

LOGISTICS MEMORANDUM

#07-21

July 24, 2007

TO: Honorable Mayor Kathleen M. Novak and City Council Members

FROM: A.J. Krieger, City Manager
Kurt Kowar, Logistics Center Manager
Nicholas DiFrank, Landscape Architect

SUBJECT: CR-77 Croke Reservoir Nature Area Improvement Project, Great Outdoors Colorado (GOCO) Grant Agreement

RECOMMENDATION:

Attached to this memorandum is a Resolution, which, if approved, would authorize the Mayor to execute the Grant Agreement between the City of Northglenn and Great Outdoors Colorado to provide funding for the Croke Reservoir Nature Area Improvement Project. Staff recommends approval of the Resolution.

BACKGROUND:

Currently the City of Northglenn is in the design phase of the Huron Street Improvements and Croke Reservoir Shoreline Stabilization. The improvements to the Croke Reservoir Nature Area were seen as an ideal project to receive grant funding from Great Outdoors Colorado for a portion of the work.

The Croke Reservoir Nature Area Improvement project is a great opportunity for the City of Northglenn to meet multiple City Council goals, including a clean and beautiful city while also upgrading infrastructure and facilities. The planned amenities will provide better access for all ages and abilities, increased fishing opportunities, greater wildlife viewing and enjoyment. The grant has been awarded for improvements and expenditures associated with several items included in the shoreline extension, node construction and improved trail system.

Based on the preliminary construction cost estimate of the Croke Reservoir Nature Area Improvements of \$2,000,000 - \$2,445,000 the grant support for this project would be \$199,925.00 which is approximately 10% of the construction cost.

POTENTIAL OBJECTION:

City Staff is not aware of any specific opposition to this Grant Agreement for funding support.

BUDGET/TIME IMPLICATIONS:

The City of Northglenn must provide signed agreements to Great Outdoors Colorado within six weeks of receipt of agreements.

STAFF REFERENCE:

Please contact Kurt Kowar at kkowar@northglenn.org or 303.450.8774 or Nicholas DiFrank at ndifrank@northglenn.org or 303.450.8840.

SPONSORED BY: COUNCIL MEMBERS GARNER, MONROE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-77
Series of 2007

Series of 2007

A RESOLUTION ACCEPTING A GREAT OUTDOORS COLORADO GRANT AND APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND

WHEREAS, the City of Northglenn has submitted an application to the Great Outdoors Colorado for a Local Government Parks and Outdoor Recreation grant for the Croke Reservoir Nature Area Improvement Project; and

WHEREAS, the State Board of the Great Outdoors Colorado has approved the application and has prepared a Grant Agreement to provide \$199,925.00 for the project.

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

The Great Outdoors Colorado (GOCO) Grant in the amount of \$199,925.00 is hereby accepted and the Grant Agreement between the City of Northglenn and the State Board of the Great Outdoors Colorado Trust Fund for the Croke Reservoir Improvement Project, attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2007.

KATHLEEN M. NOVAK
Mayor

ATTEST:

DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney



GREAT OUTDOORS
COLORADO

July 20, 2007

Nick DiFrank
City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233

Re: Grant Agreement for Croke Reservoir Improvement Project, GOCO log # 07365

Dear Nick:

Congratulations on receiving a grant award from Great Outdoors Colorado (GOCO). Enclosed are two copies of the grant agreement for your project, Croke Reservoir Improvement Project. Please read the contract carefully as it will be the official agreement between Great Outdoors Colorado and the grantee.

Please Note: There have been some changes to the Local Government grant agreement over the past year. The primary change addresses GOCO's new requirement that all site additions and improvements must be recorded on the property deed at the completion of the project, before the final payment is disbursed. Please see attachment G "Restrictive Covenant" for specifics. Also, please be certain to complete the project location address at the top of both agreements. Providing the information in handwritten form is sufficient.

The reimbursement funds for the final payment, less requested progress payments, available upon completion of the project, will be disbursed during the quarter from July to September in 2008, subject to sufficient net lottery proceeds being available to the Board. The final report documentation must support all project expenses and must provide proof that the incurred expenses have been paid in full.

Please use the following checklist to ensure the grant agreement contains all information required for review and GOCO signature. Samples of each are attached.

- A revised budget reflecting the actual grant amount (\$199,925.00), making changes if necessary to increased applicant and/or partner funding to cover any difference between requested and awarded amounts; or any other agreed upon changes that may affect the overall scope and cost of your project.
- A revised timeline, which reflects GOCO's award date and anticipated payment date. Completion of the project must fall prior to June 21, 2009.
- A copy of the grant application, as submitted to GOCO in March 2007.

STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND
1600 BROADWAY • SUITE 1650 • DENVER, CO 80202
TELEPHONE 303-226-4500 • FACSIMILE 303-863-7517

E-MAIL: info@goco.org



GREAT OUTDOORS
COLORADO

- A resolution authorizing execution of the contract by the sponsoring entity.

Be aware that any proposed changes to the project must be submitted after both parties have signed the grant agreements. Once agreements have been signed, the request must be approved, in writing, in advance of the implementation of the proposed changes.

The appropriate official identified in the resolution must sign the agreement. Please return **two signed copies** to GOCO within 45 days, or by **September 5, 2007**. Your grant may be deauthorized if not received by this date, so please notify us of any delays. We will return a signed copy of the grant agreement and a copy of the submitted application for your records.

Please note, work on the project may not begin until an executed grant agreement signed by the City of Northglenn and GOCO has been completed.

I look forward to working with you. Please do not hesitate to call with any questions.

Sincerely,

Aimee Wesley
Program Coordinator

Enclosure

Grantee Acknowledgment:

On behalf of the grantee, I acknowledge that the grant amount listed above is the maximum amount possible to receive for this project, and that GOCO's matching requirements must be met to qualify for the full award. I also acknowledge that the anticipated payment dates for this grant are estimated, and actual distribution is dependent upon sufficient net lottery proceeds being available to the Board.

Title: Mayor

PROJECT:

Project Title: Croke Reservoir Improvement Project
a. **Contract Number:** 07365
b. **Project Location:** West side of Huron Street between Naiad Street & Kennedy Drive
Completion Date: June 21, 2009

PARTIES TO AGREEMENT:

Board: The State Board of the Great Outdoors Colorado Trust Fund
Address: 1600 Broadway, Suite 1650
Denver, CO 80202
Telephone: (303) 863-7522
Facsimile: (303) 863-7517

Grantee: City of Northglenn
Address: 11701 Community Center Drive
Northglenn, CO 80233

Contact Name: Nick DiFrank
Contact Title: Landscape Architect
Telephone: (303) 451-8326
Facsimile: (303) 450-8708

RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund (referred to herein as "GOCO" or the "Board") is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to the Board and directs the Board to invest those proceeds in the State's parks, wildlife, open space and recreational resources.

B. In 1994, the Board created a statewide grant program, pursuant to which eligible entities could apply for grants for local government parks and outdoor recreation projects to which Grantee responded with a detailed application (the "Project Application").

C. Grantee submitted a Project Application to the Board which contemplates the execution of the project entitled and described above (the "Project"), a copy of which Project Application is incorporated by reference and attached as Appendix A.

D. The Board approved Grantee's Project Application on **6/21/2007**, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. For purposes of this Agreement, the "Project" shall be defined as the project described in the Project Application, as the same may be modified pursuant to the terms of this Agreement.

E. The parties intend this agreement to be the detailed final grant agreement required by the Board (the "Agreement").

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into the terms of this Agreement.
2. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed **\$199,925.00** (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by the Board.
3. **Project Scope.** Grantee shall not materially modify the Project without the prior written approval of the Executive Director of GOCO ("Executive Director"), such approval to be in GOCO's sole discretion. Any material modification to the Project undertaken without GOCO's prior written consent may be deemed a breach of this Agreement by GOCO, entitling GOCO to all remedies available under this Agreement.
4. **Grantee Efforts.** Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and GOCO's approvals related to the Project.
5. **Matching Funds.** Except as otherwise specifically provided under Paragraph 7e, below, prior to funding of the Grant by GOCO, Grantee shall obtain the matching cash and in-kind contributions for the Project as described in the Project Application and as required by GOCO policy, and shall provide such evidence of the same as GOCO may require in its discretion from time-to-time.
6. **Representations and Warranties of Grantee.**
 - a. Grantee is a municipality, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement;
 - b. Grantee's City Council has authorized entering into this Agreement as evidenced by the resolution attached hereto as Appendix B;

c. Grantee has fee simple title to the property on which the Project is to be located (the "Property"), as evidenced by the documentation attached hereto as Appendix C, and no other restrictions, liens, easements, rights of way, encumbrances or other matters have been made of record against the Property. GOCO may require Grantee to provide an Ownership and Encumbrance report satisfactory to GOCO in GOCO's discretion prior to funding. If the Property is not under control of Grantee, the Intergovernmental Agreement attached hereto as Appendix I, between Grantee and the property owner submitted with the Project Application and attached hereto as Appendix A continues in effect and unmodified; and,

d. No material modifications have been made to the Project Budget (the "Budget") and Project Timeline (the "Timeline") for this Project (which are attached hereto and incorporated herein as Appendix D and Appendix E respectively). Grantee hereby agrees to promptly submit all material revisions to their Budget and Timeline for advanced written approval by GOCO, which approval shall be in GOCO's sole discretion. As provided further below, the Board reserves the right at any stage of the Project to withhold funding if (i) modifications to the Project are so substantial as to make it, in the Board's judgment, substantially different in quality or kind from that approved by the Board under this Agreement, or (ii) delays in the implementation of the Project have occurred which, in the Board's judgment, make the Project impracticable;

7. **Information to be Provided Prior to Disbursement of Funds.** Except as set forth in Paragraph 7.f., below, prior to any disbursement by the Board of any grant funds for the Project, the Grantee must provide the Board with the following:

a. Written certification from the Grantee that the Project has been completed according to the Budget, the Timeline and in accordance with applicable governmental requirements, along with delivery of the Final Report project expenditure documentation detailed in Appendix F (the "Project Expenditure Documentation"), and such other reports or documentation as may be required hereunder or as otherwise determined in the discretion of GOCO;

b. Written certification from the Grantee that the matching funding has been received as outlined in the Budget;

c. Written certification from the Grantee that the representations made to the Board in the Project Application continue to be true (or, if there have been any material changes, the Board has been advised of such changes and has consented to such changes);

d. All permits and approvals required for completion of the Project under applicable local, state and federal laws and regulations have been obtained;

Special Project Conditions: NA.

8. **Conditions for Disbursement of Funds.** Except as provided in Paragraph 9, below, the Grant funds hereunder are subject to the following requirements and conditions:

a. The Grant funds shall only be used for the acquisition of fixed assets, including land acquisition, construction of new facilities, and enlargement or renovation of existing facilities. Funding may not be used to pay for maintenance costs, design costs, administrative costs (such as salaries associated with administering the Grant, office supplies, telephone, or travel expenses), non-fixed assets (such as athletic equipment), or any other costs deemed to be ineligible by the Board. However, up to 50% of the total design, engineering and/or architectural costs may be used toward the match as described in the Project Application.

b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). A reduction in total Project cost or a reduction in Grantee's matching funding may result a proportional reduction in the grant award in GOCO's sole discretion. GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

c. Except as otherwise agreed to in advance by GOCO in accordance with the terms of this Agreement, no material modifications have been made to, or material delays in the Timeline experienced by, the Project.

d. Full and final payment of the Grant funds will be made to Grantee upon completion of the Project, and submission and approval of the Project Expenditure Documentation and such other information as is required under this Agreement, including without limitation, the information required under Paragraphs 6 and 7, above.

e. Grantee shall submit a written request for reimbursement as outlined in the Project Expenditure Documentation prior to the completion date. Projects are considered completed when all anticipated land has been acquired, and all facilities, trails or other improvements included in the Project as approved have been built and are ready for their intended use. Failure to submit the request for reimbursement within the specified time period may result in reduction or loss of grant dollars even if there are undisbursed amounts remaining in the Grant.

9. **Waiver.** The Executive Director or the Executive Director's designee may in such person's discretion, waive or agree to modify one or more of the obligations in sections 6, 7 or 8 of the Agreement, or may permit performance of one or more of such obligations subsequent to disbursement.

10. **Payment of Grant.** Subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant and subject to the provisions of Section 19 of this Agreement and upon satisfaction of all the conditions set forth in Paragraphs 6, 7 and 8 hereof, the Board shall disburse the funds for the Grant as follows:

\$199,925 during the quarter from July to September of 2008.

In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable in its discretion, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

This reimbursement schedule is a reflection of the scenario chosen by City of Northglenn for payment on the Croke Reservoir Improvement Project, #07365.

11. **Project Operation and Maintenance. Grantee agrees:**

a. The Grantee will operate and maintain the Project in a reasonable state of repair for the purposes specified in the Project Application for at least 25 years from the date of completion of the Project, in accordance with generally accepted standards in the parks/recreation/wildlife community. GOCO shall not be liable for any cost of such maintenance, management or operation. Failure to operate and maintain the Project in accordance with the terms hereof may be deemed a default by Grantee under Paragraph 21, below.

b. Within 60 days of request, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project as the Board may reasonably request.

c. The Board *requires* that a Restrictive Covenant for a period of 25 years be executed by the parties in the form attached hereto as Appendix G, which shall, upon completion of the project and/or acquisition of the Property by the Grantee, (but in any event prior to the provision of final funding hereunder by GOCO), be recorded in the real estate records for the County in which the Property is located, and which shall require that the Property and the Project be used for the 25 year period for the purposes set forth in the Application and approved hereunder.

12. **Public Access.** Grantee agrees, for itself and its successors in interest, to allow reasonable access to the members of the public to the Project.

13. **Compliance with Regulatory Requirements and Federal and State Mandates.** The Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the extent permitted by law, the Grantee will indemnify and hold the Board harmless from any liability for any failure to comply with any such applicable requirements.

14. **Nondiscrimination.** During the performance of this Agreement, the Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical

handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, the Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

15. **Publicity and Project Information. Grantee agrees:**

a. Grantee shall acknowledge Board funding in all publicity issued by it concerning the Project;

b. Grantee shall cooperate with the Board or the Board's designee in advance in preparing public information pieces related to the Project;

c. Grantee shall give the Board the right and opportunity to use information gained from the Project;

d. Grantee shall erect and maintain a sign at a prominent location on the Project site acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. Such signs can be obtained through Great Outdoors Colorado, or the Board will provide reproducible samples of its logo to the Grantee for custom signs.

i. Any permanent sign(s) design materially varying from the signs provided by GOCO shall be approved in advance by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards shall be submitted to the Board for review and approval prior to completion of the Project.

ii. Final payment may be withheld by the Board pending placement of permanent signage and photographs submitted in the manner approved by the Board;

e. Grantee shall give the Board a minimum 30-day notice of an opportunity to participate in Project dedications.

f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials;

g. Grantee shall provide quality photographs or slides of the completed Project upon request of GOCO; and

h. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

16. **Liability.**

a. Grantee shall be responsible for, and to the extent permitted by law (including any constitutional or statutory limitations on the ability of a governmental entity to provide indemnification), indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable legal fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, the Board, its members, officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. Grantee acknowledges that Grantee is the owner of the Project and the Property upon which it is located, or has control of the Project and the Property, and that GOCO neither possesses nor controls the Project, the Property, nor the operations of the Project.

b. Anything else in this Agreement to the contrary notwithstanding, no term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act ("CGIA") as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). This provision may apply to the Grantee if the Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

17. **Audits and Accounting.** Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by the Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. The Board, or its designated agent, shall have the right, upon reasonable notice to the Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of Board funds. While the Grantee is not required to use GAAP (Generally Accepted Accounting Principles), the Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

18. **Inspection.** Throughout the term of this Agreement (25 years from date of this Agreement, unless otherwise agreed in writing), GOCO shall have the right to inspect the Project area to ascertain compliance with this Agreement.

19. **Withdrawal of Board Funding; Termination of Agreement.** Anything else in this Agreement or otherwise to the contrary notwithstanding, the Board may withdraw funding for the Project and/or terminate this Agreement if the Board determines in its discretion that (A) facts have arisen or situations have occurred that fundamentally alter the expectations of the

parties or make the purposes for the Grant as contemplated infeasible or impractical; (B) any material changes in the scope or nature of the Project have occurred from that which was presented in the Project Application (and such material change(s) has not received the prior written approval of GOCO), (C) any statement or representation made by the Grantee in the Project Application or this Agreement is untrue, inaccurate or incomplete in any material respect, (D) the results of GOCO's Project Expenditure Documentation review are not acceptable to GOCO; (E) GOCO determines in its discretion that the Project cannot be completed within the Timeline or any extensions granted thereto, or within the Budget or any modifications granted thereto; or (F) sufficient net lottery proceeds are not available to fund the Project.

20. **Completion Date.** Grantee shall complete the project no later than (June 21, 2009) (the "Completion Date") which is two calendar years after the Board's approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO's Overdue Grant Policy, a copy of which is attached as Appendix H ("Overdue Grant Policy"). In addition to other rights set forth in this Agreement, the Board may elect to terminate this Agreement and deauthorize the Project in the event this Completion Date is not met or an extension is not sought and/or granted as provided by the Overdue Grant Policy. If the Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Project Application, the Grantee will promptly so advise the Board, and cooperate in good faith with respect to alternative solutions to the problem before any further funds are advanced.

21. **Breach.** In the event that the Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, the Board may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

- a. Prior to payment of Grant:
 - i. Withdraw the Grant and terminate this Agreement; and,
 - ii. Deny the Grantee eligibility for participation in future Board grants, loans or projects.
- b. After payment (partial or full) of Grant:
 - i. Deny the Grantee eligibility for participation in future Board grants, loans or projects;
 - ii. Seek specific performance of the Grantee's obligations under this Agreement;
 - iii. Receive reimbursement in full of the original Grant,

The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event GOCO must pursue any remedy hereunder and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

22. **Good Faith.** There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information, which may reasonably be believed to be material to the other party.

23. **Assignment.** Grantee may not assign its rights under this Agreement without the consent of the Board, which consent shall be in the discretion of the Board. Any assignment shall require, at a minimum, that the assignee assume Grantee's ongoing obligations under this Agreement.

24. **Applicable Law.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the State Courts of the City and County of Denver.

25. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.

26. **Severability.** If any provision of the Grant Agreement, or the application thereof is found to be invalid, the remainder of the provisions of this Grant Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

27. **Time is of the Essence.** Time is of the essence in this Agreement.

28. **Survival.** The terms and provision of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the acquisition of the real property interest by Grantee.

29. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy as if they were original signatures.

30. **Third Party Beneficiary.** The Board and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended.

31. **Construction.** Each party hereto has reviewed and revised (or requested revisions of) this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.

32. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

33. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the ___ day of _____ 2007.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

GRANTEE:
City of Northglenn

By: _____
John Swartout
Executive Director

By: _____
Name: Kathleen M. Novak
Title: Mayor

APPENDIX A
PROJECT APPLICATION

(Please include the entire grant application, as submitted in March of 2007.)

APPENDIX B
CITY/BOARD RESOLUTION

SAMPLE RESOLUTION

A resolution supporting the agreement between the (Name of Contracting Entity) and The State Board of the Great Outdoors Colorado Trust Fund.

WHEREAS, the (Name of Contracting Entity) supports the completion of (Name of Project).

WHEREAS, the (Name of Contracting Entity) has received a grant from Great Outdoors Colorado to fund the (Name of Project), subject to the execution of a grant agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE (The Governing Body of Contracting Entity) OF THE (Name of Contracting Entity) THAT:

SECTION 1: The (Governing Body of Contracting Entity) hereby authorizes the (Designated Official) to sign the grant agreement with Great Outdoors Colorado.

SECTION 2: The (Governing Body of Contracting Entity) hereby authorizes the expenditure of funds as necessary to meet the terms and obligations of the grant agreement and application.

SECTION 3: This resolution to be in full force and effect from and after its passage and approval.

PASSED AND APPROVED (date)

APPROVED (signature of appropriate official(s)).

APPENDIX C
PROOF OF OWNERSHIP
(A copy of the property deed or a long-term lease.)

782307

6782307

BOOK 3390 PAGE 118

WARRANTY DEED

EXHIBIT "B"

Nov 17 10 30 AM '87

This deed, made this 19th day of October, 1987, between the City of Thornton, Colorado, the "Grantor", whose legal address is 9500 Civic Center Drive, Thornton, Colorado 80229, and the City of Northglenn, Colorado, the "Grantee", whose address is 11701 Community Center Drive, Northglenn, Colorado 80223,

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$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, situate, lying and being in the County of Adams, State of Colorado, described as follows:

The lands and structures known as the Croke Reservoir No. 7, and the lands surrounding it, all as more specifically described on Exhibit "1", attached hereto and made a part of this Deed of Conveyance, together with all of the water stored in said Reservoir, and the water rights decreed for storage in said Reservoir, specifically the right to store from Clear Creek and other sources 200 acre feet of water, with an appropriation date of 1888, adjudicated May 13, 1936, in Water District No. 7, Water Division 1 of the State of Colorado, bearing the 1984 basin rank number 1284, original reservoir priority #42, together with such carriage rights, as may now be enjoyed by Grantor for the transportation of water decreed to Croke Reservoir #7, from Clear Creek to said reservoir through facilities of the Farmers Highline Canal and Farmers Highline Extension Canal.

EXCEPT any rights of way or easements, prescriptive or otherwise, owned or claimed by the Farmers Highline Lateral Ditch Company, and except easements and rights of way of record, and further excepting any easements

or claims of easements which would be apparent from a visual inspection of the herein described property, and

RESERVING unto Grantor an easement for the operation and maintenance of a pump station owned by Grantor, presently located upon the real property described on Exhibit "1", together with an unrestricted right of access across adjacent lands of the Grantee as reasonably necessary in the exercise of this reserved interest.

TOGETHER with all structures and facilities, ditches, canals, pipelines, inlet and outlet works located upon the real property described on Exhibit "1", and pertaining to said reservoir, and all and singular the hereditaments and appurtenances thereto belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said water rights and premises above-described unto the Grantee, its successors and assigns forever. The Grantor does covenant that at the time of the ensembling and delivery of these presents, it is well seized of the water rights and premises above-conveyed, and has indefeasible estate in fee simple, therein and has good right, full power and authority to grant, bargain, sell and convey the same in the manner and form aforesaid, subject only to the following:

1. Any claims of abandonment or nonuse of the water right herein described.
2. Any prescriptive or adverse claim to ownership of the water rights herein described.
3. Prescriptive easements apparent from visual inspection of the property.
4. Rights of way, restrictions, reservations, and covenants of record.

EXHIBIT 1

Lot Twenty (20),
Block Eleven (11),
NORTH GLENN, FIFTEENTH FILING,
together with a twenty (20) foot wide drainage easement
located in Lot Nineteen (19), Block Eleven (11), NORTH GLENN
FIFTEENTH FILING, described as follows:
Beginning at the Southwest corner of said Lot 19, which
point is the Northeast corner of the intersection of
Livingston Drive and Melon Drive (now known as Narad Drive);
thence Northeasterly along the Easterly line of said
Livingston Drive, a distance of 88.55 feet to a point of
curve; thence Northeasterly on a curve to the left with
radius of 593.81 feet, an arc distance of 17.62 feet to a
point, which point is the true point of beginning of said 20
foot easement;
thence Easterly on a line deflected $59^{\circ}07'36''$ to the right
from Long Chord of said 17.62 foot arc, a distance of
189.70 feet to a point on the Easterly line of said Lot 19,
which point is also on the westerly line of Lot 20 of said
Block 11 and lying 31.00 feet Northeasterly from the most
Westerly point of said Lot 20,
County of Adams,
State of Colorado.

APPENDIX D
PROJECT BUDGET

(Submit a new budget if the project numbers have changed.)

APPENDIX E
PROJECT TIMELINE

(Submit a new timeline if the project timeline has changed.)

TIMELINE FORM

(Please contact GOCO for an electronic copy of this form)

Revised Aug. 8, 2007

Project Timeline: List all project milestones and their anticipated work period. There will be an opportunity to update the project timeline after grant notification and before executing a grant agreement, and GOCO administration of the project will be based on this timeline. Any proposed changes, including extension and early completion, must be requested in writing and approved in advance by GOCO. *Note: Applicant and/or grantee assumes all financial risk if work on the proposed project begins **before** grant notification. Therefore, the timeline must start after notification date. Also note, while all projects are allowed 24 months for completion, the applicant will be held to the completion date indicated in the timeline.*

TASK	JUNE 2007	JULY/ AUG 2007	SEPT/ OCT 2007	NOV/ DEC 2007	JAN/ FEB 2008	MAR/ APR 2008	MAY/ JUNE 2008	JULY/ AUG 2008	SEPT/ OCT 2008	NOV/ DEC 2008	JAN/ FEB 2009	MAR/ APR 2009	MAY/ JUNE 2009
Grant Notification	X												
Solicit Bid for Project		X											
Award Bid for Project			X										
Croke Reservoir Dewatering				X									
Site Demolition				X	X	X							
Site Construction						X	X	X	X	X	X		
Shoreline Construction					X	X	X						
Overlook Node Construction						X	X	X	X				
Greenway Trail Construction						X	X	X	X	X			
Shoreline Approach Construction						X	X	X	X				
Fishing Node Construction						X	X	X	X				
Close-Out												X	
Grand Opening													X
Final Report to GOCO													X

APPENDIX F
PROJECT EXPENDITURE DOCUMENTATION
(To be completed and submitted prior to final grant disbursement.)



GREAT OUTDOORS
COLORADO

LPOR GRANT FINAL

REPORT FORM

Project Title: _____
 Grant Agreement No.: _____
 Contact Name and Phone No.: _____
 Grantee (Sponsoring Entity): _____
 Grantee Contact and Address: _____
 Amount of Payment Requested: _____

GRANT AMOUNT: _____

CASH MATCH: _____

IN-KIND MATCH: _____

TOTAL PROJECT COST: _____

REIMBURSEMENT OF GRANT IS MADE UPON PROJECT COMPLETION AND SUBMISSION OF THE FOLLOWING ITEMS:

- 1) Approved Project Budget;
- 2) Actual Project Budget;
- 3) Expense Worksheet;
- 4) Copies of invoices for all cash expenditures over \$1,000;
- 5) Authorized accounting statement verifying all expenditures, signed by finance department
- 6) Statements detailing the value of donated services/materials/equipment (In-Kind);
- 7) Picture of the completed project, with installed Lottery signage.

FURTHER INSTRUCTIONS LOCATED ON PAGE 2.

Please read the following statement, sign and date below to verify its accuracy.

1. *The grantee is in compliance with the terms and conditions of the GOCO Grant Agreement.*
2. *All project documentation is true and accurate reflecting only those eligible costs incurred and paid to date as described in the project application approved by the Board. The grantee certifies that it has on file invoices, receipts, contracts, and/or proof of payment for the costs incurred and will maintain those records for inspection by GOCO or GOCO's auditors for a period of five years, in accordance with the GOCO Grant Agreement.*

By: _____

Date: _____

Printed Name: _____

Title: _____

INSTRUCTIONS

APPROVED PROJECT BUDGET (#1). Submit a copy of the budget that was included with the signed grant agreement.

ACTUAL PROJECT BUDGET (#2). The budget should identify the actual costs of the project versus what was approved. Use the same budget categories as in the approved budget. We do not expect the actual budget to be the same as what was budgeted, as the total cost is often higher than expected.

Include only ELIGIBLE project expenses as stated in the GOCO LPOR application. Some ineligible items include: administrative or travel expenses, non-fixed assets (purchase of tools or equipment), and design, architectural and engineering fees (50% of the total design/engineering cost is allowed).

Any items omitted from the approved budget should have been previously approved by GOCO staff, however please provide a written explanation of why these items were removed and include it with this report.

EXPENSE WORKSHEET (#3). The expense worksheet is a financial breakdown of your actual budget and assists GOCO staff in locating corresponding financial documentation. Include columns for budget category, vendor/description, check number(s), GOCO amount, applicant/partner cash amount, in-kind amount, and total. Each line should be labeled so that the corresponding financial attachments (invoices, in-kind statements, and the accounting statement) can be located (i.e. A, B, C).

INVOICES AND VERIFICATION OF PAYMENT (#4 and #5). Enclose invoices or purchase orders for all cash expenditures. It is very important that all invoices are labeled to correspond with the expense category on your Expense Worksheet. Enclose a certified accounting statement, signed by the finance department. Label the expenses and indicate how each ties directly to the invoices or purchase orders to demonstrate that the item has been paid. Please include project-related expenses only. If necessary, identify project expenses from non-project expenses when an invoice or payment incorporates both.

IN-KIND DOCUMENTATION (#6). To demonstrate in-kind contributions of labor, materials and/or equipment: 1) attach invoices or letters from vendors identifying the value of the donated items, and/or 2) include a written summary of the in-kind contributions. For staff labor, include a summary how the value was obtained (number of hours, number of workers, rate per hour, etc.). Please label the in-kind breakdown(s) to correspond with an expense category on the Expense Worksheet.

PICTURES (#7 and #8). Provide picture(s) of the completed project and of GOCO signage. If you have not yet ordered or received your sign, please indicate the expected completion date. To order a free sign from GOCO, please contact Nate Forst at (303) 226-4531 to request a Signage Order Form

APPENDIX G
RESTRICTIVE COVENANT

(To be completed and submitted to GOCO at the conclusion of the project.)



G R E A T O U T D O O R S
C O L O R A D O

**DECLARATION OF
COVENANTS AND CONDITIONS
DATED _____**

A GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND HAS BEEN UTILIZED TO ASSIST IN THE ACQUISITION, IMPROVEMENTS AND/OR THE ENHANCEMENTS OF _____ PROJECT. THIS DECLARATION ACKNOWLEDGES THAT, FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE HEREOF, THE PROPERTY ON WHICH SUCH PROJECT IS LOCATED, (THE LEGAL DESCRIPTION OF WHICH IS SET OUT BELOW (THE "PROPERTY")), WILL BE OPERATED AND MAINTAINED BY THE OWNER THEREOF IN A REASONABLE STATE OF REPAIR AND FOR THE PURPOSES SPECIFIED IN THE PROJECT GRANT AGREEMENT DATED _____, _____, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A. THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND AND THE OWNER OF THE PROPERTY HAVE DETERMINED THAT THE ADOPTION OF THESE COVENANTS AND CONDITIONS IS IN THE PUBLIC INTEREST. THE RESTRICTIONS IMPOSED HEREBY CANNOT BE MODIFIED EXCEPT BY WRITTEN AGREEMENT OF THE GREAT OUTDOORS COLORADO TRUST FUND

Project Location and Property Legal Description:

Address of Project: _____

Legal Description of Property on which Project is Located:

Lot _____, Block _____ Subdivision, according to the plat thereof
Recorded _____, 19 _____ under Reception No. _____ of the records of the Clerk
and Recorder of _____ County, Colorado. (If Property legal description is a
Metes and Bounds, the same is attached hereto and incorporated herein as Exhibit B).

Project Description: (Use Application Project Summary as modified if at all by Grant Agreement).

Project Costs:

GOCO Grant Amount \$
Applicant Match \$
Total Project Cost \$

IN WITNESS WHEREOF, the Declarant, The Great Outdoors Colorado Trust Fund and the owner of the Property have executed this Declaration on _____, _____.

THE GREAT OUTDOORS COLORADO TRUST FUND

By:
Name:
Title:

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__,
by _____ as _____ of
_____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

{MUNICIPALITY/BOARD NAME}

By: _____
Name:
Title:

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 200 __,
by _____ as _____ of
_____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

APPROVED AS TO FORM:

County/City/District Attorney

**COUNTY OF
STATE OF COLORADO**

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
Name:
Title:

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 200 __,
by _____ as _____ of _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

APPENDIX H
OVERDUE GRANT POLICY
(For information only.)

CLASSIFICATION	DEADLINE	PROCEDURE
Grant is current, and original due date is applicable	<p>Reminder Letter:</p> <p>GOCO Staff ("Staff") may send letter 60 days before the "due date" as defined in Grant Agreement.</p>	<p>Staff may, but is not required to send a certified letter ("Reminder Letter") to the "Grantee" (as defined in the Grant Agreement) reminding the Grantee of the due date as defined in the Grant Agreement. Staff also may, but is not required to send copies of the Reminder Letter to the project manager, partners, and pertinent elected officials.</p> <p>Failure to complete the project by the original due date (or by any extended due dates authorized by GOCO as provided below) may result in deauthorization of the grant by the GOCO Board ("Board") at its next scheduled meeting or at the next quarterly Board discussion of overdue grants, and may also result in suspension of eligibility for that applicant in any pending or future grant cycles.</p>
Grant is current, and original due date is applicable, but Grantee would like an extension	<p>Staff Extension:</p> <p>Must be requested by Grantee within 30 days after date of Reminder Letter, or in any event not later than 30 days prior to original due date</p>	<p>If the Grantee desires an extension of the original due date, then within 30 days after the date of the Reminder Letter, or in any event not later than 30 days prior to the original due date, Grantee shall send via certified mail a written request addressed to the Executive Director of GOCO (the "Executive Director") for an extension of time that shall not exceed 90 days ("Request for Staff Extension"). The Request for Staff Extension shall include specific reasons for the requested extension. Staff shall have the discretion to grant one extension, but for no more than 90 days, if they conclude the request is reasonable and warranted.</p> <p>If the Request for Staff Extension is untimely, but is nonetheless received before the original due date, the Staff will have the discretion to determine whether the request for extension can be considered.</p> <p>Staff shall notify the Grantee in writing as soon as practicable of the decision to grant or deny the request for extension.</p> <p>In the event that Grantee desires an extension of more than 90 days, Grantee shall forego the Staff Extension and apply for a Board Extension as provided</p>

CLASSIFICATION	DEADLINE	PROCEDURE
		below.
Grant is current and either (i) original due date has been extended by Staff and Grantee desires a further extension from Board or (ii) Grantee elects to forego Staff Extension in favor of seeking Board extension	GOCO Board Extension: Must be requested by Grantee (i) 30 days prior to expiration of Staff Extension; or (ii) if foregoing Staff extension, then within 30 days of expiration of original due date	<p>If the Grantee desires an additional extension (or in the event Grantee elects to forego a Staff Extension in favor of seeking a Board Extension), then Grantee shall send via certified mail addressed to the Executive Director, no later than 30 days prior to the (i) expiration of the Staff Extension or (ii) original due date (in the event Grantee has elected to forego a Staff Extension), a written request of the Board for an extension of time (“Request for Board Extension”). The Request for Board Extension shall include specific reasons for the requested additional extension. The Request for Board Extension may be considered by the Board at its next scheduled meeting or at the next quarterly Board discussion of overdue grants. In the meantime, as long as a timely request for extension is pending, the grant will not be considered overdue. The Board shall have the sole discretion to grant or deny the requested extension.</p> <p>If the Request for Board Extension is untimely, Staff shall have the discretion as to whether to present the untimely request to the Board for consideration.</p> <p>If the Board grants an extension that exceeds six months, a status report must be provided by the Grantee to the Board at the halfway point in the extension. If the status report fails to demonstrate to the Board’s satisfaction the likelihood Grantee can complete the project in accordance with the Grant Agreement and with such further conditions as shall have been determined by the Board in connection with the grant of an extension to Grantee, then the following Deauthorization procedures may be instituted. The Staff shall notify the Grantee in writing as soon as practicable of the Board’s decision to grant or deny the request for extension.</p>

CLASSIFICATION	DEADLINE	PROCEDURE
Grant is overdue (e.g., the original due date or extended Due Date(s) have passed)	Possible Deauthorization: Staff will send Deauthorization Warning within 60 days following the original due date or extended Due Date(s)	<p>If Grantee has not fulfilled all GOCO requirements such that funding of the GOCO grant award is completed in accordance with the terms of the Grant Agreement by the original due date or any extended due date(s) as granted by GOCO pursuant to the terms hereof, a certified letter ("Deauthorization Warning") will be sent to Grantee by Staff as soon as practicable, but no later than 60 days after the applicable due date has passed. A copy of the Deauthorization Warning may, but is not required to be sent to the project manager, partners, and pertinent elected officials associated with the grant. The Deauthorization Warning will state that the grant shall be presented to the Board for deauthorization or other appropriate action at the next scheduled Board meeting or quarterly Board discussion of overdue grants, and that the Grantee must respond in writing to the Deauthorization Warning at least 14 days before such Board meeting. If the reply to the Deauthorization Warning includes a Request for Board Extension but is untimely because it is received by the Executive Director less than 14 days before such Board meeting, Staff will have the discretion to determine whether the request for extension can be considered. At such meeting, the Board shall have the sole discretion to deauthorize the grant, extend the Due Date or take any other action it deems appropriate, including but not limited to modifying the terms and conditions of the grant award.</p> <p>Staff shall notify the Grantee in writing as soon as practicable of the Board's decision. If an extension is not granted, a written Notice of Deauthorization will be sent to the Grantee. If the Board extends a grant for six months or more, then the Grantee must provide the Board with a written status report at the halfway point in the extension. If the status report fails to demonstrate to the Board's satisfaction the likelihood Grantee can complete the project in accordance with the Grant Agreement and with such further conditions as shall have been determined by the Board in connection with the grant of an extension to Grantee, then the foregoing Deauthorization procedures will be reinstated.</p> <p>Any unexcused failure to respond to a Deauthorization Warning will result in an automatic deauthorization of the grant and will result in suspension of eligibility for that applicant in any pending or future grant cycles.</p> <p>Anything else to the contrary notwithstanding, no exercise by the Staff or Board of any right or discretion reserved by either of them hereunder shall be deemed an election, and no waiver by the Staff or Board of any action or requirement of Grantee shall constitute a waiver of any other requirements or actions, nor shall any waiver granted be deemed a</p>

CLASSIFICATION	DEADLINE	PROCEDURE
		continuing waiver. No waiver by the Staff or Board shall be effective unless in writing executed by them. Additionally, any failure by the Staff or Board to take any actions as set forth above shall have no legal effect on the contractual duties of the grantee under the Grant Agreement.

APPENDIX I
INTERGOVERNMENTAL AGREEMENT
(If applicable.)

Great Outdoors Colorado
Local Government Parks and Outdoor Recreation Grant
Application

February 28, 2007

Croke Reservoir Nature Area Improvement Project



Presented by

City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233





11701 Community Center Driv
P.O. Box 33006
Northglenn, Colorado 80233-306
Phone 303-451-832
FAX 303-450-870
TDD 303-450-880

February 23, 2007

John Swartout-Executive Director
Great Outdoors Colorado
1600 Broadway, Suite 1650
Denver, CO 80202

Re: Local Government Parks and Outdoor Recreation Grant

Dear Mr. Swartout:

The City of Northglenn is pleased to submit the enclosed application for the Spring 2007 Local Parks and Outdoor Recreation grant. The Croke Reservoir Improvement Project will provide multiple outdoor recreational opportunities for north metro residents of all ages and abilities.


The Northglenn City Council has made this project one of its highest priorities in the 2007 budget. This project has received strong support from residents and organizations throughout the community (see Exhibit 7).

The Croke Reservoir property is owned and under the control of the city without any encumbrances, for the useful life of the facility. It is operated and maintained pursuant to the Parks and Recreation Master Plan. Northglenn's Parks Maintenance Division is responsible for the maintenance of the city's 338-acre park system

The City of Northglenn has a professional planning and engineering staff that have been very successful in completing capital projects through the use of different combinations of general funds, Conservation Trust Funds, Adams County Open Space Tax funds, Community Development Block Grant funds, Fishing Is Fun funds and Great Outdoors Colorado. Some examples of our projects include Webster Lake & E. B. Rains Jr. Memorial Park Rehabilitation, Grange Hall Creek Trail Connection project and the Veterans Memorial Project.

We are very excited about the opportunity to complete the Croke Reservoir Improvement Project and look forward to becoming partners with Great Outdoor Colorado for the successful completion of this project.

Sincerely,



A. J. Krieger
City Manager

LOCAL GOVERNMENT SUMMARY FORM

PARTICIPANT INFORMATION

1. Applicant: <u>City of Northglenn</u>	5. Primary Partner (if any): <u>N/A</u>
2. Applicant Address: <u>11701 Community Center Drive</u> <u>Northglenn, CO 80233-8061</u>	6. Partner Address:
3. Applicant Contact Name: <u>Nick DiFrank</u> Primary Contact? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Title: <u>Landscape Architect</u> Telephone #: <u>303-450-8840</u> Fax #: <u>303-450-8708</u> E-mail: <u>ndifrank@northglenn.org</u> Attended Technical Assistance Workshop? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Location/Date: <u>Adams County/</u> <u>February 6th</u>	7. Partner Contact Name: Primary Contact? <input type="checkbox"/> YES <input type="checkbox"/> NO Title: Telephone #: Fax #: E-mail: Attended Technical Assistance Workshop? <input type="checkbox"/> YES <input type="checkbox"/> NO Location/Date: _____
4. County: <u>Adams County</u>	8. City (physical location of project): <u>City of Northglenn: located in the SE quarter of Section 9, Township 2 South, Range 68 W, in Adams County (Latitude 39 53' 20" N, Longitude 105 00' 00" W)</u>

PROJECT INFORMATION

9. Project Title: City of Northglenn Croke Reservoir Improvement Project

10. Grant Request: \$ 199,925.00 Total Project Cost: \$2,443,019.00

11. Brief Description of Project (In 250 words or less, describe the components of the proposed project):

Croke Reservoir is a 15.8 acre reservoir with 4.5 acres of additional surrounding land. It is part of the City of Northglenn's parks and open space system and is maintained and managed pursuant to the 2005 Parks and Recreation Master Plan. The goal of the proposed project is to provide greater opportunities for outdoor recreation for residents of the north metro area. The project enhancements and improvements will achieve this goal through increased angling opportunities for all ages and abilities, new trails so people can walk, run, roller blade, stroll with baby carriages, or relax and rehabilitate. The project includes the removal of sediment to both deepen the lake and to improve the fishery and wildlife habitat. The eastern shoreline will be stabilized and extended 40 feet from the existing shoreline. Additional amenities include: construction of perimeter trail on eastern shore with linkage to existing loop trail, landscaping, construction of raised, semi-circular overlook node, construction of an elliptical node for fishing that will provide increased access for angling. The project will provide greater handicapped accessibility for site access and usability. The end result will be an outdoor recreation facility that persons of all ages and abilities can enjoy.

12. Will Conservation Trust Fund dollars be used in this project? No.
If yes, how much? \$ _____

13. Authorized Signature:  Date: 2/28/07
(From applicant organization)
Printed Name and Title: A. J. Krieger - City Manager

APPLICATION CHECKLIST

Please check the items below to ensure that all required narratives and attachments have been included in your application submittal prior to mailing. Checklist should be signed by the project contact and submitted to GOCO.

IMPORTANT: Please sign the following certification and SUBMIT this checklist to GOCO. Please be sure to check each box below, indicating that the required information has been included in the application package.

"All of the below requested information is included with the project application."

Project Title: Croke Reservoir Improvement Project

Signature: _____

Printed Name: Nicholas DiFrank

Contact's Title: Landscape Architect (Project Manager)

Today's Date: FEB. 27, 2007

Signed Application Checklist

Signed Summary Form

Required Attachments to Eligibility Criteria:

Completed Environmental Checklist – **Attachment A**

Budget– **Attachment B**

Timeline Form – **Attachment C**

Letter including 1) support for project, 2) maintenance capability, 3) status of property and, if necessary, 4) ability to complete the project.

Response to Selection Criteria Questions (narrative descriptions on your own paper)

Required Attachments to Selection Criteria:

Site Plan – **Attachment D**

Community Map – **Attachment E**

Local or Regional Map – **Attachment F**

Attachment A

Environmental Checklist

1. **Species of Concern.** Is it likely that plant or wildlife species of concern are present on the proposed project site? N/A. There are no federally listed threatened or endangered species or species that are rare or have limited range in Colorado.
2. **Habitat Value.** How important, productive, or pristine is the wildlife habitat in the project area? N/A. The project does not have any known critical habitat for a particular species, or an area with high value for nesting, feeding.
3. **Potential Impacts.** In what ways will the project have, or potentially have, an impact on wildlife? N/A. The project will not disturb any sensitive species, there will no loss or reduction habitat or intrusion into areas with little existing human impacts.
4. **Mitigation.** How will these impacts be addressed? N/A
5. **Benefit.** How is the project planned to have a positive impact on wildlife? The project will improve the water quality and create a diversity of fish habitat structure along the lake bottom that will improve the sustainability of the fish population. The installation of additional landscaping will provide increased habitat for the wildlife. This will provide protection for the wildlife and increase the viewing enjoyment for the public.

Principle source of information: (e.g. Colorado Division of Wildlife, Colorado Natural Heritage Program, local agency, staff biologist, consultant)

The following is attached: (1) letter from US Department of the Interior and (2) letter from Department of the Army and (3) cover page and summary page from Ecological Resource Consultants, Inc. report. (Please refer to Exhibit 1). The City is also working with the Colorado Division of Wildlife. They have made two site visits.

Printed name, title and telephone number of person consulted:

Vicki Vargas-Madrid Colorado Division of Wildlife District Manager 303-291-7135

Signature of person consulted:

Vicki Vargas-Madrid - District Wildlife Mgr. 2/16/07

Project Budget - Attachment B						
City of Northglenn Croke Reservoir Improvement Project						
Source of Funds	Date Secured	GOCO Grant Request	Applicant Match (\$)	Partner Match (\$)	Total Funding (\$)	
CASH						
Great Outdoors Colorado	June-07	199,925.00			199,925.00	
The City of Northglenn			1,685,594		1,685,594.00	
Adams County	June-07			470,500.00	470,500.00	
Fishing is Fun (DOW)	May-07			87,000.00	87,000.00	
TOTAL SOURCE OF FUNDS		\$199,925.00	\$1,685,594.00	\$557,500.00	\$2,443,019.00	
Use of Funds	Date to Be Spent	GOCO Funds	Applicant Funds	Partner Funds	Total Funding (\$)	
CASH						
Associated Costs						
Mobilization (10% of Subtotal)	June-07		184,732.00		184,732.00	
Erosion Control & SWMP (1% of Subtotal)	June-07		18,473.00		18,473.00	
Construction Surveying (1% of Subtotal)	June-07		18,473.00		18,473.00	
Irrigation Design (1% of Subtotal)	Ongoing		18,473.00		18,473.00	
Materials Testing (2% of Subtotal)	Ongoing		36,946.00		36,946.00	
Traffic Control (5% of Subtotal)	Ongoing		92,365.00		92,365.00	
Sub-Total			369,462.00		369,462.00	
Demolition						
Dewater Reservoir	April-07		20,000.00		20,000.00	
Removal of Asphalt Trail	June-07		10,200.00		10,200.00	
Removal of Concrete Outlet Structure	July-07		3,500.00		3,500.00	
Removal of 60" CMP Outlet Pipe	July-07		2,100.00		2,100.00	
Removal of Chain Link Fence	June-07		8,640.00		8,640.00	
Clearing and Grubbing	June-07		54,000.00		54,000.00	
Reservoir Embankment Over-Excavation	June-07		25,500.00		25,500.00	
Haul of Over-Excavation Material	June-07		42,500.00		42,500.00	
Sub-Total			166,440.00		166,440.00	
Construction						
Concrete Outlet Structure	September-07		45,000.00		45,000.00	
Circular/Rectangular Outlet Gate	September-07		7,500.00		7,500.00	
60" RCP Outlet Pipe	September-07		30,375.00		30,375.00	
Extension of Tuck Lateral Box Culvert	October-07		60,000.00		60,000.00	
Unclassified Excavation (For CMU Wall)	October-07		2,400.00		2,400.00	
CMU Retaining Wall (along Residence)	October-07		84,000.00		84,000.00	
Removal of Existing Residence Fence	October-07		6,000.00		6,000.00	
Install new Residence Fence	October-07		60,000.00		60,000.00	
Sub-Total			295,275.00		295,275.00	
Shoreline						
Embankment/Backfill	August-07		13,900.00	13,000.00	26,900.00	
3:1 Riprap Slope	August-07		260,000.00	100,000.00	360,000.00	
Landscape - Perennials	October-07		12,000.00		12,000.00	
Landscape - Shrubs	October-07		3,500.00		3,500.00	
Landscape - Trees	October-07		7,500.00		7,500.00	
Boulder Installation	September-07		3,000.00		3,000.00	
Sub-Total			299,900.00	113,000.00	412,900.00	
Overlook Node (Upper Node)						
Embankment/Backfill	August-07		27,725.00	20,000.00	47,725.00	
4' Decorative/Security Railing	September-07		5,000.00	30,000.00	35,000.00	
Custom Seating/Raised Planter Boxes	September-07		19,575.00	15,000.00	34,575.00	
Landscape - Shrubs	October-07		1,240.00	1,000.00	2,240.00	
Landscape - Trees	October-07		1,750.00	2,000.00	3,750.00	
Lighting - Overhead	September-07		3,000.00	3,000.00	6,000.00	
Lighting - Accent	September-07		1,000.00	2,000.00	3,000.00	
Irrigation	October-07		8,000.00	7,000.00	15,000.00	
Stained Concrete	August-07	34,000.00	40,765.00	70,000.00	144,765.00	
Sub-Total		34,000.00	108,055.00	150,000.00	292,055.00	

Greenway Trail					
Embankment/Backfill	July-07	30,000.00	11,100.00	30,000.00	71,100.00
Landscape - Trees	November-07	10,000.00	6,250.00	10,000.00	26,250.00
Landscape - Shrubs	November-07		8,000.00	13,000.00	21,000.00
Landscape - Perennials	November-07		9,000.00	9,000.00	18,000.00
Bluegrass Sod	November-07	20,000.00	5,000.00	20,000.00	45,000.00
Irrigation	October-07		3,000.00	2,500.00	5,500.00
Raised Planter Boxes	September-07		6,250.00	5,000.00	11,250.00
Boulder Installations	September-07		3,000.00	3,000.00	6,000.00
Concrete Flatwork	September-07	45,000.00	10,000.00	40,000.00	95,000.00
Benches	October-07			10,000.00	10,000.00
Lighting - Overhead	September-07	5,000.00	5,000.00	5,000.00	15,000.00
Lighting - Accent	September-07		5,000.00	10,000.00	15,000.00
8' Wrought Iron Security Fence	August-07	48,000.00	46,000.00	50,000.00	144,000.00
Curb & Gutter	October-07		38,000.00		38,000.00
Sub-Total		158,000.00	155,600.00	207,500.00	521,100.00
Shoreline Approach to Fishing Node					
Embankment/Backfill	April-08		9,675.00	9,000.00	18,675.00
3:1 Riprap Slope	April-08		25,000.00	25,000.00	50,000.00
Boulder Installation	April-08		1,500.00		1,500.00
Landscape - Grasses/Perennials	May-08		2,000.00	2,000.00	4,000.00
Crusher Fines Trail	May-08		880.00	2,000.00	2,880.00
Sub-Total			39,055.00	38,000.00	77,055.00
Fishing Node (Lower Node)					
Embankment/Backfill	April-08	2,500.00	2,525.00		5,025.00
Concrete Step Wall	April-08		6,000.00		6,000.00
Concrete Flatwork	April-08		28,550.00	20,000.00	48,550.00
Cut-Limestone Block Seat Wall	April-08	5,425.00	20,000.00	20,000.00	45,425.00
Boulder Installation	April-08		1,500.00		1,500.00
Landscape - Perennials	May-08		1,200.00		1,200.00
Landscape - Shrubs	May-08		1,400.00		1,400.00
Landscape - Trees	May-08		875.00	1,000.00	1,875.00
ADA Access Ramp	April-08			2,000.00	2,000.00
Lighting - Overhead	May-08		1,000.00	2,000.00	3,000.00
Lighting - Accent	May-08		1,000.00	2,000.00	3,000.00
Irrigation	April-08		3,025.00	2,000.00	5,025.00
Sub-Total		7,925.00	67,075.00	49,000.00	124,000.00
USE OF FUNDS - CASH SUBTOTAL		199,925.00	1,500,862.00	557,500.00	1,888,825.00
<i>10% Contingency</i>			184,732.00		184,732.00
TOTAL PROJECT COST		\$199,925.00	\$1,685,594.00	\$557,500.00	\$2,443,019.00

TIMELINE FORM - ATTACHMENT C

(Please contact GOCO for an electronic copy of this form)

Project Timeline: List all project milestones and their anticipated work period. There will be an opportunity to update the project timeline after grant notification and before executing a grant agreement, and GOCO administration of the project will be based on this timeline. Any proposed changes, including extension and early completion, must be requested in writing and approved in advance by GOCO. *Note: Applicant and/or grantee assumes all financial risk if work on the proposed project begins **before** grant notification. Therefore, the timeline must start after notification date. Also note, while all projects are allowed 24 months for completion, the applicant will be held to the completion date indicated in the timeline.*

TASK	APRIL 2007	MAY 2007	JUNE 2007	JULY 2007	AUG. 2007	SEPT. 2007	OCT. 2007	NOV. 2007	MAR. 2008	APRIL 2008	MAY 2008	JUNE 2008	JULY 2008
Grant Notification			X										
Solicit Bid for Project		X											
Award Bid for Project			X										
Croke Reservoir Dewatering	X												
Site Demolition			X	X	X								
Site Construction				X	X	X							
Shoreline Construction					X	X	X						
Overlook Node Construction					X	X	X	X	X				
Greenway Trail Construction				X	X	X	X	X	X				
Shoreline Approach Construction										X	X	X	
Fishing Node Construction										X	X	X	
Close-Out												X	
Grand Opening													X
Final Report to GOCO													X

Selection Criteria Narrative

I. Characteristics: (20 points)

(A) Community Description:

In the spring of 1959, Perl-Mack Co. finalized plans for a large subdivision north of Denver in unincorporated Adams County. The plans for this new community included designs for commercial, industrial, recreational and school areas centered by a regional shopping complex. On June 30, 1959, more than 15,000 people visited the first five show homes, located on the northeast corner of what is now the intersection of Interstate 25 and 104th Avenue. By 1962, this new development had grown to 10,000 residents and 3,000 homes, and was named "the most perfectly planned community in America" by Life magazine. Northglenn officially became a city on April 18, 1969.

Today Northglenn is a city with a population of nearly 37,000 that encompasses 7.5 square miles of land just 9 miles north of downtown Denver. The city is a suburban community with a retail-oriented business sector and some light industrial businesses. Northglenn is located along Interstate 25, which splits the city into two geographic areas. The community is bordered by the cities of Thornton on the north, east and south, and by Westminster on the west. Northglenn has nearly reached 100% buildout and is landlocked by its neighbors.

Demographically, Northglenn tracks fairly close to many of the regional and state averages. The community's median age is 33.2 years as compared to 34.1 for the region and 34.3 for the state. Northglenn has, however, a slightly higher senior (65 plus) population at 10.2% of the population compared to 8.8% and 9.7% for the region and state respectively. Race and ethnicity are also similar with 83.0% of the city's population being Caucasian compared to 80.6% for the region and 82.8% for the state. Northglenn does have a slightly higher Latino population at 20.3% compared to 17.7% for the region and 17.1% for the state. All other ethnic origins are of comparable averages to those found in the region and the state as a whole.

Northglenn has a long history of successful park and recreation development, and capital improvement project completion. The most notable is the work on the city's most used and most loved park, the 39-acre E. B. Rains, Jr. Memorial Park. In the middle of the park, the 11-acre, 114-year-old manmade irrigation pond, named Webster Lake, had a deteriorating shoreline and a degrading fish habitat. A comprehensive rehabilitation of Northglenn's largest park began in 2000. The new and improved E. B. Rains, Jr. Memorial Park was unveiled July 4, 2001, with an added three acres of improved trails, a new irrigation system, new picnic tables, flower beds, and 30 new trees. In December of 2001, Northglenn received America's Crown Community Award by American City and County Magazine for the rehabilitation and re-design of E. B. Rains, Jr. Memorial Park and Webster Lake.

(B) Project Description:

Since the city is landlocked, the ability to acquire new land for park development is almost nonexistent, and there are very few parcels of existing land available for park development to provide residents with outdoor recreational experiences. Northglenn must concentrate on its existing system of parks and open space for enhancements and improvements.

This request is for funding to assist with improvements to Croke Reservoir Nature Area. The project will increase opportunities for North Metro residents to experience and enjoy outdoor recreation. The planned

improvements will provide people of all ages, abilities and interests the opportunity to get outside and enjoy a wide variety of outdoor recreational options such as fishing, walking, running, birding, wildlife photography, or just watching the sun set over the mountains.

Croke Reservoir is a 15.8 acre reservoir with 4.5 acres of fringe and upland habitat. It's located along Huron Street, one of Northglenn's major arterials. The reservoir is an urban lake used by both the local community of Northglenn and by surrounding communities. The lake provides both angling and wildlife viewing opportunities. Northern flickers, red tail hawks, mallards and geese are commonly seen. Migratory birds can also be seen at times in the open water and surrounding trees. The reservoir is open to the public, but access around the lake is currently limited. There is an existing trail, but it does not go around the entire lake or connect into the city's greater trail system. A high density of vegetation prevents access to portions of the lake, forcing people to concentrate on an existing small fishing pier located on the south side. This pier is quite old and relatively small; it has limited seating and space for standing which limits the number who can fish at any given time. There are no areas or structures available for people to sit and participate in wildlife activities, and access into the reservoir property is difficult to locate and limited to only two gates.

Over the years the quality of the lake and the aquatic habitat has deteriorated because of algae and sediment buildup. This has resulted in poor fishing conditions and decreasing fish populations. In 2005, the Colorado Division of Wildlife (DOW) attempted to establish a quality bass fishery at Croke but was unsuccessful. The first phase of the project will consist of de-watering and then dredging portions of the lake to remove sediment and to deepen the lake. City staff will work with DOW to salvage the fish and later restock the lake. The removal of the sediment will improve the water quality and create a diversity of fish habitat structure along the lake bottom to improve sustainability of the fish population. This portion of the project will begin in April or May 2007 in order to work with DOW, and will be funded outside of this application request. A grant to Adams County Open Space will be submitted for funding and will be supplemented with city funds.

Wave action and erosion has degraded the eastern shoreline to the point where little useable shoreline is available. The eastern shoreline will be reconstructed to extend the current shoreline by 30 feet to provide a 40 foot wide shoreline. The sediment removed from the lake will be used to reconstruct the shoreline and will be stabilized with a rip-rap boulder system. A new 10 foot wide meandering concrete trail with extensive hardscape and landscape elements throughout will be installed along the shoreline trail system. This new trail will connect with the existing trail loop which will provide complete access around the lake and continue Northglenn's Greenway Trail system.

The second phase of the project will construct two "nodes" along the new shoreline. Both nodes will provide new wildlife views and experiences. The southern node will be a raised semi-circle overlook (160 feet in diameter), approximately 6 feet above the water level (artist's rendition attached-**Exhibit 2**). A second node approximately 200 feet to the north of the overlook will be constructed as a new fishing pier. (A Fishing Is Fun grant has been submitted for the fishing pier). The pier will be 2 feet above the water level and constructed as a stepped elliptical (120 feet in diameter) structure that will allow for changing levels of water throughout the year (artist's rendition attached-**Exhibit 3**). This will give anglers a very close-up view of aquatic-life while fishing, and allow anglers of all ages and abilities to fish. DOW has estimated that the additional fishing pier will increase Croke's fishing access from 1,576 angler recreation days to 3,152 angler recreation days. This is significant because it contributes to

DOW's Strategic Plan goals of increased angler days, especially increased urban angling opportunities. All improvements associated with this project will address compliance with the Americans with Disabilities Act (ADA). (Please refer to site plan-**Attachment D**).

II. Need: (20 Points)

Recent years have been a challenge to the City of Northglenn due to economic downturns and revenues falling short of projections needed to grow parks and recreation programs, resources and services. The department has operated largely in the "maintenance" mode for the past several years and has been unable to engage in major capital improvements or enhancements to existing parks. As a result, Croke Reservoir does not currently meet the needs of the community.

There is a definite "graying of the community" occurring in Northglenn. This has resulted in an increased demand for outdoor recreational activities that are less "sport focused". There is currently an unmet need for additional venues where residents can go to participate in less intensive outdoor recreational activities. Two public hearings were conducted last year to get citizen input regarding the proposed improvements to Croke Reservoir. Citizen requests included improvements on all levels including pedestrian safety, access, usability, and aesthetics.

Croke Reservoir is a unique place. Although it is located by a busy urban street and is surrounded by dense populations, it is a place where city dwellers can go to "get away" from the city. The proposed project will restore and establish Croke Reservoir as a true urban oasis for multiple outdoor recreational uses. The reservoir has significant natural value to the city. The project will provide improvements and many new amenities without disturbing the natural features of the reservoir and surrounding habitat.

The planned project will improve the lake water quality and fish populations, stabilize and restore the eastern shoreline so that a new connecting trail can be constructed and an overlook node will provide mountain views and wildlife viewing opportunities. The construction of a new fishing pier will not only increase angling opportunities but also provide increased handicapped accessibility for fishing and trail access and connection. The improvements and enhancements to the area will bring nature and outdoor activities such as fishing, trails for walking, running, for roller blading, birding, wildlife viewing and photography to the doorsteps of the residents of Northglenn and other nearby communities.

Residents on the west side of Northglenn and other nearby communities do not have recreational sites other than Croke where they can fish or enjoy outdoor recreation that isn't sports focused. Understanding a community's demographics is important on many fronts, but is particularly important to parks and recreation. It is important for the city to promote parks and other recreational amenities that cater to the needs of the entire population. It is paramount that the community offer outdoor recreational opportunities that are not all sports related. This project will provide a much needed and wanted facility that people of all interests, ages and abilities can enjoy. This project will provide outdoor recreation options for all residents and at the same time preserve the natural area, its beauty and the wildlife habitat of Croke Reservoir.

III. Urgency: (10 points)

A major reconstruction of Huron Street is planned for later this year. It is approximately 30 years old and is in the early stages of "street failure" and at the end of its life cycle. Since the eastern shoreline of Croke is formed by the embankment that Huron Street is built on, the shoreline is past its life design also.

This is a window of opportunity for the Croke Reservoir Improvement Project. The shoreline must be stabilized and reconstructed to better handle future wind and water erosion so that the safety of the reservoir is ensured and a possible failure of the shoreline structure is prevented. Northglenn residents have requested for several years that the reservoir be improved to make it accessible and usable for more outdoor activities. This is the optimal time to make the improvements to Croke Reservoir. The Huron Street Project and the Croke Reservoir Project can occur at roughly the same time so that there will be less disruption to surrounding businesses and residents, and it will be more cost effective for the city.

The support and desire for this project is very strong among both the community residents and the Northglenn City Council. The planned improvements to Croke have long been desired by the community. Two (2) public hearings were conducted February 22, 2006 and May 16, 2006, to get resident input. There is also strong political support for this project from Northglenn's City Council. The improvements to Croke Reservoir are one of Council's highest priorities for 2007. The completion of the project will ensure that Croke Reservoir Nature Area will be a place where persons of all ages and abilities will be able to enjoy outdoor recreation for many years in the future.

The timing for this project is now. Northglenn has finally been able to include the Croke Reservoir capital improvements in its CIP budget. The approved budget for 2007 includes funding for this project; however additional funds are needed so the city will submit grant applications to Fishing Is Fun, Adams County Open Space Program, along with the GOCO application. If any one of the grants is not approved, the city will still go forward with the project with the budgeted funds, but the project will take longer to complete, certain components may be eliminated and the costs will probably increase.

IV. Multiple Uses and Accessibility: (10 points)

(A) Multiple Uses:

Croke Reservoir improvements will provide multiple uses:

- A new fishing pier that will, at a minimum, double the angling opportunities for both able-bodied and disabled anglers;
- A new connecting trail that will be used for walking, running, roller blading, strolling with baby carriages, etc.;
- The overlook node will be used for birding, picnicking, photography, wildlife watching, etc.;
- Hugh Danahy Park is connected to Croke Reservoir on the west side. This park has tennis courts, basketball court, picnic tables and an existing trail that will connect to the new trail that will be constructed at Croke. Both areas will benefit with ease of moving from one place to the other.
- It will also be a place to relax and unwind, and could even result in a place community artist choose as a site to paint and draw nature and wildlife; and
- With easier access, schools may be encouraged to make use of the site as an outdoor recreation classroom.

Croke Reservoir is open to the public year-round (fishing is allowed only from April to October 15th) so the seasonal changes can be observed, along with the ever changing variety of waterfowl and migrating birds, by birders, photographers, etc. The new trail system will facilitate year-round access to the reservoir and will connect to the city's Greenway Trail System.

(B) Accessibility:

Northglenn's "Greenway Trail System" has 33 miles of trails that wander through the city connecting with the trail system of adjoining cities, ultimately connecting to Standley Lake on the west to the South Platte River on the east. Linkages include Big Dry Creek, Church Ranch/104th Avenue and the Farmers' Highline Canal Trail in Westminster and Northglenn on the west and the Grange Hall Creek Trail in Northglenn, Thornton and unincorporated Adams County on the east. The new shoreline trail will connect with the existing trail loop currently at Croke which connects with trails at nearby Hugh Danahy Park, and ties into the city's Greenway Trail System (see attached trail map-**Exhibit 4**).

Croke Reservoir is in close proximity to, and easily accessible by, several neighborhoods, multi-family apartment complexes, several schools and the Northglenn Marketplace (shopping mall). (Please refer to community map-**Attachment E**). The property is located along the west side of Huron Street and is just north of 104th Avenue, with 120th Avenue only a few miles further north. Both 104th and 120th are major arterials in Northglenn and have interchanges to Interstate 25. This location provides great transportation access for all residents of Northglenn and for surrounding community residents (Please refer to local map-**Attachment F**). For residents who don't have cars or don't drive, RTD provides local bus service along Huron Street (Routes 6, 7, 8, 104 and 112), with a small sub-station located just across the street at 106th Avenue.

V. Public Process and Plan: (5 points)

(A) Public Process:

Every year the Northglenn City Council reviews and revises its priorities and goals for the City. For 2007, the Council has once again recommitted its goal of improving the quality of life for the citizens of Northglenn through municipal financial health, public safety, infrastructure maintenance, and recreation enhancements through its parks, trail system and Recreation Center. The Parks and Recreation Advisory Board provide the major public input process. The Board assists staff and City Council in determining the community's needs and desires for parks, programs, and facilities. They meet monthly and receive citizen comments about park, trail and open space maintenance and improvement.

The need for the project was determined in several ways. Two (2) public hearings were conducted last year to get citizen input regarding the proposed improvements to Croke Reservoir and a survey was conducted to get citizen feedback on the type of improvements and amenities needed. Many suggestions from these meetings were incorporated into the site plan. (Please refer to **Exhibit 5**).

(B) Plan:

The Parks and Recreation Master Plan establishes goals, objectives, recommendations and implementation strategies for the maintenance, planning and development of parks, trails and open space for the City of Northglenn. The 2005 Master Plan was written to complement and help achieve the goals and objectives of the City Council for the period of 2005 to 2010. The Croke Reservoir improvements are identified as priorities for park and facility development in the Master Plan. (Please refer to **Exhibit 6**). City Council has placed the Croke Reservoir improvements as one of its highest priorities for 2007.

J & T Consulting, Inc. was retained to perform design consulting services for both the Huron Street Improvements and Croke Reservoir stabilization and reconstruction. The proposed project was reviewed by the U.S. Army Corp of Engineers in accordance with Section 404 of the Clean Water Act. The project

assigned #200680574 does not require a Department of the Army (DA) Permit. (Please refer to **Exhibit 1**). There are no other state or federal permit requirements associated with this project.

VI. Matching Funds and Partnerships: (30 points)

(A) Matching Funds

A \$199,925 Great Outdoors Colorado Trust Fund Grant is requested to provide 8% of the funds necessary to complete the proposed project. The remaining funds necessary to complete the proposed project will be matched with cash match from the City’s general fund and from our partners.

<u>Source of Funds</u>	<u>Cash Amount</u>	<u>% of Overall Funds</u>
City of Northglenn	\$1,685,594	69%
Adams County Open Space grant request	470,500	19%
Fishing Is Fun request	87,000	4%
GOCO Grant Request	<u>199,925</u>	<u>8%</u>
Total Project Cost	<u>\$2,443,019</u>	<u>100%</u>

The Project Budget (**Attachment B**) provides detailed line item information for the project. The project budget items can be summarized as follows:

1. Associated Costs	\$ 369,462
2. Demolition	166,440
3. Construction	295,275
4. Shoreline	412,900
5. Overlook node	292,055
6. Greenway Trail	521,100
7. Shoreline Approach to Fishing Node	77,055
8. Fishing Node	124,000
9. Contingency	<u>184,732</u>
TOTAL	<u>\$2,443,019</u>

Adams County Open Space grant awards will be announced May 2007. Fishing Is Fun grant award letters will be sent out on June 15, 2007, subject to a US Fish and Wildlife Service project review. The release of funds is expected later in the year or early 2008. If any either grant request is not funded, the city hopes to complete the project with additional general funds that would be appropriated in 2008 and 2009, pending the approval of the then-seated City Council. There is no assurance that the project would be funded at that time due to changing needs and priorities.

(B) Partnerships

(1) Adams County Open Space Tax Program (AdCo) – The Adams County Open Space Tax grant is an important program for Adams County communities. An increasing amount of land is put under development each year so that the efforts to preserve parks and open space are needed now more than ever. Since 2000, the City of Northglenn has worked with the AdCo program to jointly fund eight (8) different projects. Their partnership has helped us to construct new parks and sports facilities, install playground equipment, install and renovate trails and existing parks and rehabilitate open space areas. The Croke Reservoir project will continue this collaboration and assist Northglenn to make needed

improvements and enhancements to this facility. The improvements and enhancements to the area will bring nature and outdoor activities such as fishing, birding or wildlife viewing to the doorsteps of the residents of Northglenn and other nearby communities. This project fulfills several open space tax goals that include protection and enhancement of wildlife areas, trail installation and linkage and improvement and protection of wildlife habitat.

(2) Colorado Division of Wildlife (Fishing Is Fun Program) – The Division of Wildlife (DOW) has assisted the city for many years in maintaining its fishing resources. They have also helped to sponsor youth fishing derby events. DOW will assist the city with the Croke Reservoir Project in several ways. They will help to salvage the existing fish in the lake when it is de-watered and will restock the lake with fish once the project is completed. The Fishing Is Fun program is a statewide cooperative effort to enhance Colorado's fishing resources. The funding from this grant program will be used to construct a new fishing pier at the reservoir. This pier and connecting trail access will be ADA compliant. This will provide additional days of recreation opportunities for anglers of all ages and abilities. One of the goals of DOW is to promote and increase urban fishing access. The Croke project will help to achieve this goal.

VII. Non-Cash Support: (5 points)

This project enjoys tremendous support throughout the Northglenn community. Over 100 residents attended the two (2) public meetings held during the preliminary site planning phase of this project. Virtually all comments regarding the project were positive and supportive. Please refer to **Exhibit 7** for letters of support that have been provided for this project:

- Big Dry Creek Watershed Association
- Northglenn Community Foundation
- Northglenn Neighborhood Development Corporation
- Rosie Garner
- Northglenn Parks and Recreational Advisory Board
- Kim Snetzinger
- Northglenn Senior Organization
- Citizen's Police Academy Alumni Association of Northglenn
- Northglenn Senior Commission

Conclusion: The Croke Reservoir Improvement Project will integrate several components of GOCO's program funding categories as follows:

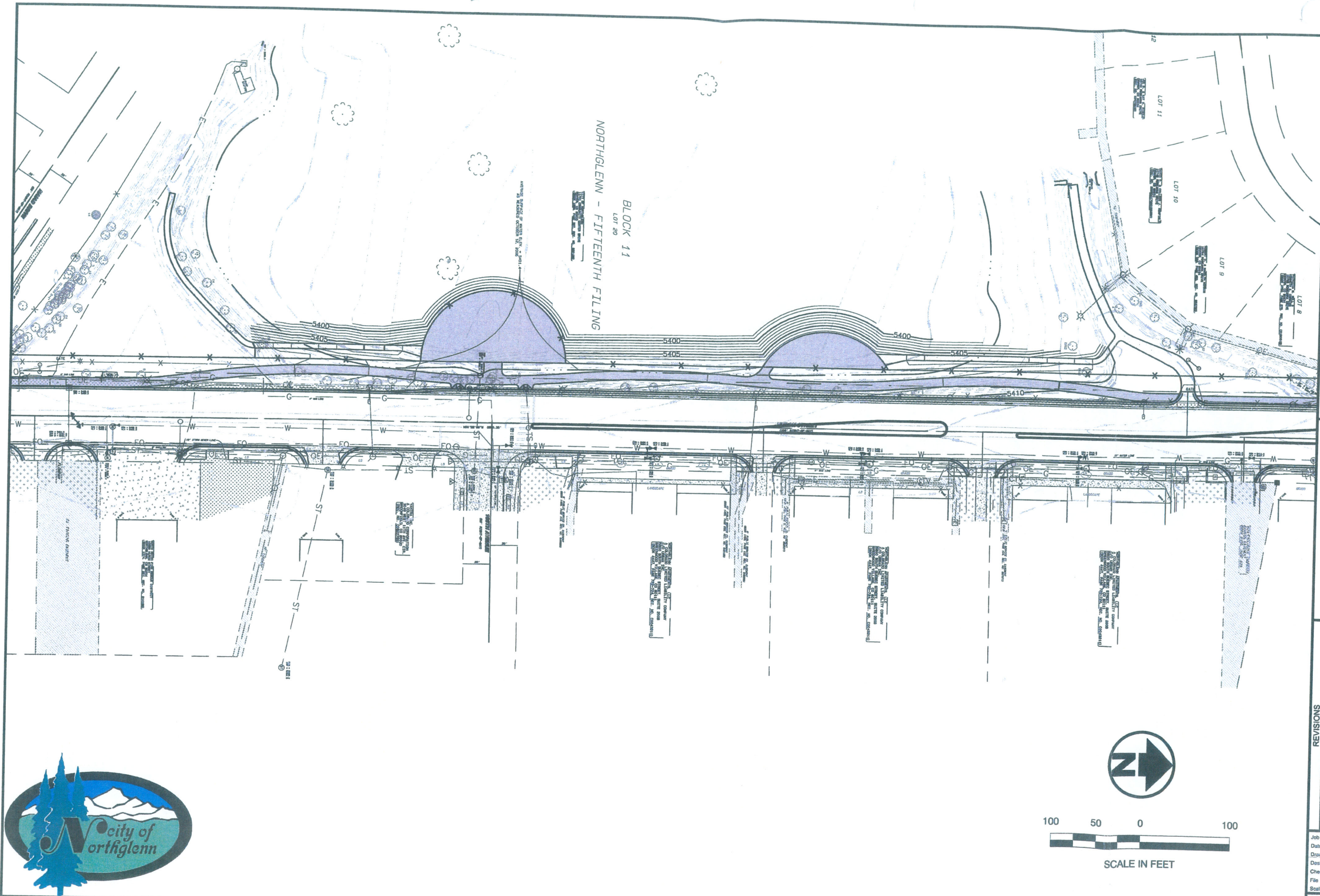
- Wildlife Programs– project will develop watchable wildlife opportunities
- Outdoor Recreation programs – project will construct and maintain trails
- Open Space and Natural Areas programs – project will manage unique natural area of local and regional significance
- Local government programs – project will improve and enhance an existing outdoor recreation area



Great Outdoors Colorado - Croke Reservoir Aerial Map (current) - Attachment D1



Great Outdoors Colorado - Site Map (proposed) - Attachment D2



J&T Consulting, Inc.
 1400 W 122nd Avenue - Suite 120
 Westminster, CO 80234
 303-457-0735

Croke Reservoir
 Preliminary Grading

**City of Northglenn
 Huron Street Improvements &
 Croke Reservoir Shoreline
 Stabilization**

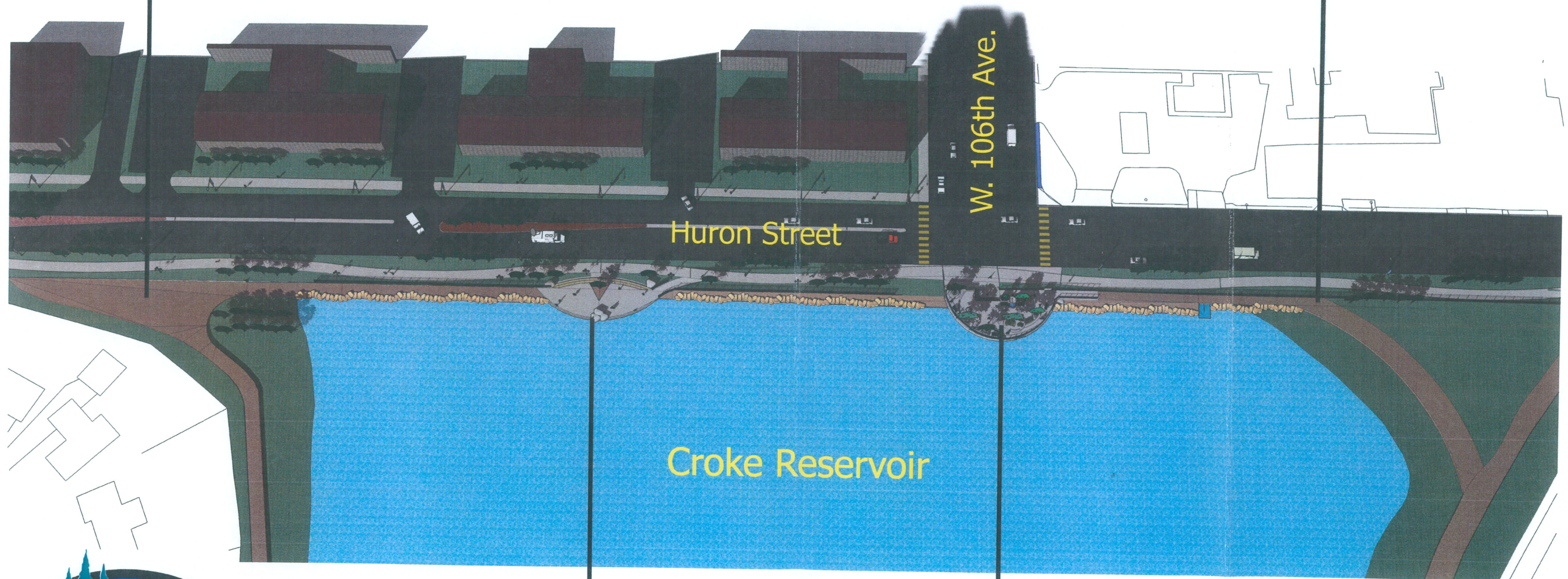
REVISIONS		No	Date	By	Chk	Description

Job # 06121
 Date 2/21/07
 Drawn By TPY
 Designed By TPY
 Checked By JCY
 File JT-ReservoirGrading
 Scale 1"=100'

Sheet: **1** Of: **1**

Greeway Trail Connection

Greeway Trail Connection



Huron Street

W. 106th Ave.

Croke Reservoir

Fishing Node

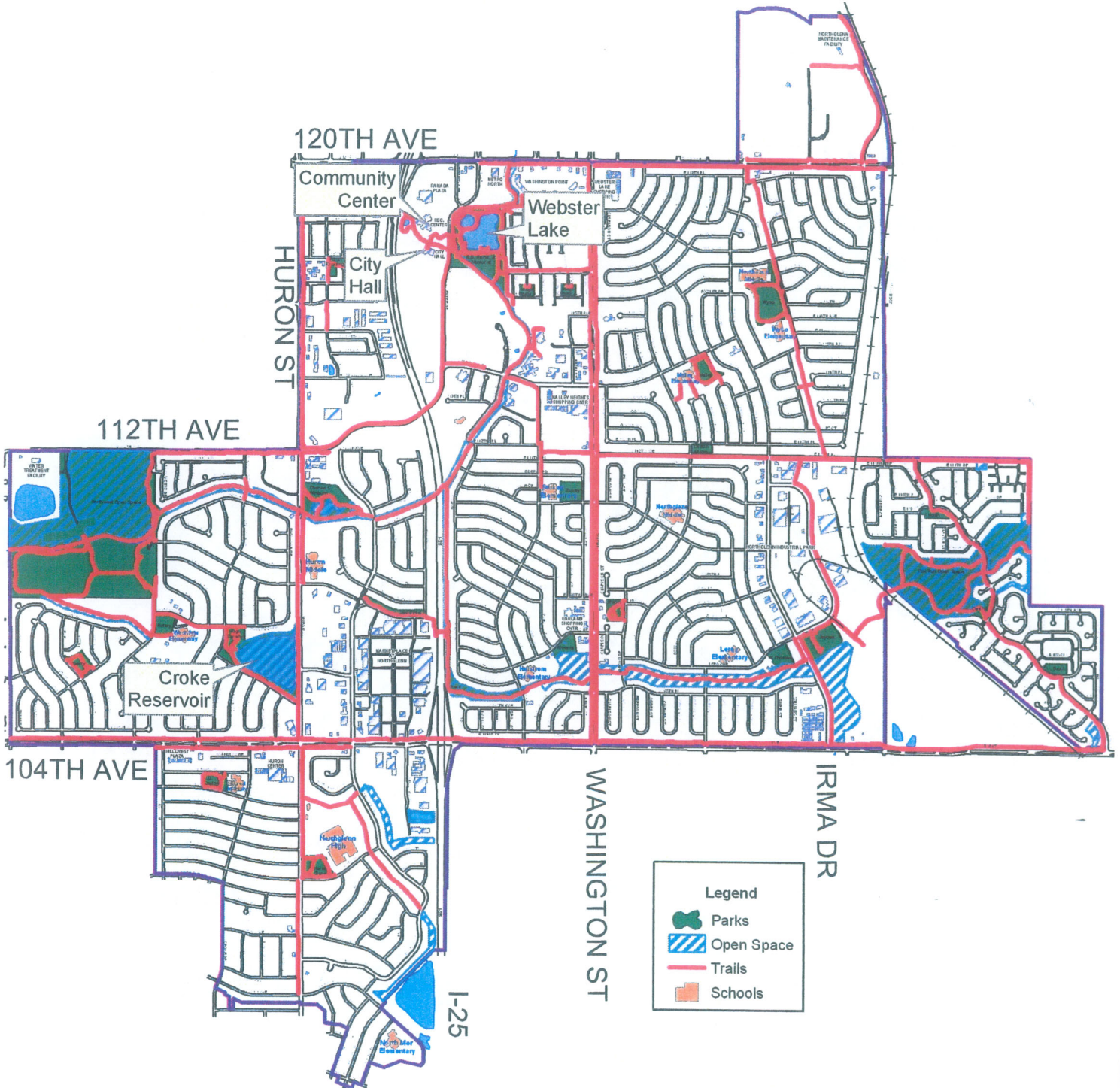
Raised Overlook Node





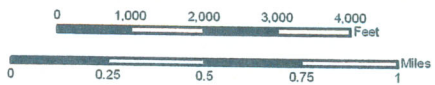
Community Map City of Northglenn

Attachment E



Legend

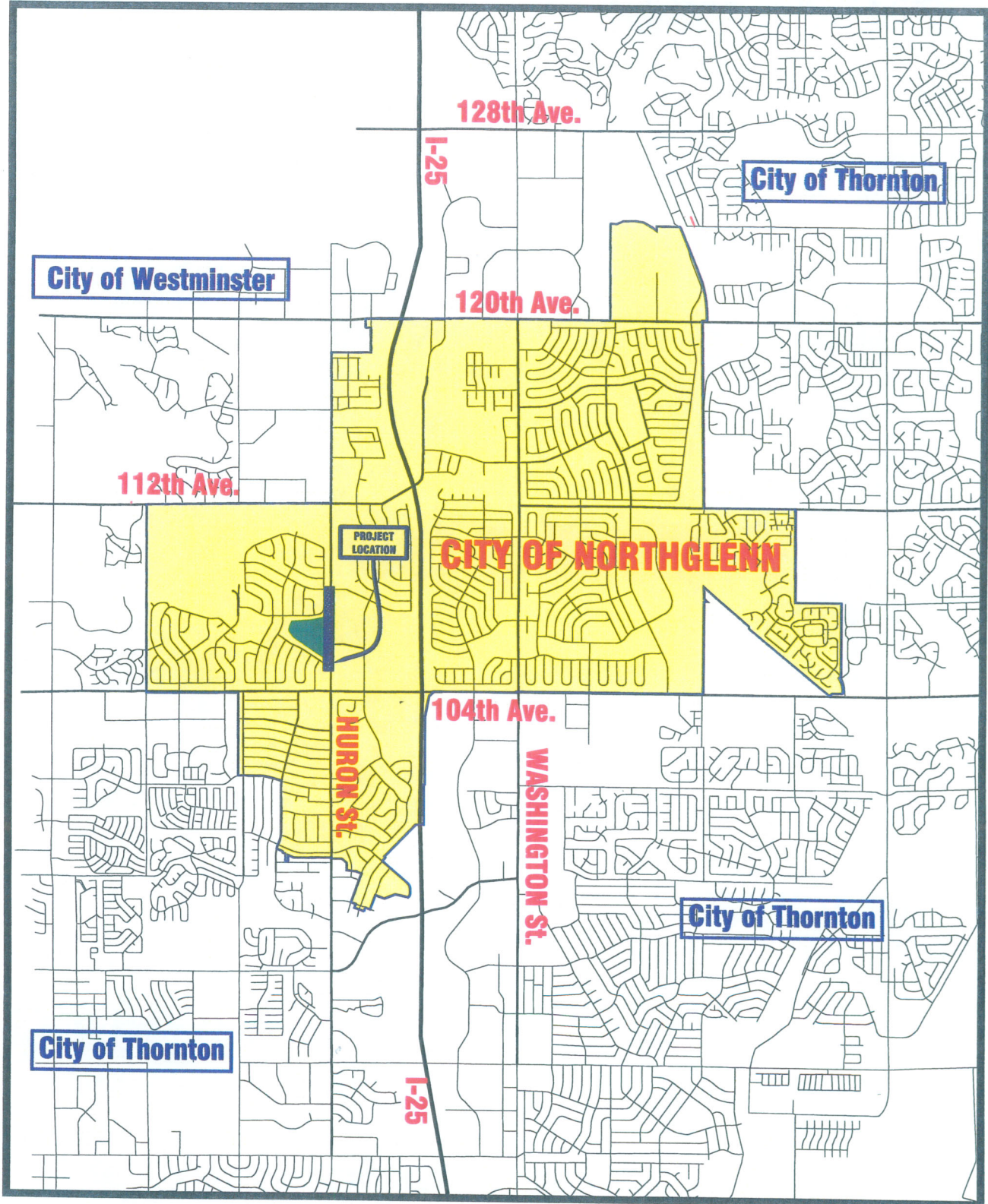
- Parks
- Open Space
- Trails
- Schools



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The City expressly disclaims any and all warranties, either express or implied regarding the accuracy of any data contained in the GIS Map and any related documents. Any user of the map acknowledges that it assumes and accepted responsibility for the use of the GIS Map and any related documents, and assumes all such risks. The user further agrees to hold the City of Northglenn, and its officers, employees, and agents harmless for any loss, damage or injury arising out of the use of the GIS Map and any other related documents. The user further understands the GIS Map and any other related documents constitute a compilation of information, and, as such, any of the individual information compiled within the GIS Map and any related documents is subject to this Warranty and Disclaimer both individually and when compiled as part of the GIS Map and any related documents.

Prepared: February, 21, 2007
File: community_map.mxd



Croke Reservoir Improvement Project
City of Northglenn



LOCAL MAP
 1"=4000'



11701 Community Center Drive
 Northglenn, Colorado 80233-8061
 Phone: 303.450.8762 Fax: 303.450.8708

Attached Exhibits

City of Northglenn

**Great Outdoors Colorado
Local Parks and Outdoor Recreation Grant Application**

Exhibit 1 – Environmental Assessment Information

Exhibit 2 – Site rendering (over look node)

Exhibit 3 – Fishing Pier node artist's rendition

Exhibit 4 – Greenway Trail System Trail Map

Exhibit 5 – Public Meeting Support Information

Exhibit 6 – Copy of Parks Master Plan

Exhibit 7 – Support Letters

Exhibit 1a



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, DENVER DISTRICT
DENVER REGULATORY OFFICE, 1017 S. FALGOUT ST., SUITE 200
DENVER, COLORADO 80210-3501

November 2, 2006

Ms. Hillary Browning
Ecological Resource Consultants, Inc.
5672 Juh's Drive
Boulder, CO 80301

**RE: Croke Reservoir Improvements
Corps File No. 200680574**

Dear Ms. Browning:

Reference is made to the above-mentioned project located in the SE 1/4 Section 9 and SW 1/4 of Section 10, T2S, R68W, Adams County, Colorado.

This project has been reviewed by Mr. Terry McKee of my office in accordance with Section 404 of the Clean Water Act under which the U.S. Army Corps of Engineers regulates the discharge of dredged and fill material, and any excavation activity associated with a dredge and fill project in waters of the United States.

October 15, 1999 Guidance; Reference 33 CFR Parts 323, 328 and 329: Non-jurisdictional areas excavated from uplands including drainage ditches, detention basins and retention ponds are not considered jurisdictional.

Based on the information provided, a Department of the Army (DA) Permit will not be required for work in the Croke Reservoir. Although a DA Permit will not be required for the project, this does not eliminate the requirement that other applicable federal, state, and local permits be obtained as needed.

If there are any questions call Mr. Terry McKee of my office at (303) 979-4120 and reference Corps File No. 200680574.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy T. Carey".

Timothy T. Carey
Chief, Denver Regulatory Office

tm



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Ecological Services
Colorado Field Office
P.O. Box 25486, DFC (65412)
Denver, Colorado 80225-0486

IN REPLY REFER TO:
ES/CO: T&E/PMJM/Other
TAHS 65412-2007-TA-0156

DEC 28 2006

Hillary Browning
Environmental Scientist and Planner
Ecological Resource Consultants, Inc.
5672 Juhls Drive
Boulder, Colorado 80301

Dear Hillary Browning:

This responds to your memo of December 1, 2006 requesting a review and concurrence by the U.S. Fish and Wildlife Service (Service). The Service has reviewed the **Preliminary Screening Report of Threatened and Endangered Species for the Huron Street/Croke Reservoir Improvements Project Adams County, Colorado** under the authority conferred to the U.S. Fish and Wildlife Service by the Endangered Species Act of 1973 (ESA), as amended (16 U.S.C. 1531 *et seq.*).

Based on the information provided, the Service concurs that the proposed project work is not likely to adversely affect any federally-listed threatened or endangered or candidate species. Thus, this project work is disqualified for consideration under provisions of the ESA.

On February 2, 2005 the U. S. Fish and Wildlife Service issued a 12-Month finding on a petition to delist Preble's. Because of the complexity involved, the Service has extended its original proposal. Until a final determination is made, Preble's remains protected as a threatened species.

Please note that this clearance is valid for one year from the date of this letter. Should additional information regarding listed or proposed species become available, this determination may be reconsidered. If these actions have not commenced within one year, please contact the Colorado Field Office to request a clearance extension.

If we can be of further assistance, please contact Adam Misztal of my staff at (303) 236-4753 or at email adam_misztal@fws.gov.

Sincerely,

Susan C. Linner
Colorado Field Supervisor

 Ecological Resource Consultants, Inc
5672 Juhls Drive~Boulder, Colorado~80301~720.564.0788

**Preliminary Screening Report of
Threatened and Endangered Species
for the
Huron Street/Croke Reservoir Improvements Project
Adams County, Colorado
November 1, 2006**

Prepared for:
City of Northglenn c/o:
J&T Consulting, Inc.
1400 W. 122nd Avenue, Suite 120
Westminster, CO 80234

ERC Project #420-063

- No other threatened or endangered plants or animals were identified as likely to occur within a two mile radius of the Study Area (CHNP, 2006)

9.0 Summary

Ecological Resource Consultants, Inc. has prepared this preliminary screening report to identify threatened and endangered species and their potential habitat which may exist on or immediately surrounding the Croke Reservoir Study Area. The Study Area is an approximately 20-acre parcel located in the southeast quarter of Section 9, Township 2 South, Range 68 W, in the city of Northglenn (refer to Figure 1 and 2 for location maps). This preliminary screening included an onsite evaluation of potential species and habitat, as well as a review of available databases and literature. A summary of specific findings of this Report is provided as follows:

- Although the habitat within the Study Area is highly disturbed, the Croke Reservoir Study Area does provide habitat for a wide array of general wildlife not necessarily protected under local, state or federal regulations. Every effort should be made during future land use changes to maintain the ecological integrity of this area.
- No known threatened or endangered species, potential habitat, or populations protected by the US Fish and Wildlife Service under the Endangered Species Act were identified to likely exist in the Study Area.
- No known threatened or endangered species, potential habitat, or populations protected by the Colorado Division of Wildlife (CDOW) under Colorado Statute Title 33 were identified to likely exist in the Study Area.
- Migratory birds were observed, likely regularly use, and may nest within the Study Area. Killing or possession of these birds (or their parts and active nests) is prohibited under the MBTA. ERC should be notified if any nests are observed prior to or during construction. A Nest Depredation Permit, issued by the U.S. Fish and Wildlife Service, may be required before removing, disturbing or destroying any occupied nest. No raptor or waterfowl nests were observed.
- A review of the CHNP Biodiversity Tracking and Conservation System search results did not identify any threatened or endangered species that would likely exist within two miles of the Study Area.

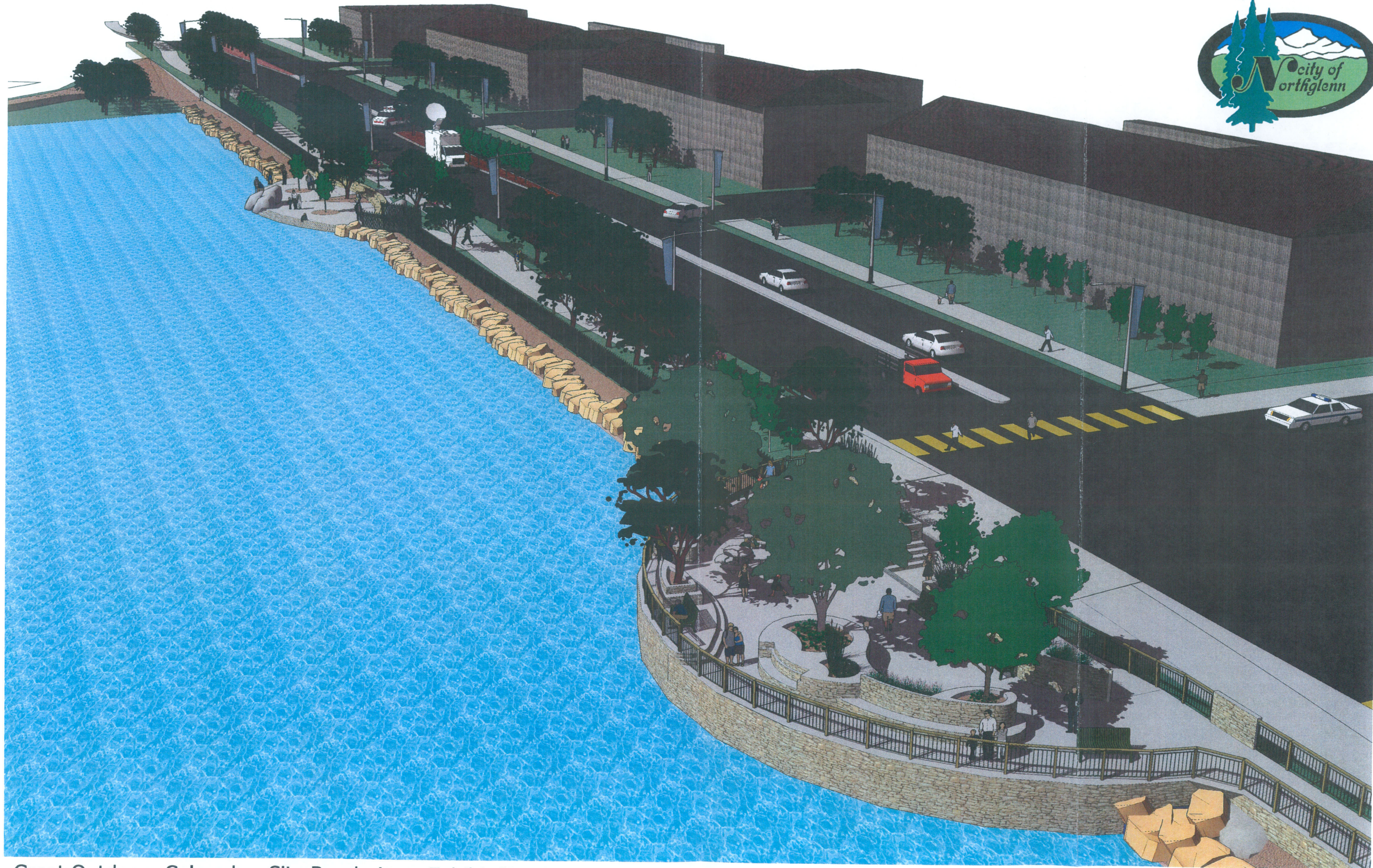
This Report has been prepared by:

Ecological Resource Consultants, Inc.

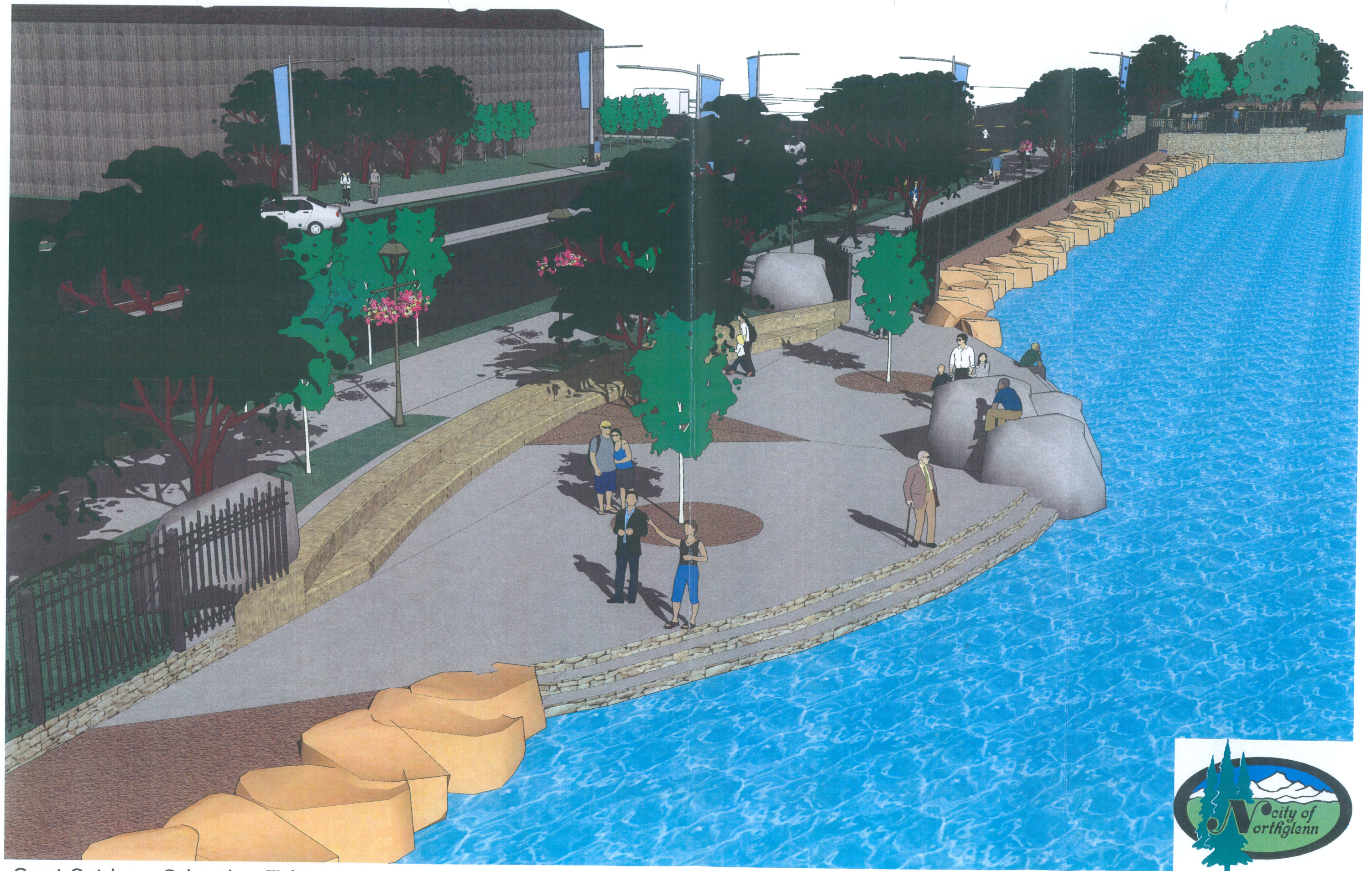
Hillary Browning
Environmental Scientist & Planner

and Approved by:

David J. Blauch
Senior Ecologist



Great Outdoors Colorado - Site Rendering - Exhibit 2



Great Outdoors Colorado - Fishing Node Detail - Exhibit 3



City of Northglenn GREENWAY / TRAIL SYSTEM



Legend

- Completed Trail Segments
- Trail Segments Currently Planned for Construction
- Future Trails - Greenway / Trail System Master Plan
- Developed Parks and Schools
- Final Design for Pedestrian Underpass

Distance Measurements for Existing Park Loops and Selected Trail Segments

EXISTING PARK LOOPS

	Miles	Kilometers
1. Northwest Open Space	0.80	1.28
2. Sperry Park	0.18	0.29
3. J.D. Cayton Park	0.19	0.30
4. Norse Glenn Park	0.28	0.45
5. E.B. Rains Jr. Park (Webster Lake)	0.54	0.87
6. Wyco Park	0.39	0.63
7. Malley Park	0.27	0.43
8. Larson Park	0.20	0.32
9. Charles C. Winburn Park	0.55	0.89

FARMERS HIGHLINE CANAL SEGMENTS

	Miles	Kilometers
A. West City Limits to Pecos Street	0.55	0.89
B. Pecos Street to Huron Street	0.54	0.87
C. Huron Street to Interstate 25	0.47	0.75
D. Interstate 25 to Malley Drive	0.44	0.71
E. Malley Drive to E.B. Rains Park	0.38	0.61
F. E. B. Rains Park to 120 th Avenue	0.68	1.10

Trail Identification Signs
Throughout the City of Northglenn, the trails are identified by Greenway Trail Signs. The signs also display the City logo and directional arrows. These signs are helpful at road crossings, and the arrows show trail intersections and directional changes.





11701 Community Center Drive
P.O. Box 330061
Northglenn, CO 80233-8061
Phone 303-451-8326
FAX 303-450-8708
TDD 303-450-8805

February 9, 2006

Dear Croke Reservoir Neighbor,

The City of Northglenn would like to invite you and your neighbors to attend a workshop to discuss concept plans for Croke Reservoir, a natural area located along Huron Street between Naiad Drive and Kennedy Drive.

The workshop will provide an overview regarding an array of possible improvements including repairs to Huron Street from Naiad Drive to Kennedy Drive, shoreline stabilization, fishing pier modifications, additional picnic areas, and trail improvements. Your input is critical to the success of this project, and we look forward to your participation.

This interactive workshop will be held on Wednesday, February 22, 2006 at Hillcrest Elementary School, 10335 Croke Drive from 7:00 p.m. to 8:30 p.m. It will provide an opportunity for you, and all affected users, to express opinions and provide input to the planning process.

BACKGROUND

Croke Reservoir is a valuable asset in the City of Northglenn. It is home to a wide variety of wildlife: fish, snapping turtles, water fowl, birds such as herons and red-winged black birds, muskrats, raccoons, and an occasional fox. Willows and cottonwoods surround the area on three sides, providing a peaceful place of rest. Cattails along the shoreline provide a marsh habitat.



There are a number of fish species that call Croke Reservoir home, including bass, perch, carp and blue gill. There is a handicapped accessible fishing pier. Fishing is permitted - from April 1 through October 15, and is limited to lures and flies. Fishing is prohibited on the north side of the reservoir for environmental reasons.

Croke Reservoir is a manmade reservoir that was initially constructed for irrigation purposes. While it is no longer used for irrigation, it does have many other functions. The area is fenced and prohibits dogs, boats, and bicycles in order to restrict the disruption of wildlife.

I look forward to discussing the possibilities of this project with you. If you have any questions or would like further information regarding the workshop, please contact me at (303) 450-8835.

Sincerely,

Dana Carter
Logistics Service Center



NEWS RELEASE

For Immediate Release
February 9, 2006

Contact: Celeste Flores
Phone: 303-450-8713
e-mail: cflores@northglenn.org

Your Input is Important, Come Participate in a Workshop to Discuss Improvements to Croke Reservoir

The City invites all residents of Northglenn to participate in a workshop on Wednesday, February 22, 2006 at Hillcrest Elementary School, (10335 Croke Dr.) from 7:00 to 8:30p.m. to discuss conceptual plans for Croke Reservoir, the natural area located along Huron St. between Naiad Dr. and Kennedy Dr.

The workshop will provide an overview of possible improvements including repairs to Huron St. from Naiad Dr. to Kennedy Dr., shoreline stabilization, fishing pier modifications, additional picnic areas, and trail improvements. The workshop is an opportunity for residents and all affected users to express opinions and provide input to the planning process.

Considerations or modifications will include the following:

- Improvements and repairs to Huron St. from Naiad Dr. to Kennedy Dr.
- Shoreline stabilization
- Fishing pier modifications
- Additional picnic areas and,
- Trail improvements

Your input is important, and we look forward to your participation. Once again, this meeting is open to the public and residents are welcome to attend. For more information, contact 303-450-8835.

####



NEWS RELEASE

For Immediate Release
May 5, 2006

Contact: Celeste Flores
Phone: 303-450-8713
e-mail: cflores@northglenn.org

Come Participate in the Second Workshop to Discuss Improvements to Croke Reservoir

The City invites all residents of Northglenn to participate in the second design workshop regarding improvements to Croke Reservoir on Tuesday, May 16, 2006, at Hillcrest Elementary School, (10335 Croke Dr.) from 7:00 to 8:30 p.m. Croke Reservoir is the natural area located along Huron St. between Naiad Dr. and Kennedy Dr. north of 104th Avenue.

The workshop is an opportunity for residents and all affected users to express opinions and provide input. The first workshop regarding the potential improvements to Croke Reservoir was held in March and this second workshop will start the next phase of design for the Reservoir.

Topics that will be discussed at the workshop include:

- Shoreline stabilization
- Fishing pier modifications
- Additional picnic areas and,
- Trail improvements

All suggestions from the March meeting have been reviewed and the modified redesign plans will be available on the City's website, www.northglenn.org, no later than May 7th for viewing before the meeting on May 16, 2006.

Your input is important, and we look forward to your continued participation. Once again, this meeting is open to the public and all residents are welcome to attend. For more information or if you have questions, contact 303-450-8835.

####

**Exhibit 5**

November 27, 2006

Hello Everyone,

Jill and I want to wish you all the very best during the Holidays and hope your Thanksgiving was filled with family, friends, lots of food, and of course the Broncos. I guess we'll be seeing Jay Cutler play this Sunday against Seattle. (Don't forget – the game has been moved to Sunday night at 6:15.) He reminds me of the young John Elway. He should be so talented. First of all, I'm sure you're all aware we've hired a new City Manager. He's house-hunting in Northglenn, and has a growing young family. His name is A.J. (Arthur) Krieger, and he'll be officially on board January 11th. In the meantime, he's been traveling from Missouri almost weekly to get acquainted with the business of the city. We're all looking forward to the stabilizing effect a good City Manager can bring. Our interim Manager, Steve Zoet, has done a great job of keeping everything on track and dealing with the day to day issues.

Northglenn Ballot Question

The successful passage of the ballot question is good news for all of us. We'll be planning a 6-9 month public process to determine what exactly the citizens want in a recreation center. To save money, we can use the schematic plans that were done with the last proposal. The idea is to present to the public variations of potential additions or subtractions to see which one or combination is most favorable. Funding sources will also be a hot topic we're sure. Much, much more on that later. As stated in the ballot question, the final decision will go to the vote once again.

104th Avenue Landscaping Project

YIPPEE!!! We're well into the project, and the large equipment is scraping off the old trail, and we've already seen some new concrete. Council approved additional funding for curb, gutter and storm sewers, so the project will look better than originally planned.

I can't wait to see the final product, which should be around July.

Croke Reservoir Update

The funding for conceptual design for the Huron Street renovation and shoreline work was approved by Council some time ago, so with that, we'll take a look at the costs to determine how we can incrementally finish this much needed project. I believe we're looking at around 3 years to full completion. By approving the 2007 budget, Council determined Croke Reservoir as a first priority with a large sum of available capital improvement funds to be directed to this reconstruction project. The area

Exhibit 5

will include at a minimum Huron St. from 104th north to Kennedy, and possibly to 112th, depending on funds available. The shoreline and nasty fencing will also be dealt with.

Secondly, Council approved the designation of Croke Reservoir as an official Nature Area. This does not change any of the spirit of the citizen input given to us last winter during the public meetings. It simply means the area is protected and preserved so that any changes to it will require Council approval. We're sensitive to how precious this natural resource is to the city, and Jill and I are determined to protect it in its natural state. This does not mean that "housekeeping" and general improvements that benefit the area cannot be made. We'll always keep you posted on this one.

NEW BUSINESS !!!!!!!

We're happy to announce that **Best Buy** will be demolishing the old Bronco Inn/Ramada/Nelson Inn/and whatever the last name was in the near future in order to build a new store at that location. We couldn't be happier. We're not only eliminating an eyesore from one of our major corridors, but we'll be gaining a big ticket item store that will draw from a wide range of consumers into the Marketplace area.

Additionally, I'm sure everyone has heard about **Circuit City** going into the old Mervyn's location, but you may not be aware that **Woodley's Furniture** will be going into the top floor. Again, we couldn't be happier, and the benefit to the overall health of the Marketplace is evident. Unfortunately, we heard that the Westminster Mall Woodley's store will close, which is another nail in that coffin.

There is nothing new on the Albertsons store. I did talk with our economic development staff and the owner who have looked into an organic food store at that location. Many of you have asked us about this. Wild Oats is actually downsizing, and Whole Foods determined the market wouldn't support a store in that location. Same deal for Sunflower Market. So, the only thing we can tell you is that the owner has every intention of filling that space with something that is not a deterrent to the neighborhood.

Recycling

I'm very interested in this service for the city. Our volunteer program is pretty successful at this time. The roll-offs located at Northwest Open Space and City Hall are emptied 2X weekly. That's not too bad. I will be talking with staff after the first of the year to present something comprehensive to Council. We'd love your comments on this. Someone asked us at the last Ward IV meeting about phone book recycling. The city partners with Thornton a couple times a year, but you can always recycle them (along with junk mail, office paper, newspapers, etc.) at the bins located in the Methodist Church parking lot on Pecos and 106th. I've been recycling there for several months and find it pretty darn convenient.

Fastracks Environment Impact Study Public Meetings

Lastly, I want to alert you all to some meetings to be held **this week** regarding the ongoing process to determine public input for the Fastracks north rail line. The next phase of meetings will take place

Wednesday, November 29th 5:30 -8P
Adams City High School, 4625 E. 68th Ave.
And

Exhibit 5

Thursday, November 30th 5:30 – 8P
Rocky Top Middle School, 14150 York St. Thornton

The last round of meetings was held in September. These two meetings are now scheduled in response to the citizen stakeholders' comments from September. Additional alternatives from that input will be considered. If you want more detailed information, the website is rtdnorthmetro.com I can also forward you information on these meetings if you let me know.

Once again, please print this message for your neighbors without computers, or forward to anyone you think might be interested. We've grown substantially in the last year, and hope to continually increase our subscription numbers.

Jill and I wish you all well, and hope you're as thankful for a great Northglenn as we are.

At your service,

Rosie Garner and Jill Parsons

[Click Here](#) to visit our website for more important information on Ward IV.

Please do no reply directly to this email. If you would like to contact Rosie Garner, [click here](#). If you would like to contact Jill Parsons, [click here](#).

The Northglenn Connection



The Link for
City News
and Information

11701 Community Center Drive

Northglenn CO 80233

www.northglenn.org

February, 2007

Volume XXXXI

City Ambitious About 2007 Capital Improvements

From air conditioners to water tanks, streets to playgrounds, the City has an ambitious plan of capital improvements scheduled for 2007. The adopted budget identifies more than \$9.5 million for capital projects. Capital projects include publicly owned facilities such as water and sewer utilities, streets, parks and playgrounds. Capital construction projects and purchases are long-term improvements and investments in the community. They are generally projects or acquisitions valued at more than \$5000.00 and expected to last for longer than one year.

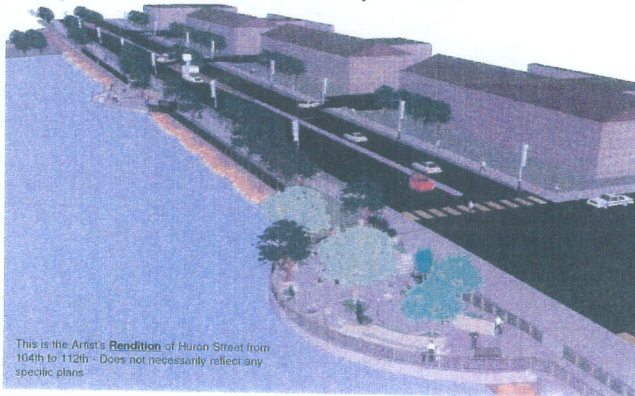
The 2007 Capital Improvements Program is an ambitious commitment of City resources. Of course, a budget is only a plan. Many projects and service needs compete for City money. Not all projects budgeted will make the final cut, and emergency needs may arise that require expenditures on projects not now identified.

The biggest project identified for construction in 2007 is reconstruction of Huron Street from 104th Avenue to 112th Avenue. Reconstruction of Huron Street requires that the shoreline of Croke Reservoir be stabilized to prevent future damage to the new roadway. The shoreline project is also projected to include cleanup of the shoreline and provision of public spaces along and adjacent the lake.

Phase I of the corridor, which is being designed currently, will be from Naid Drive to Kennedy Drive. Included in Phase I will be the Croke Reservoir Shoreline Stabilization. This will extend the current shoreline by 15' to provide a 30' shoreline from the curb and gutter of Huron. Within this extended shoreline will be a 10' wide meandering concrete trail with landscaping throughout. This will continue the City's Greenway Trail system. A new irrigation system will be included to support the new landscaping. The existing chain-link fence will be replaced with an ornamental wrought iron fence and decorative street lighting



Croke Reservoir East Shoreline Improvements



This is the Artist's Rendition of Huron Street from 104th to 112th - Does not necessarily reflect any specific plans

will be placed throughout. There will also be two "nodes" constructed on the shoreline. The southern node will be elevated approximately 6' above the water level of Croke Reservoir. The northern node will be 2' above the water level and have concrete steps that lead to the waters edge. Huron Street itself will be reconstructed including new curb, gutter pavement, intersection improvements, median islands and signal improvements. Currently the new construction will be concrete with an alternate of asphalt pavement. All improvements will be designed to minimize the impact to residents and traffic while maintaining sound construction practices.

In addition to the Huron Street reconstruction, other planned street improvements on 104th Avenue west of Huron, projected to cost \$225,000 and overlay and maintenance of residential streets for approximately \$750,000.

Improvements totaling more than \$2.2 million dollars are slated for the water treatment plant on 112th Avenue. These include expansion of the clearwell for \$1.5 million. (A clearwell is where treated water is stored before entering the distribution

system.) Improvements to the plant offices are also planned at an estimated cost of \$600,000, and miscellaneous water and sewer line repair for \$118,000.

At the other end of the utility system, \$400,000 is budgeted for expenditure at the wastewater treatment plant at Baseline Road and York Street in Weld County. Projects at the wastewater treatment plant include fencing and other security improvements for \$150,000, and \$250,000 in design work for projects to be constructed in future years.

The Capital budget includes some fun items too. Eighty thousand dollars is earmarked for playground equipment. The recreation center gets and new HVAC unit estimated to cost \$100,000, and the Webster Lake shoreline is in line for stabilization for about \$150,000.

A final major planned capital expenditure for 2007 is for a building at the Eastlake Maintenance Facility to house the solid waste equipment division for \$850,000.

Information and updates to ongoing City capital projects may be found on the City's website at www.northglenn.org. Just click on the orange "RESIDENTS" button, and then select "Get Information," then choose "Capital Improvements Projects."

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the Mayor

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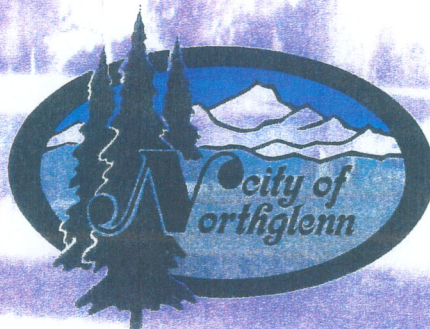
You asked about...

Frozen Water Pipes

Before you try to thaw them out, locate the master shutoff. It can usually be found where the water line comes into your house from the street, or it may be near the water heater or the washing machine. It's a good idea to locate this valve before a problem develops -- paint it a bright color or hang a tag or colorful ribbon from it so you can find it easily when you need to. If the pipe is frozen, it may already have burst and when it thaws, the water will come gushing out. So before thawing the pipe, be sure you know the location of the shutoff valve.

Never use a torch with an open flame to thaw the pipe. This could start a house fire, weaken the solder joint and allow the pipe to come apart, or it could overheat a single spot and burst the pipe. It's best to use a hair dryer on a low setting. Wave the warm air back and forth along the pipe. When it's thawed, you'll hear the water 'break loose.' If the pipe has broken, you'll see water leaking through the hole. If this is the case, turn off the water at the shutoff valve and call your plumber.

CITY OF NORTHGLENN
DEPARTMENTS OF
RECREATION AND CULTURAL SERVICES
AND
MAINTENANCE AND OPERATIONS



**PARKS AND RECREATION MASTER
PLAN**

2005 REVISION/UPDATE

"Great cities are known for their great parks"
- *Will Rogers*
The Trust for Public Land

Recognizing that predicting the specific needs of an addition to the facility in 1992 was premature, that study simply suggested a location for an addition and did not address long term programmatic needs. Schematic plans were drawn up in 2004 with the intent that construction would commence on a major renovation and expansion in 2005. A citizen-led process called upon Council to bring this matter to the vote of the people where it was narrowly defeated. Funds have been identified in the 5-year CIP for future improvements should Council direct staff to move forward with any desired improvements to the facility, pending a favorable vote by our residents.

D. WEBSTER LAKE and E.B. RAINS PARK REHABILITATION

The City hired a consultant in 1998 to perform design development services related to the Webster Lake and E.B. Rains Park Rehabilitation project. Preliminary design and construction cost estimating were completed in 1998 with final design and construction documents completed in 1999. Funds were committed in the 2000 and 2001 CIP budgets for this project with work commencing in August 2000. Multiple funding sources including the City's general fund, Conservation Trust, Colorado Division of Wildlife, Adams County Open Space, CDBG and private donations and sponsorships financed this project.

The most significant issues the City faced with this project included lakebed dredging and sealing, shoreline stabilization, inflow/outflow alternatives and fisheries enhancement. The secondary issues associated with this project included E.B. Rains, Jr. Memorial Park improvements. Examples of secondary issues included improvements to the pedal boat operation, maintenance and fish stocking access and park enhancements (new large picnic pavilions, new picnic tables and grills, footbridges, lighting improvements, benches, improved access for fishing, landscaping and park entry enhancements). The park also serves as the host site for the City's implementation of a public art program. The park reopened for public use on July 4, 2001. A second phase of improvements was largely completed in 2003 to finish other desired enhancement to the park's grounds, existing picnic pavilions, basketball court and playground. Additional trails were also installed. Minor final improvements are intended for completion in 2006, which include more shoreline stabilization, irrigation improvements and landscaping features and final enhancements to the Sensory Playground.

E. CROKE RESERVOIR/HURON STREET SHORELINE

Historically, the southbound lanes of Huron Street adjacent to Croke Reservoir have required periodic reconstruction due to saturated sub grade conditions and pavement failure. Wave action and continual erosion of the shoreline has aggravated this situation to the point where backfill and shoreline stabilization is necessary to maintain Huron Street in a safe and drivable condition. In so doing, it is our intent to provide a landscaped buffer between Huron Street and the lake while providing sufficient area to reconstruct the adjacent greenway trail offset from the curb line of the roadway thereby improving pedestrian safety and enhancing pedestrian and driver views into the natural area. Preliminary design

work on this project has been contracted out and desired improvements are hoped to be accomplished in 2006. Site improvements should allow for increased fishing access, improved trail corridor and the incorporation of appropriate landscaping and public art features.

F. LANDSCAPING/BEAUTIFICATION - ROW'S/MEDIANS/MAJOR ARTERIALS

City Council has established beautification of rights of ways, medians and major arterials and points of entry into the city as a city goal and priority. There are short term and long-term expectations associated with this goal and priority. Short-term objectives deal with increasing ongoing maintenance attention including mowing, weed control, landscaping, and operating budget considerations. Long-term expectations deal with formalized design, choice of landscaping materials and beautification plans that could include major renovations of rights of ways and medians of major arterials citywide. Additionally, construction of standardized fences along major arterials continues to be a long-term objective. All intended fencing along 104th Avenue was completed in 2002. The City has entered a multi-year effort to construct 6' cedar fences along Washington Street progressing south to north with the completion of this phase set for 2006. Standardized City monument signs are hoped to be duplicated at multiple locations throughout the City as an additional effort in the City's long-range beautification plan. With the completion of the 104th Avenue fencing project, one monument sign was located on 104th and the northbound on ramp to I-25 as well as at the intersection of 104th Avenue and Washington Street. These are similar in nature to that which was originally constructed adjacent to the Marketplace at 104th and the south bound off ramp of I-25. Additional locations have been identified for future consideration. At present, the city should look to what can be accomplished with the newly renovated bridge over I-25 at 120th Ave. as that serves as a major gateway into the city.

G. FARMERS' HIGHLINE CANAL TREE PLANTING AND LANDSCAPING PROGRAM

In an effort to recognize and maintain the significance of the Farmers' Highline Canal Trail the City Council has expressed a desire for a tree planting replacement and landscaping program along the trail in Northglenn. A volunteer tree planting effort, possibly in conjunction with other agencies, is envisioned. Challenges with this project include the abilities to keep any new plantings watered well enough to insure proper root establishment as well as staff time necessary to prune and manage these plantings for long-term health and viability.

Exhibit 7 - Support Letters

City of Northglenn

**Great Outdoors Colorado
Local Parks and Outdoor Recreation Grant Application**

- **Big Dry Creek Watershed Association**
- **Northglenn Community Foundation**
- **Northglenn Neighborhood Development Corporation**
- **Councilwoman Rosie Garner**
- **Northglenn Parks and Recreational Advisory Board**
- **Kim Snetzinger**
- **Northglenn Senior Organization**
- **Citizen's Police Academy Alumni Association of Northglenn**
- **Northglenn Senior Commission**



February 2, 2007

The State Board of Great Outdoors Colorado
1600 Broadway, Suite 1650
Denver, CO 80202

Re: City of Northglenn Local Government Parks and Outdoor Recreation Grant

To Whom It May Concern:

The Big Dry Creek Watershed Association is pleased to support the City of Northglenn's Croke Reservoir Project. The reservoir is designated as a nature area in the city. This project will enable the city to better protect the beauty of the area, it will provide improved water quality for the aquatic life and habitat, and it will provide greater access to the enjoyment of the wildlife in the area.

One of the goals of the Watershed Association is to protect, preserve and restore water quality, aquatic life, and habitat. Several objectives relating to this goal are listed below:

- Protect and preserve water quality, aquatic life, and aquatic habitat.
- Support existing and future efforts to preserve riparian habitat and open space in the watershed.
- Identify areas in need of and suitable for stream restoration and habitat protection and projects.

Northglenn's project is adjacent to our watershed, and as a good neighbor, we support their efforts, which are consistent with our own goals, in the context of the greater South Platte River watershed. The project will reduce sedimentation and help stabilize the shoreline at Croke Reservoir. A new aeration system will be installed that will minimize algal growth and improve DO levels that will improve the water quality and aquatic life. This will provide a healthier environment for fish and reduce odor. The completed project will provide multiple benefits to the community, the lake and aquatic life. The project will help the City of Northglenn to continue to provide the Croke Reservoir Nature Area as a unique urban oasis with recreational opportunities and amenities for north metro residents for many years in the future.

Very truly yours,

Big Dry Creek Watershed Association

By Jane Clary
Jane Clary, Big Dry Creek Watershed Coordinator

cc: Debra Gray, City of Northglenn



NORTHGLENN COMMUNITY FOUNDATION
11701 Community Center Drive
Northglenn, CO 80233
EIN# 84-099153

February 16, 2007

The State Board of Great Outdoors Colorado
1600 Broadway, Suite 1650
Denver, CO 80202

Re: City of Northglenn Local Government Parks and Outdoor Recreation Grant

To Whom It May Concern:

The Northglenn Community Foundation is pleased to support the City of Northglenn's Croke Reservoir Project. The Northglenn Community Foundation is a 501c3 organization that promotes community involvement and encourages the acquisition, retention, development and use of park, open space, recreational, cultural and leisure facilities within the city. We feel that it is important to have outdoor recreational activities available in the city that people of all ages and abilities can participate in and enjoy.

This project is important to the community because it will provide new and improved opportunities for outdoor recreation activities. This will include fishing, a new trail for roller blade use, running and walking, bird watching, nature photography, and greater wildlife viewing.

We are happy to extend our long time relationship with the City of Northglenn as a partner on this project. We will assist with community engagement and promotion of this project. We also currently provide the "Adopt-A-Tree Program" and the "Honorary Bench Program" to the city. Some of our members are Trail Partners and volunteer with trail cleanup in the city's trail system.

The use of GOCO funding will assist the City of Northglenn to continue to provide the Croke Reservoir Nature Area as a unique urban oasis with recreational opportunities and amenities for north metro residents for many years in the future.

Sincerely,

Mia Herren
President



February 20, 2007

The State Board of Great Outdoors Colorado
1600 Broadway, Suite 1650
Denver, CO 80202

Re: City of Northglenn Local Government Parks and Outdoor Recreation Grant

To Whom It May Concern:

The Northglenn Neighborhood Development Corporation (NNDC) is pleased to support the City of Northglenn's **Croke Reservoir Improvement Project**. A vital part of any community is the parks and recreation programs and services available to its residents. This project is important to the Northglenn community because it will continue to ensure that residents have access to an area that provides outdoor recreation opportunities.

NNDC is a private non-profit corporation that was started in 2004 by the City Council to work in partnership in its neighborhood revitalization efforts. NNDC believes that having recreational facilities available is an important part of any neighborhood revitalization. This project will provide options for north metro residents of all ages and abilities and at the same time preserve and protect this unique area in the City of Northglenn.

We strongly support this project and urge the board to consider funding the City of Northglenn's Croke Reservoir Improvement Project.

Sincerely,

William Sullivan
Executive Director



11701 Community Center Drive
P.O. Box 330061
Northglenn, Colorado 80233-8061
Phone 303- 451-8326
FAX 303- 450-8708
TDD 303- 450-8805

February 27, 2007

The State Board of Great Outdoors Colorado
1600 Broadway, Suite 1650
Denver, CO 80202

To Whom It May Concern:

We are writing this letter in support of potential grant funds from Great Outdoors Colorado for a project within the City of Northglenn that we feel strongly warrants and benefit's the purpose of the funds.

The City of Northglenn has recently completed the design phase for shoreline renovation and overall improvements to the Croke Reservoir Nature Area. This magnificent body of water and surrounding grounds is located within a residential area, but also is bordered by a major arterial street. The reservoir is home and refuge to a multitude of wildlife, but just as importantly, is a place of active and passive recreation to a wide variety of Northglenn citizens.

In our city, we are actively involved in a variety of recreational opportunities for all ages. We have a large Recreation Center, multiple ball fields that host not only soccer, but also baseball and football. We even host a rugby team in one of our many parks. Our trail system is second to none. It links all of our city's amenities for walkers, bikers, skaters or boarders. The addition of Croke Reservoir to this recreational mix is a firm commitment by the City Council. We anticipate this Nature Area will provide an endless variety of recreational opportunities to include fishing, walking, picnicking, wildlife observation, and family gatherings. Adjacent to Croke Reservoir is Danahy Park, which provides a continuation of the entire recreation experience, with playground, basketball and tennis courts.

Councilmember Parsons and I encourage you to assist the City of Northglenn with this most worthwhile project that will benefit our citizens for many years to come. Thank you for the opportunity to express our sentiments regarding this beautiful area that would benefit greatly from the Great Outdoors Colorado funds.

Rosie Garner


City Councilmember, Ward IV

Jill Parsons


City Councilmember, Ward IV



Northglenn Parks and Recreation Advisory Board

11701 Community Center Drive
Northglenn, CO 80233-1099

www.northglenn.org

February 16, 2007

The State Board of Great Outdoors Colorado
1600 Broadway, Suite 1650
Denver, CO 80202

Re: City of Northglenn Local Government Parks and Outdoor Recreation Grant

To Whom It May Concern:

The Northglenn Parks and Recreation Advisory Board is pleased to support and act as a partner for the City of Northglenn's Croke Reservoir Project.

The Parks and Recreation Advisory Board is appointed by the Northglenn City Council. We advise Council and staff about park plans, facilities and programs. We make recommendations to Council on contracts and expenditures for projects and hold public hearings for capital improvement projects and recreation services. As residents and representatives for the citizens of Northglenn, we feel it is important to continue to improve and protect wildlife areas and habitats and provide diverse recreational opportunities.

This project has long been desired by residents of Northglenn. The population of Northglenn and nearby communities will be better served recreationally through the planned improvements to this community asset.

We hope that you will receive the City of Northglenn proposal for the 2007 Local Government Parks and Outdoors Recreation Grant with the same enthusiasm as we have. The use of GOCO funding will assist the City of Northglenn to continue to provide Croke Reservoir as a unique urban oasis with recreational opportunities and amenities for north metro residents for many years in the future.

Sincerely Yours,

Dwight W. Kimsey
President

February 26, 2007

The State Board of Great Outdoors Colorado
1600 Broadway, Suite 1650
Denver, CO 80202

Re: Local Government Parks and Outdoor Recreation Grant – Croke Reservoir

To Whom It May Concern:

I am pleased to support the City of Northglenn's **Croke Reservoir Project**. I am a Northglenn resident and live on the west side of the city where the reservoir is located. Although the reservoir park is currently a pleasant place to visit, the area needs to be improved and enhanced.

The new trails, overlook, and fishing node proposal is well thought out and if built as presented will provide my family and families from the north metro area excellent new and enhanced opportunities to enjoy and experience outdoor recreation in Northglenn.

I ask for your consideration for the City's grant request, so that this important community asset can be a place where people of all ages and abilities can visit to see wildlife and to participate in outdoor recreation.

Thank you.

Sincerely,



Kim Snetzinger
10729 Varese Lane
Northglenn, CO 80234

February 20, 2007

The State Board of Great Outdoors Colorado
1600 Broadway, Suite 1650
Denver, CO 80202

Re: City of Northglenn Local Government Parks and Outdoor Recreation Grant

To Whom It May Concern:

The Northglenn Senior Organization (NSO) is pleased to support the City of Northglenn's Croke Reservoir Project. We believe that outdoor recreation is important to all community members but it is especially critical for seniors in order to ensure a healthy and active lifestyle. This project is important to our membership as it will provide additional options and opportunities for us to enjoy outdoor recreation, regardless of our age or ability.

The NSO was founded in 1974, and is comprised of approximately 900 members, who are residents of Northglenn and the surrounding cities of Thornton, Westminster, Broomfield and Brighton. We are located at the Northglenn Senior Center and assist city staff with recommendations regarding the daily operation of the Senior Center, and with the activities and events that take place. Each year we provide many hours of volunteer service to the Senior Center, which allows for events to take place with minimal staff time.

The senior population of the north metro area will be better served recreationally through the planned enhancements and improvements to this community asset. On behalf of the Northglenn Senior Organization, I endorse this project and ask for your strong consideration for funding for this important and worthwhile project.

Sincerely,



Paul Lucero
President



February 16, 2007

The State Board of Great Outdoors Colorado
1600 Broadway, Suite 1650
Denver, CO 80202

Re: City of Northglenn Local Government Parks and Outdoor Recreation Grant

To Whom It May Concern:

The Citizens Police Academy Alumni Association of Northglenn (CPAAAN) is pleased to support and act as a partner for the City of Northglenn's Croke Reservoir Nature Area Improvement Project proposal. As residents and representatives for the citizens of Northglenn, we feel it is important to continue to improve the quality of life in Northglenn and provide diverse recreational opportunities.

CPAAAN is a non-profit organization whose members provide assistance to the Police Department, Parks and Recreation Department and other community activities. We have long collaborated with the city on parks and recreational issues with programs that include Trail Partners, Park Rangers Program and for graffiti removal.

This project will enable the city to better protect the beauty of the area, it will increase outdoor recreation opportunities and it will provide greater access to the enjoyment of the wildlife in the area for people of all ages and abilities.

The use of GOCO funding will greatly assist the City of Northglenn to continue to provide the Croke Reservoir Nature Area as a unique urban recreational area with opportunities and amenities for north metro residents for many years in the future.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Monroe".

John Monroe
President

February 20, 2007

The State Board of Great Outdoors Colorado
1600 Boradway, Suite 1650
Denver, CO 80202

Re: City of Northglenn Local Government Parks and Outdoor Recreation Grant

To Whom It May Concern:

The Northglenn Senior Commission is please to support the City of Northglenn's Croke Reservoir Improvement Project. We believe that it is very important for communities to provide outdoor recreation opportunities for all interests, ages and abilities.

The Senior Commission is appointed by the Northglenn City Council and acts in an advisory capacity to City Council regarding senior issues in the community. Our board consists of 9 individuals, who must be 55 and over and reside within the City of Northglenn. One member is a representative from the Northglenn Senior Organization. Our goal is to represent programs, activities and services for senior citizens of all income levels and physical abilities. We strive to gather and communicate resource information about current issues relating to seniors.

The Croke Reservoir Improvement project will provide much needed recreational opportunities and amenities for our residents, but will also improve and protect the surrounding wildlife areas and habitats. The project will ensure that the Croke Reservoir Nature Area remains a vital asset for north metro residents.

Sincerely,



Kathryn Welsh
Chairman