

PARKS, RECREATION & CULTURE MEMORANDUM
#23-2026

DATE: Sept. 14, 2026

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Jason Loveland, Acting City Manager *AL*

FROM: Amanda J. Peterson, Director of Parks, Recreation & Culture *ajp*

SUBJECT: CR-111 – Adams County Open Space Grant – Larson Glenn Mini-Pitch

PURPOSE

To consider CR-111, a resolution approving a grant agreement and accepting grant funding in the amount of \$134,520 for the Larson Glenn Mini-Pitch (Futsal) Project.

BACKGROUND

Adams County Open Space (ACOS) offers two grant cycles each year. Funding is generated through the ACOS tax, with 68% of revenues distributed through a competitive grant process. Eligible uses for these funds are outlined in Adams County Resolution 99-1 and the ACOS Policies and Procedures Manual.

During the spring 2026 ACOS grant cycle, the ACOS Advisory Board recommended that the grant request for the Larson Glenn Mini-Pitch be fully funded. The Adams County Commissioners accepted the recommendation and approved a grant award of 55.11% of the total project, not to exceed \$134,520. Funding from this grant would be used to install a lighted, ADA-accessible mini-pitch designed to accommodate futsal, basketball and other recreational activities.

BUDGET/TIME IMPLICATIONS

The total cost of this project is estimated to be \$244,100. The project will be partially funded through the ACOS grant. Matching funds in the amount of \$109,580 were secured through a Youth Sports Access grant from the National Parks and Recreation Association.

The grant agreement must be signed and submitted to ACOS within 45 days of award. This project would begin in the last quarter of 2026.

STAFF RECOMMENDATION

Staff recommends approval of CR-111, authorizing the Mayor to sign the ACOS Grant Agreement for the Larson Glenn Mini-Pitch Project and accepting ACOS grant funding in the amount of \$134,520.

STAFF REFERENCE

If Council members have any questions, please contact Amanda Peterson, Director of Parks, Recreation & Culture, at apeterson@northglenn.org or 303.450.8950.

CR-111 – Adams County Open Space Grant – Larson Glenn Mini-Pitch

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-111
Series of 2026

Series of 2026

A RESOLUTION ACCEPTING AN ADAMS COUNTY OPEN SPACE GRANT AND APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, the City of Northglenn has submitted an application to Adams County to use Adams County Open Space Sales Tax funding for the Larson Glenn Mini-Pitch Project to install a lighted, ADA-accessible mini-pitch designed to accommodate futsal, basketball and other recreational activities; and

WHEREAS, the Adams County Board of County Commissioners has approved the grant application and has prepared an Adams County Open Space Grant Agreement, which provides \$134,520.00 for the Larson Glenn Mini-Pitch Project.

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

Section 1. The Adams County Open Space Grant in the amount of \$134,520.00 is hereby accepted and the Adams County Open Space Grant Agreement, attached hereto as **Exhibit A**, between the City of Northglenn and the Adams County Board of County Commissioners for the Larson Glenn Mini-Pitch Project is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED, at Northglenn, Colorado, this _____ day of _____, 2026.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, MMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

ADAMS COUNTY OPEN SPACE GRANT AGREEMENT

The Grant Agreement ("Agreement") is made and entered into this 28th day of July 2026, between the CITY OF NORTHGLENN ("Applicant") and the County of Adams, acting through the Board of County Commissioners ("Adams County").

RECITALS

WHEREAS, in November 1999, the citizens of Adams County passed a county-wide one-fifth of one percent Open Space Sales Tax (the "Tax"); and

WHEREAS, in November 2004, the citizens of Adams County reauthorized the Tax and increased it to one-fourth of one percent; and

WHEREAS, in November 2020, the citizens of Adams County authorized the permanent extension of the existing county-wide sales tax of one-fourth of one percent for the continuing purpose of preserving open space and creating and maintaining parks and recreation facilities; and

WHEREAS, the majority of the revenues collected are distributed to qualifying jurisdictions through a competitive grant process; and

WHEREAS, on March 27th, 2026, Applicant applied for an Adams County Open Space Grant to complete the "LARSON GLENN MINI-PITCH PROJECT" (the "Project"); and

WHEREAS, on July 28th, 2026, Adams County awarded Applicant an Adams County Open Space Grant to complete the Project; and

WHEREAS, Adams County awarded the Project 55.11% of the total Project costs, not to exceed \$134,520.00.

AGREEMENT

NOW, THEREFORE, the Parties hereto agree as follows:

1. Grant Award. Adams County hereby awards to Applicant a grant in the amount of 55.11% of the total Project costs, not to exceed \$134,520.00 (the "Grant"), subject to terms and conditions set forth in this Agreement.
2. Project Scope. Applicant shall complete the Project as described in the grant application, attached as Exhibit 1 ("Project Scope"), and incorporated herein by this reference. Exhibit 1 attachments include the grant application and all application attachments. Applicant shall not materially modify the Project Scope without the approval of Adams County. Applicant may request a modification to the Project Scope in compliance with the Modification Policy in the Open Space Policies and Procedures, attached as Exhibit 2 and incorporated herein by this reference, as may be amended from time to time by Adams County in its sole discretion. Adams

County may elect to terminate this Agreement and deauthorize its funding for the Project in the event it determines that the Project Scope has been materially modified without its approval and/or if Applicant fails to comply with the Modification Policy.

3. Completion Date. Applicant shall complete the Project no later than July 28th 2028, (“Completion Date”), which is two years after the date of Adams County’s approval of the Project. Project completion requires all necessary documentation be submitted to Open Space staff on or before the Completion Date. Applicant may request an extension of the Completion Date in compliance with the Extension Policy in the Open Space Policies and Procedures, exhibit 2, as may be amended from time to time by the Board of County Commissioners in its sole discretion. Adams County may elect to terminate this Agreement and deauthorize its funding for the Project in the event that this Completion Date is not met and/or if Applicant fails to comply with the Extension Policy.
4. Compliance with Open Space Sales Tax Resolution and Open Space Policies and Procedures. Applicant shall use the Grant in accordance with Resolution 2020-480, and the Open Space Policies and Procedures, collectively attached hereto as Exhibit 2.
5. Audits and Accounting Records. Applicant shall maintain standard financial accounts, documents, and records relating to the completion of the Project. The accounts, documents and records related to the completion of this Project shall be subject to examination and audit by Adams County staff (the “Staff”) prior to receiving the Grant. All such accounts, documents, and records shall be kept in accordance with generally accepted accounting principles and be subject to an annual independent audit as set forth in Exhibit 2.
6. Payment of Grant. Adams County agrees to make payments to the Applicant in the following manner:
 - a. Payments. Adams County agrees to disburse grant funds to Applicant to provide reimbursement for the payment of project costs upon successful completion of the Project, or on a quarterly basis. Itemized Reimbursement Requests, as set forth below, are required for reimbursements. Should the Project take two full years to complete, the Reimbursement Request for the final period of the project must be received by July 28th, 2028 to remain compliant with the Project Completion Date, as set forth above. Reimbursements disbursed from Adams County shall not exceed 55.11% of project costs incurred during the previous period with cumulative reimbursements totaling no more than \$134,520.00.
 - b. Acceptable Expenditures. Applicant can request payment for 55.11% of all project costs incurred within the previous period with cumulative reimbursements totaling no more than \$134,520.00 that: (1) have already been paid by the Applicant, and (2) are listed in the approved budget attached as Exhibit 1, under Application Attachment A – Project Budget. Applicant may request disbursement of grant funds for costs that have been

incurred, but not paid by Applicant. However, Adams County will consider such requests on a case-by-case basis and distribution of grant funds for these purposes is not guaranteed.

- c. Reimbursement Request. Applicant shall submit via hand delivery, email, or regular mail, to Adams County an itemized Reimbursement Request for project costs that have been incurred as of the date of the request. Each Reimbursement Request shall contain the following: (1) copies of invoices and/or employee time sheets complete with a spreadsheet indicating hours worked, wages earned, and taxes and benefits paid for work related specifically to the Project; (2) documentation substantiating that the Applicant has paid for the costs for which it is requesting reimbursement, including but not limited to cancelled checks or proof of a wire transfer; and (3) a brief summary of the work completed to date.
 - d. Approval of Payment of Reimbursement Requests. The Adams County Open Space Program Manager shall approve or disapprove the amount of each Reimbursement Request within fifteen (15) days of receipt of a legible Reimbursement Request. Payment shall be made to Applicant by check or electronic fund transfer.
 - e. Disapproval of Reimbursement Request. If Adams County disapproves any amount or amounts in a Reimbursement Request, Adams County shall promptly notify Applicant of the reason, therefore. Upon receipt of disapproval, Applicant and Adams County shall meet within one week to discuss what, if anything, the Applicant can do to obtain payment of the requested amount that was denied.
7. Signage. Applicant shall erect and maintain an Adams County Open Space Sign, which shall be provided by Adams County, in a prominent place on the Project site, unless the Project will not be open to the public.
8. Publicity. In all press releases regarding this Project, Applicant shall include the following statement: "This Project was funded in part with proceeds from the Adams County Open Space Sales Tax. The Adams County Open Space Sales Tax was originally passed by the Adams County voters in 1999, and reauthorized and permanently extended in November 2020.
9. Miscellaneous Provisions.
- A. Good Faith. Both Parties have an obligation to act in good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
 - B. Applicable Law. Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute shall be in Adams County, Colorado.

- C. Time is of the essence. Time is of the essence in this Agreement.
- D. Authority. The undersigned represents and warrants that he or she is duly authorized and has legal capacity to execute this agreement on behalf of the Applicant, that the Applicant's obligations in this Grant Agreement have been authorized, and that the Grant Agreement is a valid and legal agreement binding on the Applicant in accordance with its terms.
- E. Survival. The terms and provisions of this Agreement and Applicant's obligations hereunder shall survive the funding of the Grant.
- F. Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No changes to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF ADAMS, STATE OF COLORADO

Chair

ATTEST:
CLERK AND RECORDER'S OFFICE

Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

CITY OF NORTHGLENN

By (signature)

Printed name

Title



Outlook

New submission from Adams County Open Space Grant Application - Active Use

From Active Use Submission <webmaster@adamscountyco.gov>**Date** Thu 3/26/2026 2:25 PM**To** Form Submissions <FormSubmissions@adamscountyco.gov>; Rae-Anne Reichow <RARreichow@adamscountyco.gov>; Nolan Egan <NEgan@adamscountyco.gov>**Please be cautious: This email was sent from outside Adams County****Applicant Organization Name:**

City of Northglenn

Name of Project

Larson Glenn Mini-Pitch Project

Grant Request (this cycle only)

134,520

Matching Funds (cash +in-kind)

109,580

Total Project Costs

244,100

Grant Request (% of Total Project Costs)

55.1

Applicant Organization Name:

City of Northglenn

Name of Project:

Larson Glenn Mini-Pitch Project

Primary Contact Name:

Jesse Mestrovic

Phone:

3034508838

Email:

jmestrovic@northglenn.org

Title:

Project Manager

City:

Northglenn

State:

Colorado

Zip:

80233

Address:

11701 Community Center Drive

Name:

Amanda Peterson

Title:

Direcotr

Phone:

3034508950

Email:

apeterson@northglenn.org

Name:

Elle Marzec

Title:

Recreation Manager

Phone:

3034508936

Email:

emarzec@northglenn.org

Briefly describe your project (<100 words)

The Larson Glenn Park Mini-Pitch Project will transform an underutilized park area into a lighted, ADA-accessible modular mini-pitch for soccer and multi-sport play. The project includes built-in goals, seating, containment walls, and energy-efficient lighting. Designed to expand youth sports access and promote health and wellness, the facility will support both organized programming and informal community use. This investment activates existing park space, enhances neighborhood connectivity, and provides an inclusive, culturally relevant recreation amenity for residents of all ages and abilities.

Pursuant to the Open Space Policies and Procedures, a project can be submitted for funding consideration up to three (3) times. Has this grant been submitted for funding consideration in a previous grant cycle?

- No

Property site address:

1308 E 112th Place

Parcel ID# (Required):

0171902326001

Nearest cross streets:

Larson Lane, E 112th Avenue, & E 112th Place

Is this project located in Adams County?

- No

Please provide GPS Coordinates, longitude and latitude.

39.899923, -104.970372

a. Please describe each component of the project and scope of work in detail (<6,000 characters). Complete Attachment C - Estimated Project Timeline below.

The Larson Glenn Park Mini-Pitch Project will transform an underutilized area of the existing neighborhood park into a lighted, ADA-accessible modular mini-pitch designed for soccer and multi-sport play.

Project Components:

1. Modular Mini-Pitch Installation

- Installation of a pre-engineered modular sports system.
- ADA-accessible sport surface suitable for soccer and multi-sport activities.
- Built-in goals integrated into a perimeter containment system.
- Player benches and secure storage elements.
- Containment walls/fencing to keep play contained and minimize disruption to the surrounding area.

2. Sports Lighting System

- Energy-efficient, professional-grade lighting system designed for neighborhood-scale facilities.
- Lighting engineered to reduce glare and minimize spillover onto adjacent properties.

3. Site Preparation & Infrastructure

- Minor site preparation within existing open turf area.
- Electrical connections and utility coordination.
- Permitting and inspections.

4. Accessibility Improvements

- ADA-compliant accessible routes connecting the mini-pitch to existing park amenities.
- Integration with current park circulation.

b. Does this project attempt to avoid conflicts between surrounding uses and park uses? Are there attempts to separate high use areas within the park to avoid user conflicts? If yes, clearly identify these areas on the Project Site Plan. (<2,000 characters)

Yes. The project has been intentionally designed to minimize conflicts between park uses and surrounding properties.

- The mini-pitch will be located over the current basketball court.
- The modular containment system keeps balls within the play area, preventing interference with other park users.
- Lighting is engineered to reduce glare and spillover onto adjacent residential areas.
- The pitch location creates separation between passive park areas (shelter and open lawn) and active high-use sport areas.

These areas will be clearly delineated on the Project Site Plan, showing separation between:

- Proposed mini-pitch over the existing basketball court
- Shelter/picnic space
- Open turf

a. Clearly describe how this project will fulfill needs of the community (i.e. the project provides recreation opportunities for underserved areas, addresses health and safety issues, etc.). (<2,000 characters)

This project addresses several important community needs:

- Expands access to youth sports in a neighborhood setting.
- Activates underutilized park space.
- Provides structured and unstructured recreation opportunities.
- Supports health and wellness through accessible physical activity.
- Enhances equity by focusing on soccer, one of the most culturally inclusive and widely played sports in the community.

The mini-pitch will provide low-cost programming and free drop-in play, ensuring access for youth regardless of income. The facility strengthens neighborhood cohesion while promoting physical and social health outcomes.

b. Explain the urgency to complete this project, including how the scope of the project will be affected if Adams County Open Space Grant funds go unsecured and what, if any, opportunities will be lost if the project does not receive grant funding this cycle. (<2,000 characters)

Grant funding is critical to completing the full scope of this project.

Without Adams County Open Space funding:

- Installation could be delayed and downsized
- Infrastructure elements such as lighting or ADA enhancements may need to be phased.
- Opportunities to leverage matching grant funds and partnerships may be reduced.

Delaying the project would postpone expanded youth recreation access and miss momentum created by current funding commitments and partnerships. Completing the project in this funding cycle ensures timely delivery and maximizes external investment.

a. Describe all current and anticipated future uses of the project, including all programmed and nonprogrammed activities. (<2,000 characters)

Current Uses at Larson Glenn Park:

- Informal open space play
- Basketball
- Small gatherings at shelter

Future Uses with Mini-Pitch:

- Organized youth soccer programs
- Multi-sport programming (futsal & basketball)
- Drop-in neighborhood play
- School & Colorado Rapids Youth Soccer partnerships
- Small clinics and skill-building sessions
- Informal pickup games

The mini-pitch will support both programmed and non-programmed recreation.

b. Explain how this project will appeal to a broad diversity of users or address the needs of specific groups (i.e. the project will provide facilities specifically for youth, the elderly, those with a disability, or will serve a combination of many groups). (<2,000 characters)

The project is designed to serve:

- Youth and teens
- Families

- Culturally diverse populations
- Individuals with disabilities (ADA accessible design)
- Low-to-moderate income households

Soccer's universal appeal makes it particularly effective in bringing together diverse cultural groups. The facility supports equitable recreation access and fosters intergenerational play.

a. Explain how this project fits into a regional or master plan. (<2,000 characters)

The project aligns with:

- 2025-2029 City Council Strategic Plan.
- The City's Parks, Recreation & Culture strategic goals identified in the PRC Long Range Plan.
- Community wellness initiatives.
- Youth sports expansion priorities.

It supports neighborhood-level recreation access and equitable distribution of facilities.

b. Will this project link to other trails, parks, or open space properties in the applicant's jurisdiction or in another jurisdiction, now or in the future? If not, explain the significance of the project location. (<2,000 characters)

Larson Glenn Park functions as a neighborhood-scale park within Northglenn's broader park system. While not a regional trailhead, it connects residents within walking distance to recreation amenities.

The project strengthens the local park network by activating an existing neighborhood park and complementing other city athletic facilities.

a. Open Space Sales Tax dollars are to be used in accordance with Resolution 2020-480. Please describe how the project complies with the Tax. (<2,000 characters)

The project complies with Resolution 2020-480 by:

- Enhancing public outdoor recreation opportunities.
- Improving access to neighborhood park infrastructure.
- Supporting health, wellness, and youth engagement.
- Investing in existing public parkland for long-term community benefit.

The project promotes active recreation consistent with the intent of the Open Space Sales Tax.

Provide any additional information needed to understand the project budget -Attachment A (i.e., how land value was estimated without an appraisal, how costs were estimated on equipment or staff time, etc.). Please DO NOT write any dollar amounts below. (<2,000 characters)

Cost estimates are based on manufacturer pricing for the modular mini-pitch system, recent comparable installations, contractor estimates for site preparation, and internal staff projections for project management and oversight. Infrastructure costs were estimated through consultation with electrical contractors and review of site conditions. In-kind contributions include staff time for design coordination, permitting, project management, and ongoing maintenance.

The project budget reflects realistic market-based pricing and includes contingency planning to manage risk.

Please list partners and describe how each partner is contributing to the project. Please DO NOT write any dollar amounts below. (<2,000 characters)

Key partners include:

- Musco Sports Lighting – Modular system delivery, lighting, installation support, and technical assistance.
- Local schools – Program activation and youth engagement.
- Community-based soccer organizations – Programming support and community activation.
- City departments – Project management, maintenance, permitting, and site preparation.

These partnerships strengthen delivery capacity and long-term sustainability.

Briefly describe any effort made on the part of the applicant to gain support for this project (i.e., community surveys completed, neighborhood meetings, solicited comments, etc.). (<2,000 characters)

Community engagement has included:

- Feedback through parks planning processes and identified in the city's Strategic Plan and the Playbook: the Park, Recreation & Culture Long Range Plan
- Conversations with youth sports stakeholders.
- Input from community-based organizations.
- Ongoing engagement with neighborhood residents.
- Matching grant funding awarded by the National Parks and Recreation Association

The project reflects expressed interest in expanded youth sport access and more diverse recreation amenities.

a. Describe how this project will be managed to ensure safety of users and for long-term sustainability. Include in your answer the entity responsible for maintenance, the available resources, and the typical maintenance schedule. (<2,000 characters)

The City of Northglenn Parks, Recreation & Culture Department will manage and maintain the facility.

Maintenance Approach:

- Routine inspections
- Surface cleaning and minor repairs
- Lighting system monitoring
- Annual safety inspections

The modular system includes a long-term warranty, minimizing maintenance risk. City staff have experience managing similar park infrastructure and have the operational capacity to ensure safe, sustainable operations for decades.

b. Is there a written agreement or Intergovernmental Agreement for things such as access or maintenance?

No

Project Name

Rotary Park Shelter

Project Name

Kiwanis Pool Improvements - Phase II

Project Name

Fox Run Playground Renovation Project

Project Manager

Jesse Mestrovic

Project Manager

Jesse Mestrovic

Project Manager

Jesse Mestrovic

Award Date

Spring 2022

Award Date

Fall 2023

Award Date

Fall 2023

Completion Date

Spring 2024

Completion Date

Summer 2024

Completion Date

Summer 2024

Project Name

Eleanor M. Wyatt Centennial Park and Sculpture Garden - Design Project

Project Name

Kiwanis Pool Enhancement Project

Project Name

Odell Barry Park

Project Name

Festival Lawn Shade Structure & Public Art Project

Award Amount

116,000

Award Amount

23,000

Award Amount

3335604

Award Amount

560000

Original Due Date

10/2027

Original Due Date

10/2027

Original Due Date

10/2027

Original Due Date

5/2027

Status

RFP just closed. Consultant selection in process.

Status

Amenities have been ordered. Spring/Summer installation.

Status

Project bid documents being prepared

Status

Project bid documents being prepared

1st Priority

Colorado 150 & America 250 Celebration

2nd Priority

Parks Barn Electrification Project

3rd Priority

Larson Glenn Mini-Pitch Project

Upload files here.

- [Attachment-K-Letters-of-Commitment-from-Project-Partners.LarsonGlenn.pdf](#)
- [Attachment-E-Source-of-Funds-LarsonGlenn.pdf](#)
- [Attachment-D-Source-of-Funds.LarsonGlenn.pdf](#)
- [Attachment-B-Project-Budget.LarsonGlenn.pdf](#)
- [Attachment-L-LettersofSupport.LarsonGlenn.pdf](#)
- [Attachment-I-Master.RegionalPlans.LarsonGlenn.pdf](#)
- [Attachment-G-Location-Map.LarsonGlenn.pdf](#)
- [Attachment-F-Project-Site-Plan.LarsonGlenn.pdf](#)
- [Attachment-C-Project-Timeline-LarsonGlenn.pdf](#)
- [Attachment-A-Project-Budget.LarsonGlenn.pdf](#)

Applicant Name:

Jesse Mestrovic

Title:

Project Manager

Date:

3/26/26



Adams County Open Space Project Budget

Date: 3/26/26

Project Name: Larson Glenn Park Mini-Pitch Project

Amount Requested: \$134,520

% Total Project Costs: 55.1%

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
Modular Mini-Pitch	\$44,520				\$89,580	\$134,100
Electric	\$40,000					\$40,000
Netting/fencing	\$15,000					\$15,000
Site amenities	\$30,000					\$30,000
Site preparation	\$5,000					\$5,000
Programming and Activation			\$20,000			\$20,000
<i>Budget Total</i>	\$134,520		\$20,000		\$89,580	\$244,100



ADAMS COUNTY OPEN SPACE

ATTACHMENT B - PROJECT BUDGET CATEGORIES

Attachment B should not include dollar amounts.

Attachment B will mirror Attachment A but have corresponding check marks in place of dollar amounts.

Date: 3/26/26

Project Name: Larson Glenn Park Mini-Pitch Project

% Total Project Costs: 55.1%

Description of Item/Expense	Grant Request		Previous ADCO Award		Applicant Match		Partner Match		In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
Modular Mini-Pitch	☒		☐		☐		☐		☒	
Electric	☒		☐		☐		☐		☐	
Netting/fencing	☒		☐		☐		☐		☐	
site amenities	☒		☐		☐		☐		☐	
Site preparation	☒		☐		☐		☐		☐	
programming and activation			☐		☒		☐		☐	
	☐		☐		☐		☐		☐	
	☐		☐		☐		☐		☐	
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	☐		☐		☐		☐		☐	
	☐		☐		☐		☐		☐	
<i>Budget Total</i>										



Adams County Open Space Project Timeline

Date: 3/26/26

Project Name: Larson Glenn Park Mini-Pitch Project

Description of Task	Year One Task Dates											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Modular Mini-Pitch	☐	☐	☐	☐	☐	☐	☒	☒	☒	☒	☒	☒
Electric	☐	☒	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
Netting/fencing	☐	☒	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
site amenities	☐	☒	☐	☐	☐	☐	☒	☒	☒	☐	☐	☐
site preparation	☐	☐	☐	☐	☐	☐	☒	☒	☒	☐	☐	☐
programming and activation	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

Description of Task	Year Two Task Dates											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Modular Mini-Pitch	☒	☒	☒	☒	☒	☒	☐	☐	☐	☐	☐	☐
Electric	☒	☒	☒	☒	☒	☒	☐	☐	☐	☐	☐	☐
Netting/fencing	☐	☐	☒	☒	☒	☐	☐	☐	☐	☐	☐	☐
site amenities	☐	☐	☒	☒	☒	☐	☐	☐	☐	☐	☐	☐
site preparation	☐	☐	☒	☒	☒	☐	☐	☐	☐	☐	☐	☐
programming and activation	☐	☐	☒	☒	☒	☒	☒	☒	☒	☒	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

The timeline should reflect scheduling for each task of your project over the next 24 months. Describe each task of your project and put an X in the column for the month that task will occur.



ADAMS COUNTY OPEN SPACE

ATTACHMENT D - SOURCE OF FUNDS

In the chart below, please list all sources of funds. For partners, please provide a brief description of the contribution. Regarding the Applicant's contribution, only fill out the "Brief Description of Contribution" if the Applicant is making an in-kind contribution.

Attachment D should include dollar amounts.

Project Name: Larson Glenn Park Mini-Pitch Project

% Total Project Costs: 55.1%

Source of Funds	Date Secured	Grant Request	Previous ADCO Grant Awards	Cash Match	In-Kind Match	Total Funding	Brief Description of Contribution (<10 Words)
NRPA Grant - Youth Sports Access	1/22/26			\$20,000	\$89,580	\$109,580	Credit: Musco modular system
Spring ADCO grant request		\$134,520				\$134,520	
<i>Total</i>		\$134,520		\$20,000	\$89,580	\$244,100	



ADAMS COUNTY OPEN SPACE

ATTACHMENT E - SOURCE OF FUNDS CATEGORIES

In the chart below, please mark all sources of funds. For partners, please provide a brief description of the contribution. Please mark each corresponding cell. Regarding the Applicant's contribution, only fill out the "Brief Description of Contribution" if the Applicant is making an in-kind contribution.

Attachment E should not include dollar amounts. Attachment E will mirror Attachment D but have corresponding check marks in place of dollar amounts.

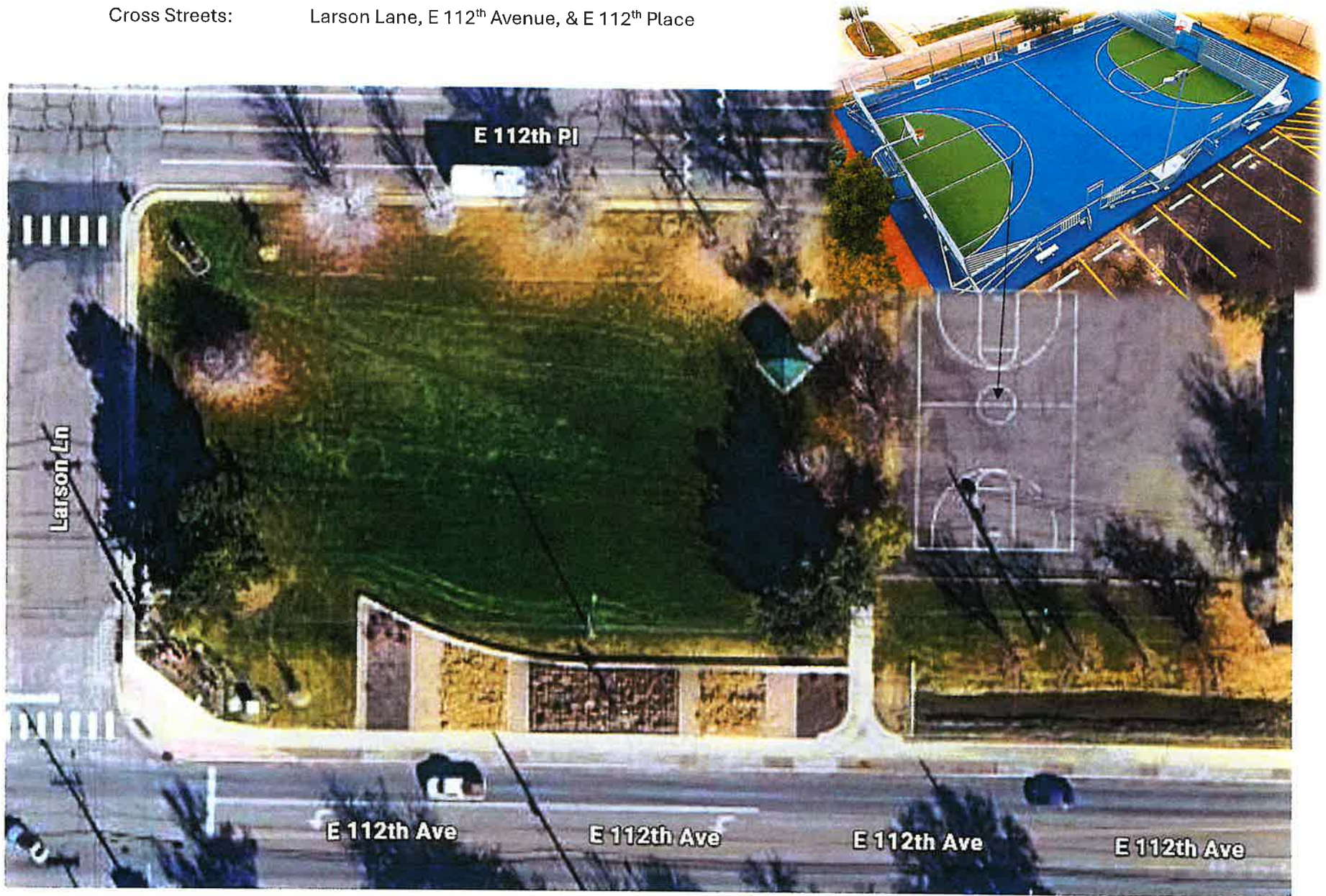
Project Name: Larson Glenn Park Mini-Pitch Project

% Total Project Costs: 55.1%

Source of Funds	Date Secured	Grant Request	Previous ADCO Grant Awards	Cash Match	In-Kind Match	Total Funding	Brief Description of Contribution (<10 Words)
NRPA Grant	☒	☐	☐	☒	☐	☒	
ADCO Spring Grant Request	☐	☒	☐	☐	☐	☒	
	☐	☐	☐	☐	☐	☐	
	☐	☐	☐	☐	☐	☐	
	☐	☐	☐	☐	☐	☐	
	☐	☐	☐	☐	☐	☐	
	☐	☐	☐	☐	☐	☐	
	☐	☐	☐	☐	☐	☐	
<i>Total</i>							

Larson Glenn Mini-Pitch Project

Cross Streets: Larson Lane, E 112th Avenue, & E 112th Place



Larson Glenn Mini-Pitch Project

Cross Streets: Larson Lane, E 112th Avenue, & E 112th Place



2025-2029 \\ CITY COUNCIL

Strategic Plan

IMAGINE THE POSSIBILITIES

EMPOWERING CHANGE, DELIVERING RESULTS.



Northglenn

3.3 Civic Center Infrastructure Evaluation

Evaluate the infrastructure to support the continued development of the Civic Center. \\ The Civic Center Plan identifies high-level infrastructure needs. Long-range planning and system analysis should be updated to support utility system planning and ensure the city and future developers have up-to-date information.

Departments: Public Works • Planning

Funding: To be determined

∞ 4.2

3.4 112th Avenue Drainage

Evaluate engineering options on East 112th Avenue to address drainage concerns. \\ The current drainage system was not designed to accommodate the heavy rain that occurred in 2023. The resulting flooding impacted a number of homes south of East 112th Avenue.

Department: Public Works

Timeline: Any major CIP work could begin in 2026, pending council approval and funding. \\ Council was presented an engineering assessment to identify permanent options on Dec. 2, 2024.

Funding: \$16M-\$19M \\ Design and construction of a selected project will require funding from multiple sources.

3.5 Stormwater Fee Evaluation

Evaluate stormwater fees based on capital improvement needs identified in a stormwater integrity and functionality evaluation.

Department: Public Works

Timeline: The fee evaluation would begin in 2025 for consideration in 2026. \\ The functionality and integrity study is underway.

Funding: To be determined \\ Funds would come from stormwater fees.

3.6 Wastewater Treatment Plant Long-Range Plans

Utilize engineering evaluations of the plant to develop appropriate project scopes and goals.

Department: Public Works

Timeline: In 2025, staff will work to develop appropriate project scopes and goals for council consideration in 2026. \\ An engineering evaluation has been completed, along with planning-level recommendations for needed upgrades.

Funding: Only staff time is needed to create the plan, which will inform specific budget needs over the next several years.

3.7 Long-Term Building Maintenance Plan

Develop a comprehensive document outlining the anticipated maintenance needs of city buildings over their useful lives of 50 years or more. \\ This includes preventative maintenance tasks, repairs, estimated costs, and the overall strategy to maintain the buildings' value and functionality over time.

Department: Public Works

Funding: To be determined

3.8 Northglenn Image Enhancement

Increase brand awareness in the city.

- 3.8a Wrap traffic signal cabinet boxes and utility boxes \\ This project will wrap approximately 35 of the city's 50 traffic signal cabinets. \\ After approval by council in December 2024, the artist starting applying the wraps in January 2025. \\ Additional traffic signal cabinets or utility boxes could be wrapped. \\ This is in partnership with the Northglenn Arts & Humanities Foundation.

- 3.8b Entryway signage program

- 3.8c Update light pole banners

Departments: Communications • Parks, Recreation & Culture • Public Works

Funding: To be determined \\ The utility box wrapping cost was \$75K, which includes a \$25K Adams County Grant. This was budgeted and committed in 2024. \\ The light pole banners are projected to be \$16K.

∞ 3.18 • 3.19 • 3.22

3.9 Futsal Court

Install a court for Futsal, which is a modified form of soccer with five players per side. \\ Space has been identified at Larson Glenn Park for this and other fitness amenities. \\ The Parks and Recreation Advisory Board has advanced this through Northglenn Playbook.

Department: Parks, Recreation & Culture

Funding: \$50K, which is included in the 2025 Budget. \\ These items have good potential for grant funding. Matching funding is identified in the approved 2025 CIP.

∞ 3.1



CITY OF
Northglenn



Northglenn

PLAYBOOK



Parks, Recreation & Culture
Long-Range Plan

2024



COMMUNITY PARKS

Larson Glenn Park

Size: 1.3 Acres

Type: Neighborhood

Location: Larson Ln. & E 112th Pl.

Key Features: Small neighborhood serving park with turf and basketball court.

Highlights from Facility and Condition Assessment:

Park has no playground or other play equipment. Use is limited to basketball court and open turf area. The park is landscaped with ornamental grasses along edge of E 112th Ave. to the south. Parking is available but poorly laid out and defined next to the basketball court. The park is surrounded by busy streets and has power lines overhead.

Existing Usage: Neighborhood residents, teens, and older children.



Planned/Funded Improvements:

1. Separate parking lot from basketball court using landscape strip or block barriers
2. Restripe existing parking lot
3. Add crosswalk to connect park to the north
4. Add engaging features such as a small play structure, futsal, exercise equipment, etc.
5. Extend arc design to wrap around southwest corner with water wise landscaping
6. Add evergreen trees to screen 112th Ave.

Longer-Term Wishlist:

7. Improve basketball court



Larson Glenn Park



**PARKS, RECREATION & CULTURE MEMORANDUM
#9-2026**

DATE: Feb. 23, 2026

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*
Jason Loveland, Deputy City Manager *72*

FROM: Amanda J. Peterson, Director of Parks, Recreation & Culture *ajp*

SUBJECT: CR-51 – National Recreation & Park Association Grant Acceptance

PURPOSE

To consider CR-51, a resolution accepting an in-kind donation in the amount of \$89,580, a grant in the amount of \$20,000, and approving a grant agreement between the City and The National Recreation and Park Association (NRPA) for the Mini-Pitch (Futsal Court) at Larson Glenn Park.

BACKGROUND

NRPA, in partnership with Musco Lighting, administers the Youth Sports Access Grant Program to increase equitable access to youth sports through improved park infrastructure and community-based programming. The program prioritizes projects that remove barriers to participation, particularly for youth from historically underserved communities.

Larson Glenn Park currently includes a full basketball court, a small picnic shelter, a parking lot, and open grassy space. While the park is actively used, recreational opportunities are limited and the open space remains underutilized due to the lack of structured, lighted facilities. A grant application was submitted to help fund the installation of a Musco Mini-Pitch system, a durable, ADA-accessible, lighted, small-sided soccer facility that can also support multi-sport use.

The proposed Mini-Pitch aligns with the Parks, Recreation & Culture Long-Range Plan, and the 2025-2029 Strategic Plan, both of which identify a futsal court at Larson Glenn Park as a desired enhancement.

Through this grant, NRPA and Musco Lighting will have awarded the City a Mini-Pitch system and lighting valued at \$89,580. An additional \$20,000 in grant funds will be used to activate the Mini-Pitch through free and low-cost youth programming and to support community events and partnerships with schools and local organizations.

BUDGET/TIME IMPLICATIONS

The total cost of this project is anticipated to be approximately \$200,000. Matching funds are included in the 2026 Capital Improvement Program budget; additional funds will be sought through Adams County Open Space during the spring 2026 grant cycle. The Mini-Pitch infrastructure installation and program activation must be completed by June 30, 2027, in accordance with NRPA grant requirements.

STAFF RECOMMENDATION

Staff recommends approval of CR-51.

CR-51 – National Recreation & Parks Association Grant Acceptance
Feb. 23, 2026
Page 2 of 2

STAFF REFERENCE

If Council members have any questions, please contact Amanda Peterson, Director of Parks, Recreation & Culture, at apeterson@northglenn.org or 303.450.8950.

CR-51 – National Recreation & Parks Association Grant Acceptance

Corporate: 100 1st Ave West • PO Box 808 • Oskaloosa, IA 52577 • 641/673-0411 • 800/825-6020 • Fax: 641/673-4740
Manufacturing: 2107 Stewart Road • PO Box 260 • Muscatine, IA 52761 • 563/263-2281 • 800/756-1205 • Fax: 800/374-6402
Web: www.musco.com • **Email:** lighting@musco.com



Dear Jesse,

Congratulations! City of Northglenn has been awarded a value-in-kind grant from Musco Sports Lighting as part of the National Park and Recreation Association's Youth Sports Equity Program.

This grant, valued at \$89,580, is for a Mini-Pitch System at Larson Glenn Park and reflects the many hours and resources you have invested in creating and/or enhancing a space in the local community that will advance equitable access to youth sports. Your diligent work in this area is helping to positively impact the lives of youth and families in your community, and we at Musco are proud to assist in this important work.

CLAIMING YOUR AWARD

We have informed your Musco representative, Kirby Van Der Kamp, that you were awarded a grant for \$89,580. This will be reflected as a discount on both your purchase agreement and your final invoice when purchasing the Musco materials for your project.

TIMELINE

Our expectation is that your project will be fully complete within one year of receiving this grant. Please communicate with your Musco representative about any changes to your timeline, particularly if you think that your project will be delayed. If your project is not installed by June 30, 2027, we will evaluate your project and determine if we will rescind the grant.

If you have any additional questions about your grant, please contact Brittany Clarahan via email (brittany.clarahan@musco.com).

Sincerely,

Eduardo Zamarripa
Director of Youth Sports Market Development

Lighting . . . We Make It Happen.



NATIONAL
RECREATION AND PARK
ASSOCIATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), entered into as of the date of the last signature affixed hereto (Effective Date), is made between National Recreation and Park Association, Incorporated, a New York not-for-profit corporation and Section 501(c)(3) organization located at 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 ("NRPA" or "Grantor") and City of Northglenn, a provider of park, recreation, or community services located at 11701 Community Center Drive in Northglenn, CO ("Grantee").

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of twenty thousand dollars (\$20,000) ("Grant Funds") made available to Grantee for the implementation of the 2026 NRPA Youth Sports Access Grant Program ("Project").

Made possible through the support of Musco Lighting, NRPA is managing the administration of the grant program ("Program"). Grant Funds are intended to support local park and recreation agencies and community-based organizations as they advance equitable access to youth sports.

Having been selected as a recipient of Grant Funds through this Program, Grantee is required to accept the terms contained within this MOU in order to receive the Grant Funds and participate in this Project.

1. Project Funding

Grantee will receive a total of twenty thousand dollars (\$20,000) over the full grant period. Within thirty (30) days upon execution of this MOU and delivery to NRPA, NRPA will send Grantee a check in the amount of twenty thousand (\$20,000.00). Grant Funds will be distributed by NRPA, no matching funds are required, and it is expressly understood that the NRPA has no obligation to provide additional support or funds to the Grantee for this Project or any other project or purposes.

Grantee will work with NRPA to finalize project budget by **March 15, 2026**. NRPA must be notified of any changes made to the finalized project budget if they are greater than 10% of the project costs.

2. Grantee Requirements

Grantee will use the grant funds to:

- A. Advance equitable access to youth sports through the activities identified in the original grant proposal: including activities related to the activation of the donated lighting/pitch consistent with the grantee's original proposal at the Larson Glenn Park.
Changes to these activities must be provided to NRPA in writing for approval.
- B. Participate in final project interviews in Summer 2027 to discuss progress related to the activities listed above.
- C. Participate in the learning community and all learning community activities.
- D. Collaborate with NRPA to assess the impact of the implemented strategy (or strategies). Methods of assessment could include sharing program metrics, surveys, focus groups and/or interviews with local park and recreation professionals, youth, parents, coaches, and/or other local stakeholders.
- E. Share stories, photos, videos, and written content with NRPA to promote project impacts.
- F. If selected, host a site visit for NRPA during the project period.
- G. Complete the project by **June 30, 2027**



- Final reports are due to NRPA on this date.

3. Promotion

NRPA and Musco Lighting may use Grantee's name and/or park names, photos, and/or information in connection with the Project for promotional or other purposes associated with the Project, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law. If the Grantee's photo release form does not cover promotional and other uses, NRPA can provide one upon request.

NRPA also grants Grantee a limited, non-exclusive, and royalty-free license to use NRPA's name, trademark, logos, and other identifying marks ("Licensed Marks") for promotional or other purposes associated with the Project, unless prohibited by law. NRPA shall have the right to review and approve the use of the Licensed Marks, as well as any and all related promotional and advertising material, in order to ensure that the use of the Licensed Marks meets NRPA's quality assurance standards.

Grantee shall provide NRPA an opportunity to review and approve any statement or message related to this grant or Project in advance of its release to the public. Any promotion, public announcement, annual report or promotion relating to the Grant Funds or Project shall be subject to the prior review and approval of the National Recreation and Park Association and Musco Lighting.

All Parties shall retain all title, ownership, rights, and intellectual property rights in their own respective marks, logos, content, materials, tools and intellectual property. Under no circumstance will any Party to this MOU use another Party's Licensed Marks in a false, misleading, or disparaging manner. Upon completion of the Project, Parties shall, at their own expense, return all copies Licensed Marks to their respective owners beyond what is necessary for record-keeping purposes.

4. Limits of Liability

To the extent allowed by applicable law, Grantee hereby release NRPA and Musco Lighting, and each of their directors, officers, managers, members, employees, agents, attorneys, advisors, consultants, volunteers and other like parties (collectively the "Support Parties"), from any liability whatsoever relating to or arising out of the Project or the use of the Grant Funds by Grantee or its subgrantees. In no event shall the Support Parties be liable for any punitive, exemplary, special, incidental, indirect or consequential damages of any kind (including, but not limited to loss of profits, loss of reputation and/or loss of current or prospective business advantage, even where such losses are characterized as direct damages) arising out of or in any way related to the relationship and/or dealings between the parties, regardless of whether the claim under which damages are sought is based upon contract, tort, negligence (except as set forth below), strict liability or otherwise, and regardless of whether the parties have been advised of the possibility of such damages at the time of contracting or otherwise. This limitation of liability shall apply except to the extent the liability is caused by Support Parties' gross negligence or intentional misconduct.

NRPA's liability, if any, arising out of or in any way related to the relationship and/or dealings between NRPA and Grantee, shall be limited to the payment amounts paid pursuant to this MOU. NRPA shall not be liable for any damages caused by or arising out of the acts or omissions of a third party.

5. Indemnification



To the extent allowed by applicable law, Grantee shall indemnify, defend and hold harmless the Support Parties from any and all causes of action, suits, settlements, judgments, liens, indebtedness, damages, losses, costs, expenses, fees (including attorney's fees and costs), penalties, claims, claims for relief, liabilities and demands of every kind, nature, and character (collectively, "Claims") relating to or arising out of: (i) Grantee's involvement in the development, planning, demolition, construction, installation, implementation, maintenance, repair and/or management of the Project; (ii) any failure by Grantees to comply with any applicable laws, rules and/or regulations (including, without limitation, building, safety and fire codes, etc.); (iii) Grantee's negligence, misconduct, or malfeasance of Grantee or their agents or representatives; or (iv) any breach by Grantee of any agreement involving the Project or the use of the Grant Funds. In such cases where Grantee's obligation to indemnify may be limited due to the requirements of federal, state, or local laws, Grantee shall only be required to indemnify the Support Parties as may be allowed by law. In addition, Grantee shall be responsible for the ordinary negligent acts and omissions of Grantee's agents and employees causing harm to persons not a Party to this MOU.

To the extent allowed by applicable law, NRPA shall indemnify, defend and hold harmless the Grantee from any and all third party Claims relating to or arising out of: (i) any failure by NRPA to comply with any applicable laws, rules and/or regulations; or (ii) NRPA's gross negligence or intentional misconduct. In such cases where NRPA's obligation to indemnify may be limited due to the requirements of federal, state, or local laws, NRPA shall only be required to indemnify the Grantee as may be allowed by law.

6. Confidentiality

During the term of this MOU, the Parties may learn certain Confidential Information of each other. For purposes of this MOU, "Confidential Information" means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and Confidential Information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. The receiving party shall: (i) protect and safeguard the confidentiality of the disclosing party's Confidential Information with at least the same degree of care as the receiving party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the disclosing party's confidential information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this MOU; and (iii) not disclose any such Confidential Information to any person, except to the receiving party's officers, employees, consultants, accountants, and legal advisors who are bound by written confidentiality obligations and have a need to know the Confidential Information to assist the receiving party, or act on its behalf, to exercise its rights or perform its obligations under this MOU.

7. Term

This MOU shall be effective as of the Effective Date hereof and shall continue until **June 30, 2027** (the "Term") unless earlier terminated as set forth in Section 11.

8. Use of Grant Funds

The Grantee shall use the full amount of the Grant Funds exclusively for the purposes set forth in Section 1. Unless otherwise agreed in writing by the Grantor, the Grantee shall return any portion of the Grant Funds and the income earned thereon that is not expended for such purposes in accordance with Section 11.



All unspent or uncommitted Grant Funds shall be protected (such as invested in an interest-bearing bank account) with the primary objective being preserving the Grant Funds availability for the Project. Any interest or other income generated by the Grant Funds must be applied to the purposes described in the Grant Project.

The Grantee agrees not to use any portion of the Grant Funds or any income derived from the Grant Funds for the following:

- A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the Code);
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, without prior written approval of Grantor.
- D. Except as expressly may be authorized in the approved Project, to provide a grant to any other organization without prior written approval of the Grantor; or
- E. To promote or engage in the following, but not limited to, acts that would create civil liability, criminal acts, criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.
- F. To travel to NRPA's Annual Conference or any other conference travel without written approval from Grantor.

9. Audit

Grantee is expected to keep and maintain detailed books and records relating to the Grant, and the Grant Funds (including, without limitation, all uses thereof and expenditures therefrom) (collectively, the "Records") during the Term and for a period of not less than seven (7) years thereafter (the "Audit Period"). NRPA and its assigns have the right to audit the Grantees' financial records relating to this MOU upon not less than ten (10) business days' advance written notice to Grantees by NRPA at any time during the Audit Period, at NRPA's sole expense (except as noted below), during Grantee's normal business hours. If as a result of an audit, NRPA determines that Grant Funds were not spent in accordance with the purposes of this Grant, the Grantees shall: (1) be required to return any Grant Funds not substantiated, and (2) reimburse NRPA for all costs and expenses incurred in connection with such audit. If NRPA determines that Grant Funds were used for fraudulent purposes, the Grantees shall be barred from participation in any further programs. Grantees shall further indemnify, defend, and hold the Support Parties harmless from any acts or omissions relating to its fraudulent use of the Grant Funds.

10. Termination and Repayment

Either party may terminate this MOU at any time effective upon receipt of written notice by the other party of failure to perform and such failure to perform is not cured within thirty (30) days of receipt of notice of such failure. In the event that this MOU is terminated for any reason, Grantee shall promptly repay to NRPA any portion of the Grant Funds not already spent (subject to and in accordance with all of the terms and conditions hereof) as of the effective date of such termination.

None of the Parties shall be liable to the other by reason of termination of this MOU for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No



termination of this MOU shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.

12. Compliance with Laws.

Grantee will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies relating to Grantee's acceptance and use of the Grant Funds, including those that govern gifts, donations, contributions, expenditures, and anything else of value that benefit, directly or indirectly, public officials. Grantee agrees to notify Grantor immediately: (a) of any conduct on Grantee's part that may be in violation of any applicable federal, state and local laws and (b) if Grantee receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Grantee is or may be a subject in connection with the Grant Funds and to the extent permitted by applicable law, shall provide Grantor with all written notices and communications received by Grantee relating to or any such investigation, action, litigation, or disciplinary proceeding.

13. Governing Law, Jurisdiction, Venue and Dispute Resolution

This MOU and the performance thereof shall be governed, interpreted, construed and regulated by the law of the Commonwealth of Virginia, without reference to or application of principles concerning conflicts of laws of any jurisdiction. Notwithstanding the foregoing, this governing law and venue provision shall not apply to a Grantee that is a state or public institution and afforded sovereign immunity under applicable state law. Before commencing any litigation arising out of or relating to the relationship of the parties, this MOU, or the breach hereof, the parties agree to negotiate in good faith to resolve such dispute within fifteen (15) business days of notice by the other party of such dispute. Should the parties fail to mutually resolve their dispute and commence litigation, the parties hereby irrevocably consent to venue before the federal and state courts situated in the Commonwealth of Virginia and each party hereby irrevocably submits to the jurisdiction of such courts. The prevailing party in any action or litigation, including appeals, arising out of or related to this MOU shall be awarded its reasonable attorney's fees and costs. The Parties agree that NRPA would not have an adequate remedy at law and would be irreparably injured if Grantee breaches its covenants hereunder and NRPA shall be entitled to injunctive relief as a remedy for any breach or threatened breach hereof without showing or proving any actual damages.

14. No Agency; Relationship of the Parties

Each party and their respective officers, employees, agents, contractors and/or consultants are independent contractors and are not, nor shall they hold themselves out to as or claim to be, employees or agents of the other party or any department, agency or unit thereof; accordingly, neither party shall have any authority to enter into any agreement on behalf of the other party or otherwise cause the other party to incur any obligations whatsoever other than as set forth herein.

15. Notices

All notices, requests, demands and other communications required or permitted under this MOU must be in writing and will be deemed to have been duly given, made and received only (a) when personally delivered, or (b) on the date specified for delivery when deposited with an overnight courier service such as Federal Express for delivery to the intended addressee, or (c) when sent via facsimile, only so long as followed by a hard copy sent in a manner set forth in (a) or (b) above, or (d) when delivered via email, only so long as followed by a hard copy sent in a manner set forth in (a) or (b) above, each of the foregoing addressed as set forth below:



NATIONAL
RECREATION AND PARK
ASSOCIATION

If to Grantee, to:

City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233
Attn: Jesse Mestrovic, Project Manager
Email: jmestrovic@northglenn.org

If to NRPA, to:

National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148
Attn: Kent Hunt, Program Manager
Email: khunt@nrpa.org

16. Entire Agreement.

This MOU supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter covered herein and contains all of the covenants and agreements between the parties with respect to the Grant purpose and Project in any manner whatsoever. Each party to this MOU acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this MOU shall be valid or binding. Any modification of this MOU will be effective only if it is in writing signed by the parties hereto. Any changes, additions or deletions to this MOU, including the Project, must be approved in writing by all the parties. This MOU and all amendments may be signed in counterparts, each of which will constitute one and the same document. Any signature delivered via facsimile or other electronic means shall be deemed an original signature to this MOU. The section headings contained in this MOU are for reference purposes only and shall not affect in any way the meaning or interpretation of this MOU.

17. Severability.

If any term, covenant, or condition of this MOU or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every remaining term, covenant, or condition of this MOU shall be valid and enforced to the fullest extent permitted by law.

SIGNATURE PAGE TO FOLLOW



NATIONAL
RECREATION AND PARK
ASSOCIATION

These parties have caused this MOU to be signed by their duly authorized representatives as of the last date set forth below.

National Recreation and Park Association

City of Northglenn

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Colorado Rapids Youth Soccer Club
111 Havana St.
Aurora, Colorado 80010

Colorado Rapids Youth Soccer Club – North Region
September 30, 2025

National Recreation and Park Association
Attn: Youth Sports Access Grant Program

Re: Letter of Support for the City of Northglenn's NRPA Mini-Pitch Grant Application

Dear Grant Review Committee,

On behalf of Colorado Rapids Youth Soccer Club North Region (CRYSC), I am honored to express our strong support for the City of Northglenn's application to the NRPA Mini-Pitch Grant Program. As the largest youth soccer organization in Colorado, serving over 12,000 players annually, CRYSC has a long history of partnering with communities to create safe, inclusive, and impactful opportunities for youth and families to thrive through the game of soccer.

The installation of a Musco Mini-Pitch in Northglenn will be a transformative addition to the community. Beyond simply providing a field, this project will establish an accessible, welcoming space where children of all backgrounds can engage in positive play, develop valuable life skills, and build lasting friendships. It will serve as a gathering point for families and a resource that promotes health, connection, and opportunity across our Rapids North community.

At CRYSC, we believe that soccer is for everyone. Our programs provide access to the game from U4 through U19, ensuring that players of every age and ability level have a pathway to grow, develop, and succeed. To further support accessibility, CRYSC provides annual financial aid, helping to reduce barriers and ensure that cost does not prevent participation. From grassroots recreational soccer to our top national platforms, our commitment is to create an environment where all players and families feel welcome and supported.

We are proud to stand alongside the City of Northglenn in this effort. CRYSC North Region is committed to collaborating with the City to activate the mini-pitch through programming, camps, and community events. We will leverage our staff, volunteers, and player network to ensure that the facility is not only well-utilized but also serves as a lasting symbol of inclusivity and opportunity for the families of Northglenn.

We strongly urge you to support the City of Northglenn's application for the NRPA Mini-Pitch Grant. Together, we can create a space that reflects the values of access, community, and growth, ensuring that every child has the chance to play, learn, and succeed. CRYSC is deeply committed to serving the families of Northglenn and looks forward to expanding programs, partnerships, and opportunities in the city for many years to come.



Colorado Rapids Youth Soccer Club
111 Havana St.
Aurora, Colorado 80010

Sincerely,

Sean Baumann

Sean Baumann
Rapids North Regional Technical Director
Colorado Rapids Youth Soccer Club
sean.baumann@rapidsyouthsoccer.org

Larson Glenn Park Multi-Sport Mini Pitch

Dear Adams County Open Space Selection Committee,

On behalf of the Northglenn Parks and Recreation Advisory Board, I am writing to express our full and enthusiastic support for the City of Northglenn's grant application for the Larson Glenn Park Multi-Sport Mini Pitch.

Our board is deeply committed to ensuring our parks serve as vibrant "Third Spaces" where residents of all ages can engage in healthy, active lifestyles. The proposed mini pitch is a prime example of this commitment. By providing a flexible, high-quality court for futsal, basketball, and open play, this project addresses a growing demand for versatile recreational spaces in our community. We are particularly excited about the opportunities this will create for expanded youth programming and informal neighborhood play, fostering social connection and physical wellness for Northglenn residents.

We urge you to favorably consider this application, which represents a vital investment in our community's recreational infrastructure.

Sincerely,

Trevor Hosterman

Northglenn Parks and Rec Advisory Board President

Mary S. Mondragon
10944 Manet Way
Northglenn, Colorado 80234

March 6, 2026

Subject: Support for City of Northglenn Spring ADCO Grant Applications

Dear Members of the Adams County Open Space Advisory Board,

I support the City of Northglenn's Spring Adams County Open Space grant applications. These projects reflect Northglenn's continued commitment to stewardship, accessibility, sustainability, and high-quality recreational opportunities for residents of all ages.

Larson Glenn Park Multi-Sport Mini Pitch

The proposed multi-sport mini pitch at Larson Glenn Park will provide a flexible and inclusive recreation space designed to support futsal, basketball, and open play. This investment will expand youth programming opportunities while also offering accessible, informal recreation for families and residents throughout the community.

Colorado 150 & America 250 Community Celebration

The City's planned celebration at Centennial Park will commemorate Colorado's 150th birthday and the nation's 250th birthday. Grant funding will help elevate this event with expanded activities, commemorative banners, a custom coloring book, and interactive elements designed to foster civic pride and multigenerational participation.

Parks Barn Electrification – Northwest Open Space

Electrification of the new Parks Barn at Northwest Open Space represents a forward-thinking investment in sustainability and responsible stewardship of open space resources.

Adams County Open Space funding has played a vital role in enhancing Northglenn's park system. Past partnerships have helped deliver transformative improvements in our community. These investments demonstrate the positive impact that collaborative funding can have on community recreation assets.

As a longtime resident in Northglenn and a Ward 4 Parks and Recreation Advisory Board representative I believe these projects align strongly with Adams County Open Space goals by expanding access to recreation, promoting environmental stewardship, and enhancing public open space assets for current and future generations.

Thank you in advance for your time and consideration of these applications.

Sincerely,

Mary S. Mondragon

Jerry D. Gavette
1928 E 117th Court
Northglenn, Colorado 80233

March 24, 2026

City of Northglenn
Jesse Mestrovic, Project Manager
11701 Community Center Drive
Northglenn, CO 80233
JMestrovic@Northglenn.org
303-450-8838

Re: Letter of Support for Projects

Dear City of Northglenn,

I have lived in Northglenn for 45 years utilizing parks, public spaces, and athletic facilities. Therefore, I am pleased to submit this letter in dedicated support of the following three projects, which will provide meaningful improvements to our community. These projects align with Northglenn's dedication to enhancing public spaces, safety, and accessibility for residents of all ages and abilities.

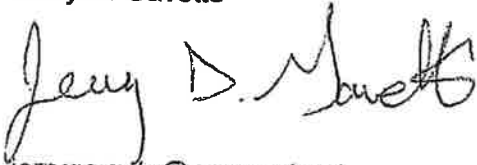
- **Larson Glenn Park Multi-Sport Mini Pitch**
A new multi-use court supporting futsal, basketball, and open recreational play to expand year-round opportunities for youth and families
- **Colorado 150 & America 250 Celebration at Centennial Park**
A special community celebration honoring these historic milestones, with enhanced programming and activities for residents of all ages.
- **Parks Barn Electrification – Northwest Open Space**
Electrifying the new Parks Barn to expand the use of electric maintenance equipment, reducing emissions and supporting long-term sustainability goals.

I recognize the importance of investing in our parks and recreational facilities to promote health, well-being, and a sense of community. I fully support this initiative and appreciate Northglenn's leadership in making these improvements a reality.

Thank you for your time and consideration. We look forward to seeing this project come to fruition.

Sincerely

Jerry D. Gavette

A handwritten signature in black ink that reads "Jerry D. Gavette". The signature is written in a cursive style with a large, stylized "J" and "G".

jerrygavette@comcast.net

720-371-3273

***Adams County Open Space Program
Policies and Procedures***



Newly Revised and Adopted June 27, 2013
(As Amended January 6, 2014, November 14, 2017, July 14, 2020,
July 27, 2021, November 29, 2022, and June 27, 2023)

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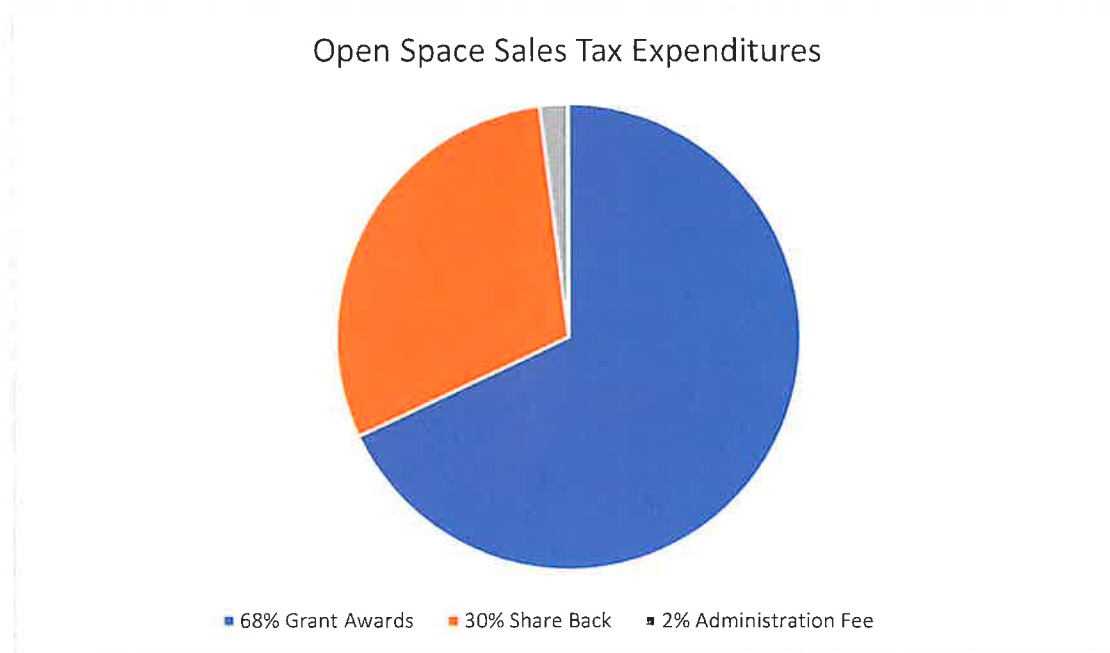
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Introduction

Adams County citizens passed an Open Space Tax on November 2, 1999, and reauthorized it on November 2, 2004, to be extended until December 31, 2026. The voter approved issue called for 68% of the proceeds from the tax to be distributed to eligible jurisdictions by a grant process. The Open Space “Tax Issue” also provides for 30% of the funds to be returned to the Cities and County based on a formula of where the tax is collected. Two percent may be used for administrative purposes. Adams County Open Space Sales Tax funds are subject to an annual independent audit.

At an election on November 3, 2020, Adams County citizens then approved permanently extending the existing county wide sales tax of one-fourth of one percent (one-fourth penny per dollar) for the continued purpose of preserving open space and creating and maintaining parks and recreation facilities.



This document is meant to provide a brief overview of each component of the Sales Tax program and provide specific guidance for use of 30% Share back funds and the administration of the 68% Grant Fund.

2% Administration Fund

The 2% Administration Fund is the first set of funds removed from the Sales Tax revenues. These monies are used annually to fund the salaries and benefits of Open Space staff who administer the program. In addition, these funds are used for the day-to-day administration of the entire Sales Tax revenue. Major costs from this fund include public relations costs (such as promotional materials, attending local community days, and publishing an annual report), and all costs associated with coordinating two grant

cycles per year. The budget for these funds is developed annually by Open Space staff and is approved by the Adams County Parks and Open Space Director, the Adams County

Finance Department staff, and ultimately the Adams County Board of County Commissioners (BoCC) as part of the overall County budget.

Annual Report

An annual report describing projects funded with the open space funds will be made available to the residents of Adams County annually. The County will compile information based upon reporting they receive from each jurisdiction describing how 30% Share back funds were used. The County will also compile a list of projects funded in the past year, including a brief description of each project and the amount of funding awarded.

Annual Audits

All expenditures of Open Space Sales Tax funds are subject to an annual audit. This includes projects awarded grant funds as well as funds disbursed from the 30% portion of the Sales Tax Fund.

30% Share back Program

Purpose

The Share back Program distributes a portion of Open Space Sales Tax revenues directly back to the taxing jurisdiction for use on either passive or active projects. The share back is distributed as described in Section 8, b (iii) of Resolution 2020-480: “After payment of the administrative fee, thirty percent (30%) of the remaining Open Space Sales Tax collected shall be automatically returned to the cities, towns and unincorporated area of Adams County in the same proportion as is the ratio of Open Space Sales Tax collected within the city, town or unincorporated area to the total County sales tax collections, as computed from information provided by the Colorado Department of Revenue. This money may be used by the jurisdiction for either active or passive uses but shall not be used to augment existing parks and open space budgets”.

Distributions of these funds are made twice yearly to all qualified jurisdictions. Payments are distributed as electronic fund transfers or check to the qualified jurisdiction, or in the case of Adams County, as an internal transfer of funds.

Eligible Expenses

Share back funds received by the qualified jurisdiction may be used for passive or active uses. However, there are some limitations to use of the share back funds, including but not limited to:

- As stated in Resolution 2020-480 Section 7 (c) (iv), “no land or interests acquired with revenues of the Open Space Sales Tax may be sold, leased, traded, or otherwise conveyed, nor may an exclusive license or permit on such land or interests be given, without the approval of such action by the Board [of County Commissioners]”.

- Funds from the 30% distribution can be used to maintain active and passive projects previously funded through the Open Space Sales Tax but may not otherwise augment existing budgets.

Annual Reporting

In approximately January of each year, Open Space staff will distribute an annual reporting form to qualified jurisdictions. The purpose of this form is to detail how each qualified jurisdiction allocated the previous year's 30% distribution. Forms from all qualified jurisdictions must be returned to Adams County Open Space staff prior to any spring distributions being processed. The information acquired through this process will be included in the annual report.

68% Grant Fund

Purpose

The 68% Grant Fund is a competitive grant process where parks and open space projects compete for limited funds available through the Sales Tax program. Applications are reviewed by the Open Space Advisory Board (OSAB), comprised of seven (7) volunteer members appointed by the BoCC. The OSAB makes funding recommendations to the BoCC based on funds available and project merits. All final funding decisions are made by the BoCC.

Available Funding

The funding available in each grant cycle is comprised of the grant fund share of Open Space Sales Tax revenues for the last six months of the previous year (Spring grant cycle) or the first six months of the year (Fall grant cycle), all interest earnings on Open Space Sales Tax revenues, any unallocated monies remaining from previous revenues, and monies returned to the fund due to projects coming in under budget or projects that were unable to be completed.

Funding is limited for each grant cycle. The OSAB can elect to recommend a project be funded in full, part, or may choose not to recommend funding for the project. The BoCC will review the recommendations of the OSAB and award in full, modify the amount, or deny grant funds to specific projects.

Applicants for projects or phases of projects that were not awarded Open Space Sales Tax funds in the full amount requested in the initial grant proposal are encouraged to reapply for up to two additional grant cycles following the initial submittal, in the event the applicant deems the project worthwhile of additional funding.

Grant Cycle Timeline

Grant cycles occur twice each year in March and September. For a more detailed grant cycle schedule, visit www.adcogov.org/open-space-grant-information or contact Open Space Sales Tax Grant Program staff.

Applicant Eligibility

Applicants must not have any unresolved compliance issues. The applicant must be in compliance on projects previously funded with Adams County Open Space Sales Tax Funds, including funds received from the 30% Open Space Sales Tax distributions. Compliance includes but is not limited to completion of projects as funded and provision of information when requested or due.

Qualified Jurisdictions

The Qualified Jurisdictions are defined as the sales tax collecting entities in the County and special districts that solely provide parks or recreational facilities or programs currently include: City of Arvada, City of Aurora, Town of Bennett, Bennett Park and Recreation District, City of Brighton, City of Commerce City, City of Federal Heights, Hyland Hills Park and Recreation District, City of Northglenn, Strasburg Parks and Recreation District, City of Thornton, City of Westminster, and Adams County.

Qualified jurisdictions must have an adopted Parks and/or Open Space Plan. Metropolitan Districts that provide park and recreation services among other services shall not be considered park and recreation districts for the purposes of these policies and procedures. Homeowner's Associations (HOA's) are not eligible to apply for and/or receive open space grants.

Sponsored Organizations

Any organization, including, but not limited to Metropolitan Districts providing services in addition to parks and recreation, other governmental entities and non-profit organizations are eligible to apply, provided they are sponsored by a qualified jurisdiction. These organizations must receive sponsorship from one of the qualified jurisdictions, as evidenced by documentation from the sponsoring qualified jurisdiction indicating their sponsorship of and support for the project. These organizations should contact the most appropriate qualified jurisdiction well ahead of the grant application due date to allow for enough time to navigate that jurisdiction's process. If seeking sponsorship from Adams County, please contact Open Space staff at least 6 weeks ahead of the grant application due date for additional information. If a qualified jurisdiction agrees to sponsor an application, the sponsored application does not count against the qualified jurisdiction's allowed number of applications per grant cycle. Homeowner's Associations (HOA's) are not eligible to apply for and/or receive open space grants, (Resolution 2020-402).

The role of the sponsoring qualified jurisdiction is flexible, but at minimum consists of providing approval for the requesting organization to apply for the program. A more significant relationship between sponsoring qualified jurisdiction and sponsored organization is encouraged, especially for organizations new to the Open Space program, but is not required. Any additional contact between the sponsoring qualified jurisdiction and sponsored organization is optional at the will of either party.

Eligible Projects

Staff will review the application and project for conformance with the voter-approved “Tax” and the Open Space Policy and Procedures.

Facilities, including but not limited to parks, sports fields, golf courses, and recreation centers, or land must be accessible to the public, inclusive of those with disabilities, except for land acquisitions and conservation easements for agricultural preservation and habitat preservation.

Eligible Project Types

The following is a list of eligible projects for the Adams County Open Space Sales Tax Grant Program. This list comes from Resolution 2020-480 7-(c). If a prospective project is not directly related to one of these items, please contact Open Space staff for further discussion. Adams County Open Space Sales Tax funds in the grant program can be used for:

Purchase, construction, maintenance of the following:

- Horse, bike, running trails
- Natural areas with limited development for fishing, hiking, walking, or biking
- Wildlife preserves
- Lakes for fishing with accessible walks, docks, picnic areas, and restrooms
- Conservation easements on agricultural land
- Environmental education programs
- Lands and waterways as community buffers
- River and stream corridor land
- Unimproved flood plains
- Wetlands
- Preservation of cemeteries
- Picnic facilities

Acquisition of:

- Fee title interest and less than fee title interest(s) in real property for open space, natural areas, wildlife habitat, agricultural and ranch lands, historical amenities, parks, and trails. Less than fee title interests include easements (including conservation and agricultural), leases, options, future interests, covenants, development rights, subsurface rights and contractual rights, either on an exclusive or nonexclusive basis.
- Water rights and water storage rights for use in connection with aforementioned purposes
- Rights-of-way and easements for trails and access to public lands and to build and improve such trails and accessways.
- Joint projects between counties and municipalities, recreation districts, or other governmental entities in the County.

To improve, protect, manage, patrol, and maintain:

- Open space
- Natural areas
- Wildlife habitats
- Agricultural and ranch lands
- Historical amenities
- Parks
- Trails

To pay for related acquisition, construction, equipment, operation, and maintenance costs

To implement and effectuate the purposes of the Open Space Program

Acquisition and maintenance of:

- Lands with significant natural resource, scenic, and wildlife habitat values
- Lands that are buffers maintaining community identity
- Lands that are to be used for trails and/or wildlife migration routes
- Lands that will be preserved for agricultural or ranch purposes
- Lands for outdoor recreation purposes limited to passive recreational use, including but not limited to hiking, hunting, fishing, photography, nature studies, and if specifically designated, bicycling or horseback riding
- Lands with other important values such as scenic and historic sites that contribute to the County's and County municipalities' natural and cultural heritage

Purchase, construction, equipping, and maintenance of:

- Sports fields
- Golf courses
- Recreation centers
- Lands for park purposes
- Park and recreational improvements and facilities

In addition to eligible project types, the following list indicates Eligible Project Expenses. This list is meant to clarify eligible expenses but is not a comprehensive list of eligible expenses. Please contact Open Space staff regarding expenses not otherwise included on this list. These items can appear in the project budget and be reimbursed for as a part of the project. They can be grant request, applicant / partner match, or in-kind contribution or any combination thereof. The following items are Eligible Project Expenses:

- Consultant costs for acquisition, planning, design, and/or construction of parks, trails, or open space (including natural areas, wildlife habitats, agricultural lands, ranch lands, and historical amenities)
- General volunteer time or Board member time (see Salary below)
- Organization fees including certification and accreditation fees (directly relating to project or program, or a requirement thereof)
- Training tuition for programs/certifications directly related to the project
- Staff time and expenses that are related to a specific project (see Salary below)

- Costs that directly relate to the planning activities (inventories, design, GIS/mapping, printing, etc.)
- Existing operations and maintenance
- Public input costs (meeting rooms, mailings or other advertising, facilitation, surveys and web-based outreach)
- Acquisition of conservation easement or land for open space, park, or trail purposes:
 - Purchase price
 - Water rights
 - Mineral rights
 - Associated closing costs
 - Appraisal
 - Survey
 - Environmental assessment and cleanup
 - Baseline report
 - Mineral remoteness report, etc.
- Conservation easement stewardship endowments for passive use land acquisitions (see Conservation easement stewardship endowment below)
- Park amenities, including but not limited to:
 - Athletic fields/courts
 - Track and field facilities (including projects involving artificial turf)
 - Playgrounds
 - Swings
 - Climbing structures
 - Skateparks/rinks
 - Swimming pools (indoor or outdoor)
 - Splashpads
 - Water slides
 - Water slides
- Trails, including:
 - Bridges
 - Underpasses
 - Overpasses
- Construction and/or redevelopment of golf courses
- Development and/or redevelopment of environmental education facilities, outdoor classrooms, and natural areas intended for environmental education purposes
- Programmatic funding for environmental education
- Disc golf courses
- Whitewater parks
- Fishing piers and boat docks
- Sculptures and artwork in a park or open space, including memorials
- Outdoor amenities located at fairgrounds
- Concession stands and storage buildings located in a park or open space and used in association with activities conducted at the park or open space
- Indoor facilities, including:

- Recreation centers
 - Buildings at fairgrounds
 - Nature Centers
- Infrastructure, including:
 - Irrigation
 - Drainage
 - Parking lot
 - Lighting
 - Utilities, etc.
- Amenities, including:
 - Restrooms
 - Drinking fountains
 - Benches
 - Landscaping
 - Picnic tables
 - Grills
 - Pavilions
 - Amphitheaters or outdoor performing arts centers when located in a park or open space
 - Signage
 - Fencing
 - Lighting
 - Historical facilities when located in a park or open space, etc.
- Eligible work completed prior to application (see Prior Completed Work below)
 - Land acquisition and design work within three (3) years of application
 - All other eligible work within one (1) year of application.
- Expenses associated with on-the-ground project management
- Printing and development of parks, trails and open space related publications
- Promotional items (all to include Open Space logo, see Open Space Signage and Logo Use policy)
- Indirect costs (see Indirect Costs below)
- Non-fixed assets, including:
 - Lawnmowers
 - Snow blowers
 - Gloves
 - Shovels
 - Rakes
 - Weed eaters
 - Staff uniforms
 - Wildlife cameras, etc.
- Costs associated with volunteer programs, including:
 - Food and drink
 - Training
 - Clothing
 - Appreciation items
- Donations of the items above can be counted as in-kind match

The following are ineligible project expenses and may not appear in any form on the project budget:

- Fundraising costs
- Any meeting costs not associated with the project
- Grant writing
- Events, publications, advertising, and/or similar event items for fundraising
- Amusement parks
- Recreational program costs, including:
 - Staffing
 - T-shirts or uniforms
 - Trophies

Medals, etc.

Salary

Salary is an eligible project expense if it is project and/or program specific. The salary being funded must be time-limited and for specific project-related job duties, not general job duties of the position. At the time of project completion, documentation of hours spent working on the project must be provided either through timesheets or other tracking mechanism. Please speak with Open Space staff for specific questions related to salary and the documentation required.

Conservation easement stewardship endowment

A conservation easement stewardship endowment is meant to be the principle investment into a dedicated fund for use by the easement Grantee for annual stewardship and monitoring costs. The amount of the endowment allowance is determined by multiple factors that have been agreed upon by the qualifying jurisdictions. To reflect the perpetual nature of these obligations, the amount allowed as part of a grant request may fluctuate over time to reflect current costs in staffing, etc. and current interest rates. Please contact Open Space staff regarding current conservation easement stewardship endowment practices and allowance.

Indirect Costs

Up to 10% of a project's direct costs may be requested as part of the grant request. Additional indirect costs can be included as part of the applicant match. The Open Space program strongly encourages applicants to request reasonable amounts of funding for indirect costs to ensure that the application is competitive.

Indirect costs include costs which are frequently referred to as overhead expenses (e.g., rent and utilities) and general and administrative expenses (e.g., officers' salaries, accounting department costs and personnel department costs).

Prior Completed Work

Acquisition of property and design work previously completed and related to a specific project are eligible expenses, as long as the work is completed within three years of the application date. All other expenses, as listed in the Eligible Project Expenses section, are eligible as long as the work is completed within one year of the application date. Individual expenses may be older than the deadline only if the final work is completed within the deadline timeframe. All previously incurred expenses will be expected to submit the same documentation at project closeout as work completed directly as a part of the grant project (including invoices and proof of payment).

Specific Requirements of Land Acquisitions

To meet the intent of Resolution 2020-480 7-(c), land purchased with Open Space sales tax dollars with passive funds will be encumbered to perpetually protect the passive uses of the property.

Primarily, this encumbrance will take the form of a conservation easement. In some instances, a conservation easement may not be the best tool for land preservation and a declaration of covenants, conditions and restrictions may be placed on the land in lieu of the conservation easement. These situations may include but are not limited to property where there is less than five acres of habitat or preservable land, sites where there are no easily identified conservation values, a redevelopment site or site where significant changes to the property are anticipated, or land purchased solely for use as a trail corridor. In all situations, it is at Open Space staff's sole discretion whether a conservation easement or declaration of covenants, conditions and restrictions will be used to protect the land's passive uses.

The negotiation, approval, and full execution of a conservation easement or a declaration of covenants, conditions and restrictions are required before such a project will be closed out. Additional information on project closeout can be found in subsequent sections. Land purchased using active funds will not be required to have an encumbrance on the property. If the acquiring organization desires to place a conservation easement on a portion of a property purchased with active funds, please contact Open Space staff for additional information.

Applying to the Program

Application Types

- The terms Passive and Active are only used for internal purposes.
- Mini Grant applications are for uses defined in either of the above sections but are geared towards smaller scale projects. A project is determined to be a Mini-Grant if the total amount of the grant request does not exceed \$25,000. Funding for mini grants is limited to a total of \$50,000 per year, per applicant. The Mini Grant is also limited to one application per applicant, per grant cycle. Mini grant funding is capped to 2% of the available funds per cycle. For example, if \$12,000,000.00 is the funding available for the cycle, mini grant awards would be capped at \$240,000.00. Mini grants are to be subject to the same ranking process as full project applications.

Submission Requirements

Each qualified jurisdiction or sponsored organization applying to the Open Space Program may only submit up to three (3) grants per grant cycle, up to two (2) of which may be full project applications (i.e., not mini grants). For sponsored organizations, each project in a single grant cycle must be sponsored by a different qualified jurisdiction. Each qualified jurisdiction may only sponsor one project per grant cycle from any given sponsored organization, but there is no limit on the total number of applications a qualified jurisdiction may sponsor in any grant cycle. Sponsored applications do not count against a qualified jurisdiction's allowed number of applications per grant cycle.

Applications must be submitted online during the spring and fall grant cycles. Applications are submitted online at www.adcogov.org/open-space-grant-information. No applications will be accepted after the deadline date, with the exception of additional documentation requested by the Parks, Open Space and Cultural Arts Staff, the OSAB, or the BoCC.

The primary contact person(s) identified in the Open Space Application will be used for all official correspondence for each submitted project, including all correspondence regarding project status reports and closeout information. Please contact Parks, Open Space and Cultural Arts staff as soon as it becomes necessary to change the primary contact person.

Matching Funds

In-kind sources of funds, such as donations of goods or services or volunteer hours are acceptable forms of match. All donations of goods or services must be documented in the application with a letter from the donor describing the donation and its estimated value. The use of volunteer hours is acceptable.

Applicants must estimate the number of volunteer hours anticipated for completion of the project and include in the project narrative a description of the work to be completed by those volunteers.

Volunteer time should be valued at the standard rate for the state of Colorado as found at http://www.independentsector.org/volunteer_time. Please see the Glossary of Terms for additional information about what constitutes in-kind contributions.

All projects must leverage the funds being requested of the Open Space Grant Program. Applicants must provide a minimum of 30% of the total project costs toward the project. Any additional funds brought toward the project will be considered favorably by the OSAB during their evaluation.

Application Components Specific to Real Estate Transactions

For real estate transactions, applicants should obtain a qualified buyer's appraisal, see Glossary of Terms, page 20. When a qualified appraisal is not available at the time of application, applicants should provide additional information with their application verifying the purchase price they are estimating. Additional information can include, but is not limited to, recent purchases by the organization of similar land, comparable listings or sales in the area, and other information used by the applicant to determine

the cost included in the application. A qualified appraisal will be required prior to project closeout, or prior to closing if funds are to be wired at the time of closing. When the applicant is seeking to buy property for a price that exceeds the qualified appraisal value, the OSAB will make recommendations on a case-by-case basis to the BoCC for final approval. If no appraisal was available to the OSAB and more is paid for the property than the appraised value, unless specifically requested by the grantee from the BoCC, no reimbursement will be made for a purchase price exceeding the appraised value. If the grantee wishes to be reimbursed for that additional amount, a request will be sent to the BoCC for approval prior to reimbursement.

Application Criteria and Scoring

OSAB will request presentations by applicants for all applications. Presentations for mini-grant applications are welcomed but not required. Presentations will not be scored and are for informational purposes only. The OSAB will review projects and make funding recommendations to the BoCC based on criteria and information provided by the applicant in the following categories:

- Grant Fund Use
- Project Funding
- Project Support
- Project Management and Applicant's Past Performance of Awarded Projects
- Project Location within Adams County

Other factors favorably considered by the OSAB when included in an applicant's answers to the existing questions on the grant application:

- Inclusivity of projects for people of all abilities
- Measured water efficiency
- Measured energy conservation
- Facility maintenance
- Use of recycled material
- Use of sustainable materials in construction, when possible
- Use of native/Colorado appropriate species

The OSAB utilizes standard score sheets while reviewing projects. Examples of the most recent score sheets can be requested from Open Space staff at any time. Each OSAB member ranks the projects based on their impressions of the project. Each project receives a unique ranking from each OSAB member. For example, if there are ten projects in a particular cycle, the OSAB members assign a one (1) to their highest priority project and a ten (10) to their least priority project. The rankings for each project are then totaled and projects are organized from highest ranking (lowest number of points) to lowest ranking (highest number of points). The projects are then discussed by the OSAB in rank order and funding recommendations are made. Mini grant applications are scored separate from full applications using the same criteria.

Note: Current scoring practice is described. This process may be changed as the OSAB changes and as projects change. Any changes to OSAB scoring of projects will be shared with applicants prior to the grant cycle in which the changes will be instituted.

After Grant Award

If a press release is issued, include the following statement:

“Funds were awarded from proceeds of the Adams County Open Space Sales Tax, which was passed by Adams County voters in 1999, and reauthorized in November 2004 to be extended until December 31, 2026 and reauthorized for a permanent extension on November 3, 2020”.

Grant Agreement

The BoCC will publicly award the grants at a public hearing. At the public hearing, Open Space staff will distribute copies of the grant agreement to each successful applicant. Signed grant agreements are due back to Open Space staff within 45 days of the public hearing. Once they are received back, Open Space staff will have the agreements signed by the BoCC and will return one fully executed copy to the applicant in either electronic or paper form. The BoCC reserves the right to add specific conditions as part of the Grant Agreement and/or Conservation Easement. A revised budget sheet shall be requested if awarded funds differ from the original grant request.

Project Due Date

All projects must be completed within two years of the grant award date. All documentation necessary to close out the project must be submitted to Open Space staff or an extension must be requested by this date. If no documentation is received by Open Space staff by the project due date, this may result in non-compliance. Please see the Grant Non-compliance section below.

Project Extension Policy

Requests for extension must be received prior to the project due date, preferably one month prior to the project due date. A sample Extension Request form is available on the website at <https://www.adcogov.org/open-space-grant-information> under “Required Forms”. Forms may be updated at any time.

As such, Grantee should confirm with Open Space staff the correct form to submit for their request. Project extension requests may be approved for up to 12 months at a time by Open Space staff. Grantee should include in their request progress made to date on the project, barriers to completion of the project and plans to overcome said barriers, and a timeline for project completion. If, at Open Space staff’s discretion, no significant progress towards completion has been made, the extension request may

be denied. Extension requests for projects not closed within 5 years of the award date will require approval from the Board of County Commissioners.

If a request for an extension is denied, Grantee will be promptly notified by Open Space staff. Upon receiving this notification, the Grantee must notify Adams County Open Space in writing as to whether or not they will complete the project as originally funded. If the Grantee is unable to complete the project as originally funded, a termination of Grant Agreement will be executed by Adams County and the Grantee will be required to deauthorize awarded funds or return all previously awarded funds for that project along with accrued interest and applicable market value adjustment within 30 days of receiving the Termination of Grant Agreement. Failure to respond to such a notification will result in an automatic de-authorization of the grant and may result in non-compliance. Please see Grant Non-compliance section below.

Project Modification Policy

If a change to an awarded project is anticipated, Grantee should contact Open Space staff to discuss the proposed change. At that time, Open Space staff will determine whether a formal project modification should be requested. Most change requests will likely fall into one of three categories: 1) minor material change, no request necessary; 2) more significant change to project described in the application, but no change to the budget, staff approval possible, and 3) significant change that impacts the intent of the project and/or the project budget, BoCC approval necessary. If there is any question of which category the request falls into, it will be elevated to the next level for approval.

If it is deemed necessary, the Grantee must submit a Modification Request form to Adams County Open Space staff. A sample Modification form is available on the website at <https://www.adcogov.org/open-space-grant-information> under "Required Forms". Forms may be updated at any time.

If necessary, this information will be forwarded to the BoCC along with a full staff report for the BoCC's consideration. If the modification request is rejected and the project cannot be completed as originally approved, the Grantee may request deauthorization of the grant award and submit a new application for the revised project for consideration in future grant cycles.

Failure to notify Adams County Open Space staff of changes to an awarded project may result in non-compliance. Please see Grant Non-compliance section below.

Grant Non-compliance

A non-compliance issue may arise due to a failure to adhere to the project due date policy, extension policy, modification policy, or at Open Space staff's discretion. At such time that Open Space staff feels a non-compliance issue has arisen, staff will forward the information and a full staff summary to the BoCC. The BoCC will review the issue and determine what if any remedy will be required. Potential consequences of non-compliance include 1) deauthorization of the current grant award, with a request to repay any funds plus interest already disbursed for the award, 2) suspension of the Grantee from participating in the Open Space Grant program as an applicant, partner, or sponsor, or 3) any other consequence deemed appropriate by the BoCC.

Open Space Signage and Logo Use

An Adams County Open Space Sign provided or approved by Open Space staff will be posted in a prominent place at the project site once the project is completed. This does not apply to projects that will not have public access (i.e., conservation easement projects or planning projects). Signs provided by the County must remain up at the project site through the reporting period (i.e., 10 years). For acquisitions funded through the Open Space program, signs must remain up on the property through the life of the sales tax. Open Space staff will periodically do audits of signs at project locations and will offer replacement signs when needed. Grantee may also ask for replacement signs at any time when a sign becomes damaged or otherwise in poor condition. Following the expiration of the Open Space Sales Tax, signs shall remain in place until damaged or otherwise in poor condition at which time the sign may be removed and not replaced.

If the Grantee wishes not to place a separate Adams County Open Space sign, but rather to use the logo as a part of new signage to be produced for the project, a high-quality digital design file of the Adams County Open Space logo can be provided by Open Space staff. Use of the Adams County Open Space logo on other permanent signage must be approved by Open Space staff prior to final production of said signage. The program logo can also be provided for other uses via digital image files at the sole discretion of Open Space staff. Any additional usage of the program logo must be approved by Open Space staff.

School playgrounds funded by the Open Space Tax must post the hours that the play areas are open to the public. Example: Playground is closed while school is in session from 8 am to 2pm. Playground is open to the public from 3:30 p.m. time to 8:00 p.m.

Reimbursement and Closeout Process

Funds will be disbursed:

- Once the project has been both physically and contractually completed as funded, or at a specified periodic reimbursement date as described in the grant agreement (subject to documentation described below).
- The documentation requested in the reimbursement process has been received and verified by staff. Documentation should indicate that all work has been completed, invoiced, and paid on the project contract, including payment of retainage, as necessary.
- If the final product of a project is a document, including but not limited to a plan, design, or construction documents, those documents must be sent to Open Space staff for inclusion in the project file and for project closeout. In addition, if a document is being developed in association with a land purchase including but not limited to surveys, baseline assessments, or environmental analysis, those documents must be forwarded to Open Space staff for project closeout.

The amount of funds disbursed will correspond to the submitted project budget. The amount of disbursement will be adjusted as necessary to maintain the level of funding originally awarded and

specified in the Grant Agreement. All reimbursements will be based on the award percentage of the total project costs, up to the full award amount. At no time will the amount of reimbursement, whether periodic or final, exceed the project expenditures when in-kind contributions are used as match.

Unused grant funds will be returned to the grant fund. For example, if a project is under budget the leverage amount will be based on the final cost of the awarded project and the remaining award amount will be returned to the grant fund for future reallocation. Under no circumstances will the amount of funds reimbursed by Adams County Open Space Sales Tax increase over the awarded amount represented in the Grant Agreement. An increased percentage of project costs will only be allowed if approved by the BoCC in a modification requesting such a change (see Project Modification Policy).

In the case of periodic reimbursements, all procedures for reimbursement remain the same, see All Other Projects Reimbursement Process section below. The reimbursement will be for the awarded percentage for the project for that time period. Open Space staff will keep records of all periodic reimbursements to ensure that the total never exceeds the maximum award stated in the grant agreement.

Failure to provide requested documents may result in non-compliance. Examples of all forms can be found at www.adcogov.org/open-space-grant-information under required forms.

Land Acquisition/Conservation Easement Reimbursement Process

The awarded funds can be disbursed to the Grantee after closing or directly to the title company at the time of closing. The Grantee will need to provide Adams County Open Space with copies of the following documents to receive the grant award:

- Copies of All Easements/Encumbrances
- Final Contract
- Full Qualified Appraisal
- Preliminary Buyers Settlement Agreement
- Title Commitment

It is the applicant's responsibility to ensure that Open Space staff is kept informed of any changes to the date, time or location of the closing. Adams County Open Space must have the wiring instructions at least five (5) business days ahead of the scheduled closing to forward to the Adams County Treasurer's Office to set up the wire transfer. All other documents should be to Open Space staff a minimum of two (2) business days before closing to have funds wired to closing. After closing, copies of the following documents must be forwarded to the Open Space Office prior to the project being closed out:

- Grant Closeout Request Form
- Recorded Deeds specific to this transaction
- Signed Settlement Statement
- Title Policy
- Fully executed Conservation Easement must be on file with Open Space staff (for passive acquisitions)
- Associated invoices and checks

- Other applicable items

All Other Projects Reimbursement Process

For all other projects, to close out a project the applicant must submit to the Open Space Office copies of the following documentation:

- Grant Closeout Request Form
- Completed Grant Closeout Worksheet
- Copies of ALL invoices listed on Grant Closeout Worksheet
- Copies of cancelled checks (front and back) for all costs indicated on Grant Closeout Worksheet
OR
- Signature of authorized Financial Officer on Grant Closeout Worksheet certifying all payments have been made
- Documentation for all in-kind donations (e.g., letter from donor stating value, invoice from business indicating value)
- Examples of all forms can be found at www.adcogov.org/open-space-grant-information under “Required Forms”.

Reporting Following Closeout

As stated in Resolution 2020-480, “no land or interests acquired with revenues of the Open Space Sales Tax may be sold, leased, traded, or otherwise conveyed, nor may an exclusive license or permit on such land or interests be given, without the approval of such action by the Board [of County Commissioners]”.

At the 5- and 10-year anniversaries of project closeout, Open Space staff will send Grantee a reporting form for all projects closed out during that timeframe, not including planning projects or environmental education programs. This form will request basic information about all closed out projects specifically what, how and why anything has changed on the project. Grantee will include dated photos of the project for Open Space staff review. If in Open Space staff’s opinion, the intent of the original project has been changed, a full report will be forwarded to the BoCC. At that time, the BoCC will review the information and determine what, if any, action will be taken, including but not limited to the return of all grant funds plus interest.

Code of Ethics

The Code of Ethics applies to all employees and officials of Adams County, including the Open Space Advisory Board. The Code of Ethics can be found on the Adams County website: www.adcogov.org

Glossary of Terms

ACTIVE USE: Lands for park purposes and other recreational uses such as sports fields, golf courses and recreation centers. Park purposes shall be defined as the construction, equipping, acquisition and maintenance of park and recreational improvements and facilities for the use and benefit of the public. (Source: Resolution 2020-480, Section 7 (b)(iv)(2)(B), item iii)

PASSIVE USE: Passive uses shall include, but not be limited to the purchase, construction and maintenance of: horse, bike or running trails; natural areas with limited development for fishing, hiking, walking or biking; wildlife preserves; lakes for fishing with accessible walks, docks, picnic areas and restrooms; conservation easements on agricultural land; environmental education programs; lands and waterways as community buffers; river and stream corridor land; unimproved flood plains; wetlands; preservation of cemeteries; and picnic facilities. (Source: Resolution 2020-480, Section 7 (b)(iv)(2)(A))

Deauthorization of Funds

In cases where funds are deauthorized (i.e., non-compliance, project completed under budget) remaining funds are returned to the grant fund for future allocation to projects. When funds have been paid, either for a completed project or for periodic reimbursements, and the BoCC requests those funds be returned to the grant fund, it is at the BOCC's discretion to also request payment of interest on those funds being returned.

In-kind Sources of Funds

In-kind sources of funds are donations of time, services, or goods. At no time is the applicant paying for this contribution to the project, whether directly from the project proceeds or indirectly from other funding. These sources must be documented through timesheets, invoices, or other means for project closeout purposes.

Qualified Appraisal

- Commissioned by the purchaser, another project partner that does not have an ownership interest in the property being acquired, or jointly by the seller and the purchaser;
- Prepared by an experienced independent appraiser and in accordance with the IRS definitions of a qualified appraisal and of highest and best use, as defined in Treas. Reg. 1.170A-13(c)(3); and
- Based upon the sales comparison method, which determines the value of the subject property by comparing sale prices of comparative properties. Adjustments are made to the sale price of each comparative property to reflect the differences between the comparison property and the subject property.
- Specific about the easement value of the property, and the value of the property before and after an easement is placed on it. Information about these values is necessary to determine ability to fund the project. (If funding is for a fee acquisition, only the full fee fair market value is needed; the before and after easement values are not required.)
- Effective within one year prior to closing, the grantee will be required to have an appraiser update the appraisal.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

A RESOLUTION CALLING AN ELECTION ON NOVEMBER 3, 2020 TO AUTHORIZE
THE PERMANENT EXTENSION OF AN EXISTING COUNTYWIDE SALES TAX OF
ONE-FOURTH OF ONE PERCENT (ONE-FOURTH PENNY PER DOLLAR) FOR THE
CONTINUED PURPOSE OF PRESERVING OPEN SPACE AND CREATING AND
MAINTAINING PARKS AND RECREATION FACILITIES; SETTING THE BALLOT TITLE
AND TEXT FOR THE ELECTION; AND PROVIDING THE EFFECTIVE DATE OF SUCH
RESOLUTION

Resolution 2020-480

WHEREAS, the Board of County Commissioners (the "Board") of Adams County, Colorado (the "County"), has determined that it is in the public interest and a priority of the residents of Adams County to protect water quality, wildlife areas, and wetlands; preserve farmland; protect open space to limit sprawl; and to create, improve and maintain parks, trails, and recreational facilities in Adams County; and,

WHEREAS, the Board has determined that there is and will be a deficiency in available funds to protect water quality, wildlife areas, and wetlands; preserve farmland; protect open space to limit sprawl; and to create, improve, and maintain parks, trails, and recreational facilities in Adams County for the foreseeable future; and,

WHEREAS, the County is authorized by law to impose a sales tax on the sale of tangible personal property at retail and the furnishing of services, subject to the approval of the registered electors of the County; and,

WHEREAS, in 1999, the voters of Adams County approved a one-fifth of one percent (one-fifth penny per dollar) countywide sales tax to preserve open space in order to limit sprawl, to preserve farmland, to protect wildlife areas, wetlands, rivers and streams, and for creating, improving, and maintaining parks and recreational facilities through 2006; and,

WHEREAS, in 2004 the voters of Adams County voted to increase the tax to one-fourth of one percent (one-fourth penny per dollar) to preserve land that protects water quality; protect wildlife areas, wetlands, rivers, and streams; preserve farmland; protect open space to limit sprawl; and for creating, improving, and maintaining parks, trails, and recreation facilities; and to extend the tax through 2026; and,

WHEREAS, the Board has determined that, as a result of the increase in growth in the County, the need to preserve open space has become increasingly urgent; and,

WHEREAS, the Board has therefore concluded that it is in the best interest of the residents of, and quality of life in, Adams County to permanently extend the existing one-fourth of one percent countywide sales tax (the "Open Space Sales Tax"), the receipts from which shall be restricted in application to the Open Space Program, as enumerated herein and in Resolutions 99-1 and 2004-01; and,

WHEREAS, the Board has determined that a ballot issue regarding a permanent extension of the Open Space Sales Tax for the purposes enunciated herein and in Resolutions 99-1 and 2004-01 should be submitted to the eligible electors of the County at the November 3, 2020 general election; and,

WHEREAS, the Board has determined to set the ballot title and text for the ballot issue to be submitted at the election called by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS, STATE OF COLORADO:

1. An election shall be held on Tuesday, November 3, 2020, at which there shall be submitted to the eligible electors of the County a ballot issue authorizing a permanent extension of the Open Space Sales Tax originally imposed pursuant to Resolution No. 99-

I, and increased and extended pursuant to Resolution No. 2004-01 (the "Open Space Sales Tax"), the title of which issue shall be in substantially the following form:

ISSUE 1A

WITH NO INCREASE IN ANY COUNTY TAX RATE, SHALL ADAMS COUNTY'S EXISTING OPEN SPACE SALES TAX OF ONE-FOURTH OF ONE PERCENT (ONE-FOURTH PENNY PER DOLLAR) BE PERMANENTLY EXTENDED WITH THE PROCEEDS TO CONTINUE TO BE USED SOLELY TO:

PRESERVE LAND THAT PROTECTS WATER QUALITY;

PROTECT WILDLIFE AREAS, WETLANDS, RIVERS, AND STREAMS;

PRESERVE FARMLAND;

PROTECT OPEN SPACE TO LIMIT SPRAWL; AND;

FOR CREATING, IMPROVING, AND MAINTAINING PARKS, TRAILS, AND RECREATION FACILITIES; AND

WITH ALL COUNTY EXPENDITURES TO BE ALLOCATED BETWEEN ACTIVE AND PASSIVE OPEN SPACE USES BASED ON THE RECOMMENDATIONS OF A CITIZEN ADVISORY COMMISSION AND SUBJECT TO AN ANNUAL AUDIT, WHICH TAX SHALL BE IMPOSED, COLLECTED, ADMINISTERED, AND ENFORCED AS PROVIDED IN RESOLUTION 2020-480 AND SHALL ALL REVENUES FROM SUCH TAX AND ANY EARNINGS THEREON, INCLUDING REVENUES SHARED WITH THE INCORPORATED CITIES AND TOWNS IN ADAMS COUNTY, FOR THE DURATION OF THE TAX, CONSTITUTE A VOTER-APPROVED REVENUE CHANGE FOR THE PURPOSES OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION AND ANY OTHER REVENUE LIMITS IMPOSED BY THE LAWS OF THE STATE OF COLORADO?

YES _____

NO _____

2. The election shall be conducted by the Adams County Clerk and Recorder ("Clerk and Recorder") in accordance with the Uniform Election Code, C.R.S. § 1-1-101, *et seq.*, and other laws of the State of Colorado, including without limitation, the requirements of article X, section 20, of the Colorado Constitution (hereinafter "TABOR").
3. All acts required or permitted by the Uniform Election Code relevant to conducting this election shall be performed by the Clerk and Recorder.
4. The Clerk and Recorder shall cause all notices of election to be provided in accordance the laws of the State of Colorado, including but not limited to, the Uniform Election Code and TABOR.
5. Pursuant to C.R.S. § 29-2-104 (5), the Clerk and Recorder shall publish the text of this Resolution four separate times, a week apart, in the official newspaper of the County and each city and incorporated town within the County.
6. If a majority of the votes cast on the ballot issue of permanently extending the imposition of the Open Space Sales Tax are in favor of such ballot issue, the Open Space Sales Tax shall be permanently extended and shall apply to all taxable transactions, unless exempt, occurring on or after January 1, 2021, and shall be collected and administered in accordance with County Resolutions 99-1, 2004-01, and this Resolution and the schedules set forth in the rules and regulations promulgated by the Colorado Department of Revenue.

(a) *Extension of the Imposition of the Sales Tax.* There is hereby permanently extended the imposition on all sales of tangible personal property at retail or the furnishing of services in the County, as provided in section 29-2-105, *et seq.*, C.R.S., as amended, a tax equal to one-fourth of one percent of the gross receipts (the "Open Space Sales Tax").

(b) *Transactions Subject to the Sales Tax.* The transaction subject to the Open Space Sales Tax shall be as set forth below and as required by Colorado state law.

- (i) The tangible personal property and services taxable hereunder shall be the same as the tangible personal property and services taxable pursuant to section 39-26-104, C.R.S., except as provided herein, and shall be subject to the same exemptions as those specified in part 7 of article 26 of title 39, C.R.S., expressly including the exemption allowed by section 39-26-709 (1), C.R.S., for purchases of machinery or machine tools, the exemption for sales of electricity, coal, wood, gas, fuel oil, or coke specified in section 39-26-715 (1)(a)(II), C.R.S., the exemption for sales of food specified in section 39-26-707 (1)(e), C.R.S., the exemption for vending machine sales of food set forth in section 39-26-714 (2), C.R.S., the exemption for occasional sales by a charitable organization set forth in section 39-26-718 (1)(b), C.R.S., the exemption for sales and purchases of farm equipment and farm equipment under lease or contract specified in section 39-26-716 (1)(d), (2)(b) and (2)(c), C.R.S., and the exemption for sales of low-emitting motor vehicles, power sources, or parts used for converting such power sources as specified in section 39-26-719 (1), C.R.S. Also expressly exempted are pesticides that are registered by the commissioner of agriculture for use in the production of agricultural and livestock products pursuant to the provisions of the "Pesticide Act," article 9 of title 35, C.R.S., and offered for sale by dealers licensed to sell such pesticides pursuant to section 35-9-115, C.R.S., all sales and purchases of parts used in the repair or maintenance of farm equipment, all shipping pallets or aids paid for by a farm operation, and aircraft designed or adapted to undertake agricultural applications, and all sales and purchases of dairy equipment. Also expressly exempted are the exemption for sales of machinery or machine tools specified in section 39-26-709 (1), C.R.S., used in the processing of recovered materials by a business listed in the inventory prepared by the department of public health and environment pursuant to section 30-20-122 (1)(a)(V), C.R.S.; the exemption for sales of wood from salvaged trees killed or infested in Colorado by mountain pine beetles or spruce beetles as specified in section 39-26-723, C.R.S.; the exemption for sales of components used in the production of energy, including but not limited to alternating current electricity, from a renewable energy source specified in section 39-26-724, C.R.S.; the exemption for sales that benefit a Colorado school specified in section 39-26-725, C.R.S.; the exemption for sales by an association or organization of parents and teachers of public school students that is a charitable organization as specified in section 39-26-718 (1)(c), C.R.S.; the exemption for sales of property for use in space flight specified in section 39-26-728, C.R.S.; and the exemption for manufactured homes set forth in section 39-26-721 (3).
- (ii) The Sales Tax shall not be imposed on the sale of construction and building materials, as the term is used in section 29-2-109, C.R.S., if the purchaser of such materials presents to the retailer a building permit or other acceptable documentation that a local use tax has been paid or is required to be paid on the value thereof.
- (iii) The Sales Tax shall not be imposed on the sale of personal property on which a specific ownership tax has been paid or is

payable if: (I) the purchaser is a nonresident of or has its principal place of business outside the County, and (II) such personal property is registered or required to be registered outside the limits of the County under the laws of the State of Colorado.

- (iv) The Sales Tax shall not be imposed on the sale of tangible personal property at retail or the furnishing of services if the transaction has been previously subjected to a sales or use tax lawfully imposed on the purchaser or user by another statutory or home rule county equal to or in excess of the amount imposed by Section 6 (a) hereof. A credit shall be granted against the Sales Tax payable with respect to such transaction equal in amount to the lawfully imposed sales or use tax previously paid by the purchaser or user to such other statutory or home rule county, provided that such credit shall not exceed the amount of the Sales Tax imposed by Section 6 (a) hereof.

(c) *Determination of Place at Which Sales are Consummated.* For the purpose of this Resolution, all retail sales are sourced as specified in section 39-26-104 (3), C.R.S. The amount subject to the Sales Tax shall not include the amount of any state sales and use tax imposed by article 26 of title 39, C.R.S.

(d) *Collection, Administration and Enforcement.* The collection, administration and enforcement of the Sales Tax shall be performed by the Executive Director of the Colorado Department of Revenue (the "Executive Director") in the same manner as the collection, administration and enforcement of the Colorado state sales tax. The provisions of article 26 of title 39, C.R.S. and all rules and regulations promulgated thereunder by the Executive Director shall govern the collection, administration, and enforcement of the Sales Tax.

(e) *Vendor Fee.* No vendor fee shall be permitted or withheld with respect to the collection and remittance of the Sales Tax.

7. **Distribution of Sales Tax Revenue.** The proceeds from the collection of the Open Space Sales Tax shall be administered and distributed in the following manner:

(a) *Open Space Advisory Board.* The Open Space Advisory Board shall continue to be appointed by the Board of County Commissioners.

- (i) The Open Space Advisory Board shall consist of seven members, four of whom shall be residents of unincorporated Adams County and three of whom shall be residents of cities or towns located in Adams County.
- (ii) Members shall serve four-year terms of office, except the initial term of two members from the unincorporated area of Adams County and two members from cities and towns were six years. Members may be re-appointed to successive terms.
- (iii) Members shall serve at the pleasure of the Board.
- (iv) The Board of County Commissioners shall develop a system to rotate the jurisdictions represented on the Open Space Advisory Board in a systematic fashion.
- (v) Members shall not be compensated for their services, but they may be reimbursed for reasonable expenses actually incurred in the performance of their duties in accordance with this Resolution and County policy.
- (vi) Members shall act in accordance with law, including Colorado conflict of interest law applicable to public bodies. No member

shall vote or participate in the application process regarding an acquisition or expenditure in which he or she has a financial or ownership interest, or where he or she has an ownership interest in adjacent property.

- (vii) The Open Space Advisory Board will meet quarterly, or as necessary to review proposed projects. All meetings shall be held in accordance with Colorado Open Meetings Law.
- (viii) The Open Space Advisory Board will make recommendations to the Board of County Commissioners regarding the distribution of proceeds from the collection of the Open Space Sales Tax, substantially in accordance with the guidelines set forth in this Resolution.

(b) Deposit and Expenditure of Revenue.

- (i) The County has established an Open Space Fund within which all revenues and expenditures from the Open Space Sales Tax are accounted for.
- (ii) Two percent (2%) of the Open Space Sales Tax collected shall continue to be used by the Open Space Advisory Board for administrative purposes, i.e. consultants, studies, site reviews, etc.
- (iii) After payment of the administrative fee, thirty percent (30%) of the remaining Open Space Sales Tax collected shall continue to be automatically returned to the cities, towns and unincorporated area of Adams County in the same proportion as is the ratio of Open Space Sales Tax collected within the city, town or unincorporated area to the total County sales tax collections, as computed from information provided by the Colorado Department of Revenue. This money may be used by the jurisdiction for either active or passive uses but shall not be used to augment existing parks and open space budgets.
- (iv) After payment of the administrative expenses and distribution of the thirty percent described above, the moneys remaining in the Open Space Fund shall be used as directed by the Board of County Commissioners, substantially in accordance with the following guidelines:
 - (1) Grant applications may be submitted to the Open Space Advisory Board by those jurisdictions having an approved open space and/or recreation plan.
 - (2) The Open Space Advisory Board shall review the application and make recommendations to the Board of County Commissioners regarding approval or denial of the application. Fund distributions may be attributable to both active and passive open space uses, defined as:
 - (A) Passive open space uses include the purchase, construction and maintenance of: horse, bike or running trails; natural areas with limited development for fishing, hiking, walking or biking; wildlife preserves; lakes for fishing with accessible walks, docks, picnic areas and restrooms; conservation easements on agricultural land; environmental education programs; lands and

waterways as community buffers; river and stream corridor land; unimproved flood plains; wetlands; preservation of cemeteries; and picnic facilities.

- (B) Active uses include the purchase, construction, equipping and maintenance of: sports fields, golf courses, and recreation centers.
- (v) Any funds received from the disposition of assets acquired or constructed with revenues of the Open Space Sales Tax shall be used in accordance with the above guidelines.

(c) Authorized Projects and Uses of Funds.

- (i) Revenues collected from the Open Space Sales Tax may be used in the following manner:
 - (A) To acquire fee title interest in real property for open space, natural areas, wildlife habitat, agricultural and ranch lands, historical amenities, parks and trails;
 - (B) To acquire less than fee interests in real property such as easements (including conservation and agricultural), leases, options, future interests, covenants, development rights, subsurface rights and contractual rights, either on an exclusive or nonexclusive basis, for open space, natural areas, wildlife habitat, agricultural and ranch lands, historical amenities, parks and trails purposes;
 - (C) To acquire water rights and water storage rights for use in connection with the aforementioned purposes;
 - (D) To acquire rights-of-way and easements for trails and access to public lands, and to build and improve such trails and accessways;
 - (E) To allow expenditure of funds for joint projects between counties and municipalities, recreation districts, or other governmental entities in the County;
 - (F) To improve and protect open space, natural areas, wildlife habitats, agricultural and ranch lands, historical amenities, parks and trails;
 - (G) To manage, patrol and maintain open space, natural areas, wildlife habitats, agricultural and ranch lands, historical amenities, parks and trails;
 - (H) To pay for related acquisition, construction, equipment, operation and maintenance costs;
 - (I) To implement and effectuate the purposes of the Open Space Program.
- (ii) Passive open space lands may be acquired and maintained and may include:
 - (A) Lands with significant natural resource, scenic and wildlife habitat values;
 - (B) Lands that are buffers maintaining community identity;

- (C) Lands that are to be used for trails and/or wildlife migration routes;
 - (D) Lands that will be preserved for agricultural or ranch purposes;
 - (E) Lands for outdoor recreation purposes limited to passive recreational use, including but not limited to hiking, hunting, fishing, photography, nature studies, and if specifically designated, bicycling or horseback riding;
 - (F) Lands with other important values such as scenic and historic sites that contribute to the County's and County municipalities' natural and cultural heritage.
- (iii) Active open space lands may include lands for park purposes and other recreational uses such as sports fields, golf courses and recreation centers. Park purposes shall be defined as the construction, equipping, acquisition and maintenance of park and recreational improvements and facilities for the use and benefit of the public.
- (iv) No land or interests acquired with the revenues of the Open Space Sales Tax may be sold, leased, traded, or otherwise conveyed, nor may an exclusive license or permit on such land or interests be given, without the approval of such action by the Board.
8. If a majority of the votes cast on the ballot issue of permanently extending the Open Space Sales Tax are in favor of such issue, the Clerk and Recorder shall provide a notice of adoption of this Resolution, together with a certified copy of this Resolution, to the Executive Director of the Colorado Department of Revenue at least forty-five (45) days prior to January 1, 2021.
 9. For the purpose of C.R.S. § 1-11-203.5, this Resolution shall serve to set the ballot title for the ballot question set forth herein, and the ballot title for such ballot question shall be the text of the ballot question itself.
 10. The officers and employees of the County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.
 11. The rate of the Sales Tax and the deposit of revenues collected from the Open Space Sales Tax as set forth in this Resolution shall not be amended, altered, or otherwise changed unless first submitted to a vote of the registered electors of the County for their approval or rejection. Other provisions of this Resolution may be amended as necessary to effectuate the purposes of this Resolution by resolution adopted by the Board of County Commissioners in accordance with law.
 12. All actions not inconsistent with the provisions of this Resolution heretofore taken by the Board and the officers and employees of the County and directed toward holding the election for the purposes stated herein are hereby ratified, approved, and confirmed.
 13. All prior acts, orders or resolutions, or parts thereof, by the County inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.
 14. If any section, paragraph, clause, or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution, it being the intention that the various parts hereof are severable.

15. The cost of the election shall be paid from the County's general fund.

16. This Resolution shall take effect immediately upon its passage.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry	_____	Aye
Tedesco	_____	Aye
Pinter	_____	Aye
O'Dorisio	_____	Aye
Hodge	_____	Aye
Commissioners		

STATE OF COLORADO)
County of Adams)

I, Josh Zygielbaum, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

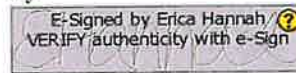
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 1st day of September A.D. 2020.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Josh Zygielbaum:



By:



Deputy