

**SOUTH SUBURBAN PARK AND RECREATION DISTRICT  
REGULAR MEETING # 903  
MINUTES**

(Note to the minutes: The December 27, 2017 sessions were cancelled due to the lack of any pressing agenda items. Proper posting was accomplished per State Statute. /ds)

**1. Call to Order**

A regular meeting of the Board of Directors of South Suburban Park and Recreation District was called to order at 5:31 pm on **Wednesday, January 10, 2018** at the Goodson Recreation Center, 6315 South University Boulevard, Centennial, Colorado. Chair John Ostermiller presided.

Board of Directors: John K. Ostermiller  
Scott A. LaBrash  
Pamela M. Eller  
Michael T. Anderson  
James A. Taylor

Management staff: Rob Hanna, Executive Director  
Mike Braaten, Deputy Executive Director  
Brett Collins, Director of Planning & Development  
Andy Jennings, Director of Parks and Open Space  
Mike MacLennan, Director of Information Technology  
Eileen Matheson, Director of Recreation  
Bill Ramsey, Director of Golf  
Steve Shipley, Director of Finance  
Erich WonSavage, Director of Human Resources

**2. Study Session**

Items of Interest topics included the following.

- 2.1 Update on District Master Plan - Lone Tree Addendum for RidgeGate East
- 2.2 Monthly Department Reports
- 2.3 Hudson Gardens Executive Director's Monthly Report

Consent agenda items for review included:

- 2.4 Approval of Accounts Payable (checks, wires, and purchase card transactions) for December 2017 in the Amount of \$5,353,433

In addition, there were discussions of and reports on

- 2.5 the November 2017 Monthly Financial Report
- 2.6 the November 7, 2017 Election Costs

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- 2.7 the November 7, 2017 Election: Votes by Precinct
- 2.8 the 2017 Work Plan Fourth-Quarter Report
- 2.9 the Employee Handbook Updates
- 2.10 Future Agendas and Upcoming Events

### 3. **Recess**

The Board paused at 7:02 pm and returned to public meeting at 7:10 pm.

### 4. **Public Meeting continued**

#### 4.1 Formal Roll Call

All Boardmembers were present.

#### 4.2 Pledge of Allegiance

#### 4.3 Certification of Agenda

Mr. Ostermiller asked if any Boardmembers had any additions, changes or deletions for the agenda tonight. Members had none at this time.

#### 4.4 Report on Executive Session Held December 13, 2017

Mr. Ostermiller reported that the Board of Directors went into Executive Session, along with the Executive Director and Legal Counsel, at the conclusion of the December 13, 2017 Regular Meeting to receive updates on the status of various potential real estate projects, under CRS Section 24-6-402 (4) e. He requested: If anyone believes that any substantial discussion of any matters not included in the motion to go into the Executive Session occurred during the Executive Session, or that any improper action occurred during the Executive Session in violation of the Open Meetings Law, to state concerns for the record. Mr. Ostermiller added, the Board adjourned directly from Executive Session for the evening, no votes were taken, and no items discussed other than that mentioned above.

Boardmembers had no comments at this time.

#### 4.5 Unscheduled Public Comments

Pat Benhmida, 911 East Briarwood Circle North, Centennial spoke on behalf of the SouthGlenn Civic Association board and its exploratory committee. She reported on the neighborhood's efforts to retain the SouthGlenn Country Club property (total 22 acres) as a recreation facility, and to avoid redevelopment. She reported that the Country Club operation has been failing for the past seven years.

After many outreach events to the neighborhood and several recent group meetings, their committee is considering forming a small recreation district to manage the club property (a 9-hole golf course, swimming pool, tennis courts and clubhouse). They are collecting donations from neighbors to fund legal services.

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She was visiting the Board meeting tonight to perform some due diligence for that effort: She wanted to make sure that South Suburban doesn't wish to take over the property and run the current recreation amenities. The neighbors aren't interested in giving up control of the property and losing their only local green space.

The committee also wants to know, if the District would consider taking over management of the property as it is, and would the District guarantee never to sell it for development. The committee understands that if they form their own small recreation district, then South Suburban would expect the new district not to compete with South Suburban operations.

Mr. Ostermiller explained the Board wouldn't be able to provide a commitment to the community tonight: The idea would have to go through the District legal counsel and the Executive Director to prepare a briefing paper for the Board. He asked Mrs. Benhmida to work with Mr. Hanna.

Mr. Hanna reported that his discussion with SouthGlenn representatives was, that the District didn't have any interest in assuming operation of the swimming pool and 9-hole golf course. However, if these citizens (and possibly Littleton Public Schools) are interested in talking to the District, doing some planning, and seeing how the property fits in and would serve the District's master plan, then the District would be willing look to look at the matter. (The property is adjacent to Mark Twain Elementary.) So far as restricting the property to recreation uses, the parties could entertain (for instance) deed restrictions or conservation easements. He concluded, the committee needs to come to the District; and to be clear, the District wouldn't be interested in taking over two failing businesses.

Mr. Ostermiller noted that this matter of the country club operation had come before the Board at least twice during his time on the Board the last eight years. South Suburban has not been interested in taking over the operation of the golf course, swimming pool and clubhouse. He believed that nothing has changed for the District.

Mrs. Benhmida assured the Board, she likes what the District said, as it validates going forward with creating the small recreation district. She understands that the new district would not be in competition with South Suburban.

Mrs. Eller asked if the neighborhood has a vision for the property. Mrs. Benhmida stated the neighborhood has many visions: The proposed recreation district service plan would be to keep the 9-hole golf course, swimming pool and tennis courts; then they would like to open up the clubhouse for a community center, to provide senior programs on the west side of Centennial (with the City of Centennial), after-school activities for younger children, and tutoring for older children. The committee plans to get rid of the private country club atmosphere – though, there is pushback from current country club members who don't want to give up the club.

Mr. Taylor stated, time is of the essence if they want to put the recreation district formation on the November 2018 ballot; and Mrs. Benhmida agreed. The committee's deadline is to come to a decision whether to go forward or

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not by March 31 (i.e., to find 600 neighbors who are interested); and if they go forward, then they would hire legal representation.

### 4.6 Approval of Minutes for Regular Meeting # 902, December 13, 2017

There were no additions, corrections or changes. Mr. Ostermiller announced, without further objection, the minutes stood approved as presented.

### 4.7 Legal Counsel's Report

Legal counsel had provided a confidential written report to Boardmembers in tonight's delivered packet. Members had no items to discuss at this time.

### 4.8 Executive Director's Report

Mr. Hanna noted the public hearing scheduled for the February 14 public meeting, to include the Schweiger Ranch property in the District (with proper posting to be accomplished by Jim Collins' office).

The District offered an insurance premium holiday to District employees on their last paycheck of 2017, after the program met the required criteria. He thanked the Board for their support.

Mr. Hanna attended the swearing-in of the new Centennial City Councilmembers. He expressed optimism about working with the new Council.

Last week, the District issued a Request for Proposal, to solicit architect services for a field house and ice arena. Mr. Hanna anticipates that they will present the Board with a Construction Management/ General Contract resolution within 30-45 days of start. The design will take advantage of the uniqueness of the property. To Mrs. Eller's question about a potential partnership in the project with the Highlands Ranch Metropolitan District, Mr. Hanna reported the feasibility committee was meeting today and would complete a final report next week, and then the District will see if HRMD is interested.

Mr. LaBrash asked if the new Centennial City Council expressed any interest in a breakfast meeting with the Board, some time in the near future. Mr. Hanna will bring it up again with City representatives and will offer to host the event.

### 4.9 Approval of Consent Agenda Items

- a. Approval of Accounts Payable (checks, wires, and purchase card transactions) for December 2017 in the amount of \$5,353,433.

Mrs. Eller moved to approve item a. Mr. LaBrash seconded the motion. There was no further discussion, and the motion was approved unanimously (5-0).

There were no public hearings tonight.

### 4.10 Resolution # 2018-001, 2018 Meetings Posting Locations

To Boardmembers questions, Ms. Shephard reported on current FYI postings in the major facilities and on the District website.

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Mr. Taylor moved to adopt the Resolution # 2018-001, which specifies that the 24-hour notices of meetings (the agendas) of the District Board of Directors' sessions will be posted at the Goodson Recreation Center. Mrs. Eller seconded the motion, which was approved unanimously (5-0). (A copy of the Resolution is attached hereto and made part of the permanent record.)

### 4.11 Approval of Appointment of Larry Lovelace to the South Suburban Public Art Committee

Mr. Braaten reported, Sarah Heaton has left the District Committee due to employment commitments. Mr. Braaten presented Mr. Lovelace's name for approval, as recommended by the Lone Tree Arts Commission, to serve the City on the District Committee. Mr. LaBrash moved to approve the appointment of Mr. Larry Lovelace to the South Suburban Public Art Committee. Mr. Anderson seconded the motion, which was approved unanimously (5-0).

### 4.12 Resolution # 2018-002, Calling for the May 8, 2018 Regular Election

Mr. Braaten presented the resolution for approval. The May 8 election will be a polling place election. Micki Mills of Collins, Cockrel & Cole again will serve as the District's Designated Election Official. The resolution specifies the following polling places: the Buck and Goodson centers, South Suburban Clubhouse and The Lone Tree Hub.

To the Boardmembers questions, staff reported on anticipated polling place election costs and the current absentee voter list program.

Mrs. Eller moved to approve Resolution # 2018-002, calling for the May 8, 2018 Regular Election: stipulating a polling place election, that Micki Mills will serve again as the District's Designated Election Official, and designating four polling place locations. Mr. LaBrash seconded the motion, which was approved unanimously (5-0). (A copy of the Resolution is attached hereto and made part of the permanent record.)

### 4.13 Review of Conceptual Site Plan for Sheridan Community Park Tennis and Pickleball Courts

Pam Cornelisse, Senior Park Planner asked the Board of Directors to review the conceptual master plan tonight and then to allow staff to move forward with the public planning process. She outlined the redevelopment plans, current Pickleball use in Sheridan Recreation Center, and current and projected use of the outside courts. The plans is reconfigure four tennis courts, scheduled for replacement in 2019, into two new tennis courts and eight Pickleball courts. With the Board's direction, staff will submit a grant application to Arapahoe County Open Spaces in April.

Mrs. Eller asked what kind of border would there be between the different types of courts; staff anticipates that it would be a chain link fence. Mrs. Eller wondered if other recreation providers have laid out adjacent tennis and Pickleball courts this way; staff didn't have that information tonight. Mrs. Eller noted noise complaints to the District about Pickleball noise, including some reports from the Littleton Tennis Bubble. Mr. LaBrash wondered about the noise and the current Mullen High School tennis players. Mrs. Eller asked if

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the noise would be an issue with US Tennis Association league tournament play, for instance. Staff wasn't aware of any requirements from the USTA. Mr. Hanna explained that the District can't relocate the courts with the current budget; and they are experimenting with a sound-dampening cloth. He suggested, this design is probably the best option.

To Boardmembers' questions, Mr. Jennings reported that in addition to the work completed during the school construction last year, there will be additional improvements in 2018. District Planning and Parks staff will review the details. There is adequate parking for league-level play events in the various lots adjacent the Park. To Mr. LaBrash's question, Brett Collins reported there may be some adjustments to the existing irrigation system.

Mr. Anderson stated he supports this improvement, and Mr. LaBrash agreed, noting the rising number of Pickleball players and the increasing use of Sheridan Recreation Center. To Mr. Anderson's question, staff reported that the courts are lighted currently, and the courts are not near any residential development. Mr. LaBrash encouraged staff to get input from the School District about the noise and increased use and the number of courts, particularly as the courts are immediately adjacent the new Sheridan school.

Staff didn't request a formal motion from the Board this evening. They were informing the Board regarding taking away a use, prior to the upcoming public meeting in February. Staff will return with a final plan and request a motion to approve in the future. Boardmembers gave informal direction to go forward.

#### 4.14 Resolution #2018-003 to Purchase 10 Acre Feet of Water Storage for the Chatfield Environmental Pool

Brett Collins presented. The goal of the Environmental Pool project is to put water in the Platte River during dry periods, and to enhance the Corridor for vegetation, wildlife and possibly some recreation uses. Mr. Collins explained the history behind Greenway Foundation's successful fundraising, purchasing a total of 2,100 acre feet. The purchasing partners include Arapahoe County Open Spaces, the Township of Columbine Valley, and the cities of Englewood, Littleton, and Sheridan.

Brett reported that staff is in favor with moving forward with the purchase.

Mr. LaBrash stated he is very much in favor of the partnership. Mr. Ostermiller was pleased that several entities are working together on it. Mr. Taylor stated, this is a fantastic opportunity to keep water moving through the River when it is critically needed. Mrs. Eller noted some dire predictions in public meetings during Reallocation meetings several years ago, and that this solution allays the problems somewhat.

Mrs. Eller moved to approve Resolution #2018-003 for the purchase of 10 acre feet of water storage in the Chatfield Environmental Pool. Mr. LaBrash seconded the motion, which was approved unanimously (5-0). (A copy of the Resolution is attached hereto and made part of the permanent record.)

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### 4.15 Resolution #2018-004, Approval of Construction Contract for Sterne Park Renovations Phase I

Mrs. Cornelisse asked the Board of Directors to approve the resolution to award the construction renovations contract. Canterbury Construction Management Services, Inc. (CCMI) was the lowest conforming bidder and has successfully completed other projects for the District. Construction will start in February and will be complete by June (before the annual Western Welcome Week events in the Park in August). Project funding includes a grant from Arapahoe County Open Spaces and a cash match from the City of Littleton. CCMI's total construction bid (base bid plus alternate 2) is \$288,830. The current project will replace current infrastructure with like items.

To Mr. Taylor's questions, staff explained that this is a first phase. The existing restroom building will be locked up and left in place; and the first phase will not include any improvements to the existing shade shelter. Expansion of the playground will not impact the area used by the Welcome Wagon event (Western Welcome Week). To Mr. Ostermiller's question, staff reported there is no timeline for the second phase, and no funding identified; probably the second phase will include demolition of the current restroom building and expansion of the shade shelter.

Mr. Ostermiller reported a complaint from local mothers with concerns about homeless individuals living in the Park's shade shelter immediately adjacent the playground; he asked what could be done. Staff talked about alternatives and how the monitoring in Sterne Park is being handled.

To Mrs. Eller's question, staff reported that the Arapahoe County Open Spaces grant was awarded in 2016. Mrs. Eller noted a discussion during study session about how long it takes to complete a project. Brett Collins noted the complexity of this particular project.

Mr. Anderson moved to approve Resolution # 2018-004, to award a construction contract to Canterbury Construction Management Services, Inc. in the amount of \$288,830.00, and approve a total project budget of \$626,270.00 for the Sterne Park Renovations Phase I Project, Mr. LaBrash seconded the motion, which was approved unanimously (5-0). (A copy of the Resolution is attached hereto and made part of the permanent record.)

### 4.16 Directors' Items, Committee Meeting Updates

Mr. LaBrash thanked the South Suburban Ice Arena staff and particularly Dirk Doty and Jeff Schneider for the second Littleton Public Schools Alumni Hockey event.

Mr. Anderson noted an upcoming Special District Association webinar, in January, on the history of the State's TABOR amendment.

Mr. Ostermiller reported on the South Metro Chamber of Commerce's Legislative Action Committee. The first meeting of the year was held this week. The Committee be watching State legislation closely related to business-friendly regulations, economic development and, as always, the budget process.

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Mr. Hanna noted the Special District Association's Legislative Update, held on Monday mornings, starts next week.

### 4.17 Session Announcements and Emergency Items

(Note: There will be a joint study session with the Littleton City Council on January 25, 7:30 am at the Council Chambers, with agenda yet to be determined. Appropriate posting will be accomplished per State Statute.)

Mr. Anderson offered congratulations to staffmembers Kate Jenkins and Mindy Albert for being accepted into the Special District Association's annual Leadership Training program. Mr. Ostermiller noted the upcoming Littleton Leadership Academy; Mrs. Matheson reported that staffmember Levi Schroder was accepted.

## 5. **Adjournment**

There was no executive session this evening. The group adjourned at 8:10 pm.

Donna Shephard  
District Records Clerk

/ds

**South Suburban Park and Recreation District**  
**Resolution # 2018-001**

**WHEREAS** special districts are required by Subsection 24-6-402-(2)(c), C.R.S., to designate annually at the District Board's first regular meeting of each calendar year, the place at which notice will be posted at least 24 hours prior to each meeting,

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SOUTH SUBURBAN PARK AND RECREATION DISTRICT AS FOLLOWS:**

1. **NOTICES** of meetings (formal and study sessions) and agendas of the District Board, required pursuant to C.R.S. 24-6-401, et seq., shall be posted within the boundaries of the District at least 24 hours prior to each meeting at the following location:

**GOODSON RECREATION CENTER  
6315 SOUTH UNIVERSITY BOULEVARD  
CENTENNIAL, ARAPAHOE COUNTY, COLORADO**

2. **NOTICES** of special formal meetings required to be posted at three public places within the District and at the offices of the County Clerks at least 72 hours (three days) prior to said meeting shall continue to be made, pursuant to C.R.S. 32-1-903(2).

PASSED, APPROVED, AND ADOPTED this 10th day of January, 2018

by the Board of Directors of the South Suburban Park and Recreation District,

by a vote of     5     for and     0     against.

South Suburban Park and Recreation District, by

ATTEST:

SIGNED

\_\_\_\_\_  
John K. Ostermiller, Chairman

\_\_\_\_\_  
Pamela M. Eller, Secretary

**SOUTH SUBURBAN PARK AND RECREATION DISTRICT  
RESOLUTION NO. 2018-002**

**RESOLUTION CALLING FOR THE 2018 REGULAR DISTRICT ELECTION  
AND APPOINTING A DESIGNATED ELECTION OFFICIAL**

**WHEREAS**, the South Suburban Park and Recreation District (“District”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Colorado Revised Statutes; and

**WHEREAS**, the terms of office of Directors Michael T. Anderson, Pamela M. Eller and John K. Ostermiller shall expire after their successors are elected at the regular special district election to be held on May 8, 2018 (“Election”) and have taken office; and

**WHEREAS**, in accordance with the provisions of the Special District Act (“Act”) and the Colorado Local Government Election Code (“Code”) (the Act and the Code being referred to jointly as the “Election Laws”), the Election must be conducted to elect three (3) Directors to serve for a term of four (4) years.

**NOW, THEREFORE**, be it resolved by the Board of Directors of the South Suburban Park and Recreation District in the Counties of Arapahoe, Douglas and Jefferson, State of Colorado that:

1. The regular election of the eligible electors of the District shall be held on May 8, 2018, between the hours of 7:00 a.m. and 7:00 p.m. pursuant to and in accordance with the Election Laws, and other applicable laws. At that time, three (3) Directors will be elected to serve a four-year term.

2. There shall be one election precinct for the convenience of the eligible electors of the District, the boundaries of which shall be identical to the boundaries of the District, and there shall be four (4) polling places at the following locations:

**Buck Community Recreation Center**  
2004 West Powers Avenue  
Littleton, Colorado

**Goodson Recreation Center**  
6315 South University Boulevard  
Centennial, Colorado

**South Suburban Golf Course Clubhouse**  
7900 South Colorado Boulevard  
Centennial, Colorado

**The Lone Tree Hub**  
8827 Lone Tree Parkway  
Lone Tree, Colorado

These polling places shall also be the polling place locations for disabled electors and for eligible electors not residing within the District. If the Designated Election Official deems it to be more expedient for the convenience of the eligible electors of the District (who are also eligible electors in other special districts with overlapping boundaries which are conducting elections on the Election day), the Election may be held jointly with such special districts in accordance with coordinated election procedures as set forth in an agreement between all participating special districts. In such event, the election precincts and polling places shall be as set forth in such agreement. The Designated Election Official is authorized to execute such agreement on behalf of the District, which agreement shall include provisions for the allocation of responsibilities for the conduct and reasonable sharing of costs of the coordinated Election.

2. The Board of Directors hereby designates Micki L. Mills as the Designated Election Official for the conduct of the Election on behalf of the District, and she is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Election Laws or other applicable laws. Among other matters, the Designated Election Official shall publish the call for nominations, appoint election judges as necessary, appoint the Canvass Board, arrange for the required notices of election, printing of ballots, and direct that all other appropriate actions be accomplished.

3. Applications for absentee ballots may be filed with the Designated Election Official c/o Donna Shephard, 6631 South University Boulevard, Centennial, Colorado, 80121 or at elections@ssprd.org, no later than 5:00 p.m. on the Tuesday immediately preceding the election (Tuesday, May 1, 2018).

4. Self-Nomination and Acceptance forms are available at the Designated Election Official's office located 390 Union Boulevard, Suite 400, Lakewood, Colorado, 80228, mmills@cccfirm.com. All candidates must file a Self-Nomination and Acceptance form with the Designated Election Official no earlier than January 1, 2018, nor later than 5:00 p.m. on Friday, March 2, 2018.

5. If the only matter before the electors is the election of Directors of the District and if, at the close of business on March 6, 2018, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent no later than March 5, 2018, the Designated Election Official shall cancel the

Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with the Code.

6. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board's intention that the various provisions hereof are severable.

7. Any and all actions previously taken by the Designated Election Official, the Secretary of the Board of Directors, or any other persons acting on their behalf pursuant to the Election Laws or other applicable laws, are hereby ratified and confirmed.

8. All acts, orders, and resolutions, or parts thereof, of the Board which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

9. The provisions of this Resolution shall take effect immediately.

PASSED, APPROVED, AND ADOPTED this 10<sup>th</sup> day of January, 2018,  
by the Board of Directors of the South Suburban Park and Recreation District,  
by a vote of 5 for and 0 against.

SOUTH SUBURBAN PARK AND  
RECREATION DISTRICT

By \_\_\_\_\_  
John K. Ostermiller, Chairman

ATTEST:

**SIGNED**

By \_\_\_\_\_  
Pamela M. Eller, Secretary

## **South Suburban Park and Recreation District**

### **RESOLUTION NO. 2018-003**

#### **A RESOLUTION AUTHORIZING THE PURCHASE OF 10 ACRE FEET OF WATER STORAGE FOR THE CHATFIELD ENVIRONMENTAL POOL**

##### **AGREEMENT**

THIS AGREEMENT (“Agreement”) is entered into between South Suburban Park and Recreation District, Arapahoe, Douglas, and Jefferson counties, Colorado (“District”), a political subdivision of the State of Colorado, and THE GREENWAY FOUNDATION (“Greenway”), a Colorado nonprofit corporation doing business at 1855 S. Pearl Street, Suite 40, Denver, CO 80218, jointly the “Parties.”

##### **RECITALS**

WHEREAS, the United States Army Corps of Engineers Omaha District (“Corps”) owns and operates Chatfield Reservoir and Dam. By Contract dated March 1, 1979, the Corps provided storage space to the State of Colorado (“State”) to control and manage the use of water stored in the space including and below elevation 5432 feet.

WHEREAS, by letter of approval and record of decision (“ROD”) dated May 29, 2014, the Corps authorized the reallocation of an additional 20,600 acre feet of storage space, as determined by the volume between elevation 5,432 feet and elevation 5,444 feet, from the exclusive flood control pool to joint use flood control-conservation purposes, including storage for municipal and industrial water supply, agriculture, environmental restoration, and recreation and fishery habitat protection and enhancement (“Reallocation Pool”).

WHEREAS, the Department of the Army and the Colorado Department of Natural Resources (“CDNR”) entered into an agreement dated October 9, 2014 by which CDNR acquired the right to use for water storage purposes the Reallocation Pool storage space referenced above.

WHEREAS, the State and various water providers along the South Platte River Basin (“Water Providers”) negotiated and agreed upon a Fish, Wildlife, and Recreation Mitigation Plan for the Chatfield Reallocation Project, approved by the Colorado Parks and Wildlife Commission on January 9, 2014, pursuant to Section 37-60-122.2, C.R.S., and subsequently approved by the Colorado Water Conservation Board (“CWCB”) on January 28, 2014, defining the mitigation actions required by the State of Colorado in connection with the Chatfield Reallocation Project (“Mitigation Plan”).

WHEREAS, Section 4.2.1.2.4 of the Mitigation Plan calls for the creation of an environmental storage space (“Environmental Pool”) within the Reallocation Pool for the primary purpose of timed releases to alleviate low flow conditions downstream of

Chatfield Reservoir. The Plan proposes that 1,000 acre feet of the Environmental Pool will be acquired by Colorado Parks & Wildlife (“CPW”), and 600 acre feet will be acquired by the CWCB. The Plan states that CPW will have control over water stored within the Environmental Pool and will have the authority to make releases as it deems appropriate.

WHEREAS, CDNR entered into agreements with Water Providers by which the right to store water in the Reallocation Pool, as well as the costs of construction and mitigation associated therewith, are allocated to Water Providers. As relevant here, by agreement effective October 16, 2015, CDNR granted to the CWCB the right to use 7,057 acre feet of storage space in Chatfield Reservoir. Additionally, by agreement effective October 16, 2015, CDNR granted to CPW the right to use 1,000 acre feet of storage space in Chatfield Reservoir.

WHEREAS, the State, Water Providers, and the City and County of Denver acting by and through its Board of Water Commissioners (“Denver Water”), entered into an agreement dated October 15, 2015, by which the parties agreed to collaborate to create the Environmental Pool. The parties agreed that CPW would manage the Environmental Pool in accordance with the terms of the Mitigation Plan and that the Environmental Pool would have a maximum volume of 2,100 acre feet, unless enlarged by the mutual consent of all the parties.

WHEREAS, Greenway is soliciting donations for the Environmental Pool from entities concerned with conservation and restoration of the South Platte River.

WHEREAS, District has been asked by Greenway to contribute \$75,000 (10 acre-feet of water at \$7,500/acre-foot) to the Environmental Pool in order to have water released at strategic times to improve the overall health of the South Platte River.

NOW THEREFORE, in consideration of the promises set forth herein, the Parties agree as follows:

## **Article I – Contribution to Environmental Pool Shares**

### 1. Overview

A. The Parties agree that increasing the capacity of the Environmental Pool will serve to enhance to flow of the South Platte River during low-flow conditions, which will benefit the public and the environment by improving water quality, enhancing habitat for plant and animal species, and facilitating recreation along the river.

B. Currently, only 1,600 of the 2,100 acre feet available storage capacity have been dedicated to the Environmental Pool. Greenway and Denver Water have partnered to obtain commitments to fund the remaining 500 acre feet of available storage space.

C. Specifically, Denver Water has agreed to fund 250 acre feet of storage space for the Environmental Pool so long as Greenway successfully obtains funding for the remaining 250 acre feet.

D. To further the purposes of the Environmental Pool, District has made a one-time pledge to fund ten (10) acre feet of storage capacity for the Environmental Pool at a cost of \$7,500 per acre foot. District will pay \$75,000 to Greenway, which Greenway will subsequently pay to CWCB for the purpose of dedicating 10 acre feet of storage capacity to the Environmental Pool.

E. The \$7,500 per acre foot cost represents the full cost to the District. Future costs related to the Corps' operations, maintenance, and repairs to its facilities are not part of the Districts pledge and will be funded by others.

## 2. Agreement

A. The District agrees to pay to Greenway on or before December 31, 2018, seventy five thousand, DOLLARS AND NO CENTS (\$75,000) ("Contract Amount") in one lump sum to enable Greenway to purchase 10 acre feet of storage capacity in Chatfield Reservoir to the Environmental Pool, in accordance with the Mitigation Plan.

B. Upon receipt of payment from the District, Greenway agrees to pay the Contract Amount to the CWCB on or before December 31, 2018, to dedicate 10 acre feet of storage capacity in Chatfield Reservoir to the Environmental Pool, in accordance with the Mitigation Plan.

C. If Greenway does not perform its obligations as set forth in Section 2(B) above, Greenway will return the Contract Amount to the District within thirty (30) days.

D. If the ROD authorizing the Reallocation Project is overturned pursuant to *Audubon Society of Greater Denver v. United States Army Corps of Engineers*, case no. 1:14-cv-02749-PAB, Greenway shall return the Contract Amount to the District within thirty (30) days after a final judgment is issued.

## **Article II – General Provisions**

1. No Assignment. No right or obligation granted by this Agreement shall be assigned by either party.

2. Waiver. No party shall waive its rights by failing to exercise its rights; any such failure shall not affect the right of the party to exercise at some future time the rights not previously exercised.

3. Venue; Governing Law. Venue for any dispute over any issue resulting from this Agreement shall be in the District Court for Arapahoe County, Colorado. The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado.

4. Term of Agreement. This Agreement will commence on the date executed by the County as indicated on the District's signature page. Although the payment obligations of the Parties shall be completed by December 31, 2018, the provisions of this Agreement shall remain effective without termination.

5. Integration. This Agreement shall be construed and enforced as the fully integrated expression of the Parties' contract with respect to the matters and subjects addressed in this Agreement. No express or implied covenant not specifically set forth shall be deemed to be a part of this Agreement.

6. Effect on Prior Contracts. Except as specifically referenced and altered by this Agreement, any other agreements between the Parties shall remain in full force and effect.

7. Examination of Records. Any authorized agent of the District has the right to access and the right to examine any pertinent books, documents, papers and records of Greenway, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

8. Representatives. The following representatives are designated to accept or give any request, approval, notice or the like provided for by this agreement:

*For the District:*

Rob Hanna, Executive Director  
South Suburban Park and Recreation District  
6631 S. University Blvd.  
Centennial, CO 80121

*For Greenway:*

Executive Director of The Greenway Foundation  
1855 S. Pearl St., Suite 40  
Denver, CO 80210

9. Payment Obligation. The District's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the District's Board of Directors, and encumbered for the purpose of the Agreement. The District does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the County.

10. No Third Party Beneficiary. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the District or Greenway receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

11. No Authority to Bind District to Contracts. Greenway lacks any authority to bind the District on any contractual matters. Final approval of all contractual matters that purport to obligate the District must be executed by the District.

12. Severability. Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the District, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

13. No Discrimination in Employment. In connection with the performance of work under the Agreement, Greenway may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability.

14. Compliance with All Laws. Greenway shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States and the State of Colorado.

15. Legal Authority. Greenway represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Greenway represents and warrants that he or she has been fully authorized by Greenway to execute the Agreement on behalf of Greenway and to validly and legally bind Greenway to all the terms, performances and provisions of the Agreement. The District shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Greenway or the person signing the Agreement to enter into the Agreement.

16. Survival of Certain Provisions. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

17. No Construction Against Drafting Party. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

Resolution # 2018-003  
A Resolution Authorizing the Purchase of 10 Acre Feet of Water Storage  
for the Chatfield Environmental Pool

**PASSED, APPROVED AND ADOPTED** this 10th day of January, 2018

by the South Suburban Board of Directors, on first and final reading

by a vote of 5 for and 0 against.

**South Suburban Park and Recreation District,  
by**

**SIGNED**

\_\_\_\_\_  
John K. Ostermiller, Chairman

ATTEST:

\_\_\_\_\_  
Pamela M. Eller, Secretary

Approved as to form:

Approved as to content:

By: \_\_\_\_\_

\_\_\_\_\_  
Rob Hanna, Executive Director

**The Greenway Foundation, by**

\_\_\_\_\_

Title:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2017, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**South Suburban Park and Recreation District  
Resolution # 2018-004**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
CANTERBURY CONSTRUCTION MANAGEMENT SERVICES, INC.  
FOR THE CONSTRUCTION OF THE STERNE PARK  
RENOVATIONS PHASE I PROJECT**

WHEREAS, the South Suburban Park and Recreation District publicly bid the construction of **Sterne Park Renovations Phase I (“Project”)**; and

WHEREAS, after reviewing the bids, staff recommends that an agreement for the construction of the Project be approved by Canterbury Construction Management Services Inc.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors (“Board”) of the South Suburban Park and Recreation District (“District”) as follows:

1. Approval of Agreement. An Agreement for the Construction of the Project in the form attached hereto as **Exhibit 1** (“Agreement”) is hereby approved to Canterbury Construction Management Services, Inc. The Chairman, any other member of the Board, and any duly authorized District Officer may execute the Agreement on behalf of the District.
2. Encumbrance and Authorization of Payment. To meet the District’s financial obligations under the Agreement, the Board hereby authorizes the expenditure of previously unencumbered, appropriated, and budgeted funds in an amount not to exceed \$288,830.00, unless authorized in writing by the District.

PASSED, APPROVED, AND ADOPTED this 10<sup>th</sup> day of January, 2018

by the Board of Directors of the South Suburban Park and Recreation District,

by a vote of   5   for and   0   against.

South Suburban Park and Recreation District, by

\_\_\_\_\_  
John K. Ostermiller, Chairman

ATTEST:

SIGNED

\_\_\_\_\_  
Pamela M. Eller, Secretary