

**INTERGOVERNMENTAL AGREEMENT FOR THE MAINTENANCE OF ALAMEDA
STREETSCAPE IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT FOR THE MAINTENANCE OF ALAMEDA STREETSCAPE IMPROVEMENTS (the “IGA”) is made and entered into by and between the **CITY OF LAKEWOOD**, a Colorado home rule municipal corporation whose address is 480 South Allison Parkway, Lakewood, Colorado 80226 (the “City”), the **LAKEWOOD REINVESTMENT AUTHORITY**, an urban renewal authority established under the Colorado Urban Renewal Law whose address is 480 South Allison Parkway, Lakewood, Colorado 80226 (the “LRA”), and the **ALAMEDA CORRIDOR BUSINESS IMPROVEMENT DISTRICT**, a business improvement district formed and operating under the Colorado Business Improvement District Act, whose address is 393 S. Harlan St. #210 B, Lakewood, CO 80226 (the “BID”).

WHEREAS, to facilitate place-making and pedestrian access on, and to improve the visual environment of, West Alameda Avenue, the LRA has made and/or is making certain streetscape improvements along the West Alameda Avenue Corridor (the “Alameda Corridor”) including walls and monuments, new landscaping with irrigation, curb and gutter, and sidewalks, as identified below;

WHEREAS, such improvements supplement the numerous other investments the City and the LRA have made, and continue to make, in the neighborhoods along West Alameda Avenue, which will help improve the business environment along the Alameda Corridor;

WHEREAS, the BID has a mission to enhance and beautify the Alameda Corridor from Sheridan Blvd. to Carr Street;

WHEREAS, the parties desire that the aforementioned streetscape improvements continue to be an asset to the community;

WHEREAS, Article XIV, Section XVIII(2)(a), of the State of Colorado Constitution and Title 29, Article 1, Part 2, of the Colorado Revised Statutes (“C.R.S.”), encourage and authorize intergovernmental agreements so that governments may make the most efficient and effective use of their powers and responsibilities;

WHEREAS, the purpose of this IGA is to define the parties’ respective roles and responsibilities in connection with the installation, ownership, maintenance, repair, and replacement of the landscape improvements and hardscape improvements, as more particularly described and itemized on **Exhibit B**, attached hereto and incorporated herein by this reference (each respectively, the “Landscape Improvements” and the “Hardscape Improvements,” and collectively, the “Streetscape Improvements”), as installed by the LRA (the “Alameda Streetscape Project” or the “Project”), at the initial expense of the City and the LRA, along a portion of West Alameda Avenue from Carr Street to Benton Street (the “Project Area”);

WHEREAS, the Project encompasses, and the Streetscape Improvements are located within, the Project area as described and depicted on **Exhibit A**, attached hereto and incorporated herein by this reference (the “Project Area”), which is within an Urban Renewal Area known as the West Alameda Avenue Corridor reinvestment area; and

WHEREAS, the parties have agreed to share responsibility for maintenance of the Streetscape Improvements as described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is expressly acknowledged, the parties hereby agree as follows:

I. EFFECTIVE DATE AND TERM; TERMINATION

EFFECTIVE DATE AND TERM. This IGA shall become effective as of the latest date set forth in the signature blocks below (the "Effective Date"). This agreement terminates December 31, 2023.

- A. BID DISSOLUTION. In the event the BID dissolves or ceases operation for any reason, the BID's obligations hereunder shall terminate, and the City shall be authorized, but shall not be obligated, to assume, assign or contract for the continuance of the BID's obligations set forth herein.

II. PROJECT MAINTENANCE

- A. The BID and the City shall perform or cause to be performed their respective maintenance obligations as identified in **Exhibits A & B and this IGA**, subject to the terms and provisions of this IGA and any active construction contract warranties, which will be retained and administered by the City.
- B. The BID and the City hereby agree to use their best efforts to maintain the Streetscape Improvements for which each has accepted maintenance responsibility hereunder in accordance with the maintenance specifications set forth in **Exhibit C** Alameda Streetscape Project Maintenance Requirements, attached hereto and incorporated herein by this reference (the "Maintenance Requirements").

III. RESPONSIBILITIES OF THE BID

A. MAINTENANCE OBLIGATIONS.

1. The BID is responsible for maintaining Streetscape Improvements, subject to cost-sharing as indicated in Section V below.
2. The BID may bid-out a maintenance contract anytime in 2023, after approval of this IGA by the parties' respective governing bodies and prior to March 15, 2023, in order to be ready for the 2023 spring growing season.
3. The BID will perform or cause to be performed routine cleaning/power washing of the fin walls and the two new monuments identified in **Exhibits A & B**. The City is responsible for repairing/replacing any damage or destruction to the fin walls and the two new monuments.

4. If the BID decides to install banners on City-owned pedestrian and street light poles, the BID may do so at its cost, including the pole attachment, in a manner reasonably acceptable to the City. The BID shall either remove or replace, in the BID's discretion, any such banners that, in the City's determination, are not in good condition.
5. The BID is responsible for the costs of repair or replacement of banners, banner arms, and banner attachments on pedestrian lights.
6. Nothing in this agreement creates an obligation to remove snow. Private landowners are responsible for removing snow adjacent to their property. The City is responsible for snow removal only as required by the Lakewood Municipal Code.

B. IRRIGATION.

1. Upon the BID's assumption of its maintenance responsibilities hereunder, the BID will be obligated to pay one-half (½) the cost of irrigation water for those Landscape Improvements the BID has agreed to maintain pursuant to this IGA, which amount shall be included in the BID's annual maximum financial obligation as described in Section V below.
2. The BID shall perform routine maintenance and repair of portions of the landscape irrigation system, including piping, wiring, heads, valves, backflow prevention devices and controllers, identified on **Exhibit B** at the following locations on/in Alameda:
 - Teller: 1½" – medians and north side, Vance to Pierce
 - Pierce: 1" – south side trees, Lamar to Pierce
 - Harlan: 1" – south side, Lamar to Harlan
 - Depew: 1" – north side, Fenton to Benton
 - Depew: 1" – south side, Fenton to Ames
 - Sheridan: 1" – south side, Ames to Sheridan

C. REPLACEMENT OBLIGATIONS. Notwithstanding any other provision contained herein to the contrary, the BID shall have no obligation to replace any Streetscape Improvements unless necessitated by the BID's sole negligence.

D. OUTSIDE LANDSCAPING EXPERT. The BID may retain an outside landscaping expert during the Term of this IGA. The BID's cost of such expert shall constitute a financial obligation subject to the limitations set forth in Section V below.

E. RESPONSES TO PUBLIC INQUIRIES. The BID will respond to public inquiries regarding maintenance of the Streetscape Improvements the BID is specifically responsible for under the terms of Sections II and III of this IGA. The BID will create a page on its website with information on landscape maintenance for the Alameda Streetscape Project and an email address for submitting inquiries.

IV. CITY AND LRA RESPONSIBILITIES

A. DESIGN AND PAYMENT. The Streetscape Improvements are owned by the City and will be operated, maintained, repaired and replaced as specifically set forth in **Exhibit B** and Sections III and V herein.

B. STREET AND PEDESTRIAN LIGHTING. The City will maintain all street and pedestrian lighting, including replacement of bulbs in lights, repair or replacement of poles as needed, and payment of power costs for lighting. Pursuant to subsection II(a)(V) above, the City is not responsible for costs associated with banners.

C. IRRIGATION.

1. The BID is responsible for irrigation and irrigation maintenance costs, subject to cost-sharing as indicated in this Section (IV)(C)(2) and Section V below.
2. The City shall perform routine maintenance and repair of that portion of the landscape irrigation system, including piping, wiring, heads, valves, backflow prevention devices and controllers, identified on Exhibit B at the following locations on/in Alameda:
 - Allison: 1" – three medians west of Wadsworth
 - Wadsworth: 1" – medians immediately north and south of Alameda on Wadsworth and the northwest corner detention perimeter planting
 - Pierce median: ¾" – medians east of Pierce
 - Fenton median: 1" – medians Harlan to Fenton

D. LANDSCAPE IMPROVEMENTS. The City shall maintain the Landscape Improvements around the Wadsworth/Alameda detention pond and within the pre-existing Wadsworth medians, as well as within the following Alameda Avenue medians:

- From Pierce to Newland
- From Wadsworth west
- From Wadsworth to Vance
- From Harlan to Fenton.

E. STREETS, CURBS AND GUTTERS, WALLS, SIDEWALKS AND STREETLIGHTS. The City shall be responsible for repairing and replacing all Hardscape Improvements, including but not limited to, streets, curbs/gutters, monuments, roadways, median edging, walls, sidewalks, lighting, and underground lighting conduits in the Project Area. The City's maintenance and repair of paved areas shall include periodic inspections and pressure washing as needed, joint sealing and painting. The City shall be responsible for the cost of repair of any damage to the Streetscape Improvements resulting from such maintenance activities by the City.

AUTHORIZATION FOR CITY ACTION. If the Streetscape Improvements are not maintained by the BID as agreed hereunder, and/or if the trash removal is not performed as set

forth hereunder, the City reserves the right, and is hereby authorized by the BID, to cause the necessary repairs, landscape maintenance and/or trash removal (Exhibit C) to occur and to submit any reasonable costs incurred therefor to the standing Executive Director of the BID for reimbursement, subject to the BID's \$65,000 annual expenditure cap as set forth in Section V below. The City will notify the BID prior to conducting any such activities, and the BID will have ten (10) days to respond to the City and address any maintenance issue, except in the case of an emergency. The BID shall reimburse the City, within 30 days of receipt of an invoice therefore, for all such reasonable expenses.

- F. BID CONSULTATION WITH CITY. The City will provide, at no charge to the BID, a staff landscaping liaison the BID may contact as needed for advice on landscaping issues pertaining to the Streetscape Improvements. The landscaping liaison shall be a City employee with experience and knowledge of landscape management and maintenance.
- G. JOINT INSPECTIONS. On a semi-annual basis in the Spring and Fall, BID representatives and the City's landscaping liaison will jointly inspect the Streetscape Improvements and identify landscape maintenance issues to be addressed. The BID and City will create a list of any outstanding issues. The City will provide this service at no charge to the BID.
- H. RESPONSES TO PUBLIC INQUIRIES. The City will place a link to the BID's webpage (described in section III.E. above) on the City's website. The City will respond to public inquiries on maintenance of the Streetscape Improvements the City is specifically responsible for under this section IV.

V. MAXIMUM FINANCIAL OBLIGATIONS: INVOICING

- A. The Parties agree that the BID will manage any maintenance or irrigation projects and the LRA will pay the BID for a portion of any maintenance or irrigation projects.
- B. The Parties agree to share maintenance costs of Streetscape projects, up to \$155,000, as follows:
 - 1. The Parties agree to an unequal share of costs up to \$125,000. The BID agrees to spend at least \$50,000 for maintenance and irrigation costs relating to Streetscape projects. The LRA agrees to spend at least \$75,000 for maintenance and irrigation costs relating to Streetscape projects and shall issue a check in the amount of \$75,000 to the BID upon signing of this contract.
 - 2. In the event the maintenance and irrigation costs herein exceed \$125,000, the BID and the LRA agree to equally share costs up to an additional \$30,000. The BID shall provide documentation demonstrating the total costs of maintenance and irrigation exceeded \$125,000. The BID shall provide additional documentation demonstrating costs up to \$30,000 in excess of the original agreement to pay \$125,000. Once the BID provides documentation showing costs exceeded \$125,000 the LRA will issue a check to the BID in the amount of \$15,000.
- C. In the event maintenance and irrigation expenses for the BID areas exceed a combined total of \$155,000 in a given calendar year, the LRA, at its cost, shall provide for maintenance sufficient to prevent deterioration of the landscaping, including irrigation and general upkeep, for the remainder of that year.
- D. The LRA agrees to pay \$12,500 for snow removal at Streetscape project areas.

VI. NOTICE

All notices required by this IGA, including updating the following contact information, shall be provided in writing as follows:

To the City:
Director
City of Lakewood CR Dept.
480 S. Allison Parkway
Lakewood, CO 80226

To the LRA:
Executive Director
Lakewood Reinvestment Authority
480 S. Allison Parkway
Lakewood, CO 80226

To the BID:
Executive Director
Alameda Corridor Business Improvement District
393 S. Harlan Street #210 B.
Lakewood, CO 80226

VII. LIABILITY AND INSURANCE

- A. LIABILITY. Each party shall be responsible for its own negligence, and neither party assumes any responsibility for the supervision of activities sponsored or conducted by the other.
- B. NOTICE OF CLAIMS. Each party agrees to notify the other of any claims or potential claims of damage or injury that come to its attention in connection with this IGA.
- C. INSURANCE REQUIRED. Each shall procure and maintain insurance policies, equivalent self-insured retentions or a combination of insurance policies and equivalent self-insured retentions with the minimum coverages identified below. All coverages shall be continuously maintained during the term of this IGA. In the case of any claims-made policies, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
1. Workers' Compensation Insurance: statutory limits
 2. General Liability Insurance: minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence. The coverages shall be applicable to all property and operations and include coverage for bodily injury, blanket contractual liability, and products/completed operations.
 3. Comprehensive Automobile Liability Insurance: minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence with respect to each party's vehicles used to perform the obligations set forth hereunder.
- D. EVIDENCE OF INSURANCE. Each party shall cause the other parties to be named as additional insureds under the party's liability and automobile policies required hereunder. Each party shall provide the other parties with a Certificate of Insurance ("COI") or a copy of the COI as evidence that the policies providing the required

coverage are in full force and effect. The COI shall provide that the coverage afforded shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice being given to either party.

- E. GOVERNMENTAL IMMUNITY. Nothing in this IGA shall be construed as a waiver of any notice requirements, defenses, protections, immunities or limitations applicable under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as may be amended from time to time, or to any other defenses, immunities or limitations of liability available to the parties against third parties by law.

VII. GENERAL PROVISIONS

- A. LIMITATION ON APPLICATION OF IGA. The provisions of this IGA are intended to govern the construction, completion, maintenance and replacement responsibilities of the parties hereto with respect to the Streetscape Improvements and shall not be construed to prohibit, limit, or waive other agreements between the parties currently existing or entered into in the future.
- B. ANNUAL APPROPRIATION. Notwithstanding any other provision of this IGA to the contrary, the City, the LRA and the BID agree that the financial obligations of each hereunder are subject to and contingent upon annual appropriation. This IGA is not intended to create a multi-fiscal-year direct or indirect debt or financial obligation of any party hereto. In the event a party fails to appropriate sufficient funds to discharge its obligations hereunder or if such funds become unavailable for any reason, such party's funding obligations under this IGA shall terminate. Nothing contained in this IGA shall be deemed to constitute a pledge of credit or a payment guarantee by a party. Notwithstanding anything herein to the contrary, the BID and the City agree to make a good faith effort to annually budget and appropriate sufficient funds to provide for their respective obligations hereunder.
- C. INDEPENDENT CONTRACTOR RELATIONSHIP – NO PARTNERSHIP OR AGENCY. Notwithstanding any language in this IGA or any representation or warranty to the contrary, the relationship between the BID, the LRA and the City shall be as independent contractors, and neither BID, the LRA nor the City, or their respective contractors, agents or employees, shall be deemed or constitute employees, servants, agents, partners or joint ventures of the other. No parties, including their employees, contractors and agents, are entitled to workers' compensation benefits from any other party.
- D. INTEGRATED AGREEMENT; AMENDMENT. This IGA contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties approved and executed in the same manner as this IGA.
- E. NO WAIVER. The waiver by a party of any breach of a term, provision or requirement of this IGA shall not be construed or deemed as a waiver or continuing waiver of any subsequent breach of such term, provision or requirement or of any other term, provision or requirement of this IGA.
- F. NO ASSIGNMENT. No party shall assign this IGA without the other parties' prior written consent.
- G. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the parties. It is the express intention of the parties that any person other than the BID, the LRA and the City shall be deemed to be only an incidental beneficiary under this IGA.

- H. SEVERABILITY. In the event a court of competent jurisdiction holds any provision of this IGA invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this IGA.
- I. HEADINGS. Section headings used in this IGA are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this IGA.
- J. COUNTERPARTS; ELECTRONIC DISPOSITION. This IGA may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties acknowledge and agree that the original of this IGA, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this IGA, may be used for any purpose as if it were the original, including proof of the content of the original writing.
- K. AUTHORITY. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this IGA on behalf of the parties and to bind the parties to its terms.
- L. FURTHER ASSURANCES. From time to time, upon the request of any party, the other party or parties agree to make, execute and deliver or cause to be made, executed and delivered to the requesting party any and all further instruments, certificates, and documents consistent with the provisions of this IGA as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete, or perfect the rights of such party under this IGA; provided however, that such requesting party is in full compliance with the provisions of this IGA and has tendered or offered to tender any reciprocal instruments, certificates, and documents to which the other party or parties are entitled under this IGA.

[Remainder of page intentionally blank - signatures follow]

IN WITNESS WHEREOF, the parties have executed this IGA as of the latest date set forth below.

CITY OF LAKEWOOD

Kathleen E. Hodgson, City Manager

ATTEST:

Jay Robb, City Clerk Attestation Date Approved as to form:

John VanLandschoot, Sr. Asst. City Attorney

LAKEWOOD REINVESTMENT AUTHORITY

Robert Smith, Executive Director

ATTEST:



Jay Robb, LRA Clerk Attestation Date Approved as to form:


John Vanlandschoot, Asst. General Counsel





**ALAMEDA CORRIDOR BUSINESS
IMPROVEMENT DISTRICT**

Tom Quinn, Executive Director

EXHIBIT A
ALAMEDA AVENUE STREETScape RIGHT-OF-WAY
MAINTENANCE RESPONSIBILITIES -2021

 City Monument
 Right-of-Way

 N

Maintenance Entities	
	Alameda BID
	Belmar
	Privately Maintained
	City of Lakewood

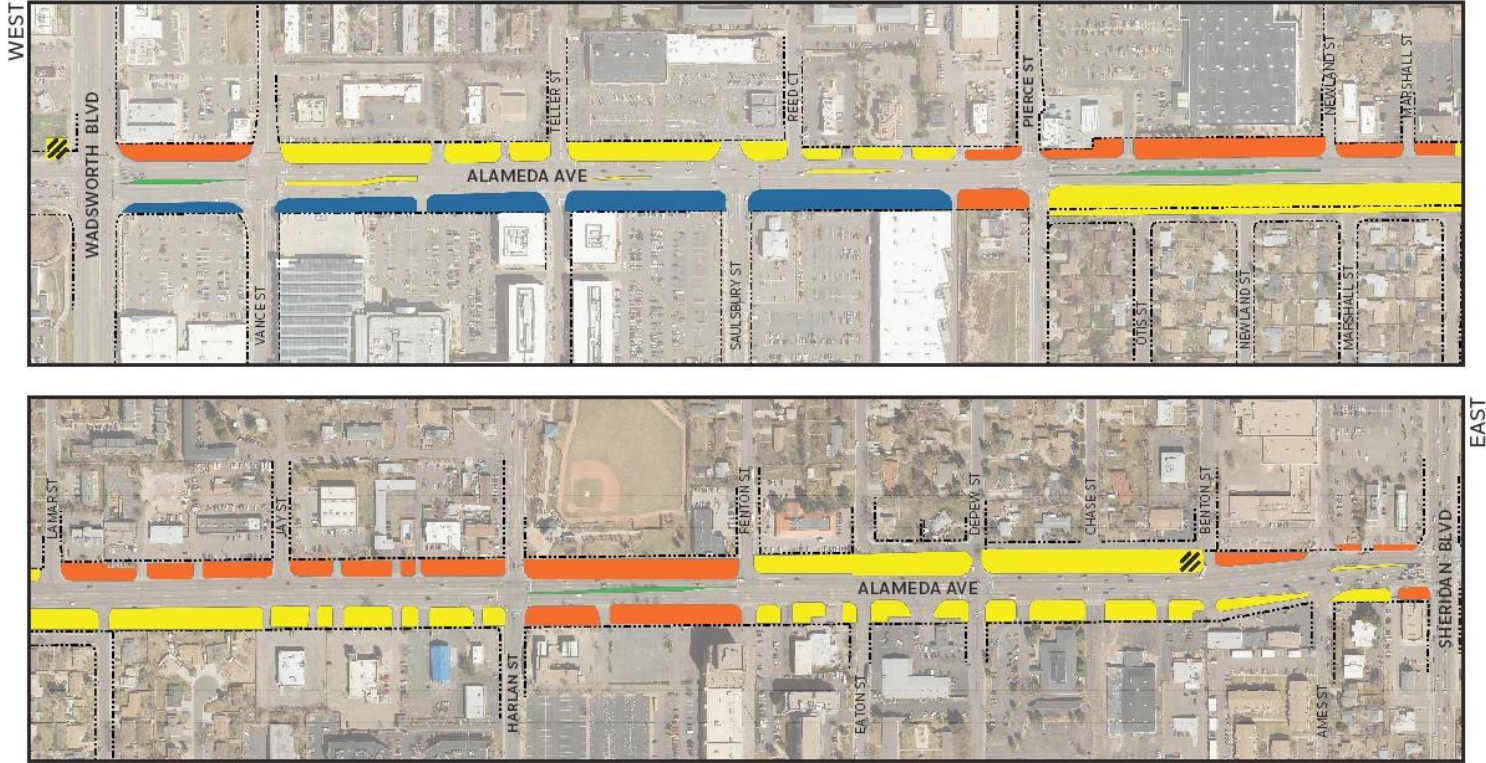


EXHIBIT B				
Maintenance and Responsibilities				
Alameda Location	Road Side	Description	BID Responsibility	City Responsibility
Carr to Wadsworth	Center	Maintain landscape on sides and medians		X
NW Corner Wadsworth/Alameda	N	Clean and maintain monument including lighting	X	
NW Corner Wadsworth/Alameda	N	Maintain detention pond area landscape, irrigation, trash		X
Vance to Pierce	N	Maintain landscape, irrigation, trash (See Exhibit C)	X	
Vance to Pierce	N, Center	Clean and maintain fin walls	X	
Vance to Pierce	Center	Maintain landscape, irrigation, trash (See Exhibit C)	X	
Pierce to Harlan	S	Maintain landscape, irrigation, trash (See Exhibit C)	X	
NW Corner Lamar	N	Maintain landscape, trash (See Exhibit C)	X	
Pierce to Newland	Center	Maintain landscaping, irrigation, trash		X
Harlan to Fenton	Center	Maintain landscape, irrigation, trash		X
Fenton to Benton	N	Maintain landscape, irrigation, trash (See Exhibit C)	X	
Fenton to Sheridan	S	Maintain landscape, irrigation, trash (See Exhibit C)	X	
NW Corner Benton	N	Clean and maintain monument sign including lighting	X	
Water Usage Payment	N, S	Make payment to Consolidated Mutual for utility water bills as indicated in IGA	X	
Backflow Device Testing	N,S	Annually test backflow devices as indicated in IGA	X	
Vance to Sheridan Lighting	N, S	Maintain City owned pedestrian lights and street lighting including electric payment of utility bills		X
Banners	N, S	Install and maintain banners on City owned street light poles	X	

Exhibit C
Alameda Streetscape Maintenance Requirements

1. Tree and Plant Maintenance

- a. Watering: As needed, maintain large enough water basins around plants so that enough water can be applied to establish moisture throughout the entire root zone. When hand watering, use a water wand to break the water force. Utilize mulches to reduce evaporation and watering frequency. Responsible for all winter water requirements.
- b. Pruning: Continuously prune all deadwood and damaged branches. If pruning results in the loss of the plant's typical shape that, in the opinion of the BID, deems it unsightly or unacceptable, replace the tree or plant with a new plant of like kind and size.
- c. Stakes and guys: Inspect regularly to prevent girdling of trunks or branches and to prevent rubbing which might cause bark wounds. Remove and replace damaged stakes and guys. Remove all stake and guying material in the spring after the one-year anniversary date of the installation of the tree. If a tree requires additional time being staked or guyed, maintain stakes and guys until such time deemed necessary.
- d. Weed control: Maintain tree and shrub basins free of weeds and grasses on a weekly basis using a pre-approved herbicide. Frequent soil cultivation that might destroy shallow roots is not permitted. Apply approved pre-emergent herbicide to shrub beds in the spring. Use of mulches to prevent seed germination is permitted.
- e. Insects and disease control: Control insects and disease as necessary to prevent damage to the health or appearance of plants and trees. Use only approved materials and methods.
- f. Fertilization: Fertilize trees and shrubs by application of an approved water-soluble fertilizer. Fertilize trees and shrubs at both the following times when they occur during the maintenance period.
 - Early April
 - Mid-August
- g. Replacement of planted materials: Remove dead and dying plants and replace with plant of same species of original plant. All replacement plantings shall be warranted for one (1) year.
- h. Tree protection: Remove and/or apply tree wrap starting wrap from the bottom up. Wrap all deciduous trees. Apply wrap annually for the first four (4) years, or until bark matures to adequately protect the tree from winter sunscald.
- i. Tape wrap securely in at least two places with a flexible vinyl tape (electrical tape is acceptable). Do not apply tape too tight.
- j. Apply wrap to overlap 1 ½ " from ground line up to the lowest branch. Wrap trunks in late fall (approximately November 15).
- k. Remove tree wrap the beginning of the growing season (approximately April 15).

- I. Trees and shrubs must be watered once ~~of~~ a month during the winter months beginning after the irrigation system has been deactivated for the winter unless ground is oversaturated with moisture or frozen.

2. Turf Grass Maintenance

- a. Aeration must occur one time per calendar year in early spring.
- b. Mowing and edging: Pick up trash before each mowing. Remove clippings from walks and streets. Trimming up of lower branches of trees and shrubs for ease of maintenance is not permitted. Mow all turf to a minimum of two and one-half inches in height. Mow at least every 7 days during the spring and fall seasons, and as needed at other times. Trim edges of curbs and walks at least once a month or as needed for neat appearance.
- c. Irrigation: Water turf grass at such frequency as weather conditions require to replenish soil moisture below the root zone. Watering shall only be done between the hours of 10 p.m. and 6 a.m. Normal watering may entail as much as 2" of water per week. However, compliance with Denver Water irrigation requirements is required. Modify irrigation volumes/times in concurrence with established ET rates.
- d. Maintenance irrigation for turf grasses:
 - Water turf grass in accordance with requirements established by Denver Water.
 - Monitor and adjust watering schedule as required to promote strong and deep roots capable of tolerating prolonged drought conditions.
 - Irrigation to begin as soon as weather allows in the spring to prevent desiccation and stress of turf.
 - Run irrigation as late into the fall as weather allows to prevent damage overwinter.
 - Maintain irrigation system to provide adequate water to all turf grass areas. Repair sprinkler heads as needed.
- e. Fertilization and weed control: Apply the following fertilizers and weed control according to the schedule listed when they occur during the maintenance period.

<u>Fertilizer</u>	<u>Fertilizer Ratio</u>	<u>Rate</u>
Mid-April	Pre-emergent herbicide (Balan, Dachtal or others as pre-approved)	Apply only after second growing season as per manufacturer's recommendation
Spring	Feed organics Methylene urea 23-0-4	1.5 lb. per 1000 square feet
Early June	4-1-3 with 50% slow-release nitrogen	1 lb. Nitrogen per 1000 square feet
Late July	4-1-3 with 50% slow-release nitrogen	1 lb. Nitrogen per 1000 square feet
Early October	Ammonium nitrate or ammonium sulfate	2 lb. Nitrogen per 1000 square feet
Fall	Feed organics Methylene urea 23-0-4	1 lb. per 1000 square feet

3. Native Grass Maintenance

a. Pre-Establishment for Reseeded Areas

- Apply a post-emergent herbicide immediately after demolition on ensure eradication of existing weeds prior to distributing native seed.
- Apply a post emergent herbicide three weeks following the first application if weeds issues persist. However, allow for 2 weeks prior to fine grading and seeding.

b. Establishment for Reseeded Areas

- Over-seed native grass areas at least once during the growing season. Re-seed at half the initial seeding rate by broadcasting and scratching in seed with same species as the original planting or other variety.
- Do not apply additional fertilizer in native grass areas. Additional fertilizer will be considered in future growing seasons if needed.

c. Weed Control

- Identify and spot spray and/or hand pull all weeds in grass area after native grass is tall enough to safely walk on.
- Hand weed and spot spray each planting area once per week to maintain a managed visual character.
- Remove all grass and broadleaf weeds that are not a part of the desired plant varieties.

d. Mowing. Mow and maintain all native grass areas to 6"-8" height. Ornamental grasses intended to be taller may remain until annual cutbacks are needed for proper regeneration. Mow once in early spring after seed set. If a flush of weeds appears, continue careful spot spraying and hand pulling of weeds. It is important to mow or remove the weeds prior to setting seed. Fall mowing is not necessary unless for reasons in visually sensitive areas where it becomes unsightly. Otherwise, an established stand of native grass that remains thru the winter is the desired aesthetic for the corridor. Ground trash shall be picked up and removed at each mowing.

- Compliance with Denver Water irrigation requirements is required. A water budget based on vegetation typology as determined by Denver Water and annual water budget will be provided. Modify irrigation volumes/times in concurrence with established ET rates.
- Watering shall only be done between the hours of 10 p.m. and 6 a.m.
- Irrigation schedule: The following schedule is intended to serve as a guideline. The schedule implemented on-site will require some adjustment in response to temperature, wind, natural precipitation and other weather conditions, orientation and exposure of each specific zone. Program the irrigation controller including schedule, cycles, amount of water, etc. Maintain the health of the plant material.

1) Normal Irrigation. Comply with Denver Water guidelines.

- 2) Maintenance Irrigation for Native Grasses:
 - i. Water native grasses in accordance of with the current drought watering restrictions enforced by the Consolidated Mutual Water Company. Monitor and adjust watering as necessary to promote strong and deep roots capable of tolerating prolong drought conditions.
 - ii. Spring and Fall: Apply minimal water total of 1" per month in two applications.
 - iii. Summer: Monitor and apply total of 1" to 1.5" precipitation per month applied over three applications.

4. Irrigation Maintenance

- a. Reviews and repairs: Monitor all systems for water usage for proper operation after each mowing session.
- b. Controller programming: Irrigation management is critical for all grass seed mixes.
 - Maintain and repair the irrigation controllers to ensure the systems function properly.
 - Take extra care to balance the requirements of trees, shrubs and lawns that are in the same vicinity. Adjust watering timing and rates frequently to insure the health of each type of plant material. Adjust sprinkler nozzle settings and sizes to refine application rates in specific areas, as necessary.
- c. Winterization: Drain the system in preparation for the winter. Remove all water from the system using compressed air.
- d. Spring start-up: Start up the irrigation system in the spring. Activate the system and demonstrate that it is in full working order.
- e. Backflow Devices: Each spring, have a certified ASSE or ABPA Backflow Tester test each backflow prevention assembly. Test results must be submitted by the backflow tester or testing company through the CMWC online portal (cmwc.tokaytest.com). See Attachment A for additional information.

5. Pesticide Application

- a. All pesticide application shall be performed by a state licensed applicator in the appropriate category for the application
- b. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations.
- c. Pre-Emergent Herbicides (Selective and Non-Selective): Apply to tree, shrub, and ground-cover areas in accordance with manufacturer's written recommendations. Do not apply to seeded areas.

- d. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

6. Traffic Control and Lane Closures

During maintenance: If traffic control and/or lane closures are required, submit traffic control plans to the City of Lakewood Transportation Engineering Division for approval prior to work beginning.

7. Clean-up and Protection

- a. During landscape maintenance operations: All areas shall be clean at the end of each workday. Sidewalks and other paved areas shall be swept down as needed. Keep pavements clean and work area in an orderly condition.
- b. Fall and Spring clean-up of the entire area is required.

