

INTERGOVERNMENTAL AGREEMENT FOR THE REMEDIATION OF BLIGHT CONDITIONS IN THE WEST ALAMEDA AVENUE CORRIDOR

THIS INTERGOVERNMENTAL AGREEMENT FOR THE REMEDIATION OF BLIGHT CONDITIONS IN THE WEST ALAMEDA AVENUE CORRIDOR (the "Agreement") is made and entered into by and between 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, in 1998 the Lakewood Reinvestment Authority created an Urban Renewal Area ("URA") pursuant to C.R.S. §§ 31-25-101 et seq., incorporating various properties within a border defined as the West Alameda Avenue Corridor Reinvestment Area (the "Alameda Corridor"), with such boundaries further defined by Attachment A (West Alameda Corridor Map) which is incorporated herein;

WHEREAS, the purpose of urban renewal law is to empower local governments to dedicate a portion of tax revenue to elimination, mitigation, and prevention of conditions of blight, as defined by C.R.S. § 31-25-103, C.R.S.;

WHEREAS, the BID was created by the Lakewood City Council in 2003 and engages in activities to promote economic development, street improvements, and corridor safety within the West Alameda Corridor;

WHEREAS, the parties desire to cooperate to accomplish mutual goals consistent with the elimination, mitigation, and prevention of conditions of blight in the Alameda Corridor;

WHEREAS, Article XIV, Section XVIII(2)(a), of the State of Colorado Constitution, Title 29, Article 1, Part 2, and Title 31, Article 25, Part 1 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 funds to best address their shared responsibilities;

WHEREAS, the purpose of this Agreement is to establish a cooperative relationship pursuant to § 31-25-112(1)(d), C.R.S., to remediate conditions of blight in the Corridor and such activities shall be administered or undertaken by the BID;

WHEREAS, the Agreement authorizes the BID to administer or undertake any action consistent its statutory authority and its then current Operating Plan and Budget, the Urban Renewal Project authorized by § 31-25-103(10), C.R.S. and the West Alameda Avenue Corridor Urban Redevelopment Plan (as originally approved in April 1998 via Lakewood Resolution 1998-49 as amended in September 2000 via Lakewood Resolution 2000-82).

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

- A. EFFECTIVE DATE AND TERM. This Agreement shall become effective as of the latest date set forth in the signature blocks below (the “Effective Date”). This agreement shall remain in effect until funds transferred pursuant to this Agreement have been fully spent on actions consistent with the conditions of this Agreement.
- B. BID DISSOLUTION. In the event the BID dissolves or ceases operation for any reason, the BID’s obligations hereunder shall terminate, and any unspent funds transferred to the BID pursuant to this Agreement shall be returned to the Authority within 30 days of the BID’s dissolution.

II. DEFINITIONS

Unless a term is specifically stated herein the terms and conditions applicable to this Agreement shall be construed to harmonize this agreement with the Urban Renewal Law (Title 31, Article 25, Part 1 of the C.R.S.) and may be supplemented by definitions stated in Black’s Law Dictionary.

“Alameda Corridor” shall mean the areas defined in the West Alameda Corridor Redevelopment, outlined in Attachment A, and shall be strictly construed to limit activities of the BID funded by this Agreement to such activities taking place within the physical boundaries of West Alameda Avenue Corridor Urban Redevelopment Plan.

“Authority” shall mean the Lakewood Reinvestment Authority and shall not be construed to constitute the City or any of its departments or any employee thereof.

“Conditions of blight” shall be reasonably construed consistent with the definition of “Blighted area” stated in § 31-25-103(2), C.R.S. and the factors listed in sections (2)(a) through (2)(k.5) therein.

“Remediation of blight”, “remediate blight”, or “remediating blight” shall mean any activity, project, or undertaking authorized by Urban Renewal Law to address conditions of blight and shall include administrative tasks reasonably necessary to form agreements, monitor progress, and ensure the completion of physical activities in furtherance of eliminating, mitigating, or preventing conditions of blight; provided, however, none of the above referenced terms shall be construed to include any activity that is beyond the power and authority of the BID.

III. BID RESPONSIBILITIES

The BID shall assume responsibility for two separate matters, as set forth in this Agreement: (1) maintenance of Alameda StreetScape improvements; and (2) remediation of blight within the Alameda Corridor.

A. MAINTENANCE.

1. The BID assumes responsibility for maintenance of the Alameda StreetScape improvements for the year 2024. The BID shall be responsible for maintenance of StreetScape areas, as set forth in this Agreement.
2. The BID may bid-out a maintenance contract anytime in 2024, after approval of this Agreement by the parties’ respective governing bodies and prior to March 15, 2024, to be ready for the 2024 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 Attachments B (Maintenance Map) & C (Maintenance Chart). This Agreement shall not be construed to create nor does the BID have an obligation to replace fin walls. The BID shall cooperate with the City of Lakewood to determine the manner that fin wall replacement shall occur.
4. The BID is responsible for the costs of repair or replacement of banners, banner arms, and banner attachments on pedestrian lights.
5. The BID shall remove snow from StreetScape project areas in the year 2024. Private landowners are responsible for removing snow adjacent to their property.

B. MAINTENANCE: IRRIGATION.

1. Upon the BID's assumption of its maintenance responsibilities hereunder, the BID will be obligated to pay the cost of irrigation water for those Landscape Improvements the BID has agreed to maintain pursuant to this Agreement.
 - a. 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 Attachment D at the following locations on/in Alameda:
 - i. Teller: 1½" – medians and north side, Vance to Pierce
 - ii. Pierce: 1" – south side trees, Lamar to Pierce
 - iii. Harlan: 1" – south side, Lamar to Harlan
 - iv. Depew: 1" – north side, Fenton to Benton
 - v. Depew: 1" – south side, Fenton to Ames
 - vi. 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. From funds provided by the LRA, the BID may retain an outside landscaping expert during the Term of this Agreement. The BID's cost of such expert shall be a cost incurred by the BID and neither the Authority nor the City of Lakewood shall be responsible for such costs.

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 this Agreement. 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.

F. REMEDICATION OF BLIGHT.

Subject to Paragraphs 8 and 9 below, and the receipt of the funds described herein from the LRA, the BID shall:

1. The BID shall devote funds received pursuant to Section IV(B) of this agreement to remediation of blight in the Alameda Corridor and may fund existing programs like the ACBID Grant Program or create new programs to address conditions of blight.
2. Neither the Authority nor the City of Lakewood, including any departments or employees thereof, shall incur any responsibility for conduct of the BID in carrying-out activities pursuant to this agreement.
3. To the extent determined appropriate by the BID's Board in the reasonable exercise of its discretion, the BID shall establish and maintain procedures for soliciting private involvement in activities for the purpose of remediating blight. Such procedures shall be designed and maintained to reasonably comply with any requirements of a public entity or existing law, as such requirements may be modified by future legislation or case precedent.
4. The BID shall make reasonable efforts to remediate blight within the Alameda Corridor.
5. If the BID engages in projects that create a permanent public improvement the BID is responsible for the costs of maintenance, repair, or replacement of such improvements unless the City of Lakewood or the Authority expressly agree to assume responsibility for such maintenance, repair, or replacement.
6. Funds received by the BID for the purposes set forth within this section shall be placed in an account separate from other BID funds to ensure that all funds received from the Authority are spent on activities and reasonable administrative costs related to the remediation of blight.
7. The BID shall be responsible for maintaining complete and accurate records of the activities taken to remediate blight. At least once per year during the term of this agreement, on or around December 31, the BID shall provide the Authority with a copy of records kept pursuant to this Agreement demonstrating the BID's use of funds received to remediate blight in the Alameda Corridor.
8. Notwithstanding any other provision contained in this Agreement to the contrary the BID's obligation to remediate blight shall be only to the extent of the BID's powers, purposes, and authority as set forth in Section 31-25-1201 CRS *et. seq.* and the BID's Annual Operating Plan and Budget as approved by the City of Lakewood. The LRA is aware of the BID's powers and authority and hereby represents and agrees that this Agreement does not obligate or commit the BID to perform any act or to spend funds in any way that would be in excess of the BID's authority under the Business Improvement District Act or the BID's Operating Plan and Budget.

9. Each year once funds received from the LRA have been spent the BID shall have no further obligations under this Agreement until additional funds are received from the LRA.

IV. LRA RESPONSIBILITIES

- A. FINANCIAL OBLIGATIONS: STREETSCAPE MAINTENANCE. The Parties agree that the BID will manage the maintenance or irrigation needs relating to StreetScape projects and the LRA will pay the BID for such maintenance or irrigation projects occurring in the year 2024.
 1. The LRA will pay the BID \$160,000 (one hundred sixty thousand dollars) for maintenance and similar costs relating to StreetScape areas referenced in Section III of this Agreement for the year 2024. Expenditure of such funds must be reasonably related to the BID's responsibilities in Section II.
 2. The LRA agrees to pay \$20,000 (twenty thousand dollars) for snow removal at Streetscape project areas.
- B. FINANCIAL OBLIGATIONS: BLIGHT REMEDIATION. The Parties agree that the BID shall receive a one-time transfer of funds from the LRA for the sole purpose of remediating blight within the Alameda Corridor.
 1. The LRA shall provide the BID with \$300,000 (three-hundred thousand dollars) to fund the BID's obligations to remediate blight as described herein.
 2. The LRA shall transfer funds associated with blight remediation within 30 days of the date that all Parties have signed this Agreement.
- C. NO ASSUMPTION OF RISK OR INDEMNIFICATION. The BID shall assume any and all risk associated with the BID's obligations pursuant to this Agreement. In no event shall the LRA be financially responsible or legally liable for any disputes arising from the BID's business activities or other interactions with third parties pursuant to the BID's efforts to remediate blight or maintain StreetScape projects within the Alameda Corridor.

V. NOTICE

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

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

VI. 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 Agreement.
- C. INSURANCE REQUIRED. All entities carrying out any streetscape or blight remediation responsibilities in conformance with the provisions of this Agreement 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 Agreement. 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. required to obtain insurance under this Agreement 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 Agreement 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 AGREEMENT. The provisions of this Agreement are intended to govern remediation of blight and 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. CONTINGENT APPROPRIATION. Notwithstanding any other provision of this Agreement to the contrary the LRA and the BID agree that the financial obligations of each hereunder are subject to and contingent upon a one-time approval by the LRA Board. In the event a party, for any reason or no reason, 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 Agreement shall terminate. Nothing contained in this Agreement shall be deemed to constitute a pledge of credit or a payment guarantee by a party.

- C. RELATIONSHIP TO THIRD-PARTIES. Independent Contractor Relationship – No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the relationship between the BID and the LRA shall be as independent contractors, and neither the BID, the LRA nor the City of Lakewood, 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 Agreement 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 Agreement.
- E. NO WAIVER. The waiver by a party of any breach of a term, provision or requirement of this Agreement 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 Agreement.
- F. NO ASSIGNMENT. No party shall assign this Agreement 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 Agreement 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 and the LRA shall be deemed to be only an incidental beneficiary under this Agreement.
- H. SEVERABILITY. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- I. HEADINGS. Section headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
- J. COUNTERPARTS: ELECTRONIC DISPOSITION. This Agreement 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 Agreement, 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 Agreement, 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 Agreement 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 Agreement 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 Agreement; provided however, that such requesting party is in full compliance with the provisions of this Agreement and has tendered or offered to tender any reciprocal instruments, certificates, and documents to which the other party or parties are entitled under this Agreement.

[Remainder of page intentionally blank - signatures follow]

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

LAKWOOD REINVESTMENT AUTHORITY

Robert Smith, Director of
The Lakewood Renewal Authority

John VanLandschoot, Assistant General Counsel

ATTEST:

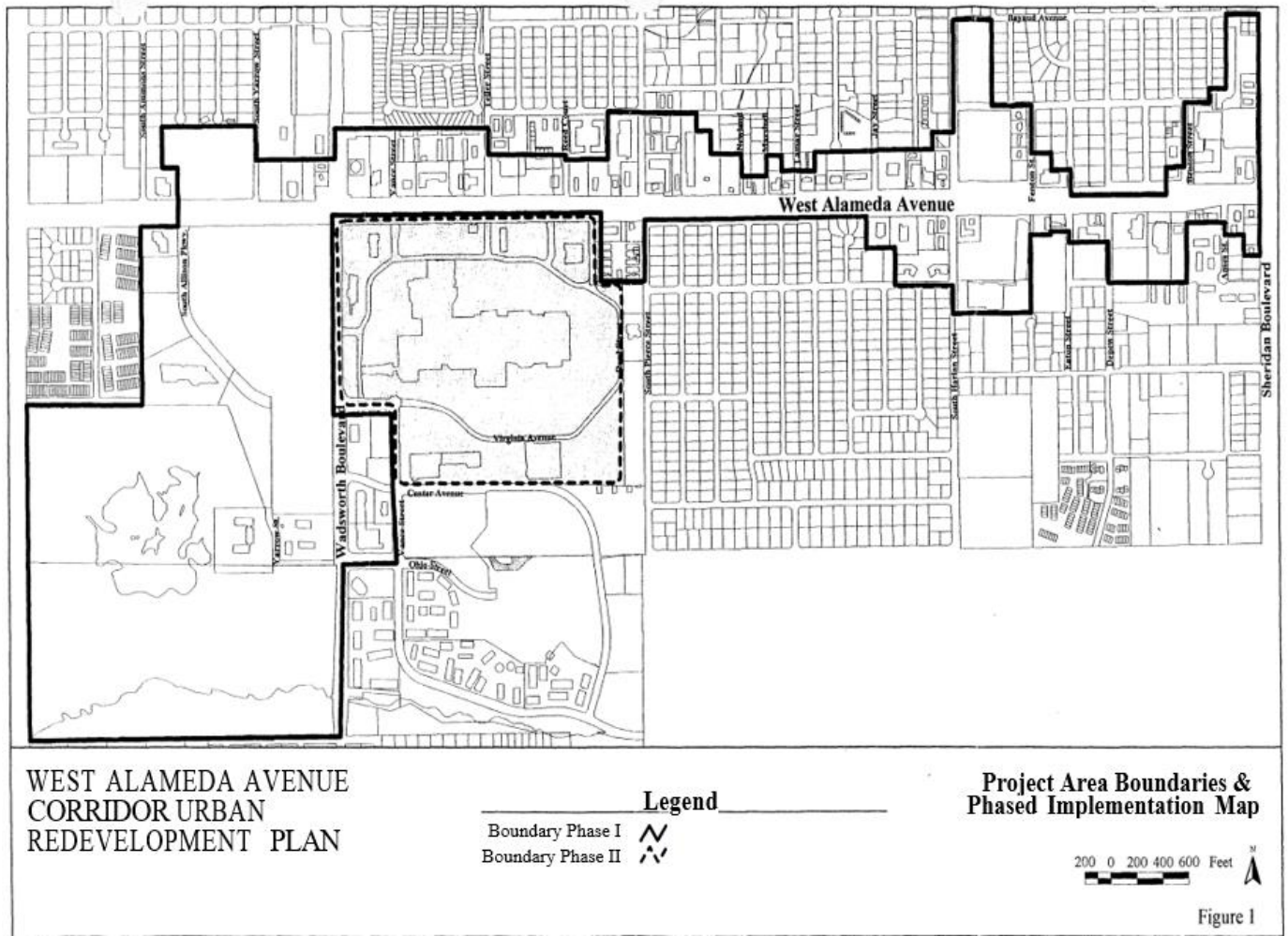
Jay Robb, LRA Clerk Attestation

Date Approved as to form:

**ALAMEDA CORRIDOR BUSINESS
IMPROVEMENT DISTRICT**

Tom Quinn, Executive Director

Attachment A – West Alameda Corridor Map



An interactive version of this map is available at:

<https://www.lakewood.org/Business/Reinvestment-Authority/LRA-Reinvestment-Areas#section-2>

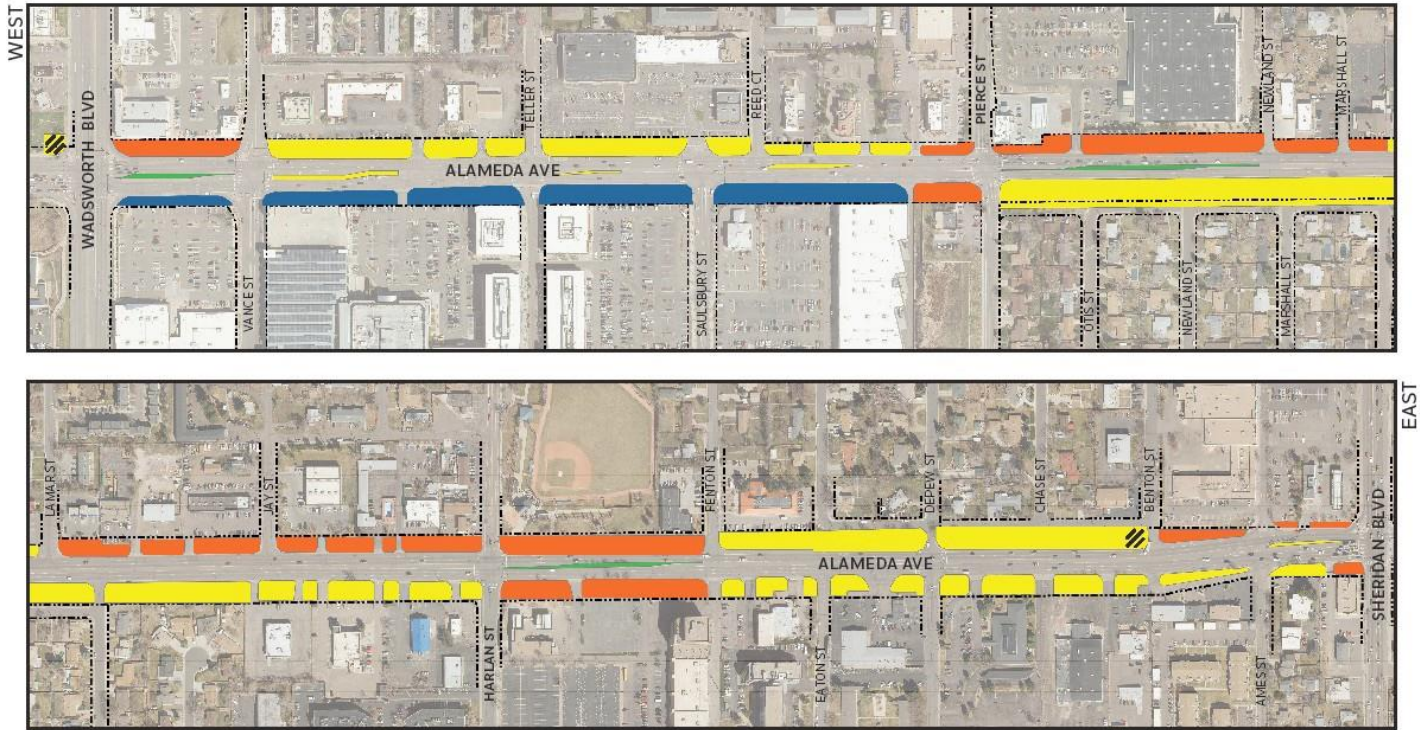
Attachment B

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

City Monument
Right-of-Way

N

Maintenance Entities	
Yellow	Alameda BID
Blue	Belmar
Orange	Privately Maintained
Green	City of Lakewood



Attachment C – Maintenance Chart

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	

Attachment D
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.

Fertilizer	Fertilizer Ratio	Rate
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.

Irrigation

- 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.