INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LITTLETON AND SOUTH SUBURBAN PARK AND RECREATION DISTRICT REGARDING CONSTRUCTION AND MAINTENANCE OF THE LEE GULCH TRAIL AT BROADWAY PEDESTRIAN UNDERPASS

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into this ___ day of _____, 2025, by and between CITY OF LITTLETON, a home rule municipality of the State of Colorado ("Littleton"), and SOUTH SUBURBAN PARK AND RECREATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("SSPRD"). LITTLETON and SSPRD are individually referred to herein as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Parties are authorized by § 29-1-203, C.R.S. as amended, to enter into contracts or agreements for the sharing of costs for any function, service, or facility authorized to each of the cooperating or contracting parties; and

WHEREAS, § 29-1-203, C.R.S. as amended, clearly articulates and affirmatively expresses a state policy that authorizes political subdivisions of the State of Colorado to cooperate and contract to make the most efficient and effective use of their respective resources; and

WHEREAS, in accordance with the intergovernmental agreement in <u>Exhibit A</u> ("Arapahoe County Funding Agreement"), Littleton received Open Space and Trail Development funds from Arapahoe County to construct infrastructure improvements for the Lee Gulch Trail Pedestrian Underpass ("Project"); and

WHEREAS, the Project will improve safety for trail users by constructing a concrete box culvert pedestrian underpass for the Lee Gulch Trail at Broadway, a pedestrian bridge over Lee Gulch, trail realignment, lighting, and other associated elements ("Improvements"); and

WHEREAS, Littleton is the lead agency on the Project and will be responsible for its completion including producing the reports necessary to meet Arapahoe County grant requirements; and

WHEREAS, Littleton is required to fund a 50% Local Match ("Local Match") in accordance with the Arapahoe County Funding Agreement; and

WHEREAS, SSPRD has agreed to provide 50% of the Local Match not to exceed \$1,054,040 in funding towards the local match for the construction of the Project ("SSPRD Share"); and

WHEREAS, SSPRD will own and maintain certain Improvements constructed as part of the Project; and

WHEREAS, the Parties desire to enter into this Agreement to provide for Littleton to complete the work on the Project, for SSPRD to remit to Littleton for the SSPRD Share and to identify construction and maintenance responsibilities of the Parties.

- **NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, which the Parties agree is sufficient, it is hereby agreed that:
- 1. <u>Purpose</u>. The purpose of this IGA is to identify each Parties' obligations to participate in the Project relative to cost sharing, construction, ownership and maintenance of the Improvements.
- **2.** <u>Term.</u> This IGA shall be effective on the date of execution by both Parties, ("Effective Date") and construction responsibilities shall terminate no later than two years from the Effective Date and maintenance responsibilities shall run in perpetuity or terminate on a date prior as agreed to by the Parties.

3. Project Representatives.

- (a) <u>Littleton Representative</u>. Littleton hereby designates Sarah White (<u>swhite@littletonco.gov</u>) 303.795.3826 as the Littleton Representative to coordinate all communication with SSPRD related to the Project and issues arising under this IGA.
- (b) <u>SSPRD Representative</u>. SSPRD hereby designates Melissa Reese-Thacker (MelissaR@ssprd.org) 303.483.7023 as SSPRD Representative to coordinate all communication with Littleton related to the Project and issues arising under this IGA.
- **4.** <u>Littleton Obligations</u>. Littleton will be responsible for the following in participating in the Project:
 - (a) It is mutually agreed between the parties that Littleton shall be responsible for management of the Project through direction to Littleton's contractor. It is further agreed that the SSPRD Representative will work through the Littleton Representative to provide direction or comments related to the Project to Littleton's contractor.
 - (b) Acquiring Improvements using appropriate and approved procurement processes to comply with the Arapahoe County Funding Agreement.
 - (c) Establishing and managing all funding for the Project.
 - (d) Establishing and maintaining a method of prompt and efficient communication concerning the Project with the SSPRD Representative.
 - (e) The Littleton Representative shall coordinate with SSPRD regarding the construction schedule associated with the Project and will provide updates to SSPRD concerning updates to such construction schedule. The SSPRD Representative will be invited to all preconstruction meetings and coordination meetings with Littleton's contractor.

- (f) Providing all necessary or desirable expertise and experience (e.g. but not limited to legal, contract administration, engineering, financial) to manage the performance of Littleton's contractor.
- (g) Accepting ownership and maintenance responsibility for the concrete box culvert pedestrian underpass and wing walls constructed as part of the Project, including all structural components, except the SSPRD maintenance responsibilities defined in Section 5(e) of this IGA.
- **5. SSPRD Obligations.** SSPRD will be responsible for the following in participating in the Project:
 - (a) Designating an individual responsible for representing SSPRD who shall coordinate with the Littleton Representative to ensure SSPRD is provided adequate notification regarding the Project schedule, and SSPRD Project details are consistent with the schedule and communicated to Littleton residents.
 - (b) SSPRD may have an inspector present during work performed on the Project by Littleton's contractor, and the SSPRD Representative shall communicate directly through the Littleton Representative to address any concerns and workmanship issues that may arise during construction of the Project, and to address any punch list corrections.
 - (c) SSPRD shall provide the following detailed project elements:
 - (i) Trail and bridge standards and details
 - (ii) Review and approval of the construction drawings and specifications which will not be unreasonably withheld or delayed
 - (d) Accepting ownership and maintenance responsibility for Improvements constructed as part of the Project, including but not limited to the following:
 - (i) Pedestrian bridge over Lee Gulch.
 - (ii) All portions of the concrete Lee Gulch Trail.
 - (iii) All lighting.
 - (e) Accepting maintenance responsibility for the concrete box culvert pedestrian underpass constructed as part of the Project including cleaning, sweeping, debris removal, and graffiti removal on the box culvert surfaces including its walls, ceiling, and wing walls.
- 6. <u>Notice</u>. Except as otherwise provided herein, any notice required or permitted by this IGA shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, or by other courier agreed to by both Parties, postage and fees prepaid, addressed to the party to whom such notice is

to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

City of Littleton: City Manager

City of Littleton 2255 W. Berry Ave Littleton, CO 80120

With a copy to: Littleton City Attorney

City of Littleton 2255 W. Berry Ave Littleton, CO 80120

SSPRD: Executive Director

South Suburban Park & Recreation District

4810 E. County Line Road

Littleton, CO 80126

7. Arapahoe County Funding Agreement. The Parties understand and agree that any work performed under this IGA that will receive reimbursement through the Arapahoe County Funding Agreement must comply with the requirements of this Agreement. Accordingly, Littleton shall assume all responsibility for compliance with the Arapahoe County Funding Agreement.

8. Payments.

- (a) As of the Effective Date, the total cost of the Project is estimated to be \$4,216,159.00 ("Estimated Project Cost"). The parties hereby agree to fund a total Local Match of \$2,108,079.00 for the Project as allocated herein.
- (b) The portion of the Local Match owed by SSPRD shall be in the total amount not to exceed \$1,054,040.00 and is defined as the "SSPRD Share." The SSRPD Share shall be paid to Littleton as follows:
 - (i) Littleton will prepare and submit an electronic invoice requesting \$527,020.00 of the SSRPD Share, to be paid within 60 days of the Effective Date of this Agreement.
 - (ii) Littleton will prepare and submit an electronic invoice requesting \$527,020.00 of the SSPRD Share, to be paid on or about January 31, 2026.
- (c) Littleton expressly agrees the SSPRD Share shall only be used for the limited purpose of funding actual project costs. Littleton shall maintain or cause to be maintained full and complete records of actual project costs incurred and

funds committed and expended by Littleton for actual project costs in accordance with generally accepted accounting principles.

- (d) Cost Overruns and Underruns.
- (i) If Littleton becomes aware that project costs may exceed the Estimated Project Costs, Littleton will be responsible for all cost overruns.
- (ii) In the event the actual project costs are less than the Estimated Project Costs upon final completion of the project, SSPRD shall be entitled to a refund of its proportionate share of the difference between the total actual Project costs and the SSPRD Share ("Project Savings"). Within 60 days of final completion of the project, Littleton shall transfer to SSRPD its respective share of the Project Savings, as applicable.
- 9. Article X, Section 20/TABOR: The Parties understand and acknowledge that Littleton and SSPRD are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). Neither Party intends to violate the terms and requirements of TABOR by the execution of this IGA. It is understood and agreed that this IGA does not create a multifiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this IGA to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds for such Party beyond the term of the Party's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the individual paying party and other applicable law. Upon the failure to appropriate such funds, this IGA shall be terminated.

10. Agreement as Complete Integration

- (a) This IGA constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made other than those contained herein, that this IGA constitutes their entire agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.
- (b) This IGA contains all of the terms agreed upon by the Parties related to the cost sharing of the Project. Any amendments or modifications to this IGA must be in writing executed by the Parties in order to be valid and binding.
- (c) No waiver of any of the provisions of this IGA shall be deemed to constitute a waiver of any other of the provisions of this IGA, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

- 11. <u>Counterparts of this Agreement.</u> This IGA may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.
- **12.** <u>Assignment and Subcontracting.</u> Neither party to this IGA shall assign or transfer any of its rights, duties or obligations hereunder without prior written consent of the other Party which consent may be withheld for any or no reason.

13. <u>Liability.</u>

- (a) Each party shall be responsible for its own negligence hereunder to the extent provided by law. Neither party shall be deemed to be an agent for the other party.
- (b) The provisions of this IGA shall bind and inure to the benefit of the Parties and to their respective permitted assigns.
- (c) No elected official, officer, agent or employee of Littleton or SSPRD shall be charged personally or held contractually liable under any term or provision of this IGA, or because of any breach thereof or because of its or their execution or approval of this IGA.

14. Status of Parties

- (a) The Parties enter into this IGA as separate, independent governmental entities and shall maintain as such throughout.
- (b) The Parties agree and acknowledge that this IGA may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.
- (c) Each and every covenant, promise, or term contained in this IGA shall not merge in any other document executed by either or both Parties to effect or implement the provisions of this IGA but shall survive such instrument.
- (d) The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this IGA.
- 15. No Third Party Beneficiaries. Except as otherwise stated herein, this IGA is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties. Nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person or entity under or pursuant to this IGA. It is the express

intention of the Parties hereto that any person or entity, other than the Parties to this IGA, receiving services or benefits under this IGA shall be deemed to be incidental beneficiaries only.

- **16.** Severability. It is understood and agreed to by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- **17.** Governmental Immunity. The Parties and their respective elected officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this IGA the monetary limitations or any other rights, immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as the same may be amended from time to time.
- **18.** Governing Law. The laws of the State of Colorado shall govern this Agreement. Venue for any action shall be in the District Court, County of Douglas, State of Colorado, and the parties waive any right to remove any action to any other court, whether state or federal.

IN WITNESS WHEREOF, the Parties have executed this IGA to be effective as of the Effective Date set forth above.

ATTEST:	CITY OF LITTLETON			
Colleen Norton, City Clerk	Kyle Schlachter, Mayor			
	APPROVED AS TO FORM:			
	Reid Betzing, City Attorney			
	SOUTH SUBURBAN PARK AND RECREATION DISTRICT			
	By: Pam Eller Its: Chair, Board of Directors			

EXHIBIT A ARAPHOE COUNTY OPEN SPACE FUNDING IGA

INTERGOVERNMENTAL AGREEMENT REGARDING 2025 CONTRIBUTION OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS PROJECT NAME: LEE GULCH TRAIL PEDESTRIAN UNDERPASS

This Intergovernmental Agreement ("Agreement") is made and entered into by and between THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO ("County"), and the CITY OF LITTLETON ("City"), a municipality of the State of Colorado (collectively "Parties" and individually a "Party").

RECITALS

- A. On November 2, 2021, the voters of the County permanently reauthorized, until repeal, a countywide sales and use tax to be deposited in the Arapahoe County Open Space Fund and used for specified open space purposes as set forth in County Resolution No. 21-263 ("Open Space Resolution").
- B. The Open Space Resolution authorizes the County to expend a portion of the tax funds for joint projects between counties and municipalities, special districts with a recreational component, recreation districts, and other governmental entities in the County for purposes consistent with the Open Space Resolution. Eligible joint projects include acquisitions of land, other real property interests, and water rights, as well as the improvement, restoration, and protection of open space lands, as more fully set forth in the Open Space Resolution.
- C. On March 25, 2025, the County approved by resolution the use of Open Space Acquisition and Trail Development funds for the Lee Gulch Trail Pedestrian Underpass ("Project"), which is an eligible use of funds under the Open Space Resolution, subject to the execution of an intergovernmental agreement.
- D. This Agreement is authorized by Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-203.

AGREEMENT

NOW, THEREFORE, the County and the City agree as follows:

- 1. <u>Funding Amount</u>. The County agrees to pay 50% of the total Project cost, not to exceed \$2,108,079, from the Arapahoe County Open Space Fund ("County Funds") to the City to be used solely toward the Project as described in Exhibit A. The County's contribution of County Funds is contingent upon the City contributing the remaining 50% share of the total Project cost. The City is responsible for any Project costs in excess of those outlined above.
- 2. <u>Disbursement of County Funds</u>. Subsequent to execution of this Agreement, the County Funds shall be paid via ACH transfer on a reimbursement basis upon receipt of the approved status report and documentation of expenditures and no more often than biannually. No more than 75% of the Project costs will be reimbursed prior to the final report

- approval. The final 25% of County Funds will be paid following the Project inspection and review and approval of the final report and Project deliverables.
- 3. <u>Time for Use of County Funds</u>. The Parties agree that the County Funds will be expended no later than two years from the Effective Date, unless the County agrees in writing to a longer period of time.
- 4. <u>Interest on County Funds</u>. The Parties further agree that, after receipt of the County Funds, the City will use any interest earned on the County Funds only for the Project.
- 5. Report Requirements. On or before January 31 and July 31 annually, the City agrees to provide the County with Project status reports that conform to the format provided by the County. Within three months of completion of the Project, the City also agrees to submit to the County a final report that conforms to the format provided by the County with final Project accounting. The final report will also include documents, plans, and high-resolution photographs as necessary to detail the completion and scope of the Project. The County shall be allowed to use information and images from these reports in publications, public information updates, and the County's website.
- 6. <u>Failure to Submit Required Reports</u>. Upon written notice from the County informing the City that it has failed to submit any required status report and/or final report, the City shall submit such reports to the County within 30 days, and, if it fails to do so, the City shall be deemed to be in violation of this Agreement pursuant to Paragraph 13.
- 7. <u>Administration of Project</u>. The City shall be responsible for the direct supervision and administration of the Project. The City also agrees to comply with all local, state, and federal requirements while completing the Project unless specifically waived.
- 8. <u>Project Site Visits</u>. Upon 24 hours' written notice to the City, the City agrees to allow the County to make site visits before, during, at the completion of, and/or after the Project.
- 9. Acknowledgment of County by City.
 - A. The City agrees to acknowledge the County as a contributor to the Project in all publications, on-site construction signage, news releases, and other publicity issued by the City related to the Project and agrees to allow the County to do the same. If any events are planned in regard to the Project, the County shall be acknowledged as a contributor in the invitation to such events. The City shall cooperate with the County in preparing public information pieces, providing photos of the Project from time to time, and providing access to the Project for publicity purposes. Event information, event materials, and press release information related to the Project must be sent to the County for review and filing.
 - B. For projects occurring on a particular property, the County agrees to provide a standard sign for the Project. The City agrees to erect and permanently maintain at least one County sign in a publicly visible area in recognition of the County Funds from the

Arapahoe County Open Space Program. If the City wishes to use its own sign and design, the City must submit the sign location, design, and wording to the County for approval prior to manufacture and/or installation of such sign. Such sign shall be erected prior to the completion of the Project or its public opening, whichever is earlier.

- C. For planning projects, environmental education projects, and other projects that are not tied to a particular property, the City agrees to include the most current Arapahoe County Open Spaces logo in final planning documents and other printed and multimedia materials. The City shall contact the County for a copy of the logo to be used.
- 10. Record-Keeping Requirements. The City shall maintain a complete set of books and records documenting its use of the County Funds and its supervision and administration of the Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the City that are pertinent to the Project for the purpose of making an audit, examination, or excerpts. The City shall keep all books, documents, papers, and records pertinent to the Project for a minimum of three years from the Project completion date. The City agrees to report to the County any unexpended County Funds and consult with the County concerning proper accounting for unexpended County Funds.
- 11. <u>Changes to Project</u>. The City agrees and understands that its Project, once it has been approved by the County, may not be changed without the County's prior written approval. Proposed changes must be formally requested using the applicable Project Modification Form provided by the County. Changes may not begin until the County has issued a written approval, which may also require the execution of an amendment to this Agreement.
- 12. <u>Maintenance</u>. The City agrees to assume responsibility for continuous, long-term maintenance and public safety of open space lands, trails, recreation facilities, amenities, signage, and other projects funded by the County Funds.
- 13. <u>Failure to Comply and Reimbursement of County Funds</u>. The City understands and agrees that failure to expend the County Funds and complete the Project in accordance with this Agreement will require the City to refund the County Funds to the County Open Space Fund.
- 14. <u>Remedies</u>. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.
- 15. <u>No Waiver of Rights</u>. A waiver by any Party of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.
- 16. <u>Relationship of the Parties</u>. The City shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this

Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.

- 17. <u>No Third-Party Beneficiaries</u>. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the City.
- 18. <u>Severability</u>. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.
- 19. <u>Written Amendment Required</u>. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the Parties.
- 20. <u>Venue</u>. Venue for any legal action arising out of this Agreement shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.
- 21. <u>Notices</u>. Notices under this Agreement shall be sent to:

COUNTY: Board of County Commissioners of Arapahoe County 5334 South Prince Street

Littleton, CO 80120-1136

and

Arapahoe County Attorney 5334 South Prince Street Littleton, CO 80120-1136

and

Arapahoe County Open Spaces Open Spaces Director 6934 S. Lima St., Unit A Centennial, CO 80112

CITY: City of Littleton

2255 W. Berry Avenue Littleton, CO 80120

22. <u>Applicable Law</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

- 23. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.
- 24. <u>Incorporation of Exhibits</u>. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes. In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.
- 25. <u>Section Headings</u>. The headings for any section of this Agreement are only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
- 26. <u>Assignment</u>. The rights, or any parts of this Agreement, granted to the Parties in this Agreement may be assigned only with the prior written consent of the non-assigning Party.
- 27. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties related to the Project. The Parties agree that there have been no representations made regarding the subject matter of this Agreement other than those, if any, contained in this Agreement, and the various promises and covenants contained in this Agreement are mutually agreed upon and are in consideration of one another.
- 28. <u>Signatures</u>. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.
- 29. <u>Effective Date</u>. This Agreement will become effective on the date of the City's signature ("Effective Date").

Signature page follows

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the Effective Date.

ATTEST:	CITY OF LITTLETON
Ву:	By:Name:
	Approved as to Form:
	Reid Betzing, City Attorney
	BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO
	By: Margina Pingenot, Open Spaces Director Pursuant to Resolution No. 25-078

EXHIBIT A

Lee Gulch Trail Pedestrian Underpass

Joint Project Application

City of Littleton

Heather Ferrari

Heather Ferrari

hferrari@littletongov.org

Application Form

Application Summary

Grant Category*

Select One: Joint Project

Primary Contact Information*

Please provide information for the primary contact for this project in the following format.

Agency: Name: Title: Telephone: Email:

Agency: City of Littleton Name: Sarah White

Title: Water Resources Manager Telephone: 303-795-3826 Email: swhite@littletongov.org

Project Type*

Select One:

- **Trail Project:** Trail/trailhead construction or improvement, including stream/road crossings and trailhead amenities (such as parking, restrooms or shelters)
- **Site Improvement Project:** New construction, improvement, repair, or replacement of passive outdoor recreation amenities
- Acquisition Project: Eligible projects include fee simple acquisition of land for public open space or trails;
 acquisition of buffer land; acquisition of a conservation easement; and/or acquisition of water rights
- Other Project: Other allowable projects include stream/habitat restoration, natural re-vegetation, and water quality improvement

Trail Project

Project Title*

Lee Gulch Trail Pedestrian Underpass

Project Address

Broadway and W Dry Creek Ct.

Project Location*

Select all that apply:

Littleton

GPS Coordinates (Latitude in Decimal Degrees)*

Example: Dove Valley Regional Park

Latitude: 39.577303

39.578298

GPS Coordinates (Longitude in Decimal Degrees)*

Example: Dove Valley Regional Park

Longitude: -104.828850

-104.988416

Grant Request Amount*

\$2,108,079.00

Cash Match Amount*

\$2,108,080.00

Total Project Amount*

Total project amount includes grant request and cash match only. Please do not include in-kind match.

\$4,216,159.00

Cash Match Percentage*

Calculate cash match as % of total project cost.

50

Project Partners

List partner agencies if applicable.

South Suburban Park and Recreation District

Executive Summary*

Highlight key points of your proposal, such as project description, components, deliverables, need, goals, beneficiaries, planning, etc.

Lee Gulch Trail at Broadway – Pedestrian Underpass project presents a unique opportunity to install a pedestrian underpass and enhance the safety and accessibility of the trail. The primary driver for the project is the replacement of a deteriorating stormwater pipe under Broadway, which is a project being undertaken by the City of Littleton and the Mile High Flood District. Due to high traffic volumes on Broadway, which sees 34,000-37,000 vehicles daily, this is a rare chance to interrupt traffic for a project of this nature, as there will be no similar opportunity in the next 30-40 years. The installation of a 66" storm pipe will require major excavation, providing an ideal occasion to construct a 10' by 10' pedestrian underpass, improving safety for trail users and connecting them to the High Line Canal and Mary Carter Greenway Trails.

Currently, trail users are forced to detour significant distances to cross Broadway, with the existing crossing at W. Jamison Avenue creating potential conflicts with vehicles. The existing 6-foot-wide path on the east side of Broadway is inadequate for a multi-use trail and sits on private hospital property, limiting the potential for future improvements. The proposed underpass will be complemented by a 65-foot pedestrian bridge over Lee Gulch, improving trail access and eliminating the need for the difficult crossing at Broadway. Additional components of the project include trail realignment, grading, storm drainage, lighting, and the construction of a flood control wall. The open space west of Broadway is planned to be terraced using the excess dirt from excavation, creating areas for potential future enhancements such as benches, shade structures, and educational signage, further enhancing trail connectivity and preserving open space.

Authorized Signature

Certification and Authorized Signature Form*

Please attach completed Certification and Authorized Signature Form as a PDF document. Form must be signed by highest authority in agency or authorized individual. *Staff will email you the form.*

Please name your file as follows: *Applicant_CertificationandAuthorizedSignatureForm.pdf*Applicant_CertificationandAuthorizedSignatureForm.pdf

Project Timeline

Project Timeline Form*

Please attach completed Project Timeline Form as a PDF document. Staff will email you the form.

Please name your file as follows: Applicant_TimelineForm.pdf

Littleton_Lee Gulch Underpass Timeline Form.pdf

Project Budget

Budget Forms*

Please attach completed Summary Budget Form and Detailed Expense Budget Form as a single PDF document. Staff will email you the form.

Please name your file as follows: Applicant_BudgetForms.pdf

Littleton_Budget Forms_Lee Gulch Trail Pedestrian Underpass.pdf

Project Narrative

Question 1*

Describe the project goals, scope, expected results, and deliverables. Discuss the current condition of the project site and what improvements, if any, are proposed and why. Discuss how this project preserves open space, improves access to the outdoors, creates connectivity, and/or provides educational opportunities.

The proposed Lee Gulch Trail at Broadway – Pedestrian Underpass project takes advantage of a once in a lifetime opportunity to install a pedestrian underpass, significantly improving both access and safety for trail users. The impetus of the project is the need to replace a deteriorating stormwater pipe under Broadway that conveys flows in the gulch from the east to the west side of the street. The City of Littleton and Mile High Flood District have partnered to complete this portion of the project. This requires open cutting across the entirety of Broadway which will have a significant impact on traffic in the area. Due to high traffic volume, there will not be another opportunity in the next 30-40 years to interrupt traffic to construct this critical underpass.

Broadway is a four-lane major arterial road with 34,000-37,000 vehicles per day according to the 2024 Broadway Corridor Study. The road is a major barrier to east-west travel on the Lee Gulch Tail. Installation of a new 66" diameter storm pipe requires the open cut and major excavation of Broadway. This provides the opportunity to install a 10' tall by 10' wide concrete box culvert (underpass or CBC) allowing pedestrians, bicyclists, and other trail users to safely cross underneath Broadway, improving access to the High Line Canal and Mary Carter Greenway Trails, and eliminating conflicts with vehicles at the existing street crossing.

The estimated 92,000 annual Lee Gulch Trail users must detour approximately 800 linear feet on the east side and 1,000 linear feet on the west side of Broadway to cross at the signalized intersection at W. Jamison Avenue. While this intersection is signalized, it also serves as the vehicular entrance to the emergency department at AdventHealth Littleton Hospital. Ambulances and other emergency vehicles can trigger timing

changes to the signal, limiting or delaying pedestrian/bicycle crossing. The high frequency of trail users, emergency vehicles, and heavy vehicle load on Broadway creates potential conflicts between user groups.

Further, the concrete path on the east side of Broadway that connects Lee Gulch Trail to the intersection is only six foot wide, an inadequate width for a multi-use trail. It is located on the hospital's private property with no public access easement. As the hospital continues to expand their facilities and services, encroachment into Broadway frontage is planned to allow for parking and stormwater detention ponds restricting the potential to widen the path and acquire a public access easement.

The underpass is the most critical element of the proposed project, but alone it does not connect the east and west segments of the Lee Gulch Trail. A 65-foot-long pedestrian bridge over Lee Gulch is needed to connect to the existing trail. This is an improvement to the existing bridge (to remain for neighborhood access) that connects to the signalized crossing of Broadway, which has steep grades, a 90 degree approach turn, and limited sight lines. Approximately 230 linear feet of 8' wide new concrete trail will connect the existing Lee Gulch Trail, underpass, and pedestrian bridge, completing the east-west connection.

Other aspects of the work include demolition (flatwork, underground pipe, curb & gutter, asphalt, and clearing and grubbing), excavation for the 10x10 culvert, grading for the trail and bridge, 18" and 48" storm pipes for localized drainage, lighting in the underpass, boulder retaining walls, and revegetation. A flood control wall is also required to keep the underpass dry except during major storm events. A portion of the traffic control for the Broadway (street closure one half at a time) and detour is applied to the underpass project.

The open space on the west side of Broadway is anticipated to be terraced with flatter areas using the dirt generated from the excavation for the underpass. While not part of the proposed project, these flatter areas are planned for future improvement such as benches, shade structures, interpretive/educational signage, or other uses. The proposed project and planned future project will improve trail connectivity, preserve and activate unused open space, and provide educational opportunities.

Question 2*

Describe the community/neighborhood and user groups the project will serve. Discuss the type of users (children, families, seniors, etc.), and estimate the number of users that will benefit annually. How did you arrive at this estimate? *Include up to five community support letters in the Attachments section. Support letters should come from users, working groups, community members, volunteers, schools, etc. Letters should be dated within the last six months.*

The Lee Gulch Trail is approximately 4.3 miles long extending from S. Clarkson St in Centennial to the Mary Carter Greenway in Littleton. It intersects the High Line Canal approximately 700 feet northwest of the proposed underpass, near mile marker 20. Based on trail counts conducted by South Suburban, this area of the trail is used by approximately 92,000 people annually.

South Suburban's analytics software shows users stay on the trail for an average of 48 minutes per visit and tend to be traveling between parks. The most common destination after using the trail is Ashbaugh Park, followed closely by Charley Emley Park and Reynolds Landing. The most common places for people to come from prior to using the trail are Charley Emley Park, Ridgewood Park Lower, and Ashbaugh Park. This data highlights the significant role that Lee Gulch Trail plays within the broader recreation network, demonstrating its importance as a vital connector between multiple parks and natural spaces.

The Lee Gulch Trail is a safe route to school connection for children and families traveling to Powell Middle School (0.6 miles east), Runyon Elementary School (0.7 northwest), Heritage High School (0.9 miles northwest), and Euclid Middle School (1 mile north via the High Line Canal Trail). The Littleton YMCA and RTD bus stop are located approximately 600 feet directly north of the project site. It is 850 feet north of the

emergency department entrance to the AdventHealth Littleton Hospital. The surrounding area is a combination of single and multi-family housing and commercial uses.

Question 3*

Discuss the need and urgency for this project and why it is a priority. Was the project prioritized in a master plan or other planning document (including County Comprehensive Plan, County Open Space Master Plan, etc.), an independent community planning process, a working group, etc.? Is this part of a larger phased project? What opportunities will be lost if this project is not funded now?

The imminent need to replace the deteriorating 66" stormwater pipe under Broadway to prevent road failure and flooding concerns creates urgency and elevates the priority of the project. The 2024 Broadway Corridor Study identified the street as a major barrier for pedestrians and bicyclists because of its width and limited number of grade-separated crossings. The underpass construction cost is reduced by approximately \$2 million due to the efficiency of concurrent construction and shared excavation for the 66" diameter storm pipe. (Based on the preliminary cost estimate of \$6 million for a proposed High Line Canal Trail concrete box culvert underpass south of Arapahoe Road.)

If project funding is not available now, a future underpass will not be feasible in the foreseeable future. Construction resulting in lane closure on Broadway significantly impacts area travel. The cost of the work is significantly higher when the street isn't not being open cut for another purpose, and Littleton has no other maintenance or capital improvements in this area that requires major excavation in the street.

Other plans that support the installation of the underpass include, as the result of public outreach, are: 1978 Lee Gulch Little Creek Major Drainageway Plan envisioned the corridor as a linear park including a multimodal access trail constructed along all reaches.

2019 The Plan for the High Line Canal identifies this as location as an "Opportunity Area".

2022 South Suburban Park and Recreation District Master Plan identifies trails as the most requested priority for improvement and includes the Guiding Principle of "Connect Community" through close-to-home trails that contribute to meaningful quality of life.

2024 Broadway Corridor Study identifies the objective to fully and safely connect the walking and biking network along the corridor.

2025 Root and Renew Plan Draft Findings (Littleton's Parks, Open Space, and Trails Vision Plan) identifies trails as one the top four priorities for investment and a need for safer connections.

Question 4*

Summarize any planning completed prior to submitting this Joint Project proposal. Is design and engineering complete? Does the project necessitate a zoning change? List any permits that need to be obtained and status of obtaining those permits (Federal 404, County or City, Storm Water Drainage, etc.).

Due to the emergent need to replace the 66" culvert, the planning for the project is accelerated. Using a design build project method, the design and engineering project is nearing completion, and an on-call contractor is slated to do the work and has already prepared construction estimates for budgeting purposes.

The project is located with natural open space or street right of way owner or controlled by Littleton. A US Army Corp of Engineers 404 permit is required and permitting is underway. All other permits will be issued by Littleton including right of way, drainage, grading, and building permits. No change in zoning is required.

Question 5*

Describe the timeframe needed to complete the project. Discuss the agency's capacity to complete the project, including project management, resources, and experience implementing similar projects.

Work related to the replacement of the 66" diameter storm pipe (not part of the project) will start in March, but construction of the project elements will start in May 2025. All work will be complete in May 2026. The City of Littleton and Mile High Flood District have extensive experience, project managers, and resources for the construction of drainage and heavy civil work such as the roadway, underpass, and bridge. South Suburban will provide support to Littleton for the construction of the underpass, bridge and trail. Littleton is confident the work will be complete within 2 years of a grant award.

Question 6*

Summarize any efforts to obtain public input, disseminate information to the public, develop partnerships, and garner community support for this project. List the stakeholders that are involved. Discuss any known or anticipated opposition to this project and how this will be addressed. *Include letters, petitions, news articles, or other documents evidencing opposition in the Attachments section.*

Because this opportunity is in response to the emergent need to replace the 66" diameter storm pipe, there has no public outreach specific to the crossing of the Lee Gulch Trail at Broadway. However, Littleton completed public outreach for the 2025 Root and Renew Plan that is scheduled for review and possible adoption by the City Council in March. South Suburban completed extensive public outreach in Littleton for the 2022 South Suburban Master Plan. Strong public support for trail connectivity, development, and improvement is documented as a core community value and high priority in both plans.

Project stakeholders are Mile High Flood District for the 66" culvert (not included in the project cost) and South Suburban for the underpass, trail, and bridge improvements. The project is supported by the High Line Canal Conservancy. There is no known or anticipated opposition.

Question 7*

How much of your planned cash match is secured? If applicable, what are your plans for raising additional funds? Describe cash and in-kind match partnerships established for the project. Explain if partnerships were not possible or necessary for this project. *Include partner support letters in the Attachments section and include match from partners on the Budget Forms. Joint Project recipients are responsible for project cost overruns.*

Funding for the underpass, trail, and bridge are not fully secured. Littleton has identified potential funds and is working to secure the funds by March 2025. South Suburban's staff is requesting funds as part of the 2025 Budget Amendment that will be presented to their Board of Directors on March 12, 2025.

Question 8*

Describe any scenic, historic, or cultural values associated with the project site. Will they be preserved or restored? Discuss specific natural resources at the site (including habitat, water, wildlife, and vegetation) and impacts to these resources as a result of this project. If applicable, discuss environmental sustainability benefits of this project (such as energy or water conservation, water quality improvement, etc.).

The Lee Gulch corridor is in a suburban area that is surrounded by established housing and commercial uses. There are no known scenic, historic, or cultural values tied trail or open space.

Many species native to Colorado are likely present in the area, including fox, coyotes, various species of birds, squirrels, etc. These species are well acclimated to people and the existing developments in the area, it is not likely they will be impacted by the proposed improvements. The corridor is a natural resource and provides habitat for these animals. There will be temporary impacts to wildlife while construction occurs, and this will be offset by restoration of the area the work is complete.

Question 9*

Discuss ownership and legal access at the proposed project site. Detail any third-party rights, easements, or other encumbrances that exist.

The property is owned by the City of Littleton. South Suburban is the park and recreation provider for Littleton and is responsible for operations and maintenance of parks, trails, and open spaces through an Intergovernmental Agreement. There are other utilities within the street right of way including underground electric and fiber optic lines. The underpass will not impact these structures, and coordination is occurring with the utility owners.

Question 10*

Describe long-term plans for maintaining the project. Who will be responsible for maintenance? Estimate annual costs to maintain the site, and explain how maintaining this project site affects your agency's budget.

South Suburban Park and Recreation District is responsible for maintaining the underpass, bridge, trail, and surrounding open space. Expenses related to operations and maintenance will be paid for from South Suburban's operating budget. The estimated additional annual maintenance cost is \$7,680.

Question 11*

If applicable, describe how this project will address inclusivity per Americans with Disabilities Act guidelines.

The project will meet all ADA standards for trails. The trail connection, pedestrian underpass, and bridge are all planned with a maximum of 4.5% running slopes and 2% cross slopes, and the concrete trail provides a firm, stable, and slip resistant surface, all of which complies with ADA standards for trails.

Question 12*

If successful in obtaining Joint Project funding, how will the agency use this project to inform citizens about the value of the Arapahoe County Open Space Sales and Use Tax? Discuss plans for public outreach, signage, celebration, dedication, etc. *You are required to inform the County of any press about the project and any related events (ribbon cutting ceremonies, etc.). Additionally, acknowledgement of County support must be included in any press about the project.*

This project will acknowledge the value of the Arapahoe County Open Space (ACOS) Sales and Use Tax in several ways. Temporary signage promoting improvements in the area will recognize all three partners and permanent signage installed along the trail as part of the project will similarly include logos for all three partners. A project celebration will be held upon completion of the amenity area and ACOS will play a central role in the event.

Attachments

Attachment 1: Evidence of Support from Highest Authority*

Please attach evidence of support from the agency's highest authority (official letter or resolution) as a PDF document. At a minimum, this document <u>must</u> include: project title, amount of grant funds requested, statement that matching funds are secured and/or efforts to secure funds are underway (include the amount of matching funds committed), and certification that the project will be open to the public or serve a public purpose upon completion. A sample resolution is available on the Open Space website.

Please name your file as follows: Applicant_SupportfromHighestAuthority.pdf

Applicant_CertificationandAuthorizedSignatureForm.pdf

Attachment 2: Evidence of Community Support

Please attach letters of support from users, working groups, community members, volunteers, schools, etc. (maximum of 5) as a single PDF document. Letters should be dated within the last 6 months.

Please name your file as follows: Applicant_CommunitySupport.pdf

Littleton_CommunitySupport.pdf

Attachment 3: Documentation of Opposition

Please attach documentation of opposition as a single PDF document. If there is no known opposition to this project, please attach a page stating that this section is not applicable.

Please name your file as follows: Applicant Opposition.pdf

Littleton_OppositionDoc.pdf

Attachment 4: Evidence of Commitment from Project Partners

Please attach evidence of commitment from project partners (such as partner support letters or commitment to provide cash/in-kind match) as a single PDF document. There is no maximum allowable number of partner support letters. If there are no partners for this project, please attach a page stating that this section is not applicable.

Please name your file as follows: Applicant PartnerCommitments.pdf

Littleton_PartnerSupport.pdf

Attachment 5: Primary Project Photo*

Please attach one high resolution photo in JPG format. Please choose the photo that provides the best overall representation of your project. This photo will be used for presentations and/or publications.

10

Please name your file as follows: Applicant_PrimaryPhoto.jpg

Sunrise at Lee Gulch .jpg

Attachment 6: Photos

Please attach photos of existing conditions at the project site (including captions) as a single PDF document. Include conceptual drawings if applicable.

Please name your file as follows: Applicant_Photos.pdf

Attachment 6 - Photos.pdf

Attachment 7: Maps*

Please attach a site map and a vicinity map as a single PDF document.

Please name your file as follows: Applicant_Maps.pdf

Littleton_Maps_reduced.pdf

Attachment 8: Other Attachments

Please attach additional supporting documentation (news article, cost estimate, appraisal, title commitment, etc.) as a single PDF document.

Please name your file as follows: Applicant_OtherAttachments.pdf

Confirmation

Please click the "I Agree" button below to certify that your application is complete and ready to submit. Once submitted, applications are final and cannot be returned.*

I agree

File Attachment Summary

Applicant File Uploads

- Applicant_CertificationandAuthorizedSignatureForm.pdf
- Littleton_Lee Gulch Underpass Timeline Form.pdf
- Littleton_Budget Forms_Lee Gulch Trail Pedestrian Underpass.pdf
- Applicant_CertificationandAuthorizedSignatureForm.pdf
- Littleton_CommunitySupport.pdf
- Littleton_OppositionDoc.pdf
- Littleton_PartnerSupport.pdf
- Sunrise at Lee Gulch .jpg
- Attachment 6 Photos.pdf
- Littleton_Maps_reduced.pdf



Certification and Authorized Signature Form

Please use this form for the Arapahoe County Open Spaces grant application.

By signing this form, I certify that:

- The information included in this application is true to the best of my knowledge.
- If funded, the applicant commits to completing the proposed project.
- If funded, the applicant accepts responsibility for any cost overruns necessary to complete the project.
- If funded, the completed project will be open to the public or will otherwise serve a public purpose.
- If funded, the applicant agrees to maintain the completed project site or to continue its maintenance agreement with a partner agency as outlined in the application.
- I am authorized to sign on behalf of the applicant.

bocasigned by.	
Brent Soderlin	2/5/2025
Auপাণ্ডপাঞ্ছঞ্চ প্রাপ্তনার (highest authority in agency or authorized individual)	Date
Brent Soderlin, Director of Public Works	
Printed Name and Title	
Lee Gulch Trail Pedestrian Underpass	
Grant Project or Joint Project Name	



Applicant: City of Littleton Project Title: Lee Gulch Trail Pedestrian Underpass at Broadway

Task	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026
Grant Award															
Notification															
IGA Executed															
Issue															
Construction															
Contract															
Demolition															
Excavation															
and Grading															
Underpass &															
Storm Pipes															
Trail and															
Bridge															
Revegetation															
Opening															
Celebration															
Final Report															

Summary Budget Form - STANDARD Grants (25% minimum cash match)

Source of Funds	Date Funds Secured	Grant Request	Cash Match	Total Project Funds	
Arapahoe County Open Spaces Grant	8/1/2025	\$2,108,079		\$2,108,079	
Applicant Cash Match	2/3/2025		\$1,054,040	\$1,054,040	
South Suburban Parks & Recreation	2/3/2025		\$1,054,040	\$1,054,040	
Totals		\$2,108,079	\$2,108,080	\$4,216,159	

ဟု	Total Project Cost:	\$4,216,159.00
T H	Cash Match % Required:	50%
MATCH	Cash Match % Budgeted:	50%
Ø	Cash Match Amount Required:	\$2,108,079.50
X	Cash Match Amount Budgeted:	\$2,108,080.00

*match fields calculate automatically

Applicant: City of Littleton

Project Title: Lee Gulch Trail at Broadway - Pedestrian Underpass

^{*} Please do not include in-kind match on the Budget Forms

		DETAILED EXPE	NSE WORKSHEET				
	Budget	Line Item Detail	ACOS	Grantee	SSPRD	TOTAL	
	Category	Description	Grant	Cash Match	Cash Match		
	Professional Services						
		Surveying			\$9,521.00	\$9,521.00	
		Traffic Control			\$111,014.00	\$111,014.00	
		CM Services	\$168,048.00			\$168,048.00	
		Establishment		\$67,219.00		\$67,219.00	
	Mobilization/GESC						
		Mobilization		\$48,725.00		\$48,725.00	
		Temporary Erosion Control			\$38,084.00	\$38,084.00	
	Demolition						
		Clearing and Grubbing			\$9,013.00	\$9,013.00	
		Tree Removal			\$5,920.00	\$5,920.00	
		Asphalt/Concrete/Trail Removal			\$97,412.00	\$97,412.00	
		Storm Sewer Removal			\$20,556.00	\$20,556.00	
	Earthwork/Drainage						
		Earthwork - Cut and Fill		\$495,823.00		\$495,823.00	
		Drainage Pipes & Manhole Access			\$327,131.00	\$327,131.00	
		Retaining Wall & Flood Wall			\$207,896.00	\$207,896.00	
	Sitework/Hardscape						
		Road Asphalt Repair			\$141,700.00	\$141,700.00	
		Concrete Trail and Box Culvert	\$1,841,673.00			\$1,841,673.00	
		Boulder Retaining Wall		\$153,816.00	\$47,814.00	\$201,630.00	
	Furnishings & Misc						
		Prefabricated Pedestiran Bridge 65LF	\$98,358.00	\$288,457.00		\$386,815.00	
	Lighting						
		Underpass Lighting			\$20,000.00	\$20,000.00	
	Landscape						
		Topsoil, Excavate, Stockpile, and Replace			\$12,679.00	\$12,679.00	
		Final revegetation			\$5,300.00	\$5,300.00	
TOTALS	-		\$2,108,079.00	\$1,054,040.00	\$1,054,040.00	\$4,216,159.00	

Applicant: City of Littleton Project Title: Lee Gulch Trail at Broadway - Pedestrian Underpass Date: 2/5/25



Certification and Authorized Signature Form

Please use this form for the Arapahoe County Open Spaces grant application.

By signing this form, I certify that:

- The information included in this application is true to the best of my knowledge.
- If funded, the applicant commits to completing the proposed project.
- If funded, the applicant accepts responsibility for any cost overruns necessary to complete the project.
- If funded, the completed project will be open to the public or will otherwise serve a public purpose.
- If funded, the applicant agrees to maintain the completed project site or to continue its maintenance agreement with a partner agency as outlined in the application.
- I am authorized to sign on behalf of the applicant.

bocasigned by.	
Brent Soderlin	2/5/2025
Auপাণ্ডপাঞ্ছঞ্চ প্রাপ্তনার (highest authority in agency or authorized individual)	Date
Brent Soderlin, Director of Public Works	
Printed Name and Title	
Lee Gulch Trail Pedestrian Underpass	
Grant Project or Joint Project Name	



TO: Arapahoe County Open Spaces

FROM: High Line Canal Conservancy

DATE: February 4, 2025

SUBJECT: Letter of Support for the Lee Gulch Trail Underpass at S. Broadway

The Organization

The High Line Canal Conservancy is a nonprofit organization whose mission is to preserve, protect and enhance the 71-mile long High Line Canal in partnership with the public. The Conservancy was formed in 2014 by a passionate coalition of citizens to provide leadership and harness the region's commitment to protecting the future of the Canal--a 100-foot corridor comprising the canal channel, trail and adjacent vegetation. With support from local jurisdictions and in partnership with Denver Water, the Conservancy is working to ensure that the Canal is protected and enhanced as an ecological and recreational corridor for future generations.

Community Outreach

Beginning in 2016, the Conservancy and Denver Water, in close collaboration with a host of regional partners, has engaged with over 10,000 people in a far-reaching community outreach process to envision the future of the High Line Canal. The result was a Community Vision Plan and a subsequent framework plan, The Plan for the High Line Canal. Through this process, the public and partners have focused on a vital future for the Canal as a recreational and environmental resource for people that prioritizes improved connectivity and safety along the Canal.

The Resource

The High Line Canal Trail connects eleven different governmental jurisdictions and sees more than a million users annually. As it traverses the Denver metro area, the Canal beckons walkers, equestrians, families, nature-lovers, bicyclists and neighbors to recreate along its tree-lined banks. Today, the Canal is in a time of transition as Denver Water moves away from delivering irrigation water in the Canal. The Plan for the High Line Canal lays out a vision for a connected corridor for all communities. Key to achieving this connectivity are safe connections to the regional trail network.

The Project

The Conservancy is pleased to offer our full support to the City of Littleton's proposed underpass project for the Lee Gulch Trail at S. Broadway, just south of the connection between Lee Gulch and the Canal. The City of Littleton is home to over 5 miles of the Canal, including some of the best-used reaches of the trail anywhere in the region. The Canal's intersection with the Lee Gulch Trail is one of the busiest trail junctures along the Canal, connecting users to the regional trail network. As an organization committed to preserving and enhancing the Canal as recreational and ecological corridor, we recognize the value of improving connections between trails and ensuring safe, accessible routes for all users. The Lee Gulch Underpass at S. Broadway



represents an important step toward enhancing the safety and connectivity of the regional trail system and this improvement will provide significant benefits to the community.

The Conservancy, South Suburban Park and Recreation District (SSPRD) and ACOS recently completed the Lee Gulch Lookout, an improvement project at the Canal's juncture with the Lee Gulch Trail. This project improved the safety of the trail juncture, added amenities and interpreted the Canal's historic flume over Lee Gulch. Improving safe connections on the Lee Gulch Trail will support use of the Lee Gulch Lookout and enhance the connectivity between the two trails.

The Lee Gulch Trail is a key link in the broader regional trail network, providing access to other amenities beyond the Canal such as parks, schools, and residential neighborhoods. Connecting the Lee Gulch Trail to other trails, including the Canal, is important to promoting non-motorized transportation, recreational opportunities, and community health. An underpass in this location will make these connections safer and more seamless.

The Conservancy supports the City of Littleton's application for a Joint Project Grant from Arapahoe County Open Spaces. We are confident that the project will create lasting benefits for trail users and the surrounding community.

Thank you for your consideration and please feel free to contact me with any additional questions or comments at josh.p@highlinecanal.org or 720-767-2452.

Sincerely,

Josh Phillips, Director of Planning and Implementation High Line Canal Conservancy

Contract ID 3120 4010 E. Orchard Road | Centennial, Colorado 80121 | 720.767.2452







February 4, 2025

Arapahoe County Open Spaces 6934 S Lima Street Centennial, CO 80112

RE: Letter of Support – Lee Gulch Trail Pedestrian Underpass Project

Dear Open Space and Trails Advisory Board,

On behalf of the Mile High Flood District, I am writing to express our strong support for the City of Littleton's proposed underpass project for the Lee Gulch Trail at South Broadway. This project will eliminate the need for trail users to cross South Broadway by providing a pedestrian underpass, enhancing regional connectivity while improving storm drainage infrastructure and reducing flood risk in the area.

This project provides an important opportunity to create a more direct route across South Broadway which will improve the overall trail network by allowing for a more seamless connection between recreational and commercial areas, and residential neighborhood. Lee Gulch Trail provides access to numerous key locations, including Puma Park, Heritage High School, Carbone Park, Runyon Elementary School, Horseshoe Park, Heritage High School, and more. The underpass project will create a safer and more convenient way across South Broadway, further encouraging residents and visitors to utilize the trail system for recreation and transportation.

Mile High Flood District wholeheartedly supports the City of Littleton's application for a Joint Project Grant through Arapahoe County Open Spaces and encourages your approval of this grant application. We believe it will provide significant benefits to the community and contribute to the overall quality of life for Littleton residents and trail users alike.

Thank you for your consideration.

of Battest

Sincerely,

Jeff Battiste, P.E.

Senior Project Engineer jbattiste@mhfd.org

There is no known opposition to this project.



4810 E. County Line Rd. Littleton, CO 80126 303,798,5131

February 5, 2025

Arapahoe County Open Spaces 6934 S Lima Street Centennial, CO 80112

RE: Letter of Support - Lee Gulch Trail Pedestrian Underpass Project

Dear Open Space and Trails Advisory Board:

South Suburban Park and Recreation District fully supports the City of Littleton's application for an Arapahoe County Open Spaces Joint Project Grant to construct an underpass, bridge, and trail connection for the Lee Gulch Trail at Broadway. The City of Littleton is replacing the essential 66" diameter stormwater pipe underneath the roadway, which requires the entire width of the road to be open cut and excavated. We recognize the emergent need to replace the stormwater pipe to prevent failure of the road, and the unique opportunity it creates to construct a pedestrian underpass trail crossing at a significantly reduced cost. We are partnering with Littleton to take advantage of this opportunity.

Installing a pedestrian underpass will improve the overall trail network by allowing for a safer and more seamless connection between recreational, commercial, and residential areas. South Suburban feels this project presents a once in a lifetime opportunity to significantly improve the Lee Gulch Trail, and it aligns with our 2022 Master Plan goal to connect communities by providing strong trail network. Subject to approval by the Board of Directors, South Suburban may contribute up to \$1,054,040 in cash match for this project. Approval of funds will be considered as part of the 2025 Budget Amendment that will be presented to the Board on March 12.

South Suburban is the park and recreation provider for the City of Littleton and will continue to maintain the Lee Gulch Trail, including the underpass, bridge, and trail. South Suburban strongly supports the City of Littleton's application for a Joint Grant through Arapahoe County Open Spaces and respectfully requests approval of this grant.

Sincerely,

Pam Eller

Chair, Board of Directorsp

Lambar Cler





Lee Gulch Trail Pedestrian Underpass

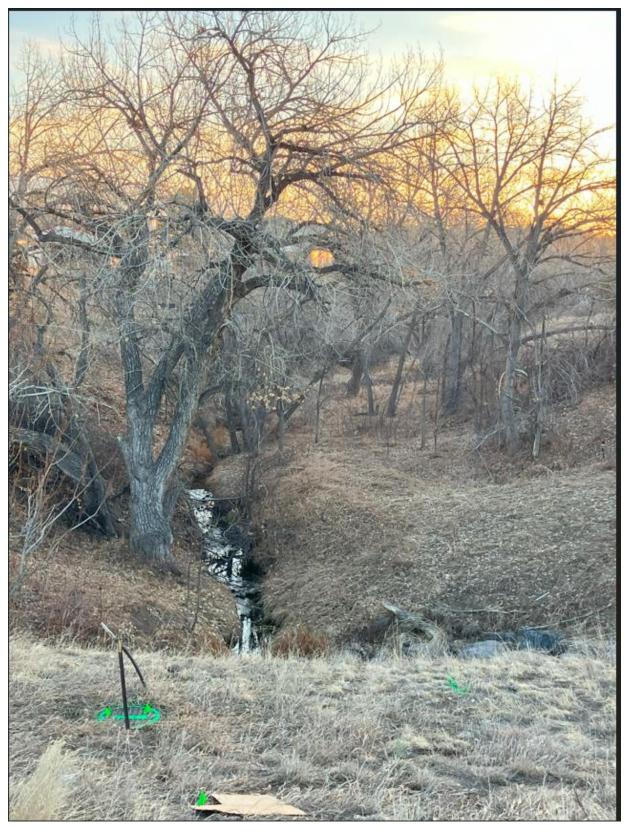
Photos

Primary Photo – Sunrise at Lee Gulch





Looking North – no available crossing until traffic signal at Dry Creek (900 ft north)



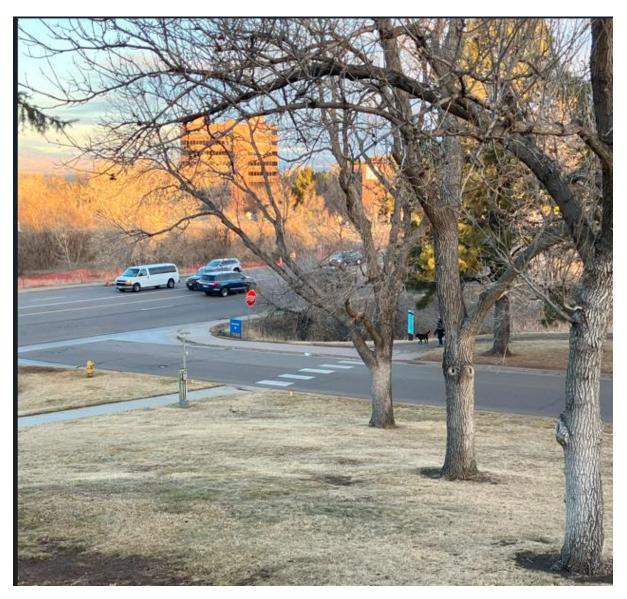
Lee Gulch – East Side



Lee Gulch flowing under Broadway



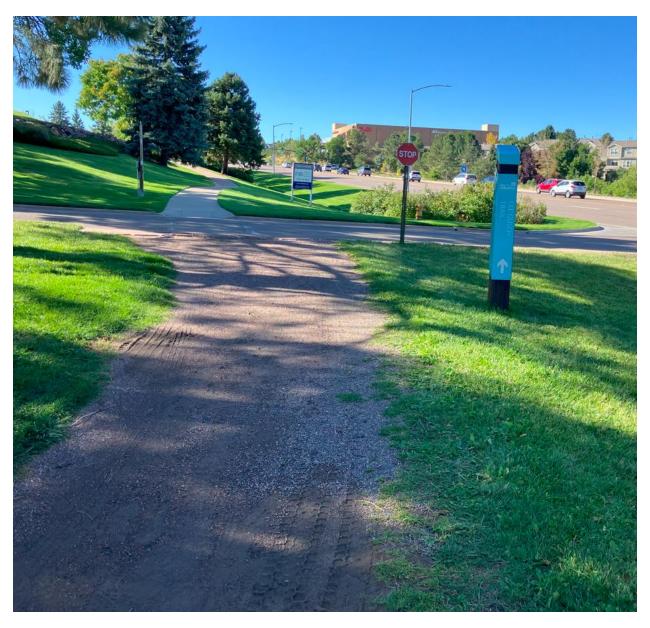
Lee Gulch Trail – redirected along east side



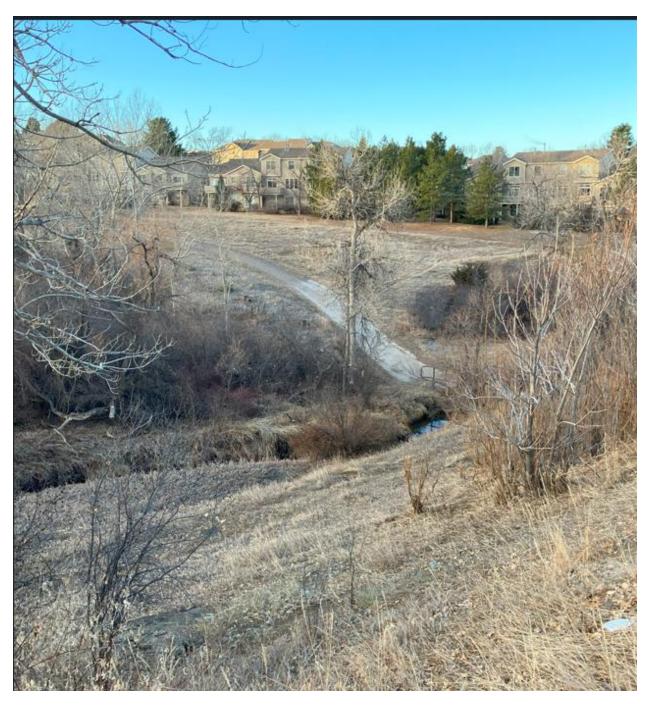
Walker taking east side detour



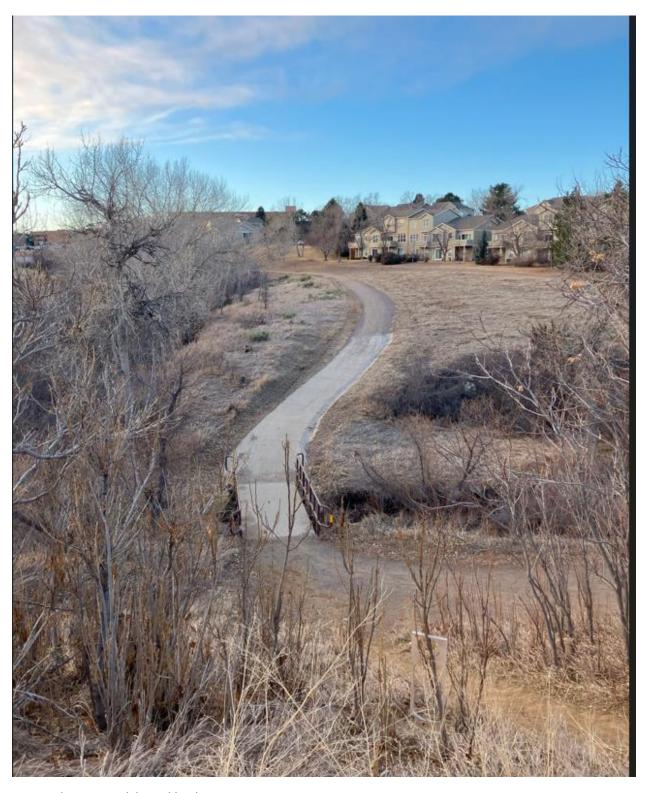
Trail detour along Littleton Adventist Hospital



Trail detour along Littleton Adventist Hospital



West Side - Lee Gulch Trail connection , slopes +7%



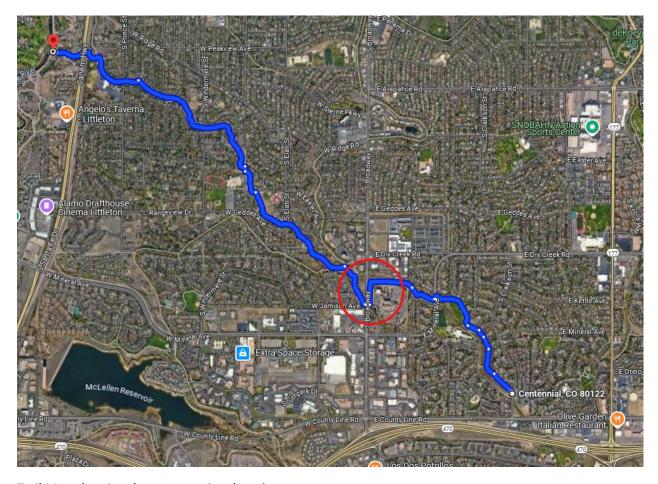
West Side – Lee Gulch Trail bridge crossing



Lee Gulch - West Side



Open Space on West Side of Broadway – potential for future nature connection areas

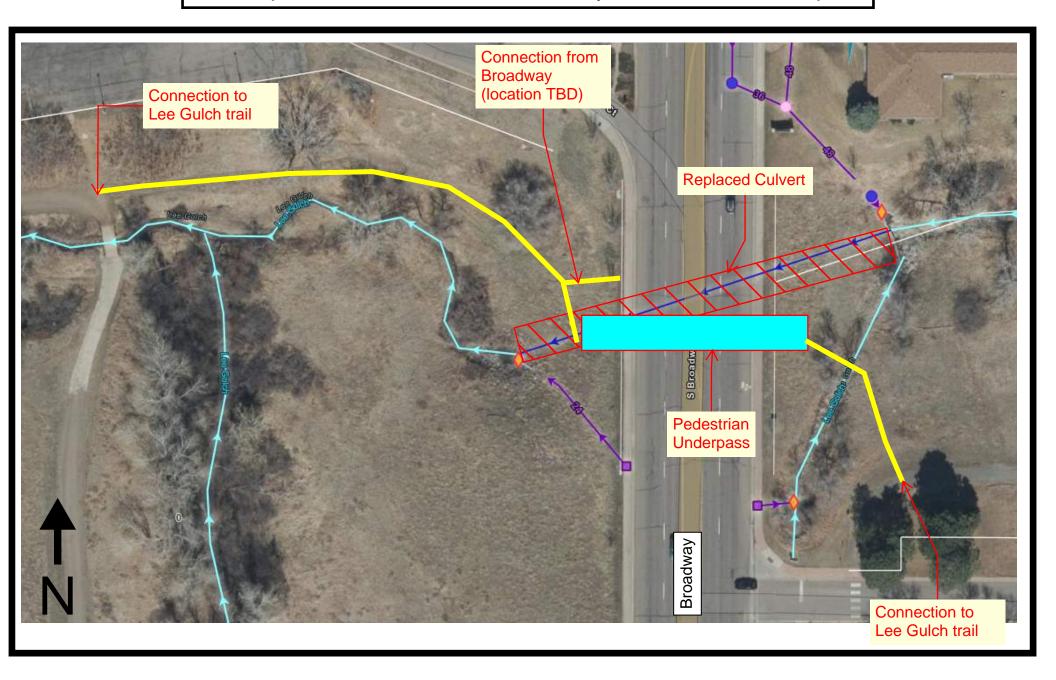


Trail Map showing detour at project location

Vicinity Map - Lee Gulch Trail at Broadway - Pedestrian Underpass

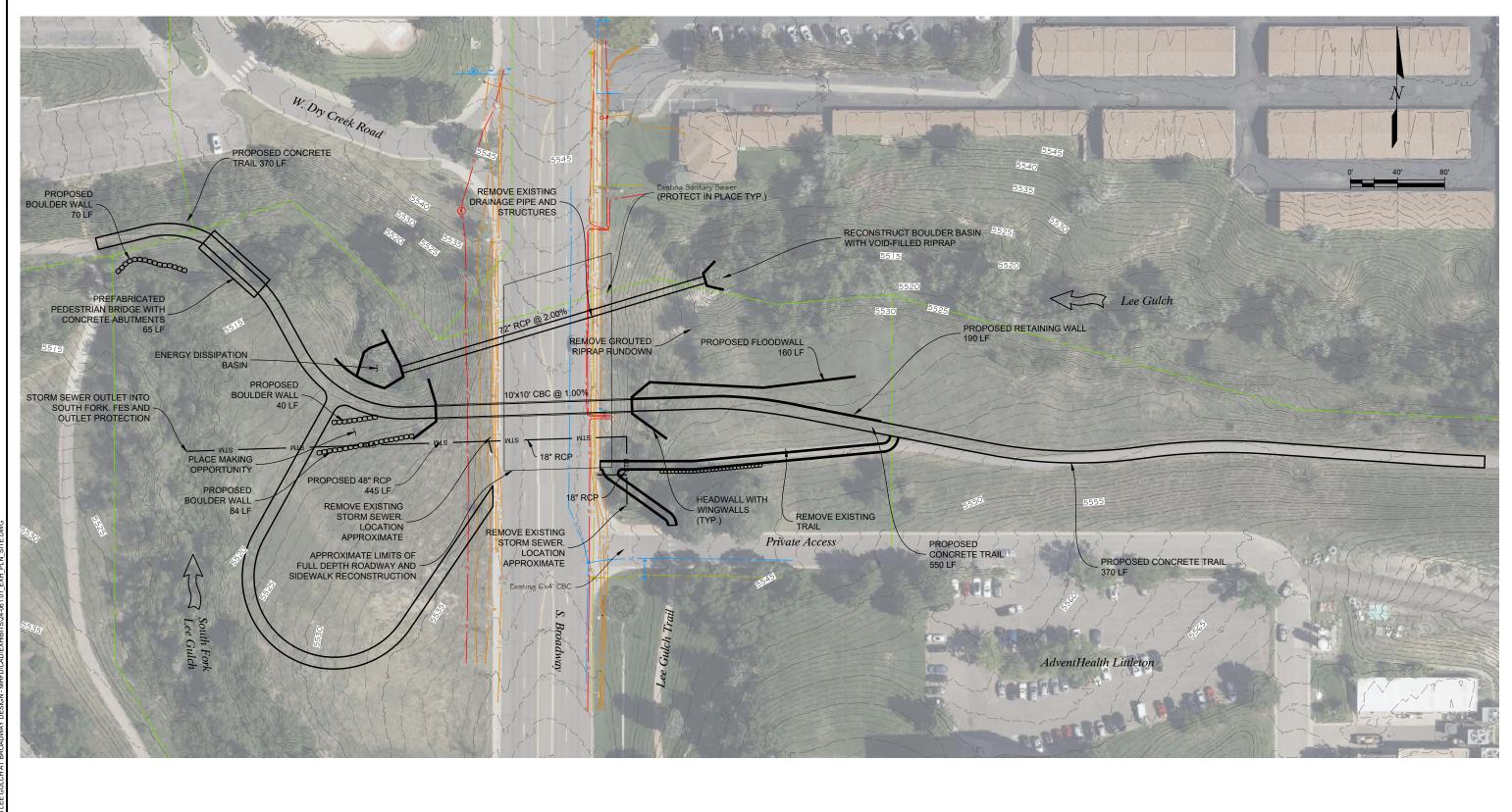


Site Map - Lee Gulch Trail at Broadway - Pedestrian Underpass



Application supplemental questions Lee Gulch Pedestrian Underpass

- 1. How long will Broadway traffic be interrupted during construction?
 - Broadway will be partial closed approximately 4 months. At least 2 lanes of traffic will remain open at all times, one lane northbound and one lane southbound.
 Culvert repairs alone would impact Broadway traffic 2 months, the additional pedestrian underpass adds approximately 2 months of traffic interruption at Broadway.
- 2. What are plans for revegetating the site after construction is completed?
 - SSPRD standard seed mix will be used for all uplands area. The intent will be natural vegetation that does not need irrigation. MHFD seed mix for riparian corridors will be used adjacent to the drainageway.
- 3. Where will the new pedestrian bridge be located? We didn't see this identified on the maps.
 - Please see attached plans. (Apologies I missed this)
- 4. What is the overall cost for the entire project (road work + trail work)?
 - o Total overall cost of the project is \$7,864,655.
 - Total project cost estimate is attached.
- 5. In the expense worksheet,
 - Who is performing construction management services? FYI, we can't fund agency staff time
 - Construction management services are being completed by subcontractor Muller Engineering.
 - O What does the line item for Establishment mean?
 - Establishment costs include the restoration final vegetation and temporary irrigation during regrowth. The line item of "final vegetation" is the material costs. Vegetation establishment involves preparing the soil, planting seeds, and caring for the plants until they are established over a 2-year restoration period.
 - Why does the budget include storm sewer removal? How does that relate to the trail/underpass portion of the project?
 - The existing inlets on Broadway currently outfall via storm sewer to Lee Gulch. The proposed location of the underpass require the storm sewer to be relocated. Culvert repairs do not require either the removal or relocation of the storm sewer and is an added cost strictly associated with the trail/underpass installation.



PLOTTED: 2/3/2025 12:57:21 PM

PREPARED UNDER THE SUPERVISION O

Contract ID 3120

DRAWN:

CHECKED:

PROJECT NO. 24-061.03

MULLER ENGINEERING COMPAN

SHEET REVISIONS

NO. DATE



LEE GULCH AT BROADWAY	
	DRAWING NO.
	SHEET NO.

Project Cost Estimate _ Lee Gulch At Broadway Culvert and Pedstrian Underpass Project **BID ITEM DESCRIPTION OF** PAY Qty **Unit Price** Total cost of bid item Trail % Share Trail \$ Share UNIT **BID ITEM** Mobilization LS 1 \$ 97,450 \$ 97,450 50% \$ 48.725 1 Surveying LS 1 \$ 38,084 \$ 38,084 25% \$ 9.521 2 3 **Temporary Erosion Control** LS 1 \$ 76,168 \$ 76,168 50% \$ 38,084 \$ Water Control LS 1 746,264 \$ 746,264 \$ 4 0% 5 Clearing and Grubbing AC 1.3 \$ 13.866 \$ 18.026 50% \$ 9,013 Tree Removal EΑ 10 \$ 1.184 \$ 11.840 \$ 6 50% 5,920 \$ 7 Traffic Control LS 1 222.028 \$ 222.028 50% \$ 111,014 \$ \$ Remove Asphalt Pavement SY 1670 95 \$ 159,318 8 50% 79.659 9 Remove Curb and Gutter 1 F 331 \$ 41 \$ 13.604 \$ 6,802 50% 10 Remove Concrete Sidewalk / Trail SY 221 \$ 99 \$ 21.901 50% \$ 10.951 Remove Boulder Rundown SF 500 \$ 50 \$ 24.925 0% \$ 11 Remove Storm Sewer 1 F 115 \$ 358 \$ 41.113 \$ 12 50% 20,556 13 Remove 66" Culvert I F 258 \$ 416 \$ 107,315 0% \$ \$ Road, Asphalt SY 170 \$ 283,399 \$ 14 1670 50% 141,700 15 Aggregate Base Course SY 1670 \$ 9 \$ 14.529 50% \$ 7.265 SY 221 \$ 265 \$ 58.565 \$ 16 Concrete Sidewalk, 6-Inch Thick 50% 29.283 \$ 483,360 \$ Concrete Trail, 6-Inch Thick SY 1824 265 \$ 483.360 17 100% Concrete Curb and Gutter with 2-Foot Pan LF 331 \$ 106 \$ 35.086 50% \$ 17,543 18 LF \$ Reinforced Concrete Pipe (RCP), Class IV, 66-Inch Diameter 258 1,802 \$ 464,800 0% \$ 19 20 Concrete Box Culvert, Precast, 10'W x 10'H LF 185 \$ 6.732 \$ 1,245,374 100% \$ 1,245,374 Concrete, Structural, Headwall / Wingwall CY 80 \$ 1.653 \$ 132,228 \$ 21 50% 66,114 \$ Type H Void-filled Riprap CY 95 293 \$ 27.835 0% \$ 22 LF \$ Channel Stabilization 150 \$ 45.000 23 300 0% \$ \$ Boulders, Grouted, 42-Inch SY 23 2.696 \$ 62.015 0% \$ \$ 25 Earthwork, Excavation and Fill On-Site CY 333 26 \$ 8,525 75% \$ 6,394 Earthwork, Excavation and Haul On-Site CY 3943 \$ 34 \$ 135,048 75% \$ 101,286 26 Earthwork, Excavation and Place On-Site CY 5730 \$ 26 \$ 151.272 \$ 27 75% 113.454 28 Earthwork, Spoils and Haul Offsite CY 4879 \$ 78 \$ 379,586 75% \$ 284.690 Reinforced Concrete Pipe (RCP), Class III, 48-Inch Diameter 1 F 450 \$ 924 \$ 415.890 \$ 29 50% 207,945 30 Reinforced Concrete Pipe (RCP), Class III, 18-Inch Diameter 1 F 50 \$ 575 \$ 28.725 50% \$ 14.363 Flared End Section, Reinforced Concrete Pipe (RCP), with Toe Wall, 48-Inc \$ 20.884 \$ 31 1 20.884 \$ 50% 10,442 Cast in Place Manhole FΑ 1 \$ 29,447 \$ 14,723 32 29,447 \$ 50% \$ EΑ 1 79.149 \$ 33 Precast Manhole, 8-Foot Diameter 79.149 \$ 50% 39,575 \$ \$ Precast Manhole, 7-Foot Diameter EΑ 1 59,866 29,933 34 59,866 \$ 50% \$ 35 Precast Manhole, 6-Foot Diameter EΑ 1 40.303 \$ 40,303 50% \$ 20,151

BID ITEM NO.	I DESCRIPTION OF BID ITEM	PAY UNIT	Qty	Unit Price	Tota	al cost of bid item	Trail % Share	Т	rail \$ Share
36	Type M Soil Riprap	CY	14	\$ 106	\$	1,484	0%	\$	-
37	Concrete, Structural, Retaining Wall	CY	86	\$ 1,246	\$	107,186	100%	\$	107,186
38	Concrete, Structural, Flood Wall	CY	95	\$ 2,120	\$	201,419	50%	\$	100,710
39	Single Stack Boulder Wall	LF	494	\$ 393	\$	194,364	100%	\$	194,364
40	Prefabricated Pedestrian Bridge, 65LF	LS	1	\$ 386,815	\$	386,815	100%	\$	386,815
41	Excavation, Muck, Replace with Approved Material	CY	100	\$ 158	\$	15,750	0%	\$	-
42	Final Revegetation	LS	1	\$ 10,601	\$	10,601	50%	\$	5,300
43	Topsoil, Excavate, Stockpile, and Replace	CY	1199	\$ 21	\$	25,359	50%	\$	12,679
44	Establishment, vegetation restoration	EA	1	\$ 134,438	\$	134,438	50%	\$	67,219
45	CM Services	EA	1	\$ 336,098	\$	336,098	50%	\$	168,049
46	Final Design*	EA	1	\$ 672,190	\$	672,190	0%	\$	-
	Total Costs				\$	7,864,624		\$	4,216,159

^{*50/50} on design, but not an ACOS reimburseable cost

Total Project Cost	\$ 7,864,625
Contingency 15%	\$ 1,179,694
	\$ 9,044,319

^{*}Contingency not an ACOS reimburseable cost