The Arapahoe County Board of County Commissioners typically holds weekly Study Sessions on Monday and Tuesday. Study Sessions (except for Executive Sessions) are open to the public and items for discussion are included on this agenda. Agendas (except for Executive Sessions agendas) are available through the Commissioners’ Office or through the County’s web site at www.arapahoegov.com. Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noticed on this agenda. In particular, the Board typically schedules time each Monday under “Committee Updates” to discuss a wide range of topics. In addition, the Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings. Questions about this agenda? Contact the Commissioners’ Office at 303-795-4630 or by e-mail at commissioners@arapahoegov.com

Study Session Topics

9:00 A.M.  Calendar Updates (WHR)
BoCC Administration Manager

9:45 A.M.  BOCC Updates (WHR)
Board of County Commissioners

11:00 A.M.  E-Team Update (WHR)
David Bessen,
Chair, E-Team
Director, Information Technologies

11:30 A.M.  *Dove Valley Regional Park Purchase Waiver Request (WHR)
Discussion of a request from Open Spaces for approval from the Board of County Commissioners for a Waiver per the Purchasing Policies to procure Wenk and Associates, a Landscape Architecture consultant with engineering subs, for preparation and approval of Location and Extent (L&E) Plan and design of construction documents from 30% to 100% for construction of Dove Valley Regional Park Master Plan Park improvements

Request: Information/Direction

Roger Harvey, Planning Administrator, Open Spaces
Shannon Carter, Director, Open Spaces and Intergovernmental Relations
Keith Ashby, Purchasing Manager, Finance
1:00 P.M.  *Arapahoe County Cultural Council 2019/2020 Tier III Recommendations (WHR)
Discussion of a request from the Arapahoe County Cultural Council (ACCC) Scientific and Cultural Facilities District (SCFD) to present Tier III 2019/2020 funding recommendations and to make any suggested changes, prior to the Public Hearing set for July 9, 2019

Request: Information/Direction

Carol Zsako, Business Associate III, Community Resources
Kirk Bateman, Chair, Arapahoe County Cultural Council
Linda Haley, Housing and Community Development Division Manager, Community Resources
Don Klemme, Director, Community Resources
Todd Weaver, Budget Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

STUDY SESSION BSR WITH ALLOCATIONS FOR 6-24-19.PDF

2:00 P.M.  Steering Committee Meeting - Shannon Carter (BoCC Conference Room)
Board of County Commissioners

3:00 P.M.  *Drop In (WHR)
Board of County Commissioners

1. Request For Sheriff To Sign Awards Banquet Contracts
Discussion of a request to allow Sheriff Tyler Brown to sign contracts for the location (Broncos Stadium) and food for the Employee Awards and Appreciation Banquet scheduled for September 13, 2019

Request: Information/Direction

Olga Fajaros, Sheriff's Finance Manager, Sheriff's Office
Rich Anselmi, Lieutenant, Sheriff's Office
Tyler S. Brown, Sheriff
Keith Ashby, Purchasing Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

EMPLOYEE AWARDS 2019.DOC
AGREEMENT 9.13.PDF

3:20 P.M.  *Executive Session (WHR)
Executive Study Session and County Attorney Administrative Meeting [Section 24-6-402 (4)C.R.S.](As required by law, specific agenda topics will be announced in open meeting
Arapahoe County is committed to making its public meetings accessible to persons with disabilities. Assisted listening devices are available. Ask any staff member and we will provide one for you. If you need special accommodations, contact the Commissioners’ Office at 303-795-4630 or Relay Colorado 711.

Please contact our office at least 3 days in advance to make arrangements.
Board Summary Report

Date: June 13, 2019

To: Board of County Commissioners

Through: Shannon Carter, Open Spaces and Intergovernmental Relations Director

From: Roger Harvey, Planning Administrator

Subject: Select Source Purchasing Waiver Approval
(Dove Valley Regional Park: Phase 1 Construction Document Design)

Direction/Information
Open Spaces is seeking approval from the Board of County Commissioners for a purchasing waiver to procure Wenk and Associates, a Landscape Architecture consultant with engineering subs, for preparation and approval of Location and Extent (L&E) Plan and design of construction documents from 30% to 100% for construction of Park improvements.

Request and Recommendation
Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to approve a purchasing waiver authorizing a select source purchase of Wenk and Associates.

Background
Dove Valley Regional Park Master Plan was completed by consultant Wenk and Associates and adopted by the Board in early 2016. The Master Plan addressed three main goals: renovate the original 52 acres, which are over 25 years old, fix irrigation system and reduce water and expand to County owned land to provide new recreation amenities for changing Dove Valley area. Subsequently, due to the Master Plan’s high probable cost Open Spaces contracted with Wenk to create a Phasing Plan. The Phasing Plan split the project into two Phases and separated out the Active Recreation elements from the Passive Recreation elements to comply the funding requirements for the Open Spaces Sales Tax. In 2018 Open Spaces requested and was granted a purchasing waiver request to allow Wenk, Associates design construction documents, and L&E plan to the 30% completeness level. Wenk and their sub-consultant Muller Engineering could only propose a fee to the 30% level due to the size and scope of the project and so many unknown elements in stormwater regulation, and engineering unknowns.

We are now at the 30% level. The Location and Extent plan 1st submittal is occurring with comments due back in July. We have now formed a complete understanding of the design requirements from SEMSWA, ACWWA, County Engineering and Planning and Fire Dept. for Wenk to move forward with a full proposal to take the project from 30% to 100% approved Construction Documents. Including: 16 coordination meetings, Planning Commission Meeting, cost estimates, review coordination, Bid Tab with Bid Specifications and Location and Extent Plan, water line and sewer line plans for ACWWA, plans and approval of minor Subdivision replating. Open Spaces now would like to move forward with Wenk for completion of all steps necessary to advertise the project for construction by early 2020 and contract with a construction company to build Phase 1 in 2020, completing in 2021.

Links to Align Arapahoe
Improve Park, Trail and Open Space Opportunities
Optimize Use of Resources
Enhance Quality of Life
Discussion
Wenk and Associates, a Colorado landscape Architecture firm and their irrigation sub, Applied Design was selected to complete the Dove Valley Regional Park Master Plan in 2014 through a competitive RFP proposal process. We then conducted a waiver to have them complete a Phasing Plan and Irrigation Analysis and to take the project from conceptual design to 30% construction documents to discover the many unknowns so a full proposal could be proposed. Open Spaces has been very pleased with the work, professionalism and product. Wenk has done many large-scale park projects of this complexity and scale. Muller Engineering, their sub, was request by Open Spaces and is a highly competent Engineering firm who has worked for and with SEMSWA on many County projects and has extensive experience with County stormwater regulations. Wenk has the background knowledge, information and skills to efficiently create the construction documents and L&E Plan. To attempt to go out for bid to consultants without this extensive knowledge would be difficult, if not impossible. The construction elements and historic knowledge could not be easily relayed through a RFP, making any competitive bid process very difficult, time-consuming and more costly; when a consultant has unknowns and is unsure on design and engineering elements they will price this unknown higher.

The initial proposal from Wenk to take the project to 30% was for $389,954. The current proposal (attached) for 30%-100% is $789,524; the total for all Engineering, L&E, Easements, Surveying, Traffic Study, Utilities, Bid documents and more = $1,179,478.00. This amount is very in-line with current design/engineering costs as a percentage of the total estimated cost; with Design/engineering costing around 10% of total construction costs, depending on complexity. The total Phase 1 costs at the 30% level have been estimated at $15,268,956. Wenk’s cost is at 8% of total cost.

By utilizing Wenk Open Spaces can continue to move forward with design/Engineering quickly to stay on track for park construction in 2020.

Alternatives
Approve, modify or deny the request.

Fiscal Impact The cost of the proposed consultant work: Fee Summary: $789,524 paid out of 284800700 cost center.

Reviewed By:
County Attorney’s Office, Purchasing Division and the Finance Department.
Shannon Carter, Open Spaces Director
Trudi Peepgrass, Sr. Purchasing Agent
Keith Ashby, Purchasing Manager
Tiffanie Bleau, Assistant County Attorney
DESCRIPTION OF PROJECT: Dove Valley Regional Park Expansion Phase 1 -100% Construction Document Design Services and Location and Extent Plan. In August 2015, Wenk and Associates Landscape Architects completed the Dove Valley Park Master Plan. Then in 2017, Wenk completed an Irrigation Assessment and Phasing Plan. Then in May 2019, Wenk completed the 30% design for the Dove Valley Regional Park Expansion Phase I. With the background and extensive knowledge of this park expansion project Open Spaces would like Wenk to move forward with completing Phase 1: 100% Design Services: Traffic and Civil Engineering, Irrigation Design and Pump Station design, Electrical engineering, Survey, Geotechnical Engineering, Arborist and Location and Extent Plan submittal and approval. -See attached proposal (dated May 13, 2019 revised) for more detail.

PRICE: $789,524        ANNUAL MAINTENANCE: $

FIXED ASSET Yes ☒ No ☐ FIXED ASSET #

COST CENTER # 284800700   G/L # 54360    IO #

JUSTIFICATION (Provide Vendor name, How were they selected, Why requesting to waive purchasing policy process): Wenk and Associates, a Denver area landscape Architecture firm and their irrigation sub, Applied Design were selected to complete the Dove Valley Regional Park Master Plan in 2014 through a competitive RFP proposal process. They completed the Master Plan in 2015 and an Irrigation and Phasing Plan in 2017. Open Spaces was very pleased with the work, moving forward with Wenk into the Design Development/Construction Document Phase will save enormous time and cost. Wenk has the background knowledge, information and skills to understand how to design and construct this project. To request proposals from consultants for a project of this scale and size with zero background would take an extensive and exhaustive writing of a RFP and process for any potential bidder to be able to understand and bid on this work. By selecting Wenk, this project can move forward more quickly and financially we know that Wenk's Design proposal is within the 7-10% design costs percent of construction cost; compared to estimated construction cost of $15,268,956. In addition, Wenk's sub., Applied Design also has the full understanding of the extensive irrigation system in the park and designed the future one to 30%, no other consultant will be more efficient. The engineer, Muller Engineering, was selected at our request, they have worked with the Open Spaces on our Ecological Park, Arapahoe Road Trailhead and Cherry Creek, they have extensive expertise and experience with County Stormwater referral agency SEMSWA and submittal process.
Requestor Name, Signature & Telephone Number

Elected Official/Department Head

Purchasing Manager

Comments:

Waiver approved, BoCC Reso #180600. Requestor to proceed with PO
Requestor to schedule BoCC Drop In & Create Board Summary Report

Yes ☐ No ☐

Janet Kennedy, Director of Finance (not to exceed $100,000)

Date

BOCC, Chair

Date

Per BoCC Resolution #180600 of 10/6/18, Purchasing Manager has authorization for sole approval up to $100,000 plus exemptions to Contract Extensions

Revised 2/21/19
Mr. Roger Harvey  
Open Space Planning Administrator  
Arapahoe County Open Spaces  
6934 S. Lima Street, Suite A  
Centennial, CO 80112  

May 13, 2019 (Revised)  

RE: Dove Valley Regional Park Expansion, Phase 1 - 100% Construction Document Design Services

Dear Roger,

Wenk Associates is pleased to submit our proposal for design services for the 100% Construction Documents for Phase 1 Improvements for the Dove Valley Regional Park Expansion. We will provide 60%, 90%, and 100% Bid Documents based on the 30% design. Our team in support of these services includes:

- Muller Engineering: Traffic and Civil Engineering
- Applied Design: Irrigation Design and Pump Station Design
- Ackerman Engineering: Electrical Engineering
- Topographic Land Surveyors: Easements

In addition, we have included allowances for potholing, utility surveying and structural engineering.

We have included a scope of services for your review. Our total team fee for this scope of work is $789,524. The proposed fees will be provided on an hourly basis. Once authorized, we will begin services outlined. Following 100% Construction Documents, we will submit an amendment for the continuation of design services for the construction observation phase. We anticipate the work on the 100% Construction Documents to be complete by early 2020.

We would be happy to discuss our proposal with you in greater detail, or to make clarifications as needed. We look forward to continuing our work with you on this project. Please feel free to call should you have any questions.

Sincerely,

Nicole Horst  
Principal

Arapahoe County may accept this proposal either by signature, oral assent, verbally authorizing Wenk Associates to begin providing services, or making any payments to Wenk Associates in consideration of services and any of the above modes of acceptance shall be deemed to incorporate all of the terms of this proposal into the contract between the parties thereby formed. To indicate your acceptance of this agreement and authorize Wenk Associates to proceed with the work, please sign and return one copy via email to myself and rhalme@wenkla.com to the attention of Rita Halme at our office.

__________________________________________________________________________  ________________
Signature and Title      Date

Dove Valley Regional Park Expansion - Phase 1
100% Construction Documents
Exhibit One: Scope of Services

The Wenk Associates Team will provide 100% construction documents for Phase 1 improvements of the Dove Valley Regional Park Master Plan. Phase 1 improvements include modifications to the irrigation system, a new irrigation pond, the roadway connection from the existing parking lot to Broncos Parkway, intersection improvements at Broncos Parkways, parking areas, the community lawn, the challenge course, playground, the dog park, picnic area overlooks at the pond, water quality areas, and overlot grading for the future championship field and youth fields, and site lighting along the roadway. The design team will coordinate with the selected wheel park consultant, who will be under a separate contract with the County. Coordination on the wheel park will include water quality areas, seeding, entrances, and fencing in that area.

The park design has been performed through 30% Construction Documents and an internal progress document package has been submitted to the County for review. The draft L&E Submittal has been prepared as part of the 30% design submittal, including the drainage report. We will submit the L&E once the County Open Space staff has reviewed and agrees it is complete and ready. A draft drainage report has been completed and will be included in the L&E submittal. We anticipate up to (4) L&E resubmittals and coordination efforts with the various agencies as part of this scope of work.

Based on the scope submitted through 30% Construction Documents the following scope and tasks are anticipated in the preparation of the final Construction Documents and are broken out by sub-consultant.

100% Construction Documents Tasks:

Wenk Associates Tasks:
- Facilitate and Attend Meetings, including preparation of meeting agendas and summaries. Meetings include:
  - Up to (6) Meetings with SEMSWA, ACWWA, or other agencies
  - Up to (10) Progress Coordination Meetings with County
  - (4) County Design Review Meetings at 30%, 60%, 90%, and 100%
  - (1) Planning Commission Meeting
  - (1) TSAAB Meeting
  - (2) Coordination Meetings with Wheel Park Consultant
- Project Management and Team Coordination
- Coordination and responses to L&E Submittal, assume 4 resubmittals
- Coordination with Review Agencies and Design Team
- Develop playground design
- Update Existing Condition Plans
- Prepare and Update Site Demolition Plans
- Update Grading Base and develop spot grades for key features
- Coordination of grading plans with Muller Engineering
- Update layout and materials plans to reflect final design
- Update site sections
- Prepare site specific details, including dog park, challenge course, playground, and pond overlook
- Prepare planting plans and details
- Prepare Technical Specifications
- Prepare Final Bid Specifications, including coordination with Arapahoe County on Front End/General Conditions specifications, measurement and payment, and bid tab
- Develop 60%, 90%, and 100% Estimate of Probable Construction Costs
- Respond to comments and provide written responses as required
- Prepare bid tab at 100% submittal
- Perform quality control reviews

Muller Engineering Tasks:
- Project management, coordination, and attend meetings.
- Miscellaneous traffic study related services including:
  - Attend a pre-study meeting with County staff
  - Perform requested miscellaneous traffic study updates
  - Perform turning template analysis for fire access and SEMSWA maintenance vehicle access
- Visit the site to confirm existing conditions and improvement compatibility.
- Prepare and coordinate general civil design notes with the design team.
- Identify/review site demolition requirements and coordinate with the design team.
- Update site grading and utility plans.
- Update site roadway typical sections, project control, geometry, profiles, and details.
- Update parking lot design and plans.
- Prepare intersection and ramp details for all pedestrian ramps, maintenance access ramps, and the E. Broncos intersection as it is currently configured in the 30% construction plans.
- Prepare signing and pavement marking design and plan sheets.
- Prepare concrete path design, control, and profile plan sheets.
- Prepare stand-alone waterline improvement plans:
  - Between 1,000 to 2,000 lf of potable waterline main improvements will be designed and coordinated with Arapahoe County Water and Wastewater Authority (ACWWA). Muller will perform coordination, attend meetings, prepare design plans for the potable waterline main and service connections, prepare submittals, revise plans as needed to achieve approval, and define easement boundaries. Minor valve box adjustments and service line connections to the existing raw waterline will also be shown on the construction plans. Relocation of the raw waterline is not included in the scope of work. All work will be performed in accordance with ACWWA standards and criteria. A water study is anticipated to be required for the potable waterline improvements and is included in the scope of work.
  - Prepare sanitary sewer design plan and profiles, notes, and details sheets.
    - An existing sanitary sewer is located within the project site and may require minor manhole adjustments. This line may be owned by ACWWA and Muller will perform coordination, attend meetings, prepare design plans for manhole adjustments, achieve approval, and define easement boundaries. Improvements to the existing sanitary sewer main and/or service lines is not anticipated or included in the scope of work. All work will be performed in accordance with ACWWA standards and criteria.
- Prepare storm sewer design and plan sheets.
- Prepare water quality treatment design and plan sheets.
  - Muller will prepare final water quality treatment design and construction plans. It’s likely that a majority of the site treatment can be provided in the adjacent regional Pond W5 owned by SEMSWA. Muller will coordinate final design requirements with SEMSWA and Arapahoe County.
- Prepare miscellaneous site details not provided for in the County Standard Details (i.e. around the irrigation pond, typical path sections, etc.)
- Update Arapahoe County standard details sheets.
- Update the Phase III drainage study to reflect the final design improvements.
- Update the drainage plans to reflect the final design improvements.
- Prepare GESC plans, separated for initial, interim and final construction.
- Prepare O&M plans and report in accordance with the County and SEMSWA criteria.
- Tabulate quantities and prepare Engineer’s Estimate of Probable Cost.
- Perform quality reviews.
- Prepare document submittals and respond to review comments.

Engineering Assumptions/Exclusions:
Any services not listed/discussed in this proposal are considered “additional services”. The compensation for these services will be billed at the hourly rates. Additional services will not be performed without prior consent of the Owner. Some items which are not included in the scope of services, but may be required include:
1. Roadway design improvements on E. Broncos Parkway and S. Potomac Street. There have been discussions regarding potential acceleration, deceleration, and turning lanes on E. Broncos Parkway but no formal decisions has been made. It is possible that additional design related to these roadway improvements will be identified after the 30% review is completed.

2. An existing raw waterline is located within the site, but relocation of this waterline is not anticipated to be needed and is not included in the scope of work.

3. There do not appear to be any concrete structures in the conceptual design plan that would require custom structural engineering, therefore structural engineering is not included in these services.

**Applied Design Services Tasks:**

**Summary of understanding for irrigation design services:**

- All of the existing 1,816,000 Sq. Ft. of turf grass irrigation will be completely replaced with new.
- Approximately 250,000 Sq. Ft. of the existing irrigated turf grass will be converted to native grasses.
- Approximately 250,000 Sq. Ft. of additional Phase No.1 turf grass will receive permanent irrigation.
- Select native areas in the Phase No.1 expansion will receive temporary (establishment only) irrigation.
- The Phase No.2 over lot grading areas will receive temporary (establishment only) irrigation.
- A distribution main will serve all of the existing, Phase No.1 and future Phase No.2 areas of the Park.
- Pressure regulated sub mains will serve areas with common pressurization and precipitation requirements.
- Masterplan Area No.1 will be designed to facilitate the future conversion from athletic to passive turf.
- The anticipated construction value of the existing irrigation system replacement is $2,711,338.00.
- The anticipated construction value of the permanent Phase No.1 additional turf irrigation is $393,288.00.
- The anticipated construction value of the temporary irrigation for over lot areas is appx. $400,000.00

**60% Irrigation Tasks:**

- 30% submittal red line revisions
- Pressure regulation and control valve layout plan and detailing
- Secondary piping layout plan
- Revised opinion of probable construction costs
- Project coordination and review meetings (assumes 2)
- ACWWA Water Planning Coordination

**90% Irrigation Tasks:**

- 60% submittal red line revisions
- Secondary pipe sizing and friction loss analysis
- Equipment legends and schedules
- General installation notes
- Installation detailing
- Revised opinion of probable construction costs
- Project coordination and review meetings (assumes 2)

**100% Irrigation Tasks:**

- 90% submittal red line revisions
- Specifications section 02810
- Measurement and payment with quantity take offs
- Bid form preparation
- Final opinion of probable construction costs
- Project coordination and review meetings (assumes 2)

**Pump Station Design:**

- Pump Station Design Tasks to 100% drawings were included in the 30% scope of work. However, based on the 30% design, the pump enclosure is larger than anticipated. Additional structural engineering is included to accommodate the larger structure.

**Irrigation Assumptions:**
1. The Owner and maintenance organization will select the preferred product mix.
2. All improvements will be installed as Pantone 522 (purple non-potable).
3. If the irrigation pond and pond station are deleted from the project, ADS will prepare an additional scope of services to cover the water provider coordination and alternative point of connection detailing required.
4. If the site is served with CDPHE Regulation 84 reuse water the water provider will prepare the user plan to comply including any required agronomic rate calculation for the irrigation of native grasses on the site.

Ackerman Engineering / Electrical Engineering Tasks:
- 100% Final Drawings have been previously included in 30% scope. No additional tasks requested.

Rocksol / Geotechnical Tasks:
- See scope for 30% Design. No additional tasks requested.

Arborist Tasks:
- See scope for 30% Design. No additional tasks requested.

Topographic / Survey Scope of Work:
- Allowance for legal descriptions and exhibits for dedicated easements for the waterline and sewer lines through the park. Not to exceed $5,000.

Allowances:
The following allowances are included in the fee proposal:
- Potholing investigation $15,000
- Utility locates $40,000
- Site structural review $5,000

Products:
The following deliverables are included:
- 60%, 90%, and 100% Construction Document Submittal, including:
  - Cover Sheet
  - Phasing Plan
  - Existing Conditions Plans
  - Demolition Plans
  - Irrigation Salvage and Removal Plan
  - Grading/Utility Plans
  - Roadway Project Control Plans
  - Roadway Geometry Plans
  - Storm Sewer Layout Plans
  - Waterline Plan and Profile Plans
  - Sanitary Sewer Plan and Profile Plans
  - Water Quality Treatment Plans
  - GESC Plans
  - County Standard Detail Sheets
  - Materials and Layout Sheets
  - Site Sections
  - Site Details
  - Site Electrical Plans
  - Lighting and Photometric Analysis
  - Planting Plans and Details
  - Irrigation Plans and Details
  - Pump Station Plans and Details
  - Pump Station Power and Lighting Plan
  - Outline Specifications
• Standalone Waterline Improvement Plans for ACWAA
• Phase III Drainage Report
• Estimate of Construction Cost
• L&E Submittal for the full build out of the Park

Fees:
The fee breakdown by consultant is provided below. We reserve the right to reallocate fees among consultants if necessary.

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<tr>
<th>Consultant</th>
<th>Fee</th>
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<tr>
<td>Wenk Associates</td>
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<td>Muller Engineering</td>
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<td>Applied Design</td>
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<td>Potholing Allowance</td>
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**Total Team Fee** $789,524

Assumptions & Exclusions:

**Assumptions:**
1. All plan reports will be delivered to the Client in electronic format and one hard copy. Meeting notes, and cost estimates will be provided electronically. Plan Set submittals will be submitted electronically.
2. We reserve the right to transfer money between subconsultants and between tasks based on the total agreed contract price.
3. If the project is delayed beyond May 2020, we may request additional fees for 2020 billing rates.

**Exclusions**
- CLOMR/LOMR
- No-Rise detailed analyses, reports, or regulatory approvals
- Design of off-site improvements
- Environmental permitting (404 Permit) or Coordination
- Materials Management Plan
- Environmental Studies/Reports/Approvals
- Sound Studies or Reports
- FEMA reports or submittals
- Design and locating of grease traps and sand/oil interceptors.
- Construction Staking
- Title Company, Utility Company, Agency and Processing Fees
- Wetland Mitigation
- Groundwater Modeling/Mitigation
- Foundation underdrain/perimeter drain systems
- Major encumbrance permitting assistance
- Right of way dedication assistance
- No Restroom Building Design or architecture is included
- The client will pay all fees for required for the L&E submittal

End of Wenk Associates’ Proposal
Board Summary Report

Date: June 10, 2019
To: Board of County Commissioners
Through: Don Klemme, Director of Community Resources
Kirk Bateman, Chair of Arapahoe County Cultural Council
From: Carol Zsako, Business Associate III
Subject: Arapahoe County Cultural Council 2019/2020 SCFD Tier III Recommendations

Request and Recommendation
The purpose of this Study Session is to present the Arapahoe County Cultural Council (ACCC) Scientific and Cultural Facilities District (SCFD) Tier III 2019/2020 funding recommendations and to make any suggested changes, prior to the Public Hearing set for July 9, 2019.

Background
Tier III funding supports local art, cultural, scientific and historical organizations that benefit Arapahoe County’s citizens. The Arapahoe County share of the SCFD tax revenue is $1,948,942.92 with uncommitted funds from the previous year in the amount of $6,036.00. The total available for distribution for 2019 is therefore $1,954,978.92. The metro county’s share of SCFD tax revenue is 19.5 percent. The funds are derived from the 1/10th of 1 percent of sales tax collected in Adams, Arapahoe, Broomfield, Boulder, Denver, Douglas and Jefferson Counties. The funding is available to eligible scientific and cultural organizations through a competitive process.

Links to Align Arapahoe
The ACCC recommendations for use of these funds link to Align Arapahoe through Quality of Life by providing opportunities for Arapahoe County residents to access a variety of cultural opportunities and through Fiscal Responsibility by the appropriate use of these funds.

Discussion
Each year, the ACCC publicizes, receives and processes grant applications for funding allocations from Tier III of SCFD funds. It is the responsibility of the ACCC to review all applications and draft a recommendation for funding based upon a specific set of criteria. This year 84 operating requests and 31 project requests are recommended for allocation. Attached to this Board Summary Report is a summary of the ACCC’s recommendations. The ACCC did not encounter any controversial issues regarding the recommendations for funding.

Alternatives
The funding allocation recommendation to the SCFD ultimately is a Board of County Commissioners decision and can be revised to match the desire of the Board of County Commissioners.
Fiscal Impact
Because these are funds received through the SCFD, there is no fiscal impact to Arapahoe County.

Reviewed By:
The ACCC has reviewed all applications and recommends the 2019/2020 Tier III fund allocations.

Attachments
- Spreadsheet listing 2019/2020 recommended SCFD Tier III funding allocations as reviewed and approved at the Arapahoe County Cultural Council meeting held June 6, 2019.

Carol Zsako, Business Associate III
Kirk Bateman, Chair of Arapahoe County Cultural Council
Don Klemme, Director of Community Resources
Janet Kennedy, Director of Finance
Tiffanie Bleau, Assistant County Attorney
### SCFD 2019 Tier III Funding Plan - Arapahoe County

#### From District Office

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<th>2019 Funds Available</th>
<th>Uncommitted Funds from Previous Year</th>
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#### General Operating Support Requested and Recommended

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**PROJECT TOTAL**: $237,070.00 | $199,624.92

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Date: June 20, 2019

To: Board of County Commissioners

Through: Sheriff Tyler Brown

From: Lieutenant Rich Anselmi

Subject: Location Rental for Employee Awards and Appreciation Banquet

Request and Recommendation
Request the Board of County Commissioners to allow Sheriff Tyler Brown to sign contract for the location (Broncos Stadium) Appreciation Banquet scheduled for September 13th 2019.

Background
Since October 2018 the Sheriff’s Office has been working towards reorganizing our awards ceremony into a more appropriate ceremony and banquet so as to properly recognize not just our awardees but all of our employees. Several agencies around us follow this same model of conducting a more formal, off site ceremony, such as South Metro Fire, Douglas County Sheriff’s Office, and Greenwood Village Sheriff’s Office.

Links to Align Arapahoe
Having a higher quality awards ceremony supports our employees quality of life by properly recognizing them while involving their peers and family members in the event.

Discussion
In order to have this event off-site this year, we have elected to hold it at the Broncos Stadium at Mile High. The Sheriff will need to sign a facilities rental contract which will cost $3,000 in order to have the event there.

Alternatives
In conducting our research for this event we did a cost comparison and looked at the option of having a nicely catered event at the Arapahoe County Fair Grounds to save on cost. However, although the location would be free, the catering service quote (in this case Jim N’ Nicks) was nearly the same as Epicurian’s quote for the stadium. As such we felt like the much nicer atmosphere of the stadium would suit our event better and was not significantly more expensive.

Continuing to have our awards ceremony as we have been (cookies and lemonade at our headquarters) is an option, however, these have been lightly attended recently and the feedback
from employees is that they would like something nicer to recognize their hard, and often times heroic work.

**Fiscal Impact**

The cost of the facility rental will be about $3,000. The Sheriff’s Office has found funds to cover this event for this year out of budget savings in other areas and the employee fund.

**Concurrence**

**Attorney Comments**

**Reviewed By**

Richard Anselmi, Lieutenant, Office of Professional Services
Olga Fujaros, Finance Manager
Robert Stef, Chief of Support Services Bureau
Tyler Brown, Sheriff
STADIUM MANAGEMENT COMPANY, LLC
("SMC")
EVENT LICENSE AGREEMENT
BRONCOS STADIUM AT MILE HIGH

Date Issued: Sunday, May 19, 2019
Name of Licensee: Arapahoe County
Address of Licensee: 13101 East Broncos Parkway
                    Englewood, CO 80112
Event Contact: Rich Anselmi
Phone: 720.874.4096
Email: ranselmi@arapahoegov.com

Name of Event: Awards and Employee Appreciation Dinner
Event Date: Friday, September 13th, 2019
Setup Time: From 12:30pm to 5:30pm
Event Time: From 5:30pm to 9:30pm
Strike Time: From 9:30pm to 11:30pm
Number of Guests: 500
Stadium Area: United Club Level, East Lounge (Full use)

Fees:
Performance Deposit: $1,000.00
Due upon Execution of this Agreement
(Refunded 30 days following your event if no damages or ancillary services occur. Explained further in Section 7a)

License Fee for Use of Stadium Area
  Rental Fee $600.00
  Maintenance Fee $2,400.00
  Total Licensee Fee (packaged) $3,000.00 (Rental + Maintenance = Licensee Fee)

Total Estimated Ancillary Service Fees (packaged) $TBD

Additional event hours booked outside of the contracted timeline are $500.00 per hour, per event space.

Total $4,000.00

Please sign this Agreement where provided below and (if not sooner paid) either provide credit card information or attach your check in full payment of the Performance Deposit and other amounts (summarized above) due pursuant to the provisions of Section 7. Make check payable to Stadium Management Company, LLC. Licensee acknowledges and agrees to be bound by this Event License Agreement and the attached (i) Event License Agreement Terms and Conditions, and (ii) Rules for Outside Contractors. In addition, Licensee acknowledges receipt of a copy of the Stadium Rules (hereinafter defined) and agrees to observe all Stadium Rules.
AGREEMENT

1. **Use.** Subject to the provisions hereof, Licensee shall have the exclusive right to use the Stadium Area (the "Stadium Area") on the Event date (the "Event Date") at the Event time (the "Event Time") for the event (the "Event") at Broncos Stadium at Mile High (the "Stadium"), as such items are identified on the cover page hereof. SMC may, at any time, change the location of the Stadium Area, provided, however, that the new Stadium Area is comparable (or better) square footage and level of finish and (b) shall not affect Licensee's agreement with any Preferred Concessionaire.

2. **Event Diagram.** SMC and Licensee shall agree upon the Event Diagram and, upon mutual agreement, SMC and Licensee may make adjustments to the Event Diagram. Within seven (7) days prior to the Event, the Event Diagram shall be approved.

3. **Parking.** SMC shall provide, at no additional cost to Licensee, access to parking spaces at the Stadium for the number of guests identified on the cover page (the "Event Guests"). Each Event Guest shall be permitted to self-park a single, non-commercial passenger vehicle in a parking area designated by SMC. Parking privileges at the Stadium shall not constitute a bailee. SMC shall not be deemed to have custody of any parked vehicle or the contents thereof. Upon the request of Licensee, valet parking may be provided by SMC as an Ancillary Service, subject to the provisions of Section 6, Licensee may engage an Outside Contractor (hereinafter defined) to provide valet parking at the Stadium in a parking area designated by SMC.

4. **Food and Beverage Services.** Licensee acknowledges and agrees to separately contract food and beverage arrangements for the Event directly with the Exclusive Food and Beverage Partners. The food and beverage costs are in addition to the Payment Obligations (hereinafter defined). Licensee shall make all food and beverage arrangements for the Event through one of the Exclusive Food and Beverage Partners. If the Licensee desires to use a caterer other than Exclusive Food and Beverage Partners to provide food and beverage arrangements for the Event, Licensee shall pay SMC a fee of $16.50 per person attending such Event, which fee shall be reflected on the final invoice to Licensee, for the right to use such caterer. Licensee acknowledges and agrees that the location of the Stadium Area requires Licensee to use one of the Exclusive Food & Beverage Partners (defined below). SMC agrees to inform Licensee of any restrictions on selection of an Exclusive Partner. Licensee Parties (hereinafter defined) shall not bring into the Stadium or the Stadium Area any food or beverage products except for special food production items (for example, wedding cake) or such food and beverage products purchased from SMC or an Exclusive Partner. Licensee acknowledges and agrees that food and beverage products for the Event may not be donated by any party.

United Club Level (East or West Lounge):
Food Provider: Epicurean
Liquor License Ownership: Aramark

5. **Tables and Chairs.** SMC expects, but makes no representation or warranty, that an adequate number of tables and chairs will be available for the Event. If SMC does not have an adequate number of tables and chairs available for the Event, SMC agrees to notify Licensee of such shortage, and Licensee may either request additional tables and chairs from SMC or an Ancillary Service, subject to the provisions of Section 6, Licensee may engage an Outside Contractor (hereinafter defined) to provide tables and chairs for the Event.

6. **Ancillary Services.** SMC agrees to use commercially reasonable efforts to coordinate the providing of the Ancillary Services identified on the cover page at Licensee at fees determined by SMC and agreed to by Licensee. Licensee acknowledges that Licensee may be required to enter into separate agreements with third party providers of Ancillary Services, and SMC shall have no liability to Licensee for any party's failure to execute any such agreement. Fees for Ancillary Services shall be payable directly to SMC pursuant to the provisions of Section 7. Licensee acknowledges that the Estimated Ancillary Service Fees identified on the cover page (the "Estimated Ancillary Service Fees") are only estimates, and that SMC may determine, in the exercise of its sole and absolute discretion, the actual fee for any Ancillary Service. Any Ancillary Service requested by Licensee that is not identified on the cover page may be provided by SMC at a fee determined by SMC in the exercise of its sole and absolute discretion. SMC shall have the right to require an additional deposit from Licensee in consideration of providing any Ancillary Service and in such case, such additional deposit shall be added to and included within the Performance Deposit for all purposes hereunder. In the event that Licensee elects to use a third party (an "Outside Contractor") to provide services at the Stadium in connection with the Event, Licensee shall be responsible for Outside Contractor's compliance with the provisions of Schedule I attached hereto. In the event that Licensee elects to use an Outside Contractor to provide audiovisual services at the Event, Licensee shall pay SMC $750.00 per day (for up to ten hours of service) for the consulting services of SMC's technical engineer, plus an equipment fee to be determined by SMC, which fees shall be reflected on the final invoice to Licensee. Licensee understands and agrees that third-party providers of Ancillary Services are not and shall not be deemed agents of SMC.

7. **Deposit and Fees.**
   (a) As security for the prompt and full payment of all fees and other amounts payable under this Agreement by Licensee (collectively, the "Payment Obligations"), including, but not limited to, the License Fee, fees for Ancillary Services, Late Charges (hereinafter defined), interest, amounts due to SMC or its concessionaire(s) for food and beverage services, and as security for Licensee's full and faithful performance of its obligations hereunder, Licensee will, concurrently with the execution and delivery of this Agreement, deposit with SMC the amount set forth on the cover page as a performance
deposit ("Performance Deposit"). SMC hereby acknowledges receipt of the Performance Deposit in the amount indicated on the cover page. The Performance Deposit may be commingled with other funds of SMC and may be used by SMC for any business purpose. If, at any time during the term of this Agreement, any Payment Obligation is not promptly paid when due, then SMC may, without waiving any other remedy which it may have under this Agreement or which is otherwise provided at law or in equity, appropriate and apply all or any portion of the Performance Deposit to the payment of such outstanding Payment Obligation. After Licensee's right to use the Stadium Area has expired or is terminated, then SMC may, at its option, appropriate and apply the Performance Deposit, or so much thereof as may be necessary, to compensate SMC for any loss or damage sustained or suffered by SMC due to Licensee's breach. If Licensee complies with all terms and conditions of this Agreement, the Performance Deposit shall be returned to Licensee within thirty (30) days after the conclusion of the Event, less any costs and expenses incurred by SMC to repair the Stadium Area or to enforce the provisions of this Agreement. No interest will be paid on the Performance Deposit.

(b) If the date of execution and delivery of this Agreement is less than thirty (30) days prior to the Event Date, then concurrently with the execution and delivery of this Agreement, Licensee shall pay to SMC, the entire License Fee for Use of the Stadium Area identified on the cover page (the "License Fee") and fifty percent (50%) of the Estimated Ancillary Service Fees. The remaining fifty percent (50%) of the Estimated Ancillary Service Fees shall be due and payable thirty (30) days prior to the Event. The balance of the Payment Obligations shall be due and payable within ten (10) days after the final invoice is sent to Licensee.

(c) If the Event is scheduled for the month of December or if the date of execution and delivery of this Agreement is less than thirty (30) days prior to the Event Date, then concurrently with the execution of this Agreement, Licensee shall pay to SMC, the entire License Fee and one hundred percent (100%) of the Estimated Ancillary Service Fees. The balance of the Payment Obligations shall be due and payable within ten (10) days after the final invoice is sent to Licensee.

(d) In addition to the Payment Obligations, Licensee shall pay any sales, excise, privilege, rental, use, value added, transfer, property or other governmental taxes due on, with respect to, or pertaining to any Payment Obligation or on account of the use of the Stadium Area. Licensee acknowledges that the late payment of Payment Obligations will cause SMC to incur administrative costs and other damages, the exact amount of which would be impracticable or extremely difficult to ascertain. SMC and Licensee agree that if SMC does not receive payment of a Payment Obligation on or before five (5) days after the date payment is due, Licensee shall pay to SMC a late charge ("Late Charge") equal to five percent (5%) of the overdue amount to cover such additional administrative costs and other damages.

8. Cancellation.

(a) LICENSEE AGREES TO PROMPTLY NOTIFY SMC IN WRITING OF CANCELLATION OF THE EVENT. IN THE EVENT THAT LICENSEE NOTIFIES SMC OF THE CANCELLATION OF THE EVENT AT LEAST SIXTY (60) DAYS PRIOR TO THE EVENT DATE, THEN SMC SHALL HAVE THE RIGHT TO RETAIN THE PERFORMANCE DEPOSIT AND FIFTY PERCENT (50%) OF THE LICENSE FEE AS LIQUIDATED DAMAGES FOR SUCH CANCELLATION. IN THE EVENT THAT LICENSEE NOTIFIES SMC OF THE CANCELLATION OF THE EVENT LESS THAN SIXTY (60) DAYS PRIOR TO THE EVENT, THEN SMC SHALL HAVE THE RIGHT TO RETAIN THE PERFORMANCE DEPOSIT AND THE LICENSE FEE AS LIQUIDATED DAMAGES FOR SUCH CANCELLATION. IN ADDITION, WITHIN TEN (10) DAYS AFTER SMC INVOICES LICENSEE THEREOF, LICENSEE SHALL REIMBURSE SMC, FOR ANY OUT-OF-POCKET COSTS AND EXPENSES PAID BY SMC FOR THE ANCILLARY SERVICES. SMC SHALL FORWARD TO LICENSEE ANY REFUNDS OF SUCH COSTS AND EXPENSES RECEIVED BY SMC WITHIN THIRTY (30) DAYS AFTER SMC'S RECEIPT THEREOF.

(b) IF REQUIRED BY LAW, SMC AGREES TO SUBMIT THE EVENT DIAGRAM AND OTHER REQUIRED EVENT INFORMATION, DETAILS AND DOCUMENTS TO THE CITY AND COUNTY OF DENVER FIRE DEPARTMENT (THE "FIRE DEPARTMENT") FOR REVIEW AND APPROVAL OF THE EVENT. LICENSEE AGREES TO USE REASONABLE EFFORTS TO OBTAIN THE FIRE DEPARTMENT'S APPROVAL OF THE EVENT. SMC AGREES TO USE REASONABLE EFFORTS, AT NO OUT OF POCKET COST OR EXPENSE TO SMC, TO ASSIST LICENSEE WITH OBTAINING THE APPROVAL OF THE FIRE DEPARTMENT. IN THE EVENT THAT THE EVENT MUST BE CANCELED DUE TO FAILURE OF THE FIRE DEPARTMENT TO TIMELY APPROVE THE EVENT (IF SUCH APPROVAL IS REQUIRED BY LAW), SMC SHALL HAVE NO LIABILITY TO LICENSEE AND SHALL BE PERMITTED TO RETAIN ONE-HALF (1/2) OF THE PERFORMANCE DEPOSIT AND ONE-HALF (1/2) OF THE LICENSE FEE AS LIQUIDATED DAMAGES. IN ADDITION, WITHIN TEN (10) DAYS AFTER SMC INVOICES LICENSEE THEREOF, LICENSEE SHALL REIMBURSE SMC, FOR ANY OUT-OF-POCKET COSTS AND EXPENSES PAID BY SMC FOR THE ANCILLARY SERVICES. SMC SHALL FORWARD TO LICENSEE ANY REFUNDS OF SUCH COSTS AND EXPENSES RECEIVED BY SMC WITHIN THIRTY (30) DAYS AFTER SMC'S RECEIPT THEREOF.

(c) LICENSEE ACKNOWLEDGES AND AGREES THAT SMC MAY CANCEL THE EVENT AT ANY TIME AND FOR ANY REASON (OR NO REASON) UPON DELIVERY OF WRITTEN NOTICE (THE "CANCELLATION NOTICE") TO LICENSEE, PROVIDED THAT: (i) IN THE EVENT THE CANCELLATION NOTICE IS DELIVERED TO LICENSEE AT LEAST 60 DAYS PRIOR TO THE EVENT SMC SHALL RETURN THE (X) ESTIMATED ANCELLARY SERVICE FEES PAID BY LICENSEE, (Y) PERFORMANCE DEPOSIT AND (Z) LICENSE FEE TO LICENSEE WITHIN TEN BUSINESS DAYS AFTER DELIVERY OF THE CANCELLATION NOTICE; AND, (ii) IN THE EVENT THE CANCELLATION NOTICE IS DELIVERED TO LICENSEE LESS THAN 60 DAYS PRIOR TO THE EVENT SMC SHALL RETURN THE (X) ESTIMATED ANCELLARY SERVICE FEES PAID BY LICENSEE, (Y) PERFORMANCE DEPOSIT, AND (Z) LICENSE
FEES, AND SHALL PAY ONE-HALF (1/2) OF THE LICENSE FEE NOT TO EXCEED (i) $5,000.00 IF THE EVENT IS CANCELLED FOR A COMMERCYLA REASONABLE REASON, OR (ii) $10,000.00 IF THE EVENT IS CANCELLED WITHOUT A COMMERCYLA REASONABLE REASON FOR DOING SO WITHIN TEN BUSINESS DAYS AFTER DELIVERY OF THE CANCELLATION NOTICE AS LIQUIDATED DAMAGES FOR SUCH CANCELLATION.

(d) THE PARTIES HERETO EXPRESSLY AGREE AND ACKNOWLEDGE THAT THE NON-CANCELLING PARTY'S ACTUAL DAMAGES IN THE EVENT OF A CANCELLATION OF THE EVENT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN AND THAT THE AMOUNT OF THE LIQUIDATED DAMAGES SPECIFIED IN THIS SECTION 8 REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES. SMC AND LICENSEE AGREE THAT EACH LIQUIDATED DAMAGES PROVISION HEREIN SHALL NOT constitute A PENALTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 8, SMC AND LICENSEE AGREE THAT THE LIQUIDATED DAMAGES PROVISIONS SET FORTH IN THIS SECTION 8 ARE NOT INTENDED AND SHOULD NOT BE DEEMED OR CONSTRUCTED TO LIMIT IN ANY WAY LICENSEE'S INDEMNITY OBLIGATIONS HEREUNDER OR LICENSEE'S LIABILITY FOR BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO LICENSEE'S LIABILITY FOR DAMAGE TO THE STADIUM OR STADIUM AREA CAUSED BY ANY LICENSEE PARTY.

SMC'S INITIALS: ________ LICENSEE'S INITIALS: ________

9. Approval and Control of Entertainment, Equipment, Sound and Lighting. On the later of the date Licensee executes and delivers this Agreement to SMC or the sixtieth (60th) day prior to the date of the Event, Licensee shall deliver to SMC a detailed list and description of all entertainment, mechanical devices and/or equipment Licensee desires to present or use at the Event (collectively the "Requested Licensee Entertainment"). SMC reserves the right to approve or disapprove the Requested Licensee Entertainment in its sole and absolute discretion. Licensee shall not present or use any entertainment, mechanical devices and/or equipment at the Event unless approved in writing by SMC. Licensee shall not use any mechanical devices and/or equipment that produces fire or smoke, including, but not limited to, "fog machines". SMC shall have the right to limit the use of lighting and sound from any source within the Stadium Area, including, but not limited to, lamps, light fixtures, illuminated signs, televisions, stereos, speakers, amplifiers, radios and any other electronic devices.

10. Security. If SMC determines, in the exercise of its sole and absolute discretion, that additional security for the Event is necessary, then SMC may provide or engage a third party to provide additional security for the Event at Licensee's sole cost and expense.

11. Scope of License. This Agreement provides Licensee with only a limited license to use and obtain access to the Stadium and the Stadium Area for the limited purposes and at the limited times set forth in this Agreement and subject to all the terms and conditions of this Agreement. This Agreement does not confer upon Licensee any right, title, estate or interest in the Stadium, the Stadium Area, or the furniture, fixtures or equipment of SMC located therein. SMC specifically reserves the right, to be exercised according to its sole and absolute discretion, to use and permit others access to the Stadium and to permit others to use the Stadium Area to the extent the exercise of such reserved rights does not conflict with Licensee's right to use the Stadium Area in accordance with this Agreement.

12. Not an Offer. The submission of this Agreement to Licensee or any Licensee Party, does not constitute an offer to Licensee. This Agreement shall have no force and effect until (i) it is executed and delivered by Licensee to SMC and (ii) it is fully reviewed and executed by SMC; provided, however, upon execution of this Agreement by Licensee and delivery to SMC, such execution and delivery by Licensee shall, in consideration of the time and expense incurred by SMC in reviewing the Agreement, constitute an offer by Licensee to enter into this Agreement upon the terms and conditions set forth herein (which offer shall be irrevocable for twenty (20) business days following the date of delivery to SMC).

13. Force Majeure. SMC shall be excused from the performance of any obligation of SMC hereunder during and for so long as SMC's performance is prevented by force majeure including, but not limited to, Acts of God, weather conditions, war or other national emergency, any civil disturbance, strikes or labor disputes against SMC or its contractors, unavailability of materials or labor to or its contractors, or shortage of materials or labor or transportation facilities, or the orders or directives of any court or government agency.

14. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:
(a) "Ancillary Services" shall mean any services generally provided in connection with catered events but not directly involving food and beverage service including, by way of example, valet services, coat checking, photography, entertainment, floral arrangements, decorations, lighting, staging, audio or visual sound systems, special food production items (e.g., wedding cake).
(b) "Broncos" shall mean PDB Sports, Ltd., a Colorado limited partnership d/b/a the Denver Broncos Football Club.
(c) "Event Diagram" shall mean the layout design of the Stadium Area, including, but not limited to, the placement of tables and chairs, as approved by SMC.
SMC:

Stadium Management Company, LLC, 
a Colorado limited liability company

Signature: ___________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

LICENSEE:

Arapahoe County

Signature: ___________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Venue Address:

Broncos Stadium at Mile High
Stadium Management Company, LLC
1701 Bryant Street, Suite 700
Denver, CO 80204

Checks are payable to Stadium Management Company, LLC.
Please indicate the name of contract licensee & event date on the check.
The Performance Deposit is fully refundable 30 Days following your event if no damages or ancillary services occur. The Performance Deposit Refund is NOT submitted prior to 30 days post event.