Agenda for the
Regular Meeting of the
Englewood City Council
Monday, February 2, 2015
7:30 pm

Englewood Civic Center – Council Chambers
1000 Englewood Parkway
Englewood, CO  80110

1. Call to Order.

2. Invocation.

3. Pledge of Allegiance.

4. Roll Call.

5. Consideration of Minutes of Previous Session.

6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
   a. Drew Gaiser, an Englewood resident, will be present address Council on the Englewood Fire Department.
   b. Cassandra Letkomiller, an Englewood resident, will be present to address Council on the Englewood Fire Department options.
   c. Ida Mae Nicholl, an Englewood resident, will be present to address Council on the Englewood Fire Department options.
   d. James Jordan, an Englewood resident, will be present to address Council on the Englewood Fire Department options.
   e. Dennis Witte, an Englewood business owner, will be present to address Council on Englewood Fire Department options.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment.

8. Communications, Proclamations, and Appointments.
   a. A resolution reappointing Andy Berger to the Election Commission.
   b. A resolution appointing Peggy Boggard-Lapp to the Code Enforcement Advisory Committee.
   c. A resolution appointing Gary Bowman to the Urban Renewal Authority.
   d. A resolution appointing Chris Diedrich to the Transportation Advisory Committee.
   e. A resolution reappointing Ron Fish the Planning and Zoning Commission.
   f. A resolution appointing Randal Friesen to the Board of Adjustment and Appeals.
   g. A resolution reappointing Earl Huff to the Malley Center Trust Fund.
   h. A resolution appointing Patrick Madrid to the Planning and Zoning Commission.
   i. A resolution appointing Linda Merkl to the Public Library Board.
   j. A resolution appointing Writer Mott to the Board of Adjustment and Appeals.
   k. A resolution appointing Writer Mott to the Liquor and Medical Marijuana Licensing Authority.
   l. A resolution recommending the appointment of Colleen Nebel as an alternate to the Englewood Housing Authority.
   m. A resolution appointing Karl Onsager to the Code Enforcement Advisory Committee.
   n. A resolution appointing Laura Phelps Rogers to the Alliance for Commerce in Englewood.
   o. A resolution appointing David Pittinos as an alternate member of the Planning and Zoning Commission.
   p. A resolution appointing Aaron Reid to the Code Enforcement Advisory Committee.
   q. A resolution reappointing Jennifer Scoggins to the Keep Englewood Beautiful Commission.
   r. A resolution appointing Kristin Skelton as an alternate member of the Cultural Arts Commission.
s. A resolution reappointing Peter Smith to the Transportation Advisory Committee.

t. A resolution appointing Jenny Todd as a member of the Keep Englewood Beautiful Commission.

u. A resolution appointing Jenny Todd to the Urban Renewal Authority.

v. A resolution appointing Karen Vigliano to the Alliance for Commerce in Englewood.

w. A resolution reappointing Bruce Werner to the Keep Englewood Beautiful Commission.

x. A resolution appointing Jedidiah Williamson to the Board of Adjustment and Appeals.

y. A resolution reappointing James Woodward to the NonEmergency Retirement Plan Board.

z. A resolution appointing James Woodward as an alternate to the Urban Renewal Authority.

9. Consent Agenda Items

a. Approval of Ordinances on First Reading.

b. Approval of Ordinances on Second Reading.

c. Resolutions and Motions.


11. Ordinances, Resolutions and Motions.

a. Approval of Ordinances on First Reading.

b. Approval of Ordinances on Second Reading.

   i. Council Bill No. 1, authorizing amendments to Title 16: Unified Development Code regarding Bulk Plane Requirements.

   ii. Council Bill No. 2, authorizing an amendment to the Intergovernmental Agreement with the Regional Transportation District for cost sharing for operation of the “Art” shuttle for 2015.

   c. Resolutions and Motions.

      i. Recommendation from the Fire Department to approve a resolution authorizing the application for an Emergency Medical and Trauma Services Grant from the Colorado Department of Public Health and Environment for the purchase of various pieces of emergency medical services equipment. Staff Source: Andrew Fox, Acting Assistant Chief of Support Services.
ii. Recommendation from the Community Development Department to approve, by motion, an agreement for management, operation and maintenance of the art shuttle for 2015. Staff further recommends award the contract to the lowest acceptable bidder, MV Public Transportation, Inc., in the amount of $263,773. **Staff Source: Harold J. Stitt, Senior Planner.**

12. General Discussion.
   
   a. Mayor’s Choice.
   
   b. Council Members’ Choice.


15. Adjournment.
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION REAPPOINTING ANDY BERGER TO THE ELECTION COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Election Commission is charged with recommending to City Council rules and regulations with respect to municipal elections; and

WHEREAS, Andy Berger is a current member of the Englewood Election Commission; and

WHEREAS, Andy Berger’s current term expired February 1, 2015; and

WHEREAS, Andy Berger has applied for reappointment to the Englewood Election Commission for another term; and

WHEREAS, the Englewood City Council desires to reappoint Andy Berger to the Englewood Election Commission for another term;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Andy Berger is hereby reappointed to the Election Commission for the City of Englewood, Colorado. Andy Berger’s term will be effective immediately and will expire February 1, 2019.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: ____________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2015.

______________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION APPOINTING PEGGY BOGGARD-LAPP TO THE CODE ENFORCEMENT ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, Peggy Boggard-Lapp has applied to serve as a member of the Englewood Code Enforcement Advisory Committee; and

WHEREAS, the Englewood City Council desires to appoint Peggy Boggard-Lapp to the Englewood Code Enforcement Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Peggy Boggard-Lapp is hereby appointed to the Englewood Code Enforcement Advisory Committee. Peggy Boggard-Lapp’s term will be effective immediately and will expire July 1, 2016.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST:

_____________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. ______, Series of 2015.

_____________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING GARY BOWMAN TO THE URBAN RENEWAL AUTHORITY FOR THE CITY OF ENGLEWOOD.

WHEREAS, the Englewood Urban Renewal Authority has the statutory authority to undertake projects which it finds necessary for the physical development of municipal land use including the improvement of areas within the City; and

WHEREAS, there is a vacancy on the Englewood Urban Renewal Authority; and

WHEREAS, Gary Bowman has applied to serve as a member of the Englewood Urban Renewal Authority; and

WHEREAS, the Mayor desires to appoint Gary Bowman as a member of the Englewood Urban Renewal Authority; and

WHEREAS, the Englewood City Council supports the Mayor's appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Gary Bowman is hereby appointed to the Englewood Urban Renewal Authority. Gary Bowman's term will be effective immediately and shall expire February 1, 2020.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: ____________________________
        Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2015.

_______________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION APPOINTING CHRIS DIEDRICH TO THE ENGLEWOOD TRANSPORTATION ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Transportation Advisory Committee has been established as an advisory committee focused on transportation issues in the City of Englewood and shall seek to promote close cooperation between the City, individuals, businesses, institutions and agencies concerned with transportation related activities; and

WHEREAS, the Englewood Transportation Advisory Committee was established by the Englewood City Council with the passage of Ordinance No. 65, Series of 2001; and

WHEREAS, there is a vacancy on the Englewood Transportation Advisory Committee; and

WHEREAS, Chris Diedrich has indicated his interest in serving as a member of the Englewood Transportation Advisory Committee; and

WHEREAS, the Englewood City Council desires to appoint Chris Diedrich to the Englewood Transportation Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Chris Diedrich is hereby appointed to the Englewood Transportation Advisory Committee for the City of Englewood, Colorado. Chris Diedrich’s term will be effective immediately and will expire February 1, 2019.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: ____________________________________________________________________________
                    Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. ______, Series of 2015.

__________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION REAPPOINTING RON FISH TO THE PLANNING AND ZONING COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Planning and Zoning Commission makes recommendations to City Council regarding the master plan, the comprehensive zoning ordinance, proposed subdivisions and capital improvements; and

WHEREAS, Ron Fish is a current member of the Englewood Planning and Zoning Commission; and

WHEREAS, Ron Fish's current term expired February 1, 2015; and

WHEREAS, Ron Fish has applied for reappointment to the Englewood Planning and Zoning Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Ron Fish is hereby reappointed to the Englewood Planning and Zoning Commission. Ron Fish’s term will be effective immediately and will expire February 1, 2019.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: ___________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2015.

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Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING RANDAL FRIESEN TO THE BOARD OF ADJUSTMENT AND APPEALS FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Board of Adjustments and Appeals has the authority to hear and determine appeals from the refusal of building permits and other decisions regarding the enforcement of the zoning regulations, to make exceptions to the zoning regulations and to authorize variances from the strict application of zoning regulations; and

WHEREAS, there is a vacancy in the Englewood Board of Adjustment and Appeals; and Randal Friesen has applied to serve as a member of the Englewood Board of Adjustment and Appeals; and

WHEREAS, the Englewood City Council desires to appoint Randal Friesen to the Englewood Board of Adjustment and Appeals;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Randal Friesen is hereby appointed to the Englewood Board of Adjustment and Appeals. Randal Friesen’s term will be effective immediately and will expire February 1, 2019.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: __________________________
    Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2015.

Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION REAPPOINTING EARL HUFF TO THE MALLEY CENTER TRUST FUND FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Malley Center Trust Fund was established for the use and benefit of the Englewood Senior Citizen Recreation Center known as the Elsie Malley Centennial Center; and

WHEREAS, the Trustees recommend to the City Council appropriations from the Trust Fund for the use and benefit of the Elsie Malley Centennial Center; and

WHEREAS, Earl Huff is a current member of the Malley Center Trust Fund; and

WHEREAS, Earl Huff's current term expires February 1, 2015; and

WHEREAS, Earl Huff has applied for reappointment to the Malley Center Trust Fund for another term;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Earl Huff is hereby reappointed to the Malley Center Trust Fund for the City of Englewood, Colorado. Earl Huff's term will be effective immediately and will expire February 1, 2018.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: ____________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2015.

Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION APPOINTING PATRICK MADRID TO THE PLANNING AND
ZONING COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Planning and Zoning Commission makes recommendations to
City Council regarding the master plan, the comprehensive zoning ordinance, proposed
subdivisions as well as capital improvements; and

WHEREAS, there is a vacancy on the Englewood Planning and Zoning Commission; and

WHEREAS, Patrick Madrid has applied to serve as a member of the Englewood Planning and
Zoning Commission; and

WHEREAS, the Englewood City Council desires to appoint Patrick Madrid to the Englewood
Planning and Zoning Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Patrick Madrid is hereby appointed to the Englewood Planning and Zoning
Commission. Patrick Madrid’s term will be effective immediately and will expire February 1,
2019.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: __________________________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. ______, Series of 2015.

Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING LINDA MERKL TO THE PUBLIC LIBRARY BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Public Library Board prepares and recommends to City Council a master plan for the development and maintenance of the City library system as well as policy issues; and

WHEREAS, there is a vacancy on the Englewood Public Library Board; and

WHEREAS, Linda Merkl has applied to serve as a member of the Englewood Public Library Board; and

WHEREAS, the Englewood City Council desires to appoint Linda Merkl to the Englewood Public Library Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Linda Merkl is hereby appointed to the Englewood Public Library Board. Linda Merkl’s term will be effective immediately and will expire February 1, 2019.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: __________________________
 Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2015.

______________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING WRITER MOTT TO THE BOARD OF ADJUSTMENT AND APPEALS FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Board of Adjustments and Appeals has the authority to hear and determine appeals from the refusal of building permits and other decisions regarding the enforcement of the zoning regulations, to make exceptions to the zoning regulations and to authorize variances from the strict application of zoning regulations; and

WHEREAS, there is a vacancy in the Englewood Board of Adjustment and Appeals; and Writer Mott has applied to serve as a member of the Englewood Board of Adjustment and Appeals; and

WHEREAS, the Englewood City Council desires to appoint Writer Mott to the Englewood Board of Adjustment and Appeals;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Writer Mott is hereby appointed to the Englewood Board of Adjustment and Appeals. Writer Mott’s term will be effective immediately and will expire February 1, 2019.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: ________________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2015.

Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING WRITER MOTT TO THE ENGLEWOOD LOCAL LIQUOR
AND MEDICAL MARIJUANA LICENSING AUTHORITY FOR THE CITY OF
ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Local Liquor and Medical Marijuana Licensing Authority has
been created and has all powers of the local licensing authority as set forth by the State of
Colorado to grant or refuse licenses for the sale at retail of malt, vinous or spirituous liquors and
fermented malt beverages, to conduct investigations as required by law, and to suspend or revoke
such licenses for cause in the manner provided by law; and

WHEREAS, the Local Liquor and Medical Marijuana Licensing Authority shall grant or
refuse local licenses for the cultivation, manufacture, distribution, and sale of Medical Marijuana;
to conduct investigations as required by law; suspend, fine, restrict, or revoke such licenses; and

WHEREAS, Writer Mott desires to serve the City and has applied for appointment to the
Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, there is a vacancy on the Englewood Local Liquor and Medical Marijuana
Licensing Authority; and

WHEREAS, the Englewood City Council desires to appoint Writer Mott to the Englewood
Local Liquor and Medical Marijuana Licensing Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Writer Mott is hereby appointed to the Englewood Local Liquor and Medical
Marijuana Licensing Authority. Writer Mott’s term will be effective immediately and will expire
July 1, 2016.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: ________________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. _____, Series of 2015.

_________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION RECOMMENDING COLLEEN NEBEL FOR APPOINTMENT AS AN ALTERNATE MEMBER TO THE ENGLEWOOD HOUSING AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Housing Authority has a commitment to provide housing to low and moderate income families within the City of Englewood; and

WHEREAS, Colleen Nebel has graciously offered to serve on the City of Englewood’s boards and commissions; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Authority she will be serving on so that she can maintain an understanding of the current issues and rules; and

WHEREAS, while an alternate will not be able to vote at the meetings, she is nevertheless requested to attend as many meetings as possible to get a feel for the membership and issues; and

WHEREAS, the Mayor desires to appoint Colleen Nebel as an alternate to the Englewood Housing Authority; and

WHEREAS, the Englewood City Council supports the Mayor’s appointment; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. Colleen Nebel is hereby appointed to the Englewood Housing Authority for the City of Englewood, Colorado, as an alternate member.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: ____________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _______, Series of 2015.

______________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION APPOINTING KARL ONSAGER TO THE CODE ENFORCEMENT ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, Karl Onsager has applied to serve as a member of the Englewood Code Enforcement Advisory Committee; and

WHEREAS, the Englewood City Council desires to appoint Karl Onsager to the Englewood Code Enforcement Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Karl Onsager is hereby appointed to the Englewood Code Enforcement Advisory Committee. Karl Onsager's term will be effective immediately and will expire July 1, 2016.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: ____________________________

Randy P. Penn, Mayor

_____________________________
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. ______, Series of 2015.

_____________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ____
SERIES OF 2015

A RESOLUTION APPOINTING LAURA PHELPS ROGERS TO THE ALLIANCE FOR COMMERCE IN ENGLEWOOD COMMITTEE (ACE) FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood City Council, focusing on the creation of an environment in which existing business can thrive and new business can prosper; and

WHEREAS, there is a vacancy on the Alliance for Commerce in Englewood Committee; and

WHEREAS, Laura Phelps Rogers has applied to serve as a member of Alliance for Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to appoint Laura Phelps Rogers to Alliance for Commerce In Englewood Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Laura Phelps Rogers is hereby appointed to Alliance for Commerce In Englewood Committee. Laura Phelps Rogers’ term will be effective immediately and will expire July 1, 2017.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. ____, Series of 2015.
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING DAVID PITTINOS AS AN ALTERNATE MEMBER TO THE PLANNING AND ZONING COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Planning and Zoning Commission makes recommendations to City Council regarding the master plan, the comprehensive zoning ordinance, proposed subdivisions as well as, capital improvements; and

WHEREAS, the Englewood City Council desires to appoint David Pittinos as alternate member to the Planning and Zoning Commission; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Board he will be serving on so that he can maintain an understanding of the current issues and rules; and

WHEREAS, while the alternate will not be able to vote at the meetings, he is nevertheless requested to attend as many meetings as possible to get a feel for the membership and issues; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The Englewood City Council hereby appoints David Pittinos as alternate member of the Englewood Planning and Zoning Commission.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: ____________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2015.

Loucrishia A. Ellis, City Clerk
RESOLUTION NO._____
SERIES OF 2015

A RESOLUTION APPOINTING AARON REID TO THE CODE ENFORCEMENT ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, Aaron Reid has applied to serve as a member of the Englewood Code Enforcement Advisory Committee; and

WHEREAS, the Englewood City Council desires to appoint Aaron Reid to the Englewood Code Enforcement Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Aaron Reid is hereby appointed to the Englewood Code Enforcement Advisory Committee. Aaron Reid’s term will be effective immediately and will expire July 1, 2015.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: ____________________________

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No._____, Series of 2015.
RESOLUTION NO. ______ Series of 2015

A RESOLUTION REAPPOINTING JENNIFER SCOGGINS TO THE KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, Jennifer Scoggins is a current member of the Keep Englewood Beautiful Commission; and

WHEREAS, Jennifer Scoggins' term expired February 1, 2015; and

WHEREAS, Jennifer Scoggins has applied for reappointment to the Keep Englewood Beautiful Commission for another term;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Jennifer Scoggins is hereby reappointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Jennifer Scoggins' term will be effective immediately and will expire February 1, 2017.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: _________________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. ______, Series of 2015.

______________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ___
SERIES OF 2015

A RESOLUTION APPOINTING KRISTIN SKELTON AS AN ALTERNATE MEMBER TO THE CULTURAL ARTS COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, Kristin Skelton has graciously offered to serve on the City of Englewood’s boards and commissions; and

WHEREAS, the Englewood City Council desires to appoint Kristin Skelton as an alternate member to the Englewood Cultural Arts Commission; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Commission she will be serving on so that she can maintain an understanding of the current issues and rules; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The Englewood City Council hereby appoints Kristin Skelton as an alternate member of the Englewood Cultural Arts Commission.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: ____________________________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. ___, Series of 2015.
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION REAPPOINTING PETER SMITH TO THE ENGLEWOOD TRANSPORTATION ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Transportation Advisory Committee has been established as an advisory committee focused on transportation issues in the City of Englewood and shall seek to promote close cooperation between the City, individuals, businesses, institutions and agencies concerned with transportation related activities; and

WHEREAS, the Englewood Transportation Advisory Committee was established by the Englewood City Council with the passage of Ordinance No. 65, Series of 2001; and

WHEREAS, Peter Smith is a current member of the Englewood Transportation Advisory Committee; and

WHEREAS, Peter Smith’s current term expired February 1, 2015; and

WHEREAS, Peter Smith has applied for reappointment to the Englewood Transportation Advisory Committee for another term;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Peter Smith is hereby reappointed to the Englewood Transportation Advisory Committee for the City of Englewood, Colorado. Peter Smith’s term will be effective immediately and will expire February 1, 2019.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: _______________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. ______, Series of 2015.

______________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING JENNY TODD TO KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, there is a vacancy on the Keep Englewood Beautiful Commission; and

WHEREAS, Jenny Todd has applied to serve as a member of the Keep Englewood Beautiful Commission; and

WHEREAS, the Englewood City Council desires to appoint Jenny Todd to the Keep Englewood Beautiful Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Jenny Todd is hereby appointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Jenny Todd’s term will be effective immediately and will expire February 1, 2017.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST:

______________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. ____, Series of 2015.

______________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION APPOINTING JENNY TODD TO THE URBAN RENEWAL AUTHORITY FOR THE CITY OF ENGLEWOOD.

WHEREAS, the Englewood Urban Renewal Authority has the statutory authority to undertake projects which it finds necessary for the physical development of municipal land use including the improvement of areas within the City; and

WHEREAS, there is a vacancy on the Englewood Urban Renewal Authority; and

WHEREAS, Jenny Todd has applied to serve as a member of the Englewood Urban Renewal Authority; and

WHEREAS, the Mayor desires to appoint Jenny Todd as a member of the Englewood Urban Renewal Authority; and

WHEREAS, the Englewood City Council supports the Mayor’s appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Jenny Todd is hereby appointed to the Englewood Urban Renewal Authority. Jenny Todd’s term will be effective immediately and shall expire February 1, 2019.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST:

__________________________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. ______, Series of 2015.

__________________________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION APPOINTING KAREN VIGLIANO TO THE ALLIANCE FOR
COMMERCE IN ENGLEWOOD COMMITTEE (ACE) FOR THE CITY OF ENGLEWOOD,
COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the
Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood
City Council, focusing on the creation of an environment in which existing business can thrive
and new business can prosper; and

WHEREAS, there is a vacancy on the Alliance for Commerce in Englewood Committee; and

WHEREAS, Karen Vigliano has applied to serve as a member of Alliance for Commerce In
Englewood Committee; and

WHEREAS, the Englewood City Council desires to appoint Karen Vigliano to Alliance for
Commerce In Englewood Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Karen Vigliano is hereby appointed to Alliance for Commerce In Englewood
Committee. Karen Vigliano’s term will be effective immediately and will expire July 1, 2015.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: ____________________________

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. ______, Series of 2015.

Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION REAPPOINTING BRUCE WERNER TO THE KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, Bruce Werner is a current member of the Keep Englewood Beautiful Commission; and

WHEREAS, Bruce Werner’s term expired February 1, 2015; and

WHEREAS, Bruce Werner has applied for reappointment to the Keep Englewood Beautiful Commission for another term;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Bruce Werner is hereby reappointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Bruce Werner’s term will be effective immediately and will expire February 1, 2017.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: ____________________________

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. ______, Series of 2015.
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION APPOINTING JEDIDIAH WILLIAMSON TO THE BOARD OF
ADJUSTMENT AND APPEALS FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Board of Adjustments and Appeals has the authority to hear and
determine appeals from the refusal of building permits and other decisions regarding the
enforcement of the zoning regulations, to make exceptions to the zoning regulations and to
authorize variances from the strict application of zoning regulations; and

WHEREAS, there is a vacancy in the Englewood Board of Adjustment and Appeals; and
Jedidiah Williamson has applied to serve as a member of the Englewood Board of Adjustment
and Appeals; and

WHEREAS, the Englewood City Council desires to appoint Jedidiah Williamson to the
Englewood Board of Adjustment and Appeals;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Jedidiah Williamson is hereby appointed to the Englewood Board of Adjustment
and Appeals. Jedidiah Williamson’s term will be effective immediately and will expire February
1, 2019.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST:

________________________________________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. ______, Series of 2015.

________________________________________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION REAPPOINTING JAMES WOODWARD TO THE NON-EMERGENCY RETIREMENT BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Nonemergency Employees Retirement Board is the trustee of the NonEmergency Employees Retirement Plan Fund and has the power to establish investment or purchasing plans as necessary; and

WHEREAS, James Woodward is a current member of the Englewood Non-Emergency Retirement Board; and

WHEREAS, James Woodward’s current term expired February 1, 2015; and

WHEREAS, James Woodward has applied for reappointment to the Englewood Non-Emergency Retirement Board; and

WHEREAS, the Englewood City Council desires to reappoint James Woodward to the Englewood Non-Emergency Retirement Board;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. James Woodward is hereby reappointed to Englewood Non-Emergency Retirement Board. James Woodward’s term will be effective immediately and will expire February 1, 2019.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: ____________________________________________
..................................................

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2015.

__________________________________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING JAMES WOODWARD AS AN ALTERNATE MEMBER TO THE URBAN RENEWAL AUTHORITY FOR THE CITY OF ENGLEWOOD.

WHEREAS, the Englewood Urban Renewal Authority has the statutory authority to undertake projects which it finds necessary for the physical development of municipal land use including the improvement of areas within the City; and

WHEREAS, James Woodward has graciously offered to serve on the City of Englewood’s boards and commissions; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Authority he will be serving on so that he can maintain an understanding of the current issues and rules; and

WHEREAS, while the alternate will not be able to vote at the meetings, he is nevertheless requested to attend as many meetings as possible to get a feel for the membership and issues; and

WHEREAS, the Mayor desires to appoint James Woodward as an alternate member of the Englewood Urban Renewal Authority; and

WHEREAS, the Englewood City Council supports the Mayor’s appointment.

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The Englewood City Council hereby appoints James Woodward as an alternate member of the Englewood Urban Renewal Authority.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST:  

______________________________  Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2015.

______________________________  Loucrishia A. Ellis, City Clerk
BY AUTHORITY

ORDINANCE NO. ___ SERIES OF 2015
COUNCIL BILL NO. 1 INTRODUCED BY COUNCIL MEMBER GILLIT

AN ORDINANCE AMENDING TITLE 16, CHAPTER 6, SECTION 1, SUBSECTION G, OF THE ENGLEWOOD MUNICIPAL CODE 2000 PERTAINING TO BULK PLANE REQUIREMENTS.

WHEREAS, the intent of the bulk plane regulations is to ensure that new residential development, including additions and expansions of existing dwellings, provides adequate light and privacy to neighboring properties. In addition, the bulk plane requirements are intended to assure greater design compatibility in terms of building mass and scale within Englewood neighborhoods; and

WHEREAS, the bulk plane creates an invisible tent-like boundary limiting the three dimensional space which a dwelling structure, including the roof, may occupy (with some exceptions); and

WHEREAS, as residential development activity in the City of Englewood has increased, some architects, builders, and real estate professionals have stated that the UDC’s bulk plane regulations are too restrictive and hinder new development. This is especially problematic for new duplexes and town homes on twenty-five foot wide lots; and

WHEREAS, the current bulk plane begins at a point twelve feet above the midpoint of the side property line and continues at a forty-five degree angle toward the center of the property. This results in the bulk plane intersecting with the side wall of the house at an elevation of seventeen feet for a house with a five foot setback. The market for most new homes demands nine or ten foot ceilings on the first floor, and eight or nine foot ceilings on the second floor; and

WHEREAS, this proposed change to the beginning point of bulk plane increases the beginning point of the bulk plane from twelve feet above the midpoint of the side property line to seventeen feet; then continues at a forty-five degree angle toward the center of the property. This results in the bulk plane intersecting with the side wall of the house at an elevation of twenty-two feet for a house with a five foot setback. This will allow for nine or ten foot ceilings on the first floor, and eight or nine foot ceilings on the second floor without requiring special construction techniques; and

WHEREAS, this ordinance changes the bulk plane only in the R-1-C, R-2-A, R-2-B, MU-R-3-A, and MU-R-3-B zone districts; and

WHEREAS, the bulk plane height will remain at twelve feet in R-1-A and R-1-B zone districts, because those districts have wider lots and set backs to meet the current bulk plane request; and
WHEREAS, the bulk place is currently measured from the existing grade (or ground elevation) at the midpoint of each side property line; and

WHEREAS, the proposed change to this method of measuring grade uses the average existing grade of the midpoints of the side property lines in all zone districts; and

WHEREAS, the maximum side wall height is currently measured at the point where the bottom of the soffit or eave intersects the side wall of the house in all zone districts; and

WHEREAS, the proposed change to the method of measuring maximum side wall height will measure the side wall height at the point where the side wall of the house intersects the top roof framing member in all zone districts; and

WHEREAS, the Englewood Planning and Zoning Commission recommended these changes to allow more flexibility for a mix of housing with a minimal impact on adjacent properties.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 1, Subsection G, entitled Bulk Plane Requirements, of the Englewood Municipal Code 2000, to read as follows:

16-6-1: Dimensional Requirements.

EDITORS NOTE: Title 16-6-1 (A) through (F), contain no changes and are therefore not included here.

G. Bulk Plane Requirements.

1. Intent. The bulk plane requirements in this subsection are intended to ensure that new residential development, including additions and expansions of existing dwellings, provides adequate light and privacy to neighboring properties. In addition, the bulk plane requirements are intended to assure greater design compatibility in terms of building mass and scale within Englewood neighborhoods.

2. Applicability and Exceptions.

a. Applicability. Except as exempt by this subsection, the bulk plane requirements in this subsection shall apply to:
(1) All new residential development of four (4) dwelling units or less in the R-1-A, R-1-B, R-1-C, R-2-A, R-2-B, MU-R-3-A, and MU-R-3-B zone districts; subject to the Residential Design Standards and Guidelines in Section 16-6-10.B.-EMC;

(2) All new residential development on legal, nonconforming lots that have lot widths less than the minimum required by the applicable zone district; and

(3) All new residential development on small lots and urban lots.

b. Exceptions.

(1) The bulk plane requirements in this subsection shall not apply to new residential developments of five (5) or more units, non-residential development, or accessory structures in the R-1-A, R-1-B, R-1-C, R-2-A, R-2-B, MU-R-3-A, and MU-R-3-B zone districts in the MU-B-1, MU-B-2, M-1, M-2, M-O-2, or TSA districts. The bulk plane requirements in this subsection shall not apply to structures or portions of structures exempt from the maximum height limits, as specified in subsection 16-6-1.B.1 of Section 16-6-1.E.1 EMC. The bulk plane requirements in this subsection shall not apply to any development in the MU-R-3-C, MU-B-1, MU-B-2, M-1, M-2, M-O-2, L-1, I-2 or TSA zone districts.

(2) Dormers with window(s) may partially protrude through the bulk plane defined below for a maximum cumulative length of fifteen (15) linear feet, measured horizontally at the point of intersection with the bulk plane, and provided the vertical height of a dormer window does not extend above the height of the ridgeline of the roof surface from which the dormer protrudes.

(3) Eaves may extend up to twenty-four inches (24") into the bulk plane, provided it does not project further into a side setback than the maximum projection allowed by 16-6-1.F5(b)(1). The extension shall be measured horizontally from the building wall to the furthest extent of the eave.

(4) Gutters may extend into the bulk plane, regardless of whether the eave projects into the bulk plane.

(5) Chimneys may extend vertically into the bulk plane a maximum of ten feet (10").
(6) Patio or deck railings may extend vertically into the bulk plane a maximum of forty-two inches (42") if the railing is at least seventy-five percent (75%) open or transparent.

3. Bulk Plane Requirements. Except as specifically excepted in subsection G(2), above, no part of any structure subject to these bulk plane requirements (including air conditioner, elevator penthouses, and other mechanical equipment) shall project through the following defined bulk planes, which define a building envelope for the subject lot:

a. For all applicable zone districts, the base plane for the vertical measurement of the bulk plane shall be established by taking the average of the existing grades of the midpoints of the two side property lines.

b. The maximum side wall height shall be measured at the point where the side wall of the structure intersects the highest roof framing member (typically roof sheathing). The top of any parapet wall shall not extend beyond the defined bulk plane.

c. R-1-A and R-1-B Zone Districts.

a. (1) A horizontal line that is located directly above the side lot line and which passes through a point twelve feet (12') above the midpoint of such side lot line base plane described in paragraph (a), above; and

b. (2) The intersecting lines that extend over the lot at a pitch of 12:12 (45-degree angle) from the horizontal lines defined in paragraph (a)(1) above.

d. R-1-C, R-2-A, R-2-B, MU-R-3-A, AND MU-R-3-B Zone Districts.

(1) A horizontal line that is located directly above the side lot line and which passes through a point seventeen feet (17') above the base plane described in paragraph (a) above; and

(2) The intersecting lines that extend over the lot at a pitch of 12:12 (45-degree angle) from the horizontal lines defined in (d)(1) above.
Figure 16-6(3): Bulk Plane
Beginning point of Bulk Plane shall be:
- 12' above Base Plane for R-1-A and R-1-B Districts.
- 17' above Base Plane for R-1-C, R-2-A, R-2-B, MU-R-3-A and MU-R-3-B zone districts.

Side setback varies by zone district and lot type, see Table 16-6-1.1 EMC.

Maximum Side wall height (A+B=C), where side wall of structure intersects the highest roof framing member.

Maximum height of structure, see Table 16-6-1.1 EMC.

Base Plane, average existing grade of the two side property line midpoints.

Commentary to Figure 16-6(3) Bulk Plane: The shaded portion of the illustration above depicts the defined bulk plane, which must contain the entire dwelling structure (with limited exceptions for projecting dormers, chimneys, and railings). The bulk plane is measured at a forty-five degree (45°) angle from a horizontal line located directly above each side lot line and which passes through a point twelve feet (12') above the base plane in the R-1-A and R-1-B zone districts, or seventeen feet (17') above the base plane in the R-1-C, R-2-A, R-2-B, MU-R-3-
A and MU-R-3 B zone districts. The fifteen feet (15') vertical height shown in the illustration indicates the point where the bulk plane in this example inclines toward the center of the lot, accounting for a three foot (3') side setback required in several of the residential zone districts. The maximum side wall height is the point where the side wall of the structure intersects the highest roof framing member.

Section 2. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 4. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 6. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 5th day of January, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 9th day of January, 2015.
Published as a Bill for an Ordinance on the City’s official website beginning on the 7th day of January, 2015 for thirty (30) days.

A Public Hearing was held on January 20th, 2015.

Read by title and passed on final reading on the 2nd day of February, 2015.

Published by title in the City’s official newspaper as Ordinance No. ___, Series of 2015, on the 6th day of February, 2015.

Published by title on the City’s official website beginning on the 4th day of February, 2015 for thirty (30) days.

This Ordinance shall take effect thirty (30) days after publication following final passage.

______________________________
Randy P. Penn, Mayor

ATTEST:

______________________________
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2015.

______________________________
Loucrishia A. Ellis
AN ORDINANCE AMENDING THE "ART" SHUTTLE COST SHARING INTER-GOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION DISTRICT AND THE CITY OF ENGLEWOOD.

WHEREAS, Council has approved Intergovernmental Agreements (IGA) between the City and the Regional Transportation District (RTD) for funding of the Englewood Circulator Shuttle from 2004 through 2014; and

WHEREAS, in 2014, RTD added a provision to their standard Intergovernmental Agreement that provides for either party to amend only the financial commitment under the agreement (Paragraph 10H), for 2015. This allows for a simple amendment to the IGA stipulating the new funding amounts since all other provisions of the IGA will not change; and

WHEREAS, the City will reimburse RTD in an amount equal to the local fares that would have been collected had the shuttle operated as a fare service rather than free service; and

WHEREAS, for calendar year 2015, the lost fare amount equals $79,531, which has been budgeted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the First amendment to IGA entitled "Funding Agreement for RTD Funding of Local Transportation Services" (Englewood Art Shuttle) between the Regional Transportation District (RTD) and the City of Englewood, Colorado, as attached hereto as Exhibit A.

Section 2. The Mayor and City Clerk are authorized to execute and attest said Intergovernmental Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 20th day of January, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of January, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of January, 2015 for thirty (30) days.
Read by title and passed on final reading on the 2nd day of February, 2015.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2015, on the 6th day of February, 2015.

Published by title on the City's official website beginning on the 4th day of February, 2015 for thirty (30) days.

 ATTEST:

______________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2015.

______________________________
Loucrishia A. Ellis
FIRST AMENDMENT TO FUNDING AGREEMENT FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES (ENGLEWOOD art SHUTTLE)

This FIRST AMENDMENT TO FUNDING AGREEMENT FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES (ENGLEWOOD art SHUTTLE) ("First Amendment") is hereby made by and between the Regional Transportation District ("RTD") and CITY OF ENGLEWOOD ("LOCAL ENTITY"). RTD and LOCAL ENTITY also may be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

A. RTD and LOCAL ENTITY entered into an agreement entitled FUNDING AGREEMENT FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES (ENGLEWOOD art SHUTTLE) dated April 4, 2014 (“Agreement”);

B. Section 10.H of the Agreement provides that the Parties may amend the Agreement to account for changes in the RTD Funding by a written agreement;

C. In accordance with Section 10.H, RTD and LOCAL ENTITY now desire to amend the Agreement in order to increase the RTD Funding for 2015.

Now, therefore, the Parties agree as follows:

AGREEMENT

1. Except as otherwise stated herein, all initially capitalized terms shall have the same meaning as set forth in the Agreement. If there is any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. As modified by this Amendment, the Agreement shall remain in full force and effect.

2. Exhibit B of the Agreement is stricken and replaced with the revised Exhibit B, which is attached hereto and incorporated by reference herein.

3. This Amendment shall become effective upon the last date executed by all Parties.
IN WITNESS WHEREOF, the Parties have duly executed this Amendment to the Agreement.

CITY OF ENGLEWOOD

By: ____________________
Randy P. Penn
Mayor
Date: ____________________

ATTEST:

By: ____________________
Loucrishia A. Ellis
City Clerk

REGIONAL TRANSPORTATION DISTRICT

By: ____________________
Phillip A. Washington
General Manager & CEO
Date: ____________________

APPROVED AS TO LEGAL FORM for RTD:

By: ____________________
Jenifer Ross-Amato
Associate General Counsel

Page 2 of 3
REVISED EXHIBIT B
DESCRIPTION OF THE RTD FUNDING

Expenses- January 2015 – December 2015

art operating hours expense-6144 hours @ 43.10 per hour $264,806
art fuel expenses $48,520

Total Expenses $313,326

Estimated Farebox Revenue- January 2015 – December 2015

Estimated Farebox Revenue* $79,531

* Because the City offers the art as a fare-free service, Estimated Farebox Revenue is based upon a survey performed in October 2014 by RTD that determined the average fare that would have been collected had the City charged RTD’s local fare for the art service, and using the Operating Parameters set out in Exhibit A.

RTD Funding*

$313,326 (Expenses)

- $79,531 (Estimated Farebox Revenue)

RTD Funding $233,795

*The RTD Funding is calculated as the Net Cost of operating the art service up to the amount set out above. Net Cost is calculated as Expenses (all operating costs for the art including fuel but not administrative costs) less Estimated Farebox Revenue.
COUNCIL COMMUNICATION

Date: February 2, 2015
Agenda Item: 11 ci
Subject: EMTS Provider Grant Application

Initiated By: Fire Department
Staff Source: Andrew Fox, Acting Assistant Chief of Support Services

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant is administered by the Colorado Department of Public Health and Environment (CDPHE) and provides an opportunity to address the Vision of the City of Englewood and the Englewood Fire Department that includes:

- Promoting and ensuring a high quality of life
- Proactively facilitating a safe environment of opportunity through the delivery of reliable, affordable and flexible services
- Responding to and mitigating emergencies in a timely, efficient and professional manner
- Being prepared for any situation that requires the services of an all-hazard fire department

RECOMMENDED ACTION

Staff recommends that City Council approve a Resolution authorizing an EMTS Grant application to the CDPHE for the purchase of various emergency medical services (EMS) equipment including: 2 Automated Chest Compression machines for use during heart attacks; 2 Automated Stair Chairs for moving patients up and down stairs; 14 Scoop Stretchers for immobilizing trauma patients; 2 Bariatric Pram upgrade kits; and 7 Automatic External Defibrillators to replace units that are no longer supported by the manufacturer.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Englewood Fire Department has been successful in obtaining equipment through the Colorado EMTS Provider Grant. In 2014, we were awarded a grant for the replacement of three new Cardiac Monitor/Defibrillators. In 2013 and 2012, we were awarded grants to replace two Medic Apparatus (ambulances). Our 2015 budget constraints do not allow the Fire Department to purchase all capital equipment items that are necessary. This grant will help supplement our budget and assist in obtaining some of these EMS items. The items requested are either replacements for aging equipment, upgrades to equipment that we currently have that provide for employee safety, or new equipment available due to improvements in technology in the EMS field.

FINANCIAL IMPACT

The Colorado EMTS Provider Grant requires a 50 percent match. Estimates in total from our vendors for $77,600.86 are attached. If the grant is awarded, the City's match would be $38,800.43. Funding for this amount is available in our City's Public Improvement Fund (PIF), and a Supplemental Appropriation would be needed. Submitting this grant application does not commit the City to accepting the funds, or providing matching funds, should the grant be awarded. The application deadline is February 16, 2015.
LIST OF ATTACHMENTS

Colorado EMTS Provider Grant Application for 2015
Estimates for EMS Equipment included in the Grant Application
# Quotation Prepared for Our Valued Customer

## Englewood Fire

**Account ID:** 14341890  
**PO Ref:** Powertraxx Stair Chair  
**Quote #** 00014488  
**Date Quoted:** 1/20/2015

### Customer Contact:
- **Billing Address:**
  - Englewood Fire
  - 3615 S Elall Street
  - Englewood, CO 80110
  - US
- **Shipping Address:**
  - Englewood Fire
  - 3615 S Elall Street
  - Englewood, CO 80110
  - US

### Terms
- **TBD**
- **Valid 30 Days**
- **FOB Origin**
- **Ship Via Please Select**

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</thead>
<tbody>
<tr>
<td>2</td>
<td>0731371</td>
<td>Model 59-T EZ-Glide® PowerTraxx™, &quot;Rescue Red&quot;, with IV Pole and Lift Handles, 120V</td>
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<td>145.20</td>
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<td>290.40</td>
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**Approval:**

- **Printed Name**
- **Signature**

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**Subtotal** 1,931.28  
**Sales Tax** .00  
**Est. Shipping** .00  
**Your Price** 14,162.72

(Actual MSRP $16,094 · Your Total Savings: $1,931.28)

**Comments:** If not quoted, taxes & shipping charges are extra.

---

**Your Sales Representative is:**
Alex Keen

**Your Customer Service Contact is:**
Rhonda Woodgeard

(314)313-3254

---

**Order subject to approval by Ferno. If not quoted, shipping and any applicable sales tax will be added to invoice. Credit cannot be allowed on returns of special or modified items. Prices and specifications are subject to change without notice.**
## QUOTATION PREPARED FOR OUR VALUED CUSTOMER
### ENGLEWOOD FIRE

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<th>Account ID: 14341890</th>
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<th>Quote #00014487</th>
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**Customer Contact:** Andy Fox  
**Billing Address:**  
Englewood Fire  
3615 S Ela Street  
Englewood, CO 80110  
US

**Shipping Address:**  
Englewood Fire  
3615 S Ela Street  
Englewood, CO 80110  
US

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<td>1,616.16</td>
<td>11,851.84</td>
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**Approval:**  
Printed Name:  
Signature:  

**Credit Card:**  
Secure Code:  
Exp:  

Subtotal: 1,616.16  
Sales Tax: .00  
Est. Shipping: .00  
Your Price: 11,851.84  

(Actual MSRP $13,458 - Your Total Savings: $1,616.16)

**Comments:** If not quoted, taxes & shipping charges are extra.

---

**Your Sales Representative is:**  
Alay Koen  
(314)313-3254

Thank you for allowing the Ferno team to serve you!

**Your Customer Service Contact Is:**  
Rhonda Woodward
ZOLL

TO: Englewood Fire

3615 South Elati Street
Englewood, CO 80110

Attn: Josh Frederick

email: 
Tel: (303) 794-2416

ZOLL Medical Corporation
Worldwide Headquarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support

FEDERAL ID#: 04-2711626

QUOTATION 181292 V:2

DATE: January 20, 2015

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM | MODEL NUMBER | DESCRIPTION | QTY | UNIT PRICE | DISC PRICE | TOTAL PRICE |
-----|--------------|-------------|-----|------------|------------|-------------|
1 | 8700-0730-01 | AutoPulse® System with Pass Thru - Generates consistent and uninterrupted chest compressions, offering improved blood flow during cardiac arrest. Includes backpack, user guide, quick reference guide, shoulder restraints, backpack cable tie, head immobilizer, grip strips, in-service training DVD, and one year warranty. | 2 | $10,995.00 | $10,685.15 | $21,330.30 |
2 | 8700-0752-01 | AutoPulse® Li-Ion Battery - for use with the AutoPulse Pwform. | 6 | $825.00 | $500.25 | $4,801.50 |
3 | 8700-0753-01 | AutoPulse SurePower Charger, U.S. Charges and automatically conditions two (2) NIMH or Li-ion batteries and automatically verifies battery charge level. Includes user guide and U.S. Power Cord. Standard one (1) year warranty | 2 | $1,795.00 | $1,741.15 | $3,482.30 |
4 | 8700-000768-01 | AutoPulse® Soft Carry Case - with battery pocket | 2 | $395.00 | $383.15 | $756.30 |
5 | 8700-0706-01 | LifeBand® V3 pack - Single-use chest compression band. (3 per package) | 2 | $375.00 | $363.75 | $727.50 |
6 | 8700-0712-01 | AutoPulse® Soft Stretcher - Extrication stretcher suitable to move patient while AutoPulse is deployed. | 2 | $129.00 | $125.13 | $250.26 |

TOTAL PRICE: $31,358.16

*Reflects Discount Pricing.

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL's T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL's T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O. unless set forth or referenced by either document.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX ADDITIONAL.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.

Lisa Ferrand
EMS Territory Manager
720-271-0946
# Comprehensive Quotation

**Sales Account Manager**  
Zachary Jordan  
Cell: 260-546-7334  

**End User Shipping Address**  
10525815  
ENGLEWOOD FIRE DEPT  
3615 S ELATI ST  
ENGLEWOOD, CO 80110

**Billing Address**  
10525815  
ENGLEWOOD FIRE DEPT  
3615 S ELATI ST  
ENGLEWOOD, CO 80110

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<th>PO Number</th>
<th>Reference Field</th>
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<td>01/20/2015</td>
<td>QUOTE</td>
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<td>$310.00</td>
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**Product Total:** $4,481.50  
**Freight:** $0.00  
**Tax:** $0.00  
**Total Incl. Tax & Freight:** $4,481.50

---

Deal Communication: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 Days. FOB origin. A copy of Stryker Medical’s standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is canceled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

---

Page 1 of 1
Thank you for considering Physio-Control

To: <Contact Name>  
Account Name: REQUIRED  
Address: REQUIRED  
Phone: REQUIRED  
E-mail: REQUIRED

Quote # 422344473  
Quote Date: 1/20/2015  
Date of Issue: 4/20/2015

Name: REQUIRED  
Address: REQUIRED

Contract: NASPO SW300  
Expiry: 4/20/2015

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<td>$45.48</td>
<td>$2,241.52</td>
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Shipping and Handling $ -  
List Price $ 12,708.00  
Total Discounts $ 3,708.92

Grand Total $ 8,999.08

Version FY15Q3 v2

Notes:  
This quote is a budgetary quote used to communicate contract pricing. Final pricing will be per the active pricing on the contract at the time of order. Contract pricing will be reviewed at the time of order and is required to receive contract pricing.

Terms of Sale are listed below. If the contract listed above supersedes any terms listed on this quote or any customer document.

Terms:  
Orders may be subject to taxes, shipping and handling fees.

If applicable, freight and shipping fees are due thirty days after invoice date. International orders will be invoiced in the currency of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid tax exemption certificate prior to delivery.

Payment Terms:  
Unless otherwise specified in this document or otherwise confirmed by Physio-Control, Inc., payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon receipt of invoice by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable irrevocable letter of credit. Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Insurance, freight forwarding fees, taxes, duties, import or export permits, or any other similar charge of any kind applicable to the goods and services covered by this document, shall be the responsibility of the Buyer. Physio-Control, Inc. invoices will be invoiced in the currency of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid tax exemption certificate prior to delivery.

Payment Terms:  
Unless otherwise stated in this document:  
Domestic (USA) Sales - Upon receipt of invoice by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable irrevocable letter of credit. Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delays:  
During this time, the Buyer is only entitled to the goods and services covered by this document. Meeting delivery dates is not guaranteed to the Buyer due to circumstances beyond our reasonable control, including but not limited to, acts of God, labor disputes, the requirements of governmental authority, local Astronauts, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual source. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns:  
Sales are subject to inspection by Physio-Control, Inc., but no inspection for any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of governmental authority, local Astronauts, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual source. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.
Thank you for considering Physio-Control

<table>
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<td>99429-0000829</td>
<td>LIFEPAK 1000 (Kit 45)</td>
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<td>41428-000038-E30x</td>
<td>ECG Display, Standard zstat with case, battery &amp; electronics Included at No Charge</td>
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<td>11428-000007-C40x</td>
<td>ECG Display, Carry Case</td>
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<tr>
<td>11428-000012-C10x</td>
<td>ECG Display, Carry Case</td>
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<tr>
<td>11141-000158-B</td>
<td>Battery</td>
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<tr>
<td>1196-000177-C</td>
<td>QRS-COUNT ECG Electrode set (2 pair per unit)</td>
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<tr>
<td>11111-000012-C</td>
<td>Wire Monitor Cable</td>
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<tr>
<td>11425-000001-A</td>
<td>Accessory pouch</td>
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<td>1190-000001-U</td>
<td>LIFEPAK ECG ELECTRODES (1 pair package)</td>
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<td>2850-003457</td>
<td>Operating instructions</td>
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Shipping and Handling: $ -  
List Price: $9,585.00  
Total Discounts: $2,336.44  
Grand Total: $7,248.56

Version FY15Q3 v2

Notes:
This quote is a budgetary quote used to communicate contracted pricing. Final pricing will be per the active pricing on the contract at the time of order.

Terms of Sale are listed below. The terms of the contract listed above supersede any terms listed on this quote or any customer documents.

Provided the above terms are met, an order may be placed by submitting this budgetary quote along with a purchase order.

Orders may be subject to taxes, shipping and handling fees.

Trade-in values are a function of the market value and the condition of the device at the time of trade-in, thus values may be subject to change. Please note that device serial numbers are required at time of order.

TERMS OF SALE

General Terms

Physio-Control, Inc. reserves the right to make any changes at the sole discretion of our customers. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only as herein stated, and the Buyer hereby accepts and agrees to the terms of sale and purchase contained herein.

Any portion of the goods and services covered by this document shall be delivered by Physio-Control, Inc. according to the terms and conditions of this document. In the event of any dispute, Physio-Control, Inc. shall be entitled to the full payment for the goods and services covered by this document unless such dispute has been resolved by written agreement signed by an authorized representative of both parties.

Payment

Unless otherwise noted in this document, payment is due net 30 days from invoice and will be a function of the market value and the condition of the device at the time of trade-in. Terms of sale may be subject to change. Please note that device serial numbers are required at time of order.

Inspections and Returns

Physio-Control, Inc. reserves the right to make any changes at the sole discretion of our customers. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only as herein stated, and the Buyer hereby accepts and agrees to the terms of sale and purchase contained herein.

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Unless otherwise noted in this document, payment is due net 30 days from invoice and will be a function of the market value and the condition of the device at the time of trade-in. Terms of sale may be subject to change. Please note that device serial numbers are required at time of order.

Inspections and Returns

Physio-Control, Inc. reserves the right to make any changes at the sole discretion of our customers. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only as herein stated, and the Buyer hereby accepts and agrees to the terms of sale and purchase contained herein.

Any portion of the goods and services covered by this document shall be delivered by Physio-Control, Inc. according to the terms and conditions of this document. In the event of any dispute, Physio-Control, Inc. shall be entitled to the full payment for the goods and services covered by this document unless such dispute has been resolved by written agreement signed by an authorized representative of both parties.

Payment

Unless otherwise noted in this document, payment is due net 30 days from invoice and will be a function of the market value and the condition of the device at the time of trade-in. Terms of sale may be subject to change. Please note that device serial numbers are required at time of order.
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION AUTHORIZING AN APPLICATION FOR A COLORADO EMERGENCY MEDICAL AND TRAUMA SERVICES (EMTS) PROVIDER GRANT ADMINISTERED BY THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE STATE OF COLORADO.

WHEREAS, the Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant program, a part of the Colorado Department of Public Health and Environment (CDPHE), is intended to assist public and private organizations in maintaining, improving and expanding the emergency medical and trauma services in Colorado; and

WHEREAS, the City of Englewood, Colorado, desires to apply for the Colorado Department of Public Health and Environment (CDPHE) Provider Grant from the State of Colorado to assist with the purchase of various Emergency Medical Services equipment including:
- 2 Automated Chest Compression machines for use during heart attacks
- 2 Automated Stair Chairs for moving patients up and down stairs
- 14 Scoop Stretchers for immobilizing trauma patients
- 2 Bariatric Pram upgrade kits
- 7 Automatic External Defibrillators to replace units that are no longer supported by the manufacturer; and

WHEREAS, with the passage of this Resolution the City of Englewood will approve an application for the Colorado Department of Public Health and Environment (CDPHE) Provider Grant Application for and on behalf of the City of Englewood; and

WHEREAS, the Colorado Department of Public Health and Environment (CDPHE) Grant is a matching grant requiring a minimum of a 50% match, the City’s share will be $38,800.43.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood, Colorado, hereby authorizes an application for the Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant program from the State of Colorado, attached hereto as Exhibit A.

ADOPTED AND APPROVED this 2nd day of February, 2015.

ATTEST: _________________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. ______, Series of 2015.

Loucrishia A. Ellis, City Clerk
Colorado EMTS Provider Grant Request

Close
Englewood Fire Department (1521) Date submitted: In Progress

Organization Information

1. Legal Name of Organization: Englewood Fire Department
2. Business Name:
3. Federal Tax ID:
4. Grant Contact: Andy Fox
5. Mailing Address: 3615 S Elati St
   Englewood, CO 80110
6. Primary Phone Number: 303-762-2470
7. Fax: 303-762-2406
8. E-Mail: email
9. Preferred method of contact: email
10. Authorized Signature: No

Grant Options

1. Organization Match Percentage: 50%
2. Is this a consolidated or multi-organizational application? No
3. Select the counties that this grant project impacts:
4. Does your organization provide services outside the Colorado borders? No
5. Please describe your overall grant request in ten sentences or less:

Categories Selected

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<tr>
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<th>State Amount</th>
<th>Amount Funded</th>
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<td>$40,143.15</td>
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<td>Total for All Categories</td>
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<td>$40,143.15</td>
<td>$40,143.15</td>
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EMS and Trauma Equipment Category Request

https://www.hfemisd3.dphe.state.co.us/CEMSISWeb_GrantRequests/page3110PrintHtml.a... 1/22/2015
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<td>$15,400.00</td>
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<td>$7,700.00</td>
<td>$7,700.00</td>
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<tr>
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<td>Scoop Stretcher</td>
<td>$950.00</td>
<td>$13,300.00</td>
<td>50%</td>
<td>$6,650.00</td>
<td>$6,650.00</td>
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Service Needs:

1. Briefly explain what EMS or trauma equipment you are requesting and why it is needed.

   The current automatic external defibrillators (AEDs) on three fire apparatus and at four City facilities are at the end of their useful life. Our current supplier is no longer supporting maintenance on these machines. They are 10-12 years old. The purchase of seven new Physio-Control LifePak 1000s will provide for public safety for years to come.

   Zoll AutoPulse machines are a technology that will increase patient survival in cardiac arrest situations. The mechanized compressions are more consistent than manual compressions with depth and frequency adjusted automatically. The City of Englewood has numerous three-story apartment buildings without elevators, not to mention many homes and apartments with basements where the only access is stairs. The AutoPulse will assure effective circulation during the extrication of patients from these locations. It will also provide for firefighter safety by helping eliminate injuries associated with moving and transporting these patients while attempting to continue CPR.

   The Stryker Bariatric upgrade kits for our patient prams will increase both patient safety and firefighter safety. These kits attach to the side rails of our current prams to provide a more stable platform for bariatric patients. This will also provide for firefighter safety, as any movement of bariatric patients on the pram may cause injury to the care provider handling the pram.

   The use of backboards has fallen out of favor in EMS. Many studies have shown they are unnecessary in most situations where immobilization was assumed to be necessary. The current backboards that are carried by Englewood Fire Department, along with much of the nation's EMS providers, have been found to increase pain to immobilized patients and not improve patient outcomes. The recommendation from medical experts is to eliminate the use of backboards and replace them with Scoop Stretchers. We currently have 2 Scoop Stretchers in service; however, they are over 10 years old and need to be replaced. The 14 Ferno 65EXL Scoop Stretchers will allow the Englewood Fire Department to make a wholesale change from backboards to scoops and replace the two older scoops currently in service.

   Ferno PowerTraxx Stairchairs provide for safe extrication of patients along stairways where the use of a pram is not practical. As mentioned earlier, the City of Englewood has many three-story apartment buildings without elevators and numerous homes and apartments with basements where the only access is stairs. Stairchairs are used in these situations if the patient is not required to lay flat. The powered stairchair has a 500-pound rating and would provide for a safer way to extricate patients using stairways, both up and down. It is difficult to use more than two firefighters to move patients in narrow stairways. The trend towards heavier patients has caused more stress on the firefighters with the high possibility of injuries occurring in these extrications. The powered stairchair will improve firefighter safety in these situations.

2. Describe where the equipment will be placed and how it will be utilized.

AEDs – Three will be placed on frontline fire apparatus for quick dispatch to emergency scenes. Four will be placed in City facilities as follows: two in the Englewood Recreation Center, one in the Malley Senior Center, and one at the Englewood Golf Course. The ones placed in City...
buildings will be utilized by employees trained in their use and will be available for bystander use.
Zoll AutoPulse – These two AutoPulses will be placed on our two frontline Fire Medic Apparatus (ambulances) to immediately respond to EMS emergencies.
Stryker XPS Bariatric Retrofit kits – These two kits will be mounted on our current prams located on our two frontline Fire Medic Apparatus and dispatched to all EMS emergencies.
Ferno 65EXL Scoop Stretchers – These scoops will be placed on all Fire and EMS apparatus, both frontline and reserve. This will assure we have the scoops necessary for any emergency.
Ferno PowerTraxx Stair Chair – These two powered stair chairs will be placed on our frontline Fire Medic Apparatus dispatched to all EMS emergencies.

3. How will current provider services be enhanced with the requested equipment?
AEDs – The AEDs placed on the Fire Apparatus will assure lifesaving defibrillation is available as quick as possible to any location a Fire Truck is dispatched. Even when an ambulance is dispatched, it is not uncommon that a fire truck arrives first. This allows firefighters trained in the use of an AED to convert deadly heart arrhythmias to sustainable rhythms. The AEDs located in strategic locations at City of Englewood buildings would allow trained Englewood Employees, as well as trained bystanders, to perform early defibrillation before the arrival of EMS responders.
Zoll AutoPulse – The AutoPulse provides for consistent chest compressions during Cardio Pulmonary Resuscitation in any situation. This will provide for better patient care by allowing firefighters to concentrate on possible difficult extrications and other necessary treatments for these patients. Additionally, patient outcomes will improve and the possibility of firefighter injuries will decrease while moving patients.
Stryker XPS Bariatric Retrofit kits – These kits will enable the Englewood Fire Department to transport bariatric patients while providing more safety to both the patient and the firefighters. The kits may also allow EFD to transport patients that otherwise may require a delayed response from a special bariatric ambulance. This would allow patients to arrive at the hospital much sooner to receive advanced care and also enable better patient outcomes.
Ferno 65EXL Scoop Stretchers – The use of scoop stretchers in place of backboards has been shown to provide the necessary spinal immobilization and the ability to extricate patients from difficult situations. Less pain is inflicted on the patients and outcomes improve.
Ferno PowerTraxx Stair Chair – These stairchairs will allow firefighters to safely carry patients up and down stairways while providing more safety to the patients. The use of powered stairchairs also assists in the decrease of firefighter back injuries.

4. Describe local support for this project and how this support will help ensure successful completion.
The Englewood Fire Department (EFD) has a long history of outstanding EMS delivery. The City of Englewood City Council, City Manager’s office, Citizens and EFD take pride in their excellent EMS System. The City of Englewood Fire Department has requested and successfully received many Colorado State EMS grants in the past. This program and this request for EMS equipment is supported by everyone in the City. Funding is available in the City’s Public Improvement Fund for the required 50 percent match, and City Council’s approval of a Supplemental Appropriation for this purpose is anticipated if the grant is awarded.

Priority to Underdeveloped or Aged Systems:

5. Explain how this proposed project addresses an underdeveloped or aged component of Colorado’s EMS and trauma system.
The AEDs will replace aged AEDs that are located both on fire apparatus and at city buildings in Englewood. The current AEDs have reached the end of their useful life, and the manufacturer is no longer supporting the equipment.
The AutoPulse is an enhancement over manual compressions. The compressions are more consistent and calibrated to be the correct depth and frequency. This is an Improvement in
patient care with the added benefit of allowing for better use of resources on the emergency scene.
The Bariatric Retrofit kits take our current prams and make them more useful in situations where bariatric patients need transporting. They allow us to accommodate more patients and safely transport them in emergency situations.
The Scoop Stretchers are also replacing old scoops and current backboards that need to be taken out of service. The use of Scoop Stretchers is an improvement in spinal immobilization that is recommended by the latest studies on this subject.
The Ferno PowerTraxx stairchairs are a significant improvement to non-powered stairchairs. They are rated at 500 pounds and make moving patients up and down stairs safer for both the patient and the firefighters. They represent a technical innovation that Improves upon an older piece of equipment.

Cost Effectiveness:

6. Briefly describe the alternatives your organization considered and why this is the most cost effective alternative.
   AEDs – Several brands and models were evaluated, but we found that the Physio-Control AEDs were best suited to Englewood as they are compatible with the ALS monitors carried on our Fire Medic Apparatus (ambulances).
   AutoPulse – We have had the opportunity to evaluate many automated CPR machines. The decision to purchase Zoll AutoPulses was made because of studies showing the effectiveness of the machine combined with the recommendation of line paramedics.
   Stryker Bariatric Retrofit kits – These kits are designed to be used with our current patient prams.
   Ferno Scoop Stretchers – Ferno is a leader in EMS immobilization devices and has been in the business for decades, as well as having a long history with EFD. There was not as much confidence in the other products evaluated.
   Ferno PowerTraxx Stairchair – Ferno appears to be the industry leader in this category with very few competitors.

7. Briefly describe the process used to select the equipment vendor(s).
   The regional representatives for the vendors were contacted after determining the brands and models needed. Many of the vendors have a history of dealings with the Englewood Fire Department. Only reputable equipment and vendors were considered. Many are participating in group pricing for grant applications in the state.

8. How will this project be sustained financially in future years?
   The AEDs will be maintained by the same company that maintains the EFD's Cardiac Monitors and will be put under the same maintenance contract. Non-durable supplies for the AEDs will be obtained through the EMS equipment budget on an annual basis.
   A maintenance contract will be agreed upon between EFD and Zoll for the AutoPulse to be included in the EFD annual equipment budget.
   We currently have a maintenance contract for our Stryker prams and the bariatric retrofit kits will be included in that contract.
   The Scoops require no maintenance contract. We will address any repairs or replacements through the EFD EMS annual equipment budget.
   The Ferno PowerTraxx stairchairs will require a maintenance contract entered into by EFD for annual maintenance and repair, also to be budgeted and paid through the EFD EMS equipment budget.

Applicant's qualifications:

https://www.hfemsd3.dphe.state.co.us/CEMSISWeb_GrantRequests/page3110PrintHtml.a... 1/22/2015
9. Explain how adequate resources and experience are available to help ensure successful completion of this project.

The Englewood Fire Department has been a leader in EMS delivery for decades. EFD provides adequate training for all aspects of EMS, including in-service training for new equipment. Centura Health assists EFD in monthly continuing education for EMS. In-service training will be conducted through our education program to familiarize all employees with the use of this equipment prior to being put in service. Englewood employees in city buildings where AEDs are located will receive training in the correct use of the device.

10. Explain how the applicant's qualifications will help ensure long term sustainability of this project.

Englewood Fire Department will be responsible for the long-term sustainability of this project. The City of Englewood and EFD have delivered high-quality EMS in the area for decades and will continue to do so.

**Systems Integration:**

11. How does this project improve system compatibility and/or reduce duplication?

The AEDs included in this grant were specifically chosen because they are compatible with the ALS Cardiac Monitors carried on the Fire Medic Apparatus (ambulances). The Stryker barlactic retrofit kits are specifically designed for our current Stryker prams. The Scoop stretchers will allow for all EFD Fire and EMS apparatus to carry the identical spinal immobilization equipment. The Zoll AutoPulse and the Ferno PowerTraxx will provide identical equipment to our two ALS Medic Apparatus.

**Financial Need:**

12. Explain why your organization needs grant funding to complete this project.

In recent years, the City of Englewood has experienced an economic recession. Sales tax revenues have been flat or slightly decreased as expenses have steadily increased. As recently as 2011, City salaries were frozen and all City employees were furloughed four work-days. In 2012, while employee costs rose slightly, the City was forced to reduce its budgeted operating fund 2% below the initially approved amount. In 2013, early promising increases in revenue diminished significantly during April and May. In June, the City anticipated a shortfall of approximately $1 million by year's end. All departments were directed to again reduce budgets by 2%. Increased personnel costs, which comprise 91% of the fire department's operating budget, have continued to rise each year as revenues have remained static. The City anticipates a revenue vs. expenditure differential of between $1.5 and $2 million by the end of 2014. Capital expenditures for equipment, such as what this grant seeks to provide, are virtually impossible to obtain in the current economic environment. The fire department needs to replace its aging EMS Equipment. This was not an approved budget item for 2015. The purchase of necessary EMS Equipment will not be possible without this grant, as there are virtually no EMS capital items in the 2015 approved budget for the Fire Department.

13. What would happen if these grant funds were not secured?

There were no EMS capital equipment items approved in the 2015 Englewood Fire Department Budget. Without grant money, it will be impossible to obtain all of the equipment requested. We will need to approach the Englewood City Council to either obtain the 50% match for this grant or to request monies to obtain some of the equipment listed in the grant, if we are unsuccessful. Tough decisions will have to be made as to which equipment has higher priorities. Some of the equipment may be purchased, but it will be impossible to purchase all of the equipment requested without grant money.
Organisation Profile for Englewood Fire Department

Organisation Data

A. Agency / Facility Information

1. Legal Name of Organization: Englewood Fire Department
   ID Number: 1521
   Profile Year: 2015
   Submission Date: 1/20/2015
2. Doing Business Name of Organization: Englewood Fire Department
3. Physical Address: 3615 S Elati St
   Physical County: Englewood, CO 80110
4. Mailing Address: 3615 S Elati St
   Mailing Address: Englewood, CO 80110
5. Person Filling out this Profile: Andy Fox
6. Primary Phone Number: 303-762-2470
7. Alternate phone number
8. Fax Phone: 303-762-2406
9. E-Mail: email
10. Preferred method of contact
11. Web Site: englewoodgov.org
12. RETAC Affiliated With: Mile-High
13. Primary urbanicity
    Other urbanicities Urban

https://www.hfemsd3.dphe.state.co.us/CEMSISWeb_GrantRequests/page3110PrintHtml.a... 1/22/2015
B. Organization Types

1. **EMS Response:** Yes
2. **Medical Facility:** No
3. **EMS Education Program:** No
4. **County officials issuing ambulance licenses or County EMS Councils:** No
5. **RETAC:** No
6. **Association / Foundation / Other:** No

C. Geographic Service Area

1. **In one or two short paragraphs describe the geographic area serviced by this organization:**

   The City of Englewood is a full service city of 32,000 residents in an urban area of about 6.4 square miles, located between Denver, Littleton, Sheridan and Cherry Hills. Englewood consists of half rental and half owner-occupied properties, and the resident demographic is described by the US Census as lower middle income. The city is traversed by two highways, US 285 and US 85, heavy rail carrying 44 freight trains a day and light rail.

   Englewood Fire Department provides the City with fire protection, EMS, building and fire code enforcement, public education, fire and EMS related training and other related services, including car seat inspections and CO detector installation.

   The fire department consists of 51 responders and 5 support staff. Two ambulances provide 24-hour a day, seven day a week advanced life support care and full transport. The fire department responded to 4,490 calls for service in 2014, with 3318 patient contacts. About 75 percent of the patients transported in 2014 were residents of the city and over 9 percent had no address of record.

   The fire department is funded by the General Fund. The majority of revenues for this fund are from sales tax. Ambulance transport fees go to the General Fund, not the fire department. The EMS budget lines cover expendable and durable medical supplies, EMS specific training and vendor charges for patient billing and training.

D. Funding

1. **Is this organization interested in EMTS Section funding programs?** Yes
EMS Contacts

A. EMS Organization

1. EMS Organization Name: Englewood Fire Department
2. Licensing:
   Is this organization a county licensed ground ambulance service? Yes
   Is this organization a Colorado licensed air ambulance service or currently applying for licensure? No

B. EMS Service Director

1. Director's Name: Andrew Marsh
   Job Title: Fire Chief
2. Mailing Address: 3615 S Elati St
   Englewood, CO 80110
3. Primary Phone Number: 303-762-2481
4. Secondary phone number:
5. E-Mail:
6. Preferred method of contact: email

C. EMS Alternate Contact

1. Alternate Contact's Name: Richard Petau
   Job Title: Deputy Fire Chief
2. E-Mail:

D. EMS Medical Director

1. Medical Director's Name: John Riccio
2. Mailing Address: Emergency Physicians at Porter Hospital
   7887 E. Belleview Ave. Ste 1100
   Englewood, CO 80110
3. Primary Phone Number: 303-703-9151
4. Secondary phone number:
5. E-Mail:
6. Colorado Medical License Number: D80026946

E. Second EMS Medical Director
1. Medical Director's Name: [Medical Director's Name]
2. Mailing Address: [Mailing Address]
3. Primary Phone Number: [Primary Phone Number]
   Secondary phone number: [Secondary phone number]
4. E-Mail: [E-Mail]
5. Colorado Medical License Number: [Colorado Medical License Number]

F. EMS Data Administrator

1. EMS Data Administrator Name: John Svejcar
   Job Title: Training Bureau Chief
2. Primary Phone Number: 303-762-2470
   Secondary phone number: 
3. E-Mail: email
4. Preferred method of contact: email

G. Emergency 24 Hour Contact

1. Emergency Contact Name: MetCom Dispatch Center Dispatch
   Job Title: MetCom Dispatch Center
2. Primary Phone Number: 720-258-8911
3. E-Mail: metCom Dispatch Center
4. Dispatch Center Name: Eric Hurst
   Dispatch Center Contact Person: Eric Hurst
   24/7 Contact Number: 720-258-8911

Services and Structure

1. Organizational Structure: Fire based
2. Corporate / Tax Status: government
3. Government Type: Municipal - town / city
3a. Is this EMS service established as a governmental enterprise or enterprise fund? No
3b. Indicate the Type of Special District for this EMS Service: N/a
4. Funding Types: User Fees,
   Tax Funding / Mill Levy,
   grant
5. Billing Method: Contract Service
6. Primary service provided by your EMS Organization: Scene response with transport
7. Other services provided by your EMS organization: Scene response without transport,
   Rescue,
   Hazardous Materials Response
8. What level of provider can your service send to EVERY call? Paramedic
Personnel

<table>
<thead>
<tr>
<th>Category</th>
<th>Full Time</th>
<th>Part Time</th>
<th>Volunteer</th>
<th>Total</th>
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<tbody>
<tr>
<td>1. First Responder</td>
<td>1</td>
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<td>1</td>
</tr>
<tr>
<td>2. Emergency Medical Technician (EMT):</td>
<td>24</td>
<td></td>
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<td>24</td>
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<tr>
<td>3. Advanced Emergency Medical Technician (AEMT):</td>
<td></td>
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<tr>
<td>4. Intermediate</td>
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<td></td>
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</tr>
<tr>
<td>5. Paramedic</td>
<td>25</td>
<td></td>
<td></td>
<td>25</td>
</tr>
<tr>
<td>6. Nurse</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>7. Physician</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Administrative / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Full-Time Equivalent Count:</td>
<td></td>
<td></td>
<td></td>
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</table>

Requests for EMS Services

A. Requests for Services

1. Emergency Response with Transport: 2,626
2. Interfacility Transports: 692
3. Emergency Response, no Transport: 16
4. Emergency Response Care Transferred / Transport by Other: 2
5. Standby: 133
6. Cancelled Calls: 3,469

B. EMS Financial Resources

1. Total Annual EMS Budget for this Organization: $96,000.00
2. Billing:
   2a. Total Annual EMS Charges Billed: $2,375,000.00
   2b. Contractual Allowances and Discounts (if known): $0.00
   2c. Net Annual EMS Charges Billed: $2,375,000.00
3. Total Annual EMS Charges Collected: $760,000.00
4. Collection rates:
   4a. Crude Collection Rate: 32.00%
   4b. Adjusted Collection Rate: 32.00%
Colorado EMTS Provider Grant

Counties Licensed In

1. List all counties where this agency is licensed for Ground transport services:

   Arapahoe

EMS Ground Demographics

A. Demographics of Service Area for Ground Transport

1. Employment Type: Paid
2. Number of stations for this Service: 3
3. Average Call Time (Dispatch to Back-In-Service): 35.00 minutes
4. Average patient mileage per transport: 1.72 miles
5. Total square miles of your primary service area (land & water): 7
6. Estimated permanent population of your primary service area: 32,300
7. Population Density of Service Area: 4,614.29

B. Ambulances in Service

1. How many EMS transport vehicles (ambulances) does this organization own or lease? 3
2. Given typical conditions, please estimate how many EMS transport vehicles with appropriate staffing could this organization deploy to a state or national emergency outside of the local area? 2

C. EMS Ground Billing Rates

1. BLS Emergency – HCPCS Code A0429: $775.00
2. ALS Emergency – HCPCS Code A0427: $775.00
3. ALS Level 2 – HCPCS Code A0433: $775.00
4. Specialty Care Transport – HCPCS Code A0434: $0.00
5. Mileage Rate – HCPCS Code A0425: $12.00
D. System Participation

1. Is your agency National Incident Management System (NIMS) compliant? Yes

Vehicles

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Make / Model / Year</th>
<th>Box Make</th>
<th>Mileage</th>
<th>Equipped For</th>
<th>All Wheel Drive</th>
<th>Type</th>
<th>Bought with EMS Funds</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>6491</td>
<td>Ford / E-450 / 2001</td>
<td>McCoy Miller</td>
<td>96,825</td>
<td>ALS</td>
<td>I</td>
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<td>6354</td>
<td>Dodge / Ram5500 / 2012</td>
<td>Taylormade</td>
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<td>I</td>
<td>Yes</td>
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<td>6353</td>
<td>Chevrolet / Truck / 2009</td>
<td>Medtec</td>
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<td>ALS</td>
<td>I</td>
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<td>In Use</td>
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Past Years Grant History

<table>
<thead>
<tr>
<th>Year</th>
<th>Category</th>
<th>Total Requested</th>
<th>State Amount</th>
<th>Funded Amount Spent</th>
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<tbody>
<tr>
<td>2015</td>
<td>EMS and Trauma Equipment</td>
<td>$97,339.75</td>
<td>$48,669.87</td>
<td>$48,669.87</td>
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<tr>
<td>2013</td>
<td>Other</td>
<td>$3,900.00</td>
<td>$1,950.00</td>
<td>$1,950.00</td>
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<tr>
<td>2012</td>
<td>Ambulance and Other Vehicles</td>
<td>$175,000.00</td>
<td>$87,500.00</td>
<td>$72,000.00</td>
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</tbody>
</table>

Financials and Other Attachments

Financial Questions

1. Briefly Describe how this organization is funded and why it may require EMTS grants:
   In recent years, the City of Englewood has experienced an economic recession. Sales tax revenues have been flat or slightly decreased as expenses have steadily increased. As recently as 2011 City salaries were frozen and all City employees were furloughed four work-days. In 2012, while employee costs rose slightly, the City was forced to reduce its budgeted operating fund 2% below the initially approved amount. In 2013, early promising increases in revenue diminished significantly during April and May. In June, the City anticipated a shortfall of approximately $1 million by year’s end. All departments were directed to again reduce budgets by 2%. Increased personnel costs, which comprise 91% of the fire department’s operating budget, have continued to rise each year as revenues have remained static. The city anticipates a revenue vs. expenditure differential of between $1.5 and $2 million by the end of 2014. Capital expenditures for equipment, such as what this grant seeks to provide, are virtually impossible to obtain in the current economic environment. The fire department needs to replace its aging EMS Equipment. This was not an approved budget item for 2015. The

https://www.hfemsd3.dphe.state.co.us/CEMSISWeb_GrantRequests/page3110PrintHtml.a... 1/22/2015
purchase of necessary EMS Equipment will not be possible without this grant, as there are virtually no EMS capital items in the 2015 approved budget for the Fire Department.

2. Briefly describe any affiliations or partnerships this organization has with any parent or subsidiary organizations:

Attachments

1. Required attachments: No files found

Close
COUNCIL COMMUNICATION

<table>
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<tr>
<th>Date:</th>
<th>Agenda Item:</th>
<th>Subject:</th>
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<tbody>
<tr>
<td>February 2, 2015</td>
<td>11 c ii</td>
<td>Contract for Transit Shuttle Services</td>
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<table>
<thead>
<tr>
<th>Initiated By:</th>
<th>Staff Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Development Department</td>
<td>Harold J. Stitt, Senior Planner</td>
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PREVIOUS COUNCIL ACTION


RECOMMENDED ACTION

Staff recommends Council approve, by Motion, an agreement between the City of Englewood and MV Public Transportation, Inc. for 2015 management, operation, and maintenance of the art shuttle. The contract amount is $263,773.00

BACKGROUND AND ANALYSIS

In 2009, after five years of art shuttle service, the Community Development Department issued a Request for Proposals (RFP) for management, operation, and maintenance of the shuttle. In 2010, the contract for art shuttle management, operation, and maintenance was awarded to MV Transportation. This contract included the option of four one-year extensions and the contract approved in 2014 was the fourth and final extension.

In October 2014, the City issued Request For Proposals 14-023 (RFP) to provide services for the art shuttle. The RFP specified that the vehicles have a 2012 manufacture date or newer unless approved by City prior to bid submission. Two responses were received by the October 31, 2014 deadline, from MV Transportation, and Western Parking Management.
The proposals were as follows:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Cost per hour</th>
<th>Year #1</th>
<th>Year #2</th>
<th>Year #3</th>
<th>Year #4</th>
<th>Year #5</th>
</tr>
</thead>
<tbody>
<tr>
<td>MV Transportation</td>
<td></td>
<td>$51.60</td>
<td>$51.79</td>
<td>$53.19</td>
<td>$54.65</td>
<td>$56.20</td>
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<td>Annual Cost</td>
<td>$315,821.00</td>
<td>$316,946.00</td>
<td>$325,535.00</td>
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<td>Western Parking Management</td>
<td>Cost per hour</td>
<td>$55.65</td>
<td>$57.31</td>
<td>$59.03</td>
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<td>Annual Cost</td>
<td>$340,587.00</td>
<td>$350,737.00</td>
<td>$361,263.00</td>
<td>$372,096.00</td>
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Based on the cost comparison, City and RTD staff determined that MV Transportation was the preferred vendor of shuttle operations for 2015. In early November, 2014, MV Transportation was notified that their bid was the lowest acceptable bid and pending City Council approval, they would be awarded the shuttle contract for 2015.

MV Transportation then notified City staff that the condition of the current 2007 vehicles was such that they could remain in service for at least one more year and if acceptable to the City the contract cost could be reduced substantially. Staff accepted this recommendation and the contract amount for 2015 reflects this cost reduction.

**FINANCIAL IMPACT**

This contract is for the operation of art Shuttle services in the amount of $263,773.00. RTD will reimburse the City the contract and fuel costs less the lost fare amount. The lost fair amount is equivalent to the fare capture rate times the percentage of riders that would not have had a RTD pass or a transfer from another RTD service, had the art operated as a fare service charging the standard RTD full fare. The calculated lost fare amount for 2015 will be $79,531. This lost fare amount is included in the approved 2015 Community Development Department budget. The contract continues the same level of service operating Monday through Friday, 6:30 am to 6:30 pm at no cost to riders.

**ATTACHMENTS**

Contract
Transit Shuttle Services Operations Contract

This Contract is made and entered into as of the ___ day of __________, 2015, by and between the City of Englewood, a Colorado Municipal Corporation (City), and MV Public Transportation Inc., a California Corporation whose address is 5910 N Central Expressway, Suite 1145, Dallas, TX 75206 (MV).

WHEREAS, The purpose of this contract is to implement various transportation services and improvements to reduce dependency on the single occupant automobile, facilitate movement of traffic to and within the commercial areas of the City of Englewood and to minimize traffic congestion in the shuttle area.

WHEREAS, The City desires to engage MV to provide said Transit Shuttle Management, Operations, and Maintenance services.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purpose:** The purpose of this Contract is to set forth all of the terms and conditions agreed upon between the Parties by which MV shall provide to the City: transit management, operations, and maintenance services, as provided herein. MV shall perform such services as set forth in this contract using that degree of care, skill, and knowledge employed by leading contractors in the field of transit management and operations in the United States.

2. **Scope of Services:** This Contract incorporates the requirements, conditions, obligations and promises of the City’s "Notice Inviting Proposals For A Circulator Shuttle In The City Of Englewood, Colorado", dated October 13, 2014 and the "Proposal to Provide Management, Operation and Maintenance Services for the art shuttle in the City of Englewood, Colorado" by MV Public Transportation, Inc., dated October 31, 2014. In the event of contradiction among the Contract documents, the terms and conditions of this Contract shall prevail.

3. **Independent Contractor:** The City hereby contracts with MV to provide the shuttle services described herein within the City of Englewood as an independent contractor and not as an agent of the City.

4. **Quality of Service:** MV acknowledges that, through the provision of services, the City desires to provide to their citizens a high quality of service in the operation and maintenance of this shuttle system. MV agrees to supply the shuttle services described in paragraph two, above, in a safe, efficient, and professional manner.

5. **Compensation:** Compensation for 2015 shall be an amount not to exceed $263,773.00 ($43.10 per revenue service hour). In subsequent years MV will be compensated according to the following rate schedule:

<table>
<thead>
<tr>
<th>Date Range</th>
<th>Rate Per Service Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2016 - December 31, 2016</td>
<td>$43.43</td>
</tr>
<tr>
<td>January 1, 2017 - December 31, 2017</td>
<td>$44.01</td>
</tr>
<tr>
<td>January 1, 2018 - December 31, 2018</td>
<td>$45.51</td>
</tr>
</tbody>
</table>
January 1, 2019 – December 31, 2019 $47.09 per revenue service hour

Note 1: The rates above do not include costs for Professional Liability Insurance as the parties have agreed to remove this requirement from this Contract.

Note 2: The rates above are based upon an estimated volume of 6,120 annual revenue hours (12 revenue hours each bus using 2 buses per day for 255 days per year) unless otherwise agreed upon.

Note 3: For purposes of this Contract, revenue service hours shall be calculated from arrival at the first shuttle pick-up location to the departure from the last shuttle drop-off location.

Note 4: Compensation is based upon Option 1 presented in MV Transportation, Inc.’s proposal on page 68, utilizing the existing (used) 2007 Chevrolet Starcraft XL 32’ vehicles.

Note Five: Payment terms are net thirty (30) days from date of MV invoice.

6. **Term:** This Contract shall be for a term of twelve months commencing upon January 1, 2015 and ending at midnight, December 31, 2015. Thereafter, the Contract shall renew each year on January 1, for four consecutive one-year terms, subject to the termination provisions of the contract.

7. **Applicable Law:** The parties agree this Contract shall be governed by and construed in accordance with the law of the State of Colorado. The venue for any litigation shall be Arapahoe County, Colorado.

8. **Termination:** In addition to any other rights provided herein, the City shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Contract and further performance of the services by delivery to MV of written Notice of Termination, of not fewer than ninety (90) days, specifying the extent and effective date of termination. Should the City terminate this Contract for default of MV, the City will provide MV written notice of the alleged default and ten (10) days to cure the alleged default. Any provision of this Agreement or its attachments which impose upon the City directly or indirectly, any financial obligations whatsoever may be performed in any fiscal year subsequent to the year of execution of this Agreement is expressly made and contingent upon and subject to funds for such financial obligation being appropriated budgeted and otherwise made available per Article X, Section XX of the Colorado Constitution (TABOR).

9. **Amendments:** All changes to this Contract shall be in writing and executed by the authorized officials of the Parties. In the event a change in this Contract is anticipated to cause an increase or decrease in the annual revenue service hours or in the Operating Expenses hereunder, MV and the City agree to negotiate an increase or decrease in the contracted amount of compensation. In the event any Federal, State, or local law, rule, regulation or ordinance becomes operative during the term of this Contract that has the effect of increasing MV’s operating costs, to include, but not limited to, laws, rules, regulations, or ordinances pertaining to environmental protection or climate change, such as carbon credits, or new taxes imposed based on energy consumption; changes in the
Americans With Disabilities Act; or government mandated increases to employee wages and/or benefits, to include health care benefits, City and MV shall meet to discuss the impact of these unanticipated additional costs and negotiate an equitable adjustment to MV's rates. In the event City and MV are unable to agree on the amount of the equitable rate adjustment, MV may terminate this contract for convenience.

10. **Assignment:** MV shall not assign its performance of this contract without the prior written consent of the City, which consent shall not be unreasonably withheld. Any attempt by the contractor to assign any performance of this contract without such consent shall be null and void.

11. **Subject to Annual Appropriation:** Any provision of this agreement or its attachments which impose upon the City, directly or indirectly, any financial obligation whatsoever to be performed or which may be performed in any fiscal year subsequent to the year of execution of this agreement is expressly made contingent upon and subject to funds for such financial obligation be appropriated, budgeted and otherwise made available.

12. **Verification of Compliance with C.R.S. 8-17.5-101 ET. SEQ. Regarding Hiring of Illegal Aliens:**

   (a) **Employees, Consultants and Sub-consultants:** Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Consultant shall not contract with a sub-consultant that fails to certify to the Consultant that the sub-consultant will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

   (b) **Verification:** Consultant will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. Consultant is prohibited from using the E-Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

   (c) **Duty to Terminate a Subcontract:** If Consultant obtains actual knowledge that a sub-consultant performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall;

      (1) notify the sub-consultant and the City within three days that the Consultant has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and

      (2) terminate the subcontract with the sub-consultant if, within three days of receiving notice required pursuant to this paragraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.
(d) **Duty to Comply with State Investigation:** Consultant shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation by that the Department is undertaking pursuant to C.R.S. 8-17.5-102 (5)

(e) **Damages for Breach of Contract:** The City may terminate this contract for a breach of contract, in whole or in part, due to Consultant’s breach of any section of this paragraph or provisions required pursuant to CRS 8-17.5-102. Consultant shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph 12.

13 **Drug and Alcohol Testing Program:** The City shall require its contractor providing the Services to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or the Regional Transportation District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 40 and 655 and review the testing process. The Local Entity further agrees to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to the Substance Abuse Testing Department, Regional Transportation District, 1600 Blake Street, Denver, CO 80202. To certify compliance, the Local Entity will use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

14 **Notice** All notices required herein shall be deemed effective on the date of receipt, with such notice in writing and sent to the other party via certified mail, return receipt requested, or via a commercial delivery service with signed delivery receipt obtained. Such notices shall be addressed as follows: To MV: General Counsel, MV Public Transportation, Inc., 5910 N Central Expressway, Suite 1145, Dallas, Texas 75206. To the City: Harold Stitt, Community Development Department, City of Englewood, 1000 Englewood Parkway, Englewood, CO 80110

15. **Rate Changes** The City and MV shall negotiate higher or lower rates as specified in Section 5 of this Contract for MV’s increased or decreased costs in the event any of the following event(s) occur during the term of this Contract or any extension thereof. MV shall provide written notice to the City in the event of one or more of these events occurs, and the City shall amend MV’s rates from the first day of MV’s increased or decreased costs: (i) in the event the amount of annual revenue increases or decreases more than 10% from the level’s specified in the at Section 5; (ii) in the event a local, state or federal government with jurisdiction over MV’s employees orders an increase in the mandated minimum wages, payroll taxes or fringe benefits applicable to employees of MV that was unknown to MV when it submitted its Proposal to the City; and (iii) in the event a local, state or federal government entity with jurisdiction over MV adopts a law, rule, regulation or order subsequent to the date when MV submitted its Proposal to the City, which law, rule, regulation or order has the effect of increasing MV’s costs hereunder.
16. **Force Majeure** MV shall be excused from performing its obligations herein during the
time and to the extent that it is prevented from performing by a cause beyond its control, including,
but not limited to, any incidence of fire, flood, strike, acts of God, acts of the Government (federal,
state or local), war or civil disorder, violence or the threat thereof, severe weather, unusual traffic
conditions, commandeering of material, products, plants or facilities by the Government, fuel or
material shortages or for any other event reasonably beyond the control of MV.

17. **Waiver** Failure of either party to assert any right, which it has under this Agreement, or to
assess penalties as provided, shall not act as a waiver as to that party’s right to enforce the provisions
of said Agreement, or assess penalties in the future.

18. **Intellectual Property** The City acknowledges that the MV provided computer software
and business processes (hereinafter “Intellectual Property”) are the intellectual property of MV, and
neither the City nor any successor contractor shall acquire any ownership interest in the Intellectual
Property under this Agreement. All right, title and interest, including copyright interests and any
other intellectual property, in and to the Intellectual Property, object code, source code, interfaces or
similar computer code and written materials produced or provided or used by MV during its
performance of the services hereunder, including all enhancements, modifications and derivative
works under this Agreement (collectively, the “Intellectual Property”) shall be the property of MV.
The City acknowledges that a license (the “License”) to the City to utilize any Intellectual Property
provided by MV is limited in time and scope, is non-exclusive and non-transferable, and the City
may not (i) sublicense, assign, transfer, rent or lease the Intellectual Property; (ii) copy, distribute or
otherwise provide the Intellectual Property or use thereof to any third party without the express
written consent of MV (which consent may be withheld in MV’s sole discretion), or (iii) modify,
reverse engineer, disassemble, decrypt, decompile or make derivative works of the Intellectual
Property. The Intellectual Property License may be used only for the internal business purposes of
the City and only during the Term of this Agreement. The City’s License and any right to use the
Intellectual Property or any trademark, service mark or copyrighted MV material ceases immediately
upon termination or expiration of this Agreement, and upon such event, the City shall return to MV
or destroy any MV Intellectual Property (including manuals or other written materials relative to the
Intellectual Property).

19. **Complete Agreement** This Agreement contains the entire understanding between the
parties. Any prior Agreement, whether oral or written, shall be invalid upon execution of this
Agreement.
IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and date first above written.

MV PUBLIC TRANSPORTATION, INC

By: ___________________________ ___________________________
    David B. Brown, Interim CFO Patricia McArdle Associate General
    Counsel

STATE OF TEXAS )
   ) ss
COUNTY OF DALLAS )

The foregoing instrument was acknowledged before me this ____ day of ____________, 2015,

By: ___________________________ ___________________________
    David B. Brown as Interim CFO of MV Public Transportation, Inc.,
    and

    Patricia McArdle as Associate General Counsel of MV Public Transportation,
    Inc.

My commission expires: ___________________________ Notary Public

CITY OF ENGLEWOOD, COLORADO

By: ___________________________
    Randy P. Penn, Mayor

ATTEST:

__________________________
Loucrishia A. Ellis, City Clerk

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IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and date first above written.

MV PUBLIC TRANSPORTATION, INC

By: ___________________________ David B. Brown, Interim CFO ___________________________ Patricia McArdle Associate General Counsel

STATE OF TEXAS )
COUNTY OF DALLAS ) ss

The foregoing instrument was acknowledged before me this 19th day of January, 2015,

By: ___________________________ David B. Brown as Interim CFO of MV Public Transportation, Inc., and

____________________________ Patricia McArdle as Associate General Counsel of MV Public Transportation, Inc.

My commission expires: 01/08/2017

CITY OF ENGLEWOOD, COLORADO

By: ___________________________ Randy P. Penn, Mayor

ATTEST:

____________________________ Loucrishia A. Ellis, City Clerk