Agenda for the
Regular Meeting of the
Englewood City Council
Monday, May 18, 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.
   a. Minutes from the Regular City Council Meeting of May 4, 2015.

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. Rita Russell, an Englewood resident, will be present to address City Council regarding Service Line Warranties.
   b. Elaine Hults, an Englewood resident, will be present to address City Council about the “Emperor’s New Clothes.”

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.

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.
8. Communications, Proclamations, and Appointments.

9. Consent Agenda Items
   a. Approval of Ordinances on First Reading.
      i. Council Bill No. 21 – Recommendation from the Public Works Department to approve a bill for an ordinance accepting the dedication of easements for sidewalk, signage, and traffic signal equipment in the 4900 and 5000 blocks of South Broadway. **Staff Source: Dave Henderson, Deputy Public Works Director.**
      ii. Council Bill No. 22 – Recommendation from the Utilities Department to approve an ordinance authorizing an intergovernmental agreement with the City and County of Denver for a Geographic Information System Information Sharing Agreement for transfer of information for fire suppression purposes. **Staff Sources: Stewart H. Fonda, Director of Utilities and Frank Gryglewicz, Director of Finance and Administrative Services.**
   b. Approval of Ordinances on Second Reading.
      i. Council Bill No. 12, authorizing an intergovernmental cooperation agreement with Arapahoe County related to the conduct of the Community Development Block Grant and HOME Investment Partnership for the grant year 2016 through 2018.
   c. Resolutions and Motions.
      i. Recommendation from the Finance and Administrative Services Department to approve a resolution authorizing a supplemental appropriation transferring $35,516 from the General Fund to the Public Improvement Fund for the Recreation Center HVAC Project. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**
      ii. Recommendation from the Finance and Administrative Services Department to approve a resolution transferring and appropriating $51,450 for a professional services agreement with Slate Communications for Community Branding. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**
      iii. Recommendation from the Department of Parks and Recreation to approve a resolution authorizing the Parks and Recreation Facility Naming Policy. **Staff Source: Joe Sack, Recreation Services Manager.**
      iv. Recommendation from the Public Works Department to approve, by motion, the purchase of a 2015 Chevrolet Caprice. Staff recommends purchasing the vehicle from a dealership through the State of Colorado Fleet Management bid in the amount of $31,163. **Staff Source: Pat White, Fleet Manager.**

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.
   
a. A public hearing to gather input on Council Bill No. 17, authorizing amendments to Title 16: Unified Development Code amending the regulations concerning Administrative Adjustments.

11. Ordinances, Resolutions and Motions.
   
a. Approval of Ordinances on First Reading.
   
i. Council Bill No. 23 – Recommendation from the Community Development Department to adopt a bill for an ordinance vacating The Broadway Planned Development. Staff further requests that Council set July 6, 2015 as the Public Hearing date to gather public input on the proposed amendments. **Staff Source: Audra Kirk, Planner I.**

b. Approval of Ordinances on Second Reading.
   
i. Council Bill No. 18, authorizing an intergovernmental agreement with the City and County of Denver to provide Fire Protection and EMS Services.

   ii. Council Bill No. 19, authorizing revisions to the Englewood Municipal Code to coordinate with the intergovernmental agreement with the City and County of Denver for Fire and EMS Services.

   iii. Council Bill No. 20, reconciling outstanding intergovernmental agreements, grants and contracts with various organizations to coordinate with the intergovernmental agreement with the City and County of Denver for Fire and EMS Services.

c. Resolutions and Motions
   
i. Recommendation from the Department of Parks and Recreation to approve a resolution authorizing naming the Belleview Park ballfield the “Jack Poole Field”. **Staff Source: Joe Sack, Recreation Services Manager.**

   ii. Recommendation from the City Manager’s Office to approve, by motion, a professional services agreement for community branding/marketing initiative. Staff recommends awarding the contract to Slate Communications, in the amount of $51,450. **Staff Sources: Eric A. Keck, City Manager and Leigh Ann Hoffhines, Communications Coordinator.**

   iii. Recommendation from the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee to approve, by motion, a contract for the Lighting Replacement Project at the Littleton/Englewood Wastewater Treatment Plant. Staff recommends awarding the contract to the lowest acceptable bidder, Colorado Lighting Inc., in the amount of $120,399.93. **Staff Sources: Stewart H. Fonda, Director of Utilities and Chong Woo, Engineering/Maintenance Manager.**
iv. Recommendation from the Public Works Department to approve, by motion, a construction contract for the Recreation Center HVAC replacement equipment. Staff recommends awarding the contract to the second lowest acceptable bidder, American Mechanical Services, in the amount of $856,516 [Contingent on approval of 9 c i]. Staff Source: Michael Hogan, Facilities and Operations Manager.

12. General Discussion.
   a. Mayor’s Choice.
      i. Future Study Session Topics
   b. Council Members’ Choice.
      i. Arapahoe County Fair Sponsorship on July 23, 2015.
      ii. Registration for the Colorado Municipal League Conference in Breckenridge, CO from June 16-19, 2015


15. Adjournment.
COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Staff discussed the proposed easement dedications with Council at the February 2, 2015 Study Session.

RECOMMENDED ACTION

Staff recommends that City Council approve a bill for an ordinance accepting the dedication of easements for sidewalk, signage, and traffic signal equipment in the 4900 and 5000 blocks of S. Broadway.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Sprouts development, on S. Broadway north of Belleview, required the filing of a subdivision plat prior to construction. The subdivision plat filed in 2011 called for the future dedication of easements on S. Broadway for public improvements (see attached aerial photo exhibit for general location of easements).

The purpose of waiting for the formal dedication until after construction is to assure that the dedicated Transportation Easements are based on “as-built” improvements. Per our agreement, the developer retained the services of a professional land surveyor who has prepared legal descriptions based on actual field locations of the improvements (see the attached exhibit for the general location of the proposed dedications).

The original developer of the project, Cadence Capital Investments, has transferred ownership of the property to the following two parties:

- Sitbul, LLC purchased 4979 S. Broadway (Advanced Auto Site)
- Den Retail 1, LLC purchased 4989 and 5001 S. Broadway (Sprouts and other retail/restaurants)

Authorized officers of the record owners have executed the attached easement documents.

FINANCIAL IMPACT

No financial impact is associated with this action.

LIST OF ATTACHMENTS

Aerial photos showing general location of dedications
Proposed Bill for an Ordinance
BY AUTHORITY

ORDINANCE NO. ___
SERIES OF 2015
COUNCIL BILL NO. 21
INTRODUCED BY COUNCIL
MEMBER __________

A BILL FOR

AN ORDINANCE AUTHORIZING ACCEPTANCE AND DEDICATION OF TWO TRANSPORTATION AND UTILITY EASEMENTS TO THE CITY OF ENGLEWOOD, COLORADO FOR SIDEWALK, SIGNAGE, AND TRAFFIC SIGNAL EQUIPMENT IN THE 4900 AND 5000 BLOCKS OF SOUTH BROADWAY, ENGLEWOOD, COLORADO.

WHEREAS, the Sprouts development on South Broadway North of Belleview, required the filing of a subdivision plat prior to construction; and

WHEREAS, the subdivision plat filed in 2013 called for the future dedication of easements on South Broadway for public improvements; and

WHEREAS, the purpose of waiting for the formal dedication until after construction is to assure that the dedicated Transportation Easements are based on “as-built” improvements; and

WHEREAS, the developer retained the services of a professional land surveyor who prepared legal descriptions based on actual field locations of the improvements; and

WHEREAS, the original developer of the project, Cadence Capital Investments, has transferred ownership of the property to the following two parties:
- Sitbul, LLC purchased 4979 South Broadway (Advance Auto Site)
- Den Retail 1, LLC purchased 4989 and 5001 South Broadway (Sprouts and other retail/restaurants; and

WHEREAS, the passage of this Ordinance will accept the Transportation Easement and Utility Easement for 4979 South Broadway from Sitbul, LLC. to the City; and

WHEREAS, the passage of this Ordinance will accept the Transportation Easement and Utility Easement for 4989 and 5001 South Broadway from Den Retail 1 LLC. to the City.

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

Section 1. The Transportation Easement and Utility Easement for 4979 South Broadway between Sitbul, LLC. to the City of Englewood, Colorado attached hereto as “Attachment 1,” is hereby accepted and approved by the Englewood City Council.
Section 2. The Transportation Easement and Utility Easement for 4989 and 5001 South Broadway between Den Retail 1 LLC, to the City of Englewood, Colorado attached hereto as “Attachment 2,” is hereby accepted and approved by the Englewood City Council.

Introduced, read in full, and passed on first reading on the 18th day of May, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 21st day of May, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 20th day of May, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 18th day of May, 2015.

Loucrishia A. Ellis
GRANT OF TRANSPORTATION AND UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that SITBUL, LLC, a Colorado limited liability company, whose address is P.O. Box 3434 Englewood, CO 80155-3434, Owner of the property described, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged do hereby grant and convey to the CITY OF ENGLEWOOD, a municipal corporation duly organized and existing by virtue of the Constitution of the State of Colorado, a permanent right of entry and permanent access, transportation and utility easement on the property described in Exhibit A, which is attached hereto and incorporated herein by this reference (hereinafter the "Easement Premises") upon which to construct, reconstruct, operate, remove, repair and maintain access for a transportation and utility facilities and related appurtenances across, on, under and through the Easement premises, described in Exhibit A and situate in the City of Englewood, County of Arapahoe, State of Colorado, also known as 4979 South Broadway, Englewood, Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement the day and year first above written.

SITBUL, LLC

By: Michael C. Bullock

STATE OF Colorado )
COUNTY OF Arapahoe ) ss.

The foregoing instrument was acknowledged before me this __th day of __________, 2015, by Michael C. Bullock as ______________ of SITBUL, LLC.

My Commission expires: __________________________

SIGNED this __th day of __________, 2015.

Notary Public

JANICE D. MORROW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944018216
MY COMMISSION EXPIRES FEBRUARY 13, 2019
EXHIBIT A

4979 S. Broadway

Transportation Easement

A portion of Lot 3, Broadbell Subdivision as platted in the records of Arapahoe County, Colorado at Reception Number D3119053, located in the SW 1/4, Section 10, Township 5 South, Range 68 West of the Sixth Principal Meridian in the City of Englewood, more particularly described as follows:

Commencing at the southeast corner of said Lot 3;

Thence N0°10'29"E along the west right-of-way line of S. Broadway, 2.89 feet to the Point of Beginning;

Thence through said lot along the following seven courses:

1) N89°49'31"W, 2.00 feet;
2) N0°10'29"E, 8.44 feet;
3) N89°49'31"W, 1.50 feet;
4) N0°10'29"E, 6.00 feet;
5) S89°49'31"E, 1.50 feet;
6) N0°10'29"E, 14.63 feet;
7) S89°49'31"E, 2.00 feet to said west line;

Thence S0°10'29"W along said west line, 29.07 feet to the Point of Beginning.

Said parcel, as described, contains an area of 67 square feet, more or less.

Basis of Bearings

The east line, SW 1/4, Section 10 bears S00°10'29"W per the Arapahoe County Horizontal Control Network. It is monumented at the center of Section 10 by a 3-1/4" aluminum cap in monument box, 0.4 feet below roadway surface, PLS 27278 and at the south 1/4 corner, section 10 by a steel axle, 29" long with concave top in monument box, 13" below asphalt surface, PLS 22571.

Certification

Brian Krombein, PE, PLS
For and on behalf of
Vermilion Peak Engineering LLC
1745 Shea Center Drive, 4th Floor
Highlands Ranch, CO 80129

Page 1 of 2
LOT 2, BROADBELL SUBDIVISION
(4989 S. BROADWAY)

LOT 3, BROADBELL SUBDIVISION
(4979 S. BROADWAY)

POINT OF COMMENCEMENT -
SE CORNER, LOT 3

N89° 49' 31"W
1.50'

N00° 10' 29"E
6.00'

S89° 49' 31"E
1.50'

N00° 10' 29"E
14.63'

S89° 49' 31"E
2.00'

S00° 10' 29"W
29.07'

SOUTH 1/4 CORNER, SECTION 10
STEEL AXLE, 29" LONG WITH
CONCAVE TOP IN MONUMENT BOX,
13" BELOW ASPHALT SURFACE,
PLS 22571

TRANSPORTATION EASEMENT
4979 S. BROADWAY
JOB NO. 13104
DATE: AUGUST 15, 2014
SHEET 2 OF 2
GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that DEN RETAIL 1 LLC, a Delaware limited liability company, whose address is c/o Zurich Alternative Asset Management, LLC, One Liberty Plaza, 165 Broadway, 21st Floor, New York, N.Y. 10006, owner of the property described, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged do hereby grant and convey to the CITY OF ENGLEWOOD, a municipal corporation duly organized and existing by virtue of the Constitution of the State of Colorado, a permanent right of entry and easement on the property described in Exhibit A, which is attached hereto and incorporated herein by this reference (hereinafter the "Easement Premises") upon which to replace, reconstruct, operate, remove, repair and maintain access for those existing transportation and utility facilities referenced below and related appurtenances across, on, under and through the Easement premises, described in Exhibit A and situate in the City of Englewood, County of Arapahoe, State of Colorado, also known as 4989 and 5001 South Broadway, Englewood, Colorado.

The easement over Parcel C shall be for the existing traffic signal controller cabinet located therein, and the easement over Parcels A and B shall be for the existing sidewalk and pedestrian access ways located therein.

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement the day and year first above written.

DEN RETAIL 1 LLC

By: Sean Bannon

STATE OF New York )
COUNTY OF Kings )

The foregoing instrument was acknowledged before me this 8th day of April, 2015, by Sean Bannon as President of DEN RETAIL 1 LLC.

My Commission expires: 12/18/2017
SIGNED this 8th day of April, 2015.

Notary Public

MANDI LEE BEDBURY
Notary Public, State of New York
No. 01BE6294353
Qualified in Kings County
Commission Expires Dec. 16, 2017
EXHIBIT A

4989 & 5001 S. Broadway

A portion of Lots 1 and 2, Broadbell Subdivision as platted in the records of Arapahoe County, Colorado at Reception Number D3119053, located in the SW 1/4, Section 10, Township 5 South, Range 68 West of the Sixth Principal Meridian in the City of Englewood, more particularly described as follows:

Parcel A
Commencing at the southeast corner of said Lot 1;
Thence N0°02'59"W along the west right-of-way line of S. Broadway, 125.73 to the Point of Beginning of Parcel A;
Thence through said Lot 1 along the following three courses:
  1) N43°57'25"W, 8.83 feet;
  2) N3°53'37"E, 91.57 feet;
  3) S86°06'23"E, 6.54 feet to said west right-of-way line;
Thence S3°53'37"W along said west line, 97.50 feet to the Point of Beginning of Parcel A.

Said parcel, as described, contains an area of 619 square feet, more or less.

Together with:

Parcel B
Beginning at the northeast corner of said Lot 1;
Thence S0°10'29"W along said west right-of-way line, 39.50 feet;
Thence through said Lots 1 and 2 along the following four courses:
  1) N26°25'21"W, 11.19 feet;
  2) N3°34'39"E, 35.82 feet;
  3) N0°10'29"E, 37.44 feet;
  4) S89°49'31"E, 2.88 feet to said west right-of-way line;
Thence S0°10'29"W along said west line, 43.71 feet to the Point of Beginning of Parcel B.

Said parcel, as described, contains an area of 274 square feet, more or less.

Together with:

Parcel C
Commencing at the northeast corner of said Lot 2;
Thence S0°10'29"W along said west right-of-way line of S. Broadway, 50.84 feet to the Point of Beginning of Parcel C;
Thence continuing S0°10'29"W along said west line, 10.83 feet;
Thence through said Lot 2 along the following three courses:
  1) N90°00'00"W, 7.84 feet;
  2) N0°00'00"E, 10.83 feet;
3) N90°00'00"E, 7.88 feet to the Point of Beginning of Parcel C;

Said parcel, as described, contains an area of 85 square feet, more or less.

Said three parcels together contain an area of 978 square feet, more or less.

**Basis of Bearings**

The east line, SW 1/4, Section 10 bears S00°10'29"W per the Arapahoe County Horizontal Control Network. It is monumented at the center of Section 10 by a 3-1/4" aluminum cap in monument box, 0.4' below roadway surface, PLS 27278 and at the south ¼ corner, section 10 by a steel axle, 29" long with concave top in monument box, 13" below asphalt surface, PLS 22571.

**Certification**

Brian Krombein, PE, PLS
For and on behalf of
Vermilion Peak Engineering LLC
1745 Shea Center Drive, 4th Floor
Highlands Ranch, CO 80129
COUNCIL COMMUNICATION

Date  
May 18, 2015

Agenda Item  
9 a ii

Subject  
Geographic Information System Sharing Agreement with the City of Denver

INITIATED BY  
Utilities Department

STAFF SOURCE  
Stewart Fonda, Director of Utilities  
Frank Gryglewicz, Director of Finance and Administrative Services

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City of Englewood's Mission is to promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity.

At the May 4, 2015 Council meeting Council approved a bill for an ordinance authorizing an Intergovernmental Agreement for Fire/EMS service with the City and County of Denver on first reading.

RECOMMENDED ACTION

Staff recommends Council approve a bill for an ordinance authorizing a Geographic Information Sharing Agreement with the City and County of Denver.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City and County of Denver's Fire Department will be assuming primary responsibility for fire suppression in the City of Englewood on June 1, 2015. The G.I.S. Information Sharing Agreement will facilitate the transfer of information for fire suppression purposes to the Technology Services Department of the City of Denver.

This agreement will coincide with the transfer of services to the City of Denver on June 1, 2015 and complies with the Colorado Open Records Act. The transferred information will be used solely for internal use only.

FINANCIAL IMPACT

None.

LIST OF ATTACHMENTS

GIS Information Sharing Agreement  
Proposed Bill for an Ordinance
A BILL FOR

AN ORDINANCE TO APPROVE THE GEOGRAPHIC INFORMATION SYSTEM (GIS) SHARING AGREEMENT WITH THE CITY AND COUNTY OF DENVER

WHEREAS, the City and County of Denver’s Fire Department will be assuming primary responsibility for fire suppression in the City of Englewood on June 1, 2015; and

WHEREAS, the GIS Information Sharing Agreement will facilitate the transfer of information for fire suppression purposes to the Technology Services Department of the City of Denver; and

WHEREAS, this agreement will coincide with the transfer of services to the City of Denver on June 1, 2015 and complies with the Colorado Open Records Act; and

WHEREAS, the transferred information will be used solely for internal use only

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 Intergovernmental Agreement with the City and County of Denver attached hereto as “Exhibit A”.

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

Section 3. No federal funds are being used for this project.

Introduced, read in full, and passed on first reading on the 18th day of May, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 21st day of May, 2015.
Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of May, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 18th day of May, 2015.

Loucrishia A. Ellis
City of Englewood
G.I.S. Information Sharing Agreement

The party known as City of Englewood, Colorado, (“City”) hereby acknowledges and accepts the following terms and conditions. Requestor in accepting Data from the City hereby acknowledges the limitations of such Data and the restrictions on its use:

The Data being provided is intended to comply with the Colorado Open Records Act. The Data is protected by the copyright laws of the United States of America and is being furnished by the City with all rights reserved. No part of the Data may be copied, reproduced or transmitted in any form or by any means whatsoever, including, but not limited to, electronic, mechanical, photocopying, recording, scanning, or by any information/data retrieval system. Requestor shall not license, relicense, sub-license, assign, release, publish, transfer, sell or otherwise make available any portion of the Data to a third party without the prior express written permission of the City.

The Data which is the subject of this Agreement, and which is generally referred to as geographic information systems or GIS data, has been developed solely for internal use only by the City, and the City makes no warranties, representations or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of the Data, nor accepts or assumes any liability arising from or for any incorrect, incomplete or misleading Data provided pursuant to this request. There are no warranties and/or representations, either expressed or implied, of merchantability or fitness of the Data for a particular purpose or use.

The City is not responsible for incidental, consequential, or special damages arising from the use of the Data provided to Requestor. Requestor agrees that the Data shall be used and relied upon only at the risk of Requestor.

Requestor warrants and represents to the City that he/she/it has full power, right and authority to enter into, and where applicable, to act as agent for Requestor and to be bound to perform all the terms and conditions pursuant to this request for Data.

This Agreement embodies the entire agreement between the parties. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or nature not contained herein. No amendments, changes, modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the
parties. This Agreement is not assignable under any circumstances whatsoever. All of the terms and conditions of this Agreement shall remain in full force and effect and apply to any changes, updates, revisions or amendments to the Data, which are the subject of this Agreement.

Requestor shall immediately notify the City in writing of any and all defects, errors, inaccuracies or any other problems with the Data discovered by Requestor.

Signatures for the Requestor(s):

Print: Cindy Zec
Address: 201 West Colfax
Denver, CO 80222

Signatures for the City:

Print: ______________________
BY AUTHORITY

ORDINANCE NO. ______ SERIES OF 2015
COUNCIL BILL NO. 12
INTRODUCED BY COUNCIL MEMBER OLSON

AN ORDINANCE APPROVING AND AUTHORIZING A THREE YEAR INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN ARAPAHOE COUNTY, COLORADO AND THE CITY OF ENGLEWOOD, COLORADO RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS FOR PROGRAM GRANT YEARS 2016 THROUGH 2018.

WHEREAS, the City Council of the City of Englewood approved the execution of an Intergovernmental Agreement between the City of Englewood and Arapahoe County by passage of Ordinance No. 39, Series of 1994, covering the City’s participation in the Arapahoe County CDBG Entitlement Program as extended by Amendment No. 3, for funding years 2004 through 2006; and

WHEREAS, the Englewood City Council passed Ordinance No. 13, Series of 2006 and that was modified by Amendment No. 1 dated February, 2007 relating to participation in the Urban County Entitlement Program for CDBG and HOME funds for 2007 through 2009; and

WHEREAS, the Englewood City Council passed Ordinance No. 38, Series of 2006 authorizing Amendment No. 1 to the Urban County Entitlement Program for CDBG and HOME funds for 2007 through 2009; and

WHEREAS, the Englewood City Council passed Ordinance No. 22, Series of 2009 authorizing participation in the Urban County Entitlement Program for CDBG and HOME funds for 2010 through 2012; and

WHEREAS, the Englewood City Council passed Ordinance No. 25, Series of 2012 authorizing participation in the Urban County Entitlement Program for CDBG and HOME Funds for 2013 through 2015; and

WHEREAS, the passage of this Ordinance authorizes the execution of a three-year Intergovernmental Cooperation Agreement between Arapahoe County and Englewood relating to the conduct of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs for program grant years 2013 through 2015; and

WHEREAS, the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs incorporate funds from the U.S. Department of Housing and Urban Development (HUD).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:
Section 1. The attached “Intergovernmental Joint Cooperation Agreement and HOME Consortium Agreement Between Arapahoe County, Colorado and the City of Englewood, Colorado Relating To The Conduct Of Community Development Block Grant (CDBG) And Home Investment Partnerships (HOME) Program and HOME Investment Partnerships Program for program grant years 2016 through 2018” attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor and City Clerk are hereby authorized to sign and attest said Agreement for and on behalf of the City of Englewood, Colorado.

Section 3. The City Manager shall be authorized to further extend and/or amend the Intergovernmental Cooperation Agreement for the program grant years 2016 through 2018.

Introduced, read in full, and passed on first reading on the 4th day of May, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 7th day of May, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 6th day of May, 2015 for thirty (30) days.

Read by title and passed on final reading on the 18th day of May, 2015.

Published by title in the City’s official newspaper as Ordinance No. ____, Series of 2015, on the 21st day of May, 2015.

Published by title on the City’s official website beginning on the 20th day of May, 2015 for thirty (30) days.

_________________________
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
INTergovernmental Joint Cooperation Agreement
and Home Consortium Agreement
Between
Arapahoe County, Colorado
and
City of Englewood, Colorado
Relating to the Conduct of
Community Development Block Grant Program
and
Home Investment Partnerships Program
For Grant Years 2016 Through 2018

This agreement is entered into and shall be effective as of September 19, 2015, by and between Arapahoe County, Colorado (the "County"), a body corporate and politic of the State of Colorado, and the City of Englewood (the "City"), a municipal corporation of the State of Colorado located in Arapahoe County.

Recitals

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 et seq.) ("HCDA"), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs under Title I of HCDA which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD"); and the Home Investment Partnerships Program ("HOME") was enacted under Title II (42 U.S.C. 12701-12839) of the Cranston-Gonzalez National Affordable Housing Act ("NAHA") which activities and programs are administered by HUD;

B. The primary objective of Title I of HCDA is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, and the primary objective of the HOME program is to expand the supply of decent, safe, sanitary and affordable housing for low and moderate income Americans. These objectives are to be accomplished by the federal government providing financial assistance pursuant to HCDA and NAHA in the form of Community Development Block Grant ("CDBG") funds and HOME funds to the state and local governments to be used in the conduct and administration of housing and community development activities and projects as contemplated by the primary objectives of the CDBG and HOME Programs;

C. To implement the policies, objectives and other provision of HCDA and NAHA, HUD has issued rules and regulations governing the conduct of CDBG programs, published in 24 Code of Federal Regulations (CFR), Part 570 (the "Regulations"), which regulations provide that a county may qualify as an "urban county", as defined in Section 570.3 of the regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG and HOME Programs as an urban county and also in 24 CFR, Part 92, governing the HOME program, which regulations provide that an urban county may form a consortium with a metropolitan city within the county, as outlined in Section 92.101, and that a metropolitan city that qualifies for a separate entitlement grant may be included as a part of the urban county and HOME consortium by entering into a cooperation and consortium agreement with the urban county in accordance with the requirements of the Regulations;

D. The County has heretofore qualified under the Regulations as an "urban county" and will receive CDBG and HOME funds from HUD by annual grant agreements, and the City of Centennial located in the County will receive a separate community development entitlement grant and will be included as a part of the County in its CDBG Programs and through the consortium will be able to participate in the HOME program;
E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of HCDA, revising the qualification period for urban counties by providing that the qualifications by HUD of an urban county and/or HOME consortium shall remain effective for three successive grant years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period, and also providing that during the three year period of qualification, no included city or other unit of general local government may withdraw or be removed from the urban county or HOME consortium for HUD's grant computation purposes, and no city or other unit of general local government covering an additional area may be added to the urban county during that three-year period except in the case where a city or other unit loses its designation as a metropolitan city; however, the HOME consortium may add members during the three year qualification period at the discretion of the lead entity through the execution of a consortium agreement;

F. In 2015, the County is submitting to HUD the required documentation to qualify as an urban county, including the Consolidated Plan and the One Year Action Plan, pursuant to Section 570.307 of the regulations, so as to become eligible to receive annual CDBG and HOME funds for the next three Program Years from Grant Years 2016, 2017, and 2018 appropriations, and if the City approves and authorizes this agreement, an executed copy thereof will be included in the documentation for this ensuing period of qualification and, if the County qualifies, the City will thereby be included as a part of the urban county and HOME consortium and be eligible to participate in the County's CDBG and HOME Programs for the next three Program Years;

G. The County recognizes and understands that it does not have independent legal authority to conduct community development and housing assistance activities within the boundaries of the City and therefore, its ability to conduct the CDBG and HOME Program in the City is limited by the requirement that it must obtain permission from the City to perform activities therein, and accordingly, in order for the City to be considered a part of the urban county and HOME consortium and be included in the County's annual request to HUD for CDBG and HOME funds, it is required by the Regulations that the City and the County enter into a cooperation agreement whereby the City authorizes the County to undertake or to assist in undertaking essential community development and housing assistance activities within the City as may be specified in the "Consolidated Plan" to be submitted to HUD annually by the County to receive its annual CDBG and HOME entitlement grant;

H. Under general provisions of Colorado law governing contracting between governmental entities and by virtue of specific authority granted in Part 2 of Article I of Title 29, C.R.S., any two or more political subdivisions of the state may enter into agreements with one another for joint cooperative action and any one or more political subdivisions may contract with another or with a legal or administrative entity created pursuant to that act to perform any governmental service, activity or undertaking which each political subdivision entering into the contract is authorized by law to perform, and

I. Accordingly, the parties hereto have determined that it will be mutually beneficial and in the public interest of both parties to enter into this intergovernmental agreement regarding the conduct of the County's CDBG and HOME Programs,

THEREFORE, in consideration of the premises and cooperative actions contemplated hereunder, the parties agree as follows:

1. By entering into this intergovernmental joint cooperation agreement with the County, the City shall be included as a part of urban Arapahoe County's HOME consortium for qualification and grant calculation purposes upon the qualification by HUD of the County to receive CDBG and HOME Program entitlements as an urban county and HOME consortium for the next three successive Program Years, May 1, 2016 through April 30, 2018.

2. As required by the Consolidated Plan final rule, 24 CRF part 91, the HOME consortium is on the same program year as the urban county CDBG program, May 1 through April 30. As provided in Section
of the Regulations, the qualification of the County as an urban county shall remain effective for the next three successive grant years, May 1, 2016 through April 30, 2017, regardless of changes in its population during that period of time and the parties agree that the City may not withdraw from nor be removed from inclusion in the urban county for HUD’s grant computation purposes during the period of qualification. As provided in Section 92.101 of the Regulations, the qualification of the County as a HOME consortium shall remain effective for three successive grant years, regardless of changes in its population during that period of time and the Parties agree that the City may not withdraw from nor be removed from inclusion in the HOME consortium during the period of qualification.

3. A fully executed copy of this cooperation agreement, together with the approving resolutions of both the City and the County, shall be submitted to HUD by the County as part of its qualification documentation and the City does hereby give the County the authority to carry out CDBG and HOME Program activities and projects which will be funded from annual CDBG and HOME funds from grant years 2016, 2017, and 2018 appropriations and from any Program income generated from the expenditures of those funds.

4. The City and the County agree to, and shall cooperate in, the preparation of detailed CDBG and HOME Program activities and projects to be conducted or performed in the City during each of the three program years covered by the Agreement and these finalized activities and projects will be included in the County’s Consolidated Plan and requests for funds for those program years. The city understands and agrees, however, that the County shall have final responsibility for selecting the program activities and projects to be included in each annual grant request and project grant request and for filing the Consolidated Plan with HUD on an annual basis.

5. The parties recognize and understand that the County, as a qualified HOME recipient and urban county, will be the lead entity required to execute all grant agreements received from HUD pursuant to the County’s annual request for CDBG and HOME Program funds and that as the lead entity it assumes overall responsibility for ensuring that the consortium’s CDBG and HOME Program is carried out in compliance with the requirements of the CDBG and HOME program, including requirements concerning the Consolidated Plan. Further, the County, as lead entity, will to the extent required by HUD, be the responsible entity under such grant agreements for the overall administration and performance of the CDBG and HOME programs, including the projects and activities conducted within the City. Accordingly, the City agrees that as to all projects and activities performed or conducted in the City under any HOME or CDBG grant agreement, which includes the City, that the County shall have the ultimate supervisory and administrative control.

6. The City shall cooperate fully with the County in all CDBG and HOME Program efforts planned and performed hereunder and does hereby allow and permit the County to undertake or assist in undertaking essential community development and housing assistance activities within the City as may be approved and authorized in the County’s agreements, including the Consolidated Plan. The City and the County also agree to cooperate to undertake, or assist in undertaking, community development housing assistance activities for the CDBG and HOME Program, as they may be planned and specified in the County’s Consolidated Plan submitted annually to HUD for the three Program years specified herein and for such additional time as may be required for the expenditure of CDBG and HOME funds granted by the County for such activities.

7. The County, as the lead entity, is authorized to act in a representative capacity as the lead entity for all members of the consortium for the purposes of administering the HOME Program. The County will accept project recommendations from all HOME consortium members, but reserves the right to make final funding decisions. No project within the boundaries of the City of Englewood will be considered for inclusion in the Consolidated Plan unless first approved by the City of Englewood.

8. The HOME funds may be accessed by the City in two ways; the City may approve a project or activity, carried out by a third entity, as appropriate for the needs of the City, and endorse the application, or;
the City may originate a grant or loan request on its own behalf for an eligible project or activity. If the City applies for HOME funds itself, then the provisions in paragraph 9 apply. For example, if the City opts to create an eligible homeowners rehabilitation program, the City would be subject to the same requirements as a subrecipient, including a written agreement. If the City approves or endorses a third party application, then the City's continuing participation in the project or activity is not required.

9. Pursuant to 24 CFR 570.501(b) and 24 CFR 92.504, the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503 and 24 CFR 92.504.

10. The City understands that pursuant to Section 570.503 and Section 92.504 of the Regulations, it will be necessary for the City to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the City for the three HOME and CDBG Program years covered by the cooperation agreement and that the funds designated in the County's Consolidated Plan for those projects and activities will also be funded to the City under those separate project agreements or sub-grants. Subject to the provisions of Paragraph 5 above, the City will administer and control the performance of the projects and activities specified in those separate project agreements, and will be responsible for the expenditure of the funds allocated for each such project or activity and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG and HOME Programs. The City also understands and agrees that it shall also comply with the requirements of Section 570.503 prior to disbursing any CDBG funds to a subrecipient of the City.

11. All HOME and/or CDBG Program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this Agreement, including those that are identified for projects and activities in the City, will be budgeted and allocated to the specific projects and activities described and listed in the County's Consolidated Plan and One Year Action Plan to the Consolidated Plan submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity nor the amount allocated therefore may be changed, modified, substituted or deleted by the City with respect to any project or activity without the prior written approval of the County and the approval of HUD when that approval is required by the regulations.

12. Because the City will be included as part of the urban county and HOME consortium for the three Program Years covered by this Cooperation Agreement, it will do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD in which the City is included, and with the provisions of HCDA and NAHA and all Rules and Regulations, guidelines, circulars, and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG and HOME Programs. In addition, the City and the County shall each take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of HCDA including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Fair Housing Act, Section 109 of Title I of HCDA and other laws applicable to the conduct of the HOME and CDBG Programs. In addition, the parties hereto understand and agree that the County may not provide any HOME or CDBG funding for activities in, or in support of, the City if the City does not affirmatively further fair housing within its jurisdiction or impedes the County's actions to comply with its fair housing certification.

13. During the period of performance of this Agreement, as provided in Paragraph 18 below, the City shall:

   (a) Inform the County of any income generated by the expenditure of CDBG and/or HOME Program funds received by the City;

   (b) Pay over to the County any Program Income received by the City, or retain and use that Program Income subject to, and in accordance with, the requirements and
provisions of the separate HOME or CDBG project agreements that will be entered into between the City and the County for the actual conduct of the HOME and/or CDBG Programs;

(c) Use any Program Income the City is authorized by the County to retain only for eligible activities in accordance with all HOME and CDBG Program requirements as may then apply and as will be specifically provided for in the separate project agreements between the City and the County;

(d) Keep appropriate records regarding the receipt of, use of, or disposition of all Program Income and make reports therein to the County as will be required under the separate project agreements between the City and the County, and

(e) Pay over to the County any Program Income that may be on hand in the event of close-out or change in status of the City of that may be received subsequent to the close-out or change in status as will be provided for in the separate project agreements mentioned above.

14. The separate project agreements or sub-grants that will be entered into between the County and the City for the conduct of the CDBG and HOME Programs, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the City, in whole or in part, using CDBG and HOME Program Funds. These standards will require the City to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from that which was planned at the time of acquisition or improvement and this notice requirement shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG or HOME funds (less any portion thereof attributable to expenditures of non-CDBG or HOME funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program Income that is generated from the disposition or transfer of property either prior to, or subsequent to, any close-out, change of status or termination of this cooperation agreement that is applicable.

15. The City, by execution of this agreement understands that it may not apply for grants under the small cities or state COBG Programs for appropriations for fiscal years during the period in which it is participation in the urban county's CDBG Program; and may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation. The City may, however, apply for State and other Cities HOME funds.

16. The County may, in accordance with the applicable requirements of 24 C.F.R. Part 570, collect an administrative fee for the performance of its duties administering the CDBG program, pursuant to this agreement. In no event shall the administrative fee exceed eighteen percent (18%) of the overall annual City CDBG allocation. In the event that the County's total actual administrative costs are less than 18% of the annual City CDBG allocation, the County shall notify the City of the amount of any unused administrative fee, and the City shall decide how to allocate or apply the unused administrative fees. The County may provide recommendations to the City regarding the use of such unused administrative fees.

17. The County may, in accordance with the applicable requirements of 24 CFR Part 92, collect an administrative fee for the performance of its duties administering the HOME program, pursuant to this agreement.
18. The period of performance of this Agreement shall cover three HOME and CDBG Program years consisting of the County’s 1st, 2nd, and 3rd Program years from this Agreement, beginning May 1, 2016 and ending April 30, 2018. The HOME and CDBG program years are the same, as is required. As stated herein, however, the Agreement is intended to cover activities to be carried out with annual CDBG and HOME funds from grant year 2016, 2017, and 2018 appropriations and shall be and remain in full force and effect until all projects and activities approved and authorized to be performed and funded for those grant years have been completed and any program income earned has been remitted to the County or used by the City in accordance with the criteria described in paragraph 13.

19. The Agreement will be automatically renewed for participation for successive three-(3) year qualification periods, unless a party provides written notice to the other party that it elects not to participate in a new qualification period.

The County must notify the other party in writing of the election of its right not to participate. A copy of the notification must be sent to both the other party and the HUD Region 8 field office by the party electing not to participate. Notices and responses must be sent according to the schedule specified in HUD’s HOME consortia qualification notice and the urban county qualification notice for the next qualification period.

Each party is required to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the HOME consortia qualification notice and the urban county qualification notice applicable for a subsequent three-year HOME consortia and urban county qualification period, and to submit such amendment to HUD. Failure to comply will void the automatic renewal for such qualification period.

20. Pursuant to the provisions of 24 C.F.R. § 507 and/or 24 C.F.R. § 91.225 the County and the City shall take all actions necessary to assure compliance with the Urban County’s Certification under Section 104(d) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the National Environmental Policy Act of 1969, The Uniform Relocation Act, The American with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering Fair Housing, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws. Use of Urban County funds for activities in, or in support of, any cooperating City that does not affirmatively further fair housing within its own jurisdiction or that impedes the County’s action to comply with the County’s Fair Housing Certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

21. The County and the cooperating unit of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities and the grantee or unit of general local government that directly or indirectly receives CDBG or HOME funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

22. Pursuant to the provisions of 24 C.F.R. § 507 and/or 24 C.F.R. § 91.225 the City has adopted and is enforcing the following policies:

(a) Prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and;
(b) Enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction.

23. Any changes and modifications to this Agreement shall be made in writing and shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD, if necessary, to comply with the Regulations.

23.

(a) This Agreement shall be and remain in force and effect for the period of performance specified in Paragraph 18 hereof and, when the County has been qualified by HUD as a HOME consortium and urban county, neither the County nor the City may terminate this agreement or withdraw therefrom during that period of performance.

(b) During the three Program Years for which the County has qualified, the parties agree not to veto or otherwise obstruct the implementation of the approved Consolidated Plan during that three year period and for such additional time as may be required for the expenditure of funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each on the date specified as follows:

ARAPAHOE COUNTY, COLORADO

By: ________________________________
Nancy Doty,
Chair of the Board of County Commissioners

ATTEST:

By: ________________________________
Clerk to the Board of County Commissioners

CITY OF ENGLEWOOD, COLORADO

By: ________________________________
Randy P. Penn,
Mayor

Reviewed: ________________________________
Dan Bro tzman,
City Attorney

ATTEST:

By: ________________________________
Loucrishia A. Ellis
City Clerk
COUNCIL COMMUNICATION

Date: May 18, 2015
Agenda Item: 9 ci
Subject: Resolution for a Supplemental Appropriation of Funds to Complete the Recreation Center HVAC Project

Initiated By: Finance and Administrative Services Department
Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council discussed the need to repair/replace the Dartmouth Bridge and the replacement of the Recreation Center's roof and HVAC systems at the February 2, 2015 Study Session. Council requested staff prepare a resolution to move funds from the General Fund to the Public Improvement Fund (PIF) to fund these projects.

On March 2, 2015 Council approved Resolution 43, Series of 2015 transferring and appropriating $326,000 for the Recreation Center HVAC Replacement Project.

RECOMMENDED ACTION

Staff recommends City Council approve the attached transfer from the General Fund to the Public Improvement Fund for the Recreation Center HVAC as follows:

SOURCES AND USES OF FUNDS:

GENERAL FUND:

SOURCE OF FUNDS: Unassigned Fund Balance
USE OF FUNDS: Transfer Out to the Public Improvement Fund

PUBLIC IMPROVEMENT FUND:

SOURCE OF FUNDS: Transfer In from the General Fund
USE OF FUNDS: Recreation Center HVAC Repair/Replacement

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Council discussed and determined the Recreation Center HVAC project is critical and needed to be funded. The Recreation Center HVAC project will be started and completed prior to the summer of 2015.
Due to the demands by the original selected bidder, City staff determined the project could not move forward without violating provisions of the State Constitution. Staff attempted to rectify the situation with the original winning bidder but was not successful so staff contacted the second lowest bidder, American Mechanical Systems, but the cost of their bid was $35,516 (after Public Works reviewed the project requirements again) higher.

Staff considered rebidding the project but it was determined the current HVAC system might fail during the summer season, effectively shutting down the Recreation Center. Also, staff believes the cost of a new bid could be even higher as construction costs are increasing an estimated one percent each month.

FINANCIAL IMPACT

The Unassigned Fund Balance in the General Fund will be reduced $35,516 but due to better than expected financial results in 2013 and 2014 the General Fund has enough reserves to fund these critical investments.

LIST OF ATTACHMENTS

Proposed Resolution
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION FOR A SUPPLEMENTAL APPROPRIATION OF FUNDS TO COMPLETE THE RECREATION CENTER HVAC PROJECT.

WHEREAS, Council discussed and determined the Recreation Center HVAC project is critical and needs to be funded; and

WHEREAS, the Recreation Center HVAC project will be started and completed prior to the summer of 2015; and

WHEREAS, due to the demands by the original selected bidder, City staff determined the project could not move forward without violating provisions of the Colorado Constitution; and

WHEREAS, staff attempted to rectify the situation with the original winning bidder but was not successful; and

WHEREAS, staff contacted the second lowest bidder; and

WHEREAS, the Unassigned Fund Balance in the General Fund will be reduced $35,516 but due to better than expected financial results in 2013 and 2014 the General Fund has enough reserves to fund these critical investments.

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

Section 1.

GENERAL FUND

SOURCE OF FUNDS:
Unassigned Fund Balance $35,516

USE OF FUNDS
Transfer Out to the Public Improvement Fund $35,516

PUBLIC IMPROVEMENT FUND:

SOURCE OF FUNDS:
Transfer In from the General Fund $35,516

USE OF FUNDS;
Recreation Center HVAC Repair/Replacement $35,516

Section 2. The City Manager and the Director of Finance and Administrative Services are hereby authorized to make the above changes to the 2015 Budget for the City of Englewood.
ADOPTED AND APPROVED this 18th day of May, 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
COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City of Englewood’s Mission is to promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity.

City Council discussed the proposed Community Branding Project with staff at the February 23 and March 2, 2015 Study Sessions and recommended staff take the necessary actions to move this effort forward, including identifying funding for the project. Council also discussed the recommended contract and funding for this project at the May 11 Study Session.

RECOMMENDED ACTION

Staff recommends City Council approve the attached resolution transferring and appropriating $51,450 for a Professional Services Agreement with Slate Communications for the Community Branding Project. The funds for this project originated from the Englewood Small Business Development Corporation (ESBDC) funds.

SOURCES AND USES OF FUNDS:

**DONORS FUND:**

**SOURCE OF FUNDS:**
Unassigned Fund Balance $51,450

**USE OF FUNDS:**
Transfer Out to General Fund $51,450

**GENERAL FUND:**

**SOURCE OF FUNDS:**
Transfer in from Donor’s Fund $51,450

**USE OF FUNDS:**
City Manager’s Office – Professional Services $51,450
BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The agenda for the May 18, 2015 City Council meeting includes a request for City Council to approve a contract with Slate Communications for the Community Branding/Marketing project (see agenda item 11 c ii). The project is contingent upon Council’s approval of this resolution transferring and appropriating funds for the project.

The funds for the community branding/marketing initiative were not included in the City’s 2015 budget. Funding is available for the remaining Englewood Small Business Development Corporation (ESBDC) funds, which were transferred to the City after the ESBDC dissolved. The members of the Alliance for Commerce in Englewood have been made aware of this request.

FINANCIAL IMPACT

The contract amount for Slate Communications is $51,450; this will reduce the Donor’s Fund reserves by $51,450.

LIST OF ATTACHMENTS

Proposed Resolution
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION FOR A SUPPLEMENTAL APPROPRIATION OF FUNDS FOR A PROFESSIONAL SERVICES AGREEMENT FOR COMMUNITY BRANDING PROJECT

WHEREAS, the City of Englewood’s mission is to promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity; and

WHEREAS, the agenda for the May 18, 2015 City Council meeting includes a request for City Council to approve a contract with Slate Communications for the Community Branding/Marketing project; and

WHEREAS, the project is contingent upon Council’s approval of this resolution transferring and appropriating funds; and

WHEREAS, the funds for the community branding/marketing initiative were not included in the City’s 2015 budget; and

WHEREAS, funding is available for the Remaining Englewood Small Business Development Corporation (ESBDC) funds which were transferred to the City after the ESBDC dissolved.

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

Section 1.

SOURCES AND USES OF FUNDS:

DONORS FUND

SOURCE OF FUNDS:
Unassigned Fund Balance $51,450

USE OF FUNDS
Transfer Out to General Fund $51,450

GENERAL FUND:

SOURCE OF FUNDS:
Transfer In from Donor’s Fund $51,450

USE OF FUNDS:
City Manager’s Office – Professional Services $51,450
Section 2. The City Manager and the Director of Finance and Administrative Services are hereby authorized to make the above changes to the 2015 Budget for the City of Englewood.

ADOPTED AND APPROVED this 18th day of May, 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
## COUNCIL COMMUNICATION

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<td>Adoption of the Parks and Recreation Facility Naming Policy</td>
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### Initiated By
- Department of Parks and Recreation

### Staff Source
- Joe Sack, Recreation Services Manager

## COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Mission: To promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity.

Vision: To promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity by proactively collaborating with our citizens and businesses, developing a safe environment, creating opportunity, and through the provision of reliable, affordable and flexible services.

At the April 20, 2015 Study Session, staff discussed with City Council the new Department of Parks and Recreation Facility Naming Policy. City Council gave staff direction to bring the naming policy forward for formal approval.

### RECOMMENDED ACTION

Staff recommends that City Council approve a resolution adopting the Parks and Recreation Facility Naming Policy.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

An Englewood citizen attended the September 11, 2014, Parks and Recreation Commission meeting to talk to the Board about naming the Belleview Park ballfield after longtime Englewood resident Jack Poole.

At the November 13, 2014, Parks and Recreation Commission meeting, the Parks and Recreation Board made a recommendation to City Council to name the Belleview Park ballfield the “Jack Poole Field”.

At the January 5, 2015 Study Session, staff discussed naming Belleview Park ballfield after Jack Poole. City Council requested that a formal policy be developed for naming or renaming Parks and Recreation facilities before moving forward.

Parks and Recreation staff researched the naming and renaming of facilities, reviewing existing policies across the state and the nation.

At the April 9, 2015 Parks and Recreation Commission meeting, the Parks and Recreation Board recommended to City Council to adopt the Department of Parks and Recreation’s Facility Naming Policy. Some of the key elements of the policy are:

- The naming of new or renaming of existing parks and recreational facilities be reserved for exceptional circumstances and be reserved for parks, buildings and major features.
• Parks and Recreation facilities will include parks, buildings and major features (e.g. swimming pools, tennis courts, playgrounds, artwork or physical features).
• The policy shall reserve the naming or renaming of parks and recreational facilities to those circumstances which tradition and practice have shown to best serve the interests of the City and assure a worthy and enduring legacy of the City’s parks and recreation system.
• The Department supports consideration of naming requests in the following broad categories: exceptional individuals, historic events, places and persons and monetary donations/major gifts.
• Consideration of each nomination would require sufficient supporting documentation and a reasonable amount of background material/history and letters of support from members of the community.
• The process to name or rename a parks and recreation facility will not exceed twelve months.

FINANCIAL IMPACT

There is no direct financial impact.

LIST OF ATTACHMENTS

Proposed Resolution
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION ADOPTING THE APPROVAL OF A POLICY FOR THE NAMING OF
CITY OF ENGLEWOOD PARKS AND RECREATION FACILITIES

WHEREAS, at the City Council Study Session held on January 5, 2015, the City Council, requested the Parks and Recreation Department to develop a formal policy for naming or renaming parks and recreation facilities; and

WHEREAS, Parks and Recreation staff researched the naming and renaming of facilities, reviewing existing policies across the state and nation; and

WHEREAS, at the April 9, 2015 Parks and Recreation Commission meeting, the Parks and Recreation Board recommended to City Council to adopt the Department of Parks and Recreation’s Facility Naming Policy; and

WHEREAS, the naming of new or renaming of existing parks and recreational facilities be reserved for exceptional circumstances and be reserved for parks, buildings and major features; and

WHEREAS, parks, buildings and major features include swimming pools, tennis courts, playgrounds, artwork or physical features; and

WHEREAS, the policy shall reserve the naming or renaming of parks and recreational facilities to those circumstances which tradition and practice have shown to best serve the interests of the City and assure a worthy and enduring legacy of the City’s parks and recreation system; and

WHEREAS, naming requests would be in the following broad categories: exceptional individuals, historic events, places and persons, and monetary donations/major gifts; and

WHEREAS, consideration of each nomination would require sufficient supporting documentation, and a reasonable amount of background material/history and letters of support from members of the community; and

WHEREAS, the process of naming or renaming parks and recreational facilities will not exceed twelve months.

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

Section 1. The City Council of the City of Englewood hereby adopts the Parks and Recreation Department’s Policy of naming and renaming Parks and Recreation Facilities. Attached as Exhibit A.
ADOPTED AND APPROVED this 18th day of May, 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
City of Englewood
Department of Parks and Recreation
Facility Naming Policy

It is the policy of Englewood Parks and Recreation Department that the naming of new and renaming of existing parks and recreational facilities be reserved for exceptional circumstances and that the naming process comply with the guidelines and procedures set forth in this policy. Approval of naming requests is a prestigious and cautious process that involves the Englewood Parks and Recreation Commission, City of Englewood Director of Parks and Recreation, and Englewood City Council. The Parks and Recreation Commission, Director of Parks and Recreation and Englewood City Council reserve the right to name any new or existing “Parks and Recreation Facilities”.

In regards to this document, “Parks and Recreational Facilities” will include the following:
  Parks: All traditional designed parks, natural open spaces, historic sites, golf courses, specialized parks (e.g. skate park), trailheads and trails under the Department’s jurisdiction or management.
  Buildings: Significant park and recreation structures that house parks and recreational programs (e.g. recreation centers, shelters, etc.).
  Major Features: Major, permanent components of park and recreational facilities, e.g. ball fields, swimming pools, tennis courts, flower beds, playgrounds, fountains, artwork, or physical features (lakes). Rooms within buildings are considered to be major features.

Background and Principles
The policy of the Department is to reserve the naming or renaming of parks and recreational facilities to those circumstances which tradition and practice have shown to best serve the interests of the City and assure a worthy and enduring legacy of the City’s parks and recreation system. The Department supports consideration of naming requests in the following broad categories:

  Exceptional Individuals: Sometimes recognition of an exceptional City leader or a dedicated supporter of the City parks and recreation system can result in a community supported renaming of an existing or naming of a new park or recreational facility.
  Historic Events, Places, and Persons: The history of a major event or place or historic persons can play an important role in the naming or renaming of parks and recreational facilities. The public often expresses a strong desire to preserve and honor the history of the City, its founders, pioneers, and other historical figures, its Native American heritage, and its local landmarks and prominent geographical locations by giving certain parks and recreational facilities names of historic, social, and cultural significance.
  Monetary Donations / Major Gifts: Benefactors seeking naming rights for major gifts will be required to follow the guidelines with respect to naming of parks and buildings after persons. An exception may be considered on its own merits. A major feature that has been donated or refurbished may be named for a living person(s) provided that said person(s) is of good reputation and character.

Criteria
Consideration of each nomination will require sufficient supporting documentation that connects the request to one or more of the criteria “a” through “h” listed below. A reasonable amount of background material/history (i.e. list of accomplishments, list of awards, etc.) is required along
with letters of support from members of the community who are familiar with the nominee's contributions as they relate to these criteria.

a. Will the name have historical, cultural, and social significance for generations to come?
b. Will the name engender a strong and positive image?
c. Will the name memorialize or commemorate people, places, or events that are of enduring importance to the community, state or the nation?
d. Will the name engender significant ties of friendship and mutual recognition and support within the community or with those outside of the community?
e. Will the name be identified with some major achievement or the advancement of the public good within the community, state or the nation?
f. Will the name be particularly suitable for the park or recreational facility based on the location or history of the park, recreational facility, or the surrounding neighborhood?
g. Will the name have symbolic value that transcends its ordinary meaning or use and enhance the character and identity of the park or recreational facility?
h. Will the naming request that accompanies a corporate gift result in the undue commercialization of the park or recreational facility?

Procedure for community or citizen request to name or rename a park or building

The procedure for a request to name or rename a park or recreation facility is as follows:

1) A written request must be received by the Director of Parks and Recreation.
2) The Director of Parks and Recreation will coordinate with the applicant to make a presentation to the Parks and Recreation Commission.
3) The Parks and Recreation Commission will review the request and determine whether or not to recommend the proposed new name to the Englewood City Council for final approval. An affirmative vote of a majority of a quorum of the Commission is necessary to recommend approval of a new name.

To be considered:

1. Any naming request shall be submitted in writing to the Director of Parks and Recreation.
2. The request should document the reason for the request and show broad-based community support including letters of support from the community, community or sports associations, and/or local supporters and businesses.
3. The request should contain a description and/or map of the boundaries of the park or building to be named or renamed.
4. Requests from any person(s) or entity(ies) who donates property or provides significant monetary contribution towards acquisition or development of a facility or property shall receive special consideration.
5. If a name is submitted which commemorates a historical event, the event will be one of significance to a substantial portion of the community, and this fact will be documented.
6. Facilities shall not be named for service clubs, lodges, fraternal organizations, religious or educational institutions, or any other society.
7. Profane or offensive names are not eligible.
8. Parks and recreation facilities may be named for a person subject to the following conditions:
   a. The person may be deceased or living.
   b. The person must have made a significant positive contribution to parks, recreation, or culture in the community without which the park/facility may not
exist, or in which the individual's contributions enhanced a program or facility in an extraordinary way.

c. From the time the formal request is received by the Director of Parks and Recreation to when the process will begin, due diligence and process will not exceed twelve months.

9. The City will bear the cost of the plaque or monument indicating the name of the individual for whom the facility is named.

Procedures for the naming and renaming of parks, buildings, and major features associated with major gifts.
The request to name or rename a park, building and major feature associated with major gift will follow the same procedure as stated under Procedure to name or rename a park or recreation facility. The community will be notified of the proposed action at the Commission meeting.

Other Considerations
The limitation on naming a park should not prevent giving a different name for a trail, building, or major feature located in or near the park. However, care should be taken in giving a name to a trail, building, or major feature that is different from the name of the park so that confusion is not caused for the users of said differently named facilities.

Facilities that are held by the Department through a short-term lease or use agreement or improvements that have a limited life span or occupancy should not be named.
All signs on parks and recreational facilities must meet the Department's graphic and signage standards.

At the sole discretion of the City, the City reserves the right to remove or rename parks, buildings, and major features at any time for any reason.
Memorandum

TO: Eric Keck, City Manager
Englewood City Council

THROUGH: Jerrell Black, Director of Parks and Recreation

FROM: Debby Severa, Recording Secretary
Parks and Recreation Commission

DATE: April 16, 2015

RE: Parks and Recreation Facility Naming Policy Recommendation

At the April 9, 2015, Parks and Recreation Commission meeting,

A motion was made by Chairperson Douglas Garrett and seconded by Commission Member Jim Woodward recommending to City Council to adopt the Department of Parks and Recreation’s Facility Naming Policy.

Ayes: Garrett, Husbands, Miller, Moore, Woodward, Glover, Mansbacher

Nayes: None

The motion carried.

ds/JSB
H:\2015 PRC\Recommendation Facility Naming Policy.docx
Attachments (1)

cc: Parks and Recreation Commission
COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Mission: To promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity.

Council regularly approves requests for new vehicle replacements. Unit 7457 was originally approved for purchase in the 2013 Budget. This unit was involved in an accident and totaled.

RECOMMENDED ACTION

Staff recommends Council approve, by motion, the purchase of one 2015 Chevrolet Caprice. Staff recommends purchasing the vehicle through the State of Colorado Fleet Management bid in the amount of $31,163.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Unit 7457, a 2013 Chevrolet Caprice, was involved in an accident and totaled. This unit will replace that vehicle.

FINANCIAL IMPACT

The Chevrolet Caprice is available for purchase through the State of Colorado Fleet Management Bid for $31,163 which will be paid for through funds from insurance reimbursement of totaled car and the existing Capital Equipment Replacement Fund (CERF) account budgeted by the Police Department.

LIST OF ATTACHMENTS

New Vehicle Sheet
SERVICENTER GARAGE
SUMMARY SPECIFICATION SHEET
FOR
NEW VEHICLES

STATE AWARD # 20150000000213

ENGLEWOOD BID# ________________________________

MANUFACTURER OF VEHICLE Chevrolet

MODEL OF VEHICLE Caprice

AIR CONDITIONING YES NO
AUTOMATIC TRANSMISSION YES NO
POWER WINDOWS YES NO
POWER DOOR LOCKS YES NO
4 WHEEL DRIVE YES NO
FLEX FUEL OPTION YES NO
CERF REPLACEMENT YES NO
NEW ADDITION TO FLEET YES NO

DEPARTMENT VEHICLE ASSIGNED TO Police Dept. 021105

COMMENTS: This unit is replacing a 2013 Chevrolet Caprice that was involved in an accident and totaled. The unit is 7457.
COUNCIL COMMUNICATION

Date: May 18, 2015
Agenda Item: 10 a
Subject: Public Hearing for Consideration of an Ordinance Adopting Amendments to Title 16 Concerning Administrative Adjustments

Initiated By: Community Development Department
Staff Source: Chris Neubecker, Senior Planner

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

This item was discussed by the City Council during the First Reading of the ordinance at the May 4, 2015 Council meeting. The code amendment will meet the Council goals of promoting economic development, reducing barriers to development, and promoting investment in new housing stock.

PREVIOUS PLANNING COMMISSION ACTION

The Planning and Zoning Commission conducted a public hearing on April 7, 2015 to consider the proposed amendments to Title 16: Unified Development Code concerning Administrative Adjustments. One member of the public was present and testified in support of the proposed ordinance. Following discussion, the Commission voted in favor of the proposed amendments to Chapter 2: Development Review and Approval Procedures, as presented in the attached Bill for an Ordinance.

RECOMMENDED ACTION

The Community Development Department recommends conducting a Public Hearing to consider testimony on the proposed code amendments.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In February 2015, staff was approached by a builder about the possible redevelopment of a property in the city, including demolition of two single family homes and the construction of three new townhomes. After researching the property, staff noticed that one of the lots was platted about 14 inches narrower than most other lots along the same block. As a result, this particular lot (even when combined with the adjacent property) would not meet the minimum lot width for three new townhomes. The current code does not allow Administrative Adjustments to the minimum lot width or minimum lot area. Additionally, under current codes, the proposed redevelopment would not be eligible for a variance because the Board may not consider a Zoning Variance application to allow additional dwelling units in residential districts above the maximum permitted by zone district standards for lot width and lot area.

The proposed ordinance would allow minor adjustments to the minimum lot size and width. Some of the key elements of this proposal include:
• Allow the City Manager or designee to make minor adjustments of up to five percent (5%) of the required minimum lot width or minimum lot area.
• Clarify that the result of the adjustment to the lot width or lot area may result in an alternate permitted use for the property.
• The result of the administrative adjustment may be an increase in the maximum development density of up to one (1) additional residential unit.
• Authorize the City Manager or designee to make administrative adjustments to front setbacks. Current codes only allow adjustments to side and rear setbacks.

No changes are proposed to the application process or review criteria. Applicants are still required to provide a written request with a Site Improvement Plan, along with their justification for the requested adjustment. The following requirements of administrative adjustments will remain unchanged:

• The adjustment must still be consistent with the Comprehensive Plan.
• The requested adjustment shall not authorize encroachments into recorded easements.
• The adjustment does not waive or reduce any building or safety codes.
• The applicant shall still provide notice to adjacent property owners of the proposed administrative adjustment.
• Appeals to approved or denied administrative adjustments can still be made to the Board of Adjustments and Appeals.

ANALYSIS

Administrative adjustments are used when the small size of the adjustment and the unlikelihood of any adverse effects on nearby properties make it unnecessary to complete a formal zoning variance. These adjustments tend to be very minor and are usually not noticeable from the street or from neighboring properties. In addition, because they are reviewed at the staff level, administrative adjustments are a much quicker to process (usually less than 7 days) than formal zoning variance (usually about 45 days).

As part of the review process, the City Manager or designee will consult with relevant departments for their input and advice. This is sometimes in the form of a Development Review Team meeting. Administrative adjustments are allowed only for zoning related codes. All other applicable codes relating to Building Division, Public Works, Traffic, Fire, Parks, Utilities and Waste Water still apply.

FINANCIAL IMPACT

There is no direct impact to the City as a result of this ordinance. Indirectly, it is anticipated that this ordinance will have a positive financial impact on the community by encouraging redevelopment of aging properties and promoting new investment. As a result of the new construction, property values are likely to increase resulting in additional tax revenue for the City. Additional building permit fees and building use taxes would also likely result from the new investment.

LIST OF ATTACHMENTS

Planning and Zoning Commission Staff Report - April 7, 2015
Planning and Zoning Commission Minutes - April 7, 2015
Planning and Zoning Commission Findings of Fact - Case No. 2015-01
Bill for an Ordinance
MEMORANDUM

TO: Planning and Zoning Commission

THROUGH: Michael Flaherty, Deputy City Manager

FROM: Chris Neubecker, Senior Planner

DATE: April 7, 2015

SUBJECT: Case 2015-01 – Public Hearing
Administrative Adjustments & Variances

Recommendations

The Community Development Department requests that the Planning and Zoning Commission review, take public testimony on, and forward to City Council a recommendation for adoption of the proposed amendments to the Unified Development Code, Title 16, Chapter 2, relating to Administrative Adjustments and Variances.

Background

Land development is subject to review and conformance with the Unified Development Code which sets development standards based on the zone district, land use, lot width and lot area. In some limited cases, development is hindered by unusual features of a property or lot which generally do not apply to other lots in the vicinity. In some of these cases, the existing Uniform Development Code regulations on Administrative Adjustments or Variances (Sections 16-2-17 and 16-2-16, respectively) will allow the City to approve an alternative design, as long as the proposed development meets the intent of the code and has no adverse effects on nearby properties.

Administrative Adjustments can be approved by the City Manager or designee (usually the Community Development Director). However, Administrative Adjustments are currently limited to very specific circumstances such as a six-inch (6") adjustment to a required three (3') foot setback. This section of the code does not allow Administrative Adjustments to the minimum lot width or minimum lot area. Also, the Board of Adjustments and Appeals is currently prohibited from hearing a case that would result in additional residential dwelling units in residential districts above the maximum permitted by zone district standards, based on minimum lot width or lot area.

These limitations in the current code are preventing redevelopment and investment in the community in some instances. The proposed code changes would allow minor adjustments in the minimum lot width or minimum lot area, which should result in more redevelopment
and investment in the City. In some cases, approval of an Administrative Adjustment or Variance could result in an increase in the permitted maximum density of up to one (1) additional residential dwelling unit. Also, adjustments to front setbacks are proposed to be allowed, which are currently prohibited as an Administrative Adjustment.

**Analysis**

**Administrative Adjustments**

As proposed, Administrative Adjustments would be expanded to include minimum lot width and minimum lot area. These adjustments are proposed to be limited to five (5%) percent of the required minimum width or area. For example, a lot which is required to be 50 feet wide could be adjusted by 5%, and developed if it was only 47.5 feet wide. Similarly, if a lot is only 22,800 square feet, but is required to be 24,000 square feet to meet the requirement for “All Other Allowed Uses”, an Administrative Adjustment to the minimum lot area of up to 5% could be granted. These adjustments can be very helpful in cases where platted lots do not meet the typical lot dimensions in a neighborhood. This can happen when section lines do not match up, leaving some parcels or lots with odd dimensions.

Also included within the proposed code amendment is a change that would allow Administrative Adjustments to the front setbacks. The current regulations allow adjustments only to the side or rear setbacks. In some cases, there may be a need to make similar adjustments to the front setbacks. In each of these cases, an applicant will need to explain why they cannot meet the standards, and show that there are no adverse effects on nearby properties. No changes are proposed to the criteria for review of Administrative Adjustments. Notification to adjacent property owners will still be required.

**Variances**

Changes are also proposed to the variance requirements (Section 16-2-16 A5). This is necessary because appeals to administrative decisions (including Administrative Adjustments) are heard by the Board of Adjustments and Appeals. However, the current jurisdiction and scope of authority for zoning variances does not allow variances to allow additional dwelling units in residential districts above the maximum permitted by zone district standards for lot area and lot width. If a decision on an Administrative Adjustment for such a case is appealed, the Board needs the authority to hear such an appeal.

**Recommendation**

Staff recommends that the Planning & Zoning Commission review the proposed code amendments, take public testimony during a Public Hearing, and make a recommendation to City Council that the proposed code changes be adopted by ordinance.

A motion to recommend approval of the proposed code amendments to City Council is needed.

**Next Steps**

If the Planning & Zoning Commission recommends approval, we intend to move forward with first reading of an ordinance by City Council.
Attachments

Amendments to Title 16 pertaining to Administrative Adjustments and Variances
I. CALL TO ORDER

The regular meeting of the City Planning and Zoning Commission was called to order at 7:00 p.m. in the City Council Chambers of the Englewood Civic Center, Chair Fish presiding.

Present: Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley (arrived 7:05), Pittinos, Fish

Absent: None

Staff: Michael Flaherty, Deputy City Manager
       Chris Neubecker, Senior Planner
       Dugan Comer, Deputy City Attorney

II. APPROVAL OF MINUTES

• March 17, 2015 Minutes

Knoth moved; King seconded: TO APPROVE THE MARCH 17, 2015 MINUTES

Chair Fish asked if there were any modifications or corrections. Chair Fish requested a change to the minutes to omit his comments regarding attendance and cancellation of meetings by staff.

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley, Fish
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried, minutes are approved as amended.

III. PUBLIC HEARING CASE #2015-01 ADMINISTRATIVE ADJUSTMENTS AND VARIANCES

Knoth moved; Bleile seconded: To open the public hearing for case #2015-01 Administrative Adjustments and Variances
AYES:    Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley, Fish
NAYS:    None
ABSTAIN: None
ABSENT:  None

Motion carried.

★★

**Staff Presentation**

Chris Neubecker, Senior Planner, was sworn in. Mr. Neubecker reviewed the background of the request to adopt the proposed amendment to the UDC (Unified Development Code) relating to Administrative Adjustments and Variances. Staff is requesting this amendment in order to obtain approval to administratively allow minor adjustments in the minimum lot width or minimum lot area of a property in order to facilitate redevelopment and investment in the City.

Administrative Adjustments of up to 5% would enable staff to address lots that are oddly shaped or sized due to historical plats, or township and section lines that are not consistent with the surrounding neighborhood. It would be the responsibility of the applicant to provide information to justify the adjustment and show that there are no adverse effects on nearby properties. In some cases, approval of an Administrative Adjustment could result in an increase in the permitted maximum density of up to one (1) additional dwelling unit. Notification to adjacent property owners will still be required.

Appeals of Administrative Adjustments made by the City Manager or designee are heard by the BOAA (Board of Adjustments and Appeals).

★★

**Commissioner’s Comments**

Mr. King asked Mr. Neubecker what the definition of a “significant impact” on adjacent properties would be. Mr. Neubecker responded that should the property owner of an adjacent lot have issue with the adjustment, they can present information to staff or the City Manager and would also be entitled to appeal to the BOAA within 30 days of the decision.

Mr. Bleile asked about the criteria staff would use to make an objective decision on a request for an Administrative Adjustment. Mr. Neubecker responded that staff would examine the requested adjustment in relation to the character of the neighborhood and factors such as size, height, parking and the rights and uses existing on the surrounding properties.

Mr. Bleile questioned how changes in staff could affect the issuance of Administrative Adjustments. Mr. Neubecker replied that staff is responsible for researching precedence to
ensure that decisions are consistent and taking into consideration the goals of the Comprehensive Plan.

Mr. Knoth asked about the cap of one additional dwelling unit. Mr. Neubecker said that increasing density is a function of the Planning and Zoning Commission. If the adjustment would increase the allowed density, staff would examine the property and the surrounding neighborhood to ensure that the adjustment would not negatively impact the neighboring properties. The zoning regulations in place would determine the maximum allowable dwelling units for the property. A maximum of one additional dwelling unit can be the result of an Administrative Adjustment.

Mr. Freemire asked what the advantage to the property owner would be with adoption of the amendment to the UDC. Mr. Neubecker replied that as the code is currently, a property owner could not be granted a variance that would result in an additional unit of density.

Chair Fish requested clarification of the possible outcomes of an Administrative Adjustment in the proposed addition to the UDC under section 16-2-17-D(2)(e)(2). Mr. Neubecker explained that the terminology includes the word “may” is used to indicate that the outcome is possible but does not affect the permitted usage of the property.

Ms. Townley asked about the order of events and if someone could request an Administrative Adjustment in order to increase the value of a property. Mr. Neubecker responded that it would be a possibility as individuals often inquire about the code regulations for a particular property before purchasing.

Public Comment

Matthew Casey, 6364-53 South Lamar Court, Littleton, was sworn in. Mr. Casey spoke in favor of the proposed amendment to the UDC. Mr. Casey is interested in developing the corner of Yale Avenue and Lincoln Street in Englewood, southwest corner. The property is 14 inches short of meeting the required minimum lot width for development of a multi-unit dwelling. He has examined the original plat of the property and determined that the original surveyor adjusted for the lot sizes on the properties at the north and south ends of the block. The original plat was recorded in the late 1800’s and in his experience, it is not uncommon to see this type of discrepancy. He encouraged the Commissioners to allow staff and the City Manager to make Administrative Adjustments.

Knoth moved; King seconded: To close the public hearing for case #2015-01 Administrative Adjustments and Variances

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley, Chair Fish
NAYS: None
ABSTAIN: None
ABSENT: None
Motion carried.

Knoth moved;
Bleile seconded: To approve Case #2015-01 Administrative Adjustments and Variances

AYES:        Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley, Fish
NAYS:        None
ABSTAIN:     None
ABSENT:   None
Motion carried.

Comments by the Commissioners

Mr. Madrid – This is a common sense approach to streamline the process and is a tool to provide flexibility.

Mr. Bleile- Yes, this change makes development and redevelopment easier for applicants and the fact that the local area was platted over a hundred years ago and could possibly be off, not incurring additional expense for applicants.

Mr. Freemire – This is a reasonable change, it streamlines the process, is not without safeguards and gives the applicant opportunity to appeal.

Mr. Brick – Concurred with Mr. Bleile and Mr. Freemire.

Mr. King - Concurred with Mr. Bleile and Mr. Freemire.

Mr. Kinton - Concurred with Mr. Bleile and Mr. Freemire.

Mr. Fish - Concurred with Mr. Bleile and Mr. Freemire and added that the proposed amendment to the UDC is consistent with the goals of the Comprehensive Plan.

IV. PUBLIC FORUM

Matthew Casey commented on the Commission’s efforts regarding Accessory Dwelling Units (ADUs) and encouraged the Commissioners to continue pursuing the subject to increase flexibility for development options. He spoke about the advantages of vacating lot lines to increase lot size and create the opportunity for developers to build larger homes.

V. ELECTION OF OFFICERS
Chair Fish reviewed the history of the Commission with regards to election of officers. It is the purview of the Commission as to how long the Chair and Vice Chair serve in those positions. Discussion regarding the history of the Commission continued.

Chair Fish opened the floor to nominations for Chair and Vice Chair.

Mr. Bleile nominated Mr. King for the position of Chair.
Mr. Brick nominated Mr. Fish for the position of Chair.

Vote for Chair: Mr. Fish – 5, Mr. King – 2, Abstain - 2

Mr. Madrid nominated Mr. King for the position of Vice Chair of the Commission, Mr. Freemire seconded.
Mr. Bleile nominated Mr. Kinton for the position of Vice Chair of the Commission.

Vote for Vice-Chair: Mr. King – 6, Mr. Kinton – 1, Abstain – 2

Mr. Brick requested staff to schedule discussion regarding elections for the January 2016 meeting.

VI. ATTORNEY’S CHOICE

Deputy City Attorney Comer did not have any comments for the Commission.

VII. STAFF’S CHOICE

Mr. Neubecker outlined options for the Commission to improve communications with City Council. Mr. Fish expressed that he would like to improve the relationship between the Commission and Council in order to more effectively collaborate on priorities for the City.

Mr. Bleile asked for the number of recommendations that have been forwarded to City Council by the Commission that have been altered prior to approval or not approved.

Mr. Neubecker outlined the upcoming schedule of meetings regarding the Comprehensive Plan.

Mr. Freemire commented that his observation is that the Commission would prefer to understand the goals of City Council for the near future and identify the milestones by which progress can be measured.

Mr. Flaherty spoke to the Commissioners about City Council and explained that City Manager Keck is working closely with them to establish a consensus on goals for the City.
Discussion continued regarding how to best work with Council and ensure that goals and objectives are met through collaboration on topics that are important to the advancement of the City.

Mr. Flaherty informed the Commissioners that the Council meeting on April 13th will include an update on the Next Steps Study, Walk and Wheel Plan and the Comprehensive Plan and encouraged the Commissioners to attend in order to hear Council’s feedback.

Mr. Neubecker referred to Englewood resident Doug Cohn’s comments at the prior meeting requesting that the Commission reclassify groups as they relate to group homes allowed in the City. The Commissioners agreed that the topic should be addressed at a future date, but is not currently a priority.

The Boards and Commission Appreciation Night will be held June 22, 2015, at the Englewood Recreation Center.

The meeting April 21, 2015, will begin at 6:00 p.m. to accommodate discussion on the Comprehensive Plan and the scheduled public hearing.

The Commissioners were provided a schedule of the upcoming meetings for the Comprehensive Plan, Next Steps Study and Walk and Wheel Master Plan.

The May 5, 2015, meeting will be a public hearing for a small lot development plan and a conditional use application for a brewery will be scheduled soon as well.

VII. COMMISSIONER’S CHOICE

Mr. Brick requested information from Mr. Flaherty on how the Commission can assist Council with budgeting and prioritizing capital projects.

Mr. Bleile expressed that he believes the decisions of the Commission should be based on data. He commented on the monthly report from Community Development and that he found it very helpful. He requested data on ordinances that were altered by Council.

Mr. Fish recapped the discussion at the previous meeting on attendance.

The meeting adjourned at 8:50 p.m.

____________________, Recording Secretary
CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION

IN THE MATTER OF CASE #2015-01 )
ADMINISTRATIVE ADJUSTMENTS & )
VARIANCES )
FINDINGS OF FACT, )
CONCLUSIONS AND )
RECOMMENDATIONS RELATING ) FINDINGS OF FACT AND
TO THE UNIFIED DEVELOPMENT CODE ) CONCLUSIONS OF THE
) CITY PLANNING AND
) ZONING COMMISSION

INITIATED BY:
Community Development Department )
1000 Englewood Parkway )
Englewood, CO 80110 )

Commission Members Present: Bleile, Brick, Fish, Freemire, King, Kinton, Knoth, Madrid, Townley

Commission Members Absent: None

This matter was heard before the City Planning and Zoning Commission on April 7, 2015, in the City Council Chambers of the Englewood Civic Center.

Testimony was received from staff. The Commission received notice of Public Hearing, the Staff Report, and a copy of the proposed amendments to Title 16 Unified Development Code which were incorporated into and made a part of the record of the Public Hearing.

After considering the statements of the witness and reviewing the pertinent documents, the members of the City Planning and Zoning Commission made the following Findings and Conclusions.

FINDINGS OF FACT

1. THAT the Public Hearing on the Unified Development Code (UDC) Title 16 Administrative Adjustments Section 16-2-17 was brought before the Planning and Zoning Commission by the Department of Community Development, a department of the City of Englewood, on April 7, 2015.

2. THAT notice of the Public Hearing was published in the Englewood Herald on March 27, 2015. Notice of the Public Hearing was on the City of Englewood website from March 18, 2015, to April 7, 2015.

3. THAT the Staff report was made part of the record.
4. THAT Staff is requesting a change in the UDC to allow up to a 5% Administrative Adjustment for those properties that are inconsistent in lot width or lot area with the surrounding properties.

5. THAT the proposed change would allow Administrative Adjustments to the front setbacks as well as the side and rear setbacks.

6. THAT the proposed change will allow Administrative Adjustments that will result in no more than one (1) additional residential dwelling unit as a result of the adjustment.

7. THAT appeals to Administrative Adjustments would be heard by the Board of Adjustments and Appeals (BOAA).

8. THAT one member of the public was in the audience and spoke in favor of the proposed ordinance.

CONCLUSIONS

1. THAT the proposed amendment to the UDC would grant the City Manager or designee authority to make minor Administrative Adjustments to properties of not more than five percent (5%) to the minimum lot width and minimum lot area to a property.

2. THAT appeals to an Administrative Adjustment made by Staff would be remedied by the Board of Adjustments and Appeals.

3. THAT there are no changes are necessary or proposed to the review criteria or notification requirements to adjacent properties.

4. THAT by granting the City Manager or designee the authority to make Administrative Adjustments of up to five percent (5%), the approval process for site development will be more efficient.

5. THAT safeguards are still in place and applicants will still have the opportunity to appeal the decision of the City Manager or designee.

6. THAT the language proposed by staff concerning variances is not necessary, and the Board of Adjustments and Appeals can still hear appeals to administrative decisions.

7. THAT the proposed changes are in conformance with Roadmap Englewood: 2003 Englewood Comprehensive Plan by supporting Redevelopment, Revitalization and Reinvention.
DECISION

THEREFORE, it is the decision of the City Planning and Zoning Commission that Case #2015-01 Administrative Adjustments and Variances should be referred to the City Council with a favorable recommendation, excluding the revisions to Section 16-2-16: Zoning Variances.

The decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on April 7, 2015, by Knoth, seconded by Bleile, which motion states:

TO APPROVE CASE #2015-01 AMENDMENTS TO TITLE 16: UNIFIED DEVELOPMENT CODE RELATED TO ADMINISTRATIVE ADJUSTMENTS AND VARIANCES AS WRITTEN, EXCLUDING THE CHANGES TO SECTION 16-2-16 ZONING VARAINCES, BE FORWARD FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION.

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley, Chair Fish
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

These Findings and Conclusions are effective as of the meeting on April 7, 2015.

BY ORDER OF THE CITY PLANNING & ZONING COMMISSION

[Signature]
Ron Fish, Chair
BY AUTHORITY

ORDINANCE NO. ___ SERIES OF 2015
COUNCIL BILL NO. 17
INTRODUCED BY COUNCIL MEMBER ____________

A BILL FOR

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE, TITLE 16, CHAPTER 2, OF THE ENGLEWOOD MUNICIPAL CODE 2000, RELATING TO ADMINISTRATIVE ADJUSTMENTS.

WHEREAS, land development is subject to review and conformance with the Unified Development Code which sets development standards based on the zone district, land use, lot width and lot area; and

WHEREAS, in some limited cases, development is hindered by unusual features of a property or lot which generally do not apply to other lots in the vicinity; and

WHEREAS, in some of these cases, the existing Uniform Development Code regulations on Administrative Adjustments (Title 16, Chapter 2, Section 17 EMC) will allow the City to approve an alternative design, as long as the proposed development meets the intent of the Code and has no adverse effects on nearby properties; and

WHEREAS, Administrative Adjustments are currently limited to very specific circumstances such as a 6” adjustment to a required 3’ setback; and

WHEREAS, the Englewood Board of Adjustment and Appeals is prohibited from hearing a case that would result in additional residential dwelling units in residential districts above the maximum permitted by zone district standards, based on minimum lot width or lot area; and

WHEREAS, these limitations in the current Code are preventing redevelopment and investment in the community in some instances; and

WHEREAS, this ordinance would allow minor adjustments in the minimum lot width or minimum lot area, which should result in more redevelopment and investment in Englewood; and

WHEREAS, the Englewood Planning and Zoning Commission recommended these changes at their April 7, 2015 meeting.

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 amending Title 16, Chapter 2, Section 17, Subsection D "Permitted Adjustments", Paragraph 1, Subparagraph b; and Title 16, Chapter 2, Section 17, Subsection D, Paragraph 2, Subparagraph a, of the Englewood Municipal Code 2000 to read as follows:
16-2 DEVELOPMENT REVIEW AND APPROVAL PROCEDURES

16-2-17: Administrative Adjustments.

D. Permitted Adjustments.


   a. Except when requested as a reasonable accommodation for Federal Fair Housing Act ("FFHA") purposes, a request for an Administrative Adjustment shall not be used to further modify a development standard that, as applied to the subject property, already qualifies as an exception to, or modification of, a generally applicable development standard required under Chapter 16-6 EMC, (Development Standards). For example, the developer of a residential project that qualifies for a special variation in the required side setback under the residential design provisions in Section 16-6-10.B EMC, cannot seek an Administrative Adjustment to further reduce the side setback allowed under the special variation.

   b. Unless specifically stated in the Scope of Authority below, the City Manager or designee shall not approve any Administrative Adjustment that results in an increase in permitted maximum development density or intensity; a change in permitted uses; an increase in building height; or a decrease in the amount of common or dedicated open space required by this Title or other City policies, standards, or regulations.

2. Scope of Authority—All Adjustments Except Reasonable Accommodations Under FFHA. An application for an Administrative Adjustment that is not related to a request for "reasonable accommodation" under the Federal Fair Housing Act may request only the following types of adjustments:

   a. Side-or-Rear Setbacks: Adjustments to any side-or-rear setback standard may be permitted as follows:

<table>
<thead>
<tr>
<th>Required Setback</th>
<th>Permitted Maximum Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 feet</td>
<td>6 inches</td>
</tr>
<tr>
<td>5 feet</td>
<td>1 foot</td>
</tr>
<tr>
<td>7 feet</td>
<td>1 foot</td>
</tr>
<tr>
<td>20 feet</td>
<td>2 feet</td>
</tr>
<tr>
<td>25 feet</td>
<td>3 feet</td>
</tr>
</tbody>
</table>
Section 2. The City Council of the City of Englewood, Colorado hereby authorizes the amending Title 16, Chapter 2, Section 17, Subsection D, Paragraph 2 "Scope of Authority", by the addition of a new Subparagraph (e) entitled "Minimum Lot Width or Lot Area" of the Englewood Municipal Code 2000 to read as follows:

16-2-17: Administrative Adjustments.

D. Permitted Adjustments.

2. Scope of Authority

  e. Minimum Lot Width or Lot Area: Adjustments may be permitted to the minimum lot width or minimum lot area is the “Summary Table of Dimensional Requirements for Principal Uses and Structures” in Section 16-6-1 of this Title, subject to the following requirements:

  (1) The adjustment shall not exceed five percent (5%) of the required minimum lot width or minimum lot area; and

  (2) The adjustment in the minimum lot width or minimum lot area may result in an alternate permitted land use in the base zone district where the property is located; and

  (3) A development for which a minimum lot width or minimum lot area adjustment is granted shall not be eligible for additional variances or additional administrative adjustments based on the reduced lot width or area; and

  (4) The result of an approved adjustment may result in an increase in the maximum development density or intensity; for residential developments, the result of the administrative adjustment shall not exceed one (1) additional residential dwelling unit.

Section 3. 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 4. 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 5. 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 6. 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 7. 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 4th day of May, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of May, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 6th day of May, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 4th day of May, 2015.

Loucrishia A. Ellis
COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

There has been no previous Council action concerning vacating The Broadway Planned Development (PD).

PREVIOUS PLANNING COMMISSION ACTION

The Planning and Zoning Commission considered vacating The Broadway Planned Development following the required Public Hearing on April 21, 2015. The Commission considered public testimony and voted 8 to 2 in favor of forwarding the proposed Planned Development vacation to City Council.

RECOMMENDED ACTION

Staff recommends that City Council approve a bill for an ordinance authorizing the vacation of The Broadway Planned Development on first reading, and set June 1, 2015 as the date for a Public Hearing.

ZONE DISTRICT

PD, Planned Development “Overlay District”
MU-R-3-B, Mixed use medium to high density residential and limited office, (underlying zone district).

PROPERTY LOCATION AND SURROUNDING LAND USE

The subject property of this Planned Development is located at the southeast boundaries of the City of Englewood, at South Broadway and South Broadway Circle. Areas to the north, east and south border the cities of Littleton and Greenwood Village, which are mostly low density residential in nature. Surrounding areas within the City of Englewood are zoned MU-B-2, a mixed use business district.

BACKGROUND

In 1972 the City established Planned Development (PD) regulations as an overlay that superimposed additional development regulations upon base zone districts. Planned Developments were required for all multi-family residential projects over four units. The purpose of the Planned Development was to permit and encourage diversification in the location of structures and the appropriate relationship of various uses. “Where a conflict occurs between an approved Planned Development and the regulations of the underlying zoning district, the approved Planned Development prevails except with regard to permitted
uses, dwelling unit density, and off-street parking requirements”, (Comprehensive Zoning Ordinance 22.4A-2 as amended by Ordinance No. 19, Series of 1981).

When The Broadway Planned Development project was submitted in 1984 with an excess of four units, the R-3 zone district required a Planned Development. The Broadway Planned Development was brought before the Planning and Zoning Commission on February 22, 1984. (The underlying zone district in 1984 was R-3, High Density Residential; today this is the MU-R-3-B zone district.) In 1984 the Comprehensive Zoning Ordinance (currently the Unified Development Code) had a density bonus of 70 units per acre for properties with a minimum of 42,000 s.f. This bonus density would have allowed the property to build up to 1422 units. Under the current UDC, the MU-R-3-B zone district would allow 877 units, currently on the property there are 312 units. Vacating this property would reduce the potential of 1422 units to a maximum of 877.

In 1984 The Broadway Planned Development met the dimensional requirements of the Comprehensive Zoning Ordinance. This is also true for meeting the dimensional requirements of the current Unified Development Code; see the chart below for 1984 and current dimensional requirements.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>1984 Code</th>
<th>Current Code</th>
<th>As-Built</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum lot coverage</td>
<td>35% Does not include garages and carports</td>
<td>75%</td>
<td>51.09%</td>
</tr>
<tr>
<td>Building Height</td>
<td>60'</td>
<td>60'</td>
<td>Approx. 35'</td>
</tr>
<tr>
<td>Density</td>
<td>1422 Units Allowed 70 units per dwelling with permitted density bonus</td>
<td>877</td>
<td>312</td>
</tr>
<tr>
<td>Parking</td>
<td>1.70 spaces per unit 530 total spaces</td>
<td>531</td>
<td>598</td>
</tr>
</tbody>
</table>

**PLANNED DEVELOPMENT AMENDMENTS**

- July 26, 1984 – reduced the number of buildings from 24 to 13 while increasing the number of dwelling units from 290 to 312.
- May 14, 1985 – an administrative amendment to the plan was granted for a change to Building 7 to accommodate engineering issues.
- October 8, 1985 – amendment to add a new tennis court.

In 1996, the Planned Development overlay district regulations were repealed and replaced with the Planned Unit Development (PUD). Pursuant to the PUD regulations: “Planned developments approved prior to July 1, 1996, are governed by the development plans and regulations of the underlying zone districts” (Englewood Municipal Code, 16-4-15, July 1996). The change to the PUD still requires that all amendments to Planned Developments go through the same steps as an amendment to a PUD, including a neighborhood meeting, Planning Commission public hearing and City Council public hearing and Ordinance approval.
PROPOSED CHANGES

CH Greenwood Point Communities, LLC, the owners of the property since 2011, propose to update the communal club house and recreational facility, as well as construct a new amenity building. The proposed changes would be an administrative review under the current MU-R-3-B zone district requirements, however, due to its Planned Development status the formal process described above is required, regardless of the scope of the change proposed.

NEIGHBORHOOD MEETING SUMMARY

Pursuant to the Unified Development Code PUD procedure, prior to submitting the Planned Development Vacation application, the applicant conducted a neighborhood meeting on Wednesday, February 25, 2015. Notice of the pre-application meeting was mailed to owners and tenants of property located within 1000 feet of The Broadway Planned Development property.

CITY DEPARTMENT AND DIVISION REVIEW

The applicants attended two Development Review Team meetings in fall of 2014 to discuss the owner’s desire to update the communal club house and add an additional building. In response to staff comments, the owners removed a proposed new residential building, but retained the new amenity building. At the DRT meetings, the owner and representatives were informed that an amendment to the Planned Development would be required for any future development. Alternatively, they could apply to vacate the Planned Development, and have future developments reviewed administratively under the regulations of the underlying MU-R-3B zone district.

SUMMARY

The 1984 Broadway Planned Development fully complied with the R-3 District requirements. The code requiring the Planned Development zoning no longer exists in the Unified Development Code, therefore, if submitted today this project could be reviewed and approved administratively.

The overlay of a Planned Development adds time and expense to a property owner because any development change requires an amendment to the Planned Development, including a public hearing with the Planning Commission and a public hearing and ordinance approval by City Council. Allowing future development to be reviewed under the requirements of the base zone district would be consistent with the reviews for other properties in the City, except those under a PUD.

FINANCIAL IMPACT

There is not direct financial impact to the City.

LIST OF ATTACHMENTS

Planning and Zoning Commission Staff Report - April 21, 2015
Planning and Zoning Commission Minutes - April 21, 2015
Planning and Zoning Commission Findings of Fact - Case #ZON2015-005
Bill for Ordinance
TO: Planning and Zoning Commission
THRU: Michael Flaherty, Deputy City Manager
Chris Neubecker, Senior Planner, Community Development
FROM: Audra L. Kirk, Planner 1
DATE: April 21, 2015

SUBJECT: Case ZON2015-002 - Public Hearing
Greenwood Pointe PD Amendment/Vacation (“the Broadway”)

APPLICANT:
Kimley-Horn & Associates
990 South Broadway
Suite 200
Denver, CO 80209

PROPERTY OWNERS:
Colrich, LLC
Jose Ruiz de Chavez
444 West Beech Street
Suite 300
San Diego, CA 92101

PROPERTY ADDRESS:
5312 South Broadway Circle

REQUEST:
The applicant request that the Planning and Zoning Commission consider the vacation of The Broadway Amendment Planned Development.

RECOMMENDATION:
The Department of Community Development recommends that the Planning and Zoning Commission approve the vacation of The Broadway Amendment Planned Development, with no conditions.

LEGAL DESCRIPTION:
See Attached
ZONE DISTRICT:
PD, Planned Development
MU-R-3-B, Mixed use medium to high density residential and limited office, (underlying
zone district).

PROPERTY LOCATION AND SURROUNDING LAND USE:
The subject property of this PD is located at the southeast boundaries of the City of
Englewood, at South Broadway and South Broadway Circle. Areas to the north and east are
with the cities of Littleton and Greenwood Village and are mostly residential in nature.
Surrounding areas to the west and south are within the City of Englewood city limits and
are zoned MU-B-2, a mixed use business district. The properties in the MU-B-2 zone district
are currently and historically used as auto sales lots.

BACKGROUND:
In 1972 The City established Planned Development (PD) regulations as an overlay that
superimposed additional development regulations upon base zone districts. At that time,
development in the R-3 zone district of four or more units required a PD. The Broadway PD
was brought before the Planning and Zoning Commission on February 22, 1984. The
underlying zone district was R-3, High Density Residential, today this is the MU-R-3-B zone
district. In 1984 this development would have met the dimensional requirements of the
Comprehensive Zoning Ordinance. This is also true for meeting the dimensional
requirements of the current Unified Development Code, for example: setbacks, height,
density, etc).

An amendment to the PD was filed July 26, 1984 to reduce the number of buildings from
24 to 13 while increasing the number of dwelling units from 290 to 312. The amendment
to the PD was approved. On May 14, 1985 an administrative amendment to the Plan was
granted for Building 7. The amendment was to accommodate engineering problems with
the building. October 8, 1985 an amendment to the plan was submitted to add a new
tennis court. All of the aforementioned amendments could have been approved
administratively, had a PD not been required.

In 1996 the PD overlay district regulations were repealed and replaced with the Planned
Unit Development (PUD). Pursuant to the PUD regulations: “PD developments approved
prior to July 1, 1996, shall continue to be governed by the respective development plans
and regulations of the underlying zone districts.”

The owners of the property would like to update the communal club house and
recreational facility, as well as construct a new amenity building. The proposed changes
would be an administrative review under the current MU-R-3-B zone district requirements.
However, due to the required original PD of 1984, a formal request is required for this
change and any other change, regardless of the scope of work.
**NEIGHBORHOOD MEETING SUMMARY:**
Pursuant to the Unified Development Code PUD procedure, the applicant conducted a neighborhood meeting on Wednesday, February 25, 2015, prior to submitting the PUD application. Notice of the pre-application meeting was mailed to owners and tenants of property located within 1000 feet of the proposed PD property. A meeting summary is attached (See Exhibit A).

**CITY DEPARTMENT AND DIVISION REVIEW:**
The applicants had a two Development Review Team meetings in fall of 2014. The DRT meetings were to discuss the owner's desire to update to communal club house and add an additional building. The owner and representatives from Kimley-Horn were told at those meetings that an amendment to the PD would need to happen for any future development to take place, or they could apply to vacate the PD, and have future developments reviewed administratively under the regulations of the underlying zone district.

**SUMMARY:**
The PD was required due to code requirement that any development four or more units be developed under the PD process. The 1984 development fully complied with the R-3 District requirements. These code requirements no longer exist.

The overlay PD adds time and expense to the property owner because any development change would require an amendment to the PD. Allowing future development to be reviewed under the requirements of the base zone district would be consistent with the reviews for most other properties in the City.

**ATTACHMENTS:**
Exhibit A: Legal Description
Exhibit B: February 25, 2014 Neighborhood Meeting Summary
Exhibit C: Greenwood Point Apartments Planned Development Amendment Application - Written Statement
Exhibit D: The Broadway PD ALTA/ACSM La
Greenwood Point Apartments
Neighborhood Meeting Concerning Vacation of the Planned Development
6:00 P.M. Wednesday, February 25, 2015
Greenwood Point Clubhouse

Brian Valentine and Adam Harrison – Kimley Horn (Design Consulting firm)
John Binder – KEPHART Architects
Jose Ruiz – Colrich Multifamily (Property Owners)
Chris Neubecker (City of Englewood)

About 30 – 40 people were in the audience. The audience included residents of the Greenwood Point Apartments, residents and property owners of Englewood, Littleton and Greenwood Village, which are immediately to the north, south and east of this property. Many people in the audience were concerned with development at the east end of the site (on or near the tennis courts or dog park), which could potentially block views.

A majority of those in the audience were OK with amending the P.D., but most appeared to be opposed to vacating the P.D.

Introduction

Mr. Valentine gave a background report on the proposal, and Colrich Multifamily as the property owners. There are no plans to construct tall buildings on the property. No high density development is planned. The current proposal is to improve the clubhouse, and to possibly construct a separate amenity building nearby.

The consultants met with the City of Englewood earlier in the year at a Development Review Team (DRT) meeting to get preliminary feedback on some design concepts. At the time, this included the possibility of a new building at the east end of the site. That building at the east end of the site is no longer under consideration.

The main purpose of the meeting tonight is to discuss the possibility of vacating the existing “Planned Development” document/plan that regulates the site, and revert back to the existing zoning for this area, which is MU-R-3-B. The owners at this time would like to add a one story amenity building. The Planned Development would need to be amended, or vacated, to allow this to happen.

Questions From Audience

Q - What is an Amenity Building? – (A- We currently have a small fitness center in this building (where the meeting was held). Would like to build another 1,500 sf building with a fitness center, resident lounge/gathering space. We would like to expand the pool deck with a BBQ area.)

Q - Will you build an apartment building in our backyards?
Q - Are there any written agreements with Littleton or Greenwood Village concerning development? (A - No written agreements. The zoning is MU-R-3B. This allows apartments up to 60 feet tall, about 5 stories.)

Q - Why make this change if the Amenity Building can be expanded in the existing P.D.? (A - The existing development meets the existing zoning. Existing P.D. would need to be amended to allow this change.)

Q - What type of agreement is the owner willing to sign to prevent development at the east end of the site? (A - Owner is probably not willing to enter any agreements to restrict their property rights allowed by the zoning.)

Q - How will the Fire Department review of this site be handled if the City of Englewood is merging with Denver Fire? (A - Unsure how plan review would be handled in the future. That is part of the Fire Department negotiations underway.)

Q - Are you aware of drainage issues near the Amenity Building? (Yes)

Q - Are you willing to commit to not develop on the east end of the site? (A - No, probably not.)

Q - What is the 5 year vision for this site? (A - This plan with Amenity Building is the 5 year plan. No other major development is planned at this time.)

Q - Could new buildings be added with the existing Planned Development? (A - Yes, with an amendment to the P.D.)

C - We want to work with the property owner/developer to allow for improvements, but we would like to see a "no build" zone.

C - Parts of this property may be in the Flood Zone. (A - We are aware of the flood zone. No development is proposed in the 100 year flood zone.)

Q - Why build this, other than to raise the rent? Why is this good for me as a resident? You are not maintaining the existing property. (A - All of the property we have bought, we improve the Amenities Buildings.)

C - It does not make sense to funnel all traffic through one tight area. (A - We can look at traffic calming measures.)

Q - Please show us where the 100 year flood zone is located. (A - Developer pointed out than no development is planned near the flood zone.)

Q - Are there any formal agreements between the City of Englewood, Greenwood Village and Littleton concerning setbacks, heights, etc.? (A - No. Part of the process is to provide notice to property owners within 1,000 feet.)
Q- Will this block views?

Q- Did you get a permit for the dog park? (A- No, only structures require a permit.)

C- I want to keep the existing Planned Development in place, because I want notice every time a major development is proposed.

C- We don’t know who the owner is, and we don’t know their integrity. (A- We are a family owned company. We have developed mostly in California. In the past few years, we have purchased property in several other states. Whatever questions you have, please contact our property managers, or our consultants.)

C- I am appalled at this presentation. You are asking to double the density and double the height. My level of trust is so low. You are trying to get us to focus on a small building and pool. If you proceed, there will be people at the public hearings.

C- We are afraid that tomorrow we will wake up and see a new building.

C- I think you are preparing the site to turn over to a new developer. My property values will go down. It’s not fair. We are not hearing the full story. (A- We will go back to the owner and discuss the options. One option is to just amend the P.D. to allow the amenity building.)

Q- Is it common to have a meeting represented by an engineer and consultant? (Yes)

Q- Why are you building a new building when nobody even plans to use the building? The owners will just raise the rent. They tried to raise my rent by $200 recently.

C- I love my apartment. The owners should ask us what we want to see. Please explain the two DRT Applications. (One was for the building at the east end of the site. After the DRT meeting with the City, we decided to remove the building at the east end of the site from our plans, which we took back to the City for comment.)

Q Is the building on the east end of the site still under consideration? (No)

Q- Who is on the DRT? (A- City Departments including Community Development, Building Department, Fire, Utilities, etc.)

Q What is the typical hold time for properties? (A – We typically buy and hold.)

Q What is the current occupancy of the building? (About 95 – 97%)

Q = Question
C = Comment
A – Answer / Reply
March 16, 2015

Greenwood Point Apartments Planned Development Amendment Application – Written Statement

Project Concept:

The existing Greenwood Point Apartment complex development located at 5312 South Broadway in Englewood, CO owned and operated by Colrich, LLC (Colrich). The property is currently zoned Planned Development, and the underlying zoning is MU-R-3-B. Based off our analysis, the site complies with the MU-R-3-B Zoning from a density, building height and parking standpoint.

The Greenwood Point Apartment complex is comprised of 312 total units divided amongst 13 existing three-story residential buildings on a 20.3+/- acre site, with a clubhouse and five detached garages, leading to a density of 16 units/acre. The site is providing 598 parking spaces leading to a parking ratio of 1.96 space/unit, greater than the 531 spaces required in the MU-R-3-B code. Buildings and hardscape comprise of 10.38 acres with the remainder being green space, leading to a lot coverage percentage of 51.1%, within the 75% limit required by code. The tables below outline the Zoning Code comparison:

Table 1: Density

<table>
<thead>
<tr>
<th>Units Based on Lot Area</th>
<th>Current</th>
<th>Max Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current</td>
<td>312</td>
<td>*877</td>
</tr>
<tr>
<td>16 Units/Acre</td>
<td></td>
<td>43 Units/Acre</td>
</tr>
</tbody>
</table>

*Per Englewood Municipal Code 16-6-1, MU-R-3-B District

Table 2: Parking Comparison

<table>
<thead>
<tr>
<th>Parking by Code</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupant: 1.5/Unit*</td>
<td>312 x 1.5 = 468</td>
</tr>
<tr>
<td>Guest: 1/5 Units*</td>
<td>312 / 5 = 63</td>
</tr>
<tr>
<td>Total Required =</td>
<td>531</td>
</tr>
<tr>
<td>Current Total =</td>
<td>528 Uncovered &amp; 70 Enclosed</td>
</tr>
</tbody>
</table>

*Per Englewood Municipal Code Table 16-6-4.1
Table 3: Lot Coverage

<table>
<thead>
<tr>
<th>Surface</th>
<th>Area</th>
<th>SF</th>
<th>AC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total:</td>
<td></td>
<td>885,372.78</td>
<td>20.33</td>
</tr>
<tr>
<td>Roof:</td>
<td></td>
<td>111,403.30</td>
<td>2.56</td>
</tr>
<tr>
<td>Green Space:</td>
<td></td>
<td>433,039</td>
<td>9.94</td>
</tr>
<tr>
<td>Hardscape:</td>
<td></td>
<td>340,930.48</td>
<td>7.83</td>
</tr>
</tbody>
</table>

Lot Coverage: 51.09%
Max Lot Coverage: *75%

*Per Englewood Municipal Code 16-6-1, MU-R-3-B District

As a result of the above analysis, Colrich is applying for a Planned Development Amendment to vacate the existing Planned Development and return to the underlying zoning of MU-R-3-B. Colrich wishes to vacate the Planned Development for multiple reasons, mainly to provide improvements to their residents quicker than under the current Planned Development zoning. Currently, proposing clubhouse modifications or pool deck improvements requires a Neighborhood Meeting and City Council action in order for these improvements to be acceptable. With the vacation of the Planned Development, these items would be reviewed by Englewood staff and can be approved administratively.

We appreciate your consideration this of Planned Development Amendment Application to vacate the existing Planned Development.
I. CALL TO ORDER

The regular meeting of the City Planning and Zoning Commission was called to order at 6:00 p.m. in the Community Room of the Englewood Civic Center, Chair Fish presiding.

Present: Bleile, Brick, King, Kinton, Knoth (arrived 6:29), Madrid, Townley, Fish, Pittinos (arrived 6:09),

Absent: Freemire (Excused)

Staff: Mike Flaherty, Deputy City Manager/Interim Community Development Director
Chris Neubecker, Senior Planner
Harold Stitt, Senior Planner
John Voboril, Planner II
Audra Kirk, Planner I
Dugan Comer, Deputy City Attorney

Also Present: Brad Meighen, Logan Simpson
Kristina Kachur, Logan Simpson
Brian Valentine, Kimley-Horn Associates
Adam Harrison, Kimley-Horn Associates

II. STUDY SESSION Englewood Comprehensive Plan Update

Harold Stitt, Senior Planner, shared the updated schedule of public meetings and a map with 13 neighborhood areas identified in the City. The neighborhood areas are designated to assist with small area planning as well as to identify needs specific to that area.

The next two Planning and Zoning Commission meetings will include a study session to examine the various neighborhood areas. The neighborhood assessments will result in strategy and implementation recommendations. Mr. Meighen explained that by examining the City at a neighborhood area level, there will be more guidance for staff in the Comprehensive Plan when evaluating new development for suitability.

Mr. Meighen outlined the various qualities that will be evaluated in each neighborhood. He used the Bates Logan neighborhood to illustrate the criteria that will be used to identify strengths, weaknesses and opportunities in each of the neighborhood areas. As an example of a catalyst in a neighborhood, he pointed out a school property that may be
available for redevelopment in the future and suggested that parcel may be an opportunity to rezone in order to determine what that possible redevelopment could be.

Discussion continued regarding the merits of changing zoning in some areas to encourage higher density and commercial enterprises. It was determined that the possibility of changing zoning from Sherman Street to Logan Street between Yale and Hampden will be presented at the community meeting for the area. Mr. Voboril added that feedback obtained from the community concerning the potential redevelopment of former school sites indicates a preference for more senior housing.

Mr. Stitt and Mr. Meighen encouraged the Commissioners to comment on the draft of Neighborhood Assessment document.

Note: After a brief break, the Commissioners moved to City Council Chambers for the remainder of the meeting and public hearing.

III. APPROVAL OF MINUTES

- April 7, 2015 Minutes

Knoth moved:
Bleile seconded: TO APPROVE THE APRIL 7, 2015 MINUTES

Chair Fish asked if there were any modifications or corrections. There were none.

AYES: Bleile, Brick, King, Kinton, Knoth, Madrid, Townley, Fish
NAYS: None
ABSTAIN: None
ABSENT: Freemire

Motion carried.

IV. FINDINGS OF FACT CASE #2015-01 ADMINISTRATIVE ADJUSTMENTS & VARIANCES

Knoth moved;
Bleile seconded:

TO APPROVE THE FINDINGS OF FACT CASE #2015-01 ADMINISTRATIVE ADJUSTMENTS & VARIANCES AND FORWARD TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION.

AYES: Bleile, Brick, King, Kinton, Knoth, Madrid, Townley, Fish
NAYS: None
ABSTAIN: None
ABSENT: Freemire
Motion carried.

V. PUBLIC HEARING CASE #ZON2015-002 VACATION OF PLANNED DEVELOPMENT, GREENWOOD POINT APARTMENTS/AKA “THE BROADWAY”

Knoth moved; King seconded: TO OPEN THE PUBLIC HEARING FOR CASE #ZON2015-002 VACATION OF PLANNED DEVELOPMENT, GREENWOOD POINT APARTMENTS/AKA “THE BROADWAY”

AYES: Bleile, Brick, King, Kinton, Knoth, Madrid, Townley, Fish
NAYS: None
ABSTAIN: None
ABSENT: Freemire

Motion carried.

STAFF PRESENTATION

Audra Kirk, Planner I, was sworn in. Ms. Kirk reviewed the applicant’s request and the history of the property. The application is to vacate the Planned Development (PD) on the property at 5312 Broadway Circle, Englewood, Colorado, known as the Greenwood Point Apartments. Ms. Kirk clarified that the property owner is CH Greenwood Point LLC, and not Colrich (which manages the property).

The vacation of the PD would result in the property reverting to the underlying zoning, MU-R-3-B without development restrictions other than what currently exists in the Unified Development Code. The prior amendments to the PD were reviewed. If the PD is vacated, new development could be reviewed and approved administratively.

Ms. Townley asked about the difference in density between the former R3 zoning and the current MUR-3-B. Ms. Kirk responded that they are the same.

Mr. Bleile asked if the current site building, size, density and parking are below the current development requirements. Ms. Kirk responded that they are well below current regulations that could be approved administratively.

Mr. Fish asked how many PDs are located in the City. Ms. Kirk responded that there are 20 other properties governed by PDs. Mr. Fish asked if they are similar types of properties to the one being addressed by the public hearing.

Chris Neubecker, Senior Planner, was sworn in. Mr. Neubecker explained that there are 20 PDs scattered throughout the City. Mr. Neubecker was unfamiliar with the original creation of the PD process. The PD process is no longer in the code. The PD process
creates an overlay and does not affect the underlying zoning as opposed to a PUD that changes the zoning for a particular process. Discussion continued regarding the purpose of Planned Developments.

Mr. Fish inquired about the boundaries of the property. Ms. Kirk reviewed the map of the area illustrating the boundaries and the adjoining properties. The parcel is adjoining to Greenwood Village, Littleton and unincorporated Arapahoe County.

The vacation of the PD would not create any non-conforming uses. Vacation of the PD would not change the underlying MUR-3-B zoning. The parcel would no longer be subject to the requirements of a public hearing to make changes within the development.

Ms. Kirk explained that the applicant is proposing to build a new amenity building. With the vacation of the PD, issues such as setbacks, height and other regulations per the UDC (Unified Development Code) for the zone district MUR-3-B would apply to any future development on the property.

**APPLICANT TESTIMONY**

Brian Valentine, Kimley-Horn, 990 South Broadway Suite 200, Denver, CO, was sworn in. Mr. Valentine thanked the Commissioners for the opportunity to present their case. Mr. Valentine represents Colrich, the property owners. He reviewed the history and other properties owned by Colrich in both the Denver metro area and nationally. He has worked on several properties that have undergone improvements after they were purchased by Colrich.

Mr. Valentine reviewed the property via a PowerPoint presentation. Through the review process with the City, it was determined that there are several barriers to adding an additional residential building at the east property line due to fire access requirements and constraints with utility service.

At this time, the owners are considering adding an amenity building, expanding the pool deck and remodeling the existing clubhouse. He stated that after meeting with neighboring residents, the developer may be willing to adopt a development agreement that would restrict building height on the east end of the property that is adjacent to Greenwood Village. Any such agreement would be a permanent condition recorded with the land.

Mr. Brick clarified that the Commission is not ruling on the merits of the buildings or amenities; he also asked about the financial impact of the PD on the property owner. Mr. Valentine confirmed that they are only seeking to vacate the PD and that the cost of bringing changes to the PD to the Commission are approximately $10,000-$20,000, which includes consultant expenses related to the public meetings, preparation for hearings and preparation of renderings.
Mr. Bleile asked what the new building would be used for; Mr. Valentine responded that it will be a fitness center. Mr. Bleile asked if the developer has intentions to sell the property; Mr. Valentine replied that the company generally holds properties for long term investment.

Mr. King inquired about the potential development agreement and the possibility of a height restriction on the east end of the property. Mr. Valentine offered that the details have not been established. Mr. King asked about the current building heights; Mr. Valentine responded that they are approximately 60 feet in conformance with the MUR-3-B regulations.

PUBLIC TESTIMONY

Todd Biggs, 6 Sunset Lane, Greenwood Village, was sworn in. Mr. Biggs' property adjoins the Greenwood Point Apartments property. He expressed concern about changes being made to the property without public review. His concern is about future development and building height on the far east end of the property. Mr. Bleile asked how Mr. Biggs' property would be affected should a building be constructed where the tennis courts and dog park are located. Mr. Biggs responded that his privacy and views would be affected.

Andy Buettner, 7 Sunset Lane, Greenwood Village, was sworn in. Mr. Buettner is concerned about potential development on the east end of the Greenwood Point Apartments property. He is appreciative of the willingness of the developer to consider a development agreement.

Debbie Perry-Smith, 5475 South Clarkson Street, Greenwood Village, was sworn in. She presented an e-mail that was written by Greenwood Village City Councilman Jerry Presley who was unable to attend the public hearing. A copy was received for the record. She is in agreement with the previous testimony by Mr. Biggs and Mr. Buettner.

Mary O'Brien, 5548 South Washington Street, Littleton, was sworn in. She is opposed to development at the east end of the property.

REBUTTAL

Ms. Kirk responded to the question regarding the costs related to amendments to the PD; in addition to the costs outlined by Mr. Valentine it would cost the applicant $1,000 in fees to apply for a PD amendment.

Ms. Townley asked Ms. Kirk if the developer would still be required to go through the Development Review Team process should the PD be vacated. Ms. Kirk responded that although the Development Review Team process is not mandatory for projects, it is highly encouraged as a valuable tool to address issues related to the development prior to formal submittal.
Mr. King asked about the review process; Ms. Kirk responded that plans can be submitted without going through the Development Review Team process but it would potentially take longer for the approval process if they had not previously been reviewed.

Mr. Fish asked if applicants propose ideas that may not be feasible would the Development Review Team offer feedback. Ms. Kirk responded that the Development Review Team consists of members of various departments including Public Works, Utilities, Fire, Building Division, Traffic, Wastewater as well as Community Development. If there are issues with the plan, comments are provided to the applicant.

Mr. Bleile asked if vacating the PD would require a full Building Department permit review for future alterations to the property. Ms. Kirk responded that any permit would be subject to review for compliance with the UDC. Mr. Bleile asked if the current PD includes a height and density restriction. Ms. Kirk replied that the current PD has density and height limits of 60' (sixty feet). The density included in the current PD plan has a density bonus that would allow for greater density than the underlying MUR-3-B zoning.

Mr. Kinton asked if any precedence exists for vacating Planned Developments. He asked if there is a process to continue with notification and public input into further development. Ms. Kirk replied that there is not; that was the function of the PD.

Mr. Madrid asked about the previously mentioned developer’s agreement. Ms. Kirk responded that the issue just became known prior to the public hearing.

Mr. King asked if it is practical to develop the section of the property in question. Ms. Kirk indicated that it is permissible from a zoning standpoint but she could not comment on the opinion of other City departments.

Mr. Bleile asked if the PD limits the development with regards to heights and density. Mr. Valentine responded that the underlying zoning dictates the height and density of the development.

Ms. Townley asked if the company has any other properties that have development agreements. Mr. Valentine responded that they do have one in Denver that is being developed with height limits with waivers.

Mr. King asked Ms. Kirk if additional documentation exists for the PD. Ms. Kirk replied that there is not.

Brick moved; 
Knoth seconded: TO CLOSE THE PUBLIC HEARING FOR CASE #ZON2015-002 VACATION OF PLANNED DEVELOPMENT GREENWOOD POINT APARTMENTS/AKA THE BROADWAY.
AYES: Bleile, Brick, King, Kinton, Knoth, Madrid, Townley, Fish
NAYS: None
ABSTAIN: None
ABSENT: Freemire

Motion carried.

Bleile moved;
King seconded: TO APPROVE CASE #ZON2015-002 VACATION OF PLANNED DEVELOPMENT GREENWOOD POINT APARTMENTS/AKA THE BROADWAY AS PRESENTED BY STAFF WITH A FAVORABLE RECOMMENDATION TO CITY COUNCIL.

Discussion

Mr. Brick reminded the Commissioners that the task is to decide whether or not to vacate the Planned Development. The Commissioners discussed the difference between a Planned Development (PD) and a Planned Unit Development (PUD).

Mr. Kinton commented on the unique location and features of the subject property with regards to being a good neighbor to adjacent jurisdictions.

Mr. Knoth stated that he feels this process is eliminating the need for time and resources to bring development issues to the Commission.

Vote:

Bleile – By reverting back to the base district zoning, it allows for pro-development, lower cost of ownership that may be passed on to tenants; we want to make doing business with Englewood easier, prevents large increases in density.

Brick – The original PD was perhaps created to be able to review the property. The Englewood Comprehensive Plan states that Goal 1, Objective 1.5 – shape the region pattern of growth and development by buffering and defining communities and 1.6 – protect prominent visual features such as the Rocky Mountain Front Range and the South Platte River corridor. There has been a history of solid cooperation between Englewood and Greenwood Village. Because of the ambiguity of the PD document, he votes no because he believes the public should have input.

King – Yes, continuing to require the landowner to amend the PD could negatively affect the property due to the costs involved with requesting a change. His recommendation is that the owner and the owner of the adjacent properties reach an agreement prior to the City Council decision on the matter.
Kinton – Mr. Kinton concurs with Mr. Brick; we should take our neighbors into consideration. He is also concerned about voting for something that reduces the public process and public input. He is sympathetic to the applicant for the costs involved, but without precedent he votes no.

Knoth – Yes, the requirement that the applicant submit to a public hearing is not in the best interest of our City.

Madrid – Yes, based on the testimony he does not see any additional gain in height or setbacks between keeping the overlay vs. the MUR-3-B zoning. The current administrative review process is adequate for this property. He also agrees that a developer agreement would be appropriate. If the developer chooses to increase density it will be in accordance with the City’s goals. His vote is to remove the PD overlay.

Townley – Yes, although the current PD provides a process, it also creates barriers to development and improving the housing stock within Englewood. A developer agreement would be the right thing to do and would be a good thing to have in place prior to the City Council meeting.

Fish – Agrees with the Commissioners who voted yes. He believes the Comprehensive Plan is very clear in its intent of Revitalization, Redevelopment and Reinvention that can only be implemented with flexibility to allow developers to change their properties appropriately.

AYES: Bleile, King, Knoth, Madrid, Townley, Fish
NAYS: Brick, Kinton
ABSTAIN: None
ABSENT: Freemire

Motion passes.

VI. PUBLIC FORUM
No members of the public had comment for the Commission.

VII. ATTORNEY’S CHOICE
Deputy City Attorney Comer did not have any comments for the Commission.

VIII. STAFF’S CHOICE
Mr. Neubecker reminded the Commissioners that the meetings on May 5th and May 19th will begin at 6:00 p.m. to discuss the Comprehensive Plan.

VIII. COMMISSIONER’S CHOICE
The Commissioners did not have any further comments.

The meeting adjourned at 8:50 p.m.

/s/ Julie Bailey __, Recording Secretary
FINDINGS OF FACT

1. THAT the Public Hearing on Case ZON2015-002, Vacation of the Planned Development at 5312 Broadway Circle, also known as the Greenwood Point Apartments (AKA “The Broadway”), was brought before the Planning and Zoning Commission by the Department of Community Development, a department of the City of Englewood.

2. THAT notice of the Public Hearing was published in the Englewood Herald on April 9, 2015. Notice of the Public Hearing was on the City of Englewood website from April 14, 2015 to April 21, 2015.
3. THAT the Staff report was made part of the record.

4. THAT a Public Meeting was held on February 25, 2015, and that notice of the Public Hearing was mailed to owners and tenants of the property located with 1000 feet of the subject property.

5. THAT testimony was received from the public at the Public Hearing.

6. THAT the applicant met with the City Development Review Team twice in the fall of 2014.

7. THAT the property is adjoining to multiple jurisdictions: Greenwood Village, Littleton and Unincorporated Arapahoe County.

8. THAT the applicant proposes to vacate the Planned Development overlay in order to allow flexibility for development of the property.

9. THAT the original Planned Development requirement for development of four or more units is no longer included in the Unified Development Code.

10. THAT the underlying zoning of the property is MUR-3-B and the regulations as such will apply to any future development of the property.

11. THAT the Planned Development overlay requires a formal request and public process in order to make amendments to the approved plan, which creates a financial burden on the property owner.

CONCLUSIONS

1. THAT the proposed vacation of the Planned Development overlay will allow changes to the development to be approved administratively by applying the regulations contained in the Unified Development Code for the MUR-3-B zone district.

2. THAT by vacating the Planned Development overlay, the property owner will have greater flexibility to improve the property.

3. THAT the property owner will be spared additional expenses related to the property by having further development reviewed and approved administratively.

4. THAT the underlying zone district MUR-3-B allows for less density than the existing Planned Development allows.
5. THAT the proposed changes are in conformance with the 2003 Englewood Comprehensive Plan by supporting Redevelopment, Revitalization and Reinvention.

**DECISION**

THEREFORE, it is the decision of the City Planning and Zoning Commission that Case #ZON2015-002 Vacation of the Greenwood Point Apartments/AKA "The Broadway" Planned Development should be referred to the City Council with a favorable recommendation.

The decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on April 21, 2015 by Bleile, seconded by King, which motion states:

*TO APPROVE CASE #ZON2015-002 VACATION OF THE GREENWOOD POINT APARTMENTS/AKA "THE BROADWAY" PLANNED DEVELOPMENT AS WRITTEN BE FORWARD FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION.*

AYES: Bleile, King, Knoth, Madrid, Townley, Fish

NAYS: Brick, Kinton

ABSTAIN: None

ABSENT: Freemire

Motion carried.

These Findings and Conclusions are effective as of the meeting on April 21, 2015.

**BY ORDER OF THE CITY PLANNING & ZONING COMMISSION**

Ron Fish, Chair
BY AUTHORITY

ORDINANCE NO. ___  COUNCIL BILL NO. 23
SERIES OF 2015  INTRODUCED BY COUNCIL
MEMBER ____________

A BILL FOR

AN ORDINANCE VACATING THE BROADWAY PLANNED DEVELOPMENT AND
ZONING THE AREA MU-R-3-B

WHEREAS, the subject property of the Planned Development is located at the southeast
boundaries of the City of Englewood, at South Broadway and South Broadway Circle. Areas to the
north and east are with the cities of Littleton and Greenwood Village and are mostly residential in
nature, surrounding areas to the west and south are within the City of Englewood city limits and
are zoned MU-R-3-B; and:

WHEREAS, in 1972 the City established Planned Development (PD) regulations as an overlay
that superimposed additional development regulations upon base zone districts; and

WHEREAS, at that time, development in the R-3 zone district of four or more units required a
PD; and

WHEREAS, the Broadway PD was brought before the Planning and Zoning Commission on
February 22, 1984, the underlying zone district was R-3, High Density Residential, and

WHEREAS, an amendment to the PD was filed July 26, 1984 to reduce the number of buildings
from 24 to 13 while increasing the number of dwelling units from 290 to 312; and

WHEREAS, the amendment to the PD was approved. On May 14, 1985 an administrative
amendment to the Plan was granted for Building 7. The amendment was to accommodate
engineering problems with the building; and

WHEREAS, October 8, 1985 an amendment to the plan was submitted to add a new tennis court;
and

WHEREAS, in 1996 the PD overlay district regulations were repealed and replaced with the
Planned Unit Development (PUD) regulations; and

WHEREAS, pursuant to the PUD regulations: "PD developments approved prior to July 1, 1996,
shall continue to be governed by the respective development plans and regulations for the underlying
zone districts”; and

WHEREAS, the owners of the property would like to update the communal club house and
recreation facility, as well as construct a new amenity building, and
WHEREAS, the PD was required due to code requirements that any development of four or more units be developed under the PD process. The 1984 development fully complied with the R-3 District requirements. These code requirements no longer exist; and

WHEREAS, the proposed changes would be an administrative review under the current MU-R-3-B zone district requirements. However, due to the required original PD of 1984, a formal request is required for this change and any other change, regardless of the scope of work; and

WHEREAS, the overlay PD adds time and expense to the property owner because any development change would require an amendment to the PD; and

WHEREAS, allowing future development to be reviewed under the requirements of the MU-R-3-B base zone district would be consistent with the reviews for most other properties in the City; and

WHEREAS, following the required Public Hearing on April 21, 2015 the Planning and Zoning Commission considered public testimony and voted 8 to 2 in favor of forwarding the proposed Planned Development vacation to City Council.

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

Section 1. The Broadway Planned Development is vacated.

Section 2. The area underlying the Broadway Planned Development shall be zoned MU-R-3-B.

Introduced, read in full, and passed on first reading on the 18th day of May, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 21st day of May, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 20th day of May, 2015 for thirty (30) days.

______________________________
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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 18th day of May, 2015.

______________________________
Loucrishia A. Ellis
BY AUTHORITY

ORDINANCE NO. ______ SERIES OF 2015
COUNCIL BILL NO. 18
INTRODUCED BY COUNCIL MEMBER WILSON

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY AND COUNTY OF DENVER AND THE CITY OF ENGLEWOOD, COLORADO TO PROVIDE FIRE AND AMBULANCE PROTECTION.

WHEREAS, The Englewood Home Rule Charter requires “Council shall provide, by ordinance, Fire, Police and Health services for the preservation of public property, health, peace and safety, including the prevention of crime, the apprehension of criminals, the protection of property and the rights of persons, the enforcement of laws of the State and the ordinances of the City, and such other functions as Council and the City Manager may prescribe”; and

WHEREAS, the Englewood Fire/Fire Rescue Department is comprised of roughly 60 highly motivated, dedicated and committed staff that provide 24-hour emergency medical and fire protection throughout our community; and

WHEREAS, there are currently three shifts that cover the three fire stations with a minimum staffing level of 14 firefighters/EMTs per shift including at least two certified firefighters/paramedics; and

WHEREAS, the City Council has determined that it is too expensive to maintain a stand alone fire department; and

WHEREAS, the City Council has determined that increasing property taxes to support a stand alone fire department is not a viable long term solution; and

WHEREAS, a contract with Denver Fire would eliminate the immediate need for a property tax increase for public safety; and

WHEREAS, Englewood has received proposals from Denver, South Metro and Littleton departments to provide contract fire department services; and

WHEREAS, the City Council had determined that Denver’s proposal is the most advantageous option; and

WHEREAS, Colorado encourages intergovernmental agreements for the provisions of services and such agreements are permitted under Section 79 of the Englewood Home Rule Charter; and

WHEREAS, Denver will maintain two of Englewood’s fire stations, the Jefferson station, and the Acoma station; and
WHEREAS, Denver Fire would not require the immediate replacement of these stations; however, the City would propose to take the contract savings and make improvements to the stations as it pertains to the health of the employees and the functionality of the buildings; and

WHEREAS, the Tejon station’s area is covered by other Denver Stations; and

WHEREAS, Englewood will close the Tejon Fire Station; and

WHEREAS, the City of Denver has proposed a single contract with Englewood wherein they would provide fire service and then subcontract with Denver Health for paramedic service; and

WHEREAS, Denver Fire shall contract with Denver Health to provide two (2) ambulances housed in Englewood fire stations; and

WHEREAS, Denver Fire shall provide dispatch services for both fire and ambulance services; and

WHEREAS, Denver Health has agreed to transport all emergency trauma patients to Swedish Hospital and abide by patient request for other facilities such as Porter Hospital when the condition allows; and

WHEREAS, Denver Fire shall provide equivalent fire positions for current Englewood line personnel under the Denver employment system and Colorado FPPA pension system; and

WHEREAS, Denver response time for fire shall be 4 minutes or less; and

WHEREAS, Denver’s response time for ambulance shall be 4 minutes or less; and

WHEREAS, Denver shall provide monthly reports to the Englewood City Manager showing actual response times for the previous month; and

WHEREAS, Englewood shall maintain its own Fire Marshal and inspection services using a Fire Code adopted by the Englewood City Council; and

WHEREAS, Denver shall bill for ambulance transport and retain the proceeds; and

WHEREAS, Denver Fire would take over the ownership, maintenance, and responsibility for the Englewood Fire/Rescue rolling stock; and

WHEREAS, each piece of apparatus would have four person staffing as opposed to three with Englewood Fire/Rescue; and

WHEREAS, Denver Fire has an ISO 2 rating which will benefit our property owners should a contract be entered into; and

WHEREAS, Denver Fire has proven to be a reliable, economic, and functional alternative for the cities of Glendale and Sheridan; and

WHEREAS, local control would not be lost through an intergovernmental agreement with Denver Fire; and
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the Intergovernmental Agreement with the City and County of Denver and the City of Englewood, Colorado to provide Fire protection for the City of Englewood, attached hereto as “Exhibit A”.

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest said intergovernmental agreement with Denver for and on behalf of the City of Englewood.

Section 3. No federal funds are being used for this project.

Introduced, read in full, and passed on first reading on the 4th day of May, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 7th day of May, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 6th day of May, 2015 for thirty (30) days.

Read by title and passed on final reading on the 18th day of May, 2015.

Published by title in the City’s official newspaper as Ordinance No. ___, Series of 2015, on the 21st day of May, 2015.

Published by title on the City’s official website beginning on the 20th day of May, 2015 for thirty (30) days.

__________________________________________
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
INTERGOVERNMENTAL AGREEMENT TO PROVIDE FIRE PROTECTION

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered, effective as of June 1, 2015 ("Effective Date"), by and between the CITY OF ENGLEWOOD, a Colorado home rule municipality located in Arapahoe County, Colorado ("Englewood") and the CITY AND COUNTY OF DENVER, a Colorado home rule municipality ("Denver"), either of which may be referred to in this Agreement as a "Party" and both may be referred to in this Agreement as "Parties".

RECITALS:

WHEREAS, Englewood and Denver currently maintain and equip high quality fire departments, providing comprehensive fire suppression, fire prevention, review and inspection services, emergency medical services, emergency hazardous substances response services and other services incidental to the protection of person and property in their respective communities; and

WHEREAS, Englewood is bordered by Denver, and the fire departments for Englewood and Denver have a recent history of working in close harmony on matters of mutual concern, such as through the Mutual Aid Agreement providing for extraterritorial fire suppression aid; and

WHEREAS, Englewood and Denver could enjoy greater efficiencies and economies of scale, while preserving the high level of fire service each Party currently provides its citizens, if Denver assumed primary responsibility for provision of fire suppression and certain other fire-related services in Englewood, as set forth in this Agreement; and

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, are specifically authorized by Section 29-1-203, C.R.S., and charters for the respective entities; and

WHEREAS, Englewood and Denver, through their respective City Councils and other officials, have determined that it is in the best interest of the public that each entity serves to enter into this Agreement by which Denver will provide fire suppression and certain other fire-related services in Englewood, subject to the terms, conditions and consideration set forth in this Agreement;}
NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained in this Agreement, Englewood and Denver agree as follows:

1. PURPOSE: The purpose of this Agreement is to set forth the responsibilities of Englewood and Denver with respect to the provision of fire suppression services and other fire-related services, including emergency medical services, as expressly provided for in this Agreement (collectively, the “Fire Services”), by the Denver Fire Department (“Denver Fire”) within the jurisdictional boundaries of the City of Englewood. Beyond the specified Fire Services, this Agreement describes, among other things, the Parties’ obligations with respect to E-911 communications, personnel, property, fire stations lease, and payment. This Agreement is not intended to establish, and does not establish, a separate governmental entity for the performance of any function. By entering this Agreement, Denver does not assume, and shall not be responsible for, any financial or other liabilities that may currently exist as of the Effective Date of this Agreement, whether known or unknown, with respect to Englewood’s Fire Department.

2. TERM & TERMINATION:
   A. Term: This Agreement shall commence on the 1st day of June, 2015 (the “Effective Date”), and continue thereafter until the 31st day of December, 2035, unless earlier terminated as provided herein. The term of the Lease of the Fire Station Facilities, as provided in paragraph 10 below, shall be coterminous with the term of the Agreement. These two terms shall be jointly referred to in this Agreement as the “Term”.

   B. Termination: In the event that a Party defaults or breaches, on its part, in the performance or fulfillment of one or more material term(s), promise(s), or condition(s) of this Agreement (“Default”) and shall fail to cure such Default within ninety (90) days following delivery of written notice from the other Party, in accordance with the notice paragraph of this Agreement, specifying the Default and the date on which the right to terminate the Agreement may be exercised if such Default is not cured within the ninety (90) day cure period. If the Default is not cured within ninety (90) days or some other resolution is not reached prior to the termination date stated in notice or a consensus for any extension date is not reached, as either the resolution or the extension date are mutually agreed to by the Englewood City Manager and the Denver Fire Chief in a signed writing, then this Agreement shall terminate in accordance with the terms and conditions of this Agreement. If the Default is a failure of Englewood to
appropriate or make available funds or make a payment as prescribed in paragraph 11 below, the cure period shall be thirty (30) days from the date of written notice from Denver, unless the Denver Fire Chief agrees in writing to extend the deadline.

3. **FIRE SUPPRESSION:** Englewood and Denver agree that Denver will provide fire suppression services within the jurisdictional boundaries of the City of Englewood during the Term of this Agreement. The level of fire suppression service will be equivalent to that provided to Denver residents ("Denver Service Level") and shall be substantially consistent with the "Chief's Action Plan," attached hereto and incorporated herein as Exhibit A-1 and the "Travel Response Standard," subject to the assumptions and variables set forth therein, attached hereto and incorporated herein as Exhibit A-2. In accordance with Denver's collective bargaining agreement, Denver will staff each fire vehicle with four (4) firefighters at the Fire Station Facilities identified in paragraph 10 below. The Chief's Action Plan may be amended from time to time, in the sole discretion of the Denver Fire Chief, so long as the Denver Service Level is maintained. A copy of any amended Chief's Action Plan will be sent to the Englewood City Manager in accordance with the notice paragraph of this Agreement.

4. **FIRE PREVENTION:**

4.1 Fire Prevention Services: Englewood reserves and will remain responsible for fire prevention services within the jurisdictional boundaries of the City of Englewood, including without limitation the enforcement of Englewood's Building and Fire Codes, periodic fire safety inspections, and issuance of building permits and certificates of occupancy. Recognizing the importance of Denver Fire being acquainted with structures in Englewood as well as fire prevention measures that would protect the lives of Denver firefighters, Englewood, through its Fire Marshal, agrees to cooperate and coordinate with Denver Fire with respect to fire prevention activities, and Denver Fire will be notified and afforded the opportunity to participate in fire prevention activities, as described in Exhibit B attached hereto and incorporated herein.

4.2 Applicable Codes: Englewood and Denver agree that the international fire and building codes for Englewood and Denver should be compatible. Englewood agrees within one (1) year of the Effective Date of this Agreement to adopt the 2015 International Building and Fire Codes and to adopt any subsequent versions of the building and fire codes within six (6) months of Denver's adoption of said subsequent versions of said codes. Englewood agrees not to
adopt any laws or amendments to said codes that conflict with or are materially inconsistent with the applicable uniform building and fire codes without obtaining the prior, written approval of the Denver Fire Chief (which approval will not be unreasonably withheld). Denver has adopted amendments to the 2015 International Fire Code which will not be effective in Englewood unless the same or similar amendments are enacted by Englewood. Englewood shall provide Denver with copies of the adoption ordinances, if and when so enacted, in accordance with the notice paragraph of this Agreement.

4.3 Standpipe Valve Threading: Denver will provide and maintain, at its own expense, adapters on Denver’s fire trucks for making threading connections to hydrants and building standpipes within Englewood.

5. **EMERGENCY MEDICAL SERVICES:** Denver shall arrange, by separate contract or by other means, for emergency medical services to be provided within the jurisdictional boundaries of Englewood, with Swedish Hospital being the primary hospital. The level of emergency medical services will be equivalent to that provided to Denver residents. During the Term of this Agreement, two ambulances with two paramedics for each ambulance will be based at the Fire Station Facilities identified in paragraph 10 below (“Englewood-Based Emergency Medical Services”). To the extent that additional emergency medical services are needed in Englewood beyond the Englewood-Based Medical Services, Denver shall arrange for that emergency medical service to be provided. If Denver should consider changing the provider(s) of the emergency medical services, Englewood will be consulted prior to any change.

6. **ENGLEWOOD POLICE DEPARTMENT:**

6.1 Arson and Fire Investigations: During the Term of this Agreement, Denver shall perform all “cause and origin” fire investigations in Englewood, consistent with its investigative practices and procedures within the City and County of Denver. Denver Fire will work in conjunction with the Englewood Police Department (“Englewood Police”) on all fire and arson investigations which involve or result from the commission of a criminal act in Englewood. Englewood Police will assist Denver Fire in the conduct of such investigations; will be responsible for all criminal processes resulting from Denver Fire investigations with the District Attorney for Arapahoe County and the 18th Judicial District; and will coordinate such Denver Fire investigations, to the extent appropriate, with the Department of Human Services and the juvenile court system.
6.2 Other Support: Subject to available resources and personnel and consistent with the policies and practices of Denver Fire, Denver Fire will coordinate with Englewood Police to provide the following assistance:

- Traffic control at accidents scenes to which Denver Fire has been dispatched;
- Use of a ladder truck to provide roof access and aerial crime scene photographs;
- Ambulance service to perform blood draws at an Englewood Police station; and
- Establishment of a protocol in regard to Active Shooter scenarios.

6.3 Communications: Englewood Police and Denver Fire will cooperate in establishing a means of radio and other communication between the two departments.

7. **EMERGENCY NOTIFICATION AND DISPATCH SERVICES:** Englewood will provide for dispatch services for all emergency 9-1-1 ("E-911") calls. E-911 calls for fire and emergency medical-related matters will be immediately transferred to Denver’s 911 Emergency Communication Center by Englewood's Dispatch through a “Tandem Transfer” of the Automatic Number Identification and Automatic Location Identification ("ANI/ALI") received by Englewood’s Dispatch. Englewood will operate through its E-911 Authority Board’s Master Street Address Guide administrator to ensure that the correct agencies will be referenced on the ANI/ALI display. Englewood, in conjunction with its E-911 service providers, will make any changes to its communication system necessary to expedite the transfer of E-911 information to Denver Fire dispatchers, thereby minimizing any delay to its citizens. Englewood Class 1 properties shall be monitored by licensed central station agencies that are licensed by Denver Fire and comply with all required code criteria.

8. **ENGLEWOOD FIRE PERSONNEL:**

8.1 Lateral Appointment: Englewood Fire Department ("Englewood Fire") personnel (other than the Englewood Fire Marshal), who (i) obtain a Certificate of Good Standing from the Englewood City Manager, and (ii) accept offers tendered by Denver’s Executive Director of Safety in accordance with the Denver City Charter and the terms of this Agreement, shall become personnel of Denver Fire and shall operate under the direction and control of Denver Fire. Such personnel shall receive lateral appointment to Denver Fire at their current rank, but not higher than the rank of Firefighter 1st Grade, and will be paid at the applicable base salary and benefits as defined by the Denver Firefighter Union Local 858 collective bargaining agreement. By “current rank,” it is meant that rank within Denver Fire most
closely matching the personnel’s current salary with Englewood Fire, but in no case higher than the rank of Firefighter 1st Grade. Any personnel whose rank is set at Firefighter 4th Grade will have to complete three (3) months of assigned time in operations before they will be considered as having graduated from the Fire Academy. All lateral appointments are subject to a nine (9) month probationary period. Following lateral appointment and satisfactory completion of the probationary period, laterally appointed personnel shall only be eligible to test for promotion after forty-eight (48) months of service at Denver Fire, and after meeting all requirements applicable to each candidate for the promotional process in question. For purposes of seniority within Denver Fire, the date of lateral appointment to Denver Fire will be determinative. As among Englewood Fire personnel who become Denver firefighters pursuant hereto, the date of appointment to the Englewood Fire shall be determinative.

8.2 Limitations: This Agreement is not intended to, and shall not be construed to, alter or amend any collective bargaining agreement now in effect. In addition, Denver shall have no responsibility or financial liability for and will not administer any differential pay or severance obligations Englewood may have for Englewood Fire personnel and shall have no responsibility or financial liability for any obligations Englewood may have to said Englewood Fire personnel based on their service to and employment by Englewood, including but not limited to payouts, leave, benefits, overtime, compensatory time, disability, merit pay, bonuses, pensions and litigation claims.

9. **ROLLING STOCK; FURNITURE, FIXTURES & EQUIPMENT; APPARATUS:**

9.1 Rolling Stock: Englewood hereby grants and conveys to Denver all of its right, title and interest, free of any encumbrances, in the rolling stock currently owned by Englewood as listed below:

- 6353 2009 Chevrolet Cut Away CC4V042
- 6354 2012 Dodge Ambulance
- 6488 2000 American La France Pumper
- 6493 2002 American La France Pumper
- 6490 2001 American La France Squirt
- 6494 2003 Freightliner M2106
- 6499 2005 Freightliner M2 Hazmat
- 6503 2008 Chevrolet Silverado 2500
- 6504 2009 Bauer TCOM-25 Trailer/Compressor
The following rolling stock shall be retained, stored and properly maintained by Englewood until such time as the Lease-Purchase obligation for this rolling stock is paid off, but no later than April 29, 2016, whereupon Englewood shall grant and convey to Denver all of its right, title and interest, free of encumbrances, in the following rolling stock:

- 6501 2007 Crimson Pumper
- 6502 2007 Crimson Heavy Rescue Pumper

(“Crimson Fire Vehicles”). The Crimson Fire Vehicles shall be delivered to Denver Fire on the date of conveyance.

9.2 Furniture, Fixtures & Equipment: Englewood hereby grants and conveys to Denver all of its right, title and interest, free of encumbrances, in the furniture, fixtures and equipment listed in Exhibit C attached hereto and incorporated herein by reference.

9.3 Conveyance & Ownership: Englewood shall deliver to the Denver Fire Chief within thirty (30) days following the Effective Date of this Agreement (except for the two Crimson Fire Vehicles listed above which will be delivered by April 29, 2016): (a) duly executed bill(s) of sale conveying unencumbered title to all rights in the above-listed rolling stock and the furniture, fixtures and equipment listed in Exhibit C; and (b) with respect to vehicles, duly endorsed certificates of title transferring unencumbered vehicular title to Denver. Any other Englewood rolling stock and furniture, fixtures and equipment not specifically listed above or in Exhibit C shall remain the property of and in the possession and control of Englewood and shall be removed from the Fire Station Facilities identified in paragraph 10 below unless the Denver Fire Chief agrees that they may remain for use by Denver Fire. All rolling stock and furniture, fixtures and equipment provided by or subsequently acquired by Denver for the purposes of performing Denver’s obligations under this Agreement shall be and remain the property of and in the possession and control of Denver.

9.4 Apparatus: Denver Fire reserves the right to provide rolling stock and fire equipment different from those listed above and in Exhibit C at the Fire Station Facilities identified in paragraph 10 below. Initially, Denver Fire will establish 1 Engine Apparatus at the Jefferson Fire Station (555 West Jefferson Avenue) and 1 Quint Apparatus at the Acoma Fire Station (4830 South Acoma Street). During the Term of this Agreement, Denver Fire shall have the right to replace such Apparatus at the Fire Station Facilities so long as the Denver Service Level is maintained as provided in paragraph 3 above.
10. **FIRE STATION FACILITIES:**

10.1 **Lease:** Englewood shall lease to Denver during the Term of this Agreement the two existing fire stations located at 4830 South Acoma Street and 555 West Jefferson Avenue (jointly, the "Lease"). The Lease shall be applicable to the entirety of the facilities as such are depicted on Exhibit D attached hereto and incorporated herein (the "Leased Premises") and include driveways and dedicated parking lots on the site of the Leased Premises.

10.2 **Consideration:** This Lease shall be at no cost to Denver and is part of the consideration, in addition to the payments by Englewood specified in paragraph 11 below, for Denver's provision of Fire Services under this Agreement.

10.3 **Uses:** The uses of the Leased Premises by Denver shall be as fire stations and administrative offices for Denver Fire and for such other purposes appropriate for the performance of Fire Services under this Agreement.

10.4 **Utilities:** Englewood shall furnish or cause to be furnished water, sewer, electricity and gas (the "Utilities") sufficient to meet Denver's needs at the Leased Premises. Utilities for the Leased Premises will be billed to and paid by Englewood.

10.5 **Repairs and Maintenance; Cleaning and Tenant Finish:** Englewood shall be responsible for assuring that the Leased Premises are structurally sound and fully functional for the purposes and the performance of this Agreement, including the safe and comfortable use of the Leased Premises by Denver firefighters. Englewood shall make, when needed and as reasonably requested by Denver, and pay for 100% of all replacements, repairs, maintenance and other services for the structural, mechanical, plumbing, electrical and utility systems for the Leased Premises, as well as parking areas and sidewalks on the Leased Premises. Denver shall arrange and pay for cleaning and custodial services on the Leased Premises and any future internal tenant finish changes at the Leased Premises which Denver determines are needed for the operation and use of the Leased Premises by Denver Fire and which Englewood approves (which approval will not be unreasonably withheld).

10.6 **Lawn Care & Snow Removal:** Englewood shall provide Denver Fire with the equipment and tools so that Denver Fire can mow and trim the lawns in the immediate vicinity of the Leased Premises and can remove snow from the driveways and sidewalks serving the Leased Premises (but not the parking lots which Englewood will plow when needed).

10.7 **Access & Security:** Englewood and its authorized agents, employees, and
contractors may enter the Leased Premises at reasonable hours and following reasonable notice to inspect the Leased Premises and to provide such structural, mechanical, plumbing, electrical and utility systems services for the Leased Premises as specified in sub-paragraph 10.5; however, all work will be done as promptly as reasonably possible and so as to cause as little interference to Denver as reasonably possible. Notwithstanding the above, Englewood may enter the Leased Premises at any time in response to an emergency at the Leased Premises. Englewood is entitled to keys or pass cards with which to unlock all of the doors in the Leased Premises (excluding Denver’s vaults, safes, and similar secured areas). During the time of entry by Englewood on the Leased Premises, Englewood shall be responsible for providing for the security of the Leased Premises and the personal property of Denver and its firefighters against unlawful entry by third parties and against unlawful activities by third parties on the Leased Premises.

10.8 Quiet Enjoyment. So long as the Lease remains in effect, Denver’s possession and use of the Leased Premises will not be disturbed by Englewood or anyone claiming on behalf of or through Englewood except as expressly provided in this Lease.

10.9 Expiration or Termination: This Lease shall remain in effect only as long as the Agreement is in effect. Upon expiration or termination of the Agreement, as provided in this Agreement, Denver shall remove all equipment, rolling stock, and other personal property it owns within fifteen (15) days of said expiration or termination and shall vacate the Leased Premises.

10.10 Minor Modifications: Englewood, by and through its City Manager, and Denver, by and through its Fire Chief, may agree upon minor modifications to this Lease, and to reduce said modifications to signed writings, provided said modifications (i) are acceptable in form to each Party’s city attorney, (ii) do not lengthen the Term, and (iii) impose no additional financial obligation or other liability upon either Party.

11. **PAYMENTS BY ENGLEWOOD**: During the Term of this Agreement, Englewood shall annually appropriate and make available funds sufficient to make payments to Denver as prescribed in this paragraph 11 and shall pay Denver each month, by the 10th day of the month, the monthly amounts based on their corresponding year, as specified in [Exhibit E] attached hereto and incorporated herein. The total amount to be paid each year of the Term of this Agreement shall increase by two percent (2%) for 2016 and annually thereafter by three percent (3%). If payment is not received by the tenth day of the month, interest shall accrue on
the unpaid portion at a rate of 12% per annum.

12. **JOINT ADVISORY BOARD/DISPUTE RESOLUTION:** The Parties shall establish a joint advisory board for the purpose of serving as an advisor and liaison to Englewood and Denver. The joint advisory board shall consist of four members. Two of the members shall be appointed by Englewood and two of the members shall be appointed by Denver. The joint advisory board shall create an environment that encourages cooperation between Englewood and Denver in providing fire services and shall provide input and recommendations on policies and procedures to Englewood and Denver. In addition, the members shall act as a liaison to their respective city administrations and governing bodies. The joint advisory board shall meet on such occasions as the Englewood City Manager and the Denver Fire Chief mutually agree. Neither Englewood nor Denver may initiate litigation regarding any dispute arising under this Agreement without first attempting to resolve the dispute by referring it to the joint advisory board.

13. **MUTUAL AID AGREEMENTS:** Denver and Englewood are both parties, along with a variety of municipalities and fire districts in and near the Denver Metropolitan area, to an Intergovernmental Agreement for Mutual Aid between Fire Departments executed by Denver on October 10, 2003 (Denver Contract Control # XC-2Y092) ("Mutual Aid Agreement"). Denver will continue to act in keeping with the Mutual Aid Agreement and any future amendment to the Mutual Aid Agreement or replacement mutual aid agreement executed by Denver.

14. **OTHER:**

14.1 Public Relations: Englewood Fire has a long tradition of servicing the community through various public relations activities. Denver Fire wishes to acknowledge and will participate in such traditions as Funfest, the 4th of July, filling the boot of MDA, the holiday parade, and similar activities.

14.2 Fuel: Denver Fire may purchase fuel at the Englewood Service Center for the cost of fuel (non-taxed) plus .25 cents per gallon. If Denver Fire uses said fuel, Englewood will invoice and bill Denver Fire for the purchased fuel.

14.3 Coordination; Reports. Coordination and administration of this Agreement shall be conducted by and between the Denver Fire Chief and the Englewood City Manager. Denver Fire shall provide the Englewood City Manager with quarterly written reports addressing
performance under this Agreement and agrees to be available to meet with the Englewood City Manager upon request.

15. **GENERAL PROVISIONS** (Applicable to Agreement and Lease):

15.1 Reasonable Efforts; Good Faith: The Parties agree to work diligently together and in good faith, using reasonable efforts to resolve any unforeseen issues and disputes and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this Agreement.

15.2 Fair Dealing: In all cases where the consent or approval of one Party is required before the other may act, or where the agreement or cooperation of the Parties is separately or mutually required as a legal or practical matter, then in that event the Parties agree that each will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement as the same are set forth herein, subject to the terms and conditions hereof; provided, however, that, except as expressly provided in this Agreement, nothing in this Agreement shall be construed as imposing on either Party any greater duty or obligation to the other Party or a third party other than that which already exists as a matter of Colorado law, including but not limited to any fiduciary duty or other responsibility greater than that of reasonable parties contracting at arm’s length.

15.3 Financial Interests: Except for financial interests expressly authorized by both of the Parties in accordance with their respective city charters and laws, any financial interests created in, or used to secure financing and payment for the costs of, any work performed or improvements made under this Agreement, including but not limited to any bonds, certificates of participation, purchase agreements, and Uniform Commercial Code filings, shall expressly exclude from such debt or financial security contained in such financial instrument(s) any title, rights and interests held by the other Party in any property under this Agreement. The terms and conditions of this Agreement must be expressly recognized in any such financial instrument(s) created or entered by or on behalf of one Party, which must specifically acknowledge and affirm that any financial interests created by the financial instrument(s) are subordinate to this Agreement and may not encumber the other Party’s title, rights and interests in property.

15.4 Appropriations: Notwithstanding any provision of this Agreement to the contrary, the rights and obligations under this Agreement are contingent upon all funds necessary
for work or expenditures contemplated under this Agreement being budgeted, appropriated and otherwise made available by Denver and Englewood. Nevertheless, failure by Englewood to appropriate or otherwise make available the funds necessary to perform its financial obligations under paragraph 11 of this Agreement may be grounds for termination of the Agreement as provided in sub-paragraph 2.B of this Agreement. The Parties acknowledge that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of Denver and Englewood, except to the extent that capital improvement funds that are lawfully appropriated can be lawfully carried over to subsequent years.

15.5 Non-waiver: No Party shall be excused from complying with any provision of this Agreement by the failure of the other Party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a Party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said Party.

15.6 Independence: Each Party to this Agreement shall be an independent entity, and no Party or such Party’s agents, officers and employees shall be deemed to be an agent of the other Party.

15.7 Contracting or Subcontracting: Any work that is allowed to be contracted or subcontracted under this Agreement shall be subject, by the terms of the contract or subcontract, to every provision of this Agreement. Compliance with this provision shall be the responsibility of the Party who arranged the contract or authorized the subcontract. Except as otherwise expressly stated in this Agreement, no Party shall be liable or have a financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which the other Party contracts or has a contractual arrangement.

15.8 No Discrimination In Employment: In connection with the performance of this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Parties further agree to insert the foregoing provision in all approved contracts and subcontracts hereunder.

15.9 Conflict of Interest: Englewood agrees that no official, officer or employee of Denver shall have any personal or beneficial interest whatsoever in the services or property described herein, and Englewood further agrees not to hire or contract for services any
official, officer or employee of Denver or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

15.10 Law; Authority; Enforcement; and Claims:

A) Applicable Law: The Parties agree to comply with all Applicable Law in existence as of the Effective Date of this Agreement or as may be subsequently enacted or adopted and become applicable. The phrase “Applicable Law” shall mean all federal, state, and local laws applicable in the context of the specific matter addressed in this Agreement, including but not limited to: 1) the constitutions, laws, and rules and regulations of the United States of America and the State of Colorado; 2) the Denver City Charter, the Denver Revised Municipal Code (“DRMC”), Executive Orders, and applicable rules and regulations; 3) the Englewood City Charter, Englewood’s municipal code, and applicable rules and regulations; 4) any court order, judgment, or decree or any appellate decision applicable to this Agreement; and 5) any federal, state, or local administrative decision or order applicable to this Agreement.

B) Governing Law; Venue: This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, the applicable provisions of the Denver City Charter and Revised Municipal Code of Denver, and the applicable provisions of the Englewood City Charter and municipal code. Venue for any legal action relating to this Agreement shall lie either in the District Court in and for Denver and County of Denver or the District Court for Arapahoe County, as the Party bringing the legal action may choose.

C) Exercise of Authority: Neither Denver nor Englewood shall enact or adopt any ordinance, resolution, rule, regulation, policy or standard which would directly and substantially interfere with or diminish the obligations and rights under this Agreement or result in effectively nullifying this Agreement, in whole or part. Nothing in this paragraph shall limit the powers and authority of Denver and Englewood in adopting any ordinance, resolution, rule, regulation, policy or standard of broad and general applicability or otherwise exercising its lawful regulatory or taxing powers and authority. To the extent that it is within its legislative or executive authority under its city charter, Englewood shall waive, or compensate Denver for, any Englewood taxes, assessments, fees, charges, or costs otherwise applicable to Denver’s property, purchases, uses, or activities directly related to the performance of this Agreement.
D) Enforcement: The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages and recovery of unpaid payments, including interest, required under this Agreement (notwithstanding termination of the Agreement), as may be available according to the laws and statutes of the State of Colorado; provided, however, the Parties agree to and hereby release any claims for incidental, indirect, special, consequential, or punitive damages; provided, further, no provision of this Agreement nor the laws of one Party may be enforced by the creation or recording of any type of lien against real property owned by the other Party, nor may any foreclosure process be utilized to recover any moneys owed by one Party to the other Party. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to these terms and conditions contained in this Agreement, and that any failure to comply which results in any recoverable damages shall not cause, by itself, the termination of any rights or obligations under this Agreement.

E) Claims: In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this Agreement, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Party. The Parties shall cooperate in defending against the claim, demand, suit or action to the extent such common defense is consistent with each Party’s rights and obligations under, and the terms and conditions of, this Agreement.

15.11 Liability:

1) To the extent authorized by law and except as otherwise provided in this Agreement, Englewood shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any action or omission of Englewood or its officers, employees, and agents in connection with the subject matter of this Agreement.

2) To the extent authorized by law and except as otherwise provided in this Agreement, Denver shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees, incurred as a result of any act or omission by Denver, or its officers, employees, and agents in connection with the subject matter of this Agreement.
3) Each Party waives all claims and causes of action against the other Party for compensation, damages, personal injury or death which may result or occur as a consequence, direct or indirect, of the performance of this Agreement. Englewood and Denver are each responsible for their own negligence and that of their agents, officials and employees to the extent provided in the Governmental Immunity Act, C.R.S. §24-10-101, et seq.

4) Nothing in this paragraph 15.11 or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Parties may have under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., or to any other defenses, immunities, or limitations of liability available to Denver and Englewood against third parties by law.

5) No official, officer, director, agent, or employee of either Party shall be charged personally or held contractually liable to the other Party or its officials, officers, directors, agents, or employees under any term or condition of this Agreement or for any breach, default, or violation under this Agreement.

15.12 Force Majeure: Neither Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of force majeure, and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any force majeure. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting force majeure to the other Party. “Force majeure” shall mean causes beyond the reasonable control of a Party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities other than the Parties.

15.13 Further Assurances: From time to time, upon the request of a Party, the other Party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting Party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting Party, be necessary or desirable in order to effectuate, complete or perfect the rights of said Party under this Agreement, provided said requesting Party is currently in full compliance with the provisions of this Agreement and has tendered or offered to tender any reciprocal instruments, certificates and documents to which the other Party is entitled under the Agreement.
15.14 Examination of Records/Audit: During the term of this Agreement and for a period of at least three (3) years after the expiration or termination of this Agreement, any duly authorized representative of either Party, including the Denver Auditor or designee, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the other Party involving any matter related to this Agreement. Any Party shall be entitled to review and audit the performance of this Agreement at that Party’s sole expense.

15.15 Notice: All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered personally or by overnight courier with written confirmation or sent by certified mail, return receipt requested, to the following:

To Englewood: City of Englewood
1000 Englewood Parkway
Englewood, Colorado 80110
Attention: City Manager

Copy to: City Attorney
City of Englewood
1000 Englewood Parkway
Englewood, Colorado 80110

To Denver: Mayor
City and County of Denver
1437 Bannock Street, Room 350
Denver, Colorado 80202

Copies to: Chief
Denver Fire Department
City and County of Denver
745 West Colfax Avenue
Denver, Colorado 80204

City Attorney
City and County of Denver
1437 Bannock Street, Room 353
Denver, Colorado 80202

The persons or addresses set forth above may be changed at any time by written notice in the manner provided herein.
15.16 No Third Party Beneficiaries: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. Any person or entity other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15.17 Entire Agreement: This Agreement, including the exhibits which are hereby incorporated into this Agreement by reference, constitutes the entire agreement of the Parties. The Parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

15.18 Amendment: Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as this Agreement.

15.19 No Assignment: No Party shall assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this Agreement, without the prior written consent of the other Party.

15.20 Severability: If any term or provision of this Agreement is held by a court of law (following all legal rights of appeal or the expiration of time therefore) to be illegal or unenforceable or in conflict with any law of the State of Colorado or the United States or either Party’s city charter or law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid; provided, however, if the invalidated term or provision was a critical or material consideration of either Party in entering this Agreement, the Parties shall work together, in good faith, to come up with an amendment to this Agreement that substantially satisfies the previously intended consideration while being in compliance with Applicable Law and the judgment of the court. This Agreement may be terminated, upon written notice of the adversely affected Party, if the Parties are unable to agree to an amendment to this Agreement that substantially resolves the judicially invalidated critical or material consideration.
15.21 Headings for Convenience: Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

15.22 Authority: Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The person(s) executing this Agreement on behalf of each Party warrants that he/she/they have full authorization to execute this Agreement. A Party shall have the right, in its discretion, to either temporarily suspend or permanently terminate the Agreement if there is any valid dispute as to the legal authority of the other Party or the person signing this Agreement on behalf of the other Party to enter into this Agreement.

15.23 Execution of Agreement: This Agreement shall not become effective or binding until it has been approved by the governing bodies of each Party and fully executed by all required signatories of each Party.

15.24 Electronic Signatures and Electronic Records: Englewood consents to the use of electronic signatures by Denver. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
## Response Matrix

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<th>Tower</th>
<th>Heavy Truck</th>
<th>Chief</th>
<th>Rescue</th>
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<th>RIT</th>
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</table>

Confined Space Team: Tower 1, Collapse Trailer, Rescue, and HAMER

High Angle Team: Rescue and Tower 1

HAZMAT Team: Rescue, HAMER, Engine 6, and DECON Team (Engine and Truck 26 and/or Engine and Truck 16)
FIRE RESPONSE - ENGLEWOOD TRAVEL TIME ANALYSIS

Analysis Notes: This analysis was completed with up-to-date Denver street data. The regional streets used have not been updated in three years and the mileage totals below may be inaccurate if streets have been added in the 4, 6, or 8 minute travel time zones in that time period. The analysis was also completed with several assumptions which could have major impacts on the actual distance traveled in 4, 6, or 8 minutes.

Assumptions are as follows:
Fire Department Engines do not stop at stoplights or stop signs.
Engines drive at the posted speed limit.
Engines will not encounter traffic.
Roads are not subject to closure.

This analysis is meant to be a rough order of magnitude of possible travel time mileage and should be considered a "best case scenario" in terms of the mileage covered.

Denver Fire & Englewood
Acoma & Jefferson Fire Stations

<table>
<thead>
<tr>
<th>Response in Minutes</th>
<th>Miles Covered in response time zone</th>
<th>% of Englewood Roads Covered</th>
<th>Cumulative % of Englewood Roads Covered</th>
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<tr>
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<td>116.06</td>
<td>87.92</td>
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<td>6 - 8</td>
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<td>0.00</td>
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<td>Total Miles Covered</td>
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<tr>
<td>Total Englewood Road Miles</td>
<td>132.00</td>
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</table>

100% of Englewood roads covered by Denver Fire in 6 Min.

Englewood Only (All Stations)

<table>
<thead>
<tr>
<th>Response in Minutes</th>
<th>Miles Covered in response time zone</th>
<th>% of Englewood Roads Covered</th>
<th>Cumulative % of Englewood Roads Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 4</td>
<td>110.06</td>
<td>83.38</td>
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<td>4 - 6</td>
<td>15.97</td>
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<td>6 - 8</td>
<td>5.97</td>
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<td>Total Miles Covered</td>
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</tr>
<tr>
<td>Total Englewood Road Miles</td>
<td>132.00</td>
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<td></td>
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</tbody>
</table>

100% of Englewood roads covered by all Englewood Fire Stations in 8 Min.
EXHIBIT B
FIRE PREVENTION

Consultation at Emergency Incidents

When there is a risk of structure collapse, upon request of the Incident Commander, a Denver Fire Department Fire Protection Engineer(s) will respond to the scene to evaluate safety for responding firefighters.

Referenced Standards

The Denver Fire Code and the standards referenced therein will be the compliance standards referenced for review of proposed construction plans and inspection of properties in the City of Englewood.

Plan Review

- **Pre-construction Conferences.** Upon request by the City of Englewood Fire Marshal, Denver Fire Department Fire Prevention Fire Protection Engineering and Uniformed Personnel (collectively hereinafter referred to as “Denver Fire personnel”) will be notified by Englewood and shall participate in pre-construction conferences along with the appropriate officials, to answer questions relating to fire protection features in the planned building or fire code requirements, or to discuss comments provided during the plan review process. All comments by Denver Fire Department’s engineering section will be directed in writing to the appropriate Englewood official(s).

- **Site Plan Review.** Upon request by the City of Englewood Fire Marshal, Denver Fire personnel will be notified and afforded the opportunity to participate in project site plan reviews along with the appropriate Englewood official(s).

- **Preliminary Plan Review.** Upon request by the City of Englewood Fire Marshal, Denver Fire personnel will be notified by Englewood and afforded the opportunity to participate in review of project preliminary plans along with the appropriate Englewood official(s). This information will be shared with the fire companies that are expected to respond in the event of an emergency.

- **Final Building Plans and Specifications.** Upon request by the City of Englewood Fire Marshal, Denver Fire personnel will be notified and shall be afforded the opportunity to participate in review of project final building plans and specifications along with the appropriate Englewood official(s).

Upon request by the City of Englewood Fire Marshal, Denver Fire personnel, upon determination that the plans comply with the applicable fire code requirements, shall notify the appropriate Englewood official in writing that there is no objection to issuance of a building permit. Englewood shall provide building construction addresses, timelines and other pertinent information to the fire companies responsible for suppression and/or fire
inspection of the building. Upon request by the City of Englewood Fire Marshal, Denver Fire personnel shall participate in rough-in inspections during construction.

- **Certificates of Occupancy.** Upon request by the City of Englewood Fire Marshal, Denver Fire Prevention will be notified by Englewood (or the contractor) and shall participate in the final inspection process, and the final sign-off on the building before the certificate of occupancy is issued. This certificate indicates that all of the requirements under the applicable codes have been met and that the building is safe and habitable. Upon request by the City of Englewood Fire Marshal, Denver Fire personnel will assist the appropriate Englewood official(s) in testing all life safety systems prior to approving the certificate of occupancy. All comments will be directed in writing to the appropriate Englewood official(s).

- **Consultation.** Upon request by the City of Englewood Fire Marshal, Denver Fire Prevention personnel shall offer consulting services to the Englewood community, including design professionals, contractors and trades craftsmen, property owners, managers, occupants and members of the general public. The consulting services will include: explanation of the Fire Code and fire-related sections of the Building Code, application of specific standards, and information about the most effective ways to deal with fire and emergency hazard situations. All comments will be directed in writing to the appropriate Englewood official(s).

**Business License Inspections**

Upon request by the City of Englewood Fire Marshal, prior to approval of any initial general or specialized business license by Englewood, an inspection will be conducted by Fire Prevention personnel to determine compliance with the Denver Fire Code. The findings will be forwarded to the appropriate Englewood official(s) for review. Upon request by the City of Englewood Fire Marshal, Denver Fire Prevention personnel shall also, where required, provide inspections for the renewal of general and specialized business licenses.

**Fire Safety Inspections and Basic Fire Inspections**

- **Commercial Fire Safety Inspections and Basic Fire Inspections.** All commercial properties in the City of Englewood, including residential properties of more than two units, will receive an annual inspection. City of Englewood Fire Prevention will conduct all basic fire inspections. Denver Fire Department Operations Division personnel will conduct an annual property familiarization inspection of all commercial properties. When Denver Fire Department Operations Division personnel have found a situation posing an imminent hazard, Denver Fire will take immediate action to mitigate the situation and afterwards notify in the appropriate Englewood official(s) about it.

- Upon request by the City of Englewood Fire Marshal, Denver Fire Prevention will conduct a technical inspection. All comments will be submitted in writing to the appropriate Englewood official(s). Denver Fire personnel will advise the appropriate Englewood official(s) of any violation(s) discovered during the course of the property familiarization inspection. Englewood shall be solely responsible for any enforcement action concerning the
violations; however, Denver Fire Department personnel will be notified of follow-up inspections and afforded the opportunity to accompany Englewood officials in conducting those follow-up inspections.

Denver Fire Department personnel will not participate in fire safety inspections or basic fire inspections of residential properties of two units or fewer unless requested by the resident and authorized by Englewood officials, the building’s ownership or building management.

- **Special or Technical Inspections.** Upon request by the City of Englewood Fire Marshal, Denver Fire Prevention personnel will conduct fire safety inspections requiring specialized or technical expertise. Fire Prevention personnel will also be available, upon request, to assist Englewood property owners or managers in the development of emergency procedures and emergency evacuation plans.

- **Nightclubs and Other Assembly Occupancies.** Denver Fire Prevention personnel will respond to complaints or reports of overcrowding or other fire-related concerns. If, during a response to a nightclub, Fire Prevention concerns such as overcrowding, blocked exits, etc., are identified, then Denver Fire personnel will contact Englewood Police to enforce the code unless requested by Englewood city officials to initiate code enforcement.

- **Files.** Denver Fire Department Fire Prevention will maintain well-organized, complete and accurate records and files on all actions taken (plan review, consultation, inspections, permits). This information is needed to provide performance measures in accomplishing fire prevention goals and to provide management information for budgetary and administrative purposes. All information records and files will be shared between the Denver Fire Department and City of Englewood officials.

- **Construction and Fire Safety Inspection and Permit Fees.** Fees for fire safety inspections and fire safety permits will not be levied unless authorized by Englewood city officials.

**Licensing**

Current Denver Fire Department licenses shall be required for the design, installation, modification, inspection, and testing of all life safety systems and equipment. All fitters/technicians/private inspectors shall be licensed to design, add to, modify, and perform all types of inspections, testing, maintenance, and repair of factory-engineered equipment.

**Method for Appealing Disagreements**

A method must be established to appeal any disagreements between Denver Fire and Englewood Building and Fire officials. Concerning the fire prevention matters addressed herein, an Englewood official such as the City Manager will be the final decision maker. But in cases of disagreement, the interpretation which tends to advance the safety of the public and firefighters shall prevail.
To: Mark Ertle, Fire Chief
From: Richard Petau, Deputy Fire Chief
Date: March 20, 2015
Subject: Station inventories

The following is a list of the items that are moveable in and out of the Acoma and Jefferson stations.

**Jefferson**
- (1) 4'x9' dining table
- (8) dining chairs
- (7) recliners
- (1) side by side stainless steel refrigerator
- (1) electric range W/oven
- (1) stainless steel dishwasher
- (1) full set of pots and pans
- (1) full set of kitchen utensils
- (1) full set of silverware
- (1) microwave oven
- (1) 54" flat screen television (purchased by Local 1736)
- (1) natural gas grill
- (1) large rolling tool chest with tools
- Office furniture in B/C's office
- Cubicle style office furniture in Lt's office
- (27) mattresses all in murphy beds, purchased April of 2014

**Acoma**
- (1)4'X7' dining table
- (6) heavy wooden dining chairs
- (5) recliners
- (1) side by side refrigerator
- (1) gas range W/oven
- (1) stainless steel dishwasher
(1) full set of pots and pans
(1) full set of kitchen utensils
(1) full set of silverware
(1) microwave oven
(1) 42” flat screen television (purchased by COE)
(1) natural gas grill
Office furniture
(15) mattresses all in murphy beds, purchased in April of 2014

Tejon

(4) recliners
(1) over/under refrigerator
(1) dishwasher
(1) full set of pots and pans
(1) full set of kitchen utensils
(1) full set of silverware
(1) microwave oven
(1) 42” flat screen television (purchased by COE)
(1) LP gas grill
Misc Fire Department Inventory

Tejon Station

6 bottle cascade system. Hydrostatically tested in 2014
Auto RAE calibration unit for gas detectors. (Grant)

Acoma Station

(24) Nex-Gen7 4.5 SCBA packs. (UASI Grant) DFD does not use these
(72) ½ hour carbon fiber wrapped cylinders. (UASI Grant) DFD does not use these
(8) 1 hour carbon fiber wrapped cylinders. (UASI Grant) DFD does not use these
(60) Various size AV-3000 masks, $260 per mask, total, $15,600 (new price) DFD does use these
(55) CBRN MMR's, $1,100 per unit, total, $60,500 (new price) DFD does use these
(1) Porta-Count fit tester for SCBA
(1) Posi-Check MMR calibration equipment for SCBA
Spare SCBA parts inventory. Approx. value $2,500

Jefferson Station

John Deere lawn tractor used for plowing snow

Misc

100 sets of bunker gear. Price: $1,800 per set. Total, $180,000 (new price)
60 helmets. Price: $250 per. Total, $15,000 (new price)
Misc gloves, hoods, est. $10,000
80 gallons of MicroBlaze foam. $20.00 per gallon. Total, $1,600
50 gallons of A/B foam. $10.00 per gallon. Total, $5,000

The Servicenter has approx. $11,000 of propriety parts for our equipment in their inventory.
The Physical Inventory movement displayed is movement since the beginning of your fiscal year as set in System settings. The Extended Cost includes quantity times true cost only. The report displays only stocked parts.

**PARTS INVENTORY - DETAIL REPORT**

Date: 03/05/2015 09:27

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Cab:
4 x Engine Keys
Elevator keys ERG
Run Books
Backboard

Cabinet:
  Carry All
  C-Spine Material
  1/2" Static Line in 2:1 Configuration - 200ft.
  Non-Latex Gloves

Engineer's 1:
  Spare Engine Key
  1 x AP 50
  Halligan
  Flat Head Axe (8lb) Spare
  Mask/MMR

Engineer's 2:
  Breaker Box
  Foam Aspirating Nozzle 2
  ½" Fog Nozzle
  2 ½" Solid Bore Handline Nozzle
  2 ½" Stacked Tips for Deck Gun (1 3/8", 1 ¼", 1 ¾", 2")
  Gated Wye
  2 ½" Siamese
  2 x Storz Adapters (Female on 2 ½" Side)
  2 ½" to 1" Adapter
  Trash Line with Garden Nozzle
  2 x Hay Hooks
  2 ½” Double Male x 3 / Double Female Adapters x 3
  1 ¾” Double Male x 2 / Double Female Adapters x 2
  Flat Spanner Wrenches x 2
  Dead Blow Shot Mallet (3lb)
  18” Pipe Wrench
  Hydrant Wrench
  7-Way Spanners x 3
  Spare 2 ½” Gasket

Engineer's 3:
  2 x Broom Heads
  2 x Extendable Broom Handles
  Flat Head Shovel
  Spade Head Shovel
  31” Bolt Cutters
Cheap Ratchet Set
Piercing Nozzles
Hose Roller

**Engineer's 4:**
Empty

**Rear Roll Up:**
- Sampson Clamp
- Cones
- Cooper Hose Jacket
- 5" Pony Section
- 2 ½" to 5" Storz Siamese
- Monitor Base
- Hydrant Bag
  - Storz Adapter, Wrench, Littleton Wrench, 2 Spanners, 2 ½" Cap, 2 ½"
    Dbl. Fem, 2 ½" Dbl. Male, Denver Thread Adapter.
- Cones
- 10 B/C CO2 Extinguisher

**Officer's 4:**
- 20-A / 120-B/C Dry Chem Extinguisher
- 2-A APW (Water Can)
- Fan Fuel
- 6.5 hp Honda PPV Fan
- 9ft. Exhaust Hose

**Officer's 3:**
- Large Canvas Tarp
- Carry All
- Small Vinyl Salvage Cover
- Reflective Tarp
- Black Haz-Mat Bag
- 50ft Bundle Electrical Cord
- 2x Portable Halogen Lights (500W)

**Officer's 2:**
- Pick Head Axe
- Halligan
- Flat Head Axe (8lb.)
- Pry-Axe
- A-Tool
- K-tool and through the lock set

**Officer's 1:**
Empty

**Misc:**
- 4 x Spanners on Outside Rear
- 4 x Spanners on Outside Officer's Side
- 2 x 7-Way Spanners + Hydrant Wrench on Officer's Side Panel

**Hose Loads:**
- Bumper Line = 100ft. x 1 ¾" Single Jacket /Fog Nozzle (Foam Capable)
Cross Lays = 200ft. x 1 3/4” Double Jacket / Fog Nozzle (Front Only = Foam Capable)
  Supply = 1000’ x 5” / 800’ x 2 1/2” (reverse lay)
  Bomberlines = 2x 200”, 2 1/2” + Smooth Bore Nozzle and Fog

Dunnage:
  8.5 kW Hydraulic Generator
  500gal Water
  40gal Foam Concentrate
  5gal Bucket Kitty Litter
  5gal Bucket Dirt
  Removable Deck Gun / Monitor (Fog Nozzle)
  2 x 6ft Drywall Hooks
  14ft Roof Ladder
  24ft Extension Ladder
  10ft Attic Ladder
  10ft Pike Pole
  1 x Telescoping 1500W Halogen Light per Side
  2 x 500W Halogen Lights per Side
Cab:
4 x Engine Keys
ERG
Run Books
Backboard

Cabinet:
- Carry All
- C-Spine Material
- ½" Static Line in 2:1 Configuration - 200 ft.
- Non-Latex Gloves

Engineer's 1:
- Spare Engine Key 1
- x AP 50
- Halligan
- Flat Head Axe (8lb)

Engineer's 2:
- Breaker Box
- Foam Aspirating Nozzle
- 2 ½" Fog Nozzle
- 2 ½" Solid Bore Handline Nozzle
- 2 ½" Stacked Tips for Deck Gun (1 3/8", 1 ½", 1 ¾", 2"
- Gated Wye
- 2 ½" Siamese
- 2 x Storz Adapters (Female on 2 ½" Side)
- 2 ½” to 1” Adapter
- Trash Line with Garden Nozzle
- 2 x Hay Hooks
- 2 ½” Double Male x 3 / Double Female Adapters x 3
- 1 3/4” Double Male x 2 / Double Female Adapters x 2
- Flat Spanner Wrenches x 2
- Dead Blow Shot Mallet (3lb)
- 18” Pipe Wrench
- Hydrant Wrench
- 7-Way Spanners x 3
- Spare 2 ¾” Gasket

Engineer's 3:
- 2 x Broom Heads
- 2 x Extendable Broom Handles
- Flat Head Shovel
- Spade Head Shovel
- 31” Bolt Cutters
- Cheap Ratchet Set
- Hose Roller
Engineer's 4:
Fan Fuel
6.5 hp Honda PPV Fan

Rear Roll Up:
Sampson Clamp
Cones
5" Pony Section
2 ½" to 5" Storz Siamese
Monitor Base
Hydrant Bag
-Storz Adapter, Wrench, Littleton Wrench, 2 Spanners, 2 ½" Cap, 2 ¼"
Dbl. Fem, 2 ½" Dbl. Male, Denver Thread Adapter.

10 B/C CO2 Extinguisher

Officer's 4:
20-A / 120-B/C Dry Chem Extinguisher
2-A APW (Water Can)
2x 50' 2 ½

Officer's 3:
Large Canvas Tarp
Carry All
Small Vinyl Salvage Cover
Black Haz-Mat Bag
50ft Bundle Electrical Cord
2x Portable Halogen Lights (500W)

Officer's 2:
Pick Head Axe
Halligan
Flat Head Axe (Sib.)
Pry-Axe
A-Tool
K-tool and through the lock set

Officer's 1:
Empty

Misc:
4 x Spanners on Outside Rear
4 x Spanners on Outside Officer's Side
2 x 7-Way Spanners + Hydrant Wrench on Officer's Side Panel

Hose Loads:
Bumper Line = 100ft. x 1 ¾" Single Jacket / Fog Nozzle (Foam Capable)
Cross Lays = 200ft. x 1 ¾" Double Jacket / Fog Nozzle (Front Only = Foam Capable)
Supply = 1000' x 5" / 800' x 2 ½" (reverse lay)
Bomberlines= 2x 200", 2 ½" + Smooth Bore Nozzle and Fog

Dunnage:
8.5 kW Hydraulic Generator
500gal Water
40gal Foam Concentrate
5gal Bucket Kitty Litter
5gal Bucket Dirt
Removable Deck Gun & Monitor (Fog Nozzle)
2 x 6ft Drywall Hooks
14ft Roof Ladder
24ft Extension Ladder
10ft Attic Ladder
10ft Pike Pole
1 x Telescoping 1500W Halogen Light per Side
2 x 500W Halogen Lights per Side
Utility Truck 6494

Passenger Side Front Tall:
- 12 Scott Low Pressure 30min. Air bottles

Passenger Side Mid Tall 1:
- 3 Scott Low Pressure 60min. Air Bottles
- 12 Volt Power Supply/Jump start Kit
- 2 Sets of tires chains
- 1 small blue tarp

Passenger Side Mid Tall 2:
- 3 spade shovels
- 1 tool box w/ misc. hand tools
- 1 junction box

Passenger Side Wheel Well Double Door:
- 1 pick head ax
- 2 flat shovels
- 1 grain shovel
- 1 rake
- 4 sets of coveralls
- Kalina Case with Nikon camera w/ flash

Passenger Side Back Tall:
- 1 small scene light Arson Kit containing:
  o Large can
  o Small can
  o Quart Jar
  o Pint Jar
  o Small Jar
  o Tire gauge
  o Alcohol
  o Paper Towels
  o Disposable gloves
  o Tools
  o Putty knife
  o Vapor Seal Bags
  o Ruler/Tape
  o Camera
  o Film
  o Syringes
  o Property sheets
  o Labels
- Evidence Tape
- Bottle w/ rubber stopper
- Fire Scene tape

Bed of Truck:
- Wheelbarrow
- K2:100/120/15A/single McGraw-Edison Power Unit
- MDG Fogsmoke Gen.

Driver Side Front Tall:
- 2 Rescue Bags EACH Containing:
  - Class 3 Harness
  - Set knee pads
  - Helmet with Light
  - Roll duct tape
  - Radio harness
  - Gloves
  - 150' hardline
  - 200' of rope
- Equipment Bag 1:
  - 4 coveralls
  - 2 sets knee pads
  - 2 sets elbow pads
  - 4 radio harnesses
  - 2 flashlights
  - 2 hard hats
  - 2 sets leather gloves
- Equipment Bag 2:
  - Four 50' hardline
- Equipment Bag 3:
  - Two 50' Hardline
  - Two 100' Hardline

Driver Side Mid Tall 1:
- One High Pressure Kart with 2 bottles and necessary hardware.
- Application manuals and protocol books

Driver Side Mid Tall 2:
- 3 pigtails
- 2 tri-pod scene lights

Driver Side Back Tall:
- Foam inductor
- 100' Cord
Engine Compartments

DOE outside cab Front compartment
- X1 radio lapel
- X2 spare mask
- X2 spare MMR

DOE outside cab Rear Compartment
- Rags
- X1 silicone lubricant
- Spare headset
- #1121"plate
- Scene light controller

DOE side Front compartment:
- x1 SCBA
- x1 personal rope bag (80'8mm static mantel rope, daley chain 1" webbing and aluminum carabineer rated at 23kn)
- X1 Foam Jet-LX-tip (Foam aspirator, Foam Jet-low Expansion-Mid Force Handline) FJ-LX-HM
- x1 1/8" Smooth bore nozzle w/1/2"breakaway (1" 1/8: 266gpm @ 50psi)
- x1 2 1/2" (ball valve) 2 1/2 to double 1 3/4"
- X2 ) Task Force tip Hand line adjustable pattern automatic fog nozzle (95300gpm @ 100psi)
- x2 S gate valve
- x2 mattress hooks (hay hooks)
- x1 Siamese (double 2 Y to single 2 Y)
- x1 smooth bore nozzle w/ 1,11/16,1 1/2" orifices (210gpm, 266gpm, 328gpm @ 50psi)
- X1 garden hose (100', for decontamination operations)
- X1 duel 2 Y to storz (monitor base/Siamese)
- X1 storz to 2 Y reduce/expand
- X1 hydrant wrench
- X1 mallet (dead blow)
- Smooth bore master orifices: 13; si 14; 1 1/4; 1 1/2" + stream straightener (502gpm, 598gpm, 814gpm, 1063gpm @ 80psi)
- x2 LDH spanners
- x2 set of irons X1 Halligan, X1 6ib. fiberglass handled flat head axe
- Bressman distributor nozzle (AKA Ce-Har nozzle 9 holes, 48Ggpm @ 100psi, 180 broken stream radius, 9 orifices measurements: 3 @ 13/16" and 6 @ 1/2")
- ADAPTERS: 1Ycap, x1 1" NH to NP (national hose to national pipe), x2 1 1/4" NP to NH, x1 1 1/2" duel male NH, x2 1 1/2" duel female NH, x2 NH to NP, x2 2 1/2" smooth bore adaptor, x2 2 1/2" duel male NH, x2 2 1/2" duel female.

Underside:
- X2 tire chalks (bear traps)

DOE side middle compartment:
- X1 5 gallon bucket w/absorbent
- X1 3 gallon bucket w/loco melt
- X1 Rehab cooler with water
- X1 box repair putty sticks
- X1 5 gallon bucket (empty/foam flush)
- X1 coffee can plug and dyke
- X1 7' foam fill/flush hose
- X2 role's garbage bags

Stihl MS 461 chain saw w/bullet chain
Bar oil
DOE side middle drawer:
- XI reel 'Danger tape
- X2 reel 'Fire line' tape
- X2 duct tape
- XI roll of chem tape
- XI 81b fiberglass handled pick axe
- XI 18" steel pipe wrench
- XI 15" steel crescent wrench
- X4 hose straps
- XI K-tool unlock kit,
- XI Hazmat & terrorism emergency response book

Front Rear wheel compartment:
- XI True Fuel
- XI packet of wipes
- XI funnel
- XI scoops

Back Rear wheel compartment:
- Diesel fuel fill
- Floor dry fill and dispense underneath apparatus behind rear left tire

DOE side rear compartment:
- XI PPV Fan (SuperVac Model 718g4.h, 7 bladed 3' airfoil propeller, 4 cycle 6.5 horsepower engine, rated at 5,590 cfm, 3535rpm, approx: 621bs, 94 decibels at 7 meters, 110-minute runtime) 36 degree optimum operating angle @ 6'
- XI Dewalt 20V drill & Sawzall
- XI Tool Box
- XI Husky ratchet set
- XI Dewalt 120 V Sawzall
- XI can liquid wrench silicon spray
- X2 extendable brooms ( 4', 8', 5')
- XI expanding rake
- XI flathead (square) shovel
- XI spade shovel
- XI piercing nozzle ( 125gpm @ 100psi, Maximum operating pressure of 200 psi, capable of penetrating one layer cinderblock, two layers brick, 3/4" plywood or 1/16" thick steel plate)
- XI 13' little giant ladder (1' maximum working length, 300lbs capacity, NOT fire rated)
- XI pouch of spare reciprocating saw blades
- XI 25' tape measure
- XI 20 V charger Dewalt

Rear End compartment:
- XI 9' traffic cones
- XI monitor base with tie off strap and Safe-Tak valve) (do not use at less than 35 degrees)
- Edge protection (Edge Pro)
- XI 25' 5" (LOH) Hose
- XI 10' stick 2 Y/lightweight hose
- XI Sampson hose clamp (can be used with 11/4", 13/4", 2", 2 1/4", and 3" double jacketed woven hose, 20' from apparatus and 5' from coupling, always stand upside of stream while damping)

2 | E 21
**Hydrant bag:**
- XI 9"/storz adaptor
- XI 5" Denver thread adaptor
- XI 2 Y to double 1 1/2" gated wye
- XI X" NH to NP adapter
- XI 1 1/2" NP to NH adapter
- Hydrant wrench
- Littleton Hydrant wrench
- X 2 7 way spanners (couple hose, uncouple hose, nail puller, gas shutoff, door 1, wedge, pry tool, striking tool)
- X 2 Large spanners
- XI 2 S" Clip
- XI 2 W" double female adaptor (NH)
- XI 2 W" double male adaptor (NH)

**Officer side rear compartment:**
- XI 35 lbs ABC extinguisher (rated: 20-A, B, C)
- XI 2 1/2 gallon water/microblaze mix extinguisher (rated: 2A)
- XI CO2 26 lb. extinguisher (rated: 10-B, C, with 4" hose orifice)
- X 2 High rise pack: 3' section of light weight 2 1/2" hose to gated wye to 100' light weight 1 1/2" hose to a Task Force Tip Mid Force automatic fog nozzle (70-200 gpm @ 100 psi w/low flow setting of 30 to 70 psi), XI NH to NP 1 1/2" adaptor, XI NP to NH 1 1/2" adaptor, X 2 7 way spanners, XI 3" pipe wrench
- X 2 50' sections of light weight 2 1/2" hose
- XI Cooper hose jacket (maximum operating pressure 50 psi, certified 'tool' by IFSTA pg 549)
- XI set of irons
- XI rubbish hook
- XI Utility rope bag (150' braided rope, NOT for life safety)
- X 2 Single person Hazmat bag
- XI 4 person Hazmat bag

**Officer side middle compartment:**
- X 2 portable floor lights (2500 watts 120v)
- X 2 carry all's (5" x 5" and 8" x 8")
- X 2 salvage tarps (12x 14)
- XI roll of Visqueen (plastic cover 12x 4" wide)
- X 3 50' electrical extension cords
- XI junction box with 4 plugins
- X 2 Pig tails (twist lock to 3 prong adapters)
- X 2 2 prong to 3 prong (grounded) adapters

**Officer side middle drawer:**
- XI Duck bill lock breaker
- XI Fire line tape
- XI A tool (with lock manipulator)
- XI Offset tool/Crash axe/pry axe
- XI Glb. pck axe
- XI Biblodge hammer
- XI 21 lb stodge hammer
- XI 36" bolt cutters (maximum cutting capacity of 7/16 hard metals and 9/16 soft metals, with replaceable cutting heads)

**Wheel compartment front and back:**
- X 8 air cylinders

**Officer front compartment:**
- XI set of irons
- XI Thermal Imaging Camera (TI-C: SCOTT Eagle Imager 150, 4.2 lbs, 4" LCD screen, three mode 'twist change': hands free, hands on, and crawl, 1100 degree dynamic range, Made of HH&R Heat & hit resistant polymer, 'twist change' battery approx. 4 hr service life)
- XI K-tool unlock kit
- XI spare mask
- XI box of cribbing
- XI SCBA
- XI 4" D-handled pike pole
- XI personal rope bag (60' 8mm static kernmantle rope with aluminum carabiner)

**Officer side rear cab compartment:**
- XI cab tilt controller

**Officer side front cab compartment:**
- RIT Bag:
  - XI 60-minute SCBA bottle (87 cubic ft of air at 4500 psi)
  - XI MMR
  - XI SCBA Mask
  - XI pair of trauma shears
  - XI utility knife
  - XI pair channel-lock pliers
  - XI paint tin snips
  - XI heavy tow/haul strap (5', 12,000 lbs)
  - XI aluminum carabiners
  - XI rope bag (150' 8mm kernmantle rope)

**I.U.I.O.I.I.**
- XI 6' D-handled, fiberglass shaft, drywall hooks (AKA Cat's paw or plaster hook)
- XI backboard
- XI Extend-A-Gun telescoping waterway to mounted deck gun w/stream straightener and variable stream automatic fog nozzle (150-250 gpm @ 100 psi, maximum operating pressure of 170 psi)
- XI hydraulic AC generator

**Ladder Back**
- XI 24' two section ladder
- XI 14' roof ladder
- XI 12' folding attic ladder
- XI 10', 8' fiberglass handled pike pole

**Hose Bed**
- 1,000' of 5" LOH
- 200' of lightweight 2 1/2" preconnected triple stack load with attached 7 way bale adjustable pattern automatic fog nozzle (50-350 gpm @ 100 psi)
- 800' of lightweight 2 W'hose.

**Preconnects**
- XI 200', 1" hose lines with TFT Mid-Force nozzles (Both lines are foam capable)

**Inside Cab**

**Rollup cabinet in FF area**

**Top Shelf**
- XI spare 02 cylinder
- XI spare c-collar
- XI AC Hotstick (3 settings: high/low sensitivity & front focused, AC Frequencies of 20 - 100 Hz, Intrinsic safe PVC housing theoretically able to withstand a 50,000 volt shock)
- XI signal lightsticks (one red, one yellow)
- XI SCBA mask bag with 3 smoke detectors and a spare 9 volt battery

**Bottom Shelf**
- TIF Combustible Gas Detector (Visual and Audible Indicators, variable sensitivity as low as 1 ppm (gallon line), 30 second warm up time, instantaneous response time, Approx. 4 hour run-time battery life, 15" probe, 16 oz weight, operating temp range 32 to 125 degrees F, 4.8v rechargeable Ni-Cad batteries)
- Qray 4 gas monitor (with battery charger)

<p>| Gas | Low Alarm | High Alarm |</p>
<table>
<thead>
<tr>
<th></th>
<th>02</th>
<th>19.5%</th>
<th>23.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>CO</td>
<td>~ppm</td>
<td>10 ppm</td>
<td>20 ppm</td>
</tr>
<tr>
<td>H2S</td>
<td>~ppm</td>
<td>10 ppm</td>
<td>20 ppm</td>
</tr>
<tr>
<td>LEL (Calibrated to Pentane)</td>
<td>10%</td>
<td>20%</td>
<td></td>
</tr>
</tbody>
</table>

- Digital Camera
- Bin of smoke detectors
- Bin of Educational Information (Pamphlets, stickers)
- Spare Glucometer

**Netted Storage Area**

**Top Shelf**
- AED with adult and Peds pads
- C-Collar Bag (four adult collars, four ped collars, Trauma shears, 2" medical tape, set of headblocks)
- Orange Med kit

**Bottom Shelf**
- 02/airway kit
  - Main Compartment
    - 02 Cylinder with regulator
    - X3 non-rebreather masks
    - X3 nasal cannulas
    - X2 nebulizers each with 2 2.5 mg doses of albuterol and 1 dose of isopro
    - X1 nebulizer with bag valve mask attachment (includes medications listed above)
    - X2 CPAP Masks
  - Front compartments
    - Rope bag with 50' Kern Mantle Static life safety rope %:" diameter

**Apparatus specifications**
- Crimson engine/Spartan Chassis
- 500gpm Waterous pump 16 large diameter discharges at 250gpm
- 500 gallon water tank
- X2 20 gallon foam tanks (XI US foam class A/B, XI Microblaze)
- Apparatus length 33'
Englewood Fire Department
Extrication Equipment Specifications

Res-Q-Jacks
- 2x Space Saver Adjustable Stand (4,000 lbs @ 72°)
  - 36.5° Collapsed
  - 90° Extended
  - 2 Cam Buckle Straps 750 lbs working load
  - Weight 49.5 lbs
- 2x Space Saver Adjustable Jacks (4,000 lbs lifting)
  - 36.5° Collapsed
  - 90° Extended
  - 12" Jack Travel
  - 2 Cam Buckle Straps 750 lbs
  - Channel, Round Point, Chain Grab End Fitting (CRG)
  - Weight 42 lbs
- 4x Chain and hook assembly with 4' of chain (Hooks Rated 3,900 lbs)
  - Large 8" J Hook
  - T Hook
  - Small J Hook
  - Chain Shortening
- Chain and hook assembly with 4' of chain (hooks rated 3,900 lbs)
  - Large 12" J Hook
  - Small J Hook
  - T Hook
  - Chain Shortening
- 4x Small Clusters (No Large "J" Hook or 4' length of chain) 3,900 lbs
- 13' Lifting Chain (7,130 lbs working load)
- 2x Picket anchor stakes 4' long and 20" long
- 2x 2" by 27' Heavy Duty Ratchet Straps 3,300 lbs with wire hooks
- 3x 2" by 27' Medium Duty Ratchet Straps 2,000 lbs w/snap hooks
- 2x 2" by 27' Heavy Duty Ratchet Straps 3,300 lbs w/wire hooks

Holmatro (522)
- 4050 NCT Cutter
  - Model 4050NCT, 10,500 psi allowable Operating Pressure, 208,000 lbs Max Cutting Force, 7 18" Opening at tips, weight: 40 lbs, temp range 4 to +176 degrees F
- 4242 UL Spreader
  - Model 4242UL, 10,500 psi Allowable Operating Pressure, 19,500 lbs Max and 8,800 lbs Min Spreading force measured at the back of tip, 1L200 lbs max and 6,225 lbs Min pulling force, 27 max spreading distance, weight: 39 lbs, temp range -4 to +176 degrees F
- DPU31 Hydraulic Pump
  - DPU31, Honda 3.5 hp 4 stroke engine, Two stage pump senses leaks and shuts down, capable of hot swap
- Holmatro "Core" Hydraulic lines
  - coaxial Rescue Equipment Hose, High pressure line (10,500 psi) Completely enca psulated in low pressure (380 psi) return line, 2x 32' hoses, max distance of 650' with reduced tool speed at 100' 4:1 safety factor

Amkus (522)
- AMK-21 Cutter
  - 10,500 psi operating pressure, 72,000 lbs max cutting force, 6" spread
- **AMK-30CX Spreader**
  - 10,500 psi operating pressure, 16,950 lbs max spreading force, 32" max spreading distance, weight: 47.5 lbs
- **AMK40RRam**
  - 10,500 psi operating pressure, 30,650 lbs extending force, 14,400 lbs pulling force, length 25.4" retracted 40" extended
- **X1 100’ Twin Line Amkus Hydraulic lines on electric rolls**

**Amkus (523)**

- Amkus power unit: 4HP Honda
  - Model P554-Amkus Model C, Mineral based hydraulic fluid, 2 gal reservoir, 114 lbs, roll cage, two stage high pressure system 10,500 PSI
- **Cambitool: C 15**
  - 15.5’ spread, 13,100 lbs spread force, 7’ opening, 57,000 lbs cutting force, 10,500 input, D-ring handled
- **Ram 30R**
  - 19.3’ retracted, 29.1’ extended, 30,650 lbs push force, 14,400 lbs pull force

**Pneumatic Tools**

- Air Chisel, Impact wrench, Pneumatic Ratchet
  - Ajax tool works 90-150 psi, 1,400 blows/min 120 psi average
- **Lampe High Pressure Air Bags (45 psi @ long airhoses)**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Size</th>
<th>Tons</th>
<th>Cub/ft air</th>
<th>Rise</th>
</tr>
</thead>
<tbody>
<tr>
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<td>24”x24”</td>
<td>39.5</td>
<td>16.6</td>
<td>7-13.5” / B”</td>
</tr>
<tr>
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<td>16”x16”</td>
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<td>4-7.2” / D”</td>
</tr>
<tr>
<td>1</td>
<td>9.5”x9.5”</td>
<td>8.7</td>
<td>.8</td>
<td>3-5.6 / F”</td>
</tr>
</tbody>
</table>

- **Lampe Low Pressure Air Bags (14 psi @ long airhoses)**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Size</th>
<th>Tons</th>
<th>Cub/ft air</th>
<th>Rise</th>
<th>Model</th>
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<td>14</td>
<td>12-20”</td>
<td>Pillow #25</td>
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<tr>
<td>1</td>
<td>33”x25”</td>
<td>8</td>
<td>26</td>
<td>25-35”</td>
<td>High Lift #50</td>
</tr>
</tbody>
</table>
Engine 22
Station 22: Tejon Station
3075 S. Tejon St.
Office: 3/762-2483
Battalion Chief: 3/762-2477

Compartments

DOE outside cab Front compartment
- XI DOE SCBA

DOE outside cab Rear Compartment
- XI Foam hose
- XI Extension cord to plug truck shore line into truck generator

DOE side First compartment:
- Pump Panel
- X2 Pre connects, 200', 1½" hose lines with TFT MidM Force nozzles (Both lines are foam capable)
- X2 7 way spanners (Couple hose, uncouple hose, nail puller, gas shutoff, door 11 edge, pry tool, striking tool)
- X2 LDH Spanners
- X1 set of irons

DOE side Second compartment:
- X1 Foam JetMLx tip (Foam aspirator, FoamJet cw Expansion Mid Force Hand line) FJLXHM
- X1 1½'8 Smooth bore nozzle w/ Y, breakaway (1½'8: 266gpm @ 30psi)
- X1 gated wye (ball valve) 2 Y, to double 1½".
- X1 2 Y' Task Force tip Hand line adjustable pattern automatic fog nozzle (95-300gpm @ 00psi)
- X12 1½" gate valve
- X2 mattress hooks (Hay hooks)
- X1 Siamese (double 2 Y to single 2 Y)
- X1 smooth bore nozzle w/ 1½', 1½'Y, 1½' orifice (2½Orpm, 266gpm, 328gpm @ 50psi)
- X1 garden hose (100', for decontamination operations)
- X1 dual 2 Y to stortz (monitor base/Siamese)
- X1 stortz to 2 Y reducer/expander
- X1 Hydrant wrench
- X1 mallet (dead-blow)
- Smooth bore master orifices: 13/8, 1½, 1½', 2½' + stream straightener (502gpm, 598gpm, 614gpm, 663gpm @ 60psi)
- X2 LOH spanners
- Bressnan distributor nozzle (AKA Cellar nozzle 9 holes, 480gpm @ 100psi, 1½' broken stream radius, 9 orifices measurements: 3 @ 13/16" and 6 @ 15/16")
- ADAPTERS: 1½' cap, X1½" NH to NP (national hose to national pipe), x1½" NM to NH, x1½" dual male NH, x2 1½" dual female NH, x2 NH to NP, x12½" smooth bore adaptor, xS 2 Y' dual male NH, xS 2 Y' dual female.
- Tool Box
- Sprinkler Kit
- Rabbit Tool (Hydra-Ram)
- 2 Scoop Shovels
- Plug & Dike
- Bucket of dry sweep w/ trash bags
- Empty 5 gallon bucket
- Air Chisel, Impact wrench, Pneumatic Ratchet (Ajax tool: Works 90/150 psi, 1,400 blows/min, 120 psi average)
- Air Tool Kit: Hose and Regulator
- Plug Kit: Wax ring, Putty

Underneath:
- X2 tire chalks ('bear traps')
**DOE side Third compartment:**
- X2 Rescue Saws (Stihl TS-400 Saw RPM at 5350 max, one with a steel blade the other with a Piranha Blade)
- X2 Chain Saws (Stihl MS 460, 3 in a row or 6 total, 2,500 rpm idle speed)
- XI Acetylene Torch
- XI Chain Saw Kit
- Spare Rescue Saw Blades (6 masonry, 5 metal cutting 5400 rpm)
- Spare Bullet Chains
- Hose Roller Edge protection (Edge Pro)

**DOE side middle drawer:**
- X2 Push Brooms/handles
- XI 36" Bolt Cutter
- XI 12" Channellock Pliers
- XI Glb. pick axe
- XI 16" Crescent (adjustable) wrench
- XI 18" Vise Grip Pliers
- XI hose strap
- XI roll duct tape
- XI Hydrant Wrench
- TFT Piercing nozzle (125gpm @ 100psi, Maximum operating pressure of 200 psi, capable of penetrating one layer cinderblock, two layers brick, 3/4" plywood or 1/8" thick steel plate)
- Battering Ram

**Front Rear wheel compartment:**
- XI gas can 1 gallon (unleaded)
- X2 can 50:1 saw Pre-mix fuel
- XI funnel
- XI scoop
- XI Cooper hose Jacket (maximum operating pressure 50psi, classified 'tool' by IFSTA pg 649)

**Back Rear wheel compartment:**
- Diesel fuel fill
- Floor dry fill and dispense underneath apparatus behind rear left tire

**DOE side rear compartment:**

<table>
<thead>
<tr>
<th>Lampe High Pressure Air Bags (45 psi &amp; long air hoses)</th>
<th>Quantity</th>
<th>Size</th>
<th>Tons</th>
<th>Cubic ft air</th>
<th>Rise</th>
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<tbody>
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<td>1</td>
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<table>
<thead>
<tr>
<th>Lampe Low Pressure Air Bags (4 psi &amp; long air hoses)</th>
<th>Quantity</th>
<th>Size</th>
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<td>1</td>
<td>33&quot;x25&quot;</td>
<td>8</td>
<td>23</td>
<td>25-35&quot;</td>
<td>High Lift #50</td>
<td></td>
</tr>
</tbody>
</table>

- XI 13' little giant ladder (11 maximum working length, 300lbs capacity, NOT fire rated)
- 2x High Rise Bags: 3' section of light weight 2 r,"hose to gated wyg to 100' light weight 1 ¾" hose to a Task Force Tip Mid Force automatic fog nozzle (70-200 gpm @ 100 psi without flow setting of 30 to 70 psi), XI NH to NP 1W adaptor, XI NP to NH 1 r," adaptor, X2 7 way spanners, XI 10" pipe wrench
- 2x 2.5' 50' lightweight hose
- Trash Hook
- Res-Q-Jacks:
  - 2x Space Saver Adjustable Stand (4,000 lbs @ 72°)
    - 36.5° Collapsed
    - 90° Extended
    - 2 Cam Buckle Straps 750 lbs working load
    - Weight 49.5 lbs
  - 2x Space Saver Adjustable Jacks (4,000 lbs lifting)
    - 36.5° Collapsed
    - 90° Extended
    - 12° + Jack Travel
    - 2 Cam Buckle Straps 750 lbs
    - Channel, Round Point, Chain Grab End Fitting (CRG)
    - Weight 42 lbs
  - 4x Chain and hook assembly with 4' of chain (Hooks Rated 3,900 lbs)
    - Large 8" J Hook
    - T Hook
    - Small Hook
    - Chain Shortening
  - k Chain and hook assembly with 4' of chain (hooks rated 3,900 lbs)
    - Large 15° J Hook
    - Small J Hook
    - T Hook
    - Chain Shortening
  - 4x Small Cluster (No Large "J" Hook or 4' length of chain) 3,900 lbs
  - k 16' Lifting Chain (7,100 lbs working load)
  - 2x Picket anchor stakes 4' long and 20' long
  - 2x 2' by 27' Heavy Duty Ratchet Straps 3,300 lbs (with 3/8' Chain)
  - 3x 2' by 27' Medium Duty Ratchet Straps 2,000 lbs w/ snap hooks
  - 2x 2' by 27' Heavy Duty Ratchet Straps 3,300 lbs w/ wire hooks

**Rear End compartment:**
- XS 19" traffic cones
- XI monitor base with tie off strap and Safe-Tak valve (do not use at less than 35 degrees)
- XI Sampson hose clamp (can be used Y11th 1Y1", 1½", 2"-1500 psi flowing and 200 psi static, 2 Y1", and 3" 100-500 psi flowing and 125 psi static, double jacketed woven hose do not use on plastic or rubber coated hose, Stand upstream when clamping 20' from apparatus and 5' from coupling, always stand up stream when clamping)
- XI 351 lbs ABC extinguisher (rated: 20-A, 10-B, & C, Ammonium phosphate base, pressurized with nitrogen to 85 psi, tested to 583 psi, hose tested to 600 psi/ operating pressure 250 psi)
- XI CO2 25 lb. extinguisher (rated: D-B, & C, with 4" horn orifice, Operating temps between 40120 degrees, Pressure test to 3000 psi1, Operating pressure 800-900 psi at 70 degrees, operate 10' from fire PASS)
- Winch
- Winch kit (Containing tow strap and pulley)
- Hydraulic bottle Jacks (2x 20 ton, and 2x 10 ton)

**Hydrant bag:**
- XS' stortz adaptor
- XI 5" Denver thread adaptor
- XI 2 Yz" to double 1Yz"- gated wye
- XI 1 Yz" NH to NP adapter
- XI 1 Yz" NP to NH adapter
- Hydrant wrench
- Littleton Hydrant wrench
- X2 7 way spanners (couple hose, uncouple hose, nail puller, gas shutoff, door wedge, pry tool, striking tool)
- X2 Large spanners
- XI 2 Yz" cap

3 | 5 - 2.2
• XI 2 ¥" double female adaptor (NH)
• XI 2 Y", double male adaptor (NH)

Officer side rear compartment:

Top Shelf:
- XI 100' Twin Line Amkus Hydraulic Lines on electric rolls
- XI Amkus Model 30CX Spreader (10,500 psi operating pressure, 16,950 lbs max spreading force, 32" max spreading distance, 47.5 lbs)
- XI Amkus 21 Cutter (10,500 psi operating pressure, 72,000 lbs max cutting force, 6" spread)
- XI Amkus Model 40/1 Ram 110,500 psi operating pressure, 30,650 lbs extending force, 4,400 lbs pulling force, length 25.4" retracted 40" extended
- X2 Holmatro "Crew" Hydraulic Lines (32' long)
- Holmatro Spreader (Model 4242-UL, 10,500 psi Allowable Operating Pressure, 9,585 lbs max and 8,800 lbs min-Spreading force measured at the back of tip, 11,200 lbs max and 8,225 lbs Min pulling force, 27 max spreading distance, weight: 39 lbs, temp range -4 to +176 degrees F)
- Holmatro Cutter (Model 4050-NCT, 10,500 psi Allowable Operating Pressure, 208,000 lbs Max Cutting Force, 7 1/8" Opening at tips, weight: 40 lbs, temp range -4 to +176 degrees F)

Bottom Shelf:
- Holmatro Hydraulic Pump (DFU31, 3.5 hp 4 stroke, TVD stage senses leaks and shuts down, capable of hot swap)
- Step Chok
- Box of Cribbing (Various sizes)

Officer side third compartment:
- Carry-alls
- Tarps
- Floor runners
- Savage covers
- Hazmat bags

RIT Bag:
- XI 60 minute SCBA bottle (87 cubic ft of air at 4500psi)
- RIT Bag Containing:
  - XI MMR
  - XI SCBA Mask
  - XI pair of trauma sheers
  - XI utility knife
  - XI pair channellock pliers
  - XI pair tin snips
  - XI heavy tow/haul strap 15', 12,000lbs)
  - X2 aluminum carbineers
  - XI rope bag (150' 6mm kern mantel rope

Officer's side middle drawer:
- K4ool
- XI 4' pike pole with d handle
- XI panic door unlock tool
- XI 36" bolt cutters (maximum cutting capacity of 7/16 hard metals and 9/16 soft metals, with replaceable cutting heads)
- XI 12lb Sledge hammer
- XI 33" pipe wrench
- XI 6lb pck head axe
- XI Glib Flatheadaxe
- X2 utility knives
- XI Pry bar
- XI Crow bar

Wheel compartments front and back:
X6 air cylinders (30 min, bottles each holding 45 cu ft air)

**Officer second compartment:**

*Top Shelf:*
- X2 50W Portable scene lights
- X2 50' extension cords
- Pig tails/adapters

*Middle Shelf:*
- X2 DEWALT Battery charger and spare battery
- Dremel tool
- X2 120V Reciprocating saw
- X1 hard case containing two Reel saw blade pouches, drill bits.
- Milwaukee Reciprocating Saw

**Dewalt Cordless Tools**
- X1 Drill
- X1 Grinder
- X2 Reciprocating Saws
- X1 Flashlight
- X1 Circular Saw

*Bottom Shelf:*
- X1 PPV Gas Fan (SuperVac Model 719g4-h, 7 bladed 18" airfoil propeller, 4 cycle 65 horsepower engine, rated at 15,590 cfm, 3535 rpm, approx: 82lbs, 94 decibels at 7 meters, 110 minute runtime) 18 degree optimum operating angle @ 6'
- X1 PPV Electric Fan (SuperVac 14,600 cfm)

**Officers side front compartment:**
- Pump Panel 6" Intake, 2½" Discharge, 2 ¾" Discharge
- Mounted cord reel 200' with Junction Box
- X2 Preconnects, 200', 1½" hose lines with TFT Mid-Force nozzles (Both lines are foam capable)
- X12 ½ gallon water/microblaze mix extinguisher (rated: 2A)
- X1 6' D-handled, fiberglass shaft, drywall hooks (AKA Cat's paw or plaster hook)
- X2 7 way spanners (couple hose, uncouple hose, nad puller, gas shutoff, door wedge, pry tool, striking tool)
- X2 LDH Spanners
- X1 set of irons

**Officer side rear cab compartment:**
- Tool Bag

**Officer side front cab compartment:**
- Officer AirPak

**Up Top "Coffin" Compartment**
- X2 6',8', 10' fiberglass handled pike poles
- Stokes Basket
- Stokes Basket rigging kit
- Back Board
- Tri-pod
- Water-vac with hoses
- X2 spade shovel
- X2 Square point shovel
- 5 gallon bucket of Absorbent
- 5 gallon bucket rehab mist fan
- Pop up shade tent
**UP Top Small Compartment**
- **Sump-pump** (Positive displacement pump uses a geared mechanism for water movement, cannot plug discharge hose while operating, 120 gal. per hr. 10' max height)
- **50' section of 1 1/4'' for sump-pump**
- **Vlsqueen**

**Ladder Rack**
- **XI 3S'3 section ladder**
- **XI 14' roof ladder**
- **XI 10' folding attic ladder**
- **XI 10', 6', 6' fiberglass handled pike pole**

**Hose Bed**
- **800' of lightweight 2 1/2''' pre-connected triple stack load with attached 7-way beadjustable pattern automatic fog nozzle (50-350gpm @ 100psi)**
- **800' of lightweight 2 1/2'' hose.**

**Pre-connects**
- **XI 200', 1 1/4'' hose lines with TFT Mid-Force nozzles** (Both lines are foam capable)

**Inside Cab**

**Roll-up cabinet in FF area**
- **XI AC Hotstick** (3 settings: high/low sensitivity & front focused, AC Frequencies of 20–100 Hz, Intrinsically safe PVC housing theoretically able to withstand a 50,000 volt shock)
- **XI signal light sticks** (one red, one yellow)
- **XI SCBA Mask bag with smoke detectors and a spare 9 volt battery**
- **Heat Gun/Electrical sensor**
- **XI Thermal Imaging Camera** (TIC: SCOTT Eagle Imager $60, 4.2 lbs, 4'' LCD screen, three mode 'twist change': hands free, hands on, and crawl, 100 degree dynamic range, Made of HHRP 'heat & hit resistant polymer, 'twist change' battery approx. 4 hr service life)
- **TIF Combustible Gas Detector** (Visual and Audible indicators, variable sensitivity as low as 5 ppm (gasoline), 30 second warm up time, instantaneous response time, Approx. 4 hour run-time battery life, 15'' probe, 15 oz weight, operating temp range 32-125 degrees F, 4.8v rechargeable Ni-Cad batteries)
- **Q-ray 4 Gas monitor** (with battery charger)

<table>
<thead>
<tr>
<th>Gas</th>
<th>Low Alarm</th>
<th>High Alarm</th>
</tr>
</thead>
<tbody>
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<td>O2</td>
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<tr>
<td>CO</td>
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<td>70 ppm</td>
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<td>H2S</td>
<td>10 ppm</td>
<td>20 ppm</td>
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<tr>
<td>LEL (Calibrated to Pentane)</td>
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<td>20%</td>
</tr>
</tbody>
</table>

- **Digital Camera**
- **N95 masks**
- **Chempco Chemical detector**
- **TIC battery charging station with spare TIC battery**

**Netted Storage Area**

**Top Shelf**
- **AED with adult and Peds pads**
- **XI spare O2 cylinder**
- **XI spare c-collar**
- **AirSplints**
- C-Collar Bag (four adult collars, four ped collars, Trauma shears, 2" medical tape, set of head blocks)
- Orange Med kit

**Bottom Shelf**
- 02/airway kit
- Rope bag with 60' Kern Mantle Static life safety rope 3/4" diameter 3:1

**Apparatus specifications**
- Crimson engine/Spartan Chassis
- 500 gpm Waterous pump (8 large diameter discharges at 250gpm)
- 500 gallon water tank
- X2 20 gallon foam tanks (XI US foam class A/B, XI Microblaze)
- Apparatus length: 71S 2
Hammer 22 Inventory -

**Left Front:**
- Misc. Light Rubber Overboots
- Green Chemical Resistant Boots
- Cotton Long Underwear
- Neoprene Overgloves
- Nitrile & Latex Undergloves
- 8 x Level A Suits
- 11 x Level B Suits
- Level C Suits
- Nomex Coverall's
- Terry Rags
- Chem Tape
- Various Helmets

**Center Compartment:** (Over the wheel, can be accessed from either side)
- Awning Rod
- 3 x D-Handled Flat Head Shovels
- 1 x Grain Scoop
- Long Handled Spade Head Shovel
- Push Broom
- 3M Surgical Masks
- APR Respirator
- Decou Shelter (1)
- Decou Shower (2)
- Portable Heater (Salamander)
- Level C
- 8 x Plastic Stools
- Scott Air Purifying Filters
- 10 x Meth-Lab Filters
- Scott Mask Adapters
- Scott Mask Radios
- Scott SCBA Masks
- Air Pump (2)
- Chem. Class Test Kit
- Containment Pools
- Radiation Detection Kit
- Drum Pump
- Haz Cat Test Kit (1)
- Mercury Test Kit (1)
- Plastic Sheeting
- Camera + Tripod
- Reference Box (Books)
- Drager Gas Detector
Various Hand Tools
-Medical Kit

**Left Rear:**
- 250 lbs. Absorbent (Kitty Litter)
- 4 x 1 hr Scott SCBA's
- Large Non-Sparking Hand Tools (Sledge/Axe/Pipe Wrench/Adjustable Crescent)

**Right Front:**
- Misc. Buckets
- Decon Solutions (Soaps etc.)
- File Cabinet
- Rehab. Water
- 2 x Handlights
- Tool Box w/Handtools
- 100' Garden Hose
- Laptop
- Decon Manifold + Nozzles
- Medical Assessment Gear (Scales etc.)
- Privacy Gowns
- Misc. Personal Privacy Gear
- Plastic/Bags
- RAE PID Tester
- 2 x Utility Rope
- 6 x Scrub Brushes
- Tools
- 2 x Weed Sprayers

**Right Rear:**
- Overpack Drums
- Electrical Cord Reel
- Hot Water Heater
- Misc. Patching Material
- Submersible Pump
- 9 x Traffic Cones
- Portable Halogen Lights

**Dunnage:**
- Kerosene
- Sea Sweep
- Absorbent Pellets
- Absorbent Booms
- 4 x Dome Clamps
- 2 x Drum/Tank Patch
- 3 x Plastic Tarps
- Outer Proximity Suits
- PVC Pipe
- Spare Propane Bottle
Misc.:

- 2 x 1 hr SCBA Bottles on Each Side
<table>
<thead>
<tr>
<th>CELL PHONE</th>
<th>DEVICE</th>
<th>MISC DEVICES</th>
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BY AUTHORITY

ORDINANCE NO. ___
SERIES OF 2015

COUNCIL BILL NO. 19
INTRODUCED BY COUNCIL
MEMBER JEFFERSON

AN ORDINANCE TO REVISE THE ENGLEWOOD MUNICIPAL CODE 2000 TO
COORDINATE WITH CITY COUNCIL'S DECISION TO CONTRACT WITH DENVER FOR
FIRE AND AMBULANCE SERVICES IN THE CITY OF ENGLEWOOD, COLORADO

WHEREAS, the Englewood Home Rule Charter Section 119 sets forth “Council shall
provide, by ordinance, Fire, Police and Health services for the preservation of public property,
health, peace and safety, including the prevention of crime, the apprehension of criminals, the
protection of property and the rights of persons, the enforcement of laws of the State and the
ordinances of the City, and such other functions as Council and the City Manager may
prescribe.”; and

WHEREAS, the Englewood Municipal Code Title 1-6D-1 sets forth the General
Responsibilities of the Fire Department; and

WHEREAS, the Englewood Municipal Code Title 1, Chapter 6, Section 2, of the
Departmental Organization; and

WHEREAS, the Englewood Municipal Code Title 7-7 provides for Public Aid, Mutual and
Emergency Response; and

WHEREAS, the Englewood Municipal Code Title 8, Chapter 2E, Section 2, of the Fire Code;
and

WHEREAS, the Englewood Municipal Code Title 5, Chapter 10, Section 4C, of the

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 1, Chapter 6D, Section 1, entitled General Responsibilities of the Englewood Municipal
Code 2000, to read as follows:

1-6D-1: GENERAL RESPONSIBILITIES.

The Fire Department shall oversee all fire-related functions including suppression, prevention,
administration, rescue and ambulance services, enforcement of regulatory provisions, formulate
and control a hazardous materials community response plan and training. The Fire Department
shall also oversee all functions of the Building and Safety Division.
Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 1, Chapter 6, Section 2, entitled Departmental Organization of the Englewood Municipal Code 2000, to read as follows:

1-6-2: Departmental Organization:

A. The departmental organization of the City shall be divided under the City Manager into the following departments:

Community Development
Finance and Administration Services
Fire Department
Human Resources
Information Technology
Library Services
Parks and Recreation
Police Department
Public Works
Utilities

B. Reference to a department director in this Code by any title other than set forth in this Section shall be construed to refer to the department director as set forth herein.

C. The City Manager may, on a temporary basis, reassign duties and responsibilities to departments in the best interests of the City.

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 7, Chapter 7, Section 1, entitled Public Aid, Mutual Aid and Emergency Response of the Englewood Municipal Code 2000, to read as follows:

7-7: PUBLIC AID, MUTUAL AID AND EMERGENCY RESPONSE.

7-7-1: Duty of Citizens to Aid.

It shall be the duty of all persons, when called upon by any police officer, to promptly aid and assist such police officer in the discharge of his duties, and any person who shall fail to render such aid and assistance shall be guilty of a violation of this Code.

7-7-2: Destruction of Property.

When a fire is in progress, the City Manager, or in his absence the highest ranking paid officer of any Fire Department in attendance, may order any building or buildings, fences or other
structures that are in close proximity to such fire to be torn down, blown up or otherwise disposed of, if he deems it necessary for the purpose of controlling the progress or preventing the spread of such fire.

7-7-3: Mutual Aid and Automatic Aid Agreements.

The City Council may enter into agreements with other cities, towns, fire protection districts, corporations, or incorporated areas, relating to the mutual and/or automatic exchange of assistance in fighting fires, but the City shall not answer any call which is outside of the City boundary unless such fire is one which is covered by such an agreement for mutual and/or automatic assistance.

7-7-4: Emergency Response Authority.

A. The Emergency Response Authority for the City shall be the City Manager or designee who shall exercise continuing supervisory authority for the cleanup and removal of the hazardous substance involved in a hazardous substance incident.

B. The City is hereby authorized to claim reimbursement from the parties or person responsible for a hazardous substance incident for the reasonable and documented costs resulting from action taken to remove, contain, or otherwise mitigate the effects of such incident not including costs necessary to extinguish a fire.

7-7-5: Establishment of Motor Vehicle Routes.

For vehicles transporting explosives, blasting agents, hazardous chemicals or other dangerous articles, the routes for vehicles transporting explosives, blasting agents, dangerous chemicals or other dangerous articles are hereby established as follows:

Santa Fe Drive

U.S. Highway 285, exclusively between the hours commencing at 10:00 P.M. and ending at 6:00 A.M.

All operators of vehicles transporting explosives, blasting agents, hazardous/dangerous chemicals or other hazardous/dangerous articles on a route other than as set forth in this Section shall have documentation in their possession showing the point of origin and destination of the vehicle and its contents in sufficient detail to justify the use of a route other than as set forth in this Section. It is a violation of this Section to fail to produce such documentation to an officer of Englewood and it shall also be a violation to be on a route other than as set forth herein without said documentation.

7-7-6: Establishment of Fire Lanes.

A. Fire lanes shall be established on private property devoted to public use where the parking of motor vehicles or other obstructions may interfere with the ingress and egress of fire vehicles for the protection of persons and property, such as, but not limited to, shopping centers, bowling establishments, theaters, hospitals, schools, churches and other similar location where firefighting apparatus and equipment cannot be used effectively from public access ways.
B. The City Manager or designee shall establish said fire lanes on premises heretofore set out by filing a plat of said private premises in the City, specifically designating thereon the width and route of such fire lanes as shall be essential for the necessary ingress, egress and movement of fire equipment and apparatus within and upon said private premises.

C. Upon filing the approval plat designating the necessary fire lanes and widths thereon with the City, as provided herein, the City Manager or designee shall forthwith deliver a copy of the same to the owner, operator, tenant or lessee in possession of said private property with written notice, and order to proceed to make and post said fire lanes in conformance with the Manual and Specifications of the State Department of Highways. Within forty-five (45) days after notice, or such additional time as not to exceed forty-five (45) additional days, the owner, operator, tenant or lessee in possession shall complete the necessary marking and signing as required herein.

D. Failure of the owner, operator, tenant or lessee in possession to comply with the requirement as set out in subsection C hereof shall be considered to be a violation of this Code and may subject the owner, operator, tenant or lessee in possession to the penalties prescribed in the Englewood Municipal Code.

E. The owner, operator, tenant or lessee in possession may appeal the order of the City Manager as provided in this Article.

F. Appeals. When it is claimed that the provisions of this Article do not apply in the manner in which the City Manager determines, or when it is claimed that the true intent and meaning of this Article have been misconstrued or wrongly interpreted by the City Manager, any owner of property aggrieved thereby may appeal from the decision of the City Manager or designee to the Englewood Board of Adjustment and Appeals within thirty (30) days from the date of the decision appealed, which Board shall review the decision of the City Manager and render a final and binding decision thereupon. In considering such appeals, the Englewood Board of Adjustment and Appeals shall have the powers granted to the City Manager by this Article.

7-7-7: Emergency Medical Transport Fees.

A. A fee shall be charged for any person transported by the Englewood Fire Division. The fee established shall be the usual and customary charge for such service in this community.

B. "Transport" shall mean the actual physical transport from one place in or near the City to another place by the use of transport equipment of the City of Englewood.

C. The City Manager shall cause to have promulgated in writing reasonable billing and collection procedures.

D. An ambulance billing review panel, consisting of members of the community and City staff, shall be established by the City Manager to hear appeals and protests, and to make adjustments to transport fee billings when deemed reasonable and appropriate. Unless otherwise determined, failure to pay the fee established shall constitute a violation of this Section.

E. The effective date for implementation of this Section will be January 1, 1995.
7-7-8: Vehicle Identification Fees.
A. A fee shall be charged by the City for the service of conducting certified and noncertified inspections of vehicle identification numbers. The fee shall be set by Council resolution.
B. The Police Department shall establish a policy for checking vehicle identification numbers.

Section 4. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 8, Chapter 2E, Section 2, entitled Fire Code of the Englewood Municipal Code 2000, to read as follows:

8-2E-1: Code Adopted.

There is hereby adopted, by reference thereto, the International Fire Code 2012 Edition, in its entirety including errata updates, published as part of the Code, by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, subject to the exceptions, modifications and amendments set forth in Section 8-2E-2 of this Article. The City Clerk shall maintain a copy of the Code and errata updates which will be available for inspection during regular business hours.

8-2E-2: Specific Modifications to Adopted Code.

The following specific changes, modifications and amendments are hereby made in the provisions of the International Fire Code 2012, hereinafter adopted:

A. CHAPTER 1 - ADMINISTRATION.

1. 101.1 Title. (Amended to read as follows)

These regulations shall be known as the Fire Code of the City of Englewood, hereinafter referred to as "this Code".

2. Section 102. Applicability. (Amended by the addition of a new subsection to read as follows)

402.13 102.5 Application of Residential Code.

Where structures are designed and constructed in accordance with the International Residential Code, the provisions of this Code shall apply as follows:

a. Construction and design provisions: Provisions of this Fire Code pertaining to the exterior of the structure shall apply; including, but not limited to, premises identification, fire apparatus access, and water supplies. Construction permits required by Section 105.7 of this Code shall apply for systems and equipment utilized in the interior or exterior of the structure shall also apply.

b. Administrative, operational and maintenance provisions: All such provisions of this Code shall apply.
References in this Fire Code to Group R-3 or U occupancies or one-family and two-family dwellings and townhouses shall apply to structures under the scope of the International Residential Code except as limited by this Section.

3. **103.3 Assistant Deputy Fire Marshals. (Amend to read as follows)**
   In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the fire code official City Manager shall have the authority to appoint an assistant fire code official deputy fire marshals, other related technical officers, inspectors and other employees.

4. **104.6 Official Records. (Amended to read as follows)**
   The fire code official Fire Marshal shall keep official records as required by Sections 104.6.1 through 104.6.4. Such official records shall be retained for as long as the structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations.

5. **104.10 Fire Investigations. (Amended to read as follows)**
   Denver Fire shall perform all cause and origin investigations in Englewood, consistent with its investigative practices and procedures within Denver. Englewood Police will facilitate any discussions necessary with officials from Arapahoe County and the 18th Judicial District, and with the department of Human Services and the Juvenile Court system to allow Denver to do arson investigations involving or resulting from the commission of a criminal act in Englewood during the period of this Agreement. Denver Fire will work in conjunction with Englewood Police in all investigations that are suspected to be criminal in nature. Englewood Police will be responsible for all criminal processes resulting from Denver Fire investigation activities, and will assist Denver Fire in its investigative activities as may be requested by Denver Fire.

6. **105.1 General.** The Fire Marshal shall implement, administrator and enforce the provisions of this Code.

7. **105.6 Required Operational Permits.** (Delete Subsections 105.6.1 through 105.6.13; 105.6.15; 105.6.17; 105.6.18; 105.6.20 through 105.6.25; 105.6.27 through 105.6.29; 105.6.31 through 105.6.35; 105.6.37 through 105.6.42; and 105.6.44 through 105.6.46). The Fire Marshal is authorized to issue operational permits as set forth in Section 105.6.1 through 105.6.46.
68. **Section 108 Board of Appeals.** (Delete in its entirety and substitute the following)

Section 8-1-7 of the Englewood Municipal Code shall control the requirements of this Section.

72. **Section 109 Violations.**

A. **109.4 Violation Penalties.** *(Amended to read as follows)*

Persons who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official **Fire Marshal**, or a permit or certificate used under provisions of this Code, shall be subject to penalties or other action in accordance with 8-1-9 EMC. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

*(Add a new section pertaining to fire code re-inspection fees)*

**109.4.2 Reinspection fees.**

A fee shall be charged for follow-up fire code violations.

The fee structure is as follows:

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<th>Inspection Type</th>
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<td>3rd Follow-up inspection</td>
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<tr>
<td>4th Follow-up inspection and each inspection thereafter</td>
<td>200.00</td>
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</tbody>
</table>

810. **111.4 Failure to Comply.** *(Amended to read as follows)*

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation of unsafe condition, shall be subject to penalties or other action in accordance with 8-1-9 and 8-1-10 of the Englewood Municipal Code.
11. Section 113 Fees.

Section 113.2. Fire Permit Fee Schedule shall be adopted by City Council Resolution.

B. CHAPTER 5. FIRE SERVICE FEATURES.

1. **503.2.1 Dimensions.** *(Amended to read as follows)*

   Fire Apparatus access roads shall have an unobstructed width of not less than 26 feet (1725 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

2. **506.1 Where Required.** *(Amended to read as follows)*

   Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, or where a fire alarm system, or fire suppression system exists, the fire code official Fire Marshal is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type, and shall contain keys to gain necessary access as required by the fire code official Fire Marshal.

C. CHAPTER 9. FIRE PROTECTION SYSTEMS *(Amended to read as follows).*

1. **903.2.7 Group M.** An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exist:

   1. A Group M fire area exceeds 12,000 square feet (1115m²).
   2. A Group M fire area is located more than three stories above grade plane.
   3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230m²).
   4. The area of a Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464m²).
2. **903.2.9 Group S-1.** (Amended to read as follows)

An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 12,000 square feet (115 m$^2$).

2. A Group S-1 fire area is located more than three stories above grade plane.

3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m$^2$).

4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m$^2$).

5. The area of a Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m$^2$).

D. **CHAPTER 10. MEANS OF EGRESS.**

B. **Section 1009.16 Stairway of Roof.** *(Amended to read as follows)*

In buildings three or more stories in height above grade plane, one stairway shall extend to the roof surface, unless the roof has a slope steeper than four units vertical in 12 units horizontal (33-percent slope). In buildings without an occupied roof, access to the roof from the top story shall be permitted to be by an alternating tread device.

E. **CHAPTER 56. EXPLOSIVES AND FIREWORKS.**

1. **5601.1.3 Fireworks.** (Amended to read as follows)

The possession, manufacture, storage, sale, handling and use of any ignitable fireworks are prohibited.

Exceptions:

The use of fireworks for fireworks displays as allowed in Section 5608.

2. **5601.2.4 Financial Responsibility.** *(Amended to read as follows)*

Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum $2,000,000 or a public liability insurance policy for the same amount, with
excess liability of $5,000,000 for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official Fire Marshal is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

F. CHAPTER 57. FLAMMABLE AND COMBUSTIBLE LIQUIDS.

1. 5704.2.9.6.1 Locations where above-ground tanks are prohibited. 
(Amended to read as follows) 
Above-ground tanks shall be located in accordance with this Section.

APPENDICES. (Delete Appendices A through C and E through H) (All Appendices are applicable or amended as follows) 
Appendix D - Fire Apparatus Access Roads, (hereby adopted and amended to read as follows)

<table>
<thead>
<tr>
<th>TABLE D103.4</th>
<th>REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS</th>
</tr>
</thead>
<tbody>
<tr>
<td>LENGTH (feet)</td>
<td>WIDTH (feet)</td>
</tr>
<tr>
<td>0—150</td>
<td>26</td>
</tr>
<tr>
<td>151—500</td>
<td>26</td>
</tr>
<tr>
<td>501—750</td>
<td>26</td>
</tr>
<tr>
<td>Over 750</td>
<td></td>
</tr>
</tbody>
</table>

For SI: 1 foot = 304.8 mm.
Section 5. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 5, Chapter 10, Section 4C, entitled Special Conditions and Restrictions of the License – Sanitation and Fire Provisions of the Englewood Municipal Code 2000, to read as follows:

5-10-4: Special Conditions and Restrictions of the License.

In addition to the requirements of Chapter 1 of this Title, the following special conditions and restrictions apply:

C. Sanitation and Fire Provisions:

   a. An accessible, adequate and safe supply of safe, potable water shall be provided to every automobile salvage yard and recycling yard.
   b. All water supply facilities, i.e., pipes, valves, outlets, shall be open to inspection by the Chief Building Official or any other duly authorized person.
   c. The development of an independent water supply to serve any automobile salvage yard or recycling yard shall be made only after express approval has been granted by the Department of Public Health of the State of Colorado.

2. Sewage disposal. All sewage disposal shall be in accordance with this Code and all plumbing in any automobile salvage yard or recycling yard shall comply with the plumbing laws and health regulations of the City, County of Arapahoe, Tri-County District Health Department and State of Colorado.

3. Refuse Disposal.
   a. The storage, collection and disposal of refuse in or upon any automobile salvage yard or recycling yard shall be so managed as to avoid health hazards, rodent harborage, insect-breeding areas, accident hazards or air or environmental pollution.
   b. Materials or wastes shall be secured upon the licensed premises in such manner that they cannot be carried off the premises by natural causes or forces.
   c. All materials or wastes which may cause fumes, dust, or are edible or attractive to rodents or insects shall not be stored outdoors unless placed in closed containers.

   i. All areas shall be kept free of litter, rubbish and other flammable materials.
   ii. Fire extinguishers shall be maintained, the number, kind and location of which shall be approved by the Fire Chief or the Fire Marshal.
Section 6. 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 7. 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 it application to other persons or circumstances.

Section 8. 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 9. 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 10. 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 4th day of May, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 7th day of May, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 6th day of May, 2015 for thirty (30) days.
Read by title and passed on final reading on the 18th day of May, 2015.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2015, on the 21st day of May, 2015.

Published by title on the City's official website beginning on the 20th day of May, 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.
AN ORDINANCE APPROVING, ADDRESSING PREVIOUS INTERGOVERNMENTAL AGREEMENTS, GRANTS, AND CONTRACTS DUE TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND THE CITY OF DENVER.

WHEREAS, Englewood has chosen to contract with Denver to provide fire and ambulance services; and

WHEREAS, intergovernmental agreements, grants, and contracts have been identified concerning Englewood Fire Department; and

WHEREAS, current intergovernmental agreements, grants and contracts concerning the Englewood Fire Department need to be addressed.

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

Section 1. The following Intergovernmental Agreements need to be addressed:

1. Ordinance No. 31, Series of 2014 – Plan review and inspection services between South Metro Fire Rescue Authority.

   This IGA shall continue as Englewood is maintaining the Fire Marshal and plan review function.

2. Ordinance No. 23, Series of 2014 – Colorado Department of Public Safety Division of Fire Prevention and Control regarding joint staffing and operation of a State Wildland Fire Engine and the City of Englewood, Colorado.

   Terminated December 31, 2014 per the Agreement terms.


   Terminated December 31, 2013 per the Agreement terms.

This IGA shall continue and is addressed in the contract with Denver. City Manager shall give notice to terminate.


This IGA is a mutual aid agreement between the twenty-six listed jurisdictions, FEMA and the City for mutual aid during defined disaster emergencies. The Agreement is binding upon the successors and assigns of each of the jurisdictions.


Twenty-six different jurisdictions in the Arapahoe/Douglas County area entered into this IGA. The IGA is binding upon the parties’ respective successors and assigns, but may not be assigned without the express written consent of the parties. The City Manager shall request written consent of other parties.


Agreement is binding upon the successors and assigns. No party may assign without prior written consent. The City Manager shall request written consent of other parties.

8. Ordinance No. 26, Series of 2004 - State of Colorado Grant money to be given to the City by the State, which said grant money, comes from the Federal government.

Contract ended by its terms in 2009.


South Metro is a signatory to the 2002 Mutual Aid IGA, where Denver and 57 other jurisdictions are signatories. The City Manager shall give notice to terminate.


Agreement ended by its terms in 2009.

11. Ordinance No. 16, Series of 2009 - City of Sheridan Mutual Aid/Automatic Aid.

Agreement is binding upon the parties’ successors or assigns. Sheridan’s Fire Department was taken over by Denver. The City Manager shall give notice to Denver.

Authorized the City of Englewood to become a participating partner in the Urban Area Security Initiative (UASI). The State of Colorado is the Grantor, the City and County of Denver is the Grantee, and all other participants are sub-contractors. Federal money comes from the Department of Homeland Security to the State who passes the money to the City and County of Denver, who in turn passes it to the sub-contractors as grant money. Binding effect – All provisions are binding upon parties’ heirs, legal representatives, successors and assigns. No further action necessary.

13. Ordinance No. 25, Series of 2010 - Denver Health and Hospital Authority Mutual Response for EMS service.

May be terminated with 30 day written notice. The 2015 IGA between Englewood and Denver will eliminate the need for the 2010 IGA.


Agreement ended by its terms in 2014.


This MOU shall continue and is addressed in the contract with Denver.

Section 2. The following Grants need to be addressed:

1. Ordinance No. 54, Series of 2014 - State of Colorado Department of Public Health and Environment (CDPHE) Grant”. A grant for 3 Cardiac Monitor and Defibrillators (AED’s) ends on June 30, 2015.

Englewood will report in its financials.

2. Resolution No. 35, Series of 2014 – Application for a Colorado Department of Public Health and Environment (CDPHE) Grant”.

Grant has been completed. The Department of Parks and Recreation will coordinate with Denver to determine if future grant funding is available.

3. Ordinance No. 14, Series of 2012 – Application and Acceptance of “Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant” with the State of Colorado.

Per Paragraph J, if Grantee ceases to provide EMT service, equipment must be given to another EMT provider, or sold at auction, the City Manager will need written consent from the State of Colorado.

4. Ordinance No. 45, Series of 2011 – Acceptance of EMTS Provider Grant 2012 Awarded by the State of Colorado. For the purchase of an ambulance. The ambulance was purchased.
5. Ordinance No. 51 Series of 2008 – Acceptance of EMTS Provider Grant Awarded by the State of Colorado.

To purchase a powered Lift Ambulance Cot. This Grant ended June 30, 2009.

6. Ordinance No. 26 Series of 2010 – Acceptance of "2010 Pandemic Preparedness Grant Contract with Tri-County Health Department".

To distribute H1N1 Vaccine. This Grant has terminated.

7. Resolution No. 83, Series of 2014 – Application for a FEMA assistance to Firefighters Grant (AFG) Award.

To purchase radios. The radios are being kept for Police use.

8. Resolution No. 76, Series of 2013 – Application for a FEMA assistance to Firefighters Grant (AFG) Award.

To purchase radios. The radios are being kept for Police use.

9. Ordinance No. 3, Series of 2012 – Application and Acceptance of a FEMA Assistance to Firefighters Grant (AFG) 2011 Award.


Terminated June 3, 2011.

Section 3. The following Agreements need to be addressed:


Retain Agreement, since it is also for maintaining Police Radios.


Allows the Agreement to terminate automatically due to merger. Assignment Agreement is being assigned to Denver with written authorization to be obtained by Denver.
3. Metropolitan Area Communication Center Authority user agreement 3rd November, 2014.

*The City Manager will send notice terminating the Agreement.*

4. Resolution No. 67, Series of 2010 - Memorandum of Understanding Amateur Radio Emergency Service of Arapahoe County “AREA” – District 22. This MOU shall continue and is addressed in the contract with Denver.

5. Agreement between Englewood Fire Department and Intermedix for ambulance billing and related professional services, January 2011.

*The City Manager will send notice terminating the Agreement with 6 month written notice.*


*Keep Agreement as it maintains the AED's at various locations in the City.*


*Continue to make payments for 2 more years and pay insurance. Pre-pay the remainder of the loan.*


*The City Manager will send notice terminating the agreement.*


*The City Manager will send notice terminating the agreement.*

10. Amendment to the Education Affiliation Agreement EMS for Clinical Training at Heathone Facility (Send).

*The City Manager will send notice terminating the agreement.*

Introduced, read in full, and passed on first reading on the 4th day of May, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 7th day of May, 2015.
Published as a Bill for an Ordinance on the City’s official website beginning on the 6th day of May, 2015 for thirty (30) days.

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Published by title in the City’s official newspaper as Ordinance No. ___, Series of 2015, on the 21st day of May, 2015.

Published by title on the City’s official website beginning on the 20th day of May, 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
COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Mission: To promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity.

Vision: To promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity by proactively collaborating with our citizens and businesses, developing a safe environment, creating opportunity, and through the provision of reliable, affordable and flexible services.

At the January 5, 2015 Study Session, staff discussed naming the Belleview Park ballfield after Jack Poole. City Council requested that a formal policy be developed for naming or renaming Parks and Recreation facilities before moving forward.

At the April 20, 2015 Study Session, staff discussed with Council the new Department of Parks and Recreation Facility Naming Policy and naming the Belleview Park ballfield the “Jack Poole Field”. City Council asked staff to bring forward the recommendation to name the Belleview Park ballfield after Mr. Poole.

RECOMMENDED ACTION

Staff recommends that City Council approve a resolution naming the Belleview Park ballfield the “Jack Poole Field.”

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

An Englewood citizen attended the September 11, 2014 Parks and Recreation Commission meeting to talk to the Board about naming the Belleview Park ballfield after longtime Englewood resident Jack Poole. Mr. Poole was a significant contributor to the Department of Parks and Recreation, giving more than forty years as a volunteer. Mr. Poole served as the League Chief on the Old Timers Board and more than sixteen years on the Parks and Recreation Commission where he was the Chairperson for ten of those years. Mr. Poole also had a major role in the expansion of the Englewood parks system, building of the Englewood Recreation Center and the development and completion of the Englewood Golf Course.

At the November 13, 2014 Parks and Recreation Commission meeting, the Parks and Recreation Board made a recommendation to City Council to name the Belleview Park ballfield the “Jack Poole Field”.

At the April 9, 2015 Parks and Recreation Commission meeting, the Parks and Recreation Board recommended to City Council to adopt the Department of Parks and Recreation’s Facility Naming Policy.
FINANCIAL IMPACT

Estimated signage cost $250 to $500. Funding for this project is available in the approved 2015 Parks budget.

LIST OF ATTACHMENTS

Parks and Recreation Facility Naming Policy
Parks and Recreation Commission Memorandum - Recommendation to City Council to name Belleview Park ballfield after Mr. Jack Poole
Parks and Recreation Commission Memorandum - Recommendation to City Council to adopt the Department of Parks and Recreation's Facility Naming Policy.
Application Criteria for Naming Belleview Park ballfield the "Jack Poole Field"
Proposed Resolution
City of Englewood
Department of Parks and Recreation
Facility Naming Policy

It is the policy of Englewood Parks and Recreation Department that the naming of new and renaming of existing parks and recreational facilities be reserved for exceptional circumstances and that the naming process comply with the guidelines and procedures set forth in this policy. Approval of naming requests is a prestigious and cautious process that involves the Englewood Parks and Recreation Commission, City of Englewood Director of Parks and Recreation, and Englewood City Council. The Parks and Recreation Commission, Director of Parks and Recreation and Englewood City Council reserve the right to name any new or existing "Parks and Recreation Facilities".

In regards to this document, “Parks and Recreational Facilities” will include the following:

- **Parks**: All traditional designed parks, natural open spaces, historic sites, golf courses, specialized parks (e.g. skate park), trailheads and trails under the Department’s jurisdiction or management.
- **Buildings**: Significant park and recreation structures that house parks and recreational programs (e.g. recreation centers, shelters, etc.).
- **Major Features**: Major, permanent components of park and recreational facilities, e.g. ball fields, swimming pools, tennis courts, flower beds, playgrounds, fountains, artwork, or physical features (lakes). Rooms within buildings are considered to be major features.

**Background and Principles**

The policy of the Department is to reserve the naming or renaming of parks and recreational facilities to those circumstances which tradition and practice have shown to best serve the interests of the City and assure a worthy and enduring legacy of the City’s parks and recreation system. The Department supports consideration of naming requests in the following broad categories:

- **Exceptional Individuals**: Sometimes recognition of an exceptional City leader or a dedicated supporter of the City parks and recreation system can result in a community supported renaming of an existing or naming of a new park or recreational facility.

- **Historic Events, Places, and Persons**: The history of a major event or place or historic persons can play an important role in the naming or renaming of parks and recreational facilities. The public often expresses a strong desire to preserve and honor the history of the City, its founders, pioneers, and other historical figures, its Native American heritage, and its local landmarks and prominent geographical locations by giving certain parks and recreational facilities names of historic, social, and cultural significance.

- **Monetary Donations / Major Gifts**: Benefactors seeking naming rights for major gifts will be required to follow the guidelines with respect to naming of parks and buildings after persons. An exception may be considered on its own merits. A major feature that has been donated or refurbished may be named for a living person(s) provided that said person(s) is of good reputation and character.

**Criteria**

Consideration of each nomination will require sufficient supporting documentation that connects the request to one or more of the criteria “a” through “h” listed below. A reasonable amount of background material/history (ie: list of accomplishments, list of awards, etc.) is required along
with letters of support from members of the community who are familiar with the nominee's contributions as they relate to these criteria.

a. Will the name have historical, cultural, and social significance for generations to come?
b. Will the name engender a strong and positive image?
c. Will the name memorialize or commemorate people, places, or events that are of enduring importance to the community, state or the nation?
d. Will the name engender significant ties of friendship and mutual recognition and support within the community or with those outside of the community?
e. Will the name be identified with some major achievement or the advancement of the public good within the community, state or the nation?
f. Will the name be particularly suitable for the park or recreational facility based on the location or history of the park, recreational facility, or the surrounding neighborhood?
g. Will the name have symbolic value that transcends its ordinary meaning or use and enhance the character and identity of the park or recreational facility?
h. Will the naming request that accompanies a corporate gift result in the undue commercialization of the park or recreational facility?

Procedure for community or citizen request to name or rename a park or building

The procedure for a request to name or rename a park or recreation facility is as follows:

1) A written request must be received by the Director of Parks and Recreation.

2) The Director of Parks and Recreation will coordinate with the applicant to make a presentation to the Parks and Recreation Commission.

3) The Parks and Recreation Commission will review the request and determine whether or not to recommend the proposed new name to the Englewood City Council for final approval. An affirmative vote of a majority of a quorum of the Commission is necessary to recommend approval of a new name.

To be considered:

1. Any naming request shall be submitted in writing to the Director of Parks and Recreation.

2. The request should document the reason for the request and show broad-based community support including letters of support from the community, community or sports associations, and/or local supporters and businesses.

3. The request should contain a description and/or map of the boundaries of the park or building to be named or renamed.

4. Requests from any person(s) or entity(ies) who donates property or provides significant monetary contribution towards acquisition or development of a facility or property shall receive special consideration.

5. If a name is submitted which commemorates a historical event, the event will be one of significance to a substantial portion of the community, and this fact will be documented.

6. Facilities shall not be named for service clubs, lodges, fraternal organizations, religious or educational institutions, or any other society.

7. Profane or offensive names are not eligible.

8. Parks and recreation facilities may be named for a person subject to the following conditions:
   a. The person may be deceased or living.
   b. The person must have made a significant positive contribution to parks, recreation, or culture in the community without which the park/facility may not
exist, or in which the individual's contributions enhanced a program or facility in an extraordinary way.
c. From the time the formal request is received by the Director of Parks and Recreation to when the process will begin, due diligence and process will not exceed twelve months.

9. The City will bear the cost of the plaque or monument indicating the name of the individual for whom the facility is named.

Procedures for the naming and renaming of parks, buildings, and major features associated with major gifts.
The request to name or rename a park, building and major feature associated with major gift will follow the same procedure as stated under Procedure to name or rename a park or recreation facility. The community will be notified of the proposed action at the Commission meeting.

Other Considerations
The limitation on naming a park should not prevent giving a different name for a trail, building, or major feature located in or near the park. However, care should be taken in giving a name to a trail, building, or major feature that is different from the name of the park so that confusion is not caused for the users of said differently named facilities.

Facilities that are held by the Department through a short-term lease or use agreement or improvements that have a limited life span or occupancy should not be named.
All signs on parks and recreational facilities must meet the Department's graphic and signage standards.

At the sole discretion of the City, the City reserves the right to remove or rename parks, buildings, and major features at any time for any reason.
Memorandum

TO: Eric Keck, City Manager
    Englewood City Council

THROUGH: Jerrell Black, Director of Parks and Recreation

FROM: Debby Severa, Recording Secretary
       Parks and Recreation Commission

DATE: November 20, 2014

RE: Recommendation to name the ballfield at Belleview Park the “Jack Poole Field”

Zachary Harder attended the September Parks and Recreation Commission meeting to talk to the Board about the passing of longtime Englewood resident Jack Poole and to recommend to the Board naming the ballfield at Belleview Park the Jack Poole Field. Harder spoke to the Board how Mr. Poole had a significant impact to the Englewood Parks and Recreation baseball program and its participants in addition how Mr. Poole played a major role in the creation of the Olde Timers Youth Baseball Program. Mr. Harder told the Board that Mr. Poole served on the Parks and Recreation Commission for more than sixteen years and had a role in the development and expansion of the parks and recreation facilities and activities for the City of Englewood including the expansion of the Englewood parks system, building of the Englewood Recreation Center and the development and completion of the Englewood Golf Course.

Currently there is not a formal policy regarding the naming or renaming of Parks and Recreation facilities. In the past, the Parks and Recreation Commission has made recommendations to City Council regarding the designation of facilities. Once the recommendation was given to City Council, they would determine whether or not to name or rename a facility within the City.

In November, the family of Jack Poole attended the Parks and Recreation Commission meeting and provided history and photographs of Jack (see attached).
At the November Parks and Recreation Commission meeting,

A motion was made by Commission Member Woodward and seconded by Commission Member Miller to recommend to City Council to name the ballfield at Belleview Park the Jack Poole Field or Memorial.

Ayes: Husbands, Howard, Miller, Moore, Woodward, Glover, Mansbacher
Nayes: None

The motion carried.

ds/JB
H:\2014 PRC\Recommendation Naming Belleview Ballfield.docx
Attachments (2)

cc: Michael Flaherty
    Dan Brotzman
    Parks and Recreation Commission
At the April 9, 2015, Parks and Recreation Commission meeting,

A motion was made by Chairperson Douglas Garrett and seconded by Commission Member Jim Woodward recommending to City Council to adopt the Department of Parks and Recreation's Facility Naming Policy.

Ayes: Garrett, Husbands, Miller, Moore, Woodward, Glover, Mansbacher
Nayes: None

The motion carried.

ds/JB
H:\2015 PRC\Recommendation Facility Naming Policy.docx
Attachments (1)

cc: Parks and Recreation Commission
City of Englewood  
Department of Parks and Recreation  

Naming Criteria for Mr. Jack Poole  
Naming of Belleview Park Ballfield the “Jack Poole Field”  
May 6, 2015  

a. Will the name have historical, cultural and social significance for generations to come?  
b. Will the name engender a strong and positive image?  
c. Will the name memorialize or commemorate people, places, or events that are of enduring importance to the community, state or the nation?  
d. Will the name engender significant ties of friendship and mutual recognition and support within the community or with those outside of the community?  
e. Will the name be identified with some major achievement or the advancement of the public good within the community, state or the nation?  
f. Will the name be particularly suitable for the park or recreational facility based on the location or history of the park, recreational facility, or the surrounding neighborhood?  
g. Will the name have symbolic value that transcends its ordinary meaning or use and enhance the character and identity of the park or recreational facility?  
h. Will the naming request that accompanies a corporate gift result in the undue commercialization of the park or recreational facility?  

During this process, there are eight criteria requirements for consideration. After much research and deliberation, it is staff’s determination that Mr. Poole has met all of the criteria.  

- Mr. Poole has had a presence with the Department of Parks and Recreation for more than fifty years (1944 to 2000).  
- Mr. Poole was a participant in the youth Englewood Old Timer’s League beginning in 1944. In the 1960’s, Mr. Poole played fastpitch softball for teams in the Englewood league; eventually officiating for the City’s leagues.  
- In 1960, Mr. Poole began volunteering his time on the Old Timer’s Board and in 1964 became the League Chief.  
- In 1965, Mr. Poole and his wife, Bonnie, moved to their long time residence next to what became Belleview Park.  
- In 1965, Mr. Poole advocated for the sale of the Englewood City Park which generated revenue for the construction of seven more parks in Englewood, one of which was Belleview Park.  
- In 1970, Mr. Poole joined the Parks and Recreation Commission, serving as Chairperson from 1978 to 1988.  
- Mr. Poole played a prominent role in building of the Englewood Golf Course, Englewood Recreation Center in addition to the softball fields at Belleview and Centennial Park.  
- In 1985, Mr. Poole began working for the City of Englewood as a Marshall at the Englewood Golf Course (now Broken Tee Englewood Golf Course), eventually becoming Assistant Manager.  
- After Mr. Poole retired, he and his wife would go down to the Belleview ballfield in the evenings to watch the ball games.
November 13, 2014

To the Englewood Parks and Recreation Commission:

Thank you so much for taking the time to listen to our story about our father, Jack Poole.

We must start with an apology. In trying to provide context as to why our father deserves the honor of your time and consideration, we will be doing so without great specificity regarding dates. The two best sources at our disposal for the information we present are unable to help us much. Jack would have been the best one to remember all the dates, titles, places, and people, but he is gone. My mother, Bonnie, would have been an excellent source as well, but she is in a nursing home and struggles with dementia. So it is up to the brothers, a few pictures, and what we can all put together.

Here is what we know for sure. Both of my parents were lifelong Englewood residents. They grew up not too far apart in the older part of Englewood near Broadway and Girard. Jack actually started playing baseball in 1944 in the Englewood Old Timer’s League (picture included). After graduating from Englewood High School in 1948, Bonnie and Jack got married and lived in a house at 129 W. Girard. Jack started playing fast pitch softball for teams in the Englewood league in 1950. Then oldest brother Gary was born in 1951. As far as we know those two facts are unrelated.

Sometime in the early 60’s Jack began volunteering his time on the Old Timer’s Board. We imagine he served a year or two before becoming the League Chief in 1964 (picture included). It was the beginning of approximately 40 years of service to the Englewood Parks and Recreation program, most of it volunteer.

Jack and Bonnie had two more kids, Scott and Shawn, mostly to keep Gary busy, and in 1965 moved to their long time residence at 4961 South Kalamath Drive, right next to what was at the time a landfill, but is now Belleview Park. In that same year, Jack played a role in advocating for the sale of the Englewood City Park to the developer who then built Cinderella City. We are unsure what his role was in his position as League Chief, but Gary remembers threatening phone calls coming to the house from citizens unhappy with the deal. But what a deal it would become, generating revenue for the construction of 7 more parks in Englewood, including Cushing Park and Belleview Park, arguably creating the parks system for Englewood that exists today.

By 1970 Jack moved from the Old Timer’s Board to the Parks and Recreation Commission. He became the Chairman soon after. In his role on the Commission he was a strong and passionate voice for the building of the Englewood Golf Course, playing a prominent role throughout the entire process from forming a feasibility committee and participating and
advocating during every vote, to staying involved throughout the construction and opening of all phases (pictures included).

Until he left the Commission, sometime in the late 80’s, he was a strong voice for every Parks and Recreation issue that came along, many of which the brothers simply do not remember, other than the passion with which he went about his job, which was all volunteer. We do know he was instrumental in the efforts to build the Recreation Center, becoming a daily visitor once it was completed. And, of course, he was a constant presence at the Softball fields at Belleview and Centennial Park as a player and as a coach. Even after he stopped coaching in the late 80’s, he could be found at Belleview Park every night in the bleachers or up above the field on his favorite bench.

On a personal note from the four brothers, we played a part in this as well. We benefitted from the relationships in Englewood that our father developed over the course of his lifetime. His friends were everywhere, as was his influence, and thus the four of us got to know two generations of Who was Who (and still is) in the Englewood Parks and Recreation world. Each of us, from our earliest memories, spent vast amounts of time at the parks, from Denny Miller and the original City Park, to Belleview, Cushing, Romans, and Centennial. The Parks in Englewood were simply a part of the fabric of our lives. We got summer jobs as well, each of us working at various parks, softball fields, and even the golf course. We also all got to know a young intern named Jerrell Black, who eventually became a big deal :) Looking back, we grew up with the feeling that those parks and those places simply belonged to us.

After retiring from the Post Office in 1985, Jack got his first paying job in the City, working as a Marshall at the golf course. He eventually worked his way up to the Assistant Manager position, enjoying his time until his final retirement in 2000. It marked the end of 40 years of involvement in the Parks and Recreation programs in Englewood. Such was his presence and dedication, that his retirement program was titled, “A History of the City of Englewood Parks and Recreation Department” (picture attached). Retirement didn’t mark the end of his presence, though, for he walked daily at Belleview Park until he could no longer walk that far, and he was a daily fixture at the recreation center and golf course to the very end of his life.

Jack’s dedication to the Parks and Recreation programs in Englewood is in many ways a reflection of an era gone by. America has seen a great decline in the type of volunteering he did. Times have changed: Transiency rates are higher and volunteerism in general is down significantly. His 40 years of constant presence and commitment is stunning. There is simply no way we can capture all that he did in those years for the Parks and Recreation world in Englewood. All we have to point to are the larger projects, but there were countless hours and days spent on smaller projects and lesser tasks, each of which mattered greatly to the people involved and to the overall development of the Parks and Recreation programs.
From his beginnings on the Old Timer’s Board, to his years at Belleview at the softball field, to his time on the commission advocating for the golf course, the rec center, and countless other projects to the benefit of the citizens of Englewood, Jack Poole’s name deserves to be mentioned in the same breath with his peers of the time, Colbert Cushing and Packy Romans, as the Founding Fathers of Parks and Recreation in the City of Englewood.

We are here tonight to ask that you honor Jack by naming the softball field at Belleview Park after him, or if we want to dream big, maybe name all of Belleview Park after him. However, regardless of the decision you make, we will be honored that anything was considered, and we are honored to be able to speak to you tonight.

Sincerely,

Gary, Scott, Shawn, and Tony Poole
League Chief

Jack Poole, 129 E. Girard Ave., Englewood, has been chosen to head the Old Timer Baseball Association program in 1964.
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION AUTHORIZING THE NAMING OF BELLEVUE PARK BALLFIELD TO THE JACK POOLE FIELD

WHEREAS, at the September 11, 2014 Parks and Recreation Commission meeting an Englewood citizen asked about naming the Belleview Park Ballfield after longtime Englewood resident Jack Poole; and

WHEREAS, Mr. Poole had a major role in the expansion of the Englewood parks system, building of the Englewood Recreation Center and the development and completion of the Englewood Golf Course; and

WHEREAS, Jack Poole played a role in advocating for the sale of the Englewood City Park to the developer who then built Cinderella City, generating revenue for the construction of seven more parks in Englewood, including Cushing Park and Belleview Park, creating the parks system for Englewood that exists today; and

WHEREAS, Mr. Poole served on the Old Timers Board; and

WHEREAS, in 1970 Jack Poole became the Chairman of the Englewood Parks and Recreation Commission, playing a prominent role in the building of the Englewood Golf Course from forming a feasibility committee to participating and staying involved throughout the construction and opening of the Golf Course; and

WHEREAS, Jack Poole was instrumental in the efforts to build the Englewood Recreation Center, and was a constant presence at the softball fields at Belleview and Centennial Parks, both as a player and as a coach; and

WHEREAS, at the November 13, 2014 Parks and Recreation Commission meeting, the Parks and Recreation Board made a recommendation to City Council to name the Belleview Park ballfield the “Jack Poole Field”; and

WHEREAS, at the April 20, 2015 Study Session, staff discussed with Council the new Department of Parks and Recreation Facility Naming Policy and naming the Belleview Park ballfield the “Jack Poole Field”; and

WHEREAS, staff has indicated that Mr. Poole meets all the criteria set forth in the new Policy; and

WHEREAS, the Parks and Recreation Commission found that Mr. Poole meets the criteria of the new Policy and unanimously voted to forward his name to City Council for the naming of the ballfield; and

WHEREAS, Jack Poole’s 40 years of committed service, both as Chairman of the Englewood Parks & Recreation Commission and as a City volunteer helped create parks and recreation opportunities in Englewood that matter greatly to the Englewood Parks and Recreation Department, the Parks and Recreation Commission, and the entire Englewood community, and therefore, the City of Englewood wishes to honor Mr. Poole’s dedication and commitment by
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. City Council hereby names the Bellevue Park ballfield the “Jack Poole Field”.

ADOPTED AND APPROVED this 18th day of May, 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 AUTHORIZING THE NAMING OF BELLEVIEW PARK BALLFIELD TO THE JACK POOLE FIELD

WHEREAS, at the September 11, 2014 Parks and Recreation Commission meeting an Englewood citizen asked about naming the Belleview Park Ballfield after longtime Englewood resident Jack Poole; and

WHEREAS, Mr. Poole had a major role in the expansion of the Englewood parks system, building of the Englewood Recreation Center and the development and completion of the Englewood Golf Course; and

WHEREAS, Jack Poole played a role in advocating for the sale of the Englewood City Park to the developer who then built Cinderella City, generating revenue for the construction of seven more parks in Englewood, including Cushing Park and Belleview Park, creating the parks system for Englewood that exists today; and

WHEREAS, Mr. Poole served on the Old Timers Board; and

WHEREAS, in 1970 Jack Poole became the Chairman of the Englewood Parks and Recreation Commission, playing a prominent role in the building of the Englewood Golf Course from forming a feasibility committee to participating and staying involved throughout the construction and opening of the Golf Course; and

WHEREAS, Jack Poole was instrumental in the efforts to build the Englewood Recreation Center, and was a constant presence at the softball fields at Belleview and Centennial Parks, both as a player and as a coach; and

WHEREAS, at the November 13, 2014 Parks and Recreation Commission meeting, the Parks and Recreation Board made a recommendation to City Council to name the Belleview Park ballfield the “Jack Poole Field”; and

WHEREAS, at the April 20, 2015 Study Session, staff discussed with Council the new Department of Parks and Recreation Facility Naming Policy and naming the Belleview Park ballfield the “Jack Poole Field”; and

WHEREAS, staff has indicated that Mr. Poole meets all the criteria set forth in the new Policy; and

WHEREAS, the Parks and Recreation Commission found that Mr. Poole meets the criteria of the new Policy and unanimously voted to forward his name to City Council for the naming of the ballfield; and

WHEREAS, Jack Poole’s 40 years of committed service, both as Chairman of the Englewood Parks & Recreation Commission and as a City volunteer helped create parks and recreation opportunities in Englewood that matter greatly to the Englewood Parks and Recreation Department, the Parks and Recreation Commission, and the entire Englewood community, and therefore, the City of Englewood wishes to honor Mr. Poole’s dedication and commitment by
memorializing a particularly beloved park space in his honor.

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

Section 1. City Council hereby names the Bellevue Park ballfield the “Jack Poole Field”.

ADOPTED AND APPROVED this 18th day of May, 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.
COUNCIL COMMUNICATION

Date: May 18, 2015
Agenda Item: 11 c ii
Subject: Professional Services Agreement for Community Branding Project

Initiated By: City Manager’s Office
Staff Source: Eric A. Keck, City Manager
Leigh Ann Hoffhines, Communications Coordinator

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City of Englewood’s Mission is to promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity.

City Council discussed the proposed community branding project at its February 23, March 2, and May 11, 2015 Study Sessions.

RECOMMENDED ACTION

Staff seeks City Council’s support, by motion, for a Professional Services Agreement to contract with a professional branding and communications firm to undertake a community branding/marketing initiative in Englewood. Staff recommends awarding the contract to Slate Communications in the amount of $51,450.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

With the newly developed City of Englewood Mission and an update of the Englewood Comprehensive Plan under way, it is an opportune time to undertake a community branding and marketing initiative. A branding initiative goes much deeper than merely redesigning a logo. It will help us present a collective community identity, improve visual consistency on the materials we produce, leverage community pride, and importantly, a strong community brand can play a significant role in enhancing economic development efforts.

Because this is such an important project, we knew we needed to find a team of experts who could help guide the process. We issued a Request for Proposals (RFP) in early March and received a healthy response. Proposals were submitted from 23 firms across Colorado and the nation with proposed budgets ranging from $16,500 to $207,000.

As laid out in the RFP, the City’s project team (consisting of staff members from Community Development/Economic Development, Parks and Recreation, the Library, the Police Department, and the City Manager’s Office) reviewed the proposals and narrowed the total down to three finalists. The review was based on the following criteria:

- Local firm (our purchasing policy includes a preference for Colorado firms when possible);
- Previous community engagement experience and successes;
- Graphic design quality;
• Community engagement methodology; and
• Best overall approach for Englewood.

The three finalists selected were:

• C+B Design
• Pure Brand Communications
• Slate Communications

The project team held interviews with the three finalist firms in late April. Slate Communications was selected as the recommended firm based on its team's expertise in working with local governments, their proposed process for stakeholder engagement, and their overall approach to this important project. The team felt Slate's proposal offered the best overall approach for Englewood.

Slate's proposal calls for a four-stage process for this project and an anticipated timeline of four months:

- Assessment and Research (citizen survey, Comprehensive Plan update input, peer cities review)
- Stakeholder and Community Engagement (to include one-on-one meetings with key stakeholders and broad community-wide engagement and outreach via online surveys, social media, public events and outreach)
- Brand Identity Development (analysis, interpretation, and brand development reflective of community characteristics, with key messages relating to different facets of the community)
- Creation of Marketing Strategies and Brand Implementation Guidelines (to prioritize brand roll-out and integration)

FINANCIAL IMPACT

The contract amount for Slate Communications is $51,450. While the community branding/marketing initiative was not included in the City's 2015 budget, there is sufficient funding available from the dissolution of the Englewood Small Business Development Corporation (ESBDC). Staff believes this would be a shrewd use of these ESBDC funds, since one of the primary goals of the branding project is to boost Englewood's economic development efforts.

Agenda item 9 c ii provides for the fund transfer from the Donors Fund to the General Fund. If Council approves the use of ESBDC funds, approximately $90,000 would remain for other uses.

LIST OF ATTACHMENTS

Professional Services Agreement
This Professional Services Agreement (the “Agreement”) is made as of this 18th day of May 2015, (the “Effective Date”) by and between Slate Communications, a Colorado Limited Liability Company (“Consultant”), and The City of Englewood, Colorado, a municipal corporation organized under the laws of the State of Colorado (“City”).

The City desires that Consultant provide the services described herein, and Consultant desires to perform such services on behalf of City on the terms and conditions set forth herein.

In consideration of the foregoing and the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. The terms set forth below shall be defined as follows:

   (a) “Intellectual Property Rights” shall mean any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (1) rights associate with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (2) trademark and trade name rights and similar rights, (3) trade secret rights, (4) patents, designs, algorithms and other industrial property rights, (5) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, “rental” rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (6) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

   (b) “Work Product” shall mean all patents, patent applications, inventions, designs, mask works, processes, methodologies, copyrights and copyrightable works, trade secrets including confidential information, data, designs, manuals, training materials and documentation, formulas, knowledge of manufacturing processes, methods, prices, financial and accounting data, products and product specifications and all other Intellectual Property Rights created, developed or prepared, documented and/or delivered by Consultant, pursuant to the provision of the Services.

2. Statements of Work. During the term hereof and subject to the terms and conditions contained herein, Consultant agrees to provide, on an as requested basis, the consulting services, systems integration services, data conversion services, training services, and related services (the “Services”) as further described in Schedule A (the “Statement of Work”) for City, and in such additional Statements of Work as may be executed by each of the parties hereto from time to time pursuant to this Agreement. Each Statement of Work shall specify the scope of work, specifications, basis of compensation and payment schedule, estimated length of time required to complete each Statement of Work, including the estimated start/finish dates, and other relevant information and shall incorporate all terms and conditions contained in this Agreement.
3. **Performance of Services.**

   (a) **Performance.** Consultant shall perform the Services necessary to complete all projects outlined in a Statement of Work in a timely and professional manner consistent with the specifications, if any, set forth in the Statement of Work, and in accordance with industry standards. Consultant agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents in completing the projects outlined in a Statement of Work.

   (b) **Delays.** Consultant agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Consultant’s ability to meet the requirements of the Agreement, or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement or any Statement of Work. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

   (c) **Discrepancies.** If anything necessary for the clear understanding of the Services has been omitted from the Agreement specifications or it appears that various instructions are in conflict, Consultant shall secure written instructions from City’s project director before proceeding with the performance of the Services affected by such omissions or discrepancies.

4. **Invoices and Payment.** Unless otherwise provided in a Statement of Work, City shall pay the amounts agreed to in a Statement of Work within thirty (30) days following the acceptance by City of the work called for in a Statement of Work by City. Acceptance procedures shall be outlined in the Statement of Work. If City disputes all or any portion of an invoice for charges, then City shall pay the undisputed portion of the invoice by the due date and shall provide the following notification with respect to the disputed portion of the invoice. City shall notify Consultant as soon as possible of the specific amount disputed and shall provide reasonable detail as to the basis for the dispute. The parties shall then attempt to resolve the disputed portion of such invoice as soon as possible. Upon resolution of the disputed portion, City shall pay to Consultant the resolved amount.

5. **Taxes.** City is not subject to taxation. No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices. City shall not be obligated to pay or reimburse Consultant for any taxes attributable to the sale of any Services which are imposed on or measured by net or gross income, capital, net worth, franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by Consultant. Upon written notification by City and subsequent verification by Consultant, Consultant shall reimburse or credit, as applicable, City in a timely manner, for any and all taxes erroneously paid by City. City shall provide Consultant with, and Consultant shall accept in good faith, resale, direct pay, or other exemption certificates, as applicable.

6. **Out of Pocket Expenses.** Consultant shall be reimbursed only for expenses which are expressly provided for in a Statement of Work or which have been approved in advance in writing by City, provided Consultant has furnished such documentation for authorized expenses as City may reasonably request.

7. **Audits.** Consultant shall provide such employees and independent auditors and inspectors as City may designate with reasonable access to all sites from which Services are performed for the purposes of performing audits or inspections of Consultant’s operations and compliance with this
Agreement. Consultant shall provide such auditors and inspectors any reasonable assistance that they may require. Such audits shall be conducted in such a way so that the Services or services to any other customer of Consultant are not impacted adversely.

8. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue unless this Agreement is terminated as provided in this Section 8.

(a) Convenience. City may, without cause and without penalty, terminate the provision of Services under any or all Statements of Work upon thirty (30) days prior written notice. Upon such termination, City shall, upon receipt of an invoice from Consultant, pay Consultant for Services actually rendered prior to the effective date of such termination. Charges will be based on time expended for all incomplete tasks as listed in the applicable Statement of Work, and all completed tasks will be charged as indicated in the applicable Statement of Work.

(b) No Outstanding Statements of Work. Either party may terminate this Agreement by providing the other party with at least thirty (30) days prior written notice of termination if there are no outstanding Statements of Work.

(c) Material Breach. If either party materially defaults in the performance of any term of a Statement of Work or this Agreement with respect to a specific Statement of Work (other than by nonpayment) and does not substantially cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting party may terminate this Agreement or any or all outstanding Statements of Work by providing ten (10) days prior written notice of termination to the defaulting party.

(d) Bankruptcy or Insolvency. Either party may terminate this Agreement effective upon written notice stating its intention to terminate in the event the other party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee, custodian, or liquidator for its business or all or substantially all of its assets; (3) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency laws; or (4) files a petition seeking relief or reorganization under any bankruptcy or insolvency laws is filed against that other party and is not dismissed within sixty (60) days after it was filed.

(e) TABOR. The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment obligations of City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next succeeding December 31. Financial obligations of City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.
(f) Return of Property. Upon termination of this Agreement, both parties agree to return to the other all property (including any Confidential Information, as defined in Section 11) of the other party that it may have in its possession or control.

9. City Obligations. City will provide timely access to City personnel, systems and information required for Consultant to perform its obligations hereunder. City shall provide to Consultant's employees performing its obligations hereunder at City's premises, without charge, a reasonable work environment in compliance with all applicable laws and regulations, including office space, furniture, telephone service, and reproduction, computer, facsimile, secretarial and other necessary equipment, supplies, and services. With respect to all third party hardware or software operated by or on behalf of City, City shall, at no expense to Consultant, obtain all consents, licenses and sublicenses necessary for Consultant to perform under the Statements of Work and shall pay any fees or other costs associated with obtaining such consents, licenses and sublicenses.

10. Staff. Consultant is an independent consultant and neither Consultant nor Consultant's staff is, or shall be deemed to be employed by City. City is hereby contracting with Consultant for the Services described in a Statement of Work and Consultant reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Consultant or Consultant's staff, and City shall not be required to hire, supervise or pay any assistants to help Consultant perform the Services under this Agreement. Except to the extent that Consultant's work must be performed on or with City's computers or City's existing software, all materials used in providing the Services shall be provided by Consultant.

11. Confidential Information.

(a) Obligations. Each party hereto may receive from the other party information which relates to the other party's business, research, development, trade secrets or business affairs ("Confidential Information"). Subject to the provisions and exceptions set forth in the Colorado Open Records Act, CRS Section 24-72-101 et. seq., each party shall protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, each party hereto agrees not to disclose or permit any other person or entity access to the other party's Confidential Information except such disclosure or access shall be permitted to an employee, agent, representative or independent consultant of such party requiring access to the same in order to perform his or her employment or services. Each party shall insure that their employees, agents, representatives, and independent consultants are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 11. Further, each party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other party. A party hereto shall undertake to immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict either party with respect to information or data identical or similar to that contained in the Confidential Information of the other party but which (1) that party rightfully possessed before it received such information from the other as evidenced by
written documentation; (2) subsequently becomes publicly available through no fault of that party; (3) is subsequently furnished rightfully to that party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

(b) **Know-How.** For the avoidance of doubt neither City nor Consultant shall be prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

(c) **Remedies.** Each of the parties hereto agree that if any of them, their officers, employees or anyone obtaining access to the Confidential Information of the other party by, through or under them, breaches any provision of this Section 11, the non-breaching party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations and benefits which the breaching party, its officers or employees directly or indirectly realize or may realize as a result of or growing out of, or in connection with any such breach. In addition to, and not in limitation of the foregoing, in the event of any breach of this Section 11, the parties agree that the non-breaching party will suffer irreparable harm and that the total amount of monetary damages for any such injury to the non-breaching party arising from a violation of this Section 11 would be impossible to calculate and would therefore be an inadequate remedy at law. Accordingly, the parties agree that the non-breaching party shall be entitled to temporary and permanent injunctive relief against the breaching party, its officers or employees and such other rights and remedies to which the non-breaching party may be entitled to at law, in equity or under this Agreement for any violation of this Section 11. The provisions of this Section 11 shall survive the expiration or termination of this Agreement for any reason.

12. **Project Managers.** Each party shall designate one of its employees to be its Project Manager under each Statement of Work, who shall act for that party on all matters under the Statement of Work. Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers for each Statement of Work shall meet as often as either one requests to review the status of the Statement of Work.

13. **Warranties.**

(a) **Authority.** Consultant represents and warrants that: (1) Consultant has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (2) the execution of this Agreement by Consultant, and the performance by Consultant of its obligations and duties hereunder, do not and will not violate any agreement to which Consultant is a party or by which it is otherwise bound under any applicable law, rule or regulation; (3) when executed and delivered by Consultant, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (4) Consultant acknowledges that City makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement.

(b) **Service Warranty.** Consultant warrants that its employees and consultants shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.
(c) Personnel. Unless a specific number of employees is set forth in the Statement of Work, Consultant warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement or as set forth in the Statement of Work. During the course of performance of Services, City may, for any or no reason, request replacement of an employee or a proposed employee. In such event, Consultant shall, within five (5) working days of receipt of such request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. Consultant shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies.

(d) Compensation and Benefits. Consultant shall provide for and pay the compensation of employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers’ compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Consultant or to any employee for Consultant’s failure to perform its compensation, benefit, or tax obligations. Consultant shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.


(a) Consultant Indemnification. Consultant shall indemnify, defend and hold harmless City, its directors, officers, employees, and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing (the “City Indemnitees”) from and against all losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, suffered or incurred by a City Indemnitee directly or indirectly arising from or related to: (1) any negligent or intentional act or omission by Consultant or its representatives in the performance of Consultant’s obligations under this Agreement, or (2) any material breach in a representation, warranty, covenant or obligation of Consultant contained in this Agreement.

(b) Infringement. Consultant will indemnify, defend, and hold City harmless from all Indemnifiable Losses arising from any third party claims that any Work Product or methodology supplied by Consultant infringes or misappropriates any Intellectual Property rights of any third party; provided, however, that the foregoing indemnification obligation shall not apply to any alleged infringement or misappropriation based on: (1) use of the Work Product in combination with products or services not provided by Consultant to the extent that such infringement or misappropriation would have been avoided if such other products or services had not been used; (2) any modification or enhancement to the Work Product made by City or anyone other than Consultant or its sub-consultants; or (3) use of the Work Product other than as permitted under this Agreement.

(c) Indemnification Procedures. Not with-standing anything else contained in this Agreement, no obligation to indemnify which is set forth in this Section 14 shall apply unless the party claiming indemnification notifies the other party as soon as practicable to avoid any prejudice in the claim, suit or proceeding of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge and gives the other party the opportunity to control the response thereto and the defense thereof; provided, however, that the party claiming
indemnification shall have the right to participate in any legal proceedings to contest and defend a claim for indemnification involving a third party and to be represented by its own attorneys, all at such party's cost and expense; provided further, however, that no settlement or compromise of an asserted third-party claim other than the payment/money may be made without the prior written consent of the party claiming indemnification.

(d) Immunity. City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to City, its officers, or its employees.

15. Insurance.

(a) Requirements. Consultant agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance during the term of this Agreement:

(1) The Consultant shall comply with the Workers' Compensation Act of Colorado and shall provide compensation insurance to protect the City from and against any and all Workers' Compensation claims arising from performance of the work under this contract. Workers' Compensation insurance must cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, as well as the Employers' Liability within the minimum statutory limits.

(2) Commercial General Liability Insurance and auto liability insurance (including contractual liability insurance) providing coverage for bodily injury and property damage with a combined single limit of not less than three million dollars ($3,000,000) per occurrence.

(3) Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Consultant's operations or Services in an amount not less than one million dollars ($1,000,000) per occurrence.

(4) Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Consultant personnel, acting alone or with others, in an amount not less than one million dollars ($1,000,000) per occurrence.

(b) Approved Companies. All such insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state or territory where the Services are being performed.

(c) Certificates. Consultant shall provide City with certificates of insurance evidencing compliance with this Section 15 (including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Certificates of insurance will list the City of Englewood as an additional Insured. Each certificate of Insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially change the insurance afforded under the above policies unless thirty (30) days' notice of such cancellation, reduction or material change has been provided to City.

(a) Generally. Except as specifically agreed to the contrary in any Statement of Work, the Work Product produced or provided by Consultant under any Statement of Work shall remain the property of the City of Englewood. Consultant unconditionally and irrevocably grants to City exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such Work Product.

(b) Know-How. Notwithstanding anything to the contrary herein, each party and its respective personnel and consultants shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other party.

17. Relationship of Parties. Consultant is acting only as an independent consultant and does not undertake, by this Agreement, any Statement of Work or otherwise, to perform any obligation of City, whether regulatory or contractual, or to assume any responsibility for City's business or operations. Neither party shall act or represent itself, directly or by implication, as an agent of the other, except as expressly authorized in a Statement of Work.

18. Complete Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein.

19. Applicable Law. Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in the applicable Statement of Work. This Agreement shall be construed in accordance with the laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state or federal court situated in Arapahoe County, Colorado and each party hereto consents to jurisdiction and venue before such courts.

20. Scope of Agreement. If the scope of any provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent to and agree that such scope may be judicially modified accordingly and that the whole of such provision of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law.

21. Additional Work. After receipt of a Statement of Work, City, with Consultant's consent, may request Consultant to undertake additional work with respect to such Statement of Work. In such event, City and Consultant shall execute an addendum to the Statement of Work specifying such additional work and the compensation to be paid to Consultant for such additional work.

22. Sub-consultants. Consultant may not subcontract any of the Services to be provided hereunder without the prior written consent of City. In the event of any permitted subcontracting,
the agreement with such third party shall provide that, with respect to the subcontracted work, such sub-consultant shall be subject to all of the obligations of Consultant specified in this Agreement.

23. Notices. Any notice provided pursuant to this Agreement shall be in writing to the parties at the addresses set forth below and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested or (3) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other party hereto.

24. Assignment. This Agreement may not be assigned by Consultant without the prior written consent of City. Except for the prohibition of an assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

25. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to this Agreement.

26. Headings. The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth on the first page of this Agreement are incorporated into the body of this Agreement. The exhibits referred to throughout this Agreement and any Statement of Work prepared in conformance with this Agreement are incorporated into this Agreement.

27. Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not effect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

28. Force Majeure. If performance by Consultant of any service or obligation under this Agreement is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communications failures, earthquakes, war, revolution, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any governmental or judicial authority or representative of any such government, or any other act whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Consultant, then Consultant shall be excused from such performance to the extent of such prevention, restriction, delay or interference. If the period of such delay exceeds thirty (30) days, City may, without liability, terminate the affected Statement of Work(s) upon written notice to Consultant.

29. Time of Performance. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

30. Permits. Consultant shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local statute, ordinance or regulation for the performance of the Services under the Agreement. Consultant shall also comply with the provisions
of all Applicable Laws in performing the Services under the Agreement. At its own expense and at no cost to City, Consultant shall make any change, alteration or modification that may be necessary to comply with any Applicable Laws that Consultant failed to comply with at the time of performance of the Services.

31. Media Releases. Except for any announcement intended solely for internal distribution by Consultant or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Consultant, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Consultant or its employees or agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City prior to the release thereof. Consultant shall not represent directly or indirectly that any Services provided by Consultant to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Consultant’s customers without City’s express written consent.

32. Nonexclusive Market and Purchase Rights. It is expressly understood and agreed that this Agreement does not grant to Consultant an exclusive right to provide to City any or all of the Services and shall not prevent City from acquiring from other suppliers services similar to the Services. Consultant agrees that acquisitions by City pursuant to this Agreement shall neither restrict the right of City to cease acquiring nor require City to continue any level of such acquisitions. Estimates or forecasts furnished by City to Consultant prior to or during the term of this Agreement shall not constitute commitments.

33. Survival. The provisions of Sections 5, 8(g), 10, 11, 13, 14, 16, 17, 19, 23, 25 and 31 shall survive any expiration or termination for any reason of this Agreement.

34. 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(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 (S)

(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 34.
IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF ENGLEWOOD, COLORADO

By: __________________________ Date: __________
   (Department Director)

By: __________________________ Date: __________
   (City Manager)

By: __________________________ Date: __________
   (Mayor)

ATTEST: ____________________________
   City Clerk

______________________________ _____________________
(Slate Communications) (Signature)

Address: 425 W. Mulberry St., Ste. 201
City: Fort Collins, State: CO Zip: 80521

Title: Principal
Date: 5/8/15
STATE OF COLORADO
COUNTY OF Larimer

On this 8th day of May, 2015, before me personally appeared
Kimberly Naeve, known to me to be the Principal of
State Communications, the corporation that executed the within and
foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and
deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he
was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year
first above written.

NOTARY PUBLIC

[Seal]

ALECIA ROBERTS
STATE OF COLORADO
SCHEDULE A

OUTLINE OF STATEMENT OF WORK

1. GENERAL

Statement of work for Professional Services Agreement between the City of Englewood and Slate Communications dated May 18, 2015.

Slate Communications will work in partnership with the City of Englewood's project team on a community branding/marketing initiative that will include assessment and research, creation of a genuine, implementable, and community-supported brand, and development of a marketing strategy and implementation recommendations for the approved brand.

2. NAMES OF PROJECT COORDINATORS

City of Englewood Project Coordinator: Leigh Ann Hoffhines, Communications Coordinator
Slate Communications Project Coordinator: Kim Newcomer, Principal | Founder

3. SUMMARY OF PURPOSE FOR STATEMENT OF WORK

The City of Englewood is seeking an authentic brand identity defined by our community and core stakeholders that leverages community pride and builds an identity that residents and businesses can stand behind, and that plays an influential role in economic development efforts, establishing Englewood as a great place to do business. The project will also include development of a logo and graphic elements that reflect the brand platform.

4. EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY (IF ANY)

The City will coordinate all necessary meetings with the Consultants and the City project team and will help coordinate and publicize all community outreach/engagement opportunities.

5. OTHER CONSULTANT RESOURCES

[If desired, provide for the Consultant’s commitment of its own staff, facilities, and other resources by nature or item]
6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

Specific Deliverables:

1. **Assessment/Research** – Conduct research and engage the community to gain information sufficient to ensure the brand is reflective of the community’s qualities. The City may request to review the raw data from this research. The research and community engagement will be conducted in phases:
   - **Phase 1:** Assessment and Research – review data from the 2014 Englewood Citizen Survey, Englewood Forward initiative, conduct peer cities review.
   - **Phase 2:** Stakeholder and Community Engagement – Stakeholders will include (but are not limited to): City Council, City staff, Englewood Businesses, Englewood Board and Commission Members, other interested residents and regional partners. Engagement techniques will include (but are not limited to) one-on-one meetings, focus groups, online surveys, texting campaigns, public events and outreach, and social media.
   - **Deliverable:** Discovery report outlining methodology, research, interview questions, interview responses, workable brand themes, survey results.

2. **Brand Identity/Logo Development** – Develop a new City of Englewood brand platform that allows the City to develop key messages targeted to different facets of the community (e.g. residents, prospective businesses, etc.).

3. **Logo/Tagline** – develop a new logo and tagline as necessary. The brand and accompanying logo needs to work conceptually and practically.
   - Provide three to five options/concepts during development phase to the City’s project manager for review by the project team.
   - Display logo on a variety of sample collateral materials (signage, electronic media, letterhead, etc.) so the City’s project team can get a feel for what it will look like in different contexts.
   - Up to two revisions may be requested based on feedback received.
   - Present (along with the City’s project team) the recommended brand concept and logo to City Council.
   - The final chosen logo design must be delivered as Adobe-based vector format files (Adobe Illustrator and EPS) in both full color and black and white.
   - Research and secure federal and state trademark and registration for logo(s) (owned by the City of Englewood)

4. **Marketing Strategy/Implementation Recommendations** – Provide a marketing strategy that includes a plan for unveiling the new brand, as well as recommendations for the types of collateral materials that would be effective for the various program areas (economic development, parks and recreation, etc.).

The recommendations will include guidelines for implementation and successful use of the new brand, including graphics, typography, and color standards. The guidelines will also include cost estimates and a prioritized timeline for roll-out and implementation for the
various program areas, as well as internal and external communications and marketing processes.

7. SPECIAL TERMS, IF ANY

N/A

8. MODE OF PAYMENT

The City will make payment to Slate Communications within 30 days of receipt of invoice via physical check sent through United States Postal Service according to the payment schedule detailed below.

9. PAYMENT SCHEDULE

The total project cost will be broken down into three payments as specified below, which will be processed contingent upon completion to the City's satisfaction of the following milestones/deliverables:

1. Assessment & Research Phase/Brand Identity Development Payment: $22,890
2. Development of the Logo Payment: $7,035
3. Marketing Plan/Implementation Recommendation Payment: $10,290
   TOTAL PAYMENT: $51,450

10. SCHEDULE AND PERFORMANCE MILESTONES

This schedule sets for the target dates and performance milestones for the development and delivery of the Deliverables by Consultant.

<table>
<thead>
<tr>
<th>Performance Milestone</th>
<th>Responsible Party</th>
<th>Duration</th>
<th>Target Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessment/Research</td>
<td>Consultant</td>
<td>3-5 weeks</td>
<td>June 19, 2015</td>
</tr>
<tr>
<td>Stakeholder &amp; Community Engagement</td>
<td>Consultant</td>
<td>3-5 weeks</td>
<td>July 17, 2015</td>
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<tr>
<td>Brand Identity/Logo Development</td>
<td>Consultant</td>
<td>4-6 weeks</td>
<td>August 31, 2015</td>
</tr>
<tr>
<td>Marketing Plan/Associated Components</td>
<td>Consultant</td>
<td>4-6 weeks</td>
<td>September 25, 2015</td>
</tr>
</tbody>
</table>

11. ACCEPTANCE AND TESTING PROCEDURES

N/A

12. LOCATION OF WORK FACILITIES
Much of the work will be conducted by Consultants at their regular offices located in Fort Collins, Colorado.

City will provide the Consultants office space and support as it agrees may be appropriate, at its Englewood Civic Center facility and other City facilities as needed.

IN WITNESS WHEREOF, pursuant and in accordance with the Professional Services Agreement between the parties hereto dated ____________, 20__, the parties have executed this Statement of Work as of this _____ day of ____________, 20__.

CITY OF ENGLEWOOD, COLORADO

By: ________________________________
   (Signature)
   ________________________________
   (Print Name)

Title: ________________________________
Date: ________________________________

Slate, Communications
Consultant Name

By: ________________________________
   (Signature)
   ________________________________
   (Print Name)

Title: ________________________________
Date: _________________
### Council Goal and Previous Council Action

Council approval of the 2015 Littleton/Englewood Wastewater Treatment Plant Budget.

### Recommended Action

The Littleton/Englewood Wastewater Treatment Plant (L/E WWTP) Supervisory Committee recommended on April 14, 2015, Council approve, by Motion, a construction contract for the Lighting Replacement Project 2015 located at the L/E WWTP. Staff recommends awarding the contract to the lowest reliable and responsive bidder, Colorado Lighting Inc., in the amount of $120,399.93.

### Background, Analysis, and Alternatives Identified

The Littleton/Englewood Wastewater Treatment Plant is in the process of a multi-year initiative to replace aged and energy intensive light fixtures with new, high efficient fixtures. The goal is to provide safe and productive lighting, while at the same time reducing energy and maintenance expenditures. LED light fixtures were selected over fluorescent and induction technologies based on its long lamp life (100,000 hours), robust construction to handle industrial applications, less maintenance requirements, and more environmental friendliness (no disposal requirements).

In 2013, Council approved a lighting replacement project for the L/E WWTP which replaced fixtures in the Headworks Building, Primary Pump Stations 1 and 2, Tunnel Areas, and the North Digester Complex Building. The 2013 project was projected to reduce energy expenditures and maintenance requirements by approximately $28,000 annually, with an estimated payback period of 8 years.

The South Digester Complex Building has been identified as a project priority for 2015. Areas of the South Digester Complex currently do not meet the Occupational Safety and Health Administration (OSHA) minimums for lighting. The lighting in the South Digester Complex averages between 5-20 foot candles. OSHA minimum standards vary between 5-30 foot candles based on operational areas (i.e., tunnels, mechanical and electrical rooms, workplaces). This project will increase the lighting to average between 29-34 foot candles to comply with OSHA minimums.

Additionally, portions of the South Digester Complex (entire basement area) contain the original 1970s light fixtures. These fixtures consist of incandescent technologies and are excessively energy intensive. This project will provide newer and more efficient LED technologies.
The Project was advertised on the Rocky Mountain E-Purchasing System (Bidnet), with the Bid Opening conducted on March 17, 2015. A total of four (4) Bids were received. Based on a review of project needs and budget considerations, a portion of the scope of work was eliminated. Additionally, at the request of one contractor, an omission of their bid tab was corrected. The revised base bid results are below:

- **Colorado Lighting, Inc., Denver, CO** | $120,399.93
- **FSG Electric, Inc., Denver, CO** | $129,059.58
- **Financial Energy Mgmt, Inc., Englewood, CO** | $160,723.89
- **IES Commercial, Inc., Englewood, CO** | $239,821.69

Colorado Lighting, Inc. was identified as the apparent low bidder. Based on our review, Colorado Lighting's Bid is responsive and complete. Colorado Lighting is a Denver based, woman owned company, specializing in lighting and electrical services. Colorado Lighting has performed previous projects with both the City of Englewood and Littleton/Englewood Wastewater Treatment Plant with satisfactory results.

**FINANCIAL IMPACT**

<table>
<thead>
<tr>
<th>Project Cost</th>
<th>* Estimated Rebates</th>
<th>** Estimated Annual Savings</th>
<th>Simple Payback (years)</th>
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<tbody>
<tr>
<td>$120,399.93</td>
<td>$3,800</td>
<td>$10,000</td>
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</table>

* The rebates were estimated based on the Xcel Energy program. Rebate application will be the responsibility of the contractor.

** Estimated annual savings includes both energy and maintenance savings.

The Project was budgeted and the Bid amount ($120,399.93) is available in the 2015 Capital Improvement Plan Budget. Costs will be shared 50/50 by the Cities of Englewood and Littleton.

**LIST OF ATTACHMENTS**

- Bid Tabulation Sheet – Revision 1
- Bid Tabulation Sheet – Revision 2
- Contract
**City of Englewood Bid Tabulation Sheet**

**Bid Opening Date:** March 17, 2015 2:00 P.M. MDT

**ITEM BID:** ITB-15-002 Lighting Improvement 2015 Project

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Bid Bond Y/N</th>
<th>Receipt of Addendums 1&amp;2 Y/N</th>
<th>SOQ Y/N</th>
<th>Total Bid</th>
<th>Exceptions/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colorado Lighting, Inc.</td>
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<tr>
<td>2171 E 74th Ave.</td>
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<td>Denver, CO 80229</td>
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<td>(303) 288-3152</td>
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<tr>
<td>Scot Kelley - Account Manager</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>$ 186,649.42</td>
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<td>IES Commercial, Inc.</td>
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<td>3251 S Zuni St</td>
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<tr>
<td>Englewood, CO 80110</td>
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<td>(303) 937-3200</td>
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<tr>
<td>Marc Brumbaugh - Precon Manager</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>$ 399,328.00</td>
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<td>Financial Energy Management, Inc.</td>
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<tr>
<td>4634 S Broadway</td>
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<td>Englewood, CO 80113</td>
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<td>(303) 781-8455</td>
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<tr>
<td>James Crossman - President</td>
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<td>Y</td>
<td>Y</td>
<td>$ 235,393.00</td>
<td>rebate.</td>
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<td>FSG Electric, Inc.</td>
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<td>5050 Osage St Ste 200</td>
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<tr>
<td>Denver, CO 80221</td>
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<tr>
<td>Rick Garcia - Superintendent</td>
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<td>Y</td>
<td>Y</td>
<td>$ 149,363.74</td>
<td>(Rebate not included)</td>
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</table>
City of Englewood Bid Tabulation Sheet

Bid Opening Date: March 17, 2015 2:00 P.M. MDT

ITEM BID: ITB-15-002 Lighting Improvement 2015 Project

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<td>2171 E 74th Ave.</td>
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<td>Denver, CO 80229</td>
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<td>(303) 288-3152</td>
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<tr>
<td>Scot Kelley - Account Manager</td>
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<td>Y</td>
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<td>IES Commercial, Inc.</td>
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<td>Marc Brumbaugh - Precon Manager</td>
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<td>James Crossman - President</td>
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<td>Denver, CO 80221</td>
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<td>Rick Garcia - Superintendent</td>
<td>Y</td>
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</table>

Apparent Low Bidder

$120,399.93
L/E Wastewater Treatment Plant

CONTRACT FOR CONSTRUCTION #CFC/15-27

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this ____ day of __________, 20__, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and Colorado Lighting, Inc., whose address is 2171 E 74th Ave., Denver, CO 80229, ("Contractor"), commencing on the 11th day of FEBRUARY, 2015, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: Lighting Replacement Project 2015

WHEREAS, proposals pursuant to said advertisement have been received by the Mayor and City Council and have been certified by the Director of Utilities to the Mayor and City Council with a recommendation that a contract for work be awarded to the above named Contractor who was the lowest reliable and responsible bidder therefore, and

WHEREAS, pursuant to said recommendation, the Contract has been awarded to the above named Contractor by the Mayor and City Council and said Contractor is now willing and able to perform all of said work in accordance with said advertisement and his proposal.

NOW THEREFORE, in consideration of the compensation to be paid and the work to be performed under this contract, the parties mutually agree as follows:

A. Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached or incorporated by reference constitute and shall be referred to either as the Contract Documents or the Contract and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto and they are as fully a part of this agreement as if they were set out verbatim and in full:

- Invitation to Bid
- Contract (this instrument)
- Insurance
- Performance Payment Maintenance Bond
- Technical Specifications
- Drawings
- Spill Control, Management and Clean Up Document
- Project Manual

B. Scope of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all the work described, drawn, set forth, shown and included in said Contract Documents.

C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within ten (10) days from being notified to commence work by the Director of Utilities and agrees to fully complete said work by December 31, 2015, plus such extension or extensions of time as may be granted by the Director of Utilities in accordance with the provisions of the Contract Documents and Specifications.
D. Indemnification: The city cannot and by this Agreement/Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity, for any purpose. The Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including Worker’s Compensation claims, in any way resulting from or arising out of this Agreement/Contract: provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City’s officers, agents and Employees.

E. Accidental Spills and/or Releases of Chemicals, Process Wastewater or Other Unpermitted Substances to the Site If a release of chemicals, process wastewater or other unpermitted substance is spilled, leaked, or otherwise released to the environment or Site, by CONTRACTOR, subcontractors, suppliers, or anyone else for whom CONTRACTOR is responsible, CONTRACTOR will take immediate steps to secure or otherwise isolate such condition, immediately notify the Littleton/Englewood Wastewater Treatment Plant staff and contain and clean up any such substance or spill. CONTRACTOR is responsible for making all notifications and complying with all regulatory requirements related to such an incident. Any waste generated as a result of a spill, leak, or other release to the environment or Site by CONTRACTOR, subcontractors, suppliers, or anyone else for whom CONTRACTOR is responsible shall become the property of CONTRACTOR and shall be disposed of in accordance with all applicable requirements. In addition to cleanup and disposal costs, CONTRACTOR is responsible for all costs associated with demobilization, remobilization, medical examinations, and all other costs, claims, losses, and damages, including but not limited to attorney fees and litigation costs as well as fines and penalties, incurred by Littleton/Englewood Wastewater Treatment Plan as a result of any substance or material that is spilled, leaked, or otherwise released to the environment or Site by CONTRACTOR, subcontractors, suppliers, or anyone else for whom CONTRACTOR is responsible.

F. Termination of Award for Convenience: The City may terminate the award at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event all finished or unfinished service, reports, material(s) prepared or furnished by the Contractor after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the Contractor will be paid that amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful firm agreed to perform under this award, less payments of compensation previously made. If the award is terminated due to the fault of the Contractor the clause relating to termination of the award for cause shall apply.

G. Termination of Award for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the Contractor shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.

Notwithstanding the above, the Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of breach of the award by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor is determined.
H. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor’s proposal attached and made a part hereof, the total estimated cost thereof being One Hundred Twenty Thousand Three Hundred Ninety Nine and 93/100 ($120,399.93). A 5% retainage of the awarded project amount will be withheld until final inspection and acceptance by the Project Manager.

I. Appropriation of Funds: At present, $120,399.93 has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, the parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement/Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City’s current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated. The City shall immediately notify the Contractor or its assignee of such occurrence in the event of such termination.

J. Liquidated Damages: The City and Contractor recognize that time is of the essence in this Agreement because of the public interest in health and safety, and that the City will suffer financial loss, and inconvenience, if the Work is not complete within the time specified in the bid documents, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by the City if the Work is not complete on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay the City $0 for each day that expires after the time specified for substantial completion until the Work is complete, and $0 for each day that expires after the time specified for final completion until the Work is finally complete.

K. Assignment: Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.

L. Colorado Labor Law: If this project is for a public works project or public project, as defined in Section 8-49-102(2) C.R.S. the contractor shall comply with 8-17-101 C.R.S. which requires the contractor to use at least eighty percent (80%) Colorado labor for any public works project financed in a whole or in part by State, counties, school districts, or municipal monies.

M. Contract Binding: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.

N. Contractors Guarantee: The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of one (1) year from all causes arising from defective
workmanship and materials, and to make all repairs arising from said causes during such period without further compensation. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of Utilities whose decision upon the matter shall be final and obligatory upon the Contractor.

VERIFICATION OF COMPLIANCE WITH C.R.S. 8-17.5-101 ET SEQ. REGARDING HIRING OF ILLEGAL ALIENS

(a) Employees, Contractors and Subcontractors: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor 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: Contractor 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. Contractor 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 Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:

(1) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the sub-contract with the subcontractor if, within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with the illegal alien.

(d) Duty to Comply with State Investigation: Contractor 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 Contractor's breach of any section of this paragraph or provisions required pursuant to C.R.S. 8-17.5-102. Contractor 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first written above.
CITY OF ENGLEWOOD

By: ___________________________________________ Date: ______________________
   (Department Director)

By: ___________________________________________ Date: ______________________
   (City Manager)

By: ___________________________________________ Date: ______________________
   (Mayor)

ATTEST: _________________________________________
          City Clerk

________________________________________________
Colorado Lighting, Inc.
Contractor (print company name)

By: ________________________ Date: ____________
   (Signature)
   Scott Kelley
   Account Manager

(State of) (County of)

On this __________ day of ______________________, 20___ before me personally appeared Scott Kelley, known to me to be the Account Manager of Colorado Lighting, Inc., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires _____________________________

SCHEDULE A

1000 Englewood Parkway, Englewood, Colorado 80110 Phone (303) 762-2412 Fax (303) 783-6951 www.englewoodgov.org
1. **GENERAL**

Owner: City of Englewood  
Contractor: Colorado Lighting Inc.  
Date of Execution: see page one (1) of this Contract

2. **NAMES OF PROJECT COORDINATORS**

Gunter Ritter, Construction Manager for this Project

3. **SUMMARY OF PURPOSE FOR STATEMENT OF WORK**

The Lighting Replacement Project 2015 is part of a multi-year initiative to replace aged and energy intensive fixtures with new, high efficient LED light fixtures. The goal is to provide safe and productive lighting, while at the same time reducing energy and maintenance expenditures. The 2015 Project will replace fixtures in the South Digester Complex Building of the Littleton/Englewood WWTP.

4. **EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY (IF ANY)**

Not applicable.

5. **OTHER CONSULTANT RESOURCES**

Not applicable.

6. **DESCRIPTION OF WORK PRODUCT AND DELIVERABLES**

The Littleton/Englewood Wastewater Treatment Plant (LEWWTP) “Lighting Replacement Project 2015” entails the improvement and upgrade of the existing lighting systems with new and more energy efficient equipment.

7. **SPECIAL TERMS, IF ANY**

Not applicable.

8. **MODE OF PAYMENT**

Contractor to submit pay application. Owner will pay by check.

9. **PAYMENT SCHEDULE**
City will pay Contractor for the work in accordance with the following payment schedule. All payments to Contractor are contingent on Contractor’s satisfying the Deliverables/Milestones set forth in the Payment Schedule. Payments shall be made upon City’s written confirmation to Contractor that the Deliverables-Milestones have been satisfied.

The Contractor may apply for progress payment at 50% project completion and at project completion.

10. SCHEDULE AND PERFORMANCE MILESTONES

This schedule sets for the target dates and performance milestones for the preparation and delivery of the Deliverables by Contractor.

Per Terms of Performance of this Contract on page one (1).

11. ACCEPTANCE AND TESTING PROCEDURES

Acceptance of the work will be by the Construction Manager of this Project.

12. LOCATION OF WORK FACILITIES

Not applicable.

IN WITNESS WHEREOF, pursuant and in accordance with the Contract for Construction between the parties hereto dated ________________, 20__, the parties have executed this Statement of Work as of this _____ day of ________________, 20__.

CITY OF ENGLEWOOD, COLORADO

By: ______________________________
    (Director Signature)

______________________________
    (Print Name)

Title: ______________________________

Date: ______________________________

Contractor’s Name

By: ______________________________
    (Contractor’s signature)

______________________________
    (Print Name)

Title: ______________________________

Date: ______________________________
INSURANCE

Insurance Limits:

The Contractor shall carry throughout the life of the contract the insurance listed below:

<table>
<thead>
<tr>
<th>Minimum Limits</th>
<th>$1,000,000</th>
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<tr>
<td>Public Liability</td>
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<tr>
<td>Property Damage</td>
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</table>

Under Section B

Under Section C

Public Liability and Property Damage Insurance:

The Contractor shall maintain during the life of this contract, Public Liability and Property Damage Insurance acceptable to the City, covering the work contracted and all operations in connection herewith, and whenever any of the work covered in the Contract is to be sublet, Contractor's Contingent or Protective Liability and Property Damage Insurance. Such insurance shall provide limits not less than those called for in these Special Provisions.

Automobile Liability and Property Damage Insurance:

Whenever the work covered by the Contract shall involve the use of automotive equipment, the Contractor shall maintain during the life of the contract, Automobile Public Liability and Property Damage Insurance. This insurance shall provide limits not less than those called for in these Special Provisions to protect the Contractor from any and all claims arising from the use of the following in the execution of the work included in the contract:

1. Contractor's own automobile and trucks.
2. Hired automobiles and trucks.
3. Automobiles and trucks not owned by the Contractor.

Such insurance shall cover the use of automobiles and trucks both on and off the site of the project.

Workers Compensation:

The Contractor shall comply with the Workers' Compensation Act of Colorado and shall provide compensation insurance to protect the City from and against any and all Workers' Compensation claims arising from performance of the work under this contract. Workers' Compensation insurance must cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, as well as the Employers' Liability within the minimum statutory limits.

Liability:

The Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death to any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind, or nature, including Workmen's Compensation claims, of or by any whomsoever, in any way resulting from or arising out of the operation in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or his sub-contractors. Insurance coverage specified herein and in the
Special Conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

All Certificates of Insurance shall be provided to the City prior to the undertaking of any work and prior to a Purchase Order being issued. The completed Certificate of Insurance shall be sent to:

Procurement Specialist  
City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110

With an additional copy sent to:

Management of Risk Administrator:  
City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110
PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS That we ___________________ hereinafter called the Principal, and ___________________ hereinafter called the Surety, are jointly and severally held and firmly bound unto THE CITY OF ENGLEWOOD, County of ARAPAHOE, State of COLORADO, hereinafter called the Owner, in the sum of ___________________ ($ ___________), lawful money of the United States of America, to be paid to the Owner for the payment whereof the Principal and Surety hold themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly bound by these presents.

WHEREAS, the Principal has, by means of a written agreement dated ___________________, entered into a Contract with the Owner for the construction of ___________________, which Contract is by reference made a part hereof the same as though fully set forth herein;

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST, The Principal shall: (1) faithfully perform said Contract on Principal's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the Owner from all costs and damages which said Owner may incur in making good any default.

SECOND, To the extent permissible by law, the Principal shall protect, defend, indemnify and save harmless the Owner, the Architect-Engineer, and their officers, agents, servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property, including in part the loss of use, resulting therefrom, based upon or allegedly based upon any act, omission or occurrence of the Principal, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Principal's direction and control (regardless of whether or not cause in part by a party indemnified hereunder), and arising out of, occurring in connection with, resulting from, or caused by the performance or non-performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services.

THIRD. The Principal shall pay all persons, firms and corporations, all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment used or rented in the performance of Principal's Contract.

Contractor's Guarantee. The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of one (1) year from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation, and shall keep the same in said work and repair without further compensation for a period of one (1) year from and after completion and acceptance thereof by the City. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of _________, whose decision upon the matter shall be final and obligatory upon the Contractor.

Every Surety on this bond shall be deemed and held, any Contract to the Contrary notwithstanding, to consent without notice:

1. To any extension of time to the Contractor in which to perform the Contract.

2. To any change in the Plans, Drawings, Specifications, Contract or other Contract Documents, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
Further, every Surety on this bond shall pay to this Owner all costs and attorney fees necessary to enforce the provisions on the bond provisions contained herein.

Unless prohibited by law, an action on the payment and performance provisions of this bond may be brought by the Owner or any person entitled to the benefits of this bond at any time within five years from date of final settlement of the Contract, and under the maintenance provisions of this bond an action may be brought within five (5) years from the time the cause of action arises.

Principal and Surety are jointly and severally liable under the provisions hereof and action against either or both may proceed without prior action against the other, and both may be joined in one action.

SIGNED AND SEALED THIS ___ day of ______________________, 20__.

IN PRESENCE OF: ________________________________

ATTEST: (As to Corporation)

By: __________________________________________

Name Title

Secretary

(CORPORATE SEAL)

SIGNED AND SEALED THIS ___ day of ______________________, 20__.

IN PRESENCE OF: ________________________________

By: __________________________________________

Name Title

Surety

By: __________________________________________

Attorney in fact

(SEAL OF SURETY)

COUNTERSIGNED: ________________________________

By: __________________________________________

Resident Agent (Print Name Below)

(Accompany this bond with Attorney-in-fact's authority from the Surety to execute the bond, certified to include the date of the bond.)

Approved for the City of Englewood: By: ________________________________

City Manager
End of Document
### COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Date</th>
<th>Agenda Item</th>
<th>Subject:</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 18, 2015</td>
<td>11 c iv</td>
<td>Contract for Recreation Center HVAC Installation</td>
</tr>
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**INITIATED BY:**
Public Works

**STAFF SOURCE:**
Michael Hogan
Facilities and Operations Manager

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City of Englewood’s Mission is to promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity.

Staff has discussed the Englewood Recreation Center HVAC replacement project with City Council at the February 2, 2015 and February 16, 2015 Study Sessions. Council approved a contract with Colorado Mechanical Systems at its March 2, 2015 meeting. Staff met with Council regarding the subsequent associated challenges with this contract at the May 11, 2015 City Council Study Session.

### RECOMMENDED ACTION

Staff recommends that City Council approve by motion a contract with American Mechanical Services for the **Recreation Center HVAC Replacement Project**, (ITB-14-022) in the amount of **$667,426.00** as the second lowest acceptable bidder, **American Mechanical Services (AMS)**

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Council approved a contract for **$594,800** to Colorado Mechanical Systems (CMS) at the March 2, 2015 Council meeting as the lowest responsible bidder for the Recreation Center HVAC Replacement Project. CMS did not follow through with their contract and the City was forced to look to the second lowest bidder, American Mechanical Services (AMS).

AMS placed an original bid for **$724,509**. AMS value engineered the project and was able to lower the costs of installation to **$667,426**, generating a savings for the city of **$57,083**. AMS will also provide the City savings realized during the project through further value engineering.

The City will also contract the services of an environmental monitoring vendor to monitor and test the air quality before, during and after the project to ensure ASHRAE standards for ventilation are met or exceeded.
FINANCIAL IMPACT

Costs associated with the project are as follows:

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<td>Original Project Funds</td>
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<td>Supplemental Appropriation 3/2/2015</td>
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<td><strong>Total Funding</strong></td>
<td><strong>$821,000</strong></td>
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<tr>
<td>Equipment Package TRANE PO# 150424</td>
<td>$193,140</td>
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<tr>
<td>Xcel Energy Rebates</td>
<td>$-36,300</td>
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<tr>
<td>American Mechanical Services</td>
<td>$667,426</td>
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<tr>
<td>Construction Contingency</td>
<td>$ 15,000</td>
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<tr>
<td>S&amp;R Environmental</td>
<td>$ 17,250</td>
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<tr>
<td><strong>Total Cost</strong></td>
<td><strong>$856,516</strong></td>
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<tr>
<td><strong>Additional Appropriation Needed</strong></td>
<td><strong>$35,516</strong></td>
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</table>

City Council is being asked to consider the additional appropriation needed for this project through a supplemental appropriation. (See agenda item 9 c i.)

LIST OF ATTACHMENTS

American Mechanical Services of Denver Project Services
Contract
American Mechanical Services of Denver LLC will provide Project Services at: City of Englewood
Recreation Center
1155 W Oxford Ave.
Englewood, CO 80110

Bid price given Jan 15th, 2015 ($724,590.00)

<table>
<thead>
<tr>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>Consumables</td>
<td>$4,135.00</td>
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<tr>
<td>Warranty</td>
<td>$1,557.00</td>
</tr>
<tr>
<td>Permit Fee(s)</td>
<td>$730.00</td>
</tr>
</tbody>
</table>

Total of Value Engineering savings (above)                                     $57,164.00

New/revised Bid price (April 29th, 2015)                                       $667,426.00
CONTRACT FOR CONSTRUCTION #CFC/15-28

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this ___ day of ________, 20__, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and American Mechanical Services of Denver, LLC, whose address is 6810 S. Tucson Way Centennial, Colorado 80112, ("Contractor"), commencing on the 14th day of November, 2014, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: Recreation Center HVAC Replacement Project

WHEREAS, proposals pursuant to said advertisement have been received by the Mayor and City Council and have been certified by the Director of Public Works to the Mayor and City Council with a recommendation that a contract for work be awarded to the above named Contractor who was the second lowest reliable and responsible bidder therefore, and

WHEREAS, pursuant to said recommendation, the Contract has been awarded to the above named Contractor by the Mayor and City Council and said Contractor is now willing and able to perform all of said work in accordance with said advertisement and his proposal.

NOW THEREFORE, in consideration of the compensation to be paid and the work to be performed under this contract, the parties mutually agree as follows:

A. Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached or incorporated by reference constitute and shall be referred to either as the Contract Documents or the Contract and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto and they are as fully a part of this agreement as if they were set out verbatim and in full:

- Invitation to Bid - ITB-14-022
- Contract (this instrument)
- Insurance
- Performance Payment Maintenance Bond
- Technical Specifications
- Drawings sheets and Plans - M KK Engineering - November 17th, 2014
- AMS Project Agreement Proposal #J1558-Revised - April 29th, 2015 - Attached

B. Scope of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all the work described, drawn, set forth, shown and included in said Contract Documents.

C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within ten (10) days from being notified to commence work by the Director of Public Works and agrees to fully complete said work by October 31st, 2015, plus such extension or extensions of time as may be granted by the Director of Public Works in accordance with the provisions of the Contract Documents and Specifications.

CONTRACT FOR CONSTRUCTION #CFC/15-28
D. **Indemnification:** The city cannot and by this Agreement/Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity, for any purpose. The Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including Worker's Compensation claims, in any way resulting from or arising out of this Agreement/Contract: provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and Employees.

E. **Termination of Award for Convenience:** The City may terminate the award at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event all finished or unfinished service, reports, material(s) prepared or furnished by the Contractor after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the Contractor will be paid that amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful firm agreed to perform under this award, less payments of compensation previously made. If the award is terminated due to the fault of the Contractor the clause relating to termination of the award for cause shall apply.

F. **Termination of Award for Cause:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the Contractor shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.

Notwithstanding the above, the Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of breach of the award by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor is determined.

G. **Terms of Payment:** The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being Six Hundred Sixty Seven Thousand Four Hundred Twenty Six Dollars and Zero Cents. ($667,426.00). A 5% retainage of the awarded project amount (¶33,371.30) will be withheld from the initial pay applications until final inspection and acceptance by the Director of Public Works and or the Project Manager.
H. Appropriation of Funds: At present, $667,426.00 has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, the parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement/Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated. The City shall immediately notify the Contractor or its assignee of such occurrence in the event of such termination.

I. Liquidated Damages: The City and Contractor recognize that time is of the essence in this Agreement because of the public interest in health and safety, and that the City will suffer financial loss, and inconvenience, if the Work is not complete within the time specified in the bid documents, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by the City if the Work is not complete on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay the City $0.00 for each day that expires after the time specified for substantial completion until the Work is complete, and $0.00 for each day that expires after the time specified for final completion until the Work is finally complete.

J. Assignment: Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.

K. Contract Binding: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.

L. Colorado Labor Law: If this project is for a public works project or public project, as defined in Section 8-49-102(2) C.R.S. the contractor shall comply with 8-17-101 C.R.S. which requires the contractor to use at least eighty percent (80%) Colorado labor for any public works project financed in a whole or in part by State, counties, school districts, or municipal monies.

M. Contractors Guarantee: The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of one (1) year from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of Public Works whose decision upon the matter shall be final and obligatory upon the Contractor.
VERIFICATION OF COMPLIANCE WITH C.R.S. 8-17.5-101 ET SEQ. REGARDING HIRING OF ILLEGAL ALIENS

(a) Employees, Contractors and Subcontractors: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor 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: Contractor 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. Contractor 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 Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:

(1) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the sub-contract with the subcontractor if, within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with the illegal alien.

(d) Duty to Comply with State Investigation: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation by that Department in 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 Contractor's breach of any section of this paragraph or provisions required pursuant to C.R.S. 8-17.5-102. Contractor 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.
CONTRACT FOR CONSTRUCTION #CFC/15-28
Recreation Center HVAC Replacement Project

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first written above.

CITY OF ENGLEWOOD

By: ___________________________ Date: ________________
(Department Director)

By: ___________________________ Date: ________________
(City Manager)

By: ___________________________ Date: ________________
(Mayor)

ATTEST: ___________________________
City Clerk

American Mechanical Services of Denver LLC

________________________
(Signature) Ronald E. Timmons, Vice President
(Print name and Title)

STATE OF ____________
COUNTY OF ____________ ss.

On this ____________ day of ____________, 2016, before me personally appeared Ronald E. Timmons, known to me to be the Vice President of American Mechanical Services of Denver, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires: ________________

CHERYL A. DRUGAN
NOTARY PUBLIC
STATE OF COLORADO
Notary ID 1997618238
My Commission Expires 9/30/2017
SCHEDULE A
CONTRACT FOR CONSTRUCTION #CFC/15-28
OUTLINE OF STATEMENT OF WORK

1. GENERAL

American Mechanical Services of Denver, LLC
6810 S. Tucson Way
Centennial, Colorado 80112
Phone: 303-806-7300
Fax: 303-806-7350

CONTRACT FOR CONSTRUCTION #CFC/15-28
Recreation Center HVAC Replacement Project

2. NAMES OF PROJECT COORDINATORS

Jeremy Romero
American Mechanical Services
Special Projects/Project Manager
6810 S. Tucson Way
Centennial, CO 80112

Michael Hogan
City of Englewood
Facilities and Operations Manager
2800 South Platte River Drive
Englewood, CO 80110

3. SUMMARY OF PURPOSE FOR STATEMENT OF WORK

City of Englewood Invitation to Bid - ITB-14-022

The City of Englewood’s objective is to hire a qualified and competent Contractor to provide all labor, materials and equipment necessary to remove the existing HVAC System and Replace with a new system per the attached specifications at the Englewood Recreation Center located at 1155 W Oxford Avenue, Englewood, Colorado. The work for this project consists of the following:
1. Removal of existing forced draft interior cooling tower.
2. Removal of existing indirect cooling coils in three existing air handling units.
3. Removal of existing thermal solar panels and the connected piping, equipment and appurtenances.
4. Removal and replacement of existing air-to-air heat exchangers.
5. Removal and replacement of existing supply and return fans.
6. Installation of Owner Furnished Air Cooled Chiller, structural support system and roofing repairs as required for chiller installation.
7. Installation of new chilled water pumps, chilled water coils, storage tank, glycol feeder and hydronic appurtenances.
8. Controls for installed equipment as indicated.
SCHEDULE A
CONTRACT FOR CONSTRUCTION #CFC/15-28

4. EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY (IF ANY)

5. OTHER CONTRACTOR RESOURCES

6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

   City of Englewood Invitation to Bid - ITB-14-022
   Drawings sheets and Plans - MKK Engineering – November 17th, 2014
   AMS Project Agreement Proposal #J1558-Revised – April 29th, 2015 – Attached

7. SPECIAL TERMS, IF ANY

8. MODE OF PAYMENT

9. PAYMENT SCHEDULE

   City will pay Contractor for the work in accordance with the following payment schedule. All payments
to Contractor are contingent on Contractor’s satisfying the Deliverables/Milestones set forth in the
Payment Schedule. Payments shall be made upon City’s written confirmation to Contractor that the
Deliverables-Milestones have been satisfied.

   Payment Applications will be made to the project manager for the City of Englewood at the first of each
month. Percentages will be based on current project completion. The City shall have 30 days to verify
completion percentages, request adjustments, and to process payment. No fees shall be incurred by
the City of Englewood for delayed payments.

10. SCHEDULE AND PERFORMANCE MILESTONES

11. ACCEPTANCE AND TESTING PROCEDURES

12. LOCATION OF WORK FACILITIES

   Substantially all of the work will be conducted by Contractor at its regular office located in Centennial
Colorado. The City will NOT provide City office space. City will provide support as it agrees may be
appropriate, at its Englewood Recreation Center facility.

IN WITNESS WHEREOF, pursuant and in accordance with the Contract for Construction between the parties
hereto dated ____________, 20___, the parties have executed this Statement of Work as of this ______
day of ____________, 20___.

CITY OF ENGLEWOOD, COLORADO

By: _________________________________
    (Signature)

    _________________________________
    (Print Name)

Title: _______________________________

Date: _______________________________

American Mechanical Services

By: _________________________________
    (Signature)

    _________________________________
    (Print Name)

Title: Vice President

Date: ______/7/16

1000 Englewood Parkway
Englewood, CO 80110
INSURANCE

Insurance Limits:

The Contractor shall carry throughout the life of the contract the insurance listed below:

<table>
<thead>
<tr>
<th>Section</th>
<th>Minimum Limits</th>
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<tbody>
<tr>
<td>B</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Public Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>C</td>
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<tr>
<td>Property Damage</td>
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</tr>
</tbody>
</table>

Public Liability and Property Damage Insurance:

The Contractor shall maintain during the life of the contract, Public Liability and Property Damage Insurance acceptable to the City, covering the work contracted and all operations in connection herewith, and whenever any of the work covered in the Contract is to be sublet, Contractor's Contingent or Protective Liability and Property Damage Insurance. Such insurance shall provide limits not less than those called for in these Special Provisions.

Automotive Liability and Property Damage Insurance:

Whenever the work covered by the Contract shall involve the use of automotive equipment, the Contractor shall maintain during the life of the contract, Automotive Public Liability and Property Damage Insurance. This insurance shall provide limits not less than those called for in these Special Provisions to protect the Contractor from any and all claims arising from the use of the following in the execution of the work included in the contract:

1. Contractor's own automobile and trucks.
2. Hired automobiles and trucks.
3. Automobiles and trucks not owned by the Contractor.

Such insurance shall cover the use of automobiles and trucks both on and off the site of the project.

Workers Compensation:

The Contractor shall comply with the Workers' Compensation Act of Colorado and shall provide compensation insurance to protect the City from and against any and all Workers' Compensation claims arising from performance of the work under this contract. Workers' Compensation insurance must cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, as well as the Employers' Liability within the minimum statutory limits.

Liability:

The Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death to any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind, or nature, including Workmen's Compensation claims, of or by any whomsoever, in any way resulting from or arising out of the operation in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or his sub-contractors. Insurance coverage specified herein and in the Special Conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.
All Certificates of Insurance shall be provided to the City prior to the undertaking of any work and prior to a Purchase Order being issued. The completed Certificate of Insurance shall be sent to:

Procurement Administrator  
City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110

With an additional copy sent to:

Management of Risk Administrator:  
City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110
American Mechanical Services of Denver, LLC
6810 S. Tucson Way
Centennial, CO 80112
Phone: 303-806-7300
Fax: 303-806-7350

City of Englewood-Facilities & Operations
2800 S. Platte River Drive
Englewood, CO 80110
Attn: Michael Hogan
Phone: 303-762-2540
E-Mail: MHogan@englewoodgov.org

American Mechanical Services of Denver LLC will provide Project Services at:
City of Englewood
Recreation Center
1155 W. Oxford Ave.
Englewood, CO 80110

Bid price given Jan 15th, 2015 ($724,590.00)

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Consumables $4,135.00
Warranty $1,557.00
Permit Fee(s) $730.00

Total of Value Engineering savings (above) $57,164.00

New/revised Bid price (April 29th, 2015) $667,426.00

SCOPE OF WORK: Mechanical Modifications

Per Plans and Specifications by MKK Consulting Engineers dated November 17th, 2014
Drawing: Mechanical – MP1.01; M2.01; M2.02; M3.01; M3.02; M5.01; M7.01; M7.02.
Electrical – E1.01; E2.01; E3.01; E3.02; E4.01
Structural – S1.1
To include following Clarifications and Exclusions

INCLUDED CLARIFICATIONS:

a) Labor during normal working hours of 7:00 AM to 4:30 PM Monday through Friday
b) Includes applicable Taxes and Permits per city of Englewood Representative (Hope Jones)
c) Piping systems: chilled water only
d) Bond or associated fees
e) Building Permit is a no fee permit
f) Plan review fee included
g) Dumpster fees
h) Cutting and patching of HVAC openings (i.e., roof, drywall, floors, etc.)
i) Roofing, Electrical, Fire Protection, Temperature Controls, Sheet Metal, Balancing (air or water)
j) VFD’s, (Variable Frequency Drives), Magnetic Motor Starters
k) Concrete coring
l) Concrete Equipment (Housekeeping) pads
m) Harmonic analysis, on VFD’s (Need current set of electrical drawings)
n) Removal/disposal of solar panel(s) and associated materials on roof, capping of piping above roof, drainage and disposal of glycol solution in solar system, removal/disposal of designated solar exchanger in pool room, piping and removal of existing piping from exchanger to plastic piping and cap plastic piping.
o) Removal of existing coils and installation of new chilled water coil(s) in designated AHU’s.
p) Reduce full time supervision, per original spec's, by 50%, approximately, and plan for project manager and field superintendent to provide supervision/regular job inspection/visits to assess and check job status/progress at regular/daily intervals.

EXCLUSIONS: Any task not specified in the above Scope of Work to Included Clarifications & Exclusions

- Cost incurred if General Contractor needs to be in 1st permit position Per Englewood Building Department
- Additional time required for Drawing/Plan submittals and approval by Englewood Building Department
- Additional time required to meet owner's project schedule based on delivery of owner furnished equipment, approval from Englewood Building Department, when actual project schedule is created/finalized
- Purchasing of ACC-1; HRC-1 or HRC-2
- Startup and/or warranty for owner furnished equipment
- Maintaining owner furnished equipment through Warranty period
- Hydronic Heating Insulation repairs/cleaning to piping, coils, or equipment
- Redesign, alteration to or replacement of Fire Protection system
- Cleaning and/or repairs of/for existing AHU-1, 2, 3, (other than installation of new cooling coils & removal of Evaporative Cooling Media)
- Traps, filters and testing on VFD's
- IEEE-519 compliance is a system dependent—therefore excluded
- Existing Pipe, Duct or Equipment cleaning
- Smoke/Fire Dampers
- Duct Smoke Detectors
- Exhaust, Return, and Outside Air dampers for AHU-1, 2, 3, or HRU-1 & 2.
- Temporary heat, filters, ventilation and cooling, domestic water.
- Coordination drawings/CADD drawings
- Dampers not shown on drawings
- Fire alarm termination, duct smoke detection
- Premium labor, nights, weekends or holidays
- Warranty or repair of any existing equipment and/or controls.
- Existing isolation valves/cutoff switches, all to be in working order and functional
- Failure of existing press-stud, clamp, clip, fasteners, cover, access opening, piping connections
- Painting
- Architectural, Electrical, Mechanical, Structural Engineering, load survey, and drawings
- Electrical power wiring and/or control wiring not covered by the above referenced drawings
- Re-use and tie-in of existing controls or any control work (Other than mentioned above)
- Quick ship premiums
- Concrete saw cut, breakout, removal or replacement
- Backflow preventer(s) (Primary/Secondary) (other than shown on drawings)
- Outside utilities, including gas, sanitary sewer, storm sewer, domestic water in excess of 5' of building foundational footprint
- Additional costs incurred for excavation of extremely hard soils, rock and foreign substances or buried utilities, de-watering and developmental fees (may or may not be applicable)
- Any additional time due to, but not limited to national emergencies, local emergencies, security issues that cause a work slow down or stoppage, other issues caused by the nature of this facility beyond AMS control
- Costs due to unforeseen hazards, engineering discrepancies and delays in work due to circumstances beyond AMS's control
- Asbestos abatement and/or hazardous materials, waste removal and disposal. While it is often possible to “suspect” that a material or product is for contains asbestos by visual determination, actual determinations can only be made by instrumental analysis. Until a product is tested, it is best to assume that the product contains asbestos. Determination of the existence and abatement of all asbestos is the responsibility of the owner
- Piping Systems: hydronic heating/cooling; steam, steam condensate return; refrigeration; air piping; domestic hot/cold/hot recirculation; storm; sanitary wastewater
- Removal and disposal of remaining HRU-2, existing Cooling Tower and circulating pumps in pump room
- Late day fee(s)/penalties will not be assessed.
- Revisions or change orders to the above referenced project documents.

This work shall be provided in accordance with the Construction and Quoted Repairs Terms and Conditions contained herein. This Agreement shall constitute the entire agreement between us.

This Scope of Work/proposal is in effect for a period of fifteen (15) days after the above proposal date, and can be extended beyond this period only at the option of The Company, due to the volatility of raw materials i.e., copper and steel, etc.

For The Company:
American Mechanical Service of Denver LLC

By: ____________________________
    Ronald E. Timmons, Esq.
    Special Projects

Date: ____________________________
    April 29th, 2015
Memorandum:

To: Honorable Mayor and Members of the City Council
From: Eric A. Keck, City Manager
Date: 12 May 2015
Subject: Future Council Study Session Topic Prioritization

The subject of the future topics for City Council study sessions has arisen during the Mayor-Manager meeting this week and it was determined by the elected officials that I reach out to the entire City Council to obtain some assistance on the prioritization of these items. At the business meeting of the City Council on 18 May 2015, Mayor Penn and Mayor Pro Tem Olson will be leading a discussion with the City Council on the prioritization of items that are currently on the list. In an effort to assist the Council in this matter, I will utilize this memorandum to discuss some background information on these items and where they might reside currently.

City Attorney Duties: City Attorney Brotzman has indicated his willingness to provide the City Council with the duties laid out in the City's Charter as well as his job description. The question now is what other information or direction would the Council like to take this topic.

Fire Code Adoption: Staff is currently examining the 2015 International codes of which fire is one small section. Lance Smith, Building Official, and Laura Herblan, Fire Marshal, will have their reviews done shortly and will then be coming forward to the City Council with a proposal for the adoption of the 2015 codes including amendments that may be necessary. At this point in time, I cannot provide the Council with a date certain as to when the code analysis will be complete but we want to have the code adopted sometime this year.

Capital Project Approval Process/Purchasing Policy: Council raised the issue concerning raising the limit that the City Manager may approve before seeking the approval of Council. The administrative policy for purchasing accompanies this memorandum for the Council to review. Currently the limit for the City Manager approval is set at $25,000 for everything but utilities which is set at $50,000.

Golf Course: Staff is seeking some additional guidance with this request in that this is a large topic. Staff is currently analyzing land use, agreements, development opportunity, etc for this property but it would be beneficial to know precisely what Council hopes to glean from this study session topic.
**Alternative Financing Solutions:** This is a topic brought forward to the City by Garnett Stewart and members of the Public Banking Institute. The status of this item is that there currently is a disagreement on legal interpretation as to the legality of a municipality creating a public bank.

**River Run Easement:** Parks and Recreation Director Jerrell Black has indicated that the water intake at Union Avenue is on hold with the utilities department. Oxford storm drain is also on hold as it relates to the trail. The Big Dry Creek easement is complete but before this is brought forward, staff desired to complete the other two major easements. Final design for the project also is not complete which will dictate how and when the easements needed will come forward.

**Tale of Two Cities Presentation: What Can or Should Our City Look Like in the Future?** This is a topic that I would like to present to the City Council once we have our comprehensive plan update and our re-imagination of the City Center studies done. This will help us imagine a new future and gain some direction on some projects that will hopefully move the City forward.

**Hotel/Motel Regulations:** Staff is currently preparing legislation that will help to address how hotels/motels are regulated here in Englewood. This ordinance will be predicated upon what Greenwood Village has in place but tailored specifically to our needs here in Englewood. The goal of this legislation is to ensure that public's health, safety, and welfare.

**Public Smoking Ban:** This proposal relates to all municipal owned facilities and properties.

**Construction Defects Ordinance:** With the failure of the Colorado State Legislature addressing this matter, staff will now begin to examine construction defect legislation adopted by other municipalities to be able to determine what might work for Englewood and allow for this type of construction in our community.

**Citizen of the Year Selection Process:** Now that the Parks and Recreation Commission has created some criteria for naming of parks and facilities, we can turn our attention toward adapting this process for the selection of citizen of the year.

**Recreational Marijuana Options:** This was brought up recently and staff would like some direction on how and when this might be studied.
This document is the official policy regarding the procurement of goods and services for all City of Englewood Departments.
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Section I – Policy and Procedures Intent

Because the procurement of goods and services may be subject to intense internal and external scrutiny it is vital that all City employees making purchases on behalf of the City understand the following policies and procedures.

The intent of the Purchasing Policy and Procedures is to provide guidance on and standardize all purchasing and procurement activities. Each employee is responsible for ensuring City funds are used in a manner which assures the public that the funds they provide are used in an efficient and effective manner that furthers the public good.

The City Manager has the authority to prescribe rules, regulations, and policies necessary to control purchasing activities in accordance with the Home Rule Charter and Englewood Municipal Code.

Section II – Scope

All employees purchasing goods or services on behalf of the City of Englewood are required to adhere to the City’s Purchasing Policies and Procedures. The Englewood Environmental Foundation and the Englewood/McLellan Reservoir Foundation should also follow these policies so the public and vendors are confident the Foundations purchasing is fair and open to all qualified vendors.

Section III – Overview of General Policies

The following are general policies and guidelines for all employees purchasing goods or services on behalf of the City of Englewood.

- All purchases are for the benefit of the City of Englewood; employees should not have any personal or financial stake in the purchase of any goods or service.
- All purchases require proper authorization.
- All purchases must be accounted for in the proper fund, division, and general ledger account.
- All purchases must have required and sufficient documentation, including the payee, what was purchased, the quantity, and the amount.
- All purchases must be included in the current budget or have the City Manager’s approval to prepare a supplemental budget appropriation.
- All purchases should be of the best economic and functional advantage to the City. All purchases should be evaluated on price, quality, and functionality.
- All purchases should be made competitively to ensure the best pricing.
- Purchases should be made from local vendors whenever possible.
- All individual purchases (see glossary) should be accounted for as a single transaction and not artificially separated to avoid any requirements of this Policy.
- All purchases made using funding from outside City sources, i.e., grants, open space, etc. must comply with the City Purchasing Policies and Procedures.
- All purchases involving the use of federal, state or other intergovernmental funding must comply with all applicable laws, regulations, statutes and/or agreements.
• The City's budget for the purchase of any product or service shall not be disclosed to any potential vendor to ensure the City receives the lowest bid possible.

Section IV – Conflicts of Interest

If a potential conflict of interest exists or is perceived to exist, the employee is required to notify his or her supervisor in writing. The supervisor will forward the information to the department director who will inform the City Manager.

Section V – Duties and Functions of the Finance and Administrative Services Department

The purchasing function (FAS Department) shall serve to:

• Ensure all purchases; contracts, etc. are made in conformance with the City Charter, Code, and any other applicable state and federal laws and regulations.
• Minimize or eliminate disruptions in operations resulting from the lack of material, equipment, or supplies.
• Procure the highest quality goods and services at the lowest possible price in a timely manner.
• Avoid duplication, waste, and obsolescence with respect to the procurement of goods and services.
• Maintain good vendor relations.
• Maintain a “level playing field” so all vendors have a chance to provide goods and services to the City.
• Maintain vendor confidentiality regarding suppliers’ prices and technical information in order to preserve good business relations, reputation and competitive pricing.
• Support local suppliers—Section 114 of the Charter requires local purchases of products that are not subject to competitive bidding and are comparable to products offered by outside sources.
• Manage the disposal of items no longer of use to the City.
• Protect the City and its citizens from harm, loss, or damage related to purchasing activities.

In order to implement the following purchasing policies and procedures for the City, the duties and functions of the Finance and Administrative Services Department (FAS) are as follows:

• Provide fiscal control to ensure adequate funds are available for purchases.
• Ensure proper purchasing procedures were followed in making purchases.
• Pay vendors, maintain all purchasing and accounts payable records.
• Administer the Purchasing Card (P-Card) program.
• Maintain encumbrance and expenditure records.
• Prescribe and maintain such forms as the FAS Department shall find reasonable and necessary to implement and support the purchasing procedures contained within this policy.
• Offer periodic purchasing training as needed for City employees.
Section VI – Duties and Functions of City Departments

In order to implement the following purchasing policies and procedures of the City, the duties and functions of the departments procuring goods and/or services are as follows:

- Ensure adequate funds are budgeted and available for purchases prior to committing to any purchase.
- Ensure City policies and procedures are followed.
- Ensure all required approvals are obtained prior to purchase.
- Verify all purchases are charged to the proper accounts.
- Anticipate and communicate plans with the Purchasing Division with regard to bid contracts. The Purchasing Division may not be able to immediately accommodate unscheduled bids.
- Inspect all deliveries promptly to ensure that orders were properly filled and that materials were received in good condition.
- Ensure all employees involved in the procurement process are familiar with the policies and procedures.
- Reconcile purchasing card (P-Card) activity monthly.
- Maintain good relations with vendors.

Section VII – Authorization Levels and Required Procedures

In order to fully implement a City wide purchasing policy that will provide sufficient standardization and accountability as well as ensure a sufficient degree of operational flexibility to the City’s various departments, the following levels of purchasing and authorization limits are established:

Summary of Required Approvals and Competitive Bidding Requirements

- **$0 - $4,999**
  Designated employees have the authority to make purchases for commodities and services of up to $4,999 without quote or bids for items approved in the current year budget. No formal or competitive bids or quotations are required and the purchase is at the Buyer’s discretion.

- **$5,000 - $24,999 (50% for Enterprise)**
  Purchases between $5,000 and $24,999 ($49,999 for Enterprise Funds) require two or more written quotations from vendors unless justified in writing by requestor to purchase from a sole source. Sole source purchases must justify reasonableness of price via published price list, etc.

- **$25,000 and over ($50,000 Enterprise)**
  Purchase of supplies, materials and equipment exceeding $25,000 ($50,000 for Enterprise Funds) require formal sealed competitive bidding. Cooperative purchasing may be an option.

- **$10,000 and over**
  Purchase of supplies, materials, equipment and professional services contracts (except legal services) over $10,000 require the City Manager’s approval prior to committing to the purchase (City Manager Policy).

- Capital Expenditures (see Glossary) are subject to all Purchasing Policies and Procedures.
• Designated employees hiring anyone for Services exceeding $24,999 (General and Enterprise Funds), will be required to execute the proper contract obtained from the Purchasing Division with all required approvals prior to submitting the request for purchase order or request for payment.

• Designated employees hiring anyone for Professional Services (see Glossary) exceeding $9,999 (General and Enterprise Funds), will be required to execute a Professional Services Agreement obtained from the Purchasing Division with all required approvals prior to submitting the request for purchase order or request for payment.

• All legal services require the City Attorney's approval except for those initiated/incurred by the Municipal Court (e.g. associate judges, court-appointed counsel, etc.).

• Prior approval by the Information Technology (IT) Manager is required for all computer hardware and maintenance purchases and agreements exceeding $100.00. The IT Manager must approve ALL requests for software purchases or installations including software at no cost. The IT Division should always be consulted before committing to any hardware or software purchase to ensure functional and technical compatibility as well as internal support capability.

• The purchase of non-CERF vehicles must be coordinated with the Public Works Fleet Division Manager to ensure the City’s fleet compatibility and standards. Non-CERF vehicle purchases will require approval from the requestors’ Department Director, the Public Works Director and the City Manager.

The City Manager or his/her designee has the authority to purchase commodities, supplies and equipment under any general bid or purchase contract of the United States Government, State of Colorado or other government jurisdiction at those prices, terms and conditions if the City Manager deems the prices, terms and conditions to be lowest and best bid.

The City Manager or his/her designee may purchase goods for resale by the City on the open market or through negotiations without receiving sealed, competitive bids.

All purchases of commodities or services $5,000 and over must comply with the Purchasing/Payables Checklist or Flowchart prior to submitting a purchasing request or an accounts payable payment request. Missing or incomplete requests will be denied and returned to the originating department.

Items Requiring City Attorney Review

• All Contracts

Items Requiring City Manager Approval

The City Manager's current policy is to approve all purchases exceeding $10,000. Exceptions include:

• Sand-gravel aggregate and asphalt materials used for street construction and maintenance provided the purchases are based on a unit quantity basis.

• Wastewater and Water Distribution chemical orders provided the purchases are based on unit quantity basis.

• Sales Tax refunds, Water/Sewer refunds, Utility payments, Court refunds.
Items Requiring City Council Approval

- Purchase of Real Estate in any amount by ordinance.
- All formal sealed bids must be awarded by City Council
- All professional service contracts exceeding $24,999.

Any incurred obligations not authorized by this policy may become the responsibility of the individual in violation of the policy.

Section VIII – Purchasing Cards (P-Cards)

A purchasing card (PCard or P-Card) is a form of City payment that allows goods and services to be procured without using traditional purchasing processes. Purchasing cards are a convenient method of making routine, small purchases as well as larger purchases within the confines of the Purchasing Card Policy.

Purchasing Cards (P-Cards) are issued to City employees who are expected to follow the City’s policies and procedures related to P-Card use, including reviewing and approving transactions according to a set schedule (monthly). The City has implemented a variety of controls for each P-Card; for example, single-purchase dollar limits, monthly limits, merchant category code (MCC) restrictions, etc.

For more detailed information, please refer to the Purchasing Card (P-Card) Policy.

Section IX – Petty Cash

Petty cash funds may be used to pay for small obligations, which do not exceed $25.00 (except for bonds returned by the Municipal Court) and cannot be paid by a check, purchase order, or purchasing card (P-Card).

- Petty cash is maintained by various City departments.
- Petty cash shall be obtained through completion of a “Petty Cash Authorization” form.
- Petty cash is not to be used for labor or service expenses; these expenses should be paid by P-Card or check.
- Petty Cash may be replenished as needed.
- Petty Cash may be audited from time-to-time.
Section X – Requisition Requirements

A Requisition is the initial stage of requesting a purchase order or cash disbursement. Requisitions are to be used when purchases cannot be made with a P-Card and for the purchase of computers, software, peripherals and capital items.

No City employee shall commit the City to a vendor's terms and conditions until they have been reviewed either by Purchasing or the City Attorney. All Credit Applications are to be completed and signed by Purchasing.

**Purchase Order “PO”** type requisitions should be used for the following examples:

- Any commodities, construction or services that require the bidding process
- In instances where a purchase order is required by the vendor

**Cash Disbursement “CD”** type requisitions should be used for the following examples:

- Small dollar transactions
- Training
- Professional services (see Professional Services on Page 13)
- Technical services
- Refunds
- Any purchase that does not require a purchase order
- Non P-Card purchases

**Cash Disbursement “Open”**:

- A list of CD Opens is provided by the Accounting Division every year based on prior year purchases.
- Requisitions are not required for purchases using CD Opens.
- Invoices should be submitted to Accounts Payable with the PO number from CD Open list.
- New CD Opens may be requested from Accounts Payable and are subject to all Purchasing Policies and Procedures.

Section XI – Purchase Orders

A **Purchase Order (PO)** is a document issued by the City to a vendor indicating the type, quantity, and agreed price for products or services the vendor will provide to the City. A PO controls the purchasing of products and services from external suppliers. Sending a purchase order to a vendor constitutes a legal offer to buy products or services. Acceptance of a purchase order by the vendor usually forms a contract between the City and the seller, so no contract exists until the purchase order is accepted by a vendor.
Purchase Order requirements:

- The requesting department shall be responsible for obtaining prices, designating vendors, and preparing Purchase Order Requests in advance of the required date.
- All Purchase Order Requests must have proper approval to be converted to a Purchase Order prior to placing orders with vendors.

Section XII – Sole Source Purchases

A sole source purchase eliminates the competition for bids and is often subjected to intense scrutiny by the public and suppliers of goods and services. Sole Source purchases should be made only when a vendor has a product or service that is unique, i.e. its' product specification or service are such that no other vendor can provide a comparable service or product that would offer the same result or reasonably meet City requirements. Generally, the product or services is unique, specialized, or proprietary. Sole Source purchases should be rare as most goods and services can be procured from a variety of vendors. Competition between vendors ensures the City is receiving the best price and quality. Departments are responsible for ensuring the validity of sole source purchases and providing adequate documentation for all sole source purchases.

Section XIII – Competitive Bidding Requirements

Bidding procedures are used to provide vendors the opportunity to bid, to elicit greater vendor response, and to promote competitive pricing and innovation from vendors for the purchase of items of significant monetary value.

Purchases of supplies, materials, services, construction or equipment (excluding professional services) $25,000 or more ($50,000 or more for Enterprise Funds) require a Sealed Competitive Bid administered through the City's bidding process.

Budgeted supplies, equipment or materials in excess of the dollar bid limit indicates only that the department has planned for the purchase, it does not exempt the purchase from competitive bid if it would otherwise require one. Council approval of the Budget does not override the requirements of these policies.

Nothing herein shall be construed to prohibit the purchasing division from calling for sealed competitive bidding for any purchase of supplies, materials and equipment in any case where it is determined it is advisable to do so.

The City may utilize cooperative purchasing whenever possible through the State bid list as well as other organizations e.g., MAPO, WSCA, U.S. Communities, etc.

Developing Specifications

The requesting department is most knowledgeable regarding the form and function of their projects and is responsible for the development of specifications.
Specifications should be developed with attention to the following guidelines:

- Specifications should be concise, free of ambiguities, and provide a sound basis for competitive bidding.
- Specifications should only require features or quality levels necessary for the function or operation.
- Performance specifications are preferable to promote innovation and cost reduction.
- More than one acceptable brand name should be considered when preparing specifications.
- The use of a particular brand’s specification is discouraged; however, when such a use is justified, the bid documents must bear a statement to the effect that specifications are not intended to be restrictive and any equivalent meeting or exceeding specifications will be acceptable as determined by the City.
- Suppliers should not be used to prepare specifications.

If changes to specification are necessary after the bids have been published and advertised, such changes will be accomplished using an addendum. Any such addendum will be sent to all bidders.

All bids requiring the performance of services by a vendor shall be reviewed to determine if a bid bond, performance bond, payment bond, Worker’s Compensation insurance, General Liability insurance, and Auto Liability insurance are required.

**Project Coordination**

The department director, in which the project is budgeted, or his or her designee, shall serve as the City Project Manager for the project. The responsibilities of the City Project Manager are as follows:

- Review all plans, specifications, bid documents, and contracts prior to distribution to ensure adequacy and conformance to City standards.
- Ensure that all bid documents, contracts, general conditions, special conditions and bond forms are reviewed by the Purchasing Division, other than standard forms, prior to distribution.
- Recommend and coordinate issuance of the “Notice to Proceed.”
- Act as the City liaison with consultants, engineers, architects, and other professionals responsible for contract administration, including general contractors.
- Review all periodic payment requests and coordinate processing of such requests.
- Review and recommend action on any contract change orders.
- Inform the City Manager of the contract progress and any problem areas.
- Coordinate financial status of contract with the FAS Director.
- Initiate the release of retainage, performance bond, and appropriate advertising.

**Retainage**

Retainage is a portion of the contract price that is deliberately withheld from payment until the work is complete or substantially complete to assure the contractor or subcontractor(s) will satisfy its’
obligations and complete the construction project. The City of Englewood holds five (5) percent of the contract amount in retainage. State Statutes dictate the amount of retainage the City of Englewood can require so it is important to stay current on any changes introduced or enacted by the state legislature.

**Bid Documentation Requirements**

All bid documents become public information upon completion of the bid opening. Bid documents are filed and retained in the Purchasing Division and contain the following information, as applicable to the specific project:

- Instructions to bidders
- Where the bidder can obtain bid documents
- Any costs of bid documents
- Bid submittal deadline
- Date, time, and location of bid openings
- Any bond and/or insurance requirement
- Any special requirements
- A statement that the City reserves the right to reject any and all bids, and accept the bid deemed to be the lowest cost from the most reliable and responsible bidder
- Form of contract to be signed
- General conditions
- Minimum specifications
- Bid proposal form
- Delivery date or completion date
- Period of bid validity
- Scope of work and/or project description
- Addendums

All bids requiring labor to be performed at a City owned site shall require, as applicable:

- Performance Bond (above $50,000 both General and Enterprise Funds)
- Payment Bonds (above $50,000 both General and Enterprise Funds)
- Certificates of Liability
- All Risk Property Insurance
- Workers' Compensation and Employers Liability Insurance
- Excess Liability
- Cyber Liability
- Errors and Omissions Insurance

All bids requiring the contractor to provide a Certificate of Liability (COL) will name the *City as an additional insured*. The COL must detail the department, work to be performed and a description of
the property and/or activity/operation that it covers and the expected contract completion date. The COL amounts for the following insurance coverages are:

General Liability:
- $1,000,000 each occurrence
- $2,000,000 general aggregate

Automobiles:
- $1,000,000 combined single limit

All required bonds and insurance shall be in the amount mandated by Colorado State Statutes.

Bid Evaluation

In addition to the bid amount, additional factors need to be considered as an integral part of the bid evaluation process, including, but not limited to:

- The bidder's ability, capacity and skill to perform within the specified time limits.
- The bidder's experience, reputation, efficiency, judgment and integrity.
- The quality, availability and adaptability of the supplies or materials bid.
- The bidder's past performance.
- Sufficiency of bidder's financial resources to fulfill the contract.
- The bidder's ability to provide future maintenance and/or service.
- Other applicable factors as the City determines necessary or appropriate (such as compatibility with existing equipment or hardware).

If a bid other than the low bid is recommended, the requesting department must demonstrate how that bid serves the best interests of the City and obtain City Council approval.

Change Orders

A Change Order is required when an amendment (due to unforeseen circumstances) to an existing contract is necessary. A well thought out contract should eliminate the need for most change orders. Multiple change orders or a change order at the onset of a project may indicate a contractor did not submit a legitimate initial bid or the project specifications were inadequate. If a contractor submits a change order at the onset of a project, the project manager should review the change order to determine if the change order is due to unforeseen circumstances, if not, the change order should be denied. All change orders need to be on a Change Order Form (provided by the Purchasing Division) with a clear and detailed reason for the change order. The project manager is responsible for the initial approval of all change orders. If a change order is necessary, the following guidelines are used for approval of the change order:
• Change order requests of $4,999.99 or under (but not more than 10% of the original contract amount) shall be in writing and approved by the Project Manager and Department Director.
• Change order requests of $5,000 or more (or more than 10% of the original contract amount) shall be in writing and approved by the Project Manager, Department Director, and City Manager.
• A completed Change Order Request Form and documentation from the vendor must accompany every change order.
• A requisition must be created for all change orders.

Section XIV - Emergency Purchases

City Charter allows that “In cases of emergency affecting the public property, health, peace or safety, City Council may waive all provisions for competitive bidding and direct the purchasing division to purchase necessary supplies in the open market at not more than commercial prices. Lack of planning or non-compliance with the City’s purchasing policies is not a valid reason for an emergency purchase.

Section XV - Professional Services

Agreements for the procurement of professional services, including architectural, engineering, legal, consulting services or other services that require the services of a professional, shall be negotiated based on demonstrated competency and qualification to the type of service required by the City at fair and reasonable fees. The City’s budget for the service shall not be disclosed to any professional service provider to ensure the City receives the lowest cost possible. Justification shall be provided on the Purchase Request as to the selection of the firm for professional services. The authority and limits for procurement of professional services shall be as follows:

A standard City “Professional Services Contract” must be completed for all professional services exceeding $10,000 prior to starting work.

• Up to $9,999.99 approved by Department Director.
• Over $10,000 but under $25,000 approved by the Department Director, reviewed by the City Attorney and then approved by the City Manager.
• Over $25,000 approved by the Department Director, reviewed by the City Attorney, and then approved by the City Manager and City Council.

All purchases of professional services must comply with the Professional Services Checklist or Flowchart prior to submitting a purchasing request or an accounts payable payment request. Missing or incomplete requests will be denied and returned to the originating department.

Section XVI - Property Sales (Disposal of City Property)

Section 117 of the City Charter dictates the sale and disposal of items no longer of use or value: “The purchasing officer shall determine the value of surplus items no longer of use to the City. Articles without value may be disposed of in a manner most advantageous to the City. Items of
value shall be advertised for sale in a manner deemed most effective and efficient to the City; if no bids are received for the advertised articles, the purchasing officer shall dispose of the articles in a manner most advantageous to the City.”

City employees are not permitted to purchase or bid on City property, but City employees may bid on City property that is auctioned or sold by a third party on behalf of the City.

**Section XVII - Penalty for Failure to Comply**

Any employee of the City who willfully violates the provisions of this policy shall be subject to disciplinary actions up to and including dismissal or discharge, as well as civil and/or criminal action.

**Section XIII - Glossary**

**Capital Expenditure** – Expenditure which results in the acquisition of or addition to fixed assets ($5,000 or more and has an expected useful life greater than one year).

**Cost of Operations** – Expenditures categorized as supplies or contractual services; non-capital.

**Encumbrances** – Funds committed and reserved but not yet expended for the purchase of a specific good or service.

**Expenditures** – Decreases in net financial resources other than through interfund transfers.

**Fixed Assets** – Assets of long-term character costing more than $5,000 with an expected useful life exceeding one year such as land, buildings, improvements, machinery and equipment.

**Individual Purchase** – A single vendor performing work or providing goods of the same or similar type on a single project or location.

**Over Budget Expenditures** – Expenditures which have exceeded the total amount budgeted in a given department and division. An Over Budget Expenditure may require a resolution for a supplemental appropriation be approved by Council prior to committing to the expenditure.

**Professional Services** – Services within the scope of the practice of architecture, engineering, professional land surveying, legal counsel, financial advisers, banks, or other professional service type industry.

**Purchase Order** – A document that authorizes the delivery of specified merchandise or the rendering of certain services and the making of a charge for them.

**Requesting Department** – The department asking to purchase an item or items to perform City business.

**Services** – The furnishing of labor, time, or effort by a contractor not involving the delivery of a specific end product other than reports (which are merely incidental to the required performance.) The term does not include professional services as previously defined.
Sole Source Purchase – A procurement of goods or services which can only be obtained from a single supplier capable of meeting all specifications and purchase requirements.

Supplemental Appropriation – Generally, a resolution increasing the original budget due to unanticipated and unexpected expenditures.

Unbudgeted Expenditures – Expenditures which have no funding in the budget.
5th Annual Kick-Off Dinner

Thursday, July 23, 2015, 5:30 – 7:30 p.m.
Arapahoe County Fairgrounds and Park - Event Tent
25690 East Quincy Avenue, Aurora, CO 80016

Join the Arapahoe County Board of County Commissioners as we kick off the 2015 Arapahoe County Fair with an evening of networking, delicious barbecue and brews, and free time at the Fair. This is the County's premiere event for our civic, business and economic development leaders. We'll rustle up some family-friendly fun, so bring the kids along!

Dinner Tickets are $25
Purchase Tickets Online by July 15 - Buy Tickets -

Dinner tickets include general admission and a parking pass to the Fair on July 23, along with a full-course dinner, beverages and dessert catered by Jim N' Nicks Bar-B-Q, and craft beer courtesy of Dry Dock Brewing Company. (Add unlimited carnival rides for $10 during online pre-sale or $15 cash-only at the Fair gates)

Tickets are required for children over 36". Kids under 36" are free with a shared adult plate.

Thank You to Our Kick-Off Dinner Sponsors!

Gold: Silver: Bronze: Catering Sponsor: Beer Sponsor:

Arapahoe County Fairgrounds | 25690 E. Quincy Ave., Aurora 80016 | Phone: 303-795-4955
**ESTIMATED 2015**

**COLORADO MUNICIPAL LEAGUE CONFERENCE COSTS**

June, 2015 CML Conference, Breckenridge, Colorado

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