AGENDA
1000 Englewood Pkwy – Council Chambers
Englewood, CO 80110

Regular City Council Meeting
Monday, Oct. 19, 2015 • 7:30 p.m.

1. Call to Order.

2. Invocation.

3. Pledge of Allegiance.

4. Roll Call.

5. Consideration of Minutes of Previous Session.

6. Recognition of Scheduled Public Comment. The deadline to sign up to speak for Scheduled Public Comment is Wednesday, prior to the meeting, through the City Manager’s Office. Only those who meet the deadline can speak in this section. (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. April MacKay, Englewood resident, will address Council regarding declaring Englewood a “Trans Pacific Partnership Free Zone.”
   b. Dave Selice will address Council regarding declaring Englewood a “Trans Pacific Partnership Free Zone.”

7. Recognition of Unscheduled Public Comment. Speakers must sign up for Unscheduled Public Comment at the beginning of the meeting. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)
   Council Response to Public Comment.

8. Communications, Proclamations, and Appointments.

9. Consent Agenda Items
   a. Approval of Ordinances on First Reading.

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.
b. Approval of Ordinances on Second Reading.
   i. Council Bill No. 48 - An Intergovernmental Agreement amending the previous agreement (Council Bill No. 56, Ordinance No. 50, series of 2014) which established funding for the RiverRun Project. **Staff: Recreation Services Manager, Joe Sack**

c. Resolutions and Motions.
   i. Public Works Department recommends Council approve a motion approving a contract with Garland/DB5, not to exceed $52,175, for replacement of the Jefferson Fire roof systems. **Staff: Facilities & Operations Manager Michael Hogan.**


11. Ordinances, Resolutions and Motions.
   a. Approval of Ordinances on First Reading.
      i. Council Bill 54 - The Littleton / Englewood Supervisory Committee recommends City Council adopt a bill for an ordinance approving the Colorado’s Water/Wastewater Agency Response Network (CoWARN) Mutual Aid and Assistance Agreement. **Staff: WWTP Director Dennis Stowe**

      ii. Council Bill 55 - The Englewood Police Department recommends City Council adopt a bill for an ordinance which would add a new section (5-30) to the Englewood Municipal Code 2000 pertaining to hotel and motel services - licensing. **Staff: Deputy Police Chief Jeff Sanchez**

   b. Approval of Ordinances on Second Reading.
      i. Council Bill 52 - Approve fiscal year 2016 budget. **Staff: City Manager Eric Keck**

      ii. Council Bill 53 - Appropriate funds for fiscal year 2016. **Staff: City Manager Eric Keck**

      iii. Council Bill 50 - Adopt the budget for the Littleton/Englewood Wastewater Treatment Plant for fiscal year 2016. **Staff: City Manager Eric Keck**

      iv. Council Bill 51 - Appropriate funds for the Littleton/Englewood Wastewater Treatment Plant for fiscal year 2016. **Staff: City Manager Eric Keck**

      v. Council Bill 49 - Adopt a bill for an ordinance establishing the 2015 mill levy collected in 2016. **Staff: City Manager Eric Keck**
vi. Council Bill 40 - Adopt the International Property Maintenance Code 2015 to establish clear and specific property maintenance requirements with required property improvement provisions. **Staff: Chief Building Official Lance Smith**

c. Resolutions and Motions.

i. Community Development staff recommends that Council approve a resolution authorizing staff to apply to Arapahoe County for the City of Englewood’s portion of federal fiscal year 2016 Community Development Block Grant (CDBG) funds. **Staff: Senior Planner Harold Stitt**

ii. The Waste Water Treatment Plant staff recommends that Council approve, by motion, a contract for cleaning of the L/E WWTP anaerobic digesters with Veris Environmental, Inc. in the amount of $185,000. **Staff: Treatment Plant Jim Tallent**

12. General Discussion.

a. Mayor’s Choice.

b. Council Members’ Choice.


15. Adjournment.
ENGLWOOD CITY COUNCIL
ENGLWOOD, ARAPAHOE COUNTY, COLORADO

Regular Session
October 5, 2016

A permanent set of these minutes and the audio are maintained in the City Clerk's Office. Minutes and streaming audio are also available on the web at:

1. Call to Order
The regular meeting of the Englewood City Council was called to order by Mayor Penn at 7:37 p.m.

2. Invocation
The invocation was given by Council Member McCaslin.

3. Pledge of Allegiance
The Pledge of Allegiance was led by Council Member McCaslin.

4. Roll Call
Present: Council Members Jefferson, Olson, Gillit, McCaslin, Wilson, Yates, Penn
Absent: None
A quorum was present.

Also present: City Manager Keck
City Attorney Brotzman
Deputy City Manager Flaherty
City Clerk Ellis
Deputy City Clerk Cardile
Deputy City Clerk Washington
Director Becker, Finance and Administrative Services
Director Brennan, Utilities
Court Administrator Wolfe
Police Commander Engler
Recreation Services Manager Sack
Chief Building Official Smith, Community Development
Deputy Director Henderson, Public Works
Communications Coordinator Hoffmires
Manager Vega, Human Resources
Revenue and Budget Manager Nolan, Finance and Administrative Services

5. Consideration of Minutes of Previous Session

(a) COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER OLSON SECONDED, TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 21, 2015.

Vote results:
Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None

Motion carried.
6. Recognition of Scheduled Public Comment

(a) Senator Newell was present to accept the Conflict Resolution Month Proclamation.

(b) Doug Cohn, an Englewood resident, addressed Council regarding General Ironworks.

(c) Elaine Hulls, an Englewood resident, addressed Council regarding selling land and would like a follow up about the Depot property.

(d) Linda Holloway, from Bessie’s Hope, gave Council an introduction on the benefits Bessie’s Hope provides to the community.

7. Recognition of Unscheduled Public Comment

(a) Martha Kirkpatrick, an Englewood resident and Chairman of the Cultural Arts Commission, informed Council about art in the City of Englewood by famous artists brought by Museum of Outdoor Arts and encouraged Council to keep them in the City.

(b) Amy Martinez, an Englewood resident, addressed Council regarding the Museum of Outdoor Arts. She has a passion for art in the City. She really feels the MOA is an asset to Englewood and would like to form a committee to find ways to strengthen the relationship with them.

Council responded to Public Comment

8. Communications, Proclamations and Appointments

(a) A proclamation declaring the week of Oct. 18 – Oct. 24, 2015 National Save for Retirement Week was considered.

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER YATES SECONDED, TO APPROVE AGENDA ITEM 8 (a) - A PROCLAMATION DECLARING THE WEEK OF OCT. 18 – OCT. 24, 2015 NATIONAL SAVE FOR RETIREMENT WEEK.

Vote results:
Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None
Motion carried.

(b) A proclamation declaring October Conflict Resolution Month was considered.

COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER JEFFERSON SECONDED, TO APPROVE AGENDA ITEM 8 (b) - A PROCLAMATION DECLARING OCTOBER CONFLICT RESOLUTION MONTH.

Vote results:
Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None
Motion carried.

(c) A proclamation declaring October 10, 2015, as Taiwan Friendship Day was considered.

COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER JEFFERSON SECONDED, TO APPROVE AGENDA ITEM 8 (c) - A PROCLAMATION DECLARING OCTOBER 10, 2015, AS TAIWAN FRIENDSHIP DAY.
Englewood City Council  
October 6, 2015  
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Vote results:
   Ayes:  Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit  
   Nays:  None  
Motion carried.
9. Consent Agenda  
(a) Approval of Ordinances on First Reading  
There were no additional items submitted for approval on first reading. (See Agenda Item 11 (a.).)  
COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER GILLIT SECONDED, TO APPROVE  
CONSENT AGENDA ITEMS 9 (b) (I) AND 9 (c) (I), (II).
(b) Approval of Ordinances on Second Reading  
   (i) ORDINANCE NO. 42, SERIES OF 2015 (COUNCIL BILL NO. 47, INTRODUCED BY COUNCIL MEMBER GILLIT)  
AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE  
COUNTY DEPARTMENT OF HUMAN SERVICES AND THE CITY OF ENGLEWOOD, COLORADO  
REGARDING MUTUAL AID AND COOPERATION BETWEEN AND ACROSS JURISDICITONS WITHIN THE  
18TH JUDICIAL DISTRICT FOR INVESTIGATION OF REPORTS INVOLVING POSSIBLE MISTREATMENT OR  
SELF-NEGLECT OF AT-RISK ADULTS.
(c) Resolutions and Motions  
   (i) RESOLUTION NO. 91, SERIES OF 2015  
A RESOLUTION FOR THE REAPPOINTMENT OF MARCIA G. O'BRIEN, AS ASSOCIATE MUNICIPAL  
JUDGE FOR THE CITY OF ENGLEWOOD, COLORADO.
   (ii) RESOLUTION NO. 95, SERIES OF 2015  
A RESOLUTION AWARDING A SOLE SOURCE CONTRACT FOR THE PURCHASE OF TWENTY POLICE  
PORTABLE RADIOS TO MOTOROLA SOLUTIONS.
Vote results:
   Ayes:  Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit  
   Nays:  None  
Motion carried.
10. Public Hearing Items  
No public hearing was scheduled before Council.
11. Ordinances, Resolutions and Motions  
(a) Approval of Ordinances on First Reading  
   (i) Manager Sack presented a recommendation from the Parks & Recreation Department  
to adopt a bill for an ordinance to approve an Intergovernmental Agreement amending the previous agreement  
(Council Bill No. 56, Ordinance No. 50, series of 2014) which established funding for the RiverRun Project.
COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER OLSON SECONDED, TO APPROVE AGENDA ITEM 11 (a) (i) - COUNCIL BILL NO. 48.

COUNCIL BILL NO. 48, INTRODUCED BY COUNCIL MEMBER GILLIT


Vote results:
Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None

Motion carried.

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER YATES SECONDED, TO COMBINE AGENDA ITEMS 11 (a) (ii) and 11 (a) (iii).

Vote results:
Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None

Motion carried.

COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER GILLIT SECONDED, TO APPROVE AGENDA ITEM 11 (a) (ii) and 11 (a) (iii) - COUNCIL BILL NO. 52 AND COUNCIL BILL NO. 53.

(iii) City Manager Keck presented a recommendation from the City Manager’s Office to adopt a bill for an ordinance approving fiscal year 2016 budget.

COUNCIL BILL NO. 52, INTRODUCED BY COUNCIL MEMBER OLSON

A BILL FOR AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF ENGLEWOOD, COLORADO, FOR FISCAL YEAR 2016

(iii) City Manager Keck presented a recommendation from the City Manager’s Office to adopt a bill for an ordinance appropriating funds for fiscal year 2016.

COUNCIL BILL NO. 53, INTRODUCED BY COUNCIL MEMBER OLSON

A BILL FOR AN ORDINANCE APPROPRIATING MONIES FOR ALL MUNICIPAL PURPOSES IN THE CITY OF ENGLEWOOD, COLORADO, FOR FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016, CONSTITUTING WHAT IS TERMED THE ANNUAL APPROPRIATION BILL FOR FISCAL YEAR 2016.

Vote results:
Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None

Motion carried.
COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER YATES SECONDED, TO COMBINE AGENDA ITEMS 11 (a) (iv) and 11 (a) (v).

Vote results:
Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None

COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER GILLIT SECONDED, TO APPROVE AGENDA ITEM 11 (a) (iv) and 11 (a) (v) - COUNCIL BILL NO. 50 AND COUNCIL BILL NO. 51.

(iv) City Manager Keck presented a recommendation from the City Manager's Office to adopt a bill for an ordinance adopting the budget for the Littleton/Englewood Wastewater Treatment Plant for fiscal year 2016.

COUNCIL BILL NO. 50, INTRODUCED BY COUNCIL MEMBER GILLIT
A BILL FOR AN ORDINANCE ADOPTING THE BUDGET FOR THE LITTLETON/ENGLEWOOD WASTEWATER TREATMENT PLANT FOR FISCAL YEAR 2015.

(v) City Manager Keck presented a recommendation from the City Manager's Office to adopt a bill for an ordinance appropriating funds for the Littleton/Englewood Wastewater Treatment Plant for fiscal year 2016.

COUNCIL BILL NO. 51, INTRODUCED BY COUNCIL MEMBER GILLIT

Vote results:
Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER WILSON SECONDED, TO APPROVE AGENDA ITEM 11 (a) (vi) - COUNCIL BILL NO. 49.

COUNCIL BILL NO. 49, INTRODUCED BY COUNCIL MEMBER GILLIT
A BILL FOR AN ORDINANCE FIXING THE TAX LEVY IN MILLS UPON EACH DOLLAR OF THE ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CITY OF ENGLEWOOD, COLORADO.

Vote results:
Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER WILSON SECONDED, TO APPROVE AGENDA ITEM 11 (a) (vii) - COUNCIL BILL NO. 49.

COUNCIL BILL NO. 49, INTRODUCED BY COUNCIL MEMBER GILLIT
A BILL FOR AN ORDINANCE FIXING THE TAX LEVY IN MILLS UPON EACH DOLLAR OF THE ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CITY OF ENGLEWOOD, COLORADO.

Vote results:
Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None

(vi) City Manager Keck presented a recommendation from the City Manager's Office to adopt a bill for an ordinance establishing the 2015 mill levy collected in 2016.

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER WILSON SECONDED, TO APPROVE AGENDA ITEM 11 (a) (vi) - COUNCIL BILL NO. 49.

COUNCIL BILL NO. 49, INTRODUCED BY COUNCIL MEMBER GILLIT
A BILL FOR AN ORDINANCE FIXING THE TAX LEVY IN MILLS UPON EACH DOLLAR OF THE ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CITY OF ENGLEWOOD, COLORADO.

Vote results:
Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None

(vii) Chief Building Official Smith presented a recommendation from Building and Safety Staff to approve a bill for an ordinance adopting the International Property Maintenance Code 2015 to establish clear and specific property maintenance requirements with required property improvement provisions.
COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER McCASLIN SECONDED, TO APPROVE AGENDA ITEM 11 (a) (vii) - COUNCIL BILL NO. 40.

COUNCIL BILL NO. 40, INTRODUCED BY COUNCIL MEMBER GILLIT

A BILL FOR AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, ARTICLE F, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO THE PROPERTY MAINTENANCE CODE OF THE CITY OF ENGLEWOOD, COLORADO.

Vote results:

Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None

Motion carried.

(b) Approval of Ordinances on Second Reading

There were no additional items submitted for approval on second reading. (See Agenda Item 9 (b) - Consent Agenda.)

(c) Resolutions and Motions

(i) Director Brennan presented a recommendation from the Englewood Water and Sewer Board, at their September 9, 2015, meeting, recommended Council approval by Resolution of the Grant of Temporary Construction Easement for The Falls Event Center located at 8199 Southpark Court.

COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER WILSON SECONDED, TO APPROVE AGENDA ITEM 11 (c) (i) - RESOLUTION NO. 92, SERIES OF 2015.

RESOLUTION NO. 92, SERIES 2015

A RESOLUTION APPROVING A TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE CITY OF ENGLEWOOD AND MURRAY & STAFFORD INC.

Vote results:

Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None

Motion carried.

(ii) Deputy Director Henderson presented a recommendation from the Public Works Department to approve a resolution accepting the dedication of a section of alley adjacent to 3210 South Ogden Street.

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER YATES SECONDED, TO APPROVE AGENDA ITEM 11 (c) (ii) - RESOLUTION NO. 93, SERIES OF 2015.

RESOLUTION NO. 93, SERIES 2015

A RESOLUTION APPROVING THE ACCEPTANCE OF A SECTION OF AN ALLEY ADJACENT TO 3210 SOUTH OGDEN STREET BY THE CITY OF ENGLEWOOD.

Vote results:

Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None

Motion carried.
Communications Coordinator Hoffhines presented a recommendation from the City Manager's Office to approve a resolution adopting the recommended brand platform for the City of Englewood.

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER McCASLIN SECONDED, TO APPROVE AGENDA ITEM 11 (c) (iii) - RESOLUTION NO. 94, SERIES OF 2015.

RESOLUTION NO. 94, SERIES 20:15

A RESOLUTION OF SUPPORT FOR ADOPTION OF THE CITY OF ENGLEWOOD’S BRAND PLATFORM.

Vote results:

Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None

Motion carried.

Manager Vega presented a recommendation from the Human Resource Division to approve, by motion, PSA 15-44 for consulting services not to exceed $95,000.

COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER GILLIT SECONDED, TO APPROVE AGENDA ITEM 11 (c) (iv) - PSA 15-44 FOR CONSULTING SERVICES NOT TO EXCEED $95,000.

Vote results:

Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None

Motion carried.

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

13. City Manager’s Report

14. City Attorney’s Report

15. Adjournment

MAYOR PENN MOVED TO ADJOURN. The meeting adjourned at 9:15 p.m.

/s/ Stephanie Carlile
Deputy City Clerk
PREVIOUS COUNCIL ACTION

- Resolution No. 87, Series of 2015, authorizing The City's Arapahoe County Open Space grant application for the construction of the River Run Trailhead Phase I.
- Council Bill No. 25, Ordinance No. 27, series of 2015, authorizing an intergovernmental agreement with Arapahoe County for the acceptance and use of Open Space grant funding in the amount of $300,000 for the construction of the River Run Trailhead Phase I.
- Resolution No. 6, Series of 2015, authorizing The City's Arapahoe County Open Space grant application for the construction of the River Run Trailhead Phase I.
- Council Bill No. 56, Ordinance No. 50, series of 2014, authorizing an Intergovernmental Agreement regarding the construction of drainage and flood control improvements for South Platte River at Oxford Avenue between the Urban Drainage and Flood Control District, the Colorado Water Conservation Board and Arapahoe County by adding the City of Englewood, the City of Sheridan and the South Suburban Parks and Recreation District as participants.
- Resolution No. 38, Series of 2014, authorizing $100,000 funding for River Run Project support from Arapahoe County Open Space Fund.
- Council Bill No. 41, Ordinance No. 38, Series of 2011, authorizing an Intergovernmental Agreement accepting the 2010 Riverside Park Planning grant between Arapahoe County and the City of Englewood, Colorado.
- Resolution No. 89 Series of 2010, in support of the City's Arapahoe County Open Space (ACOS) grant application for the Riverside Park Planning grant.

RECOMMENDED ACTION

Staff recommends City Council adopt, on second reading, a bill for an ordinance to approve an Intergovernmental Agreement amending the previous agreement (Council Bill No. 56, Ordinance No. 50, series of 2014) which established funding for the RiverRun Project.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The South Platte Working Group is a consortium of interested parties whose goal is to make improvements along the South Platte River. The intent is to provide better accessibility to the river for recreational use. South Platte Working Group members include: City of Englewood, City of Sheridan, City of Littleton, Arapahoe County, South Suburban Parks and Recreation District, the Colorado Water Conservation Board, Urban Drainage and Flood Control District, the Army Corp of Engineers and other interested parties.

The primary focus area for the City of Englewood has been the area between Union Avenue and Oxford Avenue known as “RiverRun Project”. Key projects in the area include a passive walking/biking trail on the east side of the river, new kayak shoots in the river at Oxford Avenue, channelization of the river for faster water flow, improvements for fishing and recreation access and the development of the RiverRun Trailhead (northeast corner of Oxford Avenue and the South Platte River) at Broken Tee Golf Course.
The South Platte Working Group Project Funding Summary Table is included as part of the 2015 Amendment to the Funding Agreement between the City of Englewood, Urban Drainage and Flood Control District, the City of Sheridan, South Suburban Parks and Recreation District and Arapahoe County. The agreement formalizes the 2015 funding of $550,000 to the RiverRun Project from the City of Englewood.

FINANCIAL IMPACT
Funding Sources:

- 2015 Arapahoe County Open Space Grant $300,000
- 2015 Conservation Trust Fund $75,000
- 2015 Open Space Fund $175,000

Total - $550,000

LIST OF ATTACHMENTS
Ordinance
BY AUTHORITY

ORDINANCE NO. _____ SERIES OF 2015
COUNCIL BILL NO. 48 INTRODUCED BY COUNCIL
MEMBER GILLIT


WHEREAS, the purpose of this Agreement is the construction of drainage and flood control improvements for the South Platte River at Oxford Avenue (“Project”); and

WHEREAS, the implementation Agreement and this Amendment define the responsibilities and financial commitments of all of the parties; and

WHEREAS, the implementation Agreement and this Amendment defines the financial commitments and responsibilities of the parties regarding maintenance of the project; and

WHEREAS, the “Principles of Cooperation” Agreement outlines the implementation strategy for the South Platte River at Oxford Avenue improvement project with the goal of promoting a healthy river in an attractive setting which creates a quality recreational experience; and

WHEREAS, in 2011 the Urban Drainage and Flood Control District and the Colorado Water Conservation Board entered into an intergovernmental agreement entitled “Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue” (Agreement NO. 11-07.25); and

WHEREAS, the Urban Drainage and Flood Control District, the Colorado Water Conservation Board and Arapahoe County entered into “Amendment to Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue - Agreement No. 11-07.25B” which added the City of Englewood, the City of Sheridan and the South Suburban Parks and Recreation District as participants by the passage of Ordinance No. 50, Series of 2014; and

WHEREAS, the Urban Drainage and Flood Control District, the Colorado Water Conservation Board and Arapahoe County entered into “Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue” (Agreement No. 11 07.25C) dated March 2, 2015; and

WHEREAS, the Colorado Water Conservation Board’s contribution for design have been fulfilled and will no longer will be party to the Agreement; and

1
WHEREAS, the Parties now desire to add additional funding for final design to increase the level of funding by $3,020,000; and

WHEREAS, the County Commissioners, the City of Sheridan and the City of Englewood, the Board of Directors of South Suburban Parks and Recreation District and the Urban Drainage and Flood Control District have authorized, by appropriation or resolution, all of Project costs of the respective Parties and establishing funding for the RiverRun Project; and

WHEREAS, the passage of this proposed ordinance approves an Intergovernmental Agreement amending the previous Agreement (Ordinance No. 50, Series of 2014) which established funding for the River Run Project.

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 "Amendment To Agreement Regarding Construction of Drainage And Flood Control Improvements For South Platte River At Oxford Avenue" Agreement No. 11-07.25C, between Urban Drainage and Flood Control District, Board of County Commissioners Arapahoe County, City of Englewood, City of Sheridan and South Suburban Parks and Recreation District regarding construction of drainage and flood control improvements for the South Platte River at Oxford Avenue, attached hereto as Exhibit A.

Section 2. The Mayor and City Clerk are hereby authorized to sign and attest, the "Amendment to Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue" Agreement No. 11-07.25C, for and on behalf of the City Council of the City of Englewood, Colorado.

Section 3. There are no federal funds being used by Englewood on this Project. Englewood funds are from Open Space and Shareback funds.

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

 Published by Title as a Bill for an Ordinance in the City's official newspaper on the 8th day of October, 2015.

 Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of October, 2015 for thirty (30) days.

 Read by title and passed on final reading on the 19th day of October, 2015.

 Published by title in the City's official newspaper as Ordinance No. ____, Series of 2015, on the 22nd day of October, 2015.

 Published by title on the City's official website beginning on the 21st day of October, 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
AMENDMENT TO AGREEMENT REGARDING CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR SOUTH PLATTE RIVER AT OXFORD AVENUE

Agreement No. 11-07.25C

THIS AGREEMENT, made this __________ day of ______________, 2015, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), ARAPAHOE COUNTY (hereinafter called "COUNTY"), CITY OF ENGLEWOOD (hereinafter called "ENGLEWOOD"), CITY OF SHERIDAN (hereinafter called "SHERIDAN"), SOUTH SUBURBAN PARKS AND RECREATION DISTRICT (hereinafter called "SSPR"), and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT and COLORADO WATER CONSERVATION BOARD (hereinafter called "CWCB") have entered into "Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue" (Agreement No. 11-07.25) dated December 8, 2011; and

WHEREAS, DISTRICT, CWCB and COUNTY have entered into "Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue" (Agreement No. 11-07.25B) dated April 17, 2014; and

WHEREAS, DISTRICT, CWCB and COUNTY have entered into "Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue" (Agreement No. 11-07.25C) dated March 2, 2015; and

WHEREAS, CWCB’s contribution for design have been fulfilled and will no longer will be party to the Agreement; and

WHEREAS, PARTIES now desire to add additional funding for final design; and

WHEREAS, PARTIES desire to increase the level of funding by $3,020,000; and

WHEREAS, the County Commissioners of COUNTY, the City Council of SHERIDAN and ENGLEWOOD the Board of Directors of SSPR and DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

   A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

      1. Final design
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed $6,112,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>AS AMENDED</th>
<th>AS PREVIOUSLY AMENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Final Design</td>
<td>$1,470,000</td>
<td>$900,000</td>
</tr>
<tr>
<td>2. Construction</td>
<td>4,642,000</td>
<td>2,192,000</td>
</tr>
<tr>
<td>3. Contingency</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$6,112,000</td>
<td>$3,092,000</td>
</tr>
</tbody>
</table>

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

<table>
<thead>
<tr>
<th>Percentage Share</th>
<th>Previously Contributed</th>
<th>Additional Contribution</th>
<th>Maximum Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISTRICT</td>
<td>25.31%</td>
<td>$797,000</td>
<td>$750,000</td>
</tr>
<tr>
<td>CWCB</td>
<td>2.44%</td>
<td>$149,000</td>
<td>-0-</td>
</tr>
<tr>
<td>COUNTY</td>
<td>47.30%</td>
<td>$1,546,000</td>
<td>$1,345,000</td>
</tr>
<tr>
<td>SHERIDAN</td>
<td>10.23%</td>
<td>$250,000</td>
<td>$375,000</td>
</tr>
<tr>
<td>ENGLEWOOD</td>
<td>10.63%</td>
<td>$100,000</td>
<td>$550,000</td>
</tr>
<tr>
<td>SSPO</td>
<td>4.09%</td>
<td>$250,000</td>
<td>-0-</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100.00%</td>
<td>$3,092,000</td>
<td>$3,020,000</td>
</tr>
</tbody>
</table>

The City of Englewood contribution to the project is $130,000 directly contracted with CONSULTANT to design the Broken Tee Trailhead located on the northeast corner of Oxford Avenue and the South Platte River.

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.
Payment of each party's full share (CWCB - $149,000, COUNTY - $2,891,000, SHERIDAN - $625,000, ENGLEWOOD - $650,000; SSPR - $250,000; DISTRICT - $1,547,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13). Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 11-07.25 shall remain in full force and effect. WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

(SEAL)

ATTEST:

By ____________________________

Title Executive Director

Date ____________________________
For the Board of County Commissioners
ARAPAHOE COUNTY

By: ________________________________
Authorization pursuant to Resolution 120113

Title: Director, Open Space and Intergovernmental Relations

Date: ________________________________

\dem\agman\11110725A
CITY OF SHERIDAN

(SEAL)

ATTEST:

________________________________________

By___________________________________

Title_________________________________

Date______________________________
CITY OF ENGLEWOOD

By__________________________
   Randy P. Penn
Title Mayor
Date__________________________

(Seal)

ATTEST:

________________________________________
Lourishia A. Ellis, City Clerk
SOUTH SUBURBAN PARKS AND RECREATION DISTRICT

By____________________________

Title____________________________

Date____________________________
COUNCIL COMMUNICATION

Meeting Date: Oct. 19, 2015
Agenda Item: 9ci
Subject: Jefferson Fire Roof Replacement

Initiated By: Public Works
Staff Source: Michael Hogan, Facilities & Operations Manager

PREVIOUS COUNCIL ACTION

Project discussed at Study Session September 8, 2015.

RECOMMENDED ACTION

Staff recommends that City Council approve by motion a contract with Garland/DB5 for Jefferson Fire Roof Replacement Project,
(U.S. Communities MICPA #14-5903- Proposal # 25-C0-150250)

Not to Exceed - $52,175

BACKGROUND, ANALYSIS AND ALTERNATIVES IDENTIFIED

Background:

- The Jefferson Fire station roofing plan is composed of two separate roofing structures. The roof contains several sloped areas and two flat roof sections. Existing documentation indicates that the roofing materials are original to the building, which was finished in 1972. The roofing has been repaired through the years. However, those repairs are no longer enough to keep the systems from leaking into the building, and the materials have reached the end of their useful life.

- A second aspect contributing to the leaks in the structure is the undersized guttering system. This system does not have the capacity to handle Colorado burst rain storms and contributes to water backing up on the roof and leaking. The guttering and down spouts will also be replaced during the project.

- The roof section under the solar array was replaced in 2012 and is not part of the proposed project.
Alternatives:

Staff evaluated several alternatives relating to the roofing systems and replacement methods:

1. Metal Roofing
2. Full Replacement of Flat Roof Sections
3. Underlayment repair and re-install of existing tile roofing

FINANCIAL IMPACT

Funding for the project is already available in Public Works CPF funds.

The project was bid through U.S. Communities a governmental purchasing alliance.

"With U.S. Communities, agencies can utilize competitively solicited contracts to help save time and resources while still meeting state, local and federal purchasing requirements. All cooperative purchasing contracts from U.S. Communities have been competitively solicited by a lead public agency and meet our rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so you can buy with confidence." - US Communities Website

Jefferson Fire Roof Replacement Project,
(U.S. Communities MICPA#14-5903 - Proposal# 25-C0-150250)

Not to Exceed - $52,175

Garland/DBS Inc. administered a competitive bid process under the guidance of the U.S. Communities agreements for the project and provided a lower market adjusted price.

LIST OF ATTACHMENTS

Contract for Construction #CFC/15-43
CONTRACT FOR CONSTRUCTION #CFC/15-43

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 Garland DBS Inc., whose address is 3800 East 91st Street Cleveland, OH 44105, ("Contractor"), commencing on the 8th day of August, 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: Jefferson Fire Roofing Replacement

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 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 sheets N/A

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 November 30th 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.

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 Fifty Two Thousand One Hundred Seventy Five Dollars ($52,175). A 5% retainage of the awarded project amount will be withheld until final inspection and acceptance by the Project Manager.

H. Appropriation of Funds: At present, $52,175.00 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 __ (7) years 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 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: ___________________________
(City Manager)

By: ___________________________ Date: ___________________________
(Mayor)

ATTEST: ___________________________
City Clerk

[Signature]

By: ___________________________ Date: 9-23-2015
(Signature)
(Frank A. Preciado)
(Print name and Title) Controller

STATE OF  
COUNTY OF  

On this  day of  ,  before me personally appeared , known to me to be the , 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:  

[Signature]

[Seal]
SCHEDULE A

OUTLINE OF STATEMENT OF WORK

1. GENERAL

Michael Hogan
Facilities and Operations Manager
City of Englewood Colorado
2800 South Platte River Drive
Englewood, CO 80110
303-762-2540

Hayden Garrett
The Garland Company
3800 East 91st Street
Cleveland, OH 44105

CONTRACT FOR CONSTRUCTION
Contract Number CFC/15-43

2. NAMES OF PROJECT COORDINATORS

3. SUMMARY OF PURPOSE FOR STATEMENT OF WORK

See Attached Proposal

4. EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY (IF ANY)

5. OTHER CONTRACTOR RESOURCES

6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

See Attached Proposal

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 on Garland normal billing cycles. Completion 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

This schedule sets for the target dates and performance milestones for the preparation and delivery of the Deliverables by Contractor. N/A

<table>
<thead>
<tr>
<th>Performance Milestone</th>
<th>Responsible Party</th>
<th>Target Date</th>
</tr>
</thead>
</table>

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 N/A._______.

City will provide the City office space and support as it agrees may be appropriate, at its N/A._______ facility.

IN WITNESS WHEREOF, pursuant and in accordance with the Contract for Construction 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: ____________________________

Garland DCS, Inc.
Contractor's Name

By: ____________________________
    (Signature)
    Frank A. Percalian
(Print Name)

Title: Controller

Date: 9.23-2015
ROOFING MATERIAL AND SERVICES PROPOSAL

City of Englewood
Jefferson Fire Station
Date Submitted: 05/21/2015
Proposal #: 25-CO-150250
MICPA # 14-5903

Please Note: The following estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This estimate should be viewed as the maximum price an agency will be charged under the agreement. Garland/CBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

Scope of Work: Modified Bitumen Roof
1. Tear of existing roofing systems to the deck.
2. Tear off flashings, coping cap and misc metal.
3. Repair any deficiencies of the metal or wood decks.
4. Mechanically attach ISO (Stagger) and attach cover board.
5. Crickets to be installed around units.
6. Raise units when needed to allow 8’ clearance from final surface of roof.
7. Raise parapet to allow 8” clearance.
8. Install overflow scupper 2” off field of roof.
9. At all roof areas, install one layer of an SBS modified torch base sheet.
10. Install HPR Modified Bituminous Roofing cap sheet.
11. Install bonnets and hoods over all pitch pans and pipe boxes.
12. Install new ANSI/SPRI ES1 compliant perimeter coping and. Color to be confirmed by owner.
13. Install new slip flashings and surface mounted flashings.
15. Flood roof with Cold process HPR flood coating and adhere aggregate.
16. Coat all side mounted units with White Knight Plus base coat and White Knight Plus.

Line Item Pricing

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Unit</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01</td>
<td>Tear-off &amp; Dispose of Debris: SYSTEM TYPE BUR W/ Insulation and Gravel Surfacing - Metal Deck</td>
<td>$1.91</td>
<td>1800</td>
<td>SF</td>
<td>$3,438</td>
</tr>
</tbody>
</table>
### Roof Deck and Insulation Option:

**Metal Roof Deck - Torch Applied / Self-Adhering Application - Insulation Option:**
- Mechanically Fasten Polyisocyanurate / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g., DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Cost per $1000 SF</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.21.01</td>
<td>2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY &amp; A CAP SHEET (TOP PLY)</td>
<td>$3.88</td>
<td>$6,984</td>
</tr>
<tr>
<td></td>
<td>PLEASE NOTE: BASE PLY &amp; CAP SHEET COMBINATIONS MUST BE APPROVED BY THE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MANUFACTURER: ROOF CONFIGURATION</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Ply of Torch Base Sheet Installed with Torch Application: BASE PLY OPTION:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Type III - 210 lb/in tensile</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.13.02</td>
<td></td>
<td>$3.37</td>
<td>$6,066</td>
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<td></td>
<td>PLEASE NOTE: BASE PLY &amp; CAP SHEET COMBINATIONS MUST BE APPROVED BY THE</td>
<td></td>
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</tr>
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<td></td>
<td>MANUFACTURER: ROOF CONFIGURATION</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Ply of Torch-Applied Cap Sheet Installed with Torch Application and</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Finished with a Flood Coat &amp; Aggregate in Cold Process Modified Asphalt:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ROOFING MEMBRANE OPTION: - ASTM D 6162 SBS Fiberglass/Polyester</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reinforced Modified Bituminous Sheet Material Type III - Minimum of 300</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>lb/in tensile Torch-Applied Membrane</td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Cost per $1000 SF</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>12.42.01</td>
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<td>$7.64</td>
<td>$13,752</td>
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<tr>
<td></td>
<td>1 Ply of Torch-Applied Cap Sheet Installed with Torch Application and</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Finished with a Flood Coat &amp; Aggregate in Cold Process Modified Asphalt:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ROOFING MEMBRANE OPTION: - ASTM D 6162 SBS Fiberglass/Polyester Reinforced</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Modified Bituminous Sheet Material Type III - Minimum of 300 lb/in</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>tensile Torch-Applied Membrane</td>
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<td></td>
</tr>
</tbody>
</table>

### Sub-Totals After Multipliers

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub Total Prior to Multipliers</td>
<td>$30,240</td>
</tr>
</tbody>
</table>

### Multipliers

#### 22.42

- **Job Site Specific Multipliers Applied to Each Line Item on Associate Job:**
  - **Multiplier - Roof Size is Greater Than 1,000 SF, but Less Than 2,000 SF:**
    - Multiplier Applied when Roof Size is Less than 2,000 SF, but Greater than 1,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area
    - 85% $25,704

#### 22.11

- **Job Site Specific Multipliers Applied to Each Line Item on Associate Job:**
  - **Multiplier - Limited / Obstructed / Difficult Roof Access:**
    - Multiplier Applied when Access to the Roof is Limited to Specific Entry Points, Equipment & Materials Cannot be Lifted by Crane on the Roof, or Access is Dependent Upon Road Closure
    - 30% $9,072

### Sub-Totals After Multipliers

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Sub-Totals After Multipliers</td>
<td>$65,016</td>
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### Base Bid Total Maximum Price of Line Items under the MICPA:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$65,016</td>
</tr>
</tbody>
</table>

### Competitive Bid Results:

- **Roofmasters Roofing & Sheet Metal Co. Inc**
  - $64,701
- **B&M Roofing of Colorado, Inc.**
  - $106,190
- **Front Range Roofing Systems, Inc.**
  - $142,981

### Scope of Work: Shingle Section

1. Tear off existing shingles.
2 Place one ply of HPR Aqua Shield underlayment and have ends lapped a minimum of 4 inches over itself. Stagger end laps of each consecutive layer a minimum of 3 feet. In valleys, run HPR Aqua Shield minimum 6 inches over valley protection. Nail in place per manufacturer's requirements.
3 At all vent pipes, install a 2 square foot piece of HPR Aqua Shield underlayment.
4 At all vertical walls, install HPR Aqua Shield so that it extends at least 6 inches up the vertical wall and 12 inches onto the horizontal roof.
5 Install shingles in accordance with manufacturer's instructions.
6 Install 6 nails per shingle, as recommended by local building codes. Staples are not acceptable.
7 Coat all final penetrations in White Knight Plus.
8 Replace cap metal on Shingle assembly.
9 Replace gutter and downspouts.

**Line Item Pricing**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Unit</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.13</td>
<td>INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS: INSTALL NEW DIMENSIONAL SHINGLE ROOF SYSTEM - New Dimensional Shingle Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks &amp; Valleys</td>
<td>$ 5.27</td>
<td>2600 SF</td>
<td>$</td>
<td>$ 13,702</td>
</tr>
<tr>
<td></td>
<td>Sub Total Prior to Multipliers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.43</td>
<td>JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF SIZE IS GREATER THAN 2,000 SF, BUT LESS THAN 3,000 SF Multiplier Applied when Roof Size is Less than 3,000 SF, but Greater than 2,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, &amp; Set-Up Labor are Not Completely Absorbed Across Roof Area</td>
<td>$ 5.27</td>
<td>60% %</td>
<td></td>
<td>$ 8,221</td>
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<tr>
<td></td>
<td>Sub-Total After Multipliers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Base Bid Total Maximum Price of Line Items under the NICPA: $ 21,923

**Competitive Bid Results:**

Roofmasters Roofing & Sheet Metal Co. Inc $ 16,728
B&M Roofing of Colorado, Inc. $ 20,428
Front Range Roofing Systems, Inc. $ 23,852

Alternate: Flashings and Penetrations
1 Spud gravel and remove.
2 Replace flashings and penetrations.
3 Resaturate with Weatherscreen restoration system at specified amounts.
4 Reinstall pea gravel.

**Competitive Bid Results:**

Roofmasters Roofing & Sheet Metal Co. Inc $ 36,447
B&M Roofing of Colorado, Inc. $ 63,257
Unforeseen Site Conditions:
Wood Blocking $ 6.27 per lf
Decking Replacement $ 2.85 per sq ft

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 12/31/2015. Taxes and permit costs are not included in this proposal pricing.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Jeff Kozak
Garland/DBS, Inc.
PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS That we
Garland/DSS, Inc.,
hereinafter
called the Principal; and
Western Surety Company
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 Fifty-Two Thousand One Hundred Seventy-Five ($ 52,175.00 )
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
9/18/15
entered into a Contract with the Owner for the construction of
Jefferson Fire Station
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 failure of 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
incidents 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 incidents or any portion thereof, shall rest entirely with the Director of

929619165

Garland/DSS, Inc. Jefferson Fire Roofing Replacement Project
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 23rd day of September 2015

IN PRESENCE OF: 

[Signature]

(As to Corporation)

[Signature]

Secretary

(CORPORATE SEAL)

COUNTERSIGNED:

[Signature]

N/A

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Pam L Kennedy, John Bertin, Robert W Edgerton, Anthony J Schepis, Laura K Staten, Individually

of Independence, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereeto affixed on this 22nd day of June, 2015.

WESTERN SURETY COMPANY

State of South Dakota } ss
County of Minnehaha

On this 22nd day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did deposite and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires February 12, 2021

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinafore set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of Sept, 2015.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

DATE (MM/DD/YYYY) 09/23/2015

TO: THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA, Inc.
4400 Comerica Bank Tower
1717 Main Street
Dallas, TX 75202-7357

INSURED
Garland OBS, Inc.
3800 E. 91st Street
Cleveland, OH 44105

COVERAGES CERTIFICATE NUMBER: HCU-002599174-01 REVISION NUMBER: 15

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE

A COMMERCIAL GENERAL LIABILITY

X CLAIMS-MADE

X OCCUR

B AUTOMOBILE LIABILITY

X ALL AUTO

X SCHEDULED AUTOS

X NON-OWNED AUTOS

X HIRED AUTOS

C UMBRELLA LIABILITY

X OCCUR

X CLAIMS-MADE

D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Y N/A

E INSTALLATION FLOATER

F LEASED/RENTED EQUIPMENT

POLICY NUMBER

GLH492244-12/5

AS2-Z51-280168-014

1000021688-05

PJUB-2110564-4-14

CAP9212128 (Ded: $50,000)

(M9993849 (Ded: $2,500)

12/05/2014 12/05/2015

12/05/2014 12/05/2015

12/05/2014 12/05/2015

12/05/2014 12/05/2015

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12/05/2014 12/05/2015

12/05/2014 12/05/2015

12/05/2014 12/05/2015

LIMITS

$1,000,000

$10,000

$1,000,000

$2,000,000

$2,000,000

$1,000,000

$1,000,000

$2,500,000

$1,000,000

$100,000

$100,000

$900,000

$100,000

$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insured where required by written contract with respect to General Liability, Auto Liability and Umbrella Liability.

CERTIFICATE HOLDER
City of Englewood Colorado
2800 South Platte River Drive
Englewood, CO 80110

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Manashi Mukhejee

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**ADDITIONAL REMARKS SCHEDULE**

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<th>AGENCY</th>
<th>Marsh USA, Inc.</th>
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</thead>
<tbody>
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<td>POLICY NUMBER</td>
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<td>EFFECTIVE DATE</td>
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**ADDITIONAL REMARKS**

This additional remarks form is a schedule to ACORD form, Form Number: 25, Form Title: Certificate of Liability Insurance.

Other property deductibles may apply as per policy terms and conditions.
Form W-9
Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester, Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Garland/DBS, Inc.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - Individual/sole proprietor or
   - C Corporation  □  S Corporation  □  Partnership  □  Trust/estate
   - Single-member LLC
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)
   - Note. For a single-member LLC that is disregarded, do not check LLC. Check the appropriate box in the line above for the tax classification of the single-member owner.

4. Exemptions (codes apply only to certain entities; see instructions on page 5)
   - Exempt payee code (if any)  
   - Exemption from FATCA reporting code (if any)  
   - (If applicable, enter in box provided on line 4)

5. Address (number, street, and apt. or suite no.)

3800 East 91st Street

6. City, state, and ZIP code

Cleveland, Ohio 44105

7. List account number(s) here (optional)

Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whom to number to enter:

Part II  Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have reported all interest and dividends on your return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person □

Data □ 9-23-2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments, information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/9.

Purpose of Form

An individual or entity (Form W-9 requestor) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1098-T (tuition)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1098-R (procure from real estate transactions)
- Form 1098-D (merchant card and third party network transactions)

Cat. No. 10231X
COUNCIL COMMUNICATION

<table>
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<tr>
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<th>Agenda Item:</th>
<th>Subject:</th>
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<tbody>
<tr>
<td>October 19, 2015</td>
<td>10a</td>
<td>Walk and Wheel Master Plan and Program Public Hearing</td>
</tr>
<tr>
<td>Initiated By:</td>
<td>Staff Source:</td>
<td></td>
</tr>
<tr>
<td>Community Development</td>
<td>John Voboril, Planner II</td>
<td></td>
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</table>

PREVIOUS COUNCIL ACTION

City Council approved a consultant contract by motion with OV Consulting on September 15, 2014. City Council study sessions were held on February 25, April 13, June 1, and September 14, 2015, to provide updates on project progress.

RECOMMENDED ACTION

Community Development staff recommends that City Council hold a public hearing to take public testimony on the Englewood Walk and Wheel Master Plan and Program that will inform a Council decision to adopt the Englewood Walk and Wheel Master Plan and Program as a supporting document to Roadmap Englewood: The 2003 Englewood Comprehensive Plan and Englewood Forward: The 2016 Englewood Comprehensive Plan by resolution.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Englewood Walk and Wheel Master Plan and Program was funded through the Kaiser Permanente Walk and Wheel Grant program. The City of Englewood received $99,999 for the Englewood Walk and Wheel Master Plan and Program, with no City match required.

Meeting Event Dates

Project consultant OV Consulting held three sets of meeting events for stakeholders and the general public in conjunction with the larger Englewood Forward planning process on November 12, 2014, February 11, 2015, and June 20, 2015. The June 20 meeting was advertised as the Englewood Walk and Wheel Fest, and featured temporarily installed demonstration projects of bicycle and pedestrian improvements.

Planning Process Scope of Work

The Walk and Wheel project kicked off in September of 2014 with an initial meeting with the Kaiser Permanente Technical Assistance Team, as well as the development of a community engagement plan in conjunction with the related Englewood Forward planning projects. These first steps were followed quickly with the gathering of bicycle
and pedestrian counts at key locations. The counts provided a base line of current activity that will be used to measure increases in walking and bicycling in the future.

The consultant team worked on two major project tasks during the early months of 2015: the Economics of Walking and Wheeling task, and the Documentation of the State of Walking and Wheeling in Englewood task. Economic, health, transportation, and environmental benefits were quantified based on three level of investment scenarios. The consultant team conducted a demand analysis by mapping where people live, work, and learn, and also developed a level of stress assessment for the Englewood street network which identified street segments where bicyclists and pedestrians feel least comfortable due to conflicts with and close proximity to fast moving automobile traffic.

The consultant team also conducted study sessions with City Council and the Englewood Transportation Advisory Committee to educate these bodies on the findings of the project and gather input on the preliminary network vision. These meetings laid the ground work for the Englewood Walk and Wheel Fest community event that was celebrated on June 20.

**Walk and Wheel Recommendations**

**Walk and Wheel Network**

The Englewood Walk and Wheel Master Plan and Program lays out a long term vision for the City’s Walk and Wheel Network in a series of maps for each quadrant of the City. The network includes on-street bicycle routes, off-street trails, and enhanced pedestrian routes.

**Quick Win Projects**

In order to support the City Manager in his call for quick win projects that can be implemented immediately for relatively low costs, a number of quick win projects have been identified:

- Dartmouth Avenue: Shared bicycle/parking lane striping
- Clarkson Street: Sharrows
- Oxford Avenue: Bicycle Lane Markings/Sharrows
- Sherman Street: Sharrows
- Little Dry Creek Trail: Improved wayfinding signage
- Pedestrian Wayfinding Signage from Englewood Station to Medical District

**Transformative Projects**

The following projects have been identified that would make the most difference in transforming the walking and wheeling environment in Englewood, and should be implemented as second wave projects:
• Floyd Avenue Bicycle Lanes – Sherman to Inca
• Oxford Avenue One Way Pair Cycle Track – Navajo to Broadway
• Sherman Street Bicycle Boulevard
• Rail Trail
• Broadway Mid-Block Pedestrian Crossings – Paseos and Gothic Theatre
• Broadway Enhanced Pedestrian Crossings – Englewood Parkway and Floyd Avenue

**Conformance with Roadmap Englewood: The 2003 Englewood Comprehensive Plan**

The Englewood Walk and Wheel Master Plan and Program is consistent with the vision, goals, and objectives found in Roadmap Englewood: The 2003 Englewood Comprehensive Plan.

**FINANCIAL IMPACT**

The adoption of the Englewood Walk and Wheel Master Plan and Program will not directly obligate City Council to fund recommended improvements identified in the plan. Staff will continue to work with consultants to put together 100% design drawings and construction budgets for the quick win projects, which will be brought forward to Council for authorization.

**LIST OF ATTACHMENTS**

Englewood Walk and Wheel Master Plan and Program
Englewood Walk & Wheel Master Plan

Final Draft

September 2, 2015
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Pages</th>
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<tbody>
<tr>
<td>A.</td>
<td>Introduction</td>
<td>A-1</td>
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<td>B.</td>
<td>State of Walking and Wheeling</td>
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<td>Plan and Study Review</td>
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<td>Existing Infrastructure</td>
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<td>Bicycle Demand Analysis (BDA)</td>
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<td>Level of Traffic Stress Analysis</td>
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<td>C.</td>
<td>Community and Stakeholder Engagement</td>
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<td>Englewood Forward Branding and Communications</td>
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<td>Public Meetings</td>
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<td>Focused Outreach</td>
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<td>Walk and Wheel Festival</td>
<td>C-5</td>
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<td>D.</td>
<td>Plan Recommendations</td>
<td>D-1</td>
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<td></td>
<td>Infrastructure Recommendations</td>
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<td>Transformative Projects</td>
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<td>Other Key Recommendations</td>
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<td>Programmatic Recommendations</td>
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<td>E.</td>
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<td>Next Steps</td>
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<td>Maintenance Considerations</td>
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A. Introduction

The City of Englewood embarked on three simultaneous studies in 2014-2015 that directly address the City’s transportation network, options for improved multi-modal connectivity and increasing community awareness of biking and walking as a transportation alternative:

- Englewood Comprehensive Plan Update
- Englewood Light Rail Corridor Next Steps Study
- Englewood Walk and Wheel Master Plan and Program

These studies were collaborative in nature and were collectively termed Englewood Forward. Stakeholder and public input was essential to understanding Englewood today, developing a vision of Englewood tomorrow and identifying the recommendations to move Englewood toward that vision.

The Walk and Wheel Master Plan was funded by a grant from Kaiser Permanente and kicked off in September 2014. The plan’s purpose was to evaluate the City’s current walking and bicycling conditions and activity, as well as to develop recommendations for bicycle and pedestrian infrastructure and programs that improve safety, increase connectivity and transportation options, and encourage greater walking and biking among Englewood residents.

The Walk and Wheel Master Plan builds on the previous Bicycle Master Plan completed in 2004 and the Community-Wide Bicycle Route Signage Program implemented in 2012. The planning process, illustrated in Figure A-1, included extensive stakeholder and community engagement throughout the project. Recommendations for the plan were developed through the evaluation of existing conditions data and field assessment, bicycling and walking demand analysis, public input and network connectivity evaluation. The Plan identifies Englewood’s top priority “transformative” projects to the bicycle and pedestrian network, highlights “quick wins” for implementation to begin to enable broader biking and walking and proposes ideas for encouragement and education programming that increase visibility and awareness of these active transportation options.

Figure A-1: Planning Process
Today Englewood has great high capacity transit access with corridor bus service north-south along Broadway and two light rail stations (Oxford Station and Englewood Station at CityCenter Englewood). The City’s street grid creates a strong base for local connectivity and connects employment, shopping, and higher density residential uses that lie within the city core. Trail connections within the City link residents with recreational opportunities. Englewood offers a range of housing options with a strong base of traditional single-family neighborhoods, supported by an improving school system both in terms of programming and facilities. However, Englewood is missing a comprehensive strategy to enable pedestrian and bicycle mobility as an alternative to automobile travel throughout the community. The city lacks dedicated on-street facilities for bicycling and defined pedestrian corridors with enhanced pedestrian facilities and crossings that make walking and biking comfortable, viable options for the majority of residents and visitors. Also of interest is the current and future makeup of Englewood in terms of population and demographic trends. The City has a large population of seniors and is becoming increasingly attractive to the Millennial age group due to its proximity to Denver and lower relative housing costs. Several factors around these demographic groups strongly support the growth of a bike and pedestrian environment in Englewood:

- There has been a significant increase in bicycle use among seniors age 65 plus since 1995
- Baby boomers are looking for alternatives to the car and seeking options to “age in place”
- Millennials exhibit a preference for urban environments that have walkable places, and they are willing to pay a premium and reduce living space to be able to walk to shops and amenities
- 26% of Millennials do not have a driver’s license
- 45% of Millennials report making a conscious effort to replace driving with alternative forms of transportation

Through this study, the City of Englewood is looking to improve community awareness and increase the visibility of bicycle and pedestrian transportation options through the identification and implementation of enhanced bike and pedestrian facilities. The city also hopes to create a community environment that embraces active transportation, attracts new residents and creates a strong vibrant economic base for the City.
B. State of Walking and Wheeling

The state of Walking and Wheeling in Englewood today was assessed through the review of previous planning documentation, an inventory of bike and pedestrian infrastructure, targeted counts of walking and biking activity and an assessment of demand. Today’s conditions present many challenges to bike and pedestrian mobility and identify potential opportunities for improved connections and facilities.

Plan and Study Review

The following City of Englewood Plans and Studies were reviewed for bicycle and pedestrian goals and recommendations.

- Roadmap Englewood: The 2003 Englewood Comprehensive Plan
- Englewood South Broadway Plan
- Englewood Complete Streets Toolbox (2011)
- Englewood Master Bicycle Plan Route Development Study and Implementation Program
- Englewood Downtown and Medical District Small Area Plan
- Englewood Light Rail Corridor Plan
- Englewood Parks and Recreation Master Plan

These documents identify goals and related actions that informed the Plan process and served as a base for overall direction of the Plan. Relevant goals are listed.

ROADMAP ENGLEWOOD: THE 2003 ENGLEWOOD COMPREHENSIVE PLAN

Goal 1: Enhance both the mobility and the accessibility of the transportation system.

Obj. 1-7: Improve directional signage for automobile traffic, pedestrians, and bicyclists.

Goal 2: Improve environmental qualities adversely impacted by automobiles for both local residents and visitors to the community, while also accommodating commuters.

Obj. 2-4: Support educational efforts to increase awareness of automobile traffic, pedestrian, and bicyclist safety issues.

Goal 3: Recognize and enhance the relationships between land use and the transportation system.

Obj. 3-2: Encourage higher-density, pedestrian-oriented, mixed-use development along primary mass transit routes.

Goal 4: Promote a quality of life transportation philosophy that seeks to create an environmentally attractive, pedestrian-friendly community.

Obj. 4-1: Create continuous transit and non-motorized connections between CityCenter and downtown Englewood, as well as the surrounding residential and business community.

Obj. 4-2: Improve bicycle facilities and infrastructure in strategic locations throughout the city.

Obj. 4-3: Design safe, attractive, high-volume pedestrian routes connecting public places that encourage the attention and presence of people at all hours of the day and night.
ENGLEWOOD DOWNTOWN AND MEDICAL DISTRICT SMALL AREA PLAN

Urban Design and Amenities Goals

Goal 1: Enhance the Downtown and Medical Center urban streetscape.
Obj. 1-1: Develop wider, safer, handicapped-accessible sidewalks, pedestrian paths, and pedestrian crossings throughout the area, and especially near hospitals and senior facilities.
Obj. 1-5: Enhance streetscapes with urban design features including benches, lighting, planters, banners, street furniture, and bicycle racks.

Goal 2: Increase park, open space, and trail capacities and service levels, both within Downtown and the Medical Center and beyond.
Obj. 2-1: Create pedestrian-friendly, tree-lined streets and pedestrian paths.
Obj. 2-4: Develop and enhanced pedestrian-bicycle route and trail system connecting neighborhood parks, residential neighborhoods, and commercial areas.

Downtown Sub Area Goals

Downtown Sub Area 2 Goal: Extend the historical Broadway main street character into Sub-area 2.
Obj. 2-2: Enhance area with streetscape improvements and attractive store fronts in order to restore a pedestrian-oriented, main street character.

Downtown Sub Area 3 Goal: Transform the suburban, auto-oriented character of sub-area 3 to a more pedestrian-oriented character, with a stronger business mix.
Obj. 3-4: Explore new street configurations that create a safer and more pleasant pedestrian experience.

ENGLEWOOD SOUTH BROADWAY

Strategies supporting multiple modes of transportation:

1. Support pedestrian-friendly developments with mixed land use of sufficient scale to support neighborhoods and businesses. Reduce vehicle miles traveled (VMT) thus reducing congestion, and indirectly improving air and water quality. Create area on Broadway where people could choose to live without owing a personal vehicle based on excellent access to public transit employment, shopping and recreation. Recognize and enhance the relationships between land use and the transportation system.

1.1 Encourage and support mixed use projects with residential, office and retailing components.

1.2 Enhance pedestrian and bicycle amenities and links to light rail stations, bus stops, shopping and employment centers.

1.3 Enhance the accessibility of the transportation system.

1.4 Support and develop a balanced, multi-modal transportation system that includes rapid transit, regional bus service, bike and pedestrian facilities, and improvements to the existing roadway systems.

1.5 Provide safe and direct crosswalk movements along Broadway.
Additional plans served as a base for evaluating the bike and pedestrian network, and identifying future on and off-street bike facilities by location and type. The City’s Parks and Recreation Master Plan identifies primary connections and an expansive off-street trail network that fundamentally supports future on-street bike and pedestrian improvements. The Bicycle Plan Route Development Study and Implementation Program resulted in a signed network of bike routes that are the base network in the City today. The Light Rail Corridor Plan identified key projects for enhanced bike facilities and connections that were further studied in the Next Steps Study. The City’s Complete Street Toolbox also informs facility types and pedestrian facility recommendations within the city.
Existing Infrastructure

The City of Englewood’s bicycle transportation network today is made up of locally signed bicycle routes and regionally signed bicycle routes connecting Englewood to Denver, Littleton, Cherry Hills and Sheridan. The off-street facilities consist primarily of bike and pedestrian paths through city parks and Mary Carter Greenway, and link Englewood to the broader trail network in Denver and Littleton. There are currently 91 miles of bicycle paths/trails and 42.6 miles of on-street bicycle routes as shown Figure B-1.

Englewood’s street grid is uniform throughout the core of the city with some variances in street pattern to the west and south, at the edges with Littleton. This street configuration is the base of a uniform pedestrian network with the majority of local or neighborhood streets containing 3′ sidewalks along both sides of the street. The city is bisected by Broadway north-south and Hampden Ave. east-west. These busy arterials are barriers to easy bike and pedestrian movement between sections of the city and between residential uses and retail/commercial development. Traffic signals along Broadway and Hampden provide crossings but high traffic volumes, driveway access and turning movements along the length of these arterials make for an uncomfortable walking and biking environment through the core of the city, and inhibit connectivity between destinations.

Figure B-1: Map of Current Bicycle Paths/Trails and On-Street Routes
**Bicycle Parking**

Today, the City of Englewood has over 45 bicycle parking racks in place within the community. The majority of these facilities are located in high activity, high volume areas and include the Broadway corridor from Yale Avenue south to Hamden Blvd., the Hospital District and the Oxford and Civic Center LRT stations. The innovatory of bicycle parking performed as part of the Walk and Wheel Study identified current locations as illustrated in Figures B-2 and B-3. Additionally, several bikes were observed in the northwest area of the Hospital District locked to signposts or trees, and are indicated on the maps in black. RTD bike lockers are available at the Civic Center station for rental through RTD, but community concerns over capacity of these lockers and availability indicate a need for a different bike parking solution at this station.

![Bicycle Parking Locations in the City Center, Broadway Corridor, and the Hospital District](image1)

![Bicycle Parking Locations Near the Oxford LRT Station and the Recreation Center](image2)
Pedestrian and Bicycle Counts

Counts of pedestrian and bicycle activity were performed at eleven locations around the City from 7-10 am, 11am-1pm, and 4-6pm to determine the current level of pedestrian and bicycle activity. The counts were performed in late October and early November 2014 during periods of nice weather. The locations were:

- Dartmouth at Broadway
- Floyd at Broadway
- Oxford at Broadway
- Oxford at Navajo
- Clarkson at Old Hampden
- Inca at US 285
- Inca at Englewood Parkway
- Elati at US 285
- Sherman/Little Dry Creek Trail/
- Sherman at US 285
- Bellevue at Delaware
Figure B-6: Total Bicycle and Pedestrian Volumes at Each Count Location

Figure B-7: Pedestrian and Bicycle Split

Figure B-8: Bicycle Intersection Preferences
Bicycle Travel Demand and Level of Traffic Stress

The Bicycle Suitability Index (BSI) model utilizes existing infrastructure (in a Geographic Information System (GIS) form) to develop composite demand-side (where resident trips would typically originate from and travel to) and supply-side (what physical infrastructure exists) models of Englewood. Objective tools such as this are utilized during the planning process to complement the more subjective input received during public input sessions and project team network evaluation exercises, as both are critical components to developing a well-rounded data and input-driven plan.

Following is a description of the methods and results of Bicycle Demand Analysis (demand side) and the Bicycle Level of Traffic Stress Analysis (supply side). The analytical methods within provide an objective, data-driven process of identifying network gaps as potential projects and identifying areas of high existing or potential bicycle and pedestrian activity. The resulting Supply and Demand Typologies Model presents an array of potential bicycle and improvement opportunities for Englewood.

Data Sources

The following data inputs were incorporated into the analysis. The table below displays variables, its sources, and notes on limitations of available data and assumptions made.

<table>
<thead>
<tr>
<th>Model Input</th>
<th>Source</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Posted Speed</td>
<td>Englewood GIS data</td>
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</tr>
<tr>
<td>Number of Travel</td>
<td>Englewood GIS data</td>
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<tr>
<td>Bicycle Facilities</td>
<td>Englewood GIS data + spot field</td>
<td></td>
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<tr>
<td>Demographic</td>
<td>US Census 2010 Census Block</td>
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Bicycle Demand Analysis (BDA)

Models serve as an effective means to understand how factors in a complex system interact by providing a simplified version of the system for study. However, by definition, models are representations of reality and are constrained by the quality of available data and the complexity of the system under consideration. Throughout the modeling process, significant effort was made to collect the best data possible for input to the model and field verify data as necessary and possible.

BSI provides a general understanding of expected activity in the pedestrian environment by combining categories representative of where people live, work, play, access public transit and go to school into a composite sketch of demand.

Generally speaking, the scoring method is a function of density and proximity. Scores reflect relative impact on walking or bicycling to and from census block corners that are located adjacent to the features used in the analysis. As such, scores are represented as density patterns of points within a ¼ mile of each other. Subsequently, the scores are effectively a result of two complementing forces: distance decay – the effect of distance on spatial interactions yields lower scores for features over ¼ mile away from other features; and spatial density – the effect of closely
clustered features yields higher scores. Scores will increase in high feature density areas and if those features are close together. Scores will decrease in low feature density areas and if features are further apart. In essence, the score is the intersection of distance and density. Thus, on the maps shown below, the highest density/usage/activity locations (shown in red) do not represent specific physical facilities, but rather represent relative higher use zones as calculated above.

Categories are scored on a scale of 1 – 5 based on density and proximity and then assigned weighted multipliers to reflect the relative influence categories have on pedestrian and bicycle activity. The feature weighting method is discussed in the following section.

*Where people live* includes 2010 census block level population density information. These locations represent potential trip origin locations. More trips can be made in areas with higher population density if conditions are right. “Live” trip hot spots include areas in the residential western-most arm of town, the northern end of town along Floyd Street, and the larger areas east and west of Broadway south of Hampden.
Where people work mainly represents trip ends, for people working in Englewood regardless of residency. Its basis is 2010 total employment by census block. Depending on the type of job, this category can represent both trip attractors (i.e., retail stores or cafes) and trip generators (i.e., office parks and office buildings) in terms of base employment population. It is therefore also used in the “where people play” category by overlaying with specific job types, such as retail. Hot spots for the “work” analysis include the area’s shopping centers along Englewood Parkway/Girard Avenue and south across Hampden, the Swedish Medical Center hospital, and the newly redeveloped shopping center just east of University Boulevard. The Broadway corridor is represented by moderate employee density because employment is spread out along the corridor, rather than clustered in a commercial shopping center.
**Where people learn** represents where students K-12, at community college, or at university go to school. Its basis is enrollment data from the Englewood Public School District individual school websites and information provided by district staff. As shown on Figure B-11, Englewood Middle and High School Campus has the greatest concentration of students and associated activity. In the southern portion of town the proximity of four schools increases the relative intensity of activity. Higher order streets, like Broadway are likely to act as barriers and reduce actual observed activity.
Where people shop and play is a combination of varied land use types and destinations. Overlays such as retail destinations, regional trails and parks contribute to this category. Regional trails travelling through Englewood were considered as parks in this analysis due to their recreational draw. Specific trailhead connections and locations will be strongly considered in the network recommendations due to public emphasis on trail connection desirability. These destinations are important and have higher activity due to the shorter term nature of these visits (typical duration of these visits is less than one half a day) and because they are likely to attract a wide variety of people who are likely to visit multiple destinations in close proximity. “Play and shop” hotspots identified in this analysis include retail in the Englewood Plaza/Englewood Marketplace area, retail and entertainment along Broadway and shopping centers along Hampden Avenue, as well as parks like Bellevue Park and trails along the South Platte River.
Where people access transit is assessed by location of bus stops and light rail stops. Stops with greater observed activity were weighted more heavily utilizing boarding data from the Regional Transit District (RTD). Use data was not available for the light rail stations and so an activity estimate was made based on a portion of adjacent bus boarding volumes. It is important to understand that, because potential bicycle and pedestrian destinations consider adjacencies and density of destinations (in this case, locations such as bus stops), this analysis considers not only the relative use (boarding data) for each stop, but analyzes each stop’s proximity to other stops and other lines, creating hot spots based on both proximity and use. In this case, the Broadway/Civic Center core, light rail stations, and Hampden Avenue are identified as “hot spots.”
Composite Demand. Figure B-14 shows the potential composite demand analysis for Englewood, which was developed by overlaying the factor maps and applying standard weights to each factor. This analysis shows that the highest potential for bicycle travel demand is along the Broadway Corridor, Hampden Avenue/Englewood Parkway/Girard Avenue corridor, areas near the light rail stations and the cluster of schools in southeast Englewood. It is also important that future bicycle and pedestrian improvements consider connectivity between the hot spots shown on this composite map.
Level of Traffic Stress Analysis

The methods used for the Level of Traffic Stress Analysis were adapted from the 2012 Mineta Transportation Institute (MTI) Report 11-19: Low-Stress Bicycling and Network Connectivity. The approach outlined in the MTI report uses roadway network data, including posted speed limit, the number of travel lanes, and the presence and character of bicycle lanes, as a proxy for bicyclist comfort level. Road segments are classified into one of four levels of traffic stress (LTS) based on these factors. The lowest level of traffic stress, LTS 1, is assigned to roads that would be tolerable for most children to ride, and could also be applied to multi-use paths that are separated from motorized traffic (not shown in this analysis); LTS 2 roads are those that could be comfortably ridden by the mainstream adult population; LTS 3 is the level assigned to roads that would be acceptable to current “enthused and confident” bicyclists; and LTS 4 is assigned to segments that are only acceptable to “strong and fearless” bicyclists, who will tolerate riding on roadways with higher motorized traffic volumes and speeds.

A bicycle network is likely to attract a large portion of the population if its fundamental attribute is low stress connectivity. In other words, a network should provide direct routes between origins and destinations that do not include links that exceed one’s tolerance for traffic stress. The BSI is an objective, data-driven evaluation model which identifies high traffic stress links, bicycle network gaps and gaps between “low stress” links, and a score assessing the relative user comfort or level of stress a user may experience on each link is mapped. Each user is different and will tolerate different levels of stress in their journey so these maps should be used as a general guide rather than an absolute truth.

<table>
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<tr>
<th>Levels</th>
<th>Method</th>
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<tr>
<td>LTS 1</td>
<td>Presenting little traffic stress and demanding little attention from cyclists, and attractive enough for a relaxing bike ride. Suitable for almost all cyclists, including children trained to safely cross intersections. On links, cyclists are either physically separated from traffic, or are in an exclusive bicycling zone next to a slow traffic stream with no more than one lane per direction, or are on a shared road where they interact with only occasional motor vehicles (as opposed to a stream of traffic) with a low speed differential. Where cyclists ride alongside a parking lane, they have ample operating space outside the zone into which car doors are opened. Intersections are easy to approach and cross.</td>
</tr>
<tr>
<td>LTS 2</td>
<td>Presenting little traffic stress and therefore suitable to most adult cyclists but demanding more attention than might be expected from children. On links, cyclists are either physically separated from traffic, or are in an exclusive bicycling zone next to a well-confined traffic stream with adequate clearance from a parking lane, or are on a shared road where they interact with only occasional motor vehicles (as opposed to a stream of traffic) with a low speed differential. Where a bike lane lies between a through lane and a right-turn lane, it is configured to give cyclists unambiguous priority where cars cross the bike lane and to keep car speed in the right-turn lane comparable to bicycling speeds. Crossings are not difficult for most adults.</td>
</tr>
<tr>
<td>LTS 3</td>
<td>More traffic stress than LTS 2, yet markedly less than the stress of integrating with multilane traffic, and therefore welcome to many people currently riding bikes in American cities. Offering cyclists either an exclusive riding zone (lane) next to moderate-speed traffic or shared lanes on streets that are not multilane and have moderately low speed. Crossings may be longer or across higher-speed roads than allowed by LTS 2, but are still considered acceptably safe to most adult pedestrians.</td>
</tr>
<tr>
<td>LTS 4</td>
<td>A level of stress beyond LTS 3.</td>
</tr>
</tbody>
</table>

Source: Mineta Transportation Institute Report 11-19
Bicycle Level of Traffic Stress (LTS) Analysis Results

**Segment Analysis**

The results of the segment-based LTS are shown below. Much of the network consists of disconnected clusters of low-stress (LTS 1 to 2) streets, shown in green and yellow. Individually, these islands of low-stress streets are comfortable to ride for most adults, but they are isolated from one another by larger roads with higher traffic speeds that disrupt bicycle mobility. Higher order roadways like Hampden Avenue, Broadway, and Santa Fe act as barriers to bicyclists.
While major roadways act as barriers along the roadways and at unsignalized crossings, signals provide a connection for cyclists to move between low-stress neighborhood roadways. Outside of this central core, however, low-stress roads have been built without connectivity across major roadways, making travel between neighborhoods inaccessible to most adults. This display makes apparent the gaps in the bicycle network that could be targeted for improvements to create connected bicycling routes that are comfortable for the mainstream adult population. Along with improvements along high-stress corridors, safe crossing opportunities across those corridors will greatly increase bicycling mobility.
Bicycle Suitability Index Conclusions

BSI provided a picture of several phenomena:

1. Geographic variation in demand - potential activity levels at different Census block corners
2. Geographic variation in supply - the quality of the physical pedestrian and bicycle network

Variation in demand and supply are combined into the Composite BSI models. A list of possible bicycle and improvement options is summarized below.

- Areas with high demand for bicycling and high supply of suitable infrastructure can benefit from innovative programs and capital projects that further support bicycling, closure of key gaps, and should be considered showcase areas where best practices can be modeled for the region. These areas provide cost-effective opportunities for improvements and should be high priority for investment.

- Areas with high demand and low supply of suitable infrastructure can benefit from infrastructure improvements to improve bicycling conditions. These areas may require bicycle facilities or intersection improvements to accommodate high level of demand. They should also be high priority for investment.

- Areas with low demand for bicycling and high supply of suitable infrastructure can benefit from programs to encourage bicycling and land use changes or development to increase the density of attractors and generators. These areas should be medium priority for investment.

- Areas with low demand for bicycling and low supply of suitable infrastructure can benefit from basic infrastructure improvements. These areas should be low-priority for investments.

Overall the areas of highest demand for bicycling are centered on Broadway Corridor, Hampden Avenue/Englewood Parkway/Girard Avenue, areas near the light rail stations and the cluster of schools in southeast Englewood. Other areas of Englewood are characterized by more modest potential demand.

Most adult cyclists can circulate comfortably on local and minor collector roadways. Higher order roadways, with speeds exceeding 30 miles per hour, such as Hampden and Federal, typically act as barriers to bicycling when appropriate bicycle facilities are not provided. Bike lanes can decrease the level of traffic stress on several of Englewood’s roadways, but enhancing the facilities with bike lane buffers or vertical separation from traffic while also providing a continuous dedicated facility on higher speed or higher volume roadways will further enhance the bicycling experience for all users. Within Englewood, islands of connected facilities exist. Concentrating short term facility construction on gap closure between these islands can significantly increase bicycling access within Englewood and help the city realize the full potential of a safe, continuous and connected bicycling network.
C. Community and Stakeholder Engagement

Open and transparent community engagement and public participation were key elements in the process of developing the Plan. The goal of the community engagement and outreach process was to increase public awareness of biking and walking in Englewood and to promote community participation in the study process. Public input was solicited throughout the entire study process, and in coordination with the other concurrent planning studies; the Comprehensive Plan update and the Next Steps Study. Project management team meetings were held on a regular basis and coordination between the three planning processes was essential to success.

The public process for the Walk and Wheel Master Plan included two community workshops; stakeholder focus group and interviews; website, e-newsletter and email blasts; online questionnaire; meetings with school district; and participation in the comprehensive plan coordinated outreach.

Englewood Forward Branding and Communications

- **Brand/Logo/Templates:** An overall project brand with logos and templates were produced to give a similar look and feel between online and print materials across all projects.

- **Website:** Project materials, meeting notes, public meeting announcements and materials, and general project information was available through the project website at: www.englewoodforward.org.

- **Contact Database (Stakeholder/Public):** A contact database was developed for Englewood Forward as a whole with specific bike and pedestrian contacts updated on an ongoing basis.
Public Meetings

Two public meetings were held to garner support for the planning process and gain public perspective on the vision of the plan, community choices and review of the final plan. At each of the public meetings, attendees read informational boards exhibiting recent analysis for future demand for walking and biking in Englewood; and learned about potential pedestrian and bicycle facility types and engaged in discussion over a large scale map of the city, noting their particular interests or concerns. The project team gathered key information on the improvements or changes in facilities that would make biking or walking more comfortable and encourage a greater number of residents to do so.

The Public Meetings Included:

- Vision Workshop / Initial Project Kick-off Meeting | November 12, 2014
- Community Choices Workshop – held in conjunction with the two concurrent planning projects | February 11, 2015

Public meetings were advertised through the sources listed below to ensure input was gained from a broad range of community leaders, agencies, elected officials, citizens and organizations that have an interest in the outcome of the studies:

- Englewood Citizen
- E-Notifier sent out by City
- Postcard mailers
- Press Releases
- Quarterly Englewood Forward E-Newsletters
- Facebook
- Englewood Herald
- Your Hub weekly
- Chamber of Commerce
- Next Door
- Flyers at bike organizations, bike shops, library, coffee shops, etc.
Key Themes

- 60% of Englewood Public Meeting Attendees Would Walk or Bike More Frequently if Facilities Were Improved
- Use new bike facilities to reinvigorate Downtown Englewood and pull people from south Denver neighborhoods into this retail/restaurant/entertainment core
- Establish East-West Bicycle and Pedestrian Connections from LRT Stations to Commercial and Residential Areas
- Link City Center LRT Station to the Broadway/Downtown Area with a Strong Bicycle and Pedestrian Spine
- Improve Pedestrian Access Along and Across Broadway and in the Medical District
- Link Areas West of Santa Fe and Railroad Tracks to Core Community
- Ensure Safe Bicycle and Pedestrian Access to Schools
- Improve Off-Street Trail System and Connections to Trails

Connectivity

- Establish east-west bicycle and pedestrian connections from LRT stations to commercial and residential areas; north-south bicycle and pedestrian connections along Broadway
- Link City Center LRT Station to Broadway/Downtown Area with a Strong Bicycle and Pedestrian Spine
- Link Areas West of Santa Fe and Railroad Tracks to Core Community
- Improve Off-Street Trail System and Connections to Trails
- Improve connectivity at Oxford
- Improved route to the Platte Park area and to Denver
- Improving bike facilities along Bates would capture the Denver audience - excellent and safe alternative to riding on Dartmouth; connects east-west to Galapago and ties over to the Greenway connection at Dartmouth
- Franklin Street has always worked well as a connection from the east
- Eastman is a better bike path with less traffic and it connects to Cushing Park, unlike Floyd
- Tejon or Zuni should be a north-south bikeway in the northwest area of Englewood
- Southwest Greenbelt needs to connect through Rotolo Park and Jason Park up to a facility on Oxford or a pedestrian crossing on Oxford up to the Oxford Station to link the southern part of Englewood safely to LRT
- Regional connections with Littleton and Denver are important to making biking successful in Englewood

Infrastructure and Wayfinding

- Add more bike racks, bike boxes at Oxford station - Boulder and Rino models for bike security
- Bike facility on Oxford: Increase width or separate bike lane on Oxford; Protected bikeway along Oxford to get cyclists to the Platte River Trail; Two-way bike path on north side of Oxford tied to the Rec Center
- Bike facility on Dartmouth: replace on-street parking with bike lanes
- Logan better location for advanced bike facility than Clarkson
- On-street bike facility on Bates and Galapago to compliment pending rezoning of the properties at Galapago and new General Iron Works Trail
- Iconic pedestrian bridge like Downtown Denver to link Civic Center Station to west side of Santa Fe
- Raised crossing over Oxford to connect to the light rail platform
- Improved pedestrian facilities along Broadway with improved land uses to make it a destination
- Improve Southwest Greenbelt trail
- Build the Englewood Rail Trail!
- Signage on Little Dry Creek system, to LRT Station and within downtown - signage or painted lanes to show continuous connection of trail and street and General Iron Works Trail and Dartmouth link
- Signage or bike lanes along Floyd to access the LRT station
- Better pedestrian way-finding and signage in Downtown and increased visibility of the downtown area
- Additional way-finding signage should be developed with more descriptive detail – no one knows what E-9a is
- Maps or kiosks with signage and directions to destinations and trail intersections
- Recreational path on one side/commuter path on the other side of Mary Carter bike path

**Safety and Access**

- Improve pedestrian access: along and across Broadway and in the Medical District - more visible crosswalks; improve crossing at Broadway and 285; green paint or bike box at Floyd and Broadway to avoid conflicts between right-turning cars from west-bound Floyd and bikers; safer connection at Inca/Dartmouth, 285/Santa Fe; Jason/Mansfield needs an RRFB light; ped. crossing Santa Fe/Oxford; ped. crossing Santa Fe/Dartmouth; safer crossing at Oxford to the Rec Center; better ped. crossing on Bates/Logan for safer access to Bates Park
- Ensure safe bicycle and pedestrian access to schools
- Improve the three underpasses of Little Dry Creek Trail with lighting and natural feel elements
- Improve the crossing at Englewood Parkway and Cherokee
- Crossing Hampden is hard to impossible on a bike unless you are at a major street – model what Glendale did with Birch Street
- Traffic light needed at Kenyon/Jason
- Increase cycling’s visibility in Englewood through education and events
- Observance of traffic laws leads to safety and respect for both user types
- Host bike event in Englewood like a Criterium race or a Cyclovia
- Consistent removal of debris on roadways and from snow removal
Focused Outreach

Senior Center Community Holiday Bazaar | The Walk and Wheel Master Plan was represented during the Englewood Holiday Bazaar at the O’Malley Senior Center to engage the senior population and gather input and opinions on key issues. The attendees viewed project maps and displays and discussed the project with the team.

Stakeholder Interviews | In-depth interviews were conducted with key stakeholders to gain understanding of stakeholder perceptions, key issues and opportunities. Stakeholders interviewed:
- Englewood School District
- South Broadway Businesses
- Englewood Transportation Advisory Committee
- Englewood Walking and Wheeling Citizen Focus Group | City Staff and the Project Team Consultants identified a select group of Englewood Wheeling and Walking Enthusiasts based on board service, meeting attendance, career vocation, and advocacy work. The citizen focus group consisted of South Broadway business owners, Englewood city staff and community residents. The purpose of the Focus Group was to introduce the preliminary study findings, and to solicit input on identifying and prioritizing preferences for implementation of bicycle and pedestrian infrastructure projects.

Walk and Wheel Festival

The Walk and Wheel Festival was held on Saturday, June 23rd from 1:00-5:00 pm. The festival served as both a public meeting to present the final Walk and Wheel Master Plan network to the community, as well as a community celebration providing education and awareness of health and well-being in Englewood. The following agencies, organizations and businesses participated in the event:
- Kaiser Permanente
- Englewood School District
- Museum of Outdoor Art
- Brew on Broadway Brewpub
- Bicycle Colorado
- Englewood Police Department
- Englewood Wastewater
- Keep Englewood Beautiful
- Englewood Library
- Lifetime Fitness
- Yoga Tree/East West Professionals
- Swedish Hospital

The Walk and Wheel Festival included numerous outreach, educational programming and awareness activities, including: a bicycle facility demonstration to enable residents to test new facility types recommended in the plan such as protected bike lanes and sharrows; a bike rodeo to demonstrate bike safety, facilitated by Bicycle Colorado; gardening and fitness demonstrations; free chair massages; and health information from Kaiser Permanente. In addition, both the Next Steps and Englewood Comprehensive Plan teams were present to discuss updates and progress for each of the plans.
Outreach Activities at Walk and Wheel Festival

Education and Programming
Bike Facilities and Demonstration
D. Plan Recommendations

The framework for plan recommendations is built on the findings of the conditions and demand assessment and the input of the Englewood community and stakeholders. The framework emphasizes a primary bike and pedestrian connection east-west from Englewood Civic Center LRT Station to the Broadway retail/commercial corridor and east to the hospital district; east-west crossings of Broadway to link destinations especially within the core of the community; enhancements along Broadway and perpendicular local streets to enable comfortable pedestrian movement from residential areas to commercial uses; linkages to south Denver; linkages between the rail stations and connections west to trails and recreational uses at Dartmouth, Oxford and potentially near Civic Center.

Areas of Emphasis

The key emphasis of the recommendations is to encourage additional walking and biking trips in Englewood through the creation of a low stress travel network for bicycling, and the provision of enhanced pedestrian facilities and way finding signage for comfortable pedestrian mobility. The implementation of greater pedestrian visibility, street markings and dedicated space, coupled with way-finding signage is fundamental to establishing a stronger pedestrian environment within the community. Improved bike facilities such as bike boulevards and protected bike lanes are identified as means of increasing ridership and encouraging the 60% of Englewood riders who would be inclined to cycle if more comfortable facilities were developed. Examples of these types of improvements are described below.
**Pedestrian Facility Typologies**

**Improved Pedestrian Corridor |** This facility type is characterized by the presence of 5’ or wider sidewalks on both sides of the street, improved crossings of major streets with bulbouts, enhanced crosswalks, or other signing devices as necessary, and local destination way finding signage. They provide primary corridors for pedestrian mobility around the City.

**Priority Pedestrian Corridor |** This facility type is intended to be used in high pedestrian traffic areas in more commercial and retail areas of the City. It is characterized by enhanced intersection treatments such as colored crosswalks, bulbouts, special pedestrian signalization and timing, the installation of medians and mid-block crosswalks, and sidewalks of at least 8’ in width on both sides of the road. Sidewalk areas would preferably be 13’-16’ wide to accommodate a wide sidewalk, and an amenity zone.
Bicycle Facility Typologies

**Bikeway** | A bikeway is a roadway that has some form of markings and signage installed to indicate to drivers and cyclists how to interact and that bikes are to be expected here. Bikeways can include shared lane markings, bike lanes, or buffered bike lanes as space allows and traffic volumes and speeds dictate.

**Protected Bikeway** | A protected bikeway is characterized by the addition of some form of raised vertical element between the cyclists travel area and the vehicular travel area and they are restricted to bicycle use only so a separate pedestrian facility is provided as well. Examples of vertical elements are flexible posts, roadside planters, vertical curbs, and parked vehicles, among others. Studies have shown that cyclists feel more comfortable on a protected bikeway than a non-protected bikeway and this encourages more people to ride their bikes.

**Bike Boulevard** | A bike boulevard is a low volume, low speed street where bicycle travel is emphasized over automobile travel. Traffic calming elements are often installed on bike boulevards including diverters, chicanes, and bulb outs. The idea is to encourage automobile drivers to use the street only for local access and to allow for uninterrupted through movements for bicycles thus encouraging bicycle use and creating a safe and bicycle friendly environment. Bike boulevards also have improved way finding signage listing destinations and the distances and travel times to reach them by bike or by walking. Bike boulevard corridors are also good places for implementing Improved Pedestrian Corridors as described on the previous page.
Bicycle Parking

Throughout the planning process, Englewood residents expressed frustration over the bike lockers found today at the Civic Center LRT station. The rental of the lockers limits availability of bike storage at the station, and turnover is extremely low. Consideration should be given to a higher capacity secure bicycle parking facility at both the Civic Center and Oxford Stations.

Secure bicycle parking, which is a locked structure that is protected from the elements, is a growing trend across the country and transit agencies are beginning to incorporate secure bicycle parking facilities into station area plans. Secured bicycle parking facilities at Civic Center and/or Oxford Stations would work in conjunction with recommended bicycle facility improvements to Oxford Ave. and Floyd Ave, and would increase visibility and accessibility of bike parking.

Providing secure bike parking at light rail stations encourages greater use of bicycles as a means of transportation and serves to activate commercial and retail spaces surrounding station areas. In addition, secured bike parking facilities reduce the fear of theft and deter cyclists from locking bikes in undesired locations. Prefabricated bike cages are modular, which would allow Englewood to add additional facilities over time as demand increases.
Infrastructure Recommendations

Figure D-1 (next page) shows the infrastructure recommendations for pedestrians and bicycles for the entire City of Englewood. They are based on public and stakeholder comment, the existing condition assessment, and the level of traffic stress and bicycle demand analyses as well as looking at continuity with facilities in adjacent jurisdictions.

The map in Figure D-1 has several key improvements for pedestrian and bicycle travel in the City and are listed in the following section.
Figure D-1: Infrastructure Recommendations for Pedestrians and Bicycles for Englewood
Transformative Projects

The following projects are anticipated to have a transformative effect on Englewood’s pedestrian and bicycle system and are anticipated to catalyze other improvements in the City.

Transformative Pedestrian Improvements

- Broadway corridor from US 285 to Dartmouth: this corridor is identified as a Priority Pedestrian Corridor in the Plan. Key connectivity improvements include installing pedestrian-scale way finding signage, strengthening the connections between Broadway and the adjacent neighborhoods, installing mid-block crossings between Hampden and Girard at the mid-block pedestrian paseos and between Floyd and Eastman at the Gothic Theatre.
- Enhance pedestrian scale way finding signage between City Center LRT Station and the hospital district: signage that identifies key local destinations and guides pedestrians between the LRT station and the hospital district with expected travel time and distances will reinforce the active transportation links in this corridor and encourage more people to walk in this area.
- Improved pedestrian corridors along Kenyon, Sherman, and Bannock: these corridors are intended to provide low stress connections between neighborhoods and schools, commercial districts, and civic uses to encourage walking trips.

Transformative Bicycle Improvements

- Bicycle improvements to Dartmouth: Dartmouth currently has the highest level of bicycling activity of locations observed in the City and primarily serves bicycle commuters. It also traverses the entire City from east to west making it an important connection for Englewood. Dartmouth west of the Platte River is envisioned as an off street or protected bikeway facility linking west Englewood to the Mary Carter Greenway and the Little Dry Creek Trail that extends east to Inca. East of the Platte River Dartmouth is envisioned to be an on-street facility to serve bicycle commuters and to communicate to automobile drivers and bicyclists that they should expect each other on the road in this area. The parallel protected bikeway facility on Floyd east of Inca is intended to serve a wider cross section of bicyclists and is intended to complement the Dartmouth improvements and to provide a low stress connection to Inca and the little Dry Creek Trail.
- Rail Trail along LRT line: This facility provides an off street experience for pedestrians and bicyclists to travel the length of Englewood and to connect to key destinations. The first portion of this trail being evaluated for implementation is the section from the Big Dry Creek Trail to Oxford Station.

Other Key Recommendations

In order to better illustrate the infrastructure recommendations, we have divided the City into 4 quadrants for better map visibility in this document. A discussion of the key recommendations in each quadrant is included.
Key pedestrian recommendations:

- Improve the existing Harvard Gulch Trail segment in Englewood by replacing the current asphalt pavement with concrete pavement and creating a parallel soft surface trail for walkers and joggers.
- Add continuous sidewalk of at least 5’ in width along Dartmouth Ave to provide for a connection to the Mary Carter Greenway and the Little Dry Creek Trail.

Key bicycle recommendations:

- Create a north-south bikeway on Zuni St connecting west Englewood with Denver, Sheridan, the Mary Carter Greenway near River Point, and proposed improved bike facilities on Dartmouth Ave.
- Dartmouth Ave protected bikeway improvements west of Santa Fe Dr. to connect neighborhoods in the northwest area to the Mary Carter Greenway, to downtown Englewood and east to commercial/retail along Broadway.
- A future bikeway along Wesley Ave to connect to the Mary Carter Greenway and planned Denver improvements near the Evans LRT station.
- A new Mary Center Trail segment on the east side of the Platte River between Oxford Ave and Iliff Ave.
Key pedestrian recommendations:

- Implement an improved pedestrian corridor along Irving St in conjunction with the City of Sheridan and the City of Denver.
- Implement an improved pedestrian corridor along Federal Blvd in conjunction with the City of Sheridan and the City of Denver.
- Work cooperatively with the City of Sheridan to extend the existing Quincy Ave trail from Federal Blvd to Centennial Park.

Key bicycle recommendations:

- Create a bikeway connection along Lowell Blvd. that enables residents of the Cities of Sheridan and Englewood to access City of Sheridan improvements along Oxford Ave.
- Add a parallel trail to the Mary Carter Greenway on the east side of the Platte River from Union Ave to north of Oxford Ave.
- Improve bikeway elements along Irving/Union to connect the western part of Englewood to the Mary Carter Greenway and the Big Dry Creek Trail.
Key pedestrian recommendations:

- Broadway corridor pedestrian improvements such as wayfinding signage and enhanced crosswalks.
- Mid block crossings of Broadway between Hampden and Girard and between Floyd and Eastman.
- Pedestrian improvements including intersection bulb outs along Kenyon Ave to improve connections between neighborhoods and the High School and Middle School.
- Pedestrian scale wayfinding signage between the City Center LRT station and the hospital district.
- Improved wayfinding signage for the Little Dry Creek Trail sidewalk connections between the Inca/Dartmouth intersection and the Cherokee/US 285 intersection.
- Pedestrian improvements along Bannock to better connect neighborhoods with the downtown area and to reinforce neighborhood connections to Broadway.
- Improved pedestrian corridor along Fox and Elati to provide a low stress experience in the center of the City.

Key bicycle recommendations:

- Protected bikeway and bikeway improvement along Dartmouth Ave to serve bicycle commuters.
- Protected bikeway improvements on Floyd Ave from Inca St to Sherman St and bikeway improvements from Sherman St to University Blvd to connect to the protected bikeway loop.
- Bicycle boulevard improvements along Sherman St coupled with improved pedestrian corridor elements to create a unique and attractive multi-modal travel corridor in the City.
- Rail trail along the LRT line between Oxford Ave, City Center LRT station, and Bates Ave to provide a low stress travel environment between major destinations in Englewood. This includes overpasses of Oxford Ave, US 285, and Dartmouth Ave.
Key pedestrian recommendations:

- Pedestrian improvements along the Broadway corridor such as intersection curb bulbouts and sidewalk amenity improvements.
- Pedestrian improvements along Bannock including an improved crossing of Oxford and improved connections to Broadway to encourage more walking trips.
- Fox St, Sherman St, Bannock St, Chenango Ave, and Tufts Ave. improved pedestrian corridors with enhanced crossings at busy intersections and wider sidewalks.

Key bicycle recommendations:

- Protected Bikeway improvements to Oxford Ave to serve a wider cross section of users and encourage more bicycle trips and leverage investments in the protected bikeway loop. This improvement connects to planned improvements by the City of Sheridan west of Santa Fe Dr.
- Bikeway improvements on Chenango, Fox, and Tufts to connect neighborhoods to schools.
- Extension of the Sherman St bicycle boulevard from Oxford Ave south to Belleview Ave.
- Extension of the Clarkson St bikeway improvements from Oxford Ave to Belleview Ave.
- Bikeway enhancements to Fox St.
Programmatic Recommendations

It is important to implement programmatic elements to complement physical infrastructure improvements to leverage those investments. Programmatic elements can be effective at improving the acceptance of walking and biking as a regular part of daily transportation activities as well as provide transparency and support for City decision making processes regarding walking and biking improvements. The following programmatic elements should be considered for implementation:

- Establish a sub-committee or special citizen group to be the voice of walking & biking in Englewood and continue the dialogue between citizens and policy makers;
- Seek community partners to promote increased walking and biking within the community;
- Increase visibility of walking and biking through events, programming and educational opportunities;
- Encourage the “interested but concerned” through the addition of new facilities
### Table D-1: Programmatic Recommendations

<table>
<thead>
<tr>
<th>Bicycle Rodeos/ Safe Routes to Schools (SRTS) Educational Activities</th>
<th>By offering bicycle rodeos and other youth educational activities, the City of Englewood can provide children with opportunities to practice bicycling (or walking) in safe learning environments. These events also give children the safety knowledge they need to continue riding as they mature.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bicycle rodeos are set up as bicycle or street skills courses and use cones, signs, and striping to mimic actual on-street traffic scenarios. Trained instructors use the course to teach children skills including signaling, stopping, yielding, and turning. Rodeos can range from small and informal gatherings to large-scale events. Rodeos can also be coupled with activities such as helmet-fitting instruction, reward raffles, and bicycle registration.</td>
</tr>
<tr>
<td></td>
<td>Regardless of size, bicycle rodeos require forethought and planning. A course design that addresses a variety of traffic situations must be considered and required supplies must be assessed. To promote the rodeo and engage more participants, consider hosting it as part of an existing community and school event.</td>
</tr>
<tr>
<td>Group Walks or Rides</td>
<td>Group walks and bicycle rides are fun ways to engage community members from a variety of ages and backgrounds. These group activities can range in focus from a guided walking tour of local gardens or public art to a ride to a local concert series or farmers market, often highlighting local destinations, community assets, or special features. The focus of each walk or ride should creatively portray walking or bicycling as a positive and normal mode of transportation.</td>
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<tr>
<td></td>
<td>After the activity, residents may be surprised to learn that they traveled five miles by bike or one mile by foot—organizers should take advantage of this opportunity to drive home the point that bicycling and walking for everyday trips are possible.</td>
</tr>
<tr>
<td>Walk/Wheel to Work Day or Week - Employer Involvement</td>
<td>Employer involvement in a Walk/Wheel to Work day or week encourages employees to try walking or bicycling to work through fun activities, incentives, and peer-to-peer encouragement. Participants can report their bike and walk commute trips to a team captain or human resources representative to confirm their participation.</td>
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<tr>
<td></td>
<td>Encouragement activities for employees can include free breakfasts or lunches, gift card drawings, group walks or rides, happy hours, or an early release day.</td>
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<tr>
<td></td>
<td>Organizers and/or employers may consider hosting a bicycle safety overview for employees prior to the event. Messaging to encourage employees to continue bicycling and walking to work after the event is recommended.</td>
</tr>
<tr>
<td>Walk/Wheel Rewards Program</td>
<td>Walk or wheel rewards programs support community health goals by incentivizing shoppers to visit stores by foot or bike with discounts, free gifts, or rewards points for redemption. Rewards programs also benefit businesses and support economic vitality by opening parking spaces for other customers and encouraging more foot traffic around store fronts.</td>
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<tr>
<td></td>
<td>Organizers and participating businesses can promote the program through window decals, posters, mailers, or traditional advertising.</td>
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<tr>
<td></td>
<td>The program may require some type of system for identifying eligible patrons, such as showing one’s helmet or a membership card, or it may be based on the honor system.</td>
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<tr>
<td></td>
<td>Reasons2Ride is a program/app being developed by a local champion (Joel Phillips) that provides a platform for a rewards program. The program/app would be activated on a smart phone using QR codes on signs installed on area bikeways. The smartphone would then show a) where the rider is within the existing bike network, and b) nearby businesses that provide discounts to those riding bicycles. The Reasons2Ride organization would like to kick the program/app off in Englewood in association with the Walk and Wheel Plan.</td>
</tr>
</tbody>
</table>
E. Implementation

Making the Plan recommendations a reality is an important step in transforming Englewood and encouraging walking, biking, and transit trips in the City. This section focuses on two areas of implementation; Quick Wins and Next Steps.

Quick Wins

A key focus of the Plan development process was to identify early action opportunities that were realistically achievable by Englewood in the near term. Analysis, discussions with stakeholders and citizens, and conversations with City staff led to the identification of the following projects as early action opportunities. They are listed below and shown in a figure on the following page.

- Dartmouth Avenue Shared Bicycle/Parking Lane
- Floyd Avenue Bikeway (Bike Lanes/Sharrows)
- Oxford Avenue Bikeway (Sharrows/Bike Lane/Signage)
- Sherman Street Bike Boulevard (Sharrows/Signage)
- Clarkson Street Bikeway (Sharrows/Signage)
- Irving St/Union Ave Bikeway (Sharrows/Signage)
- City Center/Broadway/Medical District Pedestrian Wayfinding Signage
- Little Dry Creek Trail Enhanced Wayfinding Signage
Of the Quick Win projects, the following projects were identified through the planning process and discussions with City staff as immediate implementation priorities for Englewood. More information about each project is presented on the following pages.

- Dartmouth Avenue: Inca to Downing
- Oxford Avenue: Broadway to Clarkson
- Oxford Avenue: Navajo to Broadway
- Clarkson Street: Belleview to Little Dry Creek Trail
- Sherman Street: Oxford to Dartmouth
- Floyd Avenue: Elati to University (Conceptual Design)
**Description** | Shared parking/bicycle lane of 10’ in width with vehicular lanes reduced to 11’

**Implementation Cost** | $85,000

**Note** | This improvement is expected to help automobiles and bicyclists share this corridor more effectively by defining the vehicular operating space. On-street parking levels are low in most areas of the corridor, which will limit bicycle/parked vehicle conflicts. Other safety benefits are expected on the hill at Sherman St by providing positive guidance to drivers. The intersection of Dartmouth/Broadway requires further study to determine the best configuration and it may require removal of on street parking for ½ to 1 block on either side of Broadway.

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**Description** | Shared travel lanes of 14’ in width marked with shared lane markings

**Implementation Cost** | $26,000

**Notes** | This improvement will emphasize the multi-modal nature of this corridor and provide positive guidance to bicyclists as to where to position themselves in the travel lane to maximize safety of travel. It will also provide visual information to automobile drivers that they should expect bicyclists on the road and are required to share the space with them. This section of Oxford Ave has lower traffic volumes than there are west of Broadway that lends itself to this type of improvement.
**Oxford Avenue: Navajo to Broadway**

**Description** | 6’ wide striped bicycle lane next to 7’ wide parking lane

**Implementation Cost** | $50,000

**Notes** | This section of Oxford has higher traffic volumes and speeds requiring a higher design treatment than shared lane markings. There are currently raised medians installed on portions of this corridor as traffic calming devices that would need to be removed to implement this improvement. This is an important corridor that connects neighborhoods to the Oxford Ave LRT Station as well as to the Sherman and Clarkson bicycle facilities.

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**Clarkson St: Belleview to LDC Trail**

**Description** | Shared lane markings in 15’ travel lanes

**Implementation Cost** | $50,000

**Notes** | Clarkson St in this area is the boundary between Cherry Hills Village and Englewood. The boundary line varies in relation to the centerline of the street throughout this area resulting in the need for a joint project between Cherry Hills Village and Englewood. Traffic volumes and speeds in this section are commensurate with the installation of shared lane markings. The actual width of the pavement varies slightly due to the fact that the east side of the street has no curb or gutter. The current plan is to install painted shared lane markings here in the immediate terms and to install more permanent thermoplastic shared lane markings once the planned pavement overlay project for this roadway is completed in 2016.
**Description** | Bike boulevard consisting of shared lane markings in 11’ lanes and enhanced wayfinding signage

**Description** | Bike boulevard consisting of shared lane markings in 11’ lanes and enhanced wayfinding signage

**Implementation Cost** | $35,000

**Notes** | This section of Sherman St connects the improvements planned for Dartmouth and Oxford on a low volume neighborhood street that runs the entire length of the City. Although it has a narrow cross section in this area, the traffic speeds and volumes are low enough to justify this type of treatment. Bicycle and pedestrian scale wayfinding signage directing users to connecting routes and local destinations should be installed in this corridor to enhance its’ status as an important bicycle and pedestrian connector.

**Next Steps**

In addition, important projects that would cost more to implement and have bigger construction impacts were identified as high priorities. These projects would be the “Next Steps” projects to undertake to improve walking and biking in Englewood.

- Rail trail segment 1 from Big Dry Creek Trail to the Oxford LRT Station
- Rail trail segment 2 from City Center LRT Station to Bates Ave
- Protected bikeway on Floyd Ave from Inca St to Sherman St
- Protected bikeway on Oxford Ave between Navajo St and Broadway
- Priority pedestrian corridor improvements along Broadway from Hampden Ave to Dartmouth Ave
- Mid-block pedestrian crossing of Broadway at the Gothic Theater between Floyd Ave and Eastman Ave. A detailed engineering design for this improvement is already complete.
- Mid-block pedestrian crossing at the pedestrian paseos between Hampden Ave and Girard Ave.
F. Maintenance Considerations

The City of Englewood is considering investing further in the construction of bicycle and pedestrian facilities such as on-street bikeways, multi-use pathways and sidewalks, all of which provide significant, valuable recreational and transportation benefits to local residents and visitors. However, ongoing maintenance of these facilities, and in particular, funding sources to support maintenance must also be addressed.

This section summarizes existing maintenance activities in a number of peer cities to Englewood, based on interviews with staff of local agencies, and identifies challenges to maintaining on-street bike facilities, sidewalks and multi-use paths. It includes a description of components of successful maintenance programs in comparable communities.

Importance of Proper Maintenance

Maintaining on-street bike facilities, sidewalks and multi-use paths to a high standard is important for a variety of reasons.

Safety: Public agencies have a duty to protect the public welfare by maintaining facilities to a level that reduces potential safety hazards. This includes repairing damage on paths and sidewalks that may pose a tripping hazard, clearing snow in a timely manner, and preventing ice from forming.

Universal Access: Public agencies are required by federal law to maintain public facilities so that they are accessible to people with disabilities. Small but abrupt vertical changes in level along a path or sidewalk may not pose a safety hazard to able-bodied pedestrians, but may present an obstacle to people who are using wheelchairs or other mobility-assistive devices.

Attracting Use: Well-maintained facilities, with smooth surfaces, well-kept vegetation, and up-to-date signage will attract and sustain use, increasing the livability of the areas served by the network.

Liability: Allowing hazardous conditions to exist along a path or sidewalk exposes a local agency to potential lawsuits.

Protecting the Public Investment: Regular preventative maintenance on an on-street bike facility, path or sidewalk (e.g. periodic overlays on multi-use paths) can extend the lifetime of the existing facility and delay the need for more expensive repairs.

Primary Maintenance Functions

Primary functions of maintaining on-street bike facilities, sidewalks and multi-use paths include:

- Maintaining pavement quality through spot repairs, regular overlays and longer-term repaving
- Maintaining trails and sidewalks to ADA standards
- Sweeping and removal of garbage and debris on a regular basis
- Vegetation trimming to provide clear access on a monthly basis
- Snow removal after storms
- Restriping paths as needed, usually annually
- Landscaping maintenance on a weekly or monthly basis, including irrigation costs
- Lighting feature maintenance, including electricity costs
- Repair of damage due to storms, floods, collisions and other unforeseen events
- Repair and replacement of wayfinding or other signage
Research Methodology

The project team used the following strategies to research this topic and identify regional successes and struggles for reference.

- Interviews with Englewood staff
- Interviews with peer city staff
- National research on maintenance issues

Staff from Englewood and other peer communities were contacted and asked to share information about maintenance activities in their agency. Staff contacts are listed in Table F-1.

Table F-1: Agency Staff Contacted Regarding Bicycle and Pedestrian Facility Maintenance

<table>
<thead>
<tr>
<th>Name</th>
<th>Agency</th>
<th>Most Recent Communications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charlie Blosten</td>
<td>City of Littleton</td>
<td>Spoke on 1/29/2015</td>
</tr>
<tr>
<td>Dave Bakett/John Padon</td>
<td>City of Lakewood</td>
<td>Email on 2/3/2015</td>
</tr>
<tr>
<td>Dave Lee</td>
<td>City of Englewood</td>
<td>Spoke on 2/11/2015</td>
</tr>
<tr>
<td>Previous Research</td>
<td>City of Madison, WI</td>
<td>Previous Research</td>
</tr>
<tr>
<td>Contacts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dan Raine/Emily Snyder</td>
<td>City and County of Denver</td>
<td>Spoke in August 2015</td>
</tr>
</tbody>
</table>

Research Findings

Maintenance policies and procedures varied among the communities contacted. Of the agencies contacted, none had specific money/funding budgeted for bicycle and pedestrian facility maintenance, and none regularly require additional maintenance funding to be provided or allocated when a new bike facility was built. Most agencies stated that bicycle and pedestrian facility maintenance was completed not by one department in particular, but was a cross-department collaboration, often without pre-defined assignments or agreements. Table F-2 shows a summary of agency responses to questions relating to bicycle and pedestrian facility maintenance.
Table F-2: Maintenance Policy and Funding Summary by Agency Interviewed

<table>
<thead>
<tr>
<th>City</th>
<th>Existing Maintenance Budget for Bike/Ped from Capital Budget?</th>
<th>Allocation for Bike/Ped?</th>
<th>Add Funding to Maintenance Budget when new bike facilities are built?</th>
<th>Funding Sources Used</th>
<th>Maintenance Staff</th>
<th>Maintenance Prioritization</th>
<th>Citizen Reporting?</th>
<th>Existing Maintenance Programs</th>
<th>Maintenance Budget 2015</th>
<th>Current Capital Budget</th>
<th>Capital Budget Include Bike/Ped Improvements?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Littleton</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>General fund and then open space fund (20% of open space fund)</td>
<td>Grounds maintenance, streets</td>
<td>As needed. Funding is added incrementally throughout the years.</td>
<td>Pothole reporting app</td>
<td>Adopt a Trail, Adopt a Street</td>
<td>$1,950,000 (resurfacing)</td>
<td>$8.2 million</td>
<td>Sometimes, but not this year because of recent completions</td>
</tr>
<tr>
<td>Lakewood</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Operational budget and General fund for street resurfacing</td>
<td>PW and Community Resources</td>
<td>As needed. Funding is just absorbed highest risk areas addressed first. Unwritten - sweep trails once a month.</td>
<td>Yes and is highly used</td>
<td>Adopt a Street</td>
<td>$11,287,230 (PW only)</td>
<td>$22 million</td>
<td>$400,000 (plus one-time $2,000,000)</td>
</tr>
<tr>
<td>Englewood</td>
<td>Overall Open Space maintenance budget that is $2,137,252 for all Open Space facilities</td>
<td>No</td>
<td>No</td>
<td>Arapahoe Co Shareback funds</td>
<td>Open Space, Public Works, and SSRR</td>
<td>Safety first, then as needed; Vegetation and trash, scheduled</td>
<td>Generic form on the website for citizens to ask questions. Or phone call or email to the department.</td>
<td>None</td>
<td>$120,000 annually from Arapahoe Co sales tax in combination with overall Open Space budget</td>
<td>None anymore - years ago there was for open space projects. ($600,000 annually from Arapahoe County)</td>
<td></td>
</tr>
<tr>
<td>Madison</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Among others, sidewalks - Property Owner Assessment</td>
<td>Crosses departments (parks and City engineering), Added 1 FTE - 1/2 year striping and 1/2 year bus stop snow removal</td>
<td>Prioritizes higher-use trails. Documents for maintenance practices. (among others) City owned sidewalks and school/handicap crosswalks are maintained during regular business hours during a storm. Main bike routes are maintained starting at 4AM on weekdays in order to be traversable on morning commute.</td>
<td>Website reporting</td>
<td>$500,000 for bikeways program (capital budget); includes some resurfacing, etc</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: All information provided for Littleton, Lakewood, and Englewood is for FY 2015.
Obstacles to Proper Maintenance

There are three main obstacles to successful bicycle and pedestrian facility maintenance programs, according to the peer city interviews completed for this and other projects:

1. The first, and most common issue in the cities examined, is a lack of dedicated funding. There are fewer grants available for maintenance activities than are available for construction of new facilities.
2. Second, proper equipment, trained, or allocated personnel may not be available. For example, shared-use trails require narrow snow blowers for snow removal, but these machines may not be owned by the jurisdiction.
3. Third, there may be too little or too much coordination between different departments regarding whose responsibility it is to maintain bicycle and pedestrian facilities, and the exact duties that are required of the responsible party.
4. Most Cities “Make it Work”

Each of the communities that were surveyed (and many other communities that have been contacted through other studies) take an enthusiastic “make it work” approach to maintenance of bicycle and pedestrian facilities because the benefits of improved livability and desirability outweigh the additional money/time these facilities may require. It is worth noting that both Lakewood and Littleton have significantly higher lane miles of on-street and off-street bicycle facilities than Englewood, and they have continued to maintain them as necessary through alternate, combined, and shared funding and responsible agencies.

Case Studies - Why Other Communities are Successful

Additional information was gathered from case study cities (cities with readily available maintenance information) with successful maintenance programs or policies to aid in comparing with Englewood’s current policies and concerns. These case study cities (as well as peer cities) build and maintain bicycling and walking facilities because they are a priority for the community. As a result, they are privy to the economic benefits and quality of life benefits these types of facilities bestow on the community. A few examples of information provided by these cities to describe approach to maintenance or reasoning for providing bicycle and pedestrian facilities with continuing maintenance are listed below:

- Madison - “We treat bicycling infrastructure no different from other infrastructure we have. We don’t ask that [about maintenance cost concerns] about other development. We don’t stop building housing because of the cost of trash pick-up and sewers.”
- A study of Maryland’s Northern Central Rail Trail found that the state received $303,000 per year in trail related tax income while paying $192,000 per year in maintenance.
- Dayton and Miami Valley – the trail system, which cost approximately $50 million over 30 years, has an annual positive economic impact of nearly $15 million.
G. Potential Economic Benefits

There are two categories of potential economic benefits related to improving pedestrian and bicycle facilities in Englewood. The first category, labeled Qualitative Benefits, is related to improving the attractiveness of Englewood to new residents and supporting current residents desires to stay in the community. These benefits are hard to quantify and consist of quality of life improvements, property value increases, sales tax receipt impacts, and other more intangible benefits. The second are more quantifiable and measurable benefits related to lower transportation costs, improved community health and improved environmental characteristics.

Figure G-1 illustrates qualitative benefits of improving bicycle and pedestrian systems.
Additionally there are qualitative benefits for health and safety shown in Figure G-2.

**Figure G-2: Health and Safety Benefits of Bikeways**

- **40% Safer**
- **37% Reduction in Sidewalk Riding**
- **56% Reduction in Injuries**
- **$250 Less in Health Care Costs**
- **More Separation Also Protects Pedestrians**
- **Bikeway Streets Bring Bicyclists**

Quantified Benefit Calculation

This section contains an analysis of the quantified benefits that might occur as the result of implementing the recommended projects in the Englewood Walk and Wheel Master Plan. The analysis estimates the number of bicycle and pedestrian trips that would directly result from the implementation of the project list, approximates the corresponding reduction in vehicle trips and vehicle miles travelled (VMT), and assesses the potential health-, environmental-, and transportation-related benefits.

The impact analysis utilizes a standard methodology for calculating health-, environmental-, and transportation-related benefits. All projections are based on five-year estimates from the U.S. Census Bureau, which are then extrapolated through the use of various multipliers derived from national studies and quantified in terms of monetary value where appropriate. The estimated monetary values are then calibrated to baseline values and compared to bicycling and pedestrian mode splits of peer cities that recently have implemented similar projects.

Selecting Peer Cities

The consultant team examined levels of bicycling and walking in municipalities with similar infrastructure already in place, called peer cities. Selection factors in choosing these municipalities included the existing street network, geographic location, climate, topography, socio-demographic data, and the completeness of the city’s bicycle and pedestrian network.
Table G-1: General Characteristics Comparison of Selected Peer Cities

<table>
<thead>
<tr>
<th></th>
<th>Englewood</th>
<th>Littleton, CO</th>
<th>Oak Park, IL</th>
<th>Claremont, CA</th>
<th>Jackson, WY</th>
<th>Park City, UT</th>
<th>Helena, MT</th>
<th>Bozeman, MT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Street Network</strong></td>
<td>Tight Grid</td>
<td>Loose Grid</td>
<td>Large Grid</td>
<td>Large Grid</td>
<td>Linear</td>
<td>Tight Grid</td>
<td>Tight Grid</td>
<td>Tight Grid</td>
</tr>
<tr>
<td><strong>Region</strong></td>
<td>Mountain West</td>
<td>Mountain West</td>
<td>Midwest</td>
<td>West</td>
<td>Mountain West</td>
<td>Mountain West</td>
<td>Mountain West</td>
<td>Mountain West</td>
</tr>
<tr>
<td><strong>Climate</strong></td>
<td>Semi-Arid</td>
<td>Semi-arid</td>
<td>Humid Continental</td>
<td>Mediterranean</td>
<td>Continental</td>
<td>Semi-arid</td>
<td>Semi-arid</td>
<td>Continental</td>
</tr>
<tr>
<td><strong>Elevation (ft)</strong></td>
<td>5,371</td>
<td>5,351</td>
<td>594</td>
<td>1,168</td>
<td>6,237</td>
<td>3,875</td>
<td>7,000</td>
<td>4,820</td>
</tr>
<tr>
<td><strong>Population</strong></td>
<td>30,840</td>
<td>41,737</td>
<td>51,878</td>
<td>34,926</td>
<td>9,577</td>
<td>7,873</td>
<td>28,190</td>
<td>37,280</td>
</tr>
<tr>
<td><strong>Population Density per Square Mile</strong></td>
<td>4,844</td>
<td>2,902</td>
<td>11,038</td>
<td>2,600</td>
<td>3,291</td>
<td>4,430</td>
<td>1,724</td>
<td>1,950</td>
</tr>
<tr>
<td><strong>Percent Minority Population</strong></td>
<td>28.2%</td>
<td>8.2%</td>
<td>32.3%</td>
<td>29.4%</td>
<td>20.2%</td>
<td>19.0%</td>
<td>6.7%</td>
<td>6.4%</td>
</tr>
<tr>
<td><strong>Bicycle Friendly Community Award Level</strong></td>
<td>None</td>
<td>None</td>
<td>Bronze</td>
<td>Silver</td>
<td>Gold</td>
<td>Silver</td>
<td>Bronze</td>
<td>Silver</td>
</tr>
<tr>
<td><strong>Walk Friendly Community Award Level</strong></td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

Bozeman, Claremont, Helena, Jackson, Littleton, Oak Park, and Park City were chosen by the consultant team as peer cities because they have similar design, geographic, and demographic characteristics to Englewood, and because each city except for Littleton has achieved a Bronze Level League of American Bicyclists' Bicycle Friendly Community® award designation or higher. After the identification of peer cities based on general characteristics, the consultant team analyzed the bicycle and pedestrian commute data from each city. Compared to selected peer cities, Englewood has the second lowest bicycle commute mode share (1.55%) and third lowest pedestrian commute mode share (2.75%) according to five-year American Community Survey data from 2009 to 2013.
Table G-2: Estimated Future Walk and bike Mode Split

<table>
<thead>
<tr>
<th></th>
<th>Englewood</th>
<th>Littleton, CO</th>
<th>Oak Park, IL</th>
<th>Claremont, CA</th>
<th>Jackson, WY</th>
<th>Park City, UT</th>
<th>Helena, MT</th>
<th>Bozeman, MT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employed Population¹</td>
<td>16,606</td>
<td>21,011</td>
<td>26,792</td>
<td>14,493</td>
<td>6,224</td>
<td>4,262</td>
<td>15,122</td>
<td>21,050</td>
</tr>
<tr>
<td>Daily Bicycle Commute Trips¹</td>
<td>257</td>
<td>131</td>
<td>445</td>
<td>270</td>
<td>171</td>
<td>119</td>
<td>482</td>
<td>1,227</td>
</tr>
<tr>
<td>Bicycle Commute Mode Share¹</td>
<td>1.55%</td>
<td>0.62%</td>
<td>1.66%</td>
<td>1.86%</td>
<td>2.75%</td>
<td>2.79%</td>
<td>3.19%</td>
<td>5.83%</td>
</tr>
<tr>
<td>Scenario 1 Future Bicycle Commute Mode Share*</td>
<td>1.76%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scenario 2 Future Bicycle Commute Mode Share**</td>
<td>2.75%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scenario 3 Future Bicycle Commute Mode Share***</td>
<td>4.24%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Walk Commute Trips¹</td>
<td>456</td>
<td>497</td>
<td>967</td>
<td>1,392</td>
<td>608</td>
<td>77</td>
<td>1,187</td>
<td>2,055</td>
</tr>
<tr>
<td>Walk Commute Mode Share¹</td>
<td>2.75%</td>
<td>2.37%</td>
<td>3.61%</td>
<td>9.60%</td>
<td>9.77%</td>
<td>1.81%</td>
<td>7.85%</td>
<td>9.76%</td>
</tr>
<tr>
<td>Scenario 1 Future Walk Commute Mode Share*</td>
<td>2.99%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scenario 2 Future Walk Commute Mode Share**</td>
<td>7.85%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scenario 3 Future Walk Commute Mode Share***</td>
<td>9.76%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Based on the difference between Englewood’s existing bicycle and walk commute mode share and the 25th percentile bicycle and walk mode share of peer cities.
**Based on the difference between Englewood’s existing bicycle and walk commute mode share and the 50th percentile bicycle and walk mode share of peer cities.
***Based on the difference between Englewood’s existing bicycle and walk commute mode share and the 90th percentile bicycle and walk mode share of peer cities.
Multipliers

Multipliers were developed through an analysis of the relationship between two or more model inputs (such as the number of vehicle-miles reduced) and associated model outputs (such as the cost of road maintenance per every vehicle-mile travelled). The model used for this study utilizes over 50 multipliers in order to extrapolate daily, monthly, and annual trip rates, trip distance, vehicle trips replaced, emission rates, physical activity rates, and other externalities linked to an increase in bicycling and walking trips and to a decrease in motor vehicle trips. Individual multipliers of note are covered in more detail in the sections that follow.

Limitations

The primary purpose of the analysis is to enable a more informed policy discussion on whether and how best to invest in a bicycle and pedestrian network in Englewood. Even with extensive primary and secondary research incorporated into the impact analysis model, it is impossible to accurately predict the exact impacts of various factors. Accordingly, all estimated benefit values are rounded and should be considered order of magnitude estimates, rather than exact amounts.

Health Benefits

The implementation of a well-designed, connected bicycle and pedestrian network across Englewood will encourage a shift from energy-intensive modes of transportation such as cars and trucks to active modes of transportation such as bicycling and walking. The impact analysis model evaluates and quantifies the estimated increase in bicycling and walking trips, the estimated increase in hours of physical activity, and the annual savings resulting from reduced healthcare costs. In order to evaluate these health factors, the consultant team analyzed readily-available data inputs.

Health Calculations

The primary inputs into the health component of the impact analysis model come from five-year estimates of commute trip data from the U.S. Census Bureau. Five-year estimates were chosen because they are the most reliable dataset available from the U.S. Census Bureau between the 10-year censuses and because they allow for analysis at the individual census tract level.

After extrapolating the commute trip data to recreational trips and to estimate daily, monthly, and annual trip values, the consultant team used a series of multipliers and assumptions to calculate the various health factors. Englewood currently experiences 977,000 bicycle trips and 1,593,000 walk trips per year. If the City implements the recommended projects under Scenario 1, Englewood could experience 135,000 additional bicycling trips and 204,000 additional walking trips per year. If the recommended projects under Scenario 2 are implemented, the City could experience 757,000 additional bicycling trips and 4,311,000 additional walking trips per year. If the City implements the recommended projects under Scenario 3, Englewood could experience 1,702,000 additional bicycling trips and 5,929,000 additional walking trips per year. Using trip distance multipliers derived the National Household Travel Survey (NHTS) and annual vehicle trip replacement factors derived from a combination of US Census data, NHTS data, and historic Safe Routes to School data, the estimated increase in distance bicycled is 187,000, 1,048,000, and 2,357,000 miles per year for Scenario 1, 2, and 3, respectively. The estimated increase in distance walked is 61,000, 1,293,000, and 1,779,000 miles per year for the Scenario 1, 2, and 3, respectively. The combined bicycle and walk trips for Scenario 3 would result in 3,441,000 fewer vehicle-miles travelled (VMT) annually.

These annual distance estimates and VMT reduction estimates were used to calculate changes in physical activity rates among residents in Englewood. Implementation of the recommended projects for
Scenario 1 could result in 39,000 more hours of physical activity per year among Englewood residents, and 536,000 and 829,000 for Scenarios 2 and 3, respectively. This increase in physical activity means that no more residents will be meeting the Centers for Disease Control and Prevention (CDC) minimum number of hours of physical activity per day under Scenario 1, 4,000 under Scenario 2, and 6,000 under Scenario 3. This is equal to a jump from approximately 18.83 percent of the regional physical activity need being met at current baseline levels to 36.59 percent of the regional physical activity need being met under Scenario 3 – an increase of 17.76 percent. This growth in the percent of people within the City exercising also equates to a $238,000 reduction in healthcare expenses per year under Scenario 3.

Table G-3: Annual Health Benefits

<table>
<thead>
<tr>
<th>Englewood</th>
<th>Baseline</th>
<th>Scenario 1</th>
<th>Scenario 2</th>
<th>Scenario 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Bicycle Trips</td>
<td>977,000</td>
<td>1,112,000</td>
<td>1,734,000</td>
<td>2,679,000</td>
</tr>
<tr>
<td>Annual Miles Bicycled</td>
<td>2,240,000</td>
<td>2,427,000</td>
<td>3,288,000</td>
<td>4,597,000</td>
</tr>
<tr>
<td>Annual Walk Trips</td>
<td>2,319,000</td>
<td>2,523,000</td>
<td>6,630,000</td>
<td>8,248,000</td>
</tr>
<tr>
<td>Annual Miles Walked</td>
<td>1,593,000</td>
<td>1,654,000</td>
<td>2,886,000</td>
<td>3,372,000</td>
</tr>
<tr>
<td>Annual Hours of Physical Activity</td>
<td>755,000</td>
<td>794,000</td>
<td>1,291,000</td>
<td>1,467,000</td>
</tr>
<tr>
<td>Number of Resident Meeting CDC</td>
<td>6,000</td>
<td>6,000</td>
<td>10,000</td>
<td>12,000</td>
</tr>
<tr>
<td>Recommended Number of Hours of</td>
<td>18.83%</td>
<td>19.80%</td>
<td>32.20%</td>
<td>39.51%</td>
</tr>
<tr>
<td>Physical Activity Need Met</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Healthcare Cost Savings</td>
<td>$105,000</td>
<td>$115,000</td>
<td>$262,000</td>
<td>$343,000</td>
</tr>
</tbody>
</table>

Environmental Benefits

While the causes of physical inactivity and pollution stem from many sources, the implementation of the recommended bicycle and pedestrian projects in Englewood will contribute to a shift from energy-intensive modes of transportation such as cars and trucks to active modes of transportation such as bicycling and walking. The impact analysis model evaluates and quantifies the estimated increase in bicycling and walking trips and the annual savings from reduced vehicle emissions. In order to evaluate these environmental factors, a number of readily-available data inputs were analyzed.

Environmental Calculations

The primary inputs into the environmental component of the impact analysis model come from five-year estimates of commute trip data from the U.S. Census Bureau. Using the same estimates of VMT reduction calculated in the health benefits analysis, changes in hydrocarbon, particulate matter, nitrous oxides, carbon monoxide, and carbon dioxide were analyzed. In total, the replacement of motor vehicle trips with active transportation trips may result in an estimated 302,000, 3,509,000, and 5,726,000 fewer pounds of CO2 emissions per year under Scenario 1, 2, and 3, respectively, and 7,000, 67,000, and 111,000 fewer pounds of other vehicle emissions under Scenario 1, 2, and 3, respectively. Based on a review of air emissions studies, each pound of emissions were assigned an equivalent dollar amount based on how much it would cost to clean up the pollutant or the cost equivalent of how much damage the pollutant causes the environment. The total reduction in vehicle emissions is equal to a savings of $115,000 in related environmental damage or clean-up per year under Scenario 3. Other potential ecological services associated with the bicycle projects such as water regulation, carbon sequestration, carbon storage, and waste treatment exist, but the quantifiable value of these services are negligible on the overall impact of the recommended project list.
Table G-4: Annual Environmental Benefits

<table>
<thead>
<tr>
<th></th>
<th>Englewood</th>
<th>Baseline</th>
<th>Scenario 1</th>
<th>Scenario 2</th>
<th>Scenario 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduction in CO2 Emissions (lbs)</td>
<td>2,664,000</td>
<td>2,966,000</td>
<td>6,173,000</td>
<td>8,390,000</td>
<td></td>
</tr>
<tr>
<td>Reduction in CO2 Emissions (lbs) (beyond baseline scenario)</td>
<td>302,000</td>
<td>3,509,000</td>
<td>5,726,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reduction in Other Vehicles Emissions (lbs)</td>
<td>53,000</td>
<td>60,000</td>
<td>120,000</td>
<td>164,000</td>
<td></td>
</tr>
<tr>
<td>Reduction in Other Vehicles Emissions (lbs) (beyond baseline scenario)</td>
<td>7,000</td>
<td>67,000</td>
<td>111,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Vehicle Emission Cost Savings</td>
<td>$55,000</td>
<td>$61,000</td>
<td>$123,000</td>
<td>$170,000</td>
<td></td>
</tr>
<tr>
<td>Total Vehicle Emission Cost Savings (beyond baseline scenario)</td>
<td>$6,000</td>
<td>$68,000</td>
<td>$115,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Transportation Benefits**

The most readily identifiable benefits of the recommended project list derive from their use as a connection between activity centers and residences. While no money may change hands, real savings can be estimated from the reduction costs associated with congestion, vehicle crashes, road maintenance, and household vehicle operations.

**Transportation Calculations**

The primary inputs into the health component of the impact analysis model come from five-year estimates of commute trip data from the U.S. Census Bureau.

Utilizing the same calculations for estimated increase in annual bicycle and walk trips and annual VMT reductions used in the health and environmental components, transportation-related cost savings can be calculated. By multiplying the amount of VMT reduced by established multipliers for traffic congestion, vehicle collisions, road maintenance, and vehicle operating costs, monetary values can be assigned to the transportation-related benefits. In total, an annual cost savings of $245,000, $2,648,000, and $4,438,000 is estimated for the City under Scenario 1, 2, and 3, respectively.
### Table G-5: Annual Transportation Benefits

<table>
<thead>
<tr>
<th></th>
<th>Scenario 1</th>
<th>Scenario 2</th>
<th>Scenario 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Congestion Cost Savings</td>
<td>$115,000</td>
<td>$128,000</td>
<td>$259,000</td>
</tr>
<tr>
<td>Vehicle Collision Cost Savings</td>
<td>$819,000</td>
<td>$914,000</td>
<td>$1,845,000</td>
</tr>
<tr>
<td>Road Maintenance Cost Savings</td>
<td>$245,000</td>
<td>$274,000</td>
<td>$554,000</td>
</tr>
<tr>
<td>Household Vehicle Cost Savings</td>
<td>$934,000</td>
<td>$1,042,000</td>
<td>$2,103,000</td>
</tr>
<tr>
<td>Total Vehicle Costs Savings</td>
<td>$2,113,000</td>
<td>$2,358,000</td>
<td>$4,761,000</td>
</tr>
<tr>
<td>Additional Cost Savings (beyond baseline scenario)</td>
<td>$0</td>
<td>$245,000</td>
<td>$2,648,000</td>
</tr>
</tbody>
</table>

### Table G-6: Total Annual Benefits

<table>
<thead>
<tr>
<th></th>
<th>Baseline</th>
<th>Scenario 1</th>
<th>Scenario 2</th>
<th>Scenario 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Health Benefits</td>
<td>$105,000</td>
<td>$115,000</td>
<td>$262,000</td>
<td>$343,000</td>
</tr>
<tr>
<td>Annual Environmental Benefits</td>
<td>$55,000</td>
<td>$61,000</td>
<td>$123,000</td>
<td>$170,000</td>
</tr>
<tr>
<td>Annual Transportation Benefits</td>
<td>$2,113,000</td>
<td>$2,358,000</td>
<td>$4,761,000</td>
<td>$6,551,000</td>
</tr>
<tr>
<td>Total Annual Benefits</td>
<td>$2,273,000</td>
<td>$2,534,000</td>
<td>$5,146,000</td>
<td>$7,064,000</td>
</tr>
<tr>
<td>Total Additional Annual Benefits (beyond baseline scenario)</td>
<td>$0</td>
<td>$261,000</td>
<td>$2,873,000</td>
<td>$4,791,000</td>
</tr>
</tbody>
</table>

### Total Benefits

If all of the projects under Scenario 1 for the Englewood Walk and Wheel Master Plan are implemented, the City could experience a total of $261,000 in additional health-, environmental-, and transportation-related benefits per year. Scenario 2 could experience $2,873,000 in annual benefits, and Scenario 3 could experience $4,791,000 in annual benefits.
COUNCIL COMMUNICATION

Meeting Date: October 19, 2015
Agenda Item: 11ai
Subject: CoWARN Mutual Aid and Assistance Agreement

Initiated By: Littleton/Englewood Wastewater Treatment Plant
Staff Source: Dennis W. Stowe, Littleton/Englewood Wastewater Treatment Plant Manager

PREVIOUS COUNCIL ACTION

On January 22, 2007, Englewood City Council adopted a Bill for Ordinance approving the Colorado’s Water/Wastewater Agency Response Network (CoWARN) Mutual Aid and Assistance Agreement.

RECOMMENDED ACTION

The Littleton/Englewood Supervisory Committee recommends City Council adopt a Bill for Ordinance Approving the Colorado’s Water/Wastewater Agency Response Network (CoWARN) Mutual Aid and Assistance Agreement.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Colorado Water and Wastewater Agency Response Network (CoWARN) is a network for municipal utilities departments to help other utilities departments during emergencies. CoWARN provides a method for water and wastewater utilities that have sustained or anticipate damages to receive intrastate assistance in a timely manner. Participants can then receive or provide support in the form of personnel, equipment, materials and other services.

CoWARN was established because in past disasters, it was discovered that municipal utilities operations are a specialized field with special requirements and the entity in need must be self-sufficient until the arrival of other government aid. CoWARN enables quick response time at local and state levels of government during natural and human caused events.

Littleton/Englewood Wastewater Treatment Plant (L/E WWTP) had provided emergency services under CoWARN. During and after the floods in 2013, an engine driven pump was loaned to Estes Park. The pump maintained sewer service to the high school and surrounding sub-divisions after a sewer line crossing in Fish Creek was washed out.

FINANCIAL IMPACT

There is no financial impact associated with the agreement itself. Financial impact would only occur when emergency services are rendered and the agreement sets forth the conditions for a payment of services.

LIST OF ATTACHMENTS
• Ordinance No. 6 Series of 2008
• Revised Intergovernmental Agreement: Colorado’s Water / Wastewater Agency Response Network (CoWARN) Mutual Aid and Assistance Agreement
BY AUTHORITY

ORDINANCE NO. _______ SERIES OF 2015
COUNCIL BILL NO. 54 INTRODUCED BY COUNCIL MEMBER _________

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) ENTITLED “COLORADO’S WATER/WASTEWATER AGENCY RESPONSE NETWORK (CoWARN) MUTUAL AID AND ASSISTANCE AGREEMENT” BETWEEN MUNICIPAL UTILITIES DEPARTMENTS TO HELP MEMBER UTILITIES DEPARTMENTS DURING EMERGENCIES.

WHEREAS, the Colorado Water and Wastewater Agency Response Network (CoWARN) is a network for municipal utilities departments and private Water and Wastewater Utilities formed to help member utility departments before, during and after an emergency; and

WHEREAS, CoWARN would provide a method for water and wastewater utilities that have sustained or anticipate damages to receive intrastate assistance in a timely manner; and

WHEREAS, CoWARN was established because in past disasters, it was discovered that municipal utilities operations are a specialized field with special requirements and the entity in need must be self-sufficient until the arrival of other government aid; and

WHEREAS, CoWARN enables quick response time at local and state levels of government during natural and human caused events; and

WHEREAS, CoWARN recognizes that emergencies may require assistance in the form of personnel, equipment and supplies from outside the area of impact, the signatory utilities established CoWARN; and

WHEREAS, through CoWARN, members coordinate response activities and share resources during emergencies; and

WHEREAS, the passage of this Ordinance allows the City of Englewood, Colorado to join this network of municipal utilities departments and other utility departments during emergencies enabling quick response time at local and state levels of government during natural and human caused emergencies;

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

Section 1. The City Council of Englewood, Colorado, hereby approves the Intergovernmental Agreement entitled “Colorado’s Water/Wastewater Agency Response Network (CoWARN) Mutual Aid and Assistance Agreement” for mutual aid and assistance during emergencies, a copy of which is attached hereto as Exhibit A.
Section 2. The Mayor is hereby authorized to sign and the City Clerk to attest said CoWARN Mutual Aid and Assistance Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 19th day of October, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 22nd day of October, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 21st day of October, 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 19th day of October, 2015.

Loucrishia A. Ellis
Colorado's Water/Wastewater Agency Response Network (CoWARN) Mutual Aid and Assistance Agreement

This CoWARN Mutual Aid and Assistance Agreement (Agreement) is made and entered into by public and private water and wastewater utilities that have, by executing this Agreement, manifested their intent to participate in Colorado's Water/Wastewater Agency Response Network (CoWARN).

This Agreement is authorized under Section 24-33.5-713 of the Colorado Revised Statutes.

ARTICLE I. PURPOSE

Recognizing that emergencies affecting water and wastewater utilities may require assistance in the form of resources from other water and wastewater utilities located outside the area of impact, CoWARN was established by utilities. Through execution of this agreement, members coordinate response activities and share resources during emergencies. This agreement outlines the mutual aid and assistance requirements between requesting and responding members.

ARTICLE II. DEFINITIONS

A. Emergency- A natural or manmade event placing a member's ability to provide water and/or wastewater service that is, or is likely to be, beyond the control of the resources of the affected Member and requires immediate action.

B. Member- Any public or private water or wastewater utility that manifests intent to participate in CoWARN by executing this Agreement.

C. Authorized Official- An employee of a member that is authorized by the member's governing board or management to request assistance or offer assistance under this Agreement.

D. Requesting Member- A member who requests assistance under CoWARN pursuant to this Agreement.

E. Responding Member- A member that responds to a request for assistance under CoWARN pursuant to this Agreement.

F. Resources- The personnel, equipment, materials and supplies of a responding member that are or may be the subject of a request for assistance by a requesting member.

G. Period of Assistance- A specified period of time when a responding member assists a requesting member. The period commences when resources depart from a responding member's facility and ends when the resources return to the responding member's facility (portal to portal). All protections identified in the Agreement apply during this period. The specified period of assistance may occur during response to or recovery from an emergency.

H. National Incident Management System (NIMS)- A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
ARTICLE III.
ADMINISTRATION
This Agreement shall be administered pursuant to the terms and conditions of this Agreement and any bylaws that have been duly adopted by the members.

ARTICLE IV.
REQUESTS FOR ASSISTANCE
A. Member Contacts: Upon execution of this Agreement, members shall identify an authorized official and alternates, provide contact information including 24-hour access, and maintain resource information made available by the member for mutual aid and assistance response.

B. Requests for Assistance: In the event of an emergency, a member's authorized official may request assistance from other participating members by submitting the request using the procedures set forth in the most current version of the CoWARN Operational Plan (Plan).

C. Response to a Request for Assistance: After a member receives a request for assistance, the authorized official of the responding member will evaluate whether resources are available to respond to the request for assistance. If a responding member is willing and able to provide assistance, the response shall be conducted in accordance with the Plan.

ARTICLE V.
RESPONDING TO REQUESTS FOR ASSISTANCE
A. Discretion of Responding Member's Authorized Official: Execution of this Agreement does not create any duty to respond to a request for assistance. When a member receives a request for assistance, the authorized official of a member shall have absolute discretion for the purposes of this Agreement as to the availability and use of its organization's resources.

B. Right to Withdraw: The responding member's authorized official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the requesting member's authorized official as soon as practicable.

C. National Incident Management System (NIMS): When providing assistance under this Agreement, the requesting member and responding member shall be organized and shall function under NIMS.

D. Control: The resources of the responding member shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the responding member and shall be returned to the responding member immediately upon request. Representatives of the requesting member shall suggest work assignments and schedules for the personnel of the responding member; however, the designated supervisory personnel of the responding member shall have the exclusive responsibility and authority for assigning work and establishing work schedules for the personnel of the responding member. The designated supervisory personnel of the responding member shall maintain daily personnel time records and a log of equipment hours, be responsible for the operation and maintenance of the equipment furnished by the responding member, and report work progress to the requesting member.

E. Food and Shelter: The requesting member shall supply reasonable food and shelter for responding member personnel during the period of assistance. If the requesting member fails to provide food and shelter for responding member personnel, the responding member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The requesting member remains responsible for reimbursing the responding member for all costs associated with providing food and shelter. The rates of reimbursement to the responding member for such resources shall not exceed

2
the state per diem rates for that area.

F. Safety: All personnel shall comply with established rules of their own member and all Federal, State and Local regulations. Additional safety rules may be established by mutual agreement of the requesting member and responding member as conditions require as long as they do not decrease the margin of safety. Any special safety requirements will be communicated to all personnel by the requesting member. This includes, but is not limited to, potential exposures due to the presence of chemicals, or other hazardous elements in the work environment. Members will establish minimum safety rules for all personnel performing work and will be responsible for ensuring compliance of these rules by their respective personnel.

G. Communication: The requesting member shall provide responding member personnel with applicable communication equipment and contact information as available, in order to facilitate communications with local responders and utility personnel.

H. Status: Unless otherwise provided by law, the responding member's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

I. Licenses, Certifications and Permits: To the extent permitted by law, responding member personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified period of assistance.

J. Laws and Regulations: Members shall be responsible for compliance with all Federal, State and Local laws and regulations related to the work they perform for the emergency and work associated therewith under this Agreement.

ARTICLE VI.
COST REIMBURSEMENT

The requesting member shall reimburse the responding member for each of the following categories of costs incurred while providing aid and assistance during the specified period of assistance. This does not preclude members from mutually agreeing, in writing, to an alternative reimbursement.

A. Personnel: Responding member personnel are to be paid for work completed during a specified period of assistance according to the terms provided in their employment contracts or other conditions of employment. The responding member designated supervisor(s) must keep accurate records of work performed by personnel during the specified period of assistance. Requesting member reimbursement to the responding member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

B. Equipment: The responding member shall be reimbursed for the use of its equipment during the period of assistance according to the Schedule of Equipment Rates established and published by the Federal Emergency Management Agency (FEMA). Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be developed based on recovery of actual costs incurred.

C. Materials and Supplies: The requesting member must reimburse the responding member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The responding member must not charge direct fees or rental charges to the requesting member for other supplies and reusable items that are returned to the responding member in a clean, damage-free condition. Reusable supplies that are returned to the responding member with damage must be treated as
expendable supplies for purposes of cost reimbursement.

D. Payment Period: The responding member must provide an itemized bill to the requesting member for all expenses it incurred as a result of providing assistance under this Agreement. The responding member must send the itemized bill no later than ninety (90) days following the end of the period of assistance. The requesting member must pay the bill in full on or before the sixtieth (60th) day following the billing date. Unpaid bills become delinquent on the sixty-first (61st) day following the billing date, and once delinquent, the bill accrues interest at the bank prime loan rate, as reported in the Federal Reserve Statistical Release H.15, for the date the request is made, plus two percent (2%) per annum, computed on an actual days/actual days basis.

ARTICLE VII.
INDEPENDENT CONTRACTOR, LIABILITY, INSURANCE, AND IMMUNITY
The responding member shall be an independent contractor of the requesting member and wages, hours and other terms and conditions of employment of the responding member shall be applicable. The responding member shall procure and maintain in full force and effect at all times, unemployment insurance and workers' compensation insurance in accordance with the statutes of its respective home state, and wherever such benefits can be claimed. Notwithstanding Articles V, VI, and VII, each member shall bear the risk of its own actions, as it does with its day-to-day operations.

If the responding member is a "Public Entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the responding member shall at all times during the term of this agreement maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the requesting member, the responding member shall show proof of such insurance satisfactory to requesting member.

If the responding member is not a Public Entity, such responding member shall be subject to the minimum required insurance amounts in Exhibit A. Nothing contained herein will constitute a waiver by any member of the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

ARTICLE VIII.
SIGNATORIES
In the event of a claim, demand, action, or proceeding of whatever kind or nature arising out of a specified period of assistance, those requesting and responding members who receive and provide assistance shall be totally responsible for any liability, damages, or costs. Those members whose involvement in the subject transaction or occurrence is limited to execution of this Agreement and the receipt of a request for assistance shall have no liability or responsibility whatsoever for any such claim, action, demand, or other proceeding.

ARTICLE IX.
EFFECTIVE DATE AND TERM
This Agreement shall be effective after the member executes the Agreement and the applicable Regional Committee Chairperson, Steering Committee member, or Statewide Committee member receives the Agreement. This Agreement shall continue in force and remain binding on each and every member until December 31st of 2035. This Agreement may be renewed for a period of twenty years upon the signature of those members who wish to participate. Any member may terminate its participation in this Agreement pursuant to Article X.

ARTICLE X.
WITHDRAWAL
A member may withdraw from CoWARN by providing written notice of its intent to withdraw to the Regional Committee Chairperson, Steering Committee member, or Statewide Committee member. Withdrawal takes
effect upon receipt of the notice. Withdrawal of participation in CoWARN by a member shall not affect the continued operation of this Agreement between and among the remaining members.

ARTICLE XI.
MODIFICATION
No provision of this Agreement may be modified, altered, or rescinded by individual members. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of members within each region and a unanimous agreement among the regions. All members will be notified of approved modifications to this Agreement. Approved modifications take effect sixty (60) days after the date upon which members are notified.

ARTICLE XII.
PRIOR AGREEMENTS
This Agreement supersedes all prior agreements between members regarding mutual aid and assistance under CoWARN to the extent that such prior agreements are inconsistent with this Agreement.

ARTICLE XIII.
PROHIBITON ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES
This Agreement is for the sole benefit of the members, and no person or entity must have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water and/or Wastewater Utility listed here manifests its intent to be a member of CoWARN by executing this Agreement on this_______day of_________________ 20__.

Water/Wastewater Utility: ________________________________

By: ________________________________________________

Title: ______________________________________________

Authorized Officials:

Name: ______________________________________ Phone: __________________

Name: ______________________________________ Phone: __________________

Name: ______________________________________ Phone: __________________

Name: ______________________________________ Phone: __________________

24-hour Contact: __________________________________ Phone: __________________
Exhibit A
MINIMUM INSURANCE REQUIREMENTS FOR NON PUBLIC ENTITY MEMBERS

Non Public Entity Responding and Requesting Members shall procure and maintain in full force and effect at all times (during the "Period of Assistance" or "Emergency") the following insurance coverage’s, with insurance companies qualified to do business in the State of Colorado:

1. Unemployment insurance and workers' compensation insurance in accordance with the statutes of its respective home state,

2. Commercial general liability insurance, and automobile liability insurance for owned, hired and non-owned vehicles. Each policy shall insure against claims for bodily injury (including death) and property damage. Each policy shall have a limit of not less than $1,000,000 per occurrence. Non Public Entity Member shall have the right to meet the primary insurance requirements of section (2), through its own self-insurance, provided the Non Public Entity Member is authorized to provide such self-insurance in its home state.

3. In addition, each Non Public Entity Member shall carry umbrella coverage that "follows form" and extends over the insurance policies within (2) above, of not less than $1 million.
COUNCIL COMMUNICATION

Meeting Date: October 19, 2015
Agenda Item: 11aii
Subject: Recommendation to approve a bill for an ordinance related to Hotel and Motel Licensing

Initiated By: Police Department
Staff Source: Deputy Chief Jeff Sanchez

PREVIOUS COUNCIL ACTION

N/A

RECOMMENDED ACTION

The Police Department recommends that City Council adopt a Bill for an Ordinance which would add a new section (5-30) to the Englewood Municipal Code 2000 pertaining to Hotel and Motel Services – Licensing.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This ordinance would require any person or entity providing hotel or motel services to obtain a license in order to provide these services in Englewood.

There are conditions which pertain to the transfer of a license, as well as changes involving an owner, officer, director, etc.

A Pest Control Certification will need to be submitted with the license application.

The Fire Marshal and Building Division will be required to inspect the hotel/motel prior to the issuance or renewal of a license. The licensee will need to be in compliance with all Englewood codes prior to the issuance of a license or renewal.

FINANCIAL IMPACT

No significant financial impact is anticipated.

LIST OF ATTACHMENTS

Bill for an Ordinance
BY AUTHORITY

ORDINANCE NO. _____  COUNCIL BILL NO. 55
SERIES OF 2015  INTRODUCED BY COUNCIL
MEMBER _____________

A BILL FOR

AN ORDINANCE APPROVING A NEW CHAPTER 30 OF TITLE 5, BUSINESS AND LICENSE REGULATIONS, FOR THE LICENSING AND REGULATION OF HOTEL AND MOTEL SERVICES WITHIN THE CITY OF ENGLEWOOD.

WHEREAS, the Englewood City Council desires to address current problems and issues with motels in Englewood; and

WHEREAS, under 31-15-501 of the Colorado Revised Statues, a municipality is given the power to regulate businesses; and

WHEREAS, the Englewood Municipal Code does not currently license or regulate hotels or motels; and

WHEREAS, the Englewood City Council desires to improve the business and residential quality of life in the City; and

WHEREAS, the City requires hotels and motels to operate in accordance with applicable municipal laws and state statutes; and

WHEREAS, the licensing of hotels and motels will provide an inspection process to protect the public health, safety and welfare from unsanitary conditions; and

WHEREAS, the City of Englewood requires a pest certification related to the control and eradication of vermin within the individual rooms and complex to protect the public health, safety and welfare; and

WHEREAS, the annual inspections related to fire and building code compliance are designed to protect the public and first responders; and

WHEREAS, the definition of hotel / motel is specifically chosen to avoid a change in tax policy; and

WHEREAS, this Ordinance is not addressing short term rentals, such as Airbnb, which are currently being studied by the Planning and Zoning Commission and will be addressed by a future ordinance; and

WHEREAS, this Ordinance is not addressing the recent U.S. Supreme Court decision in Los Angeles vs. Patel regarding the inspection of hotel registers by law enforcement which will be addressed in a future ordinance; and
WHEREAS, this Ordinance is not addressing the use and provision of vouchers by non-profit and for-profit groups to provide temporary housing to persons who find themselves suddenly without shelter which will be addressed in a future ordinance; and

WHEREAS, the City Manager will bring forth a Resolution establishing a fee to recover the actual costs of administering the program, principally the recovery of cost of inspections.

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 amends Title 5, of the Englewood Municipal Code 2000, with the addition of a new Chapter 30 to read as follows:

5-30: HOTEL AND MOTEL SERVICES

5-30-1: Definitions.

For the purpose of this chapter the following definitions apply:

Hotel/Motel: An establishment, making rooms available to the public, where the period of lodging for which such rental fee, price or other consideration is paid or received shall be less than (30) days.

Pest Control Certification: Shall mean an annual certification, issued within thirty (30) days of submission of the Application, from a fully licensed pest control company that the proposed premises is free of insect and/or pest infestation.

5-30-2: License Required.

It shall be unlawful for any person or entity to offer or provide hotel or motel services in the City of Englewood without having first obtained a license.

5-30-3: Application for License.

Hotel and Motel licenses shall be issued in accordance with Chapter 1 of this Title.

5-30-4: 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:

A. Hotel or Motel licenses may not be transferred to another person or location other than that listed in the license application.

B. Any change of owner, officer, director, or holder of more than ten percent of the shares of stock of a corporate license holder or partner of a partnership, requires a written amendment to the original application for the issuance of a hotel or motel license. The amendment shall be submitted to the Licensing Officer within thirty (30) days of the change of ownership.

A change of ownership amendment is not required if the licensed hotel or motel is owned directly or beneficially by a person that as an issuer has a class of securities registered
pursuant to Section 12 of the Securities Exchange Act of 1934 (the "Act") or is an issuer of securities which is required to file reports with the Securities and Exchange Commission pursuant to Section 15(d) of the Act, provided that such person files with the Commissioner such information, documents and reports as are required by the provisions of the Act to be filed by such issuer with the Securities and Exchange Commission. The issuer shall file with the Licensing Officer information on officers and directors of such issuer of any licensed or intermediate subsidiary as is otherwise required of officers and directors of corporate hotel or motel.

C. Pest Control. Pest Control Certification must be submitted with the license application and annually thereafter.

D. The Fire Marshal and Chief Building Code Official shall inspect the hotel/motel prior to issuance or renewal of a license. A license or renewal shall not be issued until the hotel/motel is in compliance with all provisions of the Englewood Municipal Code and associated fire and building codes adopted by the City.

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

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

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

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

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

Introduced, read in full, and passed on first reading on the 19th day of October 2015.

Published as a Bill for an Ordinance in the City’s official newspaper on the 22nd day of October, 2015.
Published as a Bill for an Ordinance on the City’s official website beginning on the 21st day of October, 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 19th day of October, 2015.
COUNCIL COMMUNICATION

Date
October 19, 2015

Agenda Item
11bi

Subject
Bill For An Ordinance Adopting the Budget For Fiscal Year 2016- 2nd Reading

Initiated By
Department Of Finance and Administrative Services

Staff Source
Eric Keck, City Manager

PREVIOUS COUNCIL ACTION
City Council and staff began the 2016 budget process at the June 29, 2015, Study Session with an overview of the Five Year Forecast, Long Term Asset Reserve (LTAR) and preliminary budget discussion.

The Proposed Budget was discussed with Council at the August 10 Study Session. The Proposed Budget was reviewed again with Council and staff at the August 24 Study Session.

On September 8, 2014, the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations.

A public hearing to gather citizen input regarding the 2016 Proposed Budget was held on September 21, 2015.

A "budget workshop" was held at the September 28, 2015, Study Session to discuss input from citizens at the public hearing and the Budget Advisory Committee as provided in their 2015 Annual Report.

RECOMMENDED ACTION
Staff recommends Council approve, on second reading, the proposed bill for an ordinance adopting the 2016 Budget.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED
The Charter of the City of Englewood requires the City Council to adopt next year's Budget and Appropriation Ordinances no later than thirty days prior to the first day of the next fiscal year to insure there is legal authority to expend funds.

Due to limited growth in the revenue sources available to the City, the 2015 Budget limited expenditures increases as much as possible while limiting the impact on the citizens. Many City employees continue to sacrifice to make this budget work by using and not cashing out personal leave and taking on additional duties to help maintain service levels and the City's financial reserves.

City staff and Council worked together to hold expenditure increases in check as much as they could but some expenditures, mainly personnel-related, continue to grow outside of the control of staff.

FINANCIAL IMPACT
The City of Englewood 2016 Budget for all funds provides for total sources of funds of $93,181,551 and total uses of funds of $99,140,976. The below chart depicts at a fund level the Estimated Beginning Balance, Sources of Funds, Uses of Funds and Estimated Ending Balance for 2016.
<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Estimated Beginning Balance</th>
<th>Sources</th>
<th>Uses</th>
<th>Estimated Ending Balance</th>
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</thead>
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<td>General Fund</td>
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<td>44,234,436</td>
<td>46,206,656</td>
<td>7,686,731</td>
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<tr>
<td>Special Revenue Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conservation Trust Fund</td>
<td>281,606</td>
<td>310,000</td>
<td>556,500</td>
<td>35,106</td>
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<tr>
<td>Commercial Revolving Loan Fund</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Community Development Fund</td>
<td>-</td>
<td>360,000</td>
<td>360,000</td>
<td>-</td>
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<tr>
<td>Donors Fund</td>
<td>364,705</td>
<td>105,000</td>
<td>228,000</td>
<td>241,705</td>
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<tr>
<td>Malley Center Trust Fund</td>
<td>235,626</td>
<td>7,000</td>
<td>5,000</td>
<td>237,626</td>
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<td>Parks &amp; Recreation Trust Fund</td>
<td>461,594</td>
<td>15,000</td>
<td>13,000</td>
<td>463,594</td>
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<td>Special Assessment and Surplus Fund</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Open Space Fund</td>
<td>276,342</td>
<td>735,000</td>
<td>937,000</td>
<td>74,342</td>
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<td>Total Special Revenue Funds</td>
<td>1,619,873</td>
<td>1,532,000</td>
<td>2,099,500</td>
<td>1,052,373</td>
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<tr>
<td>Debt Service Fund</td>
<td></td>
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<tr>
<td>General Obligation Bond Fund</td>
<td>57,792</td>
<td>1,102,000</td>
<td>1,108,113</td>
<td>51,679</td>
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<tr>
<td>Total Debt Service Fund</td>
<td>57,792</td>
<td>1,102,000</td>
<td>1,108,113</td>
<td>51,679</td>
</tr>
<tr>
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<td>662,319</td>
<td>1,830,500</td>
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<td>Total Capital Projects Funds</td>
<td>2,241,373</td>
<td>6,339,500</td>
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<td>Total Governmental Funds</td>
<td>13,577,989</td>
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<td>57,055,892</td>
<td>9,730,033</td>
</tr>
<tr>
<td>Proprietary Fund Types</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Enterprise Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Fund</td>
<td>9,785,231</td>
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<td>Sewer Fund</td>
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<td>Golf Course Fund</td>
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<td>877,664</td>
<td>530,455</td>
</tr>
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<td>Housing Rehabilitation Fund</td>
<td>1,685,060</td>
<td>1,000,000</td>
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<td>1,685,060</td>
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<td>Total Enterprise Funds</td>
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<td>Internal Service Funds</td>
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<td>Central Services Fund</td>
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<td>ServiCenter Fund</td>
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<td>Employee Benefits Fund</td>
<td>75,332</td>
<td>5,909,789</td>
<td>5,880,572</td>
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<td>Total Internal Service Funds</td>
<td>3,379,511</td>
<td>11,033,055</td>
<td>11,021,981</td>
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<tr>
<td>Total Proprietary Funds</td>
<td>19,508,828</td>
<td>39,973,615</td>
<td>42,085,084</td>
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<tr>
<td>Total All Funds</td>
<td>33,086,817</td>
<td>93,181,551</td>
<td>99,140,976</td>
<td>27,127,392</td>
</tr>
</tbody>
</table>

LIST OF ATTACHMENTS: Proposed bill for an ordinance
BY AUTHORITY

ORDINANCE NO. ____  COUNCIL BILL NO. 52
SERIES OF 2015  INTRODUCED BY COUNCIL
MEMBER GILLIT

AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF ENGLEWOOD,
COLORADO, FOR FISCAL YEAR 2016.

WHEREAS, pursuant to the provisions of Part I, Article X, of the Charter of the City of
Englewood, Colorado, a budget for fiscal year 2016 was duly submitted by the City Manager to the
City Council on September 8, 2015; and

WHEREAS, a public hearing on said budget was held by the City Council within three weeks
after its submission at the meeting of the City Council on September 21, 2015. Regular notice of
the time and place of said hearing was published within seven days after submission of the budget
in the manner provided in the Charter for the publication of an ordinance; and

WHEREAS, the City Council of the City of Englewood has studied and discussed the budget on
numerous occasions;

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

Section 1. That the budget of the City of Englewood, Colorado, for fiscal year 2016, as
submitted by the City Manager, duly considered by the City Council and with changes made by the
City Manager to reflect Council discussion after public hearing, is adopted as the budget for the
City of Englewood for the fiscal year 2016.

Section 2. GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2016 BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Fund Balance, January 1, 2016</td>
<td>$ 9,658,951</td>
</tr>
<tr>
<td>Sales/Use Tax</td>
<td>26,863,699</td>
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<tr>
<td>Property and Specific Ownership Tax</td>
<td>3,609,000</td>
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<td>Franchise/Occupation/Cigarette Tax/Hotel</td>
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<td>License/Permits</td>
<td>1,168,222</td>
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<td>Intergovernmental Revenue</td>
<td>1,287,104</td>
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<td>Charges for Services</td>
<td>2,551,862</td>
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<td>Cultural &amp; Recreation</td>
<td>2,592,400</td>
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<td>Fines &amp; Forfeitures</td>
<td>1,008,350</td>
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<td>Interest</td>
<td>86,446</td>
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<td>Contribution from Component Units</td>
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<td>Other</td>
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<td>Total Revenues</td>
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<td>Other Financing Sources</td>
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<td>Total Sources of Funds</td>
<td>$ 44,234,436</td>
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<td>Expenditures</td>
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<td>--------------</td>
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<tr>
<td>Legislation</td>
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<td>City Manager's Office</td>
<td>6,586,762</td>
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<td>City Attorney's Office</td>
<td>810,022</td>
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<tr>
<td>Municipal Court</td>
<td>1,058,583</td>
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<td>Finance and Administrative Services</td>
<td>3,965,669</td>
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<tr>
<td>Community Development</td>
<td>2,134,378</td>
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<tr>
<td>Public Works</td>
<td>6,208,706</td>
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<tr>
<td>Library Services</td>
<td>13,247,547</td>
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<tr>
<td>Parks and Recreation Services</td>
<td>6,136,594</td>
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<tr>
<td>Contingencies</td>
<td>250,000</td>
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<tr>
<td>Debt Service</td>
<td>1,871,644</td>
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<tr>
<td>Total Expenditures</td>
<td>$43,876,656</td>
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<tr>
<td>Other Financing Uses</td>
<td>2,330,000</td>
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<tr>
<td>Total Uses of Funds</td>
<td>$46,206,656</td>
</tr>
</tbody>
</table>

Total Fund Balance, December 31, 2016 $7,686,731

Section 3. SPECIAL REVENUE FUNDS

**Conservation Trust Fund**

| Fund Balance, January 1, 2016 | $281,606 |
| Revenues | $310,000 |
| Expenditures | $556,500 |
| Fund Balance, December 31, 2016 | $35,106 |

**Community Development Fund**

<p>| Fund Balance, January 1, 2016 | $-0- |
| Revenues | $360,000 |
| Expenditures | $360,000 |
| Fund Balance, December 31, 2016 | $-0- |</p>
<table>
<thead>
<tr>
<th>Fund</th>
<th>Fund Balance, January 1, 2016</th>
<th>Revenues</th>
<th>Fund Balance, December 31, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donors Fund</td>
<td>$364,705</td>
<td>$105,000</td>
<td>$241,705</td>
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<tr>
<td>Revenues</td>
<td></td>
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</tr>
<tr>
<td>Expenditures</td>
<td>$228,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parks and Recreation Trust Fund</td>
<td>$461,594</td>
<td>$15,000</td>
<td>$463,594</td>
</tr>
<tr>
<td>Fund Balance, January 1, 2016</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenues</td>
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<td></td>
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<tr>
<td>Expenditures</td>
<td>$13,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Malley Center Trust Fund</td>
<td>$235,626</td>
<td>$7,000</td>
<td>$237,626</td>
</tr>
<tr>
<td>Fund Balance, January 1, 2016</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Revenues</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Expenditures</td>
<td>$5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open Space Fund</td>
<td>$276,342</td>
<td>$735,000</td>
<td>$74,342</td>
</tr>
<tr>
<td>Fund Balance, January 1, 2016</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Obligation Bond Fund</td>
<td>$57,792</td>
<td>$1,102,000</td>
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</tr>
<tr>
<td>Fund Balance, January 1, 2016</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenues</td>
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<td></td>
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</tr>
<tr>
<td>Section 4. DEBT SERVICE FUND</td>
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</tr>
<tr>
<td>General Obligation Bond Fund</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Fund Balance, January 1, 2016</td>
<td>$1,108,113</td>
<td>$51,679</td>
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</tr>
<tr>
<td>Expenditures</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Section 5. CAPITAL PROJECT FUNDS

**Public Improvement Fund**
- Fund Balance, January 1, 2016: $1,579,054
- Revenues: $4,509,000
- Expenditures and Transfers: $5,399,165
- Fund Balance, December 31, 2016: $688,889

**Capital Projects Fund**
- Fund Balance, January 1, 2016: $662,319
- Revenues and Transfers In: $1,830,500
- Expenditures: $2,242,458
- Fund Balance, December 31, 2016: $250,361

### Section 6. ENTERPRISE FUNDS

**Water Fund**
- Fund Balance, January 1, 2016: $9,785,231
- Revenues: $8,378,247
- Expenditures: $9,112,957
- Fund Balance, December 31, 2016: $9,050,521

**Sewer Fund**
- Fund Balance, January 1, 2016: $2,547,522
- Revenues: $16,207,602
- Expenditures: $17,626,078
- Fund Balance, December 31, 2016: $1,129,046

**Storm Drainage Fund**
- Fund Balance, January 1, 2016: $1,117,192
- Revenues: $329,013
- Expenditures: $343,220
- Fund Balance, December 31, 2016: $1,102,985

**Golf Course Fund**
- Fund Balance, January 1, 2016: $470,393
- Revenues: $2,141,498
- Expenditures: $2,103,184
- Fund Balance, December 31, 2016: $508,707

**Concrete Utility Fund**
- Fund Balance, January 1, 2016: $523,919
- Revenues: $884,200
Expenditures
Fund Balance, December 31, 2016 $ 877,664

Housing Rehabilitation Fund
Fund Balance, January 1, 2016 $ 1,685,060
Revenues $ 1,000,000
Expenditures $ 1,000,000
Fund Balance, December 31, 2016 $ 1,685,060

Section 7. INTERNAL SERVICE FUNDS

Central Services Fund
Fund Balance, January 1, 2016 $ 46,333
Revenues $ 301,975
Expenditures and Transfers $ 332,407
Fund Balance, December 31, 2016 $ 15,901

Servicenter Fund
Fund Balance, January 1, 2016 $ 1,194,203
Revenues $ 2,394,408
Expenditures and Transfers $ 2,267,000
Fund Balance, December 31, 2016 $ 1,321,611

Capital Equipment Replacement Fund
Fund Balance, January 1, 2016 $ 2,003,106
Revenues and Transfers In $ 981,437
Expenditures $ 1,106,447
Fund Balance, December 31, 2016 $ 1,878,096

Risk Management Fund
Fund Balance, January 1, 2016 $ 60,537
Revenues $ 1,445,446
Expenditures $ 1,435,555
Fund Balance, December 31, 2016 $ 70,428

Employee Benefits Fund
Fund Balance, January 1, 2016 $ 75,332
Revenues $ 5,909,789
Expenditures $ 5,880,572
Fund Balance, December 31, 2016 $ 104,549

Section 8. That the said budget shall be a public record in the office of the City Clerk and shall be open to public inspection. Sufficient copies thereof shall be made available for the use of the City Council and the public, the number of copies to be determined by the City Manager.
Introduced, read in full, and passed on first reading on the 5th day of October, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 8th day of October, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 7th day of October, 2015 for thirty (30) days.

Read by title and passed on final reading on the 19th day of October, 2015.

Published by title in the City’s official newspaper as Ordinance No. ____, Series of 2015, on the 22nd day of October, 2015.

Published by title on the City’s official website beginning on the 21st day of October, 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
COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Date</th>
<th>Agenda Item</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 19, 2015</td>
<td>11bii</td>
<td>Bill For An Ordinance Appropriating Funds For Fiscal Year 2016- 2nd Reading</td>
</tr>
</tbody>
</table>

Initiated By
Department of Finance and Administrative Services

Staff Source
Eric Keck, City Manager

PREVIOUS COUNCIL ACTION
City Council and staff began the 2016 budget process at the June 29, 2015, Study Session with an overview of the Five Year Forecast, Long Term Asset Reserve (LTAR) and preliminary budget discussion.

The Proposed Budget was discussed with Council at the August 10 Study Session. The Proposed Budget was reviewed again with Council and staff at the August 24 Study Session.

On September 8, 2015, the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations.

A public hearing to gather citizen input regarding the 2016 Proposed Budget was held on September 21, 2015.

A “budget workshop” was held at the September 28, 2015, Study Session to discuss input from citizens at the public hearing and the Budget Advisory Committee as provided in their 2015 Annual Report.

RECOMMENDED ACTION
Staff recommends Council approve, on second reading, the proposed bill for an ordinance appropriating funds for 2016.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED
The Charter of the City of Englewood requires the City Council to adopt next year’s Budget and Appropriation Ordinances no later than thirty days prior to the first day of the next fiscal year to insure there is legal authority to expend funds.

Due to limited growth in the revenue sources available to the City, the 2016 Budget limited expenditures increases as much as possible while limiting the impact on the citizens. Many City employees continue to sacrifice to make this budget work by using and not cashing out personal leave and taking on additional duties to help maintain service levels and the City’s financial reserves.

City staff and Council worked together to hold expenditure increases in check as much as they could but some expenditures, mainly personnel-related, continue to grow outside of the control of staff.

FINANCIAL IMPACT
The City of Englewood 2016 Budget for all funds provides for total sources of funds of $93,181,551 and total uses of funds of $99,140,976. The below chart depicts at a fund level the Estimated Beginning Balance, Sources of Funds, Uses of Funds and Estimated Ending Balance for 2016.
<table>
<thead>
<tr>
<th>Fund Types</th>
<th>Estimated Beginning Balance</th>
<th>Sources</th>
<th>Uses</th>
<th>Estimated Ending Balance</th>
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</thead>
<tbody>
<tr>
<td><strong>Governmental Fund Types</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>9,658,951</td>
<td>44,234,436</td>
<td>46,206,656</td>
<td>7,686,731</td>
</tr>
<tr>
<td>Special Revenue Funds</td>
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</tr>
<tr>
<td>Conservation Trust Fund</td>
<td>281,606</td>
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<td>Commercial Revolving Loan Fund</td>
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<td>Community Development Fund</td>
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<tr>
<td>Donors Fund</td>
<td>364,705</td>
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<td>241,705</td>
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<td>5,000</td>
<td>237,626</td>
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<td>Parks &amp; Recreation Trust Fund</td>
<td>461,594</td>
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<td>Special Assessment and Surplus Fund</td>
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<td>Open Space Fund</td>
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<td>Debt Service Fund</td>
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</tr>
<tr>
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<td>1,685,060</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>1,685,060</td>
</tr>
<tr>
<td><strong>Total Enterprise Funds</strong></td>
<td>16,129,317</td>
<td>28,940,560</td>
<td>31,063,103</td>
<td>14,006,774</td>
</tr>
<tr>
<td>Internal Service Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Central Services Fund</td>
<td>46,333</td>
<td>301,975</td>
<td>332,407</td>
<td>15,901</td>
</tr>
<tr>
<td>ServiCenter Fund</td>
<td>1,194,203</td>
<td>2,394,408</td>
<td>2,267,000</td>
<td>1,321,611</td>
</tr>
<tr>
<td>Capital Equipment Replacement Fund</td>
<td>2,003,106</td>
<td>981,437</td>
<td>1,106,447</td>
<td>1,878,096</td>
</tr>
<tr>
<td>Risk Management Fund</td>
<td>60,537</td>
<td>1,445,446</td>
<td>1,435,555</td>
<td>70,428</td>
</tr>
<tr>
<td>Employee Benefits Fund</td>
<td>75,332</td>
<td>5,909,789</td>
<td>5,880,572</td>
<td>104,549</td>
</tr>
<tr>
<td><strong>Total Internal Service Funds</strong></td>
<td>3,379,511</td>
<td>11,033,055</td>
<td>11,021,981</td>
<td>3,390,585</td>
</tr>
<tr>
<td><strong>Total Proprietary Funds</strong></td>
<td>19,508,828</td>
<td>39,973,615</td>
<td>42,085,084</td>
<td>17,397,359</td>
</tr>
<tr>
<td><strong>Total All Funds</strong></td>
<td>33,086,817</td>
<td>93,181,551</td>
<td>99,140,976</td>
<td>27,127,392</td>
</tr>
</tbody>
</table>

**LIST OF ATTACHMENTS:** Proposed bill for an ordinance
BY AUTHORITY

ORDINANCE NO. ___ SERIES OF 2015
COUNCIL BILL NO. 53
INTRODUCED BY COUNCIL MEMBER GILLIT

AN ORDINANCE APPROPRIATING MONIES FOR ALL MUNICIPAL PURPOSES IN THE CITY OF ENGLEWOOD, COLORADO, FOR FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016, CONSTITUTING WHAT IS TERMED THE ANNUAL APPROPRIATION BILL FOR FISCAL YEAR 2016.

WHEREAS, a public hearing on the Proposed 2016 Budget was held September 21, 2015; and

WHEREAS, the operating budgets and Multiple Year Capital Plan for all City departments and funds were reviewed at a budget workshop held on September 28, 2015; and

WHEREAS, the Charter of the City of Englewood requires the City Council to adopt bills for ordinances adopting the Budget and Appropriation Ordinance no later than thirty days prior to the first day of the next fiscal year.

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

Section 1. That there be and there hereby is appropriated from the revenue derived from taxation in the City of Englewood, Colorado, from collection of license fees and from all other sources of revenue including available fund balances during the year beginning January 1, 2016, and ending December 31, 2016, the amounts hereinafter set forth for the object and purpose specified and set opposite thereto, specifically as follows:

<table>
<thead>
<tr>
<th>General Fund</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Legislation</td>
<td>$ 365,572</td>
</tr>
<tr>
<td>City Manager's Office</td>
<td>$ 6,586,762</td>
</tr>
<tr>
<td>City Attorney's Office</td>
<td>$ 810,022</td>
</tr>
<tr>
<td>Municipal Court</td>
<td>$ 1,058,583</td>
</tr>
<tr>
<td>Finance and Administrative Services</td>
<td>$ 3,965,669</td>
</tr>
<tr>
<td>Community Development</td>
<td>$ 2,134,378</td>
</tr>
<tr>
<td>Public Works</td>
<td>$ 6,208,706</td>
</tr>
<tr>
<td>Police</td>
<td>$ 13,247,547</td>
</tr>
<tr>
<td>Library Services</td>
<td>$ 1,241,179</td>
</tr>
<tr>
<td>Parks and Recreation Services</td>
<td>$ 6,136,594</td>
</tr>
<tr>
<td>Contingencies</td>
<td>$ 250,000</td>
</tr>
<tr>
<td>Debt Service - Civic Center</td>
<td>$ 1,520,979</td>
</tr>
<tr>
<td>Debt Service - Other</td>
<td>$ 350,665</td>
</tr>
<tr>
<td>Other Financing Uses</td>
<td>$ 2,330,000</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>$ 46,206,656</td>
</tr>
<tr>
<td>Fund</td>
<td>Total Amount</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td><strong>CONSERVATION TRUST FUND</strong></td>
<td>$556,500</td>
</tr>
<tr>
<td>Total Conservation Trust Fund</td>
<td></td>
</tr>
<tr>
<td><strong>COMMUNITY DEVELOPMENT FUND</strong></td>
<td>$360,000</td>
</tr>
<tr>
<td>Total Community Development Fund</td>
<td></td>
</tr>
<tr>
<td><strong>DONORS FUND</strong></td>
<td>$228,000</td>
</tr>
<tr>
<td>Total Donors Fund</td>
<td></td>
</tr>
<tr>
<td><strong>PARKS AND RECREATION TRUST FUND</strong></td>
<td>$13,000</td>
</tr>
<tr>
<td>Total Parks and Recreation Trust Fund</td>
<td></td>
</tr>
<tr>
<td><strong>MALLEY CENTER TRUST FUND</strong></td>
<td>$5,000</td>
</tr>
<tr>
<td>Total Malley Center Trust Fund</td>
<td></td>
</tr>
<tr>
<td><strong>OPEN SPACE FUND</strong></td>
<td>$937,000</td>
</tr>
<tr>
<td>Total Open Space Fund</td>
<td></td>
</tr>
<tr>
<td><strong>GENERAL OBLIGATION BOND FUND</strong></td>
<td>$1,108,113</td>
</tr>
<tr>
<td>Total General Obligation Bond Fund</td>
<td></td>
</tr>
<tr>
<td><strong>PUBLIC IMPROVEMENT FUND</strong></td>
<td>$5,399,165</td>
</tr>
<tr>
<td>Total Public Improvement Fund</td>
<td></td>
</tr>
<tr>
<td><strong>CAPITAL PROJECTS FUND</strong></td>
<td>$2,242,458</td>
</tr>
<tr>
<td>Total Capital Projects Fund</td>
<td></td>
</tr>
<tr>
<td><strong>WATER FUND</strong></td>
<td>$9,112,957</td>
</tr>
<tr>
<td>Total Water Fund</td>
<td></td>
</tr>
<tr>
<td>Fund Type</td>
<td>Total Balance</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td><strong>SEWER FUND</strong></td>
<td>$17,626,078</td>
</tr>
<tr>
<td><strong>STORM DRAINAGE FUND</strong></td>
<td>$343,220</td>
</tr>
<tr>
<td><strong>GOLF COURSE FUND</strong></td>
<td>$2,103,184</td>
</tr>
<tr>
<td><strong>CONCRETE UTILITY FUND</strong></td>
<td>$877,664</td>
</tr>
<tr>
<td><strong>HOUSING REHABILITATION FUND</strong></td>
<td>$1,000,000</td>
</tr>
<tr>
<td><strong>CENTRAL SERVICES FUND</strong></td>
<td>$332,407</td>
</tr>
<tr>
<td><strong>SERVICENTER FUND</strong></td>
<td>$2,267,000</td>
</tr>
<tr>
<td><strong>CAPITAL EQUIPMENT REPLACEMENT FUND</strong></td>
<td>$1,106,447</td>
</tr>
<tr>
<td><strong>RISK MANAGEMENT FUND</strong></td>
<td>$1,435,555</td>
</tr>
<tr>
<td><strong>EMPLOYEE BENEFITS FUND</strong></td>
<td>$5,880,572</td>
</tr>
</tbody>
</table>

3
Section 2. The foregoing appropriations shall be considered to be appropriations to groups within a program or department within the fund indicated but shall not be construed to be appropriated to line items within any groups, even though such line items may be set forth as the adopted budget for the fiscal year 2016.

Section 3. All monies in the hands of the Director of Finance and Administrative Services, or to come into the Director's hands for the fiscal year 2016, may be applied on the outstanding claims now due or to become due in the said fiscal year of 2016.

Section 4. All unappropriated monies that may come into the hands of the Director of Finance and Administrative Services during the year 2016, may be so distributed among the respective funds herein as the City Council may deem best under such control as is provided by law.

Section 5. During or at the close of the fiscal year of 2015, any surplus money in any of the respective funds, after all claims for 2014 against the same have been paid, may be distributed to any other fund or funds at the discretion of the City Council.

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

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 8th day of October, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 7th day of October, 2015 for thirty (30) days.

Read by title and passed on final reading on the 19th day of October, 2015.

Published by title in the City’s official newspaper as Ordinance No. ____, Series of 2015, on the 22nd day of October, 2015.

Published by title on the City’s official website beginning on the 21st day of October, 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
PREVIOUS COUNCIL ACTION
City Council and staff began the 2016 budget process at the June 29, 2015, Study Session with an overview of the Five Year Forecast, Long Term Asset Reserve (LTAR) and preliminary budget discussion.

The Proposed Budget was discussed with Council at the August 10 Study Session. The Proposed Budget was reviewed again with Council and staff at the August 24 Study Session.

On September 8, 2015, the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations as well as a Citizens’ Budget.

A public hearing to gather citizen input regarding the 2016 Proposed Budget was held on September 21, 2015.

A “budget workshop” was held at the September 28, 2015, Study Session to discuss input from citizens at the public hearing and the Budget Advisory Committee as provided in their 2015 Annual Report.

RECOMMENDED ACTION
Staff recommends Council approve, on second reading, the proposed bill for an ordinance adopting the Littleton/Englewood Wastewater Treatment Plant Budget for fiscal year 2016.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED
The City Council of the City of Englewood acts as administering authority for the Littleton/Englewood Wastewater Treatment Plant, a part of the duties include adopting bills for ordinances for the 2016 Budget and Appropriation Ordinance no later than thirty days prior to the first day of the next fiscal year.

FINANCIAL IMPACT
The 2016 Littleton/Englewood Wastewater Treatment Plant Budget indicates a beginning funds available balance of $115,674, total sources of funds of $17,197,121 and total uses of funds of at $17,197,121 leaving the ending funds available balance at $115,674.

The total appropriation (use of funds) for 2015 is $17,197,121.

LIST OF ATTACHMENTS
Proposed bill for ordinance
AN ORDINANCE ADOPTING THE BUDGET FOR THE LITTLETON/ENGLEWOOD WASTEWATER TREATMENT PLANT FOR FISCAL YEAR 2016.

WHEREAS, a public hearing on said budget was held by the City Council within three weeks after its submission on September 8, 2015. The hearing was held at the meeting of City Council on September 21, 2015, regular notice of the time and place of said hearing having been published within seven days after the submission of the budget in the manner provided in the Charter for the publication of an ordinance; and

WHEREAS, pursuant to the provisions of an agreement between the City of Littleton, Colorado, and the City of Englewood, Colorado, a budget for fiscal year 2016 was reviewed by the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee and recommended it be submitted to the City Council at their meeting; held on July 23, 2015; and

WHEREAS, the City Council of the City of Englewood, as the administering authority for the Littleton/Englewood Wastewater Treatment Plant, has studied the budget on numerous occasions; and

WHEREAS, it is the intent of the City Council to adopt the 2016 budget for the Littleton/Englewood Wastewater Treatment Plant as now submitted.

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

Section 1. That the budget of the Littleton/Englewood Wastewater Treatment Plant for fiscal year 2016, as submitted by the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee and duly considered by the City Council after public hearing, is hereby adopted as the budget for the Littleton/Englewood Wastewater Treatment Plant for the fiscal year 2016, as follows:

**Littleton/Englewood Wastewater Treatment Plant**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Balance – January 1, 2016</td>
<td>$115,674</td>
</tr>
<tr>
<td>Revenues</td>
<td>$17,197,121</td>
</tr>
<tr>
<td>Expenditures</td>
<td>$17,197,121</td>
</tr>
<tr>
<td>Fund Balance – December 31, 2016</td>
<td>$115,674</td>
</tr>
</tbody>
</table>
Section 2. That the said budget as accepted shall be a public record in the Office of the City Clerk and shall be open to public inspection. Sufficient copies thereof shall be made available for the use of the City Council and the public, the number of copies to be determined by the City Manager.

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

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 8th day of October, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 7th day of October, 2015 for thirty (30) days.

Read by title and passed on final reading on the 19th day of October, 2015.

Published by title in the City’s official newspaper as Ordinance No. __, Series of 2015, on the 22nd day of October, 2015.

Published by title on the City’s official website beginning on the 21st day of October, 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
**COUNCIL COMMUNICATION**

<table>
<thead>
<tr>
<th>Date</th>
<th>Agenda Item</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 19, 2015</td>
<td>11biv</td>
<td>Bill For An Ordinance Appropriating Funds For The Littleton/Englewood Wastewater Treatment Plant For Fiscal Year 2016- 2nd Reading</td>
</tr>
</tbody>
</table>

**Initiated By**
Department of Finance and Administrative Services

**Staff Source**
Eric Keck, City Manager

**PREVIOUS COUNCIL ACTION**
City Council and staff began the 2016 budget process at the June 29, 2015, Study Session with an overview of the Five Year Forecast, Long Term Asset Reserve (LTAR) and preliminary budget discussion.

The Proposed Budget was discussed with Council at the August 10 Study Session. The Proposed Budget was reviewed again with Council and staff at the August 24 Study Session.

On September 8, 2015, the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations.

On September 8, 2015, the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations as well as a Citizens’ Budget.

A public hearing to gather citizen input regarding the 2015 Proposed Budget was held on September 21, 2015.

A “budget workshop” was held at the September 28, 2015, Study Session to discuss input from citizens at the public hearing and the Budget Advisory Committee as provided in their 2015 Annual Report.

**RECOMMENDED ACTION**
Staff recommends Council approve, on second reading, the proposed bill for an ordinance appropriating funds for fiscal year 2016.

**BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED**
The City Council of the City of Englewood acts as administering authority for the Littleton/Englewood Wastewater Treatment Plant, a part of the duties include adopting bills for ordinances for the 2016 Budget and Appropriation Ordinance no later than thirty days prior to the first day of the next fiscal year.

**FINANCIAL IMPACT**
The 2016 Littleton/Englewood Wastewater Treatment Plant Budget indicates a beginning funds available balance of $115,674, total sources of funds of $17,197,121 and total uses of funds of at $17,197,121 leaving the ending funds available balance at $115,674.

The total appropriation (use of funds) for 2016 is $17,197,121.

**LIST OF ATTACHMENTS**
Proposed bill for ordinance

WHEREAS, the Cities of Englewood and Littleton entered into a contract to build, maintain, and operate a joint Wastewater Treatment Plant facility; and

WHEREAS, the operations, including budget matters, of this joint facility are overseen by the Supervisory Committee; and

WHEREAS, the City of Englewood operates the Littleton/Englewood Wastewater Treatment Plant under the control of the Supervisory Committee; and

WHEREAS, the Littleton/Englewood Wastewater Treatment Plant has its own fund for operations and maintenance; and

WHEREAS, the Supervisory Committee recommended the submission of the following as the 2016 appropriations at their meeting held on July 23, 2015.

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

Section 1. That pursuant to the Littleton/Englewood Wastewater Treatment Plant agreement, there be and hereby is appropriated from the revenue derived from operation of the Littleton/Englewood Wastewater Treatment Plant in the City of Englewood, Colorado, and from all other sources of revenue in the Littleton/Englewood Wastewater Treatment Plant Fund including available fund balance during the year beginning January 1, 2016, and ending December 31, 2016, the amounts hereinafter set forth for the object and purpose specified as follows:

Total Littleton/Englewood Wastewater Treatment Plant Fund $ 17,197,121

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

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 8th day of October, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 7th day of October, 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 22nd day of October, 2015.

Published by title on the City’s official website beginning on the 21st day of October, 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
PREVIOUS COUNCIL ACTION

City Council and staff began the 2015 budget process at the June 29, 2015, Study Session with an overview of the Five Year Forecast, Long Term Asset Reserve (LTAR) and preliminary budget discussion including the 2016 budget guidelines.

The Proposed Budget was discussed with Council at the August 10 Study Session. The Proposed Budget was reviewed again with Council and staff at the August 24 Study Session.

On September 8, 2014, the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations as well as a Citizens’ Budget.

A public hearing to gather citizen input regarding the 2015 Proposed Budget was held on September 21, 2015.

A “budget workshop” was held at the September 28, 2015, Study Session to discuss input from citizens at the public hearing and the Budget Advisory Committee’s Annual Report.

RECOMMENDED ACTION

Staff recommends Council approve, on second reading, this bill for an ordinance establishing the 2015 mill levy to be collected in 2016.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood assesses property tax for the general government operations and for the General Obligation Bonds Debt Service Fund. TABOR restricts the City from raising the mill levy without a vote of the citizens. The City’s general mill levy has been unchanged since 1992. This year’s General Fund mill levy remains unchanged at 5.880 mills. The 2015 levy is certified to Arapahoe County by December 15, 2015 for collection in 2016.
FINANCIAL IMPACT

Based on the assessed valuation for the City of Englewood as certified by the Arapahoe County Assessor, the estimated net assessed value of all properties in Englewood for 2015 is $595,636,070 compared to $497,873,170 for 2014. The 2015 mill for General Fund operations is 5.880 mills and 1.924 mills for the General Obligation Bonds Debt Service Fund. The total mill levy is 7.804 for 2015 collected in 2016. The total amount budgeted for the General Fund is $3,349,000 (net of uncollectibles, abatements, etc.). The amount budgeted for the General Obligation Bonds Debt Service Fund is $1,100,000 (net of uncollectibles, abatements, etc.).

For example, a homeowner with a $200,000 dollar home in Englewood would pay the following to the City of Englewood:

<table>
<thead>
<tr>
<th>Market Value</th>
<th>$200,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessment Ratio</td>
<td>7.96%</td>
</tr>
<tr>
<td>Assessed Value</td>
<td>$15,920</td>
</tr>
<tr>
<td>General Operations Mill Levy</td>
<td>5.88</td>
</tr>
<tr>
<td><strong>Taxes Paid For General Fund Operations</strong></td>
<td><strong>$93.61</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Market Value</th>
<th>$200,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessment Ratio</td>
<td>7.96%</td>
</tr>
<tr>
<td>Assessed Value</td>
<td>$15,920</td>
</tr>
<tr>
<td>Community Center Bond Fund Mill Levy</td>
<td>1.924</td>
</tr>
<tr>
<td><strong>Taxes Paid For General Obligation Bonds</strong></td>
<td><strong>$30.63</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Market Value</th>
<th>$200,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessment Ratio</td>
<td>7.96%</td>
</tr>
<tr>
<td>Assessed Value</td>
<td>$15,920</td>
</tr>
<tr>
<td>Total Mill Levy</td>
<td>7.804</td>
</tr>
<tr>
<td><strong>Total Taxes Paid To City Of Englewood</strong></td>
<td><strong>$124.24</strong></td>
</tr>
</tbody>
</table>

LIST OF ATTACHMENTS

Proposed bill for an ordinance
BY AUTHORITY

ORDINANCE NO. _____ SERIES OF 2015
COUNCIL BILL NO. 49
INTRODUCED BY COUNCIL MEMBER GILLIT

AN ORDINANCE FIXING THE TAX LEVY IN MILLS UPON EACH DOLLAR OF THE ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, it is the duty of the City Council of the City of Englewood, Colorado, under the Englewood Home Rule Charter and Colorado Revised Statutes, to make the annual property levy for City purposes; and

WHEREAS, the City Council has duly considered the estimated valuation of all the taxable property within the City and the needs of the City and of each of said levies and has determined that the levies as hereinafter set forth, are proper and wise; and

WHEREAS, the following levies are permitted under Article X, Section 20 of the Colorado Constitution without a vote by the citizens;

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

Section 1. That there be and hereby is levied for the year of 2015, due and payable as required by statute in the year 2016, a tax of 5.880 mills on the dollar for the General Fund of the City of Englewood, Colorado, and 1.924 mills on the dollar for the General Obligation Bond Debt Service Fund of the City of Englewood, Colorado.

That the levy hereinafter set forth shall be levied upon each dollar of the assessed valuation of all taxable property within the corporate limits of the City of Englewood, Colorado, and the said levy shall be certified by law.

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

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 8th day of October, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 7th day of October, 2015 for thirty (30) days.

Read by title and passed on final reading on the 19th day of October, 2015.

Published by title in the City’s official newspaper as Ordinance No. ___, Series of 2015, on the 22nd day of October, 2015.
Published by title on the City's official website beginning on the 21st day of October, 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
COUNCIL COMMUNICATION

Date: 10-19-2015
Agenda Item: 11bvi
Subject: 2nd Reading - Adoption of the International Property Maintenance Code 2015

Initiated By: Community Development, Division of Building and Safety
Staff Source: Lance Smith, Chief Building Official

PREVIOUS COUNCIL ACTION

The adoption of the International Property Maintenance Code 2015 was reviewed by City Council at the July 13, 2015 study session.

RECOMMENDED ACTION

Staff requests City Council approve, on second reading, an ordinance adopting the International Property Maintenance Code 2015 to establish clear and specific property maintenance requirements with required property improvement provisions.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood has used the Englewood Municipal Code Title 9 Housing Regulations as a residential property maintenance code since 1985 and updates this code periodically to keep pace with changing technology.

The Building and Safety staff has reviewed the International Property Maintenance Code 2015 and recommends adoption subject to certain exceptions, modifications and amendments.

FINANCIAL IMPACT

The only costs associated with the ordinance would be for the purchase of code books. The estimated amount is approximately $200.00 and has been budgeted for in the 2015 Budget.

LIST OF ATTACHMENTS

Bill for an ordinance
Amendments to the 2015 International Property Maintenance Code

- **101.1 Title** *(Insert the following)*
  
  These regulations shall be known as the Property Maintenance Code of the City of Englewood, hereinafter referred to as “this code”.

- **102.3 Application of other codes.** *(Deleted reference to International Zoning Code as an applicable code.)*
  

- **103.5 Fees.** *(There are no fees proposed for enforcement of the IPMC)*
  
  The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule set by council resolution.

- **107.2 Form.** *(Amend Item #4 as indicated, provides a time limit for repairs to an IPMC violation to 30 calendar days.)*
  
  4. Include a correction order allowing a reasonable time, but in no event more than 30 days, to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.

- **108.5 Prohibited occupancy.** *(Amend as indicated. Sets a time limit to vacate within ten days unless a lesser time is necessary depending on the degree of hazard)*
  
  Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Such placard shall be deemed an order directing vacation and shall provide not more than ten (10) days from the date of such placarding for the vacation of such dwelling unit unless a lesser time is stated in the order as in the judgment of the building official is reasonable and proper in view of the facts of the situation and hazard involved. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises, or operate placarded equipment, or remove such placard from the premises or equipment, shall be liable for the penalties provided by this Code.

- **Section 111 Means of Appeal** *(Delete in its entirety and substitute the following)*
  
  Refer to 8-1-7 EMC for requirements of this section.

- **301.2.1 Responsibility- Hotel/Motel Owners** *(Add new section to require hotel/motel owners to maintain the individual unit as well as common areas.)*
  
  The owner of the premises shall maintain the structures, dwelling unit, rooming unit, housekeeping unit and exterior property in compliance with these requirements. A
person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter.

- **302.4 Weeds.** *(Deleted in its entirety. This section is deleted and deferred to Code Enforcement for enforcement.)*

- **302.8 Motor vehicles.** *(Deleted in its entirety. This section is deleted and deferred to Code Enforcement for enforcement.)*

- **302.9 Defacement of property.** *(Deleted in its entirety. This section is deleted and deferred to Code Enforcement for enforcement.)*

- **304.14 Insect screens.** *(Amended to require insect screens year round for all openings.)*

  During the period from [DATE] to [DATE], every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas of any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good condition.

  Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

- **602.3 Heat supply.** *(Delete partial sentence and set a minimum requirement for heat to 68 degrees for dwelling units.)*

  Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from [DATE] to [DATE] to maintain a temperature of not less than 68 F (20 C) in all habitable rooms, bathrooms, and toilet rooms.

- **602.4 Occupiable work spaces.** *(Delete partial sentence and set a minimum requirement for heat to 65 degrees for indoor work spaces.)*

  Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] to [DATE] to maintain a temperature of not less than 65 F during the period the spaces are occupied.
AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, ARTICLE F, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO THE PROPERTY MAINTENANCE CODE OF THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City of Englewood has used the Uniform Codes as model construction codes since 1971; and

WHEREAS, these Codes are updated periodically to keep pace with changing construction technology; and

WHEREAS, the Intergovernmental Agreement with Denver to provide fire protection requires the adoption of the 2015 Fire, Building and associated codes; and

WHEREAS, the intergovernmental agreement with Denver requires approval from the Denver Fire Chief for all modifications to such codes; and

WHEREAS, the Denver Fire Chief has reviewed and approved Englewood’s proposed modifications to the International Property Maintenance Code 2015; and

WHEREAS, the City of Englewood Division of Building and Safety staff has thoroughly reviewed the International Property Maintenance Code 2015 and recommends adoption thereof subject to certain exceptions, modifications and amendment.

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 repeal of Title 8, Chapter 2, Article F, of the Englewood Municipal Code 2000, in its entirety.

Section 2. The City Council of the City of Englewood, Colorado hereby adopts the International Property Maintenance Code 2015 as Title 8, Chapter 2, Article F, of the Englewood Municipal Code 2000, to read as follows:
CHAPTER 2
CONSTRUCTION AND SAFETY CODES

ARTICLE F
PROPERTY MAINTENANCE CODE

8-2F-1: CODE ADOPTED:

There is hereby adopted, by reference thereto, the International Property Maintenance Code 2015 Edition, in its entirety including errata updates, 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 8-2F-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.

8-2F-2: SPECIFIC MODIFICATIONS TO ADOPTED CODE:

The following specific changes, modifications and amendments are hereby made in the provisions of the International Property Maintenance Code 2015, hereinabove adopted:

A. CHAPTER 1 ADMINISTRATION.

1. 101.1 Title. (Insert the following)

These regulations shall be known as the Property Maintenance Code of the City of Englewood, hereinafter referred to as "this Code."

2. Section 102.3 Application of other codes. (Delete reference to International Zoning Code as an applicable code.)


3. 103.3 Fees. (Fees proposed for enforcement of the IPMC to be set by Resolution).

The fees for activities and services performed by the department in carrying out its responsibilities under this Code shall be as indicated in the following schedule set by Council resolution.

4. 107.2 Form. (Amend Item No. 4 limiting time for repair to an IPMC violation to no more than thirty (30) calendar days.)
4. Include a correction order allowing a reasonable time, but in no event more than 30 days, to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this Code.

5. **108.5 Prohibited occupancy.** *(Amend as indicated. Sets a time limit to vacate within ten 10 days unless a lesser time is necessary depending on the degree of hazard.)*

Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Such placard shall be deemed an order directing vacation and shall provide not more than ten (10) days from the date of such placarding for the vacation of such dwelling unit unless a lesser time is stated in the order as in the judgment of the building official is reasonable and proper in view of the facts of the situation and hazard involved. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placard premises, or operate placarded equipment, or remove such placard from the premises, or operate placarded equipment, or remove such placard from the premises or equipment, shall be liable for the penalties provided by this Code.

6. **111 Means of Appeal.** *(Delete in its entirety and substitute the following)*

See Section 8-1-7 of the Englewood Municipal Code for requirements and procedures to appeal.

**B. CHAPTER 3 - GENERAL REQUIREMENTS.**

1. **301.2.1 Responsibility – Hotel/Motel Owners.** *(Add new section to require hotel/motel owners to maintain the individual unit as well as common areas).*

The owner of the premises shall maintain the structures, dwelling unit, rooming unit, housekeeping unit and exterior property in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this Chapter.

2. **302 - Exterior Property Areas.**

a. **302.4 Weeds.** *(Delete in its entirety)*

EDITORS NOTE: This is enforced under Title 11, Chapter 6 of the Englewood Municipal Code for Health, Sanitation and Environmental Protection.

b. **302.9 Defacement of property.** *(Delete in its entirety. This Section is deleted and deferred to Code Enforcement for enforcement.)*

EDITORS NOTE: This is enforced under 15-15-1 of the Englewood Municipal Code.

3. **304 – Exterior Structure.**
a. **304.14 Insect screens.** (Amend to require insect screens year round for all openings.)

During the period from [DATE] to [DATE]. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas of any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

**C. CHAPTER 6 – MECHANICAL AND ELECTRICAL REQUIREMENTS.**

1. **602.3 Heat supply.** (Delete partial sentence and set a minimum requirement for heat to 68 degrees for dwelling units.)

   Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from [DATE] to [DATE] to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

2. **602.4 Occupiable work spaces.** (Delete partial sentence and set a minimum requirement for heat to 65 degrees for indoor work spaces.)

   Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] to [DATE] to maintain a temperature of not less than 65°F during the period the spaces are occupied.

**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 it 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 5th day of October, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 8th day of October, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 7th day of October, 2015 for thirty (30) days.

Read by title and passed on final reading on the 19th day of October, 2015.

Published by title in the City’s official newspaper as Ordinance No. __, Series of 2015, on the 22nd day of October, 2015.

Published by title on the City’s official website beginning on the 21st day of October, 2015 for thirty (30) days.

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

______________________________
Randy P. Penn, Mayor

ATTEST:

______________________________
Loucrishia A. Ellis, City Clerk

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

______________________________
Loucrishia A. Ellis
COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Date:</th>
<th>Agenda Item:</th>
<th>Subject:</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 19, 2015</td>
<td>11ci</td>
<td>A Resolution Approving FY2016 Community Development Block Grant Application</td>
</tr>
</tbody>
</table>

Initiated By: Community Development Department

Staff Source: Harold J. Stitt, Senior Planner

PREVIOUS COUNCIL ACTION

City Council has approved resolutions to file Community Development Block Grant (CDBG) applications annually since 1977. Participation in the Arapahoe County entitlement program began in 1991. Participation is authorized in three-year increments. Ordinance 19, Series of 2015, approved an Intergovernmental Agreement to participate in the Arapahoe County Community Development Block Grant and HOME Investment Partnership Programs for federal fiscal years 2016 through 2018.

RECOMMENDED ACTION

Staff recommends that Council approve a resolution authorizing staff to apply to Arapahoe County for the City of Englewood’s portion of federal fiscal year 2016 Community Development Block Grant (CDBG) funds.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The U. S. Dept. of Housing and Urban Development (HUD) CDBG Entitlement Program provides grants to units of local government and urban counties to meet housing and community development needs. The objective of the program is to enhance urban communities by providing:

- decent, safe, affordable housing;
- improved infrastructure;
- public facilities and services;
- economic opportunities.

The Federal Program objectives are achieved through projects developed by local governments that primarily benefit low and moderate-income families as well as other federal objectives. The request for funds may also include activities that meet urgent development needs in communities such as damage from flooding, tornadoes, fire, etc. Local governments determine which activities best serve the objectives of the program.

Funds are appropriated annually by the Congress for the CDBG program and are allocated by statutory formula to each entitlement area. Arapahoe County is approved as an urban county entitlement area. The CDBG grant funds are currently distributed to participating cities within
Arapahoe County. Each participating city receives a set-aside portion of the total CDBG allocation. The current participating cities are the Cities of Englewood, Littleton, Sheridan, Glendale, Deer Trail, Centennial, and Greenwood Village. The funding level for the City of Englewood for FY2016 is anticipated to be $150,000, the same as it was for 2015.

Applications for each proposed project must be submitted to Arapahoe County no later than November 6, 2015 in order to receive 2016 CDBG funding. The applications for the City of Englewood will be for a total of $150,000.00. Englewood’s FY2016 program consists of two projects. These projects continue to meet current housing and neighborhood needs benefitting low and moderate-income families. All projects are subject to additional review by City staff, Arapahoe County CDBG administrators and the County Commissioners. The listed projects and funding levels may change based on those reviews. FY2016 CDBG funds will be requested for the following projects:

1) $127,500 for an energy efficiency home improvements project focusing on improvements that provide increased energy conservation and efficiency in the home;

2) $22,500 for a fifteenth year request to transfer a portion of the City’s CDBG allocation to directly fund the Family Tree application that assists with staffing needs for the House of Hope homeless shelter. Family Tree will submit an application directly to Arapahoe County for the grant. A letter of sponsorship is only required from the City to support Family Tree’s application to Arapahoe County.

FINANCIAL IMPACT

Existing Community Development staff will administer the proposed projects. Staff salaries and benefits represent the City’s participation in the projects.

LIST OF ATTACHMENTS

Resolution
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION AUTHORIZING THE CITY OF ENGLEWOOD, COLORADO, TO FILE AN APPLICATION WITH ARAPAHOE COUNTY FOR A 2016 COMMUNITY DEVELOPMENT BLOCK GRANT.

WHEREAS, the Englewood City Council has approved CDBG applications since 1977 and approved the execution of an Intergovernmental Agreement with the passage of Ordinance No. 37, Series of 1991, covering the City’s participation in the Arapahoe County CDBG Entitlement Program for funding years 1992 through 1994; and

WHEREAS, the Englewood City Council approved passage of Ordinance No. 13, Series of 2006, authorizing the execution of an Intergovernmental Agreement between the City of Englewood and Arapahoe County covering participation in the Arapahoe County CDBG Entitlement Program for funding years 2007 through 2009; and

WHEREAS, the Englewood City Council approved passage of Ordinance No. 22, Series of 2009, authorizing the execution of an Intergovernmental Agreement between the City of Englewood and Arapahoe County covering participation in the Arapahoe County CDBG Program and HOME Investment Partnership Programs for federal fiscal years 2010 through 2012; and

WHEREAS, the Englewood City Council approved passage of Ordinance No. 25, Series of 2012, authorizing the execution of an Intergovernmental Agreement between the City of Englewood and Arapahoe County covering participation in the Arapahoe County CDBG Program and HOME Investment Partnership Programs for federal fiscal years 2013 through 2015; and

WHEREAS, the Englewood City Council approved passage of Ordinance No. 19, Series of 2015, authorizing the execution of an Intergovernmental Agreement between the City of Englewood and Arapahoe County covering participation in the Arapahoe County CDBG Program and HOME Investment Partnership Programs for federal fiscal years 2016 through 2018; and

WHEREAS, the Arapahoe County Community Development Block Grant Program provides grants to participating municipalities to meet housing and community development needs; and

WHEREAS, to compete in the Arapahoe County Community Development Block Grant Program, local governments must submit an application; and

WHEREAS, the City of Englewood has received a notice of fund availability; and

WHEREAS, the City of Englewood, Colorado, desires to apply for these funds through the Arapahoe County 2015 Community Development Block Grant to fund the Energy Efficiency Englewood Project, and House of Hope staffing project.

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

Section 1. The City of Englewood, Colorado, is hereby authorized to file applications for an Arapahoe County 2016 Community Development Block Grant.
Section 2. The Mayor and City Clerk are authorized to sign and attest all necessary forms, documents, assurances and certifications for the Community Development Block Grant applications for and on behalf of the City Council and the City of Englewood.

ADOPTED AND APPROVED this 19th day of October, 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 2014.

______________________________
Loucrishia A. Ellis, City Clerk
COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>Agenda Item:</th>
<th>Subject:</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 19, 2015</td>
<td>11cii</td>
<td>Contract to Clean L/E WWTP Anaerobic Digesters</td>
</tr>
</tbody>
</table>

Initiated By: Littleton/Englewood WWTP Supervisory Committee  
Staff Source: Jim Tallent, Treatment Division Manager

PREVIOUS COUNCIL ACTION

The last Council action regarding a project of this type was done in 2005. Council approved a project expenditure for cleaning of the anaerobic digesters at the L/E WWTP in the 2015 budget.

RECOMMENDED ACTION

The action recommended is to approve, by motion, a contract for cleaning of the L/E WWTP anaerobic digesters with Veris Environmental, Inc. in the amount of $185,000.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Anaerobic digesters stabilize and reduce organic solids removed from the wastewater treatment process. After 8-10 years of operation, the tanks require removal of accumulated inert materials which may impact process operation and regulatory compliance. Inspection of the tank and internal components is also performed following this cleaning. The last digester cleaning project was conducted during the Phase 2 construction project in 2005-06.

Existing tank contents will be re-used to maintain process performance, minimizing the volume requiring removal. The recommended contractor will beneficially use the solids removed in an approved farmland application.

Since the 2005-06 cleaning project, anaerobic digester operations are being impacted by mechanical issues and chemical accumulations (struvite) in associated piping. To address these issues, digesters must be taken off-line and contents removed to provide access to the normally-sealed tanks. Tank contents are transferred to an off-line unit to facilitate digester start-up and to reduce the volume of biosolids to be removed with cleaning activity.

Because of this biosolids removal and disposal project, regulatory requirements limit the number of qualified contractors for this type of work. Budgeted for 2015 completion, three qualified Colorado companies were directly notified of the bid posting, resulting in one responsive submittal.
A bid summary is shown in the following table:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Digester 4 lump sum</th>
<th>Digester 4 ($/gal)</th>
<th>Digester 2 lump sum</th>
<th>Digester 2 ($/gal)</th>
<th>Digester 5 lump sum</th>
<th>Digester 5 ($/gal)</th>
<th>Project Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Veris Environmental, Inc.</td>
<td>$41,000</td>
<td>$0.82</td>
<td>$72,000</td>
<td>$0.36</td>
<td>$72,000</td>
<td>$0.36</td>
<td>$185,000</td>
</tr>
</tbody>
</table>

Bid documents submitted are technically acceptable, and Veris Environmental, Inc. is the apparent (and only) low bidder, with a total bid amount of $185,000. Veris Environmental, Inc. is a recent merger of two companies that previously provided these services in Colorado. The merger is the reason there is only one bid.

**FINANCIAL IMPACT**

Financially, $100,000 was budgeted for this project based on estimated 2014 pricing information. Due to the resulting short-fall of funds to complete this project, staff investigated alternate ways of reducing the over-all project cost. These options included:

- Revised pricing for smaller volumes to be removed
  - Gallons couldn’t be measured due to instrumentation limitations
  - Reduction in volume to remove actually increased cost for each digester cleaning (2 & 5) by $9,000 ea.
- Deferring parts of the project to 2016
  - Possible, however the work would be unfunded due to prior budget submittal.
- Is there a need to clean the digesters now (i.e. defer to a later date)?
  - Operations are currently being impacted by mechanical issues and chemical accumulation (struvite) in associated treatment system piping.
- Review 2015 budget for alternate funding availability

Following review of alternate 2015 funding availability for this project, funds are available in the 1703-61201 (Infrastructure improvements) budget account to complete this project as bid. These available funds are the result of projects which were deferred to 2016, projects completed by staff instead of contractors and funds remaining from projects completed under budget.

The cost of the expenditure is shared 50/50 by the Cities of Englewood and Littleton.

**LIST OF ATTACHMENTS**

None
THIS CONTRACT made and entered into on October 1, 2015 by and between Veris Environmental, LLC, 53036 Hwy 71, Limon, CO 80828 hereinafter called the CONTRACTOR and the CITY OF ENGLEWOOD, hereinafter called the CITY.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The CONTRACTOR shall furnish the CITY the following services: Anaerobic Digester cleaning as bid by ITB-15-011 Anaerobic Digester Cleaning for the I/E WWTP

At the location of: 2900 South Platte River Drive, Englewood, CO 80110

for a total contract price of:

One Hundred Eighty Five Thousand Dollars ($185,000.00).

2. The term of this contract shall begin on October 19, 2015 with work to be completed on or before December 31, 2015.

3. The Contractor shall not commence work under this Contract until the insurance required under Paragraph 20 of the General Terms and Conditions has been acquired and satisfactory proof of such insurance has been submitted to the City.

4. The services shall be supervised by; or the project shall be inspected by the Project Manager for the City, or his or her authorized representative.

5. 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 the entire and only compensation therefore, such sum or sums of money as may be proper in accordance with the total estimated price or prices set forth in the Contractor's proposal attached hereto and made a part hereof. Payment shall be made in a lump sum upon final completion of the project unless other terms are agreed to by the City in the Statement of Work. A 5% retainage of the awarded project amount will be withheld until final inspection and acceptance by the Project Manager.

6. This Contract includes the General Terms and Conditions as printed and set forth in the following pages, and the Contractor, by executing this Contract, agrees to comply with all such General Terms and Conditions.

7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the final written approval by the City or as per the Request for Qualification and Specifications.

8. IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

ITB-15-011 Anaerobic Digester Cleaning
CITY OF ENGLEWOOD

By: ___________________________ Date: ________________
(City Manager)

By: ___________________________ Date: ________________
(Mayor)

ATTEST: _______________________
City Clerk

Veris Environmental, LLC
Contractor (print company name)

By ____________________________ Date: 10/10/15
(Signature) ______________________
Robert Harlow, Jr - CEO
(Print name and Title)

STATE OF Colorado ss.
COUNTY OF Jefferson

On this 10th day of October, 2015, before me personally
appeared Robert Harlow, Jr, known to me to be the CEO

1000 Englewood Parkway, Englewood, Colorado 80110
Phone (303) 762-2412 Fax (303) 783-6951
www.Englewoodgov.org

ITB-15-011 Anaerobic Digester Cleaning
of Versa Environmental LLC, 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: 8/12/17

NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the City requires your federal tax identification number or Social Security Number, whichever is applicable.

PAMELA M. ALBERS
NOTARY PUBLIC
STATE OF COLORADO
GENERAL TERMS AND CONDITIONS

1. PROPOSAL ACCEPTANCE. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The City reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

2. SITE EXAMINATION. If applicable, Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote, the Contractor warrants that he or she (hereinafter he or his) made such site examination as they deem necessary regarding the condition of the site; its accessibility for materials, workmen and utilities and the Contractor’s ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undisclosed conditions on the site.

3. EQUIPMENT AND LABOR. The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described. The services shall be performed at such times and places as directed by the authorized City representative as indicated in the work specifications or statement of work attached hereto.

4. SUBCONTRACTORS. Contractor agrees to bind every subcontractor to the terms of this contract as far as such terms are applicable to subcontractor’s work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the City for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the City.

5. DEFAULT BY CONTRACTOR. When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications or the Statement of Work, the City may, upon five (5) business days’ prior written notice, describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and enter into a new contract in such form and manner which would be to the best advantage of the City. The City reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the City, if requested.

6. CONTRACT CHANGES. No changes or alterations to this contract shall be made without specific prior written approval by both parties.

7. WORKERS. Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor who the City may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at the site without written consent from the City.

8. SUBSTITUTIONS. No substitutions of materials or persons from those specified in the Statement of Work shall be made without the prior written approval of the City.

9. CONTRACTOR SUPERVISION. Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

10. CLEAN UP. Debris shall be removed from the premises. The job site shall be kept in good order at all times when work is not actually being performed and shall be maintained in a safe and clean condition.

11. ACCESS TO WORK. City representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

12. PROTECTION OF WORK AND PROPERTY. The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of the construction.

13. OCCUPANCY. The City reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

14. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the City.

15. FORCE MAJEURE CLAUSE. The parties to the Contract shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by any act of God, fire, strike, loss, shortage of transportation facilities, lock-out, or the commandeering of materials, products, plants or facilities by the government; when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

16. HOLD HARMLESS CONTRACT. The Contractor shall save, defend, hold harmless and indemnify the City from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on property under the terms of this contract by any employee, agent, or representative of Contractor and/or its subcontractors unless such loss was a result of the negligent acts or omissions of the City.

17. PAYMENT. Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract or Purchase Order. The City shall make payment for materials, supplies or other services furnished under this Contract in lump sum on completion of the work within thirty (30) days after delivery to and approval by the authorized City representative of all invoices and other documentary evidence reasonably required by the City including the satisfactory release of all liens or claims for liens by subcontractors, laborers, and material suppliers for work or
materials provided under this Contract or Purchase Order (which approval shall not be unreasonably withheld).

18. PERMITS AND LICENSES. The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor’s sole cost and expense, such licenses and permits as are required by law, including any licenses or permits required by the City in connection with the furnishing of materials, supplies, or services herein listed.

19. CONTRACTOR NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE CITY. While engaged in or carrying out other terms and conditions of the Contract or Purchase Order, the Contractor is an Independent Contractor, and not an officer, employee, agent, partner, or joint venture of the City.

20. CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE. The Contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to City. Except for worker’s compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the City’s prior written consent. The City shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until this insurance has been obtained.

a) WORKER’S COMPENSATION INSURANCE. The Contractor shall procure and shall maintain during the life of this contract, Worker’s Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work subcontracted, the Contractor shall require the subcontractor to provide Worker’s Compensation Insurance for all of the subcontractors employees to be engaged in such work unless such employees are covered by the Contractor’s Worker’s Compensation Insurance.

b) CONTRACTOR’S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. The Contractor and any subcontractor shall secure and maintain in force, at Contractor’s sole cost and expense, public liability insurance in an amount not less than $1,000,000 per occurrence, and property damage insurance in an amount not less than $1,000,000.

21. WARRANTY/QUALITY. The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable Colorado energy, conservation, and environmental standards; unless a longer minimum period is required in the statement of work. Contractor shall furnish all manufacturers’ and supplier’s written guarantees and warranties covering materials and equipment furnished pursuant to this Contract or Purchase Order.

22. ASSIGNMENT OF CLAIMS. In submitting a quote on this project, the Contractor or any subcontractor agreeing to supply goods, services, or materials, and entering into this contract, the Contractor and/or subcontractor do offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have pursuant this contract or subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the parties.

23. COMPLIANCE WITH LAWS. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified in the Statement of Work. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the City, in writing, and, at the sole option of the City, any necessary changes to the scope of work shall be made and this contract shall be appropriately amended, in writing, or this contract shall be terminated effective upon Contractor’s receipt of a written termination notice from the City. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the City of such violation, Contractor shall bear all costs arising therefrom.

24. TIME IS OF THE ESSENCE. Time is of the essence in the performance and compliance with each of the provisions and conditions of this contract.

25. GOVERNING LAW. This contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue will be proper in Arapahoe County, CO.

26. NO ORAL MODIFICATION. Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

27. TABOR. The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). Any provision of this contract or its attachments which imposes upon the City, directly or indirectly, any financial obligation whatsoever to be performed or which may be performed in any fiscal year subsequent of the year of execution of this contract is expressly made contingent upon and subject to funds for such financial obligation being appropriated, budgeted and otherwise made available.

28. 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 whole or in part by State, counties, school districts, or municipal monies.

29. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. 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. [C.R.S. 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 contract, or believe any employee to be an illegal alien.
under this public contract for services. 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 subcontract 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 had 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 30.

(remainder of page intentionally left blank)
SCHEDULE A

OUTLINE OF STATEMENT OF WORK
(Provide the requested below information)

1. GENERAL

This contract is between the Littleton/Englewood Wastewater Treatment Plant and Veris Environmental, LLC for Contract Agreement Number CFS/15-47 dated October 1, 2015.

2. NAMES OF PROJECT COORDINATORS

Jim Tallent, Treatment Division Manager, L/E WWTP

3. SUMMARY OF PURPOSE FOR STATEMENT OF WORK

This project is to clean three (3) anaerobic digesters and will include all supervision, labor, materials and equipment for cleaning. The work shall include removal (including sludge, grit, rags and any other foreign materials) and disposal of all tank residuals in accordance to applicable federal, state or local regulations. Following removal of solids, the tanks shall be washed to facilitate structural inspection.

4. EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY (IF ANY)

Anaerobic digesters will be drained to the volumes specified, purged of digester gas and opened to atmosphere to provide contractor access for cleaning.

5. OTHER CONTRACTOR RESOURCES

No other contractor resources other than possible trucking subcontractor.

6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

The Contractor shall completely remove all contents of the digesters and preferably apply biosolids to state approved biosolids land application sites.

After evacuation of the digester contents, all interior surfaces shall be washed and the tank pumped dry.

7. SPECIAL TERMS, IF ANY
8. MODE OF PAYMENT
   Digester #4 $0.82/gallon hauled, estimated 50,000 gallons
   Digester #5 $0.36/gallon hauled, estimated 200,000 gallons
   Digester #2 $0.36/gallon hauled, estimated 200,000 gallons

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.

   Payments shall be made following invoicing of individual tank cleaning 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 Consultant.

<table>
<thead>
<tr>
<th>Performance Milestone</th>
<th>Responsible Party</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anaerobic Digester 4</td>
<td>Contractor</td>
<td>November 13, 2015 **</td>
</tr>
<tr>
<td>Anaerobic Digester 5</td>
<td>Contractor</td>
<td>December 11, 2015 **</td>
</tr>
<tr>
<td>Anaerobic Digester 2</td>
<td>Contractor</td>
<td>December 31, 2015 **</td>
</tr>
</tbody>
</table>

** Target Dates are weather dependent **

11. ACCEPTANCE AND TESTING PROCEDURES
NA

12. LOCATION OF WORK FACILITIES
Littleton/Englewood Wastewater Treatment Plant, 2900 South Platte River Drive, Englewood, CO 80110
Substantially all of the work will be conducted by Contractor at its regular office located in Limon, CO.
City will provide the City office space and support as it agrees may be appropriate, at its wastewater treatment facility.
IN WITNESS WHEREOF, pursuant and in accordance with the Contract 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: _______________________________________

Veris Environmental, LLC  

Contractor’s Name

By: _______________________________________

___________________________________________

(Signature)  

(Print Name)  

Title: CEO

Date: ____________________________________________________________________