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. Jeremy Letkomiller, Englewood resident, will address Council regarding increasing crime and safety.
   b. Cassandra Letkomiller, Englewood resident, will address Council regarding safety hazards with residential development.
   c. Doug Cohn, Englewood resident, will address Council regarding the Comprehensive Plan.
   d. Elaine Hults, Englewood resident, will address Council regarding the fire department.

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.
   a. A resolution reappointing Joseph DeMoor to the Malley Center Trust Fund.
b. A resolution reappointing Thomas Finn to the Board of Adjustments and Appeals.

c. A resolution reappointing Angela Schmitz to the Board of Adjustments and Appeals.

d. A resolution reappointing Mark Husbands to the Parks & Recreation Commission.

e. A resolution reappointing Karen Miller to the Parks & Recreation Commission.

f. A resolution reappointing Roger Mattingly to the Keep Englewood Beautiful Commission.

g. A resolution reappointing Kristin Martin to the Keep Englewood Beautiful Commission.

h. A resolution reappointing Thomas Burns to the Water and Sewer Board.

i. A resolution reappointing Melissa Izzo to the Public Library Board.

j. A resolution reappointing Catherine Townley to the Planning and Zoning Commission.

k. A resolution reappointing Steve King to the Planning & Zoning Commission.

l. A resolution reappointing James Phelps to the Non-Emergency Retirement Board.

m. A resolution reappointing Catherine Townley to the Englewood Urban Renewal Authority.

n. A resolution appointing Miguel Corral to the Alliance for Commerce in Englewood Committee.

o. A resolution appointing Thomas Kruck to the Cultural Arts Commission.

p. A resolution appointing Bryce Alexander to the Cultural Arts Commission.

q. A resolution appointing Daniel Black as the youth member to the Cultural Arts Commission.

r. A resolution appointing Andrew Keller to the Election Commission.

s. A resolution appointing Caroline Godwin to the Keep Englewood Beautiful Commission.

t. A resolution appointing Brett Kotal to the Keep Englewood Beautiful Commission.

u. A resolution appointing Bethany Wilson to the Keep Englewood Beautiful Commission.

v. A resolution appointing Klaralee Charlton to the Malley Center Trust Fund Board.

w. A resolution appointing Steve Reiter to the Public Library Board.

x. A resolution appointing William Dunlap to the Public Library Board.

y. A resolution appointing Jessica Hall to the Public Library Board.
z. A resolution appointing Naomi Lumban-Gaol as youth member to the Public Library Board.

aa. A resolution appointing Jim Woodard to the Englewood Urban Renewal Authority.

bb. A resolution appointing Paul Glista as alternate to the Englewood Urban Renewal Authority.

cc. A resolution appointing Don Roth to the Water and Sewer Board.

9. Consent Agenda Items

a. Approval of Ordinances on First Reading.

i. Council Bill 3 - Community Development staff recommends that City Council approve a bill for ordinance accepting $16,800 from Colorado’s Office of Economic Development and International Trade (OEDIT). This annual grant funds administrative activities for the South Metro Enterprise Zone. Staff: Economic Development Manager Darren Hollingsworth

ii. Council Bill 2 - The Police Department recommends Council adopt a bill for an ordinance authorizing an Intergovernmental Agreement (IGA) with the following agencies: cities of Aurora, Englewood, Lakewood and Wheat Ridge; the City and County of Denver; the offices of the District Attorneys for the First and Second Judicial Districts of Colorado; the Colorado counties of Adams, Arapahoe and Jefferson; and the State of Colorado for the purpose of establishing a Colorado Auto Theft Prevention Authority – Metropolitan Auto Theft Task Force. Staff: Cmdr. Tim Englert

b. Approval of Ordinances on Second Reading.

i. Council Bill 64 - Approval of the Sand Creek Site Plan (the Foundry) PUD. Staff: Planner II Audra Kirk

ii. Council Bill 1 - Authorize the Chief of Police to sign an Intergovernmental Agreement (IGA) with the U.S. Department of Justice, Drug Enforcement Administration (DEA) to allow the Police Department to assign an investigator to the Denver Field Division for the purpose of investigating trafficking in narcotics and dangerous drugs in the Denver metropolitan area. Staff: Cmdr. Tim Englert

c. Resolutions and Motions.

i. The Police Department recommends that Council approve a resolution approving a contract with Motorola for the replacement of the twenty portable radios and 1 mobile radio to be reimbursed by the Arapahoe E911 Authority. Staff: Cmdr. Tim Englert


11. Ordinances, Resolutions and Motions.
a. Approval of Ordinances on First Reading.
   i. Council Bill 4 - Parks, Recreation and Library staff recommends that Council adopt a bill for an ordinance authorizing an intergovernmental agreement between the City of Englewood and Arapahoe County for the ACOS Grant award to construct the RiverRun Trailhead Phase II. **Staff: Recreation Services Manager Joe Sack**

b. Approval of Ordinances on Second Reading.

c. Resolutions and Motions.
   i. HR staff recommends Council approve a resolution setting wages for non-union employees in 2016 similar to those granted in the 2016 Collective Bargaining Agreement with the Englewood Employee Association (EEA). **Staff: HR Manager Vincent Vega**
   
   ii. HR staff recommends Council approve a resolution establishing a new compensation plan for 2016. **Staff: HR Manager Vincent Vega**
   
   iii. The Police Department is recommending that City Council adopt a sole-source Resolution authorizing the Englewood Police Department to sign an agreement with Tyler Technologies to purchase E-Ticketing equipment and software. **Staff: Deputy Police Chief Jeff Sanchez**

12. General Discussion.

   a. Mayor’s Choice.

   b. Council Members’ Choice.
      
      i. A motion to approve approximately $8,028 for Councilmembers to attend the National League of Cities Conference in Washington, D.C. March 5-9, 2016.


   i. Metro Fire Training Center Discussion


15. Adjournment.
1. Call to Order

The regular meeting of the Englewood City Council was called to order by Mayor Jefferson at 7:40 p.m.

2. Invocation

The invocation was given by Council Member Barrentine.

3. Pledge of Allegiance

The Pledge of Allegiance was led by Council Member Barrentine.

4. Roll Call

Present: Council Members Jefferson, Olson, Barrentine, Gillit, Martinez, Yates
Absent: Council Member Russell

A quorum was present.

Also present: City Manager Keck
Acting City Attorney Comer
Deputy City Manager Flaherty
Assistant City Manager Robinson
City Clerk Ellis
Deputy City Clerk Carlile
Planner II Kirk, Community Development
Executive Assistant Fenton, Community Development
Police Commander Englert
Planner II Voboril, Community Development
Manager of Open Space Lee, Parks and Recreation
Director Hargrove, Parks, Recreation and Library Services
Technical Support Specialist I Munnell, Information Technology

5. Consideration of Minutes of Previous Session

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

Vote results:
Ayes: Council Members Barrentine, Olson, Jefferson, Yates, Martinez, Gillit
Nays: None
Absent: Council Member Russell

Motion carried.

6. Recognition of Scheduled Public Comment
(a) Elaine Hults, an Englewood resident, expressed concern to Council regarding response time from the Denver Fire Department. She also objected to hiring consultants.

(b) Jeremy Letkomiller, an Englewood resident, addressed Council regarding developers leaving sidewalks impassable.

7. Recognition of Unscheduled Public Comment

(a) Garnett Stewart, Englewood resident, addressed Council about the City being green. She feels the City needs to make this a priority. She feels an ad hoc committee should be established.

(b) Doug Cohn, Englewood resident, addressed Council regarding the history of Englewood and how it relates to new development in the City.

(c) Paulo Sibaja, candidate for Arapahoe County Commissioner, wanted to introduce himself to Council and understand the needs of the community.

Council responded to Public Comment.

8. Communications, Proclamations and Appointments

There were no communications, proclamations or appointments.

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 GILLIT MOVED, AND COUNCIL MEMBER YATES SECONDED, TO APPROVE CONSENT AGENDA ITEMS 9 (b) (i) AND 9 (c) (i).

(b) Approval of Ordinances on Second Reading

(i) ORDINANCE NO. 1, SERIES OF 2015/2016 (COUNCIL BILL NO. 63, INTRODUCED BY COUNCIL MEMBER GILLIT)

AN ORDINANCE AMENDING TITLE 3, CHAPTERS 5 AND 6, OF THE ENGLEWOOD MUNICIPAL CODE 2000.

(c) Resolutions and Motions

(i) RESOLUTION NO. 1, SERIES OF 2016


Vote results:

Ayes: Council Members Barrentine, Olson, Jefferson, Yates, Martinez, Gillit
Nays: None
Absent: Council Member Russell

Motion carried.

10. Public Hearing Items
COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER OLSON SECONDED, TO OPEN THE PUBLIC HEARING TO GATHER INPUT ON COUNCIL BILL 64 - THE SAND CREEK SITE PLAN (THE FOUNDRY) PUD.

Vote results:
Ayes: Council Members Barrentine, Olson, Jefferson, Yates, Martinez, Gillit
Nays: None
Absent: Council Member Russell

Motion carried and the Public Hearing Opened.

All testimony was given under oath.

Planner II Kirk presented background information regarding the Sand Creek Site Plan (the Foundry) PUD.

Scott Yeates, of SW Development Group, provided an overview of the project.

No one provided public comment.

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER OLSON SECONDED, TO CLOSE THE PUBLIC HEARING TO GATHER INPUT ON COUNCIL BILL 64 - THE SAND CREEK SITE PLAN (THE FOUNDRY) PUD.

Vote results:
Ayes: Council Members Barrentine, Olson, Jefferson, Yates, Martinez, Gillit
Nays: None
Absent: Council Member Russell

Motion carried and the Public Hearing Closed.

11. Ordinances, Resolutions and Motions

(a) Approval of Ordinances on First Reading

(i) Commander Englert presented a recommendation from the Police Department to approve a bill for an ordinance on first reading which will authorize the Chief of Police to sign an Intergovernmental Agreement (IGA) with the U.S. Department of Justice, Drug Enforcement Administration (DEA) to allow the Police Department to assign an investigator to the Denver Field Division for the purpose of investigating trafficking in narcotics and dangerous drugs in the Denver metropolitan area.

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER OLSON SECONDED, TO APPROVE AGENDA ITEM 11 (a) (i) - COUNCIL BILL NO. 1.

COUNCIL BILL NO. 1, INTRODUCED BY COUNCIL MEMBER GILLIT

A BILL FOR AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ENTITLED "COOPERATIVE STATE AND LOCAL AGREEMENT" BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION AND THE CITY OF ENGLEWOOD.

Vote results:
Ayes: Council Members Barrentine, Olson, Jefferson, Yates, Martinez, Gillit
Nays: None
Absent: Council Member Russell

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) Deputy City Manager Flaherty presented a recommendation from the City Manager’s Office to approve a resolution approving an agreement with Englewood Cultural Arts Center Association, d.b.a. Englewood Arts, for management of Hampden Hall.

COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER GILLIT SECONDED, TO APPROVE AGENDA ITEM 11 (c) (i) - RESOLUTION NO. 2, SERIES OF 2016.

RESOLUTION NO. 2, SERIES OF 2016

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN ENGLEWOOD CULTURAL ARTS CENTER ASSOCIATION (dba E-Arts), AND THE CITY OF ENGLEWOOD, COLORADO PERTAINING TO THE MANAGEMENT OF HAMPDEN HALL AT THE ENGLEWOOD CIVIC CENTER.

Vote results:
Ayes: Council Members Barrentine, Olson, Jefferson, Yates, Martinez, Gillit
Nays: None
Absent: Council Member Russell

Motion carried.

(ii) Planner II Voboril presented a recommendation from the Community Development Department to approve a motion directing staff to submit applications to the Colorado Department of Transportation (CDOT) for selected Safe Routes to School infrastructure projects.

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER YATES SECONDED, TO DIRECT STAFF TO SUBMIT APPLICATIONS TO THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR SELECTED SAFE ROUTES TO SCHOOL INFRASTRUCTURE PROJECTS.

Vote results:
Ayes: Council Members Barrentine, Olson, Jefferson, Yates, Martinez, Gillit
Nays: None
Absent: Council Member Russell

Motion carried.

(iii) Manager Lee presented a recommendation from the Parks and Recreation Department to approve, by motion, a Professional Services Agreement with Logan Simpson for the Park and Recreation Master Plan and Pirates Cove Expansion Feasibility Study.

COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER MARTINEZ SECONDED, TO APPROVE AGENDA ITEM 11 (c) (iii) - A PROFESSIONAL SERVICES AGREEMENT WITH LOGAN SIMPSON FOR THE PARK AND RECREATION MASTER PLAN AND PIRATES COVE EXPANSION FEASIBILITY STUDY.

Vote results:
Ayes: Council Members Barrentine, Olson, Jefferson, Yates, Martinez, Gillit
Nays: None
Absent: Council Member Russell

Motion carried.

12. General Discussion

(a) Mayor's Choice
13. **City Manager's Report**

14. **City Attorney's Report**

Acting City Attorney Comer did not have any matters to bring before Council.

15. **Adjournment**

**MAYOR JEFFERSON MOVED TO ADJOURN.** The meeting adjourned at 9:54 p.m.

/s/ Loucrishia A. Ellis
City Clerk
COUNCIL COMMUNICATION

Meeting Date: 1-19-2016  
Agenda Item: 8a-cc  
Subject: Resolutions to appoint and reappoint Board and Commission members.

Initiated By: City Manager’s Office  
Staff Source: Appointments

PREVIOUS COUNCIL ACTION
Twice a year, City Council interviews applicants to fill vacant Board and Commission seats, alternate member seats and youth member seats. Council last filled vacant Board and Commission seats in July 2015. After the interview process in July, Council approved the applicants at a regular Council meeting by resolution.

RECOMMENDED ACTION
To fill the vacant seats on Boards and Commissions and re-appoint current members, Council will need to approve the resolutions on January 19, 2016 at the regular Council meeting.

Although he reapplied for his seat on Planning & Zoning, Chad Knoth will not be able to serve a fourth term on Planning & Zoning. According to Ordinance No. 43-2011, "Each member of a Board or Commission will have the opportunity to serve up to three terms per Board or Commission, when a term expires that member will have the opportunity to be reappointed to that same Board or Commission after a 4 year period." In a 2011 memo, former Assistant City Attorney Nancy Reid noted: "If an alternate is appointed to fill a partial term, they are limited to two full terms after the partial term because the amendment allows 'up to three terms.'"

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED
The City posted vacancies for its Boards and Commissions and gave a chance for current members whose terms were expiring February 1, 2016, to re-apply by Oct. 23, 2015. Council discussed the reappointments at the November 2, 2015, Study Session, and reviewed the applicants' attendance records. At the November 2 Study Session Council agreed to re-appoint the 13 applicants.

The deadline to apply for vacancies for applicants other than re-appointments was December 11, 2015. On January 11, 2016, Council interviewed 21 applicants to fill 17 seats and decided to leave vacant the alternate seat on the Alliance for Commerce in Englewood Committee.

FINANCIAL IMPACT

LIST OF ATTACHMENTS
Resolutions for re-appointments and appointments  
Ordinance No. 43-2011  
2011 Memo
RESOLUTION NO. ______
SERIES OF 2016

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

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

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

WHEREAS, Joseph DeMoor is a current member of the Malley Center Trust Fund; and

WHEREAS, Joseph DeMoor’s current term expires February 1, 2016; and

WHEREAS, Joseph DeMoor has applied for reappointment to the Malley Center Trust Fund for another term;

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

Section 1. Joseph DeMoor is hereby reappointed to the Malley Center Trust Fund for the City of Englewood, Colorado. Joseph DeMoor’s term will be effective February 1, 2016 and will expire February 1, 2019.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: 

______________________________
Joe Jefferson, 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 2016.

______________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION REAPPOINTING THOMAS FINN TO THE BOARD OF ADJUSTMENT AND APPEALS FOR THE CITY OF ENGLEWOOD, COLORADO.

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

WHEREAS, Thomas Finn is a current member of the Englewood Board of Adjustment and Appeals; and

WHEREAS, Thomas Finn’s term expires February 1, 2016; and

WHEREAS, Thomas Finn has applied for reappointment to the Englewood Board of Adjustment and Appeals for another term;

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

Section 1. Thomas Finn is hereby reappointed to the Board of Adjustment and Appeals for the City of Englewood, Colorado. Thomas Finn’s term will be effective February 1, 2016 and will expire February 1, 2020.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: ________________________________

Joe Jefferson, 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 2016.

______________________________

Loucrishia A. Ellis, City Clerk
RESOLUTION NO. 13
SERIES OF 2016

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

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

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

WHEREAS, James Phelps current term expires February 1, 2016; and

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

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

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

Section 1. James Phelps is hereby reappointed to Englewood Non-Emergency Retirement Board. James Phelps term will be effective February 1, 2016 and will expire February 1, 2020.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST:

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. 13, Series of 2016.

Loucrisha A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION REAPPOINTING ANGELA SCHMITZ TO THE BOARD OF
ADJUSTMENT AND APPEALS FOR THE CITY OF ENGLEWOOD, COLORADO.

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

WHEREAS, Angela Schmitz is a current member of the Englewood Board of Adjustment and
Appeals; and

WHEREAS, Angela Schmitz’s term expires February 1, 2016; and

WHEREAS, Angela Schmitz has applied for reappointment to the Englewood Board of
Adjustment and Appeals for another term;

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

Section 1. Angela Schmitz is hereby reappointed to the Board of Adjustment and Appeals for
the City of Englewood, Colorado. Angela Schmitz’s term will be effective February 1, 2016 and
will expire February 1, 2020.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: __________________________

Joe Jefferson, 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 2016.
RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION REAPPOINTING MARK HUSBANDS TO THE PARKS
AND RECREATION COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City has established a Parks and Recreation Commission to advise on all
matters pertaining to recreation; to prepare an annual Parks and Recreation Master Plan and to
review the annual Parks and Recreation Budget; and

WHEREAS, Mark Husbands is a current member of the Englewood Parks & Recreation
Commission; and

WHEREAS, Mark Husbands current term expires February 1, 2016; and

WHEREAS, Mark Husbands has applied for reappointment to the Englewood Parks and
Recreation Commission for another term; and

WHEREAS, the Englewood City Council desires to reappoint Mark Husbands to the
Englewood Parks and Recreation Commission for another term;

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

Section I. Mark Husbands is hereby reappointed to the Parks and Recreation Commission
for the City of Englewood, Colorado. Mark Husbands term will be effective February 1, 2016
and will expire February 1, 2020.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST:
______________________________
Joe Jefferson, 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 2016.
RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION REAPPOINTING KAREN MILLER TO THE PARKS AND RECREATION COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City has established a Parks and Recreation Commission to advise on all matters pertaining to recreation; to prepare an annual Parks and Recreation Master Plan and to review the annual Parks and Recreation Budget; and

WHEREAS, Karen Miller is a current member of the Englewood Parks & Recreation Commission; and

WHEREAS, Karen Miller’s current term expires February 1, 2016; and

WHEREAS, Karen Miller has applied for reappointment to the Englewood Parks and Recreation Commission for another term; and

WHEREAS, the Englewood City Council desires to reappoint Karen Miller to the Englewood Parks and Recreation Commission for another term;

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

Section 1. Karen Miller is hereby reappointed to the Parks and Recreation Commission for the City of Englewood, Colorado. Karen Miller’s term will be effective February 1, 2016 and will expire February 1, 2020.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: ___________________________

Joe Jefferson, 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 2016.

_____________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ______
SERIES OF 2016

A RESOLUTION REAPPOINTING ROGER MATTINGLY TO THE KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

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

WHEREAS, Roger Mattingly is a current member of the Keep Englewood Beautiful Commission; and

WHEREAS, Roger Mattingly's term expires February 1, 2016; and

WHEREAS, Roger Mattingly has applied for reappointment to the Keep Englewood Beautiful Commission for another term;

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

Section 1. Roger Mattingly is hereby reappointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Roger Mattingly's term will be effective February 1, 2016 and will expire February 1, 2018.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST:

Joe Jefferson, 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 2016.
RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION REAPPOINTING KRISTIN MARTIN TO THE KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

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

WHEREAS, Kristin Martin is a current member of the Keep Englewood Beautiful Commission; and

WHEREAS, Kristin Martin’s term expires February 1, 2016; and

WHEREAS, Kristin Martin has applied for reappointment to the Keep Englewood Beautiful Commission for another term;

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

Section 1. Kristin Martin is hereby reappointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Kristin Martin term will be effective February 1, 2016 and will expire February 1, 2018.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST:

Joe Jefferson, Mayor

Loucrlishia A. Ellis, City Clerk

I, Loucrlishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2016.

Loucrlishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION REAPPOINTING THOMAS BURNS TO THE WATER AND SEWER BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Water and Sewer Board plans for the continued adequacy of the domestic water supply and system and sanitary sewer system and shall have the power to protect the domestic water supply of the City from injury and pollution; and

WHEREAS, Thomas Burns is a current member of the Englewood Water and Sewer Board; and

WHEREAS, Thomas Burns current term expires February 1, 2016; and

WHEREAS, Thomas Burns has applied for reappointment to the Englewood Water and Sewer Board; and

WHEREAS, the Englewood City Council desires to reappoint Thomas Burns to the Englewood Water and Sewer Board;

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

Section 1. Thomas Burns is hereby reappointed to Englewood Water and Sewer Board. Thomas Burns’ term will be effective February 1, 2016 and will expire February 1, 2022.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: _____________________________

Joe Jefferson, 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 2016.

Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION REAPPOINTING MELISSA IZZO TO THE PUBLIC LIBRARY BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

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

WHEREAS, Melissa Izzo is a current member of the Englewood Public Library Board; and

WHEREAS, Melissa Izzo’s term expires February 1, 2016.

WHEREAS, Melissa Izzo has applied for reappointment to the Englewood Public Library Board for another term; and

WHEREAS, the Englewood City Council desires to reappoint Melissa Izzo to the Englewood Public Library Board for another term;

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

Section 1. Melissa Izzo is hereby reappointed to the Englewood Public Library Board. Melissa Izzo’s term will be effective February 1, 2016 and will expire February 1, 2020.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST:

Joe Jefferson, 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 2016.
RESOLUTION NO. _____
SERIES OF 2016

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

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

WHEREAS, Catherine Townley is a current member of the Englewood Planning and Zoning Commission; and

WHEREAS, Catherine Townley’s current term expires February 1, 2016; and

WHEREAS, Catherine Townley has applied for reappointment to the Englewood Planning and Zoning Commission;

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

Section 1. Catherine Townley is hereby reappointed to the Englewood Planning and Zoning Commission. Catherine Townley’s term will be effective February 1, 2016 and will expire February 1, 2020.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: ____________________________

Joe Jefferson, 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 2016.

Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2016

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

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

WHEREAS, Steve King is a current member of the Englewood Planning and Zoning Commission; and

WHEREAS, Steve King’s current term expires February 1, 2016; and

WHEREAS, Steve King has applied for reappointment to the Englewood Planning and Zoning Commission;

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

Section 1. Steve King is hereby reappointed to the Englewood Planning and Zoning Commission. Steve King’s term will be effective February 1, 2016 and will expire February 1, 2020.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: ________________________

Joe Jefferson, 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 2016.
RESOLUTION NO. ______
SERIES OF 2016

A RESOLUTION REAPPOINTING CATHERINE TOWNLEY TO THE URBAN RENEWAL AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

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

WHEREAS, Catherine Townley is a current member of the Englewood Urban Renewal Authority; and

WHEREAS, Catherine Townley’s term expires February 1, 2016; and

WHEREAS, Catherine Townley has applied for reappointment to the Englewood Urban Renewal Authority; and

WHEREAS, the Mayor, with the approval of the Englewood City Council, desires to reappoint Catherine Townley to the Englewood Urban Renewal Authority;

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

Section 1. Catherine Townley is hereby reappointed to Englewood Urban Renewal Authority. Catherine Townley’s term will be effective February 1, 2016 and will expire February 1, 2021.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST:

__________________________________________
Joe Jefferson, 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 2016.

__________________________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ____
SERIES OF 2016

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

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

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

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

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

WHEREAS, the Englewood City Council desires to appoint Miguel Corral to Alliance for Commerce In Englewood Committee;

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

Section 1. Miguel Corral is hereby appointed to Alliance for Commerce In Englewood Committee. Miguel Corral’s term will be effective February 1, 2016 and will expire July 1, 2018.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: ________________________________

Joe Jefferson, 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 2016.

Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ______
SERIES OF 2016

A RESOLUTION APPOINTING THOMAS KRUCK AS A MEMBER OF THE CULTURAL ARTS COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

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

WHEREAS, the purpose of the Cultural Arts Commission is to provide planning for the development of cultural arts activities and to implement an Arts Plan; and

WHEREAS, there is a vacancy on the Englewood Cultural Arts Commission; and

WHEREAS, Thomas Kruck has graciously applied for appointment to the Englewood Cultural Arts Commission; and

WHEREAS, the Englewood City Council desires to appoint Thomas Kruck to the Englewood Cultural Arts Commission.

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

Section I. Thomas Kruck is hereby appointed to the Cultural Arts Commission for the City of Englewood, Colorado. Thomas Kruck's term will become effective February 1, 2016 and will expire July 1, 2018.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: ____________________________

Joe Jefferson, 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 2016.

______________________________

Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____  
SERIES OF 2016

A RESOLUTION APPOINTING BRYCE ALEXANDER AS A MEMBER OF THE CULTURAL ARTS COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

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

WHEREAS, the purpose of the Cultural Arts Commission is to provide planning for the development of cultural arts activities and to implement an Arts Plan; and

WHEREAS, there is a vacancy on the Englewood Cultural Arts Commission; and

WHEREAS, Bryce Alexander has graciously applied for appointment to the Englewood Cultural Arts Commission; and

WHEREAS, the Englewood City Council desires to appoint Bryce Alexander to the Englewood Cultural Arts Commission.

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

Section 1. Bryce Alexander is hereby appointed to the Cultural Arts Commission for the City of Englewood, Colorado. Bryce Alexander’s term will become effective February 1, 2016 and will expire July 1, 2017.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: ___________________________________________  
Joe Jefferson, 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 2016.

_____________________________________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION APPOINTING DANIEL BLACK AS A YOUTH LIAISON
TO THE CULTURAL ARTS COMMISSION FOR THE CITY OF
ENGLEWOOD, COLORADO.

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

WHEREAS, the City Council desires to appoint a youth liaison to the Cultural Arts Commission for the term expiring July 1, 2017; and

WHEREAS, Daniel Black meets the requirements set forth by City Council for appointment as youth liaison to the Cultural Arts Commission;

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

Section 1. Daniel Black is hereby appointed as a youth liaison to the Cultural Arts Commission. Daniel Black’s term will be effective February 1, 2016 and will expire July 1, 2017.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: __________________________________________
Joe Jefferson, 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 2016.

Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ______
SERIES OF 2016

A RESOLUTION APPOINTING ANDREW KELLER TO THE ELECTION COMMISSION
OF THE CITY OF ENGLEWOOD, COLORADO.

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

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

WHEREAS, Andrew Keller has applied to serve as a member of the Englewood Election
Commission;

WHEREAS, the Englewood City Council desires to appoint Andrew Keller to the Englewood
Election Commission.

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

Section 1. Andrew Keller is hereby appointed to the Englewood Election Commission.
Andrew Keller's term will be effective February 1, 2016 with term expiring February 1, 2020.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST:

Joe Jefferson, 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 2016.
RESOLUTION NO. 2016-1
SERIES OF 2016

A RESOLUTION APPOINTING CAROLINE GODWIN TO KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

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

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

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

WHEREAS, the Englewood City Council desires to appoint Caroline Godwin to the Keep Englewood Beautiful Commission.

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

Section 1. Caroline Godwin is hereby appointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Caroline Godwin's term will be effective February 1, 2016 and will expire February 1, 2018.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST:

__________________________
Joe Jefferson, 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. 2016-1, Series of 2016.

__________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION APPOINTING BRETT KOTAL TO KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

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

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

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

WHEREAS, the Englewood City Council desires to appoint Brett Kotal to the Keep Englewood Beautiful Commission.

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

Section 1. Brett Kotal is hereby appointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Brett Kotal’s term will be effective February 1, 2016 and will expire February 1, 2018.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: ___________________________  Joe Jefferson, 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 2016.

Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ______
SERIES OF 2016

A RESOLUTION APPOINTING BETHANY WILSON TO KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

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

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

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

WHEREAS, the Englewood City Council desires to appoint Bethany Wilson to the Keep Englewood Beautiful Commission.

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

Section 1. Bethany Wilson is hereby appointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Bethany Wilson’s term will be effective February 1, 2016 and will expire February 1, 2018.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: ____________________________
               Joe Jefferson, 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 2016.

____________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ______
SERIES OF 2016

A RESOLUTION APPOINTING KLARALEE CHARLTON TO THE MALLEY CENTER TRUST FUND BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

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

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

WHEREAS, there is a vacancy on the Malley Center Trust Fund Board; and

WHEREAS, Klaralee Charlton has applied to serve as a member of the Malley Center Trust Fund Board; and

WHEREAS, the Englewood City Council desires to appoint Klaralee Charlton to the Malley Center Trust Fund Board;

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

Section 1. Klaralee Charlton is hereby appointed to the Malley Center Trust Fund Board. Klaralee Charlton’s term will be effective February 1, 2016 and will expire February 1, 2019.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: 

__________________________
Joe Jefferson, 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 2016.
RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION APPOINTING STEVE REITER TO THE PUBLIC LIBRARY BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

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

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

WHEREAS, Steve Reiter has applied to serve as a member of the Englewood Public Library Board;

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

Section 1. Steve Reiter is hereby appointed to the Englewood Public Library Board. Steve Reiter's term will be effective February 1, 2016 and will expire February 1, 2020.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: ____________________________

Joe Jefferson, 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 2016.
RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION APPOINTING WILLIAM DUNLAP TO THE PUBLIC LIBRARY
BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

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

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

WHEREAS, William Dunlap has applied to serve as a member of the Englewood Public
Library Board;

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

Section 1. William Dunlap is hereby appointed to the Englewood Public Library Board.
William Dunlap’s term will be effective February 1, 2016 and will expire February 1, 2020.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: 

Joe Jefferson, 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 2016.
RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION APPOINTING JESSICA HALL TO THE PUBLIC LIBRARY BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

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

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

WHEREAS, Jessica Hall has applied to serve as a member of the Englewood Public Library Board;

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

Section 1. Jessica Hall is hereby appointed to the Englewood Public Library Board. Jessica Hall’s term will be effective February 1, 2016 and will expire February 1, 2020.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: ____________________________

Joe Jefferson, 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 2016.

______________________________

Loucrishia A. Ellis, City Clerk
RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION APPOINTING NAOMI LUMBAN-GAOL AS A YOUTH MEMBER TO THE PUBLIC LIBRARY BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Public Library Board was established by the Englewood Home Rule Charter to develop and maintain a modern Library System; and

WHEREAS, Naomi Lumban-Gaol has applied for appointment to the Englewood Public Library Board; and

WHEREAS, the Englewood City Council applauds the volunteerism of this Englewood youth and desires to appoint Naomi Lumban-Gaol to the Englewood Public Library Board; and

WHEREAS, Naomi Lumban-Gaol meets the requirements set forth by City Council for appointment as youth member to the Public Library Board.

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

Section 1. Naomi Lumban-Gaol is hereby appointed as a youth member to Englewood Public Library Board. Naomi Lumban-Gaol term will be February 1, 2016 and will expire February 1, 2017.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: ________________________________

Joe Jefferson, 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 2016.
RESOLUTION NO. ______
SERIES OF 2016

A RESOLUTION APPOINTING JIM WOODWARD TO THE URBAN RENEWAL AUTHORITY FOR THE CITY OF ENGLEWOOD.

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

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

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

WHEREAS, Jim Woodward was previously named as an alternate to the Englewood Urban Renewal Authority; and

WHEREAS, the Mayor with the approval of the Englewood City Council desires to appoint Jim Woodward to the Englewood Urban Renewal Authority;

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

Section 1. Jim Woodward is hereby appointed to the Englewood Urban Renewal Authority.
Jim Woodward’s term will be effective February 1, 2016 and will expire February 1, 2021.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST:

Joe Jefferson, 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 2016.
RESOLUTION NO. _____
SERIES OF 2016

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

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

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

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

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

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

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

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

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

Section 1. The Englewood City Council hereby appoints Paul Glista as an alternate member of the Englewood Urban Renewal Authority. Paul Glista’s term will be effective February 1, 2016.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: ____________________________

Joe Jefferson, 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 2016.

______________________________
Loucrishia A. Ellis, City Clerk
RESOLUTION NO. ———
SERIES OF 2016

A RESOLUTION APPOINTING DON ROTH AS AN ALTERNATE VOTING MEMBER TO THE WATER AND SEWER BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Water and Sewer Board is charged with acquiring and protecting the domestic water supply and water rights from injury and pollution; and

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

WHEREAS, the Englewood City Council desires to appoint Don Roth as alternate member to the Water and Sewer Board; and

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

WHEREAS, because the Water and Sewer Board Members are required to determine technical and long term water and sewer issues, including water rights litigation, the appointment of an alternate who will attend the meetings and who may sit in and vote when necessary to make a quorum or in the alternative when any member is not at a meeting would create more continuity in the process; and

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

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

Section 1. The Englewood City Council hereby appoints Don Roth as alternate voting member of the Englewood Water and Sewer Board who may vote if another member of the Board is absent. Don Roth’s term will be effective February 1, 2016.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST:  ________________

Joe Jefferson, 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 2016.

Loucrishia A. Ellis, City Clerk
AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF ENGLEWOOD AT THE NEXT SCHEDULED MUNICIPAL ELECTION A PROPOSED ORDINANCE AMENDING THE ENGLEWOOD MUNICIPAL CODE RELATING TO SERVICE ON BOARDS AND COMMISSIONS.

WHEREAS, on August 3rd an initiative petition was submitted to the City Clerk’s Office; and

WHEREAS, the Englewood Home Rule Charter and State Statutes provide that this matter be forwarded to the Englewood City Council after the City Clerk certifies the validity and sufficiency of such initiative petition; and

WHEREAS, the Englewood City Clerk has certified the validity and sufficiency of the signatures for the initiative petition;

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

Section 1. It has been determined that this initiated ordinance shall not be enacted without alterations as provided for in Section 46 of the Englewood Home Rule Charter.

Section 2. There is hereby submitted to the registered electors of the City of Englewood at the next scheduled municipal election on November 1, 2011 a proposed amendment to the Englewood Municipal Code of the City of Englewood, to read as follows:

Question No.

Shall THE ENGLEWOOD MUNICIPAL CODE of the City of Englewood, Colorado be amended by changing the Code to provide:

In order to broaden the opportunities for public service and guard against excessive concentrations of power, no appointed voting member of any Board or Commission in the City of Englewood shall hold any elected public office unless specifically designated by the Englewood City Charter. In the event an existing member of any Board or Commission is elected to public office that member shall be required to resign their position. Each member of a Board or Commission will have the opportunity to serve up to three terms per Board or Commission, when a term expires that member will have the opportunity to be reappointed to that same Board or Commission after a 4 year period.

_____ Yes  ______ No
Section 3. Each elector voting at said election and desirous of voting shall indicate his her choice by depressing the appropriate counter of the voting machine or by the appropriate marking upon paper ballots where used.

Section 4. The proper officials of the City of Englewood shall give notice of said next scheduled municipal election, such notice shall be published in the manner and for the length of time required by law, and the ballots cast at such election shall be canvassed and the result ascertained, determined, and certified as required by law.

Section 5. Only if the question is approved by the registered electors of the City of Englewood shall the Englewood Municipal Code be amended.

Section 6. If any section, paragraph, clause, or other portion of this Ordinance is for any reason held to be invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining portions of this Ordinance.

Introduced, read in full, and passed on first reading on the 15th day of August, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 19th day of August, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 17th day of August, 2011 for thirty (30) days.

Read by title and passed on final reading on the 22nd day of August, 2011, at a Special Call of the City Council pursuant to Section 46 of the Englewood Home Rule Charter.

Published by title in the City's official newspaper as Ordinance No. , Series of 2011, on the 26th day of August, 2011.

Published by title on the City's official website beginning on the 24th day of August, 2011 for thirty (30) days.

_____________________________________
James K. Woodward, 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 2011, at a Special Call of the City Council pursuant to Section 46 of the Englewood Home Rule Charter.

_____________________________________
Loucrishia A. Ellis
MEMORANDUM

TO: Dan Brotzman, City Attorney
FROM: Nancy Reid, Assistant City Attorney
DATE: November 8, 2011

Ballot Question 2C on the municipal election on November 1, 2011 was passed, which read as follows:

Shall THE ENGLEWOOD MUNICIPAL CODE of the City of Englewood, Colorado be amended by changing the Code to provide:

In order to broaden the opportunities for public service and guard against excessive concentrations of power, no appointed voting member of any Board or Commission in the City of Englewood shall hold any elected public office unless specifically designated by the Englewood City Charter. In the event an existing member of any Board or Commission is elected to public office that member shall be required to resign their position. Each member of a Board or Commission will have the opportunity to serve up to three terms per Board or Commission, when a term expires that member will have the opportunity to be reappointed to that same Board or Commission after a 4 year period.

In evaluating the impact of the new Code changes relating to term limits for Boards and Commissions I offer the following:

1. The effective date of this Ordinance will be the date of the election, November 1, 2011.

2. When a current member’s term ends, IF that was the third term, the member may not be reappointed to that Board or Commission.

3. If an alternate is appointed to fill a partial term, they are limited to two full terms after the partial term because the amendment allows “up to three terms”.

4. A non-voting alternate or a voting alternate (Board of Adjustment only) is not an “appointed voting member” until that person is appointed as a full member. Therefore, the time they are on the Board or Commission as an alternate is not counted as a part of the three terms.

5. If a member is term limited on one Board or Commission, they may be appointed to another without having to wait for four years. The four year period only applies to reappointment to the same Board or Commission.

6. The wording is vague but it appears that when a member of a Board or Commission is elected to public office he or she must resign from the board, not from the elected position.

NNR/af
COUNCIL COMMUNICATION

Date: January 19, 2016  
Agenda Item: 9ai  
Subject: South Metro Enterprise Zone Administrative Grant

Initiated By: Community Development Department  
Staff Source: Darren Hollingsworth  
                                          Economic Development Manager

PREVIOUS COUNCIL ACTION

To initiate business retention, revitalization, and growth strategies and leverage City resources through grant funding.

Each year Englewood receives funding from the Colorado Office of Economic Development and International Trade to support Enterprise Zone administrative expenses. This is a continuation of an annual grant award.

RECOMMENDED ACTION

Staff recommends that City Council approve a Bill for Ordinance accepting $16,800 from Colorado's Office of Economic Development and International Trade (OEDIT). This annual grant funds administrative activities for the South Metro Enterprise Zone.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Englewood administers the South Metro Enterprise Zone, which includes all of Englewood, and portions of Littleton, Sheridan, and the Town of Parker. The City's administration of the Enterprise Zone involves annual reporting and ongoing approvals of submissions, data input, marketing and outreach associated with the Enterprise Zone within Englewood. Each year the City of Englewood receives a grant from the Office of Economic Development and International Trade towards expenses related to the Enterprise Zone administration. The Enterprise Zone is a critical element of our Economic Development program with approximately 100 Englewood businesses claiming valuable State of Colorado tax credits annually.

FINANCIAL IMPACT

The grant requires that the City provide an in-kind match in the form of in-staff time and overhead. This is already accounted for in Community Development's departmental budget and will not be an additional expense.

LIST OF ATTACHMENTS

Proposed Bill for Ordinance
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____ Reviewed by Staff Source/Other

____ Reviewed by Department Director

____ Reviewed by City Attorney

____ Reviewed by City Clerk

____ Reviewed by City Manager

Comments

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BY AUTHORITY

ORDINANCE NO. ___ SERIES OF 2016
COUNCIL BILL NO. 3
INTRODUCED BY COUNCIL MEMBER ____________

A BILL FOR

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT FROM THE STATE OF COLORADO, ECONOMIC DEVELOPMENT AND INTERNATIONAL TRADE (OEDIT) TO FUND ADMINISTRATION ACTIVITIES FOR THE SOUTH METRO ENTERPRISE ZONE.

WHEREAS, in 2015 the City of Englewood applied to the Colorado Economic Development Commission and was granted Enterprise Zone status for the entire City of Englewood; and

WHEREAS, the City of Englewood is the administrator for the South Metro Enterprise Zone for the cities of Littleton, Sheridan, the Town of Parker and Englewood; and

WHEREAS, this year the State of Colorado Economic Development Commission issued an unsolicited grant to the City of Englewood to reimburse the City for the administration of the Enterprise Zone; and

WHEREAS, the Enterprise Zone is used in the City to initiate business retention, business expansion, and business attraction activities; and

WHEREAS, the Grant and related Agreement between the State of Colorado Economic Development Commission and International Trade (OEDIT), and the City of Englewood pledges $16,800.00 in local matching funds in the form of staff time, overhead, and marketing materials to meet this obligation; and

WHEREAS, this Grant will be used for Enterprise Zone administrative activities and will reimburse the City of Englewood for staff time and expenditures.

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

Section 1. The State of Colorado, Economic Development Commission Colorado Purchase Order #PO POGG1EDAA 2016-589 for the Grant of $16,800.00 to be used for Enterprise Zone Administrative activities, attached hereto as Exhibit A, is hereby accepted.

Introduced, read in full, and passed on first reading on the 19th day of January, 2016.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 21st day of January, 2016.
Published as a Bill for an Ordinance on the City’s official website beginning on the 20th day of January, 2016.

_______________________________
Joe Jefferson, Mayor

ATTEST:

_______________________________
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 19th day of January, 2016.

_______________________________
Loucrishia A. Ellis
General Description

This purchase order grants funds for local administration of the Enterprise Zone Program in calendar year 2016. Enterprise Zone administrative agencies are designated by the Economic Development Commission. This funding shall be applied to direct administrative costs for the Program including personnel, over-head, and Enterprise Zone marketing materials. A dollar-for-dollar match of the award by the Grantee for Program administration is required.

Definitions

"Enterprise Zone" and "EZ" means the Colorado Enterprise Zone program authorized under C.R.S. 39-30-101 to 112.

"Grantee" is City of Englewood.

"Program" means the Enterprise Zone program defined in 2.B. above.

Obligations

Grantee shall administer the Enterprise Zone Program locally, and may request reimbursement for direct administrative costs including personnel, over-head, and marketing materials.

Administration includes at a minimum:

- Pre-Certifying and Certifying all EZ tax credits using the State's systems and/or forms,
- Acting as the local resource for questions and implementation of the Program,
- Managing any authorized Contribution Projects as allowed by the Statutes, and
- Reporting data to the State as required.

Grantee must expend an equal amount from local funds as the amount requested from OEDIT.
Personnel
Grantee's performance hereunder shall be under the direct supervision of Nancy Fenton, an employee or agent of the Grantee, who is hereby designated as the responsible administrator of this Purchase Order.

Payments and Budget
The Grantee will be reimbursed for actual costs up to a maximum amount of $16,800 which OEDIT agrees to pay for completion of the Obligations outlined herein.

Grantee shall invoice OEDIT via a signed letter stating the total amount spent for Program Administration (half of which will be reimbursed under this Purchase Order. Grantee shall attach an accounting report to the letter identifying the direct Program administrative costs.

Grantee may submit invoices as frequently as quarterly; for expenses incurred during the calendar quarter, within 60 days following the quarter end-date. Otherwise, invoices may cover any combination of quarters in the calendar year, but must be submitted at least annually by 2/28/2017 for expenses incurred in calendar year 2016.

Grantee expenditures for Program administration from 1/1/2016 may be used to fulfill the required match for the award. Expenditures made following the date of the Purchase Order may be reimbursed by the State. The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions.

Remedies
Should the Obligations outlined in 3. above not be fulfilled in full, OEDIT may withhold payment in full or in part as determined by OEDIT.

Administrative Requirements - Accounting
Payee shall maintain properly segregated books to identify the work associated with this purchase order. All receipts and expenditures associated with the work shall be documented in a detailed and specific manner. Payee shall make and maintain accounting and financial books and records documenting its performance hereunder in a form consistent with good accounting practices.

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS FOR THE STATE OF COLORADO

TOTAL $ 16,800.00

Authorized Signature Date: 12/4/15
COUNCIL COMMUNICATION

Meeting Date: January 19, 2016
Agenda Item: 9aii
Subject: Colorado Metropolitan Auto Theft Task Force Intergovernmental Agreement

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

PREVIOUS COUNCIL ACTION

City Council previously passed an ordinance in 2014 to allow our participation on the East Metro Auto Theft Team (EMATT).

RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a Bill for an Ordinance on first reading which will authorize the Chief of Police to sign an Intergovernmental Agreement (IGA) with the following agencies: cities of Aurora, Englewood, Lakewood and Wheat Ridge; the City and County of Denver; the offices of the District Attorneys for the First and Second Judicial Districts of Colorado; the Colorado counties of Adams, Arapahoe and Jefferson; and the State of Colorado for the purpose of establishing a Colorado Auto Theft Prevention Authority – Metropolitan Auto Theft Task Force.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In January of 2014, the Police Department assigned an officer to the East Metro Auto Theft Team (EMATT) to help combat auto theft in the Denver Metro area, to include Englewood.

On July 1, 2015, the name changed to the Colorado Auto Theft Prevention Authority – Metro Auto Theft Team (C-MATT) due to a consolidation of three different auto theft task forces: EMATT, Beat Auto Theft Through Law Enforcement (BATTLE) and Metropolitan Auto Theft Task Force (MATT).

This IGA represents the agreement to merge those entities into one task force.

FINANCIAL IMPACT

C-MATT is funded by a grant from the Colorado Auto Theft Prevention Authority (CATPA) which will cover 80% of the salary and benefits and 100% for overtime. The Police Department will be responsible for the remaining 20%. For the second half of the grant period (January 1, 2016 – June 30, 2016), that amount is $9,211.88.

Our portion of the salary and benefits for this position has been budgeted for in 2016 and will be paid from the “Regular Employees Salaries and Wages” account.
LIST OF ATTACHMENTS

Bill for an Ordinance
Intergovernmental Agreement
A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT AMONG THE COLORADO CITIES OF AURORA, ENGLEWOOD, LAKEWOOD AND WHEAT RIDGE; THE CITY AND COUNTY OF DENVER; THE OFFICES OF THE DISTRICT ATTORNEYS FOR THE FIRST AND SECOND JUDICIAL DISTRICTS OF COLORADO; THE COLORADO COUNTIES OF ADAMS, ARAPAHOE AND JEFFERSON; AND THE STATE OF COLORADO TO ESTABLISH A COLORADO AUTO THEFT PREVENTION AUTHORITY-METROPOLITAN AUTO THEFT TASK FORCE.

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Part 2, Article 1, Title 29, Colorado Revised Statutes (C.R.S.), encourage and authorize intergovernmental agreements among government entities to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the City Council of the City of Englewood authorized an Intergovernmental Agreement with the East Metro Auto Theft Team (EMATT) MOU for participating agencies between the Colorado State Patrol, the Counties of Arapahoe and Douglas and the cities of Aurora, Commerce City and Englewood to combat auto thefts and vehicle insurance fraud in the East Metro Area by the passage of Ordinance No. 7, Series of 2014; and

WHEREAS, in July 2015 the name changed to the Colorado Auto Theft Prevention Authority – Metro Auto Theft Team (C-MATT) due to a consolidation of three different auto task forces: EMATT, Beat Auto Theft Through Law Enforcement (BATTLE) and Metropolitan Auto Theft Task Force (MATT); and

WHEREAS, contiguous boundaries between and among the Parties often result in more than one law enforcement agency becoming involved in the investigation of criminal activities; and

WHEREAS, the ability of a Party to respond to criminal activities may be limited by the Party’s personnel and equipment; and

WHEREAS, it is in the best interest of the Parties to maintain uniform equipment, training, policies, procedures and personnel standards pertaining to the investigation of auto theft, fencing of stolen property, operation of chop shops and related offenses so that each may have the service of the other Parties to assist in the identification, investigation and prosecution of individuals and groups involved in the theft of motor vehicles and associated criminal activities; and
WHEREAS, each participating agency agrees that its law enforcement personnel and/or its equipment may be used in conducting overt and covert investigations involving organized or multiple motor vehicles thefts, chop shops and fencing of stolen motor vehicles and/or motor vehicles parts; and

WHEREAS, one Investigator from Englewood Police Department will be assigned to C-MATT to assist in criminal investigations of issues effecting not only Englewood but the entire Denver metropolitan area; and

WHEREAS, the C-MATT is funded through Colorado Auto Theft Prevention Authority (CATPA), no federal funds are used.

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

Section 1. The Intergovernmental Agreement among the Colorado Cities of Aurora, Englewood, Lakewood and Wheat Ridge; the City and County of Denver; the Offices of the District Attorneys for the First and Second Judicial Districts of Colorado; the Colorado Counties of Adams, Arapahoe and Jefferson; and the State of Colorado to Establish a Colorado Auto Theft Prevention Authority - Metropolitan Auto Theft Task Force, attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

Section 2. The Chief of the Englewood Police Department is authorized to execute and attest said Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 19th day of January, 2016.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 21st day of January, 2016.

Published as a Bill for an Ordinance on the City’s official website beginning on the 20th day of January, 2016 for thirty (30) days.

__________________________
Joe Jefferson, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 19th day of January, 2016.
AN INTERGOVERNMENTAL AGREEMENT AMONG THE COLORADO CITIES OF AURORA, ENGLEWOOD, LAKewood AND WHEAT RIDGE; THE CITY AND COUNTY OF DENVER; THE OFFICES OF THE DISTRICT ATTORNEYS FOR THE FIRST AND SECOND JUDICIAL DISTRICTS OF COLORADO; THE COLORADO COUNTIES OF ADAMS, ARAPAHOE AND JEFFERSON; AND THE STATE OF COLORADO TO ESTABLISH A COLORADO AUTO THEFT PREVENTION AUTHORITY-METROPOLITAN AUTO THEFT TASK FORCE

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into this ____ day of __________, 20__ (the "Effective Date"), by and among the Colorado Cities of Aurora, Englewood, Lakewood and Wheat Ridge, the City and County of Denver ("Denver"), the District Attorney Offices for the First Judicial District and Second Judicial District of Colorado, the Colorado Counties of Adams, Arapahoe and Jefferson on and behalf of their Sheriff's Departments (the "Counties"), and the State of Colorado on behalf of the Colorado State Patrol (each, a "Party"; collectively, the "Parties").

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Part 2, Article 1, Title 29, Colorado Revised Statutes ("C.R.S."), encourage and authorize intergovernmental agreements among government entities to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each;

WHEREAS, the Parties are each authorized to lawfully provide, establish, maintain and operate law enforcement and other emergency services;

WHEREAS, contiguous boundaries between and among the Parties often result in more than one law enforcement agency becoming involved in the investigation of criminal activities;

WHEREAS, the ability of a Party to respond to criminal activities may be limited by the Party's personnel and equipment;

WHEREAS, it is in the best interest of the Parties to maintain uniform equipment, training, policies, procedures and personnel standards pertaining to the investigation of auto theft, fencing of stolen property, operation of chop shops and related offenses so that each may have the service of the other Parties to assist in the identification, investigation and prosecution of individuals and groups involved in the theft of motor vehicles and associated criminal activities;

WHEREAS, the Colorado Automobile Theft Prevention Authority ("CATPA") has offered to provide funding for a single auto theft task force for the Denver Metropolitan Area;

WHEREAS, the Parties wish to cooperate in the creation and implementation of a CATPA-Metropolitan Auto Theft Task Force ("C-MATT") for the identification, investigation and prosecution of individuals and groups involved in the theft of motor vehicles, the fencing of stolen property, the operation of chop shops and other associated criminal activities;

WHEREAS, the Parties may, in the future, wish to allow other governmental agencies or entities to join as parties to this Agreement and to allow those other agencies or entities to join C-MATT under the terms and conditions set forth herein or as otherwise agreed upon; and

WHEREAS, the establishment of C-MATT serves a public purpose and will promote the safety, security and general welfare of the inhabitants of the Denver Metropolitan Area.
NOW, THEREFORE, the Parties agree as follows:

1.0  DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following definitions will apply:

Agency of Record shall be the Party that provides the C-MATT Commander and all accounting, financial planning and payment services on behalf of C-MATT, the duties and responsibilities of which are more particularly set forth in Section 8 herein.

Criminal Justice Record(s) has the same meaning as "criminal justice records" as defined in C.R.S. § 24-72-302(4), as may from time to time be amended.

Grant means the funds awarded by CATPA to establish and operate C-MATT and includes the governing documents therefor.

Net Forfeitures means the money available after deducting all applicable expenses associated with the operation of C-MATT, including the division of seized assets with agencies not a Party.

Public Record has the same meaning as defined in the Colorado Open Records Act, C.R.S. §§ 24-72-201, et seq., as may from time to time be amended.

2.0  INTENT

2.1  It is the intention of the Parties to facilitate cooperation among themselves in the identification, investigation and prosecution of individuals and groups in the Denver Metropolitan Area involved in: (i) auto theft; (ii) the fencing of stolen property; (iii) the operation of chop shops; and (iv) other, associated criminal activities, but not to establish a separate legal entity to do so.

2.2  Except as expressly set forth herein, this Agreement shall not authorize any Party to act on behalf of any other Party for any purpose whatsoever.

2.3  This Agreement shall provide only for sharing of in-kind services and costs by the Parties toward the establishment of a common mutual goal: the joint development and operation of C-MATT.

3.0  PERSONNEL

3.1  Commitment of Personnel. Each Party agrees, subject to the limitations herein set forth, to aid and assist the other Parties by causing and permitting its law enforcement personnel and equipment to be used in conducting overt and covert investigations in the jurisdiction of any of the others in events such as the theft of motor vehicles, fencing of stolen property, operation of chop shops and other related offenses or other exceptional instances when covert investigation procedures are needed in the jurisdiction served by one Party which are in the common interest of the law enforcement agency of each Party. It is understood and agreed that each Party shall maintain a level of personnel and equipment necessary to meet its obligations under this Agreement.
3.2 Responsibility for Salary and Benefits of Personnel. Employees of Parties who are assigned to C·MATT ("C·MATT Personnel") shall remain employees of the assigning Party for all purposes and are not considered employees of C·MATT or any other Party. Each Party shall be responsible for the salary, overtime pay, benefits, insurance, including workers' compensation, and all related employee costs of every kind for each C·MATT Employee the Party assigns to C·MATT. Each Party may apply to the Agency of Record for reimbursement of any such costs and receive reimbursement to the extent any such reimbursement is authorized by the Grant.

3.3 Assignment of Personnel. For law enforcement officers to be eligible for assignment to C·MATT, such officers must pass and maintain pertinent and lawful performance standards as required by the Peace Officer Standards and Training Board and those required by the assigning Party.

3.4 Discipline of Personnel.

3.4.1 Disputes among C·MATT Personnel shall be resolved cooperatively among the C·MATT Personnel and their assigned Sergeant(s). If the dispute cannot be resolved cooperatively among the C·MATT Personnel and their assigned Sergeant(s), the dispute shall be elevated to the C·Matt Commander who shall attempt to resolve the dispute in conjunction with the employing Parties' supervisor(s) of the involved C·MATT Personnel. If such elevation fails to resolve the dispute, the dispute shall be elevated to the involved Party's employer(s). In the event the dispute remains unresolved, the Dispute Resolution provisions of Section 16.6 herein shall be implemented.

3.4.2 Any disciplinary action imposed against C·MATT Personnel as a result of his or her involvement or participation in C·MATT shall be the responsibility of the assigning Party.

3.5 Supervision of Personnel. C·MATT Personnel shall be subject to the authority of supervisory and command personnel assigned to C·MATT regardless of which Party assigned the C·MATT Personnel; provided, however, that C·MATT Personnel shall continue to be subject to the laws, regulations, policies and personnel rules of the Party assigning the C·MATT Personnel. The authority of C·MATT supervisory and command personnel is not intended to supersede the regulations, policies, procedures or personnel rules of any Party.

3.6 Provision of Equipment. Each Party is responsible for providing personal equipment required for the execution of law enforcement duties to all of its law enforcement officers assigned to C·MATT ("C·MATT Officers").

4. LAW ENFORCEMENT AUTHORITY

All C·MATT Officers will be deputized, commissioned or authorized to act with full peace officer authority by each of the Counties and by Denver. Each C·MATT Officer shall have the full status and authority otherwise afforded a peace officer, as described in C.R.S. § 16-2.5-101, while acting on-duty within the course and scope of such officer's
5. COMMAND AND SUPERVISION

5.1 C-MATT Commander. The C-MATT Commander is the highest ranking command officer within C-MATT and is responsible for the overall oversight of the operational, administrative and budgetary duties outlined in the Grant directives and agreements.

5.2 Assignment of C-MATT Commander. The initial C-MATT Commander will be a Lakewood Police Department Commander unless and until another Party takes over the duties and responsibilities of the Agency of Record, as set forth in Section 8.1 herein.

5.3 Responsibilities of C-MATT Commander. The C-MATT Commander is responsible for monitoring C-MATT progress, providing the Governing Board a monthly written report of such progress and establishing policies and procedures for the operation of C-MATT.

5.4 Liaison Responsibility of C-MATT Commander. The C-MATT Commander will liaise with the Colorado State Patrol Captain assigned to the statewide task force, the Aurora Police Department Lieutenant and CATPA staff to establish goal-setting benchmarks and coordinate major investigations between the C-MATT and the statewide task force.

5.5 Personnel Assisting C-MATT Commander. The C-MATT Commander will be assisted by a grant manager and an investigative technician assigned by the Agency of Record.

5.6 C-MATT Sergeants. The Parties will assign four (4) Sergeants to C-MATT. The City of Aurora ("Aurora"), the Colorado State Patrol ("CSP"), the City and County of Denver ("Denver") and the City of Lakewood ("Lakewood") will each assign one (1) Sergeant. In the event a Party assigning a Sergeant terminates its participation in this Agreement or desires to remove its Sergeant from such assignment, the C-MATT Governing Board (described below) shall choose a Party, with such Party's approval, to assign a Sergeant to C-MATT.

5.7 Responsibilities of C-MATT Sergeants. The C-MATT Sergeants are responsible for day-to-day tactical and operational abilities of C-MATT. The C-MATT Sergeants will act as the contact persons for the Parties for information regarding suspect information, modus operandi and obtaining assistance in a police operation. The C-MATT Sergeants are responsible for administrative tracking of investigative data needs, investigative case flow and closure, the direct supervision of investigative and administrative support staff, the provision of subordinate guidance and direction, and the implementation of C-MATT Policy and Procedure.
6. GOVERNING BOARD

6.1 Creation of Governing Board. The Parties hereby establish a Governing Board for the purpose of overseeing and directing operational, personnel, equipment, training and administrative matters of concern to C-MATT (the "Board").

6.2 Board Membership. Each Party shall designate its Chief of Police, Sheriff, District Attorney or designees thereof as a Member of the Board (each, a "Member").

6.3 Voting and Quorum. Each Member shall be entitled to one (1) vote on any matter coming before the Board. The attendance of at least a majority of all the Members shall constitute a quorum. Approval of any matter before the Board shall require the affirmative vote of a simple majority of the Members present at any meeting at which there is a quorum, except as otherwise specified in this Agreement.

6.4 Budget. The Board shall oversee the C-MATT budget. Any requests for overtime monies associated with exceptional instances involving overt or covert operations that go beyond the normal scope of investigative techniques, to include, but not limited to, extensive surveillance, wiretaps and grand jury investigations, shall be authorized by the Board prior to the commencement of such operation.

6.5 Performance Evaluation of C-MATT. On an annual basis, the Board will evaluate the performance of C-MATT and assess the need to continue, modify or expand C-MATT.

7.0 FUNDING

C-MATT funding shall be provided by the Grant, and any matching funds required by the Grant will be contributed by the Parties based upon a percentage of each Party's salary contribution to C-MATT as follows:

7.1 The Grant currently funds eighty percent (80%) of the cost (including salaries and benefits), and one hundred percent (100%) of overtime pay, for C-MATT Personnel. Based on the foregoing, each Party shall be responsible for the remaining costs (including salaries and benefits) of C-MATT Personnel each such Party assigns to C-MATT.

7.2 In the event in any year the Grant provides more or less funding for the above, each Party's responsibility for the remaining costs shall increase or decrease accordingly.

7.3 Upon addition of a new Party to C-MATT as provided in Section 12 below, the Board shall request an increase in the Grant to ensure the Grant continues to fund at least eighty percent (80%) of the cost (including salaries and benefits), and one hundred percent (100%) of overtime pay, for all C-MATT Personnel.
8.0 - AGENCY OF RECORD; GENERAL FINANCIAL TERMS AND OBLIGATIONS

8.1 Agency of Record. To ensure consistency, transparency and accountability, one Party will serve as the Agency of Record. Lakewood will act as the initial Agency of Record for C-MATT. The Board may at any time agree to appoint a successor Agency of Record from among the Parties.

8.2 Duties and Responsibilities as Fiscal Agent. The Agency of Record shall serve as the fiscal agent for C-MATT and will work with the C-MATT Commander to establish an annual financial plan for presentation to and approval by the Board and to establish all accounts necessary to facilitate the ongoing operation and administration of C-MATT. The Agency of Record shall be responsible for the payment of all reasonable and necessary C-MATT bills approved by the Board in its annual financial plan and properly funded.

8.2.1 Administrator of Grant. The C-MATT Commander will act as the financial manager of the Grant and of any further grants received from the CATPA grant program. Any disbursement of grant funds to any Party shall be in accordance with the terms of the applicable grant.

8.3 Deposits and Expenditures. All C-MATT funds will be managed by the Agency of Record through its financial management system to allow for separate financial reporting and accurate accountability of all such funds. The C-MATT Commander will have control over a separate fund, which will not exceed $10,000, to be used to support C-MATT undercover operations.

8.3.1 C-MATT Contracts. The Agency of Record, in accordance with its internal purchasing policies, shall enter into such contracts and agreements necessary to procure goods and services required for operation of C-MATT, as approved by the Board in its annual financial plan and properly funded.

8.3.2 Grant Agreements. By approval of this Agreement, Lakewood hereby authorizes its Chief of Police to execute grant agreements necessary for the continuing funding of C-MATT.

8.4 Annual Financial Report. Beginning in 2016, the Agency of Record will deliver an annual financial report to the C-MATT Commander on or before July 1 of each year this Agreement is in effect. This annual financial report will include an accounting of all revenues and contributions, including forfeitures, if any, and all expenses or costs related to the operation and administration of C-MATT.

8.5 Access to Financial Records and Reports. All financial records and reports of the Agency of Record relating to the administration of this Agreement and the operation and administration of C-MATT will be open to inspection at reasonable times by all Parties and the public, including an authorized auditor or representative of a Party. Any Party, including the City and County of Denver Auditor, may access and examine pertinent books, documents, papers and records of the Agency of Record regarding transactions related to this Agreement until the latter of three (3) years after the final payment under this Agreement or the expiration of the applicable statute of limitations, whichever occurs later.
9.0 TERM

The initial term of this Agreement will be for one (1) year commencing on the Effective Date (the "Initial Term"). This Agreement shall automatically renew for subsequent one-year terms (each, a "Renewal Term") unless terminated pursuant to Section 14 below.

10.0 FORFEITURES

10.1 Distribution of Forfeitures Resulting from C-MATT Operations. Net forfeitures resulting from seizures of money and personal or real property resulting from C-MATT operations shall be maintained by C-MATT following established forfeiture guidelines as set forth C.R.S. §§ 16-13-311 to 16-13-315, and the Colorado Contraband Forfeiture Act, C.R.S. §§ 16-13-501, et seq.

10.2 Distribution of Forfeitures Outside of C-MATT Operations. Forfeitures resulting from seizures of money and personal or real property resulting from any individual Party's operations outside of C-MATT operations shall not be considered C-MATT funds, and shall be the sole property of the Party whose operations generated the forfeiture assets.

10.3 Audit of Forfeiture Funds. C-MATT forfeiture funds will be audited on a quarterly basis pursuant to the rules adopted by the Board. The results of the audit will be presented to the Board for review. Members, at their discretion and individual agency expense, may elect to conduct an independent audit of the forfeiture funds.

10.4 Transfer of Forfeiture Funds. No forfeiture funds will be transferred to C-MATT for operational expenditures without the approval of the C-MATT Commander and the Board.

11.0 C-MATT RECORDS

11.1 Colorado Open Records Act. The Agency of Record will be the official custodian of C-MATT records that are subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, et seq. ("CORA"), and may release such records in compliance with the provisions of CORA.

11.2 Colorado Criminal Justice Records Act:

11.2.1 The Agency of Record shall be the repository for law enforcement investigative reports generated in furtherance of C-MATT's objectives. Such reports shall constitute Criminal Justice Records.

11.2.2 The official custodian for records that are subject to the Colorado Criminal Justice Records Act, C.R.S. §§ 24-72-301, et seq. (the "CCJRA"), shall be the Party that generated the record. Each Party may release any C-MATT Criminal Justice Records that are the records of that Party.

11.2.2.1 In the event the requestor of records is unwilling to contact the official custodian, as identified hereunder, the Fiscal Agent shall immediately notify the Party/ies whose records are being
requested, and such Party/ies shall provide to the requestor written justification for withholding such records, in compliance with the CCRJA.

11.2.2.2 In the event the Agency of Record is served with a Subpoena Duces Tecum or a court order relating to a Party's records, the Agency of Record shall immediately notify such Party, and such Party shall be responsible for responding to the Subpoena Duces Tecum or court order.

11.2.3 If a Party other than the Agency of Record receives a request or demand from a third party for records or information of one or more of the other Parties pertaining to this Agreement, the Party receiving the request shall immediately notify such other Party/ies.

11.3 Discovery Requests. The Agency of Record shall manage discovery requests from prosecuting authorities.

11.4 No Abrogation. Nothing in this Section 11 shall be construed to modify or abrogate any obligations imposed pursuant to CORA or the CCJRA.

12.0 ADDITION OF NEW PARTIES

12.1 Eligibility. Governmental entities that provide law enforcement services and have a contiguous boundary to any Party are eligible to become a Party (each, an "Eligible Entity").

12.2 Process.

12.2.1 An Eligible Entity may become a Party upon the affirmative vote of a majority of all the Members (each, a "New Party"). The Board may impose upon an Eligible Entity such terms and conditions deemed reasonable and necessary for such approval.

12.2.2 Each New Party must sign a separate signature page to this Agreement, and any amendments thereto, which states that the New Party agrees to all the terms and conditions of membership in C-MATT.

13.0 BOOKING OF EVIDENCE

All evidence and property seized as a result of a C-MATT operation shall be seized identified, preserved, booked and stored by the Party within whose jurisdiction the property was seized pursuant to the policies and procedures currently in effect with the Commission on Accreditation for Law Enforcement Agencies.

14.0 TERMINATION; WINDING UP

14.1 Individual Party Termination. Any Party may terminate its participation in this Agreement by giving written notice to the C-MATT Commander at least thirty (30) days prior to the date of such termination, unless the Board and such Party have
agreed on a different notice period. The C-MATT Commander will advise the Board of any Party's termination.

14.2 **Termination of Agreement by Vote of the Parties.**

14.2.1 **Process.** This Agreement may be terminated by the adoption, by a majority of the governing bodies of all the Parties, of a resolution approving such termination (a "Termination Resolution"). The effective date of termination of this Agreement and of C-MATT shall be thirty (30) days after the date of the last Termination Resolution adopted.

14.2.2 **Winding-up.** In the event of termination of this Agreement by the Parties, each Party will use its best continuing efforts to wind-up in a timely manner its obligations pursuant to this Agreement. Upon termination of C-MATT, any funds remaining after payment of all C-MATT debts and obligations shall be distributed in accordance with the then-current CATPA Grant Agreement.

14.3 **Final Report.** Within ninety (90) days after the termination of this Agreement or the end of the last Renewal Term of this Agreement, the Agency of Record will issue a final financial report accounting for any disbursements or distributions made to any of the Parties and the disposition of C-MATT assets, if any.

15.0 **INSURANCE**

Each Party agrees to either self-insure or maintain during the Initial Term and any Renewal Term general liability insurance, automobile liability insurance, crime insurance or fidelity bond, and workers' compensation insurance as to its own employees, all in such coverage amounts as deemed reasonable by each Party.

15.1 **Evidence of Insurance.** Upon execution of this Agreement, each Party will provide evidence of its self-insurance or Insurance coverages to the other Parties. The Parties will ensure that evidence of self-insurance or certificates of insurance are issued automatically on the anniversary of the Effective Date throughout the Initial Term and any Renewal Terms.

15.2 **Requirements.** The minimum insurance coverage amounts required hereunder for General Liability and Automobile Insurance, unless the Party is self-insured, shall be not less than $1,000,000, with an annual aggregate limit of not less than $2,000,000.

16.0 **GENERAL PROVISIONS**

16.1 **Authority.** The Parties each represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

16.2 **Assignment.** No Party shall assign this Agreement.

16.3 **Captions: Construction and Interpretation.** The section headings and other captions contained in this Agreement are for convenience and reference
purposes only, are not part of the understanding of the Parties and will not in any way affect the meaning or interpretation of this Agreement.

16.4 **Claims or Suits.** The Parties agree that in the event any claim or suit is brought against any Party by any third party as a result of the operation of this Agreement, the Parties will cooperate with one another and with the insuring entities of all Parties in defending such claim or suit.

16.5 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same instrument. The signature page of any Party to any counterpart will be deemed a signature, and may be appended, to any other counterpart.

16.6 **Dispute Resolution.** The Board is authorized to resolve any issues or disputes among the Parties. In the event of a dispute among the Parties that cannot be resolved by the Board, the Parties shall submit the dispute to mediation by a mutually agreed upon mediation services provider. Should mediation occur, the costs of any mediation shall be shared equally by the Parties to the mediation. Participation in mediation is mandatory before any civil action arising from or relating to this Agreement is filed by any Party.

16.7 **Electronic Disposition and Signatures.** The Parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing. The Parties further consent to the use of electronic signatures; provided, however, that no Party shall be obligated to use electronic signatures. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by any Party in the manner specified by such Party. The Parties agree not to deny the legal effect or enforceability of this Agreement or object to the admissibility of this Agreement solely because one or more Parties signed this Agreement or any related document electronically.

16.8 **Entire Agreement.** This Agreement represents the entire agreement between the Parties, and there are no oral or collateral agreements or understandings. This Agreement supersedes all prior negotiations and understandings of the Parties.

16.9 **Force Majeure.** Any delays in, or failure of performance by, any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials or other causes, similar or dissimilar, that are beyond the control of such Party.

16.10 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement will be in the District Court of the jurisdiction of the Party defending such cause of action, in accordance with the applicable rules of procedure.
16.11 Liability: Governmental Immunity.

16.11.1 Intentional acts or omissions. Each Party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents and volunteers.

16.11.2 Governmental Immunity Act. The Parties understand and agree each Party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. The provision of services under this Agreement is for the benefit of the Parties. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement.

16.12 Independent Agencies. The Parties enter this Agreement as separate, independent government agencies and shall maintain such status throughout the Initial Term and all Renewal Terms.

16.13 Necessary Personnel, Equipment and Facilities. Each Party will maintain a level of personnel, equipment and facilities necessary to meet its obligations under this Agreement. Nothing in this Agreement requires any Party to directly fund the activities of any other Party. Employees and volunteers of each Party shall remain the employees and volunteers of that Party.

16.14 No Third-Party Beneficiaries. Nothing in this Agreement will be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the enforcement of this Agreement's terms in any entity or person not a Party, including any Members, employees, officers, agents or volunteers of any person or entity with whom the Agency of Record contracts.

16.15 Non-Appropriation. Financial obligations of the Parties, if any, after the current year, are contingent upon funds being appropriated, planned and otherwise made available by the governing bodies of the Parties. The Parties' obligations under the Agreement shall be from year-to-year only and shall not constitute a multiple-fiscal-year direct or indirect debt or other financial obligation of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution. Notwithstanding anything to the contrary herein, the Parties understand and agree that any payment obligation of the City and County of Denver pursuant to this Agreement, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Parties acknowledge that the City and County of Denver does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years.

16.16 Notices. Any notice required or permitted by this Agreement shall be in writing and given by certified mail or registered mail, postage and fees prepaid, to the Party to whom such notice is to be given at the address set forth on that Party's
signature page below or at such other address as such Party shall have given by
written notice to the other Parties pursuant to this paragraph.

16.17 Severability. If any provision of this Agreement is held invalid or unenforceable
as to any Party or person by a court of competent jurisdiction, no other provision
will be affected by such holding, and all of the remaining provisions of this
Agreement will continue in full force and effect.

16.18 Waiver of Breach. A Party's waiver of another Party's breach of any term or
provision of this Agreement will not operate or be construed as a waiver of any
subsequent breach by any Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
COUNCIL COMMUNICATION

DATE: January 19, 2016
AGENDA ITEM: 9bi
SUBJECT: Ordinance approving The Foundry Site Development Plan of the Sand Creek Planned Unit Development

INITIATED BY: Community Development

STAFF SOURCE: Audra L. Kirk, Planner II

PREVIOUS COUNCIL ACTION
Council approved the Sand Creek Planned Unit Development (PUD) District on February 4, 2013. The approval required that before any residential development, a Site Development Plan would need approval from the Planning and Zoning Commission and City Council. The Planning and Zoning Commission unanimously approved the Site Plan on November 6, 2015. Council approved The Site Plan on first reading on December 21, 2015, and scheduled a Public Hearing for January 4, 2016. Council held a public hearing on January 4, 2016 and scheduled January 19, 2016 for the second reading.

RECOMMENDED ACTION
Staff recommends that Council approve Council Bill No. 64, approving The Foundry Site Development Plan of the Sand Creek Planned Unit Development on second reading.

BACKGROUND
The Sand Creek PUD parcel is 10.55 acres and was formerly occupied by the General Iron Works (GIW). The Regional Transportation District (RTD) acquired the northern portion of the GIW parcel for its Elati maintenance facility in 2002. Sand Creek Investors, LLC, acquired the southern portion of the GIW parcel in 2010. These parcels have been zoned industrial since zoning was first adopted in 1940 (The General Iron Works Foundry actually preceded the City's zoning of the site.)

A PUD establishes specific zoning and site planning criteria to meet the needs of a specific development proposal that may or may not be accommodated within existing zoning development regulations. A PUD rezoning provides the opportunity for unified development control for multiple properties or multiple uses and is composed to two major elements; a District Plan and a Site Development Plan. The District Plan provides the regulatory framework within which development may occur and the Site Development Plan provides for the spatial distribution of land uses within the proposed development. The PUD rezoning does not take effect until all of the information required for become effective upon review and approved of the District Plan and Site Plan by both the Planning and Zoning Commission and City Council.

The PUD Site Development Plan may include a statement of architectural intent; design standards necessary to achieve the architectural intent; location of major transportation and circulation systems; parking standards; landscaping requirements; common elements and other details required to demonstrate that the development will meet or exceed the standards set forth on the District Plan and the qualities of development otherwise required by City standards in the base zone district.

The Sand Creek PUD District Plan incorporated the original underlying I-2 General Industrial District permitted uses with the potential addition of residential uses. It further stipulated approval for industrial,
office or retail uses, whereas, residential development must have site development plan review and approval by the Planning and Zoning Commission and City Council.

With the prior approval of the District Plan of the Sand Creek PUD, the final step is the review and approval of The Foundry Site Development Plan, which includes:

1. Multi-family development
   a. Maximum building height of 46' (the District Plan maximum height is 75')
   b. Setbacks of 10' (the District Plan minimum setback is 5').
   c. Residential Density of 32.8 dwelling units per acre (the District Plan maximum residential density is 45 dwelling units per acre.)

2. Landscaping: 41% of the Foundry Apartments site is dedicated to landscaping. By comparison, the UDC requires 25% landscaping for multi-family residential developments.

3. Parking: Parking guidelines in the District Plan are to be prepared based on the proposed development use and contained in the final site plan. The developer's parking plan for the project is based on the proximity of public transit, bus and light rail. The Foundry Apartments Site Development Plan provides 92 parking spaces, including 4 handicapped parking spaces, 2 loading spaces. In addition, the plan provides for 35 interior and 16 exterior bike parking spaces.

4. Public Land Dedication: The park fee in-lieu fee for the Foundry Apartments development is $27,025.

5. Architectural Standards: The proposed Foundry Site Plan meets all architectural standards stipulated in the approved Sand Creek PUD.

FINANCIAL IMPACT
The Foundry Site Development Plan of the Sand Creek PUD will generate building permit, use tax and park fee in lieu revenue as well as new property tax.

LIST OF ATTACHMENTS
The Foundry Site Plan of the Sand Creek PUD
Neighborhood Meeting Minutes
Planning and Zoning Commission Staff Report
Planning and Zoning Commission Minutes
Planning and Zoning Commission Findings of Fact
Bill for Ordinance
BY AUTHORITY

ORDINANCE NO. ____   COUNCIL BILL NO. 64
SERIES OF 2015/2016   INTRODUCED BY COUNCIL
                        MEMBER GILLIT

AN ORDINANCE APPROVING THE FOUNDRY SITE PLAN OF THE SAND CREEK
PLANNED UNIT DEVELOPMENT (PUD) LOCATED THE SOUTH EAST PORTION OF THE
SAND CREEK PUD IN THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City Council of the City of Englewood approved the Sand Creek Planned Unit
Development (PUD) District Plan by the passage of Ordinance No. 5, Series 2013; and

WHEREAS, the Sand Creek Planned Unit Development (PUD) District approval required that
before any residential development was to take place, a site plan for the residential development
would need approval from Englewood Planning and Zoning Commission and the Englewood City
Council; and

WHEREAS, the Sand Creek parcel is a 10.55 acre site formerly occupied by General Iron
Works (GIW) for many years, and is zoned Industrial (I-1 and I-2) since the 1st zoning was put in
place in 1940; and

WHEREAS, RTD acquired a portion of the GIW parcel for its maintenance facility in 2002; and

WHEREAS, Sand Creek acquired its ownership in the GIW parcel in 2010; and

WHEREAS, the Sand Creek PUD District Plan incorporated the Permitted Principal Uses of the
original underlying I-2 General Industrial District with the addition of residential uses; and

WHEREAS, the Sand Creek PUD District Plan further stipulated that site plan approval for
industrial, office or retail uses be handled administratively, whereas, residential development must
have the site plan reviewed and approved by the Englewood Planning and Zoning Commission and
City Council; and

WHEREAS, the SW Development Group, LLC submitted an application for
the Foundry Site Plan of the Sand Creek PUD for the development of a 2.13 acre parcel located on
the South East portion of the Sand Creek PUD for the development of a Multi-family development
consisting of 70 units; and

WHEREAS, the Englewood Planning and Zoning Commission held a Public Hearing on
November 3, 2015; and

WHEREAS, the Planning and Zoning Commission recommended approval of the Foundry Site
Plan of the Sand Creek PUD for the development of a 2.13 acre parcel located on the South East
portion of the Sand Creek PUD consisting of 70 units of a Multi-family development.

1
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The Foundry Site Plan of the Sand Creek Planned Unit Development (PUD) located at the South East portion of the Sand Creek PUD in the City of Englewood, Colorado, attached hereto as Exhibit A, is hereby approved.

Introduced, read in full, and passed on first reading on the 21st day of December, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 24th day of December, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 23rd day of December, 2015 for thirty (30) days.

A Public Hearing was held on January 4, 2016.

Read by title and passed on final reading on the 19th day of January, 2016.

Published by title in the City’s official newspaper as Ordinance No. ___, Series of 2015/2016, on the 21st day of January, 2016.

Published by title on the City’s official website beginning on the 20th day of January, 2016 for thirty (30) days.

___________________________________
Joe Jefferson, 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 2015/2016.

___________________________________
Loucrishia A. Ellis
THE FOUNDRY APARTMENTS
PUD SITE PLAN
A PORTION OF LOT 1, GENERAL IRON WORKS SUBDIVISION
TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,
CITY OF ENGLEWOOD, ARAPAHOE COUNTY, STATE OF COLORADO

VICINITY MAP

SITE

NOTE: CODE CHANGES OCCURRING AFTER THE APPROVAL OF THE PUD SITE PLAN WILL NOT REQUIRE AN AMENDMENT TO THE PUD SITE PLAN
THE FOUNDRY APARTMENTS
PUD SITE PLAN
A PORTION OF LOT 1, GENERAL IRON WORKS SUBDIVISION
TOWNSHIP 4 SOUTH, RANGE 55 WEST OF THE 10TH PM.
CITY OF ENGLEWOOD, ARAPAHOE COUNTY, STATE OF COLORADO

SAND CREEK PLANNED UNIT DEVELOPMENT
A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 14,
THE S.E.W. OF THE 3RD PM.
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO

PUD PLAN / ARCHITECTURAL ISSUES & DETAILS

THE FOUNDRY APARTMENTS
PUD SITE PLAN
SOUTHWEST DEVELOPMENT GROUP

THE FOUNDRY APARTMENTS
PUD SITE PLAN
THE FOUNDRY APARTMENTS
3 OF 9
LEGAL DESCRIPTION: PER TITLl WORK ABC70416365·4

SUBJECT PROPERTY LAND DESCRIPTION

LEGAL NOTICE:

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ALTA/ACSM LAND TITLE SURVEY
A PORTION OF LOT 1, GENERAL IRON WORKS SUBDIVISION
LOCATED IN THE NORTHWEST 5% OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 56 WEST OF THE 6TH P.M.,
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO
601 WEST BATES AVENUE

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TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,

CITY OF ENGLEWOOD, ARAPAHOE COUNTY, STATE OF COLORADO

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**LEGEND**

- CONCRETE WALL
- LANDSCAPE Boulders
- Bridge
- DMC Boulders
- Boulder Seat Wall
- DECKS
- DRIVEWAY
- DRY STREAM BED
- COUNTRY ROAD
- WATER QUALITY MINUS GROUNDCOVERS
- LAMP
- PLANTING BEDS & SHRUBS & ASSOCIATED MATERIALS
- ASSOCIATED MATERIALS
- ASSOCIATED PLANT MATERIALS & SHRUBS & ASSOCIATED MATERIALS

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**LANDSCAPE DATA CHART**

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**OVERALL REQUIRED LANDSCAPE CALCULATIONS**

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<td>TOTAL LANDSCAPE MATERIAL</td>
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**LANDSCAPE NOTES**

1. **EXACT DESIGN INCLUDING LOCATIONS OF TREES, SHRUBS, PLANTING BEDS, ETC. WILL BE DETERMINED AT TIME OF FINAL DESIGN.**
2. **LANDSCAPE PLANS ARE FOR GUIDELINE ONLY AND PLANTS MAY BE PLACED ANYWHERE WITHIN THE SITE ENCLOSED.**
3. **PLANTS SHALL BE SELECTED THAT ARE WELL ADAPTED TO COLORADO'S CLIMATE FOLLOWING THE CITY OF ENGLEWOOD LANDSCAPE MANUAL'S RECOMMENDATIONS.**
4. **PLANTS LOCATED IN THE STREET BUFFER SHALL BE SPACED A MINIMUM OF 30' TO EACH OTHER.**

---

**THE FOUNDRY APARTMENTS**

*PUD SITE PLAN*

8 OF 9
COUNCIL COMMUNICATION

<table>
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<tr>
<th>Meeting Date:</th>
<th>Agenda Item:</th>
<th>Subject:</th>
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<td>January 19, 2016</td>
<td>9bii</td>
<td>U.S. Department of Justice – Drug Enforcement Administration (DEA) – Task Force Agreement – 2nd Reading</td>
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Initiated By: Police Department  
Staff Source: Deputy Chief Jeff Sanchez

PREVIOUS COUNCIL ACTION

City Council previously approved our participation in the Drug Enforcement Administration (DEA) Task Force approximately ten years ago.

RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a Bill for an Ordinance, on second reading, which will authorize the Chief of Police to sign an Intergovernmental Agreement (IGA) with the U.S. Department of Justice, Drug Enforcement Administration (DEA) to allow the Police Department to assign an investigator to the Denver Field Division for the purpose of investigating trafficking in narcotics and dangerous drugs in the Denver metropolitan area.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Over the past few years, the City of Englewood has seen a rise in drug use in our community, specifically methamphetamine and heroin. We have also noticed an increase in the number of people being arrested for other crimes (i.e. shoplifting) that are also in possession of dangerous drugs.

To combat this problem, we currently have two officers assigned to the Arapahoe County Impact Team for the specific purpose of addressing street-level drug trafficking. We feel that our efforts would be enhanced by reassigning one of these officers to the DEA Task Force which investigates drug trafficking on a larger scale in the Denver metro area.

FINANCIAL IMPACT

The Police Department will pay the salary and benefits for this position. No additional FTE will be needed since this will be done via an internal transfer of existing personnel.

Due to our participation, the Department will receive forfeiture proceeds on a case-by-case basis.
LIST OF ATTACHMENTS

Bill for an Ordinance
Cooperative State and Local Agreement
BY AUTHORITY

ORDINANCE NO. ___
SERIES OF 2016

COUNCIL BILL NO. 1
INTRODUCED BY COUNCIL MEMBER GILLIT

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ENTITLED “COOPERATIVE STATE AND LOCAL AGREEMENT” BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION AND THE CITY OF ENGLEWOOD.

WHEREAS, there is a US Department of Justice – Drug Enforcement Administration (DEA) Task Force charged with investigating trafficking in narcotics and dangerous drugs in the Denver Metropolitan area; and

WHEREAS, in the past few years the City of Englewood has seen a rise in drug use in the community, specifically methamphetamine and heroin; and

WHEREAS, there has been an increase in the number of people being arrested for other crimes that are also in possession of dangerous drugs; and

WHEREAS, there is evidence that trafficking in narcotics and dangerous drugs exists in the Denver metropolitan area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of State of Colorado and the City of Englewood; and

WHEREAS, currently the City of Englewood has two officers assigned to the Arapahoe County Impact Team for the specific purpose of addressing street-level drug trafficking; and

WHEREAS, one of the officers currently on the Arapahoe County Impact Team will be reassigned to the DEA Task Force to investigate drug trafficking on a larger scale in the Denver metro area.

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

Section 1. The Intergovernmental Agreement between the U. S. Department of Justice, Drug Enforcement Administration (DEA) Task Force and the City of Englewood, attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

Section 2. The Chief of the Englewood Police Department is authorized to execute and attest said Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 4th day of January, 2016.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 7th day of January, 2016.
Published as a Bill for an Ordinance on the City’s official website beginning on the 6th day of January, 2016 for thirty (30) days.

Read by title and passed on final reading on the 19th day of January, 2016.

Published by title in the City’s official newspaper as Ordinance No. ___, Series of 2016, on the 21st day of January, 2016.

Published by title on the City’s official website beginning on the 20th day of January, 2016 for thirty (30) days.

Joe Jefferson, 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 2016.

Loucrishia A. Ellis
COOPERATIVE STATE AND LOCAL AGREEMENT

This agreement is made this 5th day of December, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Englewood Police Department (hereinafter "EPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Denver metropolitan area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Colorado, the parties hereto agree to the following:

1. The Cheyenne RO (position detailed to Enforcement Group 1) will perform the activities and duties described below:
   a. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;
   b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
   c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Cheyenne RO (position detailed to Enforcement Group 1)'s activities will result in effective prosecution before the courts of the United States and the State of Colorado.

2. To accomplish the objectives of the Cheyenne RO (position detailed to Enforcement Group 1), the EPD agrees to detail one (1) experienced officer(s) to the Cheyenne RO (position detailed to Enforcement Group 1) for a period of not less than two years. During this period of assignment, the EPD officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Cheyenne RO (position detailed to Enforcement Group 1).

3. The EPD officer(s) assigned to the Cheyenne RO (position detailed to Enforcement Group 1) shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Cheyenne RO (position detailed to Enforcement Group 1).

4. The EPD officer(s) assigned to the Cheyenne RO (position detailed to Enforcement Group 1) shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the Cheyenne RO (position detailed to Enforcement Group 1), DEA will assign seven (7) Special Agents to the Cheyenne RO (position detailed to Enforcement Group 1). DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officer(s) assigned to the Cheyenne RO (position detailed to Enforcement Group 1). This support will include: office space, office supplies, travel funds,
funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. The EPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

7. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2016. This agreement may be terminated by either party on thirty days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by EPD during the term of this agreement.

For the Drug Enforcement Administration:

__________________________________________  Date: ______________________
Barbra M. Roach
Special Agent in Charge

For the Englewood Police Department:

__________________________________________  Date: ______________________
John Collins
Chief
COUNCIL COMMUNICATION

Date: January 19, 2016
Agenda Item: 9ci
Subject: Police partial portable radio replacement

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

PREVIOUS COUNCIL ACTION

In 2014 and 2015 City Council approved the replacement of outdated radio equipment for police officers by taking advantage of reimbursement funding available through the Arapahoe County E911 Authority. The Police Department would like to again use E911 funding to purchase 20 portable radios and 1 mobile radio to replace outdated equipment.

This action supports the ongoing project to replace outdated equipment by providing police officers with state-of-the-art, quality communications equipment.

RECOMMENDED ACTION

The Police Department Recommends that City Council approve a resolution approving the purchase of twenty (20) portable radios and one (1) mobile radio from Motorola and will be reimbursed by the Arapahoe E911 Authority.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Arapahoe County E911 Authority Board provides reimbursement funding for approved equipment which is directly related to the delivery of 911 service. The Authority Board has recently added radio equipment to the list of equipment available for reimbursement.

Motorola is currently the sole source provider for radio equipment used by the City of Englewood. Motorola equipment is compatible with the State Digital Trunked Radio System (DTRS) which is used by agencies in Arapahoe County. The City of Englewood recently upgraded the console radios in the dispatch center with Motorola equipment which was funded E911 with reimbursement funds.

The Arapahoe County E911 Board requires the City of Englewood make the "upfront" purchase and request reimbursement. The cost of 20 portable radios, 1 mobile radio, and associated accessory equipment is quoted at $80,429.10. The Arapahoe County E911 Board approved the reimbursement of this expenditure at the January 14, 2016 meeting.

LIST OF ATTACHMENTS

Resolution
RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION AWARDING A SOLE SOURCE CONTRACT FOR THE PURCHASE OF TWENTY POLICE PORTABLE RADIOS TO MOTOROLA SOLUTIONS.

WHEREAS, Section 116(b) of the Englewood Home Rule Charter and Section 4-1-3-1 of the Englewood Municipal Code 2000, allow contracts for public works or improvements to be negotiated, provided that contracts for which no competitive bids have been requested to be approved by resolution declaring the reason for the exception to the competitive bidding requirement; and

WHEREAS, in 2014 and 2015 the Englewood City Council approved the replacement of portable radio equipment by taking advantage of reimbursement funding available through the Arapahoe County E911 Authority; and

WHEREAS, the Englewood Police Department would like to use E911 funding again to purchase 20 portable radios and 1 mobile radio to replace outdated equipment; and

WHEREAS, Motorola is currently the sole source provider for radio equipment used by the City of Englewood which is compatible with the State Digital Trunked Radio System (DTRS) which is used by agencies in Arapahoe County; and

WHEREAS, the Arapahoe County E911 Board requires the City of Englewood make the “upfront” purchase and request reimbursement; and

WHEREAS, the funds for the upfront purchase would come from 2016 Police Budget; and

WHEREAS, the cost of 20 portable radios, 1 mobile radio, and associated accessory equipment was quoted at $88,429.10.

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

Section 1. The Englewood City Council hereby authorizes the negotiated contract from Motorola Solutions for the purchase of Englewood Police Department twenty portable radios, 1 mobile radio, and associated accessory equipment, in lieu of the competitive bid process as allowed by Section 116(b) of the Englewood Home Rule Charter in the amount of $80,429.10, attached hereto as Exhibit A.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST:

__________________________
Joe Jefferson, 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 2016.

Loucrishia A. Ellis, City Clerk
**Quote Number:** QU0000345391  
**Effective:** 01 JAN 2016  
**Effective To:** 21 MAR 2016

**Bill-To:**  
ENGLWOOD POLICE DEPARTMENT, CITY OF  
1000 ENGLEWOOD PKWY  
ENGLEWOOD, CO 80110  
United States

**Ultimate Destination:**  
ENGLWOOD POLICE DEPARTMENT, CITY OF  
3615 S ELATI ST  
ENGLEWOOD, CO 80110  
United States

**Attention:**  
Name: Tim Englert  
Email: tenglert@englewoodgov.org

**Sales Contact:**  
Name: Clint Goldenstein  
Email: clint.goldenstein@wiradcom.com  
Phone: 9703309415

**Contract Number:** WS\(^{CA}\) STANDARD

**Freight terms:** FOB Destination

**Payment terms:** Net 30 Due

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**Total Quote in USD**  
$80,429.10

* This quote contains items with approved price exceptions applied against it
PO issued to Motorola Solutions Inc. must:

- Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted.
- Have a PO Number/Contract Number & Date
- Identify "Motorola Solutions Inc." as the Vendor
- Have Payment Terms or Contract Number
- Be issued in the Legal Entity's Name
- Include a Bill-To Address with a Contact Name and Phone Number
- Include a Ship-To Address with a Contact Name and Phone Number
- Include an Ultimate Address (only if different than the Ship-To)
- Be Greater than or Equal to the Value of the Order
- Be in a Non-Editable Format
- Identify Tax Exemption Status (where applicable)
- Include a Signature (as Required)
COUNCIL COMMUNICATION

Date: January 19, 2016
Agenda Item: 11ai
Subject: Bill for ordinance authorizing an intergovernmental agreement for Arapahoe County Open Space grant award for the construction of RiverRun Trailhead Phase II

Initiated By:
Department of Parks, Recreation and Library

Staff Source:
Dorothy Hargrove, Parks, Recreation and Library Director
Joe Sack, Recreation Services Manager

PREVIOUS COUNCIL ACTION
The development of parks and access to open space supports the City's mission to promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity.

Previous 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 II.
- 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.
- 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 that City Council adopt a bill for an ordinance authorizing an intergovernmental agreement between the City of Englewood and Arapahoe County for the ACOS Grant award to construct the RiverRun Trailhead Phase II.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED
Council authorized the application and acceptance of the Riverside Park planning grant in 2011. In 2014 Council authorized an Intergovernmental agreement with Urban Drainage and Flood Control District to complete the design of the site. Urban Drainage Flood Control District (UDFCD) is managing the river corridor project in partnership with City of Englewood, City of Sheridan, South Suburban Parks and Recreation District, Colorado Water Conservation Board and Arapahoe County Open Space (ACOS) as part of the South Platte Working Group. The South Platte Working Group members agreed that the river downstream of Oxford Avenue provided recreational and economic benefits for the entire region and this area was identified as RiverRun Trailhead. On August 3, 2015, Council adopted and approved a resolution authorizing the ACOS grant application for the construction of the River Run Trailhead Phase II.

The RiverRun Trailhead is a construction project along the South Platte River and Oxford Avenue. The Trailhead is destined to become a major focal point for bikers using the Mary Carter Greenway Trail as well as
river enthusiasts enjoying kayaking, fishing and swimming. The Trailhead amenities will include a large park pavilion, playground, restroom facilities, ADA access to the South Platte River and regional trail access.

The RiverRun Trailhead will be completed in multiple phases. Phase II key elements include: utilities and infrastructure to finish site preparation, warm tone concrete access paths, concrete plaza and pavilion flooring, covered picnic pavilion and tables for 200-250 users, trash enclosure for the shelter, restroom facilities, native seeding and trees, irrigation, electrical and lighting for pavilion, pathways and parking areas.

This work is to be completed following and in conjunction with Phase I (currently funded and construction started November 2015). Phase I includes site preparation, removal of existing debris, erosion and sediment control, construction surveying, earthwork and storm water facilities.

FINANCIAL IMPACT
The Arapahoe County Open Space grant award is for $500,000 in grant funds with a required City cash match of $225,000. Matching funds have been budgeted in the approved 2015 Open Space Fund.

LIST OF ATTACHMENTS
Proposed Bill for an Ordinance
Intergovernmental Agreement
A BILL FOR

BY AUTHORITY

ORDINANCE NO. SERIES OF 2016
COUNCIL BILL NO. 4
INTRODUCED BY COUNCIL MEMBER

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ACCEPTING A 2015 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS PROJECT NAME: RIVERRUN TRAILHEAD PHASE II, BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO.

WHEREAS, the Englewood City Council authorized the application and acceptance of the Riverside Park planning grant in 2011, and in 2014 City Council authorized an Intergovernmental agreement with Urban Drainage and Flood Control District to complete the design of the site; and

WHEREAS, Urban Drainage Flood Control District (UDFCD) is managing the river corridor project in partnership with the City of Englewood, City of Sheridan, South Suburban Parks and Recreation District, Colorado Water Conservation Board and Arapahoe County Open Space as part of the South Platte Working Group; and

WHEREAS, the South Platte Working Group members agreed that the river downstream of Oxford Avenue is destined to become a focal point for bikers using the Mary Carter Greenway Trail as well as river enthusiasts enjoying kayaking and fishing; and

WHEREAS, these Trailhead amenities will include a large park pavilion, playground, restroom facilities, and ADA access to the South Platte River and regional trails; and

WHEREAS, the RiverRun Trailhead will be completed in multiple phases. Phase I – Site Preparation will include removal of existing improvements, erosion and sediment control, construction surveying, earthwork and stormwater facilities; and

WHEREAS, Phase II of the RiverRun Trailhead will include the following key elements: utilities and infrastructure to finish site preparation, warm tone concrete access paths, concrete plaza and pavilion flooring, covered picnic pavilion and tables for 200-250 users, trash enclosure for the shelter, restroom facilities, native seeding and trees, irrigation, electrical and lighting for pavilion, pathways and parking areas; and;

WHEREAS, Phase II work is to be completed following and in conjunction with Phase I; and

WHEREAS, the Trailhead will be located on property owned the by the City of Englewood next to the Broken Tee Golf Course which is located in the City of Sheridan; and
WHEREAS, the City Council of the City of Englewood authorized an Intergovernmental Agreement accepting the 2010 Riverside Park Planning grant between Arapahoe County and the City of Englewood by the passage of Ordinance No. 38, Series of 2011; and

WHEREAS, the City Council of the City of Englewood authorized and 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 by the passage of Ordinance No. 50, Series of 2014; and

WHEREAS, the City Council of the City of Englewood supported the City's Arapahoe County Open Space (ACOS) Grant application for RiverRun Trailhead Phase I by passage of Resolution No. 6, Series 2015; and

WHEREAS, the City of Englewood was awarded the 2015 Grant of Arapahoe County Open Space Program Finds Project Name: RiverRun Trailhead Phase II in an amount not to exceed $500,000; and

WHEREAS, the passage of this Ordinance authorizes the City of Englewood to accept the Arapahoe County Open Space Grant for the construction of the RiverRun Trailhead Phase II; and

WHEREAS, there are no federal funds being used for this grant for RiverRun Trailhead Phase II.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the Arapahoe County Open Space 2015 Grant for RiverRun Trailhead Phase II, attached hereto as Exhibit 1.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the Intergovernmental Agreement accepting a 2015 Grant of Arapahoe County Open Space Program Funds Project Name: RiverRun Trailhead Phase II, on behalf of the City of Englewood, Colorado.

Section 3. No federal funds are being used for this grant for RiverRun Trailhead Phase II.

Introduced, read in full, and passed on first reading on the 19th day of January, 2016.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 21st day of January, 2016.
Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of January, 2016 for thirty (30) days.

______________________________
Joe Jefferson, Mayor

ATTEST:

______________________________
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 19th day of January, 2016.

______________________________
Loucrishia A. Ellis
INTERGOVERNMENTAL AGREEMENT REGARDING
2015 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: RIVERRUN TRAILHEAD PHASE II

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

WHEREAS, on November 4, 2003, and on November 1, 2011, the voters of Arapahoe County approved a county-wide sales and use tax to be deposited in the Arapahoe County Open Space Fund and used for specified open space purposes as set forth in County Resolution No. 030381, as amended by Resolution No. 110637 (Open Space Resolution); and

WHEREAS, the Open Space Resolution authorizes the County to award discretionary grants from its Open Space Fund to municipalities and special districts, as more fully set forth therein; and

WHEREAS, on December 8, 2015 the County approved the Grantee’s Grant Proposal for the RiverRun Trailhead Phase II Project ("Grant Project"), which is attached hereto and incorporated by reference herein as Exhibit A, subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein; and

WHEREAS, this intergovernmental agreement is authorized by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203.

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

1. **Amount of Grant.** The County hereby awards Grantee an amount not to exceed $500,000 ("Grant Funds") for the Grant Project from the Arapahoe County Open Space Fund.

2. **Use of Grant Funds.** The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as described in Exhibit A.

3. **Disbursement of Grant Funds.** Subsequent to execution of this Agreement, the Grant Funds shall be paid via ACH transfer on a reimbursement basis upon receipt of the approved status report and documentation of expenditures as outlined in Paragraph 10 below and no more often than bi-annually. No more than 75% of the grant funds will be reimbursed prior to the Final Report approval. The final 25% of grant funds will be reimbursed following the project inspection and review and approval of the Final Report and project deliverables.

4. **Time for Use of Grant Funds.** The Grantee agrees that the Grant Project must begin within 60 days of the award notification. The Grantee agrees that the Grant Project will be completed and the Grant Funds will be expended by no later than
two years from the date of this fully executed Agreement, unless a longer period of time is otherwise agreed to by the County in writing. The Grantee understands and agrees that if the Grant Project cannot be completed by the end of the agreed upon time period the County may require that the Grant Funds be refunded to the County Open Space Grant Fund, be re-distributed to another agency and/or be used for another viable and timely grant project.

5. **Interest on Grant Funds.** The Grantee further agrees that, after receipt of the Grant Funds, the Grantee will use any interest earned on the Grant Funds only for the Grant Project as set forth in Exhibit A.

6. **Administration of Grant Project.** The Grantee shall be responsible for the direct supervision and administration of the Grant Project. The County shall not be liable or responsible for any cost overruns on the Grant Project, nor shall the County have any duty or obligation to provide any additional funding for the Grant Project if the Grant Project cannot be completed with the awarded Grant Funds. Grantee also agrees to comply with all local, state and federal requirements while completing the Project unless specifically waived.

7. **Grant Project Site Visits.** Upon 24 hours written notice to the Grantee, the Grantee agrees to allow the County to make site visits before, during, at the completion of and/or after the Grant Project.

8. **Acknowledgement of County by Grantee.** The Grantee agrees to acknowledge the County as a contributor to the Grant Project in all publications, news releases and other publicity issued by the Grantee related to the Grant Project and agrees to allow the County to do the same. If any events are planned in regards to the Grant Project, the County shall be acknowledged as a contributor in the invitation to such events. Grantee shall cooperate with the County in preparing public information pieces, providing photos of the Grant Project from time to time, and providing access to the Grant Project for publicity purposes. Event information, event materials and press release information related to the Grant Project must be sent to the County Grants Program Administrator for review and filing.

9. **Required Sign at Project Site.** The County agrees to purchase a standard sign for each grant project. Grantee agrees to pay the sign cost to the County for each grant project. Grantee agrees to erect and permanently maintain at least one sign in a publicly visible area in recognition of the Grant from the Arapahoe County Open Space Program. If the Grantee wishes to use their own sign and design, the Grantee must submit the sign location, design, and wording to the County Grants Program Administrator for approval prior to manufacture and/or installation of such sign. Such sign shall be erected prior to the completion of the Grant Project or its public opening, whichever is earlier.

10. **Report Requirements.** On or before **January 31st and July 31st annually,** the Grantee agrees to provide the County with Grant Project Progress Reports that conform to the format provided by the County. Each Grant Project Progress Report shall include supporting financial documentation as requested in the form.
provided. Upon completion of the Grant Project, the Grantee also agrees to submit
to the County a Final Report that conforms to the format provided by the County;
a final spreadsheet comparing the original budget to actual expenses that certifies
Grant Funds used in compliance with the Open Space Resolution; and GIS data
with location and boundaries of the Grant Project. The Final Report shall also
include supporting financial documentation as requested in the County report
form and high resolution photographs of the progress and finished results of the
Grant Project. The Grantee further agrees to provide the County with digital
copies of said photographs, delivered as separate high resolution jpeg images.
The Final Report shall be submitted within three (3) months of Grant Project
completion unless a longer period of time has been agreed to by the County in
writing. The County shall be allowed to use information and images from these
reports in publications, public information updates, and on the County's web site.

11. Failure to Submit Required Reports. Upon written notice from the County's Open
Space Grants Program Administrator, informing the Grantee that it has failed to
submit any required status report and/or final report, the Grantee shall submit
such reports to the County through the County’s Open Space Grants Program
Administrator within thirty (30) days, and, if it fails to do so, the Grantee shall be
deemed to be in violation this Agreement pursuant to Paragraph 15, below.

12. Record Keeping Requirements. The Grantee shall maintain a complete set of
books and records documenting its use of the Grant Funds and its supervision and
administration of the Grant Project. The County or any of its duly authorized
representatives shall have reasonable access to any books, documents, papers, and
records of the Grantee which are pertinent to the Grant Project for the purpose of
making an audit, examination, or excerpts. The Grantee shall keep all books,
documents, papers, and records, which are pertinent to the Grant Project, for a
minimum of three years from the project completion date.

13. Changes to Grant Project. The Grantee agrees and understands that its Grant
Project, once it has been approved by the County, may not be changed without the
County's prior approval. Proposed changes must be formally requested using the
applicable Grant Project Modification Form provided by the County. Changes
may not begin until the County has issued an approval, which may also require
the execution of an amendment to this Agreement.

14. Maintenance. Grantee agrees to assume responsibility for continuous long-term
maintenance and public safety of open space lands, trails, recreation facilities,
amenities, signage or other projects funded by the Grant Funds.

15. Failure to Comply and Reimbursement of Grant Funds. The Grantee understands
and agrees that the County may require the Grantee to reimburse the County if
any portion of the Grant Funds are not used in accordance with its approved Grant
Proposal and this Agreement. Failure to comply with the terms of this Agreement
shall result in default and the Grantee shall be ineligible for any future Grant
Funds until the violation is remedied or after such other time period as determined by the County.

16. **Remedies.** The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.

17. **No Waiver of Rights.** A waiver by either Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

18. **Relationship of the Parties.** The Grantee shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.

19. **No Third Party Beneficiaries.** Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Grantee.

20. **Severability.** Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.

21. **Written Amendment Required.** This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the Grantee.

22. **Venue.** Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.

23. **Notices.** Notices, as referred to in this Agreement, shall be sent to:

**COUNTY:** Board of County Commissioners of Arapahoe County
5334 South Prince Street
Littleton, Colorado 80120-1136

and

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

and

Arapahoe County Open Space Grants Program Administrator
6934 S Lima St, Unit A
Centennial, Colorado 80112
and

GRANTEE:
City of Englewood
1155 W. Oxford Avenue
Englewood, CO 80110

24. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

25. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

26. **Incorporation of Exhibits.** Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.

27. **Section Headings.** The headings for any section of this Agreement are only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

28. **Assignment.** The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning party.

29. **Extent of Agreement.** This Agreement constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

30. **Signatures.** The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.
IN WITNESS WHEREOF, the County and the Grantee have executed this Agreement as of the date set forth below.

DATED this __________ day of __________________, 201__.

ATTEST:

By: ____________________________
Name  Loucrishia A. Ellis
Title  City Clerk

GRANTEE:

By: ____________________________
Name  Joe Jefferson
Title  Mayor

ATTEST:

COUNTY OF ARAPAHOE
STATE OF COLORADO

By: ____________________________
Name  Shannon Carter, Director, Intergovernmental
       Relations and Open Spaces
       Pursuant to Resolution No. _________
Fall 2015 Special Grant Cycle: Large Grants
Grant Application—City of Englewood

RiverRun Trailhead Phase II
August 7, 2015
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2015 Arapahoe County Open Space Grant Application

Part A – Application Summary Form

This application will be scored on a 100-point scale by the evaluation committee and must score a minimum of 75 points.

<table>
<thead>
<tr>
<th>Applicant Information</th>
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<tbody>
<tr>
<td>Name: Joe Sack</td>
</tr>
<tr>
<td>Address: 1155 West Oxford Avenue, Englewood, CO</td>
</tr>
<tr>
<td>Primary Contact: Joe Sack</td>
</tr>
<tr>
<td>Telephone: 303-762-2682</td>
</tr>
<tr>
<td>Email: <a href="mailto:jsack@englewoodgov.org">jsack@englewoodgov.org</a></td>
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<tr>
<th>Primary Partner Information</th>
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<tbody>
<tr>
<td>Name: City of Sheridan</td>
</tr>
<tr>
<td>Address: 4101 S. Federal Boulevard, Sheridan, CO 80110</td>
</tr>
<tr>
<td>Contact: Jennifer Henninger, AICP</td>
</tr>
<tr>
<td>Telephone: 303-438-3307</td>
</tr>
<tr>
<td>Email: <a href="mailto:jhenninger@ci.sheridan.co.us">jhenninger@ci.sheridan.co.us</a></td>
</tr>
<tr>
<td>Partner Responsibilities: Financial participation, support/coordination</td>
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<th>Project Information</th>
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<tr>
<td>Grant Category: Fall 2015 Special Grant Cycle</td>
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<tr>
<td>Project Type: Construction Project (Key Amenities and Elements)</td>
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<tr>
<td>Project Title: RiverRun Trailhead Phase II</td>
</tr>
<tr>
<td>Address: 2101 West Oxford Avenue, Englewood, CO 80110</td>
</tr>
<tr>
<td>City or Unincorporated Arapahoe County: City of Sheridan (on land owned by Englewood)</td>
</tr>
<tr>
<td>GPS Coordinates: 39° 38' 35.51&quot;N 105° 00' 51.59&quot;W</td>
</tr>
<tr>
<td>Grant Request: $500,000.00</td>
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<tr>
<td>Cash Match Total: $300,000.00</td>
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<td>Total Project Amount: $800,000</td>
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Brief Project Summary (400 words or less): project description, components, need, goal, beneficiary, planning, community input, results

The mission is to construct the key components of RiverRun Trailhead creating an attractive new venue on the east bank of the South Platte River at W. Oxford Avenue. The specific improvements include: a large covered pavilion, an outdoor plaza, gathering spaces, picnic tables, seating areas, a restroom and landscaping. This work is the second phase of transforming a fallow site into a recreational green space. (Phase I, funded under the Winter 2015 ACOS Standard Grant, included grading and utility work.)
The project emphasizes significant landscape reshaping to better orient the site to the water creating vibrant new river-focused green spaces. In addition to river access, the improvements will accommodate medium to large groups in the pavilion such as company picnics.

Ultimately, this new park will be part of a larger 8-acre riverfront destination with whitewater features and other riverbank enhancements. The improvements, funded herein, will be a focal point and will serve over 100,000 local residents of diverse incomes and ages in need of outdoor spaces, particularly with water features. Many more regionally will benefit as well as this new park will be a key entry point to the Mary Carter Greenway. The overall goal is to transform a long-neglected reach of the river into a major, attractive, water-oriented destination.

In conjunction with, though not part of this grant, the partners will construct a major water recreation venue in the river with a beach and whitewater chutes that can accommodate rafters, kayakers, tubers and waders along with seat walls, overlooks, a nature-themed playground, additional landscaping and parking. Work on all of the above items is scheduled to occur over the next 12-18 months with a grand opening anticipated in fall of 2016.

This project is also the centerpiece and catalytic step in a larger, 2-mile-long, 250-plus acre river-oriented “Central Park” serving the South Metro Area with green spaces, river habitat enhancement, natural areas, water play, walking routes and bike paths. The vision for this project has been emerging for several years. Master plans and reports by Englewood, Sheridan, South Suburban Parks and Recreation, the Colorado Water Conservation Board, Urban Drainage District and the Arapahoe County Open Spaces South Platte Working Group embrace RiverRun Trailhead as a keystone component. Planning included community meetings, presentations, a Website and other outreach and opportunities for input.

As a partner, the City of Sheridan is contributing $75,000 along with coordination and other support.
APPLICANT: City of Englewood
PROJECT TITLE: RiverRun Trailhead Phase II

Part B – Minimum Qualification and Eligibility Form
Certify the below minimum qualifications and eligibility criteria:

Applicant Name: City of Englewood
Application Category and Type: Construction Project
Project Name: RiverRun Trailhead Phase II

Briefly answer the following qualification questions:
1. Is applicant in good standing with Arapahoe County Open Space? Discuss past performance (past five years); discuss all on-going Arapahoe County Open Spaces Grants, and the number and types of grants for which your agency is applying in this cycle.

   The City of Englewood is in good standing with Arapahoe County Open Spaces. Over the past 5 years, Englewood has received 8 grants. The first 5 of these grants have been completed within the allotted time frame. (Parks Gateway Grant has just been awarded this past grant cycle along with the RiverRun Trailhead Phase I).

   All grants have been completed within the allotted time frame. The one exception is the Riverside Planning Grant, which expanded in project scope due to a major project sponsored by Urban Drainage and Flood Control and South Platte Working Group. The project encompasses an area from Union Avenue and the South Platte River to West Oxford Avenue and the South Platte River.

   Englewood is applying for one Large Scale grant (herein) this cycle--for RiverRun Trailhead Phase II (Construction Project).

2. Discuss project alignment with the Arapahoe County Open Spaces Master Plan; local adopted Master Plan; OR other approved planning documents.

   The Open Spaces Master Plan provides a 100-year vision, 25-year master plan and 5-year action plan for implementing the purpose and goals of the program. The vision states that the County will be forward thinking, understand and embrace the open space, park and trail needs of current residents, and define a harmonious relationship between people and nature in the County for future generations. The vision for the program is summarized as “Healthy Lands, Healthy Communities, and Healthy People”.

   Indeed the RiverRun Trailhead Phase II project defines the mission of the Arapahoe County Open Spaces Plan, to wit:

   • Acquire, conserve and protect open space – The RiverRun Trailhead project will reclaim a neglected, underutilized riverfront space into a park area with access to the South Platte River.
APPLICANT: City of Englewood
PROJECT TITLE: RiverRun Trailhead Phase II

• Build county open space parks and trails—With the completion of this project, the location will be preserved as a permanent park to provide green space for this underserved neighborhood of residents Englewood, Sheridan, Littleton and Arapahoe County. It will also significantly enhance access and enjoyment of the Mary Carter Greenway Trail.

• Plan countywide trails network—This project is destined to become a key trailhead to the Mary Carter Greenway Regional Trail system with both east and west side river access. It will also become a new major hub for existing and planned trails including a new trail along the east bank of the South Platte River, access from improved walk/bike paths along W. Oxford Avenue, and other potential loops and routes connecting Englewood, Sheridan, Littleton and Denver.

• Cooperative partnership work—This work is part of one of the broadest cooperative recreational efforts in the history of the metro area. Through this project, many partnerships were developed or enhanced engaging the Cities of Englewood, Sheridan and Littleton and other organizations including the South Platte Working Group, South Suburban Parks and Recreation District, Urban Drainage and Flood Control, the Colorado Water and Conservation Board, area businesses and neighbors, all of whom are engaged to help develop this park space. In addition, the City of Sheridan is contributing $75,000 in cash.

• Leverage funding for open space, parks and trails—The RiverRun Trailhead project has leveraged a number of funding sources including: ACOS Grant Funds, Shareback Funds, Conservation Trust Funds and $75,000 contributed by the City of Sheridan. In addition, the associated improvements including the in-river whitewater and riverbank enhancements have substantial financial support from Urban Drainage and Flood Control, Colorado Water and Conservation Board, City of Englewood, City of Sheridan and other South Platte Working Group members.

3. Describe how this project addresses specific objectives in the County Open Spaces Resolution #030381/#110637. Document is posted on the Open Spaces Grant Program page of the County Website.

The RiverRun Trailhead project specifically addresses the following objectives of the County Open Spaces Resolution #030381/#110637.

• Preserve urban and rural open space and natural areas—This project will reclaim and preserve this area as a riparian-themed green space to be used by all current and future residents of Arapahoe County.

• Protect lands that preserve water quality in rivers, lakes and streams—The RiverRun Trailhead and related river corridor improvements have been specifically designed to protect the South Platte water resource. This project improves a degraded segment of the river to promote better stream flow, water aeration, and riparian plantings that lead to better water quality. It will also set an example of better management, applicable to other waterways in the County.

• Provide, maintain and improve neighborhood parks, open space, sports fields, picnic facilities and biking, walking and multi-use trails—Development of RiverRun
APPLICANT: City of Englewood
PROJECT TITLE: RiverRun Trailhead Phase II

Trailhead fills a fundamental need of providing park and open space. The RiverRun Trailhead will provide a park area, playground, pavilion, restroom facilities, trail, improved landscaping and river access. Improvements made by this project will enhance the outdoor experience while encouraging youth and their families to spend more time outdoors in their community.

• Protect wildlife habitat and corridors – The RiverRun trail project calls for reworking the river banks and stream bottom to improve water flow and water quality along with planting wildlife-friendly vegetation. These changes will improve fish habitat in the river as well as supporting other riparian plant and animal life. The improved park, and greenways and the trail access on both sides of the river, will also preserve a sense of stewardship and community support for a healthy river environment.

Acknowledge the minimum qualification components listed below by checking each box. All components are required to meet minimum qualifications:

✓ All items on the enclosed application checklist are included in the application
✓ All questions are answered in Part F and all supporting documents are attached in Part G
✓ All budget forms are attached, completed and signed by the agency's highest authority
✓ Application format and document order follow instructions
✓ Above eligibility and qualification questions are answered and meet Arapahoe County Open Spaces eligibility requirements
✓ All required forms are signed by agency's highest authority
✓ Minimum cash match requirement met (% of total project)

Applicant certifies that all of the above items are included in the application and that all information submitted is true to the best of their knowledge.

Authorized Signature: ____________________________
(e: ________________)
(must be signed by highest authority in agency)
For Arapahoe County Use Only:

Initial Review Date (pre-qualification): ________________________________
  • Minimum Qualifications Met (yes/no)?
  • Comments:

Grant Program Administrator Signature: ________________________________

Final Review Date (after evaluation): ________________________________
  • Comments/Conditions:

Grant Program Administrator Signature: ________________________________
Part C - Application Checklist

Use the application checklist to verify that all of the required documents are included in this application in the order listed below. All sections are required and must be complete and signed (if applicable) to meet minimum qualifications. The application Table of Contents should match the below checklist and may include more detail.

✓ Part A - Application Summary Form
✓ Part B - Minimum Qualifications and Eligibility Form
✓ Part C - Application Checklist
✓ Part D - Project Timeline (must be detailed)
✓ Part E - Project Budget Narrative and Forms (all forms must be completely filled out)
✓ Part F - Project Details (narrative response to project questions)
✓ Part G - Attachments (Identify each attachment with the table of contents cover page and list attachments in the following order and label each attachment page at the top with a header and title)

1. Evidence of support from highest authority (official letter or resolution) - including commitment to complete and maintain the project; statement that matching funds are secured; acknowledgment of responsibility of cost overruns; and certification that the project will be open to the public or serve a public purpose upon completion. See attached sample resolution.

2. Evidence of commitment to long-term maintenance, including the maintenance budget and agency capacity to maintain (letter from management/maintenance agency)

3. Evidence of property ownership/legal access (legal documentation)

4. Evidence of community support (letters of support - maximum of 5)

5. Documentation of opposition and responses (state if applicable)

6. Evidence of commitment from project partners (cash match/in-kind match support letters/partner support letters - no maximum)

7. Photos (pre-submittal)

8. Maps, Site Information and Site Visit Form (project location maps to include: site map, vicinity map, plan and project site visit form with driving directions)

9. GIS shapefile, if applicable (include on compact disc or thumb drive)

10. Other (clearly title: acquisition documentation: appraisal, preliminary title work, contract option (if applicable) or other supporting documents)

Applicant certifies that all of the above items are included in the application, in the order listed above, and that all

[Signature]

Date: 7/28/15

(must be signed by highest authority in agency)
**Part D – Project Timeline (5 points)**

Use the below project timeline sample as a guide to complete your proposed project timeline. Project timeline must be detailed, realistic and coincide with Part F to receive full points. Timeline should include the IGA execution and project start date (must be within 45 days of the award notification).

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Aplicant: City of Englewood

Project Title: RiverRun Trailhead Phase II

Part E – Project Budget Narrative and Forms (10 points)

Budget Narrative: Provide a clear and concise budget narrative for this project (250 words or less).

RiverRun Trailhead is a keystone element of the South Platter River Transformation in Arapahoe County. Construction pricing has already been determined with Naranjo, the contractor. It is to be completed in multiple phases. This project represents the second phase of a $1.2 million effort to create a major venue adjacent to the river at W. Oxford Avenue. It also establishes the site as an attractive multi-purpose venue. Total budget for this phase (Phase II) is $800,000. The key budget elements include: utilities and infrastructure to finish site preparation ($76,520); warm tone concrete access paths ($11,121); concrete plaza and pavilion flooring ($86,679); covered picnic pavilion for 200-250 users ($226,000); picnic tables for the enclosure ($22,000); trash enclosure for the Shelter ($16,980); restroom, plumbed with three toilets w/utilities ($159,000); native seeding and 17 2.5” caliper trees ($16,862); irrigation installed ($74,400); electrical and lighting for pavilion, pathways and parking area ($110,438).

This work is to be completed following and in conjunction with Phase I-$400,000 (currently funded and construction to begin this fall). Phase I includes site preparation, removal of existing debris, erosion and sediment control, construction surveying, earthwork and storm water facilities.

Future work to follow on, as additional funding is secured will include enhancements such as a nature theme playground on the east bank, expanded parking on east and west banks, and additional landscaping on the west bank. That work is not part of this project phase or budget.
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Applicant: City of Englewood
Signature: ____________________________

Project Title: RiverRun Trailhead Phase II
Name and Title: Joe Sack, Rec. Services Mgr.
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Applicant: City of Englewood  
Project Title: RiverRun Trailhead Phase II  
Name and Title: Joe Sack, Rec. Services Mgr.  
Date: 1-Aug-15
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**PROJECT TITLE:** River Run Trailhead Phase II

**Applicant:** Joe Sack, Rec. Services Mgr.

**Signature:**

**Date:** 1-Aug-15

**Minimum Met:** Y

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**Project Cash Match:** $300,000
APPLICANT: City of Englewood
PROJECT TITLE: RiverRun Trailhead Phase II

Part F – Project Details (75 points)
Applicants must respond to all of the following questions to meet minimum qualifications. This section is worth 75 points. Applicants must limit this section to 10 pages and answer all questions to meet minimum qualifications. If attachments/supporting documentation apply to a question answer please fully answer the question and reference the document in Part G. Please do not answer a question as “N/A”. If a question is not applicable, please explain why it is not applicable to be considered for the full amount of points.

Select the Grant Category:
✓ Large Grant: $300,100 - $500,000 funding opportunity, minimum cash match requirement is 25% of total project amount OR 50% municipal shareback, whichever is less

Select the Project Type:
Project Type/Project Details: The project categories for the large grant application are below:

- ✓ Trail Project: Projects that are mostly trail construction or renovation/restoration, trail-related bridges, trail-related road crossings, or trail head parking and shelters.

- Non-Trail Project: Projects for site improvement, restoration and repair/replacement including: natural re-vegetation/restoration, park improvements, restoration, repair/replacement (may include playgrounds, shelters, sport fields, landscaping). This category may include interior trail segments or connections, but the majority of the project should be site improvements other than trail.

- ✓ Construction Project: Construction projects may include new park amenities such as playgrounds, shelters, sport fields, restrooms, and interior trails or connections.

- Non-Trail Project: Eligible projects involve fee simple acquisition of land for public open space, park or trails; acquisition of buffer land; acquisition of a conservation easement and/or acquisition of water rights.

- Environmental Project/Cultural Education or Interpretation Project: Projects focused on environmental or cultural education/interpretation installations may include associated sign bases, panels, landscaping, benches and shelters.

- Non-Trail Project: Other allowable project categories include: stream-related projects, wildlife habitat, and water quality. These projects should not fit into any of the other project categories. Please contact the County Grant Administrator for questions related to allowable projects.
Selection Criteria Questions (75 points):

1. Describe the project goal, extent of scope and expected results. Be specific; discuss what the project will provide, quantities, size, project elements, useful life of project components, and deliverables. Discuss the current condition of the project site and what improvements or changes are being proposed and why. Provide detailed maps and photos in Part G. Describe how the project will be designed, constructed and managed and how you will choose vendors, materials, systems, etc. Describe how this project improves access and connectivity to any existing trail network, natural resources, and/or community resources. If this is an educational project, discuss the long term educational outcomes expected as a result of this project and how the project connects people to each other, the natural environment and/or community resources. Complete the budget form in Part E consistent with this narrative (15 points).

This project (RiverRun Trailhead Phase II) constructs the major improvements and amenities for a new recreational venue on the South Platte River at W. Oxford Avenue. Specifically these include:

• A 200-250 person capacity picnic pavilion
• A plumbed restroom (three toilets) with woman’s and men’s compartments
• Paved outdoor plaza areas/gathering places—6500 plus sf
• Access paths from the main trail and from the parking area
• Benches (6-8), picnic tables (20), grilles (4) and other furnishings
• Fine grading, seeding, shrubs and trees

RiverRun Trailhead Phase II transformations approximately 3 acres on the east bank with the goal of a multi-purpose venue that engages the South Platte River, expands access to the Mary Carter Greenway Regional Trail system and provides a destination for many thousands of local residents from the surrounding communities as well as thousands of trail users to recreate, relax or even host an event at the picnic pavilion. It will result in a unique user experience unlike anything else in the Englewood park system or along the greenway trail.

The existing site is underused. Currently a majority of the project site is scruffy and marginally accessible. Grades, including access from the existing parking, are too steep to meet ADA requirements for river access. In addition, existing grades do not focus on the river and do not foster appealing vistas. This project will result in a re-graded, attractive site that centers on the river and a park-like space.

It should be noted that this project—RiverRun Trailhead Phase II—is the second step of an effort building on Phase I (grading and site preparation) that is currently funded. It should be noted that this is part of a larger project to complete an 8-acre RiverRun Trailhead site that will include water recreation improvements in the river and enhancements to the river banks and the uplands on the west side of the river. The in-
APPLICANT: City of Englewood

PROJECT TITLE: RiverRun Trailhead Phase II

River and riverbank work will proceed this coming fall. (Please see attached plan maps and drawings).

In addition, RiverRun Trailhead is an integral component of still larger overall river corridor project. It is a keystone element in a major river corridor improvement effort along the South Platte River in the South Metro Area. The overall plan includes the transformation of over a mile of the river from Big Dry Creek at Union Avenue to just north of W. Oxford Avenue. The goal of that larger vision is to upgrade and transform a neglected reach of the South Platte River into a new recreational and open space venue with in-river water play/whitewater enhancements, a new regional trail along the east bank to accommodate the many thousands of Mary Carter Greenway Trail users, riverbank beautification and habitat enhancements creating better access to the river, adding parking lot improvements at W. Oxford Avenue new picnic and event venues, a nature-themed playground and other upland park amenities.

The trailhead will be built in phases: Phase I – Site Preparation is funded and about to begin including: earthwork to reshape and orient the site to the river; removal of existing debris; erosion and sediment control; construction surveying and utility work. Phase 2 - Builds the major site amenities such as the picnic pavilion.

In effect, this will make the site a usable attractive destination. The above improvements will make the riverside venue attractive and more usable.

The space is currently fallow and does not attract people to the river and greenway as a water amenity and as a natural resource.

Note also that over the coming year, while the above improvements are being installed, the partners will also be completing major work in the adjacent river channel including whitewater chutes and water play improvements, a beach area, access paths to the water’s edge, seat walls along the river bank and greening of the river with riparian plants, trees, shrubs and other improvements.

Some additional enhancements are slated to follow as funding is secured including a nature themed playground, additional parking on both the east and west sides and additional landscaping. They will improve the venue over time but are not critical to the use and enjoyment of the improvements completed with the grant.

The trailhead is currently under design by McLaughlin Whitewater Design Group (Civil Engineer) and DHM Design (Landscape Architect). 75% design drawings were completed in August 2014. Final Design will be completed in May 2015. Naranjo Civil Contractors has been selected through the Urban Drainage and Flood Control District’s Project Partners Program. This program selects contractors from the District’s pre-qualified contractors list. There are several advantages to collaborating and engaging
with the contractor during planning and design. Cost estimates are more accurate because they have been prepared by Naranjo who is building the project. Value engineering is completed during the design process by contractor feedback on constructability of designs and materials specified. Lastly, the contractor better understands the project goals and objectives by being involved with planning and design. Once the design is completed, a construction contract will be negotiated with Naranjo to build the project.

Urban Drainage and Flood Control District (UDFCD) is managing the river corridor project and will oversee construction in partnership with the City of Englewood, City of Sheridan, South Suburban Parks and Recreation District, Colorado Water Conservation Board, the South Platte Working Group, U.S. Army Corp of Engineers and Arapahoe County Open Spaces.

The project has an indefinite useful life with the improvements permanent to serve generations of visitors.

2. Describe the community/neighborhood and user groups the project will serve. Discuss the type of users (children, adults, seniors, families, sports leagues, youth groups, etc.) the project will serve and estimate the number of user groups annually that will benefit from the project. Be specific. How did you arrive at this estimate? Did you collect data? If so, from what source(s). Describe the service area for this project (how far will users travel to use the project site). (5 points)

River Run Trailhead is a key element of a water-oriented park venue in the heart of the South metro area readily accessible to residents of Englewood, Sheridan, Littleton and Denver. The RiverRun Trailhead will serve as a gateway element of a regional trail and recreational amenity for users along the South Platte River and the Mary Carter Greenway Regional Trail System. Accordingly, the site is attractive to, and will serve, cyclists, joggers, rollerbladers, kayakers, tubers, waders, walkers, anglers and wildlife viewers of all ages on a daily basis.

Virtually all age, demographic and ability groups have been observed along the greenway and it is expected that all of these groups will enjoy the new venue. Surveys, community meetings and planning confirm broad support and interest in using this kind of amenity. It is estimated from visual inspection and surveys by the South Suburban Parks and Recreation District that currently tens of thousands of individuals and groups use this trail and will benefit from a new trailhead annually. As this trail is a regional draw for cycling and kayaking, the service area for users is estimated to be a radius of 20 miles or more.

Because of the site’s unique quality as a water-oriented venue with kayaking, tubing fishing and its prime accessibility along the Mary Carter, Bear Creek and Denver Greenways, its service radius is well over 15-20 miles. According to U.S. Census data,
over 100,000 people live or work within convenient walking/biking distance (3 miles) of the site. Indeed, since the Platte Greenway is a regional attraction, the site will also serve the broader metro-wide population.

There are multiple densely populated neighborhoods with modest older single family and multi-family homes where a large proportion of the residents are of lower or modest income. There are also a number of commercial and industrial uses with several hundreds of employees. According to DRCOG information and other sources, median income in the proximate neighborhoods averages $42,100 ($33,997 in the City Sheridan)—well below the statewide median of $58,823. Ethnicity is mixed with 38% English language learners in the Sheridan School District. Many of the local residents have limited access to cars, work multiple jobs and lack financial wherewithal for children to participate in fee-based after school activities. When the community pool in Sheridan closed in 2008, there was an outcry for water-based recreation. Similar to Denver’s Confluence Park, many are seen recreating in the South Platte near Union Avenue where there is access to the water but that area is not optimal for casual water play.

3. Describe any scenic, historic or cultural values associated with this project. Will they be preserved or restored? Describe specific natural resources at the site, including habitat and/or water. List predominant wildlife species and vegetation on site. Discuss impacts to these resources as a result of this project. If this is a conservation easement acquisition project, describe the conservation values and public benefits/value of the land, easement or water resource. (5 points)

There are no known significant historic or cultural values adversely impacted by the RiverRun Trailhead development. Though when completed, especially with the new pavilion, it will offer a major new outdoor community gathering place—a cultural benefit. In addition, when enhanced by new grading and landscaping, Riverrun will offer scenic values associated with being adjacent to the South Platte River. Several decades ago this reach of the river was channelized by the US Army Corps of Engineers to address flooding. This project will improve the scenic value of the property by enhancing views and “humanizing” the character of the space. Improvements such as re-grading and wildlife-friendly planting will take place this coming year in conjunction with, and promoted by, the Riverrun Trailhead Phase II project; though not specifically in this grant, this work will enhance the area. This includes reshaping and replanting the river channel and its banks to significantly improve the character of the river channel as an important riparian space along the Platte River. This will include native and certain appropriate non-native species.

Currently, because the area has been disturbed over the years, the habitat value can be categorized as low to medium. Vegetation on the site and in the vicinity includes irrigated bluegrass, dryland grasses and many broadleaf weedy plants associated with
disturbed soils. (Cottonwood, Siberian Elm, Ash and Catalpa) which were planted as part of the Broken Tee Golf Course and a river beautification project back in the late 1980’s).

While the site presently does not have exceptional habitat value, many birds and animals migrate up and down along the Platte River. Typical bird species include many species of duck, blue heron, sparrow, robin, finch, geese and some raptors. Animal species include beaver, fox, deer, coyote, skunk and rabbit. Impacts to the natural resources are considered to be low. Riparian access for movement up and down the river will not be adversely affected. The new grasses, shrubs and trees added to the site, as well is the associated in-river-channel enhancements, will result in new significant environmental improvement.

4. Discuss the ownership and legal access to the proposed project site, including right of access without trespassing on adjacent property. Detail any third-party rights, easements or other encumbrances that exist. Provide supporting documentation proving ownership, legal access or permission from landowner and a site map in Part G. (3 points)

The parcel of property located at 2101 West Oxford Avenue is in the boundaries of the City of Sheridan, a partner in the overall RiverRun effort. The City of Englewood is the sole owner of this parcel and the adjacent Broken Tee Golf Course. The City of Englewood also owns the adjacent river channel and banks, though this is regulated by the U.S. Army Corps of engineers with management roles in the river channel by the Colorado Water Conservation Board and the Urban Drainage and Flood Control District, also partners in this project. The City of Englewood, as owner of the project site, has full rights of access to build, utilize and maintain all of the proposed RiverRun Trailhead improvements. The site is fully accessible to the public by vehicle access utilizing the current entrance off of W. Oxford Avenue that serves Broken Tee Golf Course. There is full trail access via the Mary Carter Greenway. There are electric line and storm drainage utilities proximate to the site but none of these prohibit or adversely impact the proposed improvements in this grant. No third party rights, easements or other encumbrances will affect this project. (Please see parcel ownership verification in Part G.)

5. Describe long-term maintenance of the project site and components. Estimate the annual costs to maintain the site, how those numbers were calculated, how you intend to fund maintenance and who is responsible for maintenance. Explain how maintaining this project site changes your agency’s maintenance budget. (Provide projected budget changes, detailed cost estimates, how you plan to accommodate these changes, and explain how you arrived at those numbers.) Provide a commitment letter from the management/maintenance agency addressing long-term maintenance and include budgeting for funding maintenance in Part G. (7 points)
The City of Englewood Parks and Recreation Department will be responsible for the long-term maintenance of the RiverRun Trailhead facility including all landscaping, structures, trails, furnishings and equipment. Anticipated maintenance tasks include: upkeep of structures such as the picnic pavilion, mowing, pavement repair, graffiti removal, tending to the restroom facilities, trash removal, weed management, litter and debris pickup, routine upkeep of furnishings, police, fire and rescue services and other maintenance typically included with a passive park facility of this nature.

The City of Englewood annually allocates funding in the Parks and Recreation Department budget for personnel, commodities and capital for regular repair and maintenance for all park infrastructures, amenities and facilities. The 2015 Parks Division Maintenance Budget is $2,137,252. The Parks Department currently maintains approximately 250 acres of parkland, open space and green space and infrastructure. When the Phase II work is completed with all the listed amenities and additional improvements including a playground and additional landscaping and parking, it is expected that $16,465 will be added to the Parks Division maintenance budget for labor, irrigation, restroom/shelter maintenance, snow and trash removal and tree and turf maintenance. (See Commitment Letter in Part G.)

6. Summarize planning efforts to date and investments made prior to submitting a grant proposal. Discuss pre-submittal meetings, dates and outcomes. Be detailed and include eligible pre-planning costs on the Match Budget Form in Part E. See application instructions for details. Proof of pre-submittal planning expenses must be submitted as an attachment in Part G. All attachments should be clearly labeled on the Table of Contents and on the Part G cover page. (5 points)

In 2011, the City of Englewood was awarded a $50,000 planning grant from Arapahoe County Open Space with a total project cost of $134,600, for “Riverside Park Planning/Development”. Shortly following the grant award, the City of Englewood joined with Urban Drainage Flood Control District (UDFCD) to collaborate. UDFCD identified the river corridor from Union Avenue to W. Oxford Avenue for improvements and a major transformation. This process prompted the re-establishment of the South Platte Working Group. The partners of the South Platte Working Group including the Cities of Englewood, Sheridan, Littleton, South Suburban Parks and Recreation District, UDFCD, Colorado Water Conservation Board and Arapahoe County Open Spaces fully engaged in the effort.

As discussions unfolded on related projects along the South Platte River, RiverRun Trailhead was identified and designated as a major destination, access point and anchor of this project. By 2013, the vision started to take shape and the City of Englewood contracted with UDFCD to create the design of RiverRun Trailhead where UDFCD provided major funding for site planning, design and implementation support. With this funding and collaboration, the team worked with McLaughlin Whitewater Design Group and DHM Design to complete final design by May 2015. The design work was vetted by...
the partners through the South Platte Working Group. More than $250,000 was contributed by UDFCD to fund the planning and design work on RiverRun Trailhead.

RiverRun Trailhead was then made a priority and deemed a catalytic and essential lead project by the partners. In pursuit of this project, the City of Englewood applied for and received a $300,000 Standard Grant from ACOS this past winter (2015) for RiverRun Trailhead Phase I that includes major grading, earthwork and other infrastructure to prepare the site. The second major step was for Englewood to designate an additional $300,000 in matching funds and apply for RiverRun Trailhead Phase II (this application) in the amount of $500,000 to build the major access point, structures and amenities.

Finally, as part of the collaborative implementation process, UDFCD and the other partners agreed to initiate construction of the in-channel whitewater chutes and riverbank greening/access work in the fall of this year (2015). This supports and complements the RiverRun Trailhead Phases I and II work that will closely follow this winter and over the course of the coming year.

7. Is this project “shovel ready”? Project timeline must begin within 45 days of the award notification. Provide evidence that this project will be completed within two years. Is design and engineering complete or is there still work to be done? List any permits that will need to be obtained for implementation of the project and existing status of obtaining those permits. (Federal 404, County or City Planning or Public Works, Storm Water Drainage, etc). If permits are need now of in future phases explain the process. Does the project necessitate a change in zoning? Itemize anticipated costs for permits, government fees and consultants. Detail costs in the correct Part E Budget Form. Correlate response with the Project Timeline in Part D. Project timeline must be realistic to receive full points for this question. If this is an acquisition project, list the due diligence items you already have available or will pursue (such as purchase agreement, preliminary title work, appraisal, environmental site assessment, survey, etc). Purchase agreement or option with seller and preliminary title work must be secured and included in the application and attached in Part G. Include detailed costs in Part E. (5 points)

If funding is awarded on the ACOS Large Scale Grant Cycle, construction is ready to begin immediately upon notification of the award and execution of the grant agreement. Construction drawings and bid documents are complete and a contractor (Naranjo) has been selected through the Urban Drainage and Flood Control District’s Project Partners Program. It is anticipated that the contractor will be working on site this fall, specifically on related whitewater and riverbank improvements that connect to and will be accessed from the Riverrun Trailhead. Naranjo will also be initiating the Phase I grading and infrastructure work (funded under the previous ACOS Standard Grant) in the fall. Once notice is given, Naranjo is ready to construct the upland improvements itemized in this grant.
McLaughlin Whitewater Design Group and DHM Design completed the Final Design in May 2015. The design team and the City of Englewood have engaged the City of Sheridan in review of design drawings. The project timeline presented in Part D has been prepared with input from Naranjo and the other partners. The Trailhead will be built as part of the overall river corridor project.

Permits will be required to build the trailhead. The City of Englewood and design team have been conducting review meetings with the City of Sheridan and the City of Sheridan, as a partner, is prepared to move expeditiously for approvals. The following permits are required:

- Access & Right-of-Way Permit – City of Sheridan
- Grading Permit – City of Sheridan
- Stormwater/Erosion Sediment Control – State of Colorado/City of Sheridan
- Building & Lighting – City of Sheridan

No zoning changes are required. All work will be completed before the spring of 2017 within the two-year time limits per the attached project timeline.

8. Describe the planning process that identified this specific project as a priority. Is this project listed as a priority in a master plan, site specific plan or other adopted planning document? If so, discuss that plan. Describe the relationship of the project to any local, regional, state or system-wide master plan. Give the name of each plan and list related element(s) within the plan. Was this project identified through an independent community planning process? Describe this process. Is this project a working group project? If so, was it prioritized? Is this project a part of a larger project or phased project? If yes, explain the whole project, other funding sources and partners involved. (5 points)

RiverRun Trailhead Phase II is one of the key elements in an extensive multi-year planning and design process for the reach of the South Platte River from Union Avenue to the Mary Carter Greenway pedestrian bridge at W. Oxford Avenue. In addition, this specific project represents the culmination of a three-decade-plus concerted action by the communities of the South Metro Area to create a greenway along the South Platte River as a unifying feature and major amenity. It strives toward completion of a major transformation process on a long neglected reach of the river - a vision that has always enjoyed strong support. It has been supported in a number of public forums as a multi-jurisdictional endeavor with many stakeholders joining together. It is addressed and highlighted in several plan documents:

- The City of Englewood South Platte River Open Space Plan 2003—This plan represents an official year-long effort by Englewood to shape the future of the river. The plan addressed the South Platte River from Belleview to Hampden with
our project site literally at the center. It proposes “significant parks, trailheads, and trails...and....identifies areas for redevelopment.” Goal 1 States: “Provide improved access and encourage a variety of recreational activities along the South Platte (including) new access points, making access to the water easier and safer and more visible.... and making the River a “centerpiece for Englewood, Sheridan and the region” (p9). Further it recommends to “improve access to the river itself with new paths and water access points” (p 35)...(that include)...stairs, ramps, and platforms as a means of accessing the water's edge (p 39).

- **The City of Sheridan's Comprehensive Plan** - City of Sheridan specifically calls for enhancing the priority of recreational benefits of the South Platte River as a gathering spot for the community as a goal of the Comprehensive Plan since 2004. The Comprehensive Plan states goals for improving the South Platte River as a recreational amenity.

- **The Arapahoe County Open Spaces Master Plan 2010**—Based on an opinion survey, public input, and the finding of the planning team, page 5.2 of the plan states “Preserve and enhance riparian corridors such as the South Platte River, Cherry Creek and other streams...as attractive functioning, healthy...corridors...including...paddleway trails and water recreation access/support facilities”.

- In 2014, the South Platte Working Group completed and published The South Platte River Corridor Vision 2014. This plan specifically cites this project on page 42 with “Develop “park and play” whitewater activity [at Oxford Avenue].... with a very accessible river-oriented recreation area....with whitewater improvements for boaters and kayakers...edge that would allow children and fishermen to access the water in a safe environment......and...develop a grassy area between golf parking and river to compliment the river oriented activity”.

This project is the highest priority South Platte Working Group effort. This project is part of a larger vision both for the site and the reach of the South Platte River from W. Union Avenue to W. Oxford Avenue that envisions transforming the river with improved access, whitewater recreation, trails, landscaping and other features.

Additionally, the improvements requested herein represent the east bank park elements that are part of a large 8-plus acre river recreational venue that includes: whitewater chutes, bank re-grading and re-landscaping, overlooks, seatwalls, a wading beach, a themed playground, expanded parking and other enhancements. All of this work is scheduled to occur beginning this fall with completion over the coming 18-24 months.
9. Discuss any efforts to obtain public input, disseminate public information, develop partnerships, develop partnerships for cash finding or in-kind contributions, and garner community support specifically related to this project. In most cases, evidence of a transparent public process will be required. For acquisitions, the process may be tied to a public process for an overall master plan rather than identification of a specific parcel. For regional trails, the process may need to include notification and/or involvement of residents from adjacent jurisdictions. Discuss any objections or opposition to this project. Include any letters, petitions, news articles, or other documents evidencing opposition. What has been done to address concerns and how has the opposition responded? (5 points)

There is a significant history of garnering public input, disseminating information and building partnerships. Several illustrative elements in this chain of engagement include:

- In 2013, the South Platte Working Group was re-established during a visioning charrette for the South Platte River which included local municipalities, special interest groups, community leaders, property owners and other stakeholders. The South Platte Working Group recommitted to preserving and protecting the river corridor as a community asset and to enhance the quality of life in Arapahoe County through the ongoing collaborative process to enhance the natural environment, economic benefits and recreational features of the South Platte River. The South Platte Working Group members agreed that the river downstream of W. Oxford Avenue provided recreational and economic benefits for the entire region and this area was identified as the trailhead.

- Urban Drainage and Flood Control District began managing the Trailhead and river projects. Preliminary designs were created and presented to the South Platte Working Group. With revisions completed, the public process was established by first taking the designs to local jurisdictions and governing boards to determine financial support for the projects. Elected officials knowing their communities and their needs, provided feedback that helped shape the current design of the project.

- Receiving financial commitments and positive support for the project, Urban Drainage Flood Control District began additional public outreach by attending community events such as Sheridan’s National Night out and Englewood’s FunFest. Most common public comments have been “When will it be built?”

- A public open house was held on November 12, 2014 at the Broken Tee Golf Course giving an opportunity for the public to gain more information about the RiverRun Trailhead and project as well as provide feedback. Over 30 business owners, community leaders and public attended the open house. All attending shared positive feedback and support about this project.
A website (www.southplatteriverrun.com) has been launched to continue providing the public information, updates and gain feedback from the community.

Updates and tours have been provided for City of Englewood Council members.

The Parks and Recreation Commission receives reviews and updates.

Concept designs have been posted at Broken Tee Golf Course, Englewood Recreation Center, Malley Senior Recreation Center and at Bike to Work Day 2015.

Currently, we have received no objections or opposition toward this proposed project throughout the entire process.

10. Describe how this project addresses inclusivity per the Americans with Disabilities Act guidelines. (3 points)

RiverRun Trailhead will be constructed in full compliance with the 2010 ADA Standards for Accessible Design. The following criteria have been incorporated into the design throughout the area and comply with a fully accessible ADA park.

- Remove all barriers to access;
- Provide an accessible route of travel and accessible route of travel to the amenities and play equipment;
- Provide a range of accessible furnishings and play elements (half of all elevated play components on any play structures will be accessible by route and/or transfer point);
- Provide an accessible surface beneath all accessible equipment.

The development of RiverRun Trailhead will provide the following park accessibility elements: ADA access to existing and proposed regional trails through the plaza and other additional points, ADA paved access to the riverbank, ADA accessible pavilion with 200-250 person capacity and ADA picnic tables, increased parking capacity including 4 ADA accessible stalls (1.75/acre), ADA accessible restroom and an ADA accessible pathway from the parking lot to the pavilion, restrooms, trails and other park amenities.

11. Discuss the need and urgency for this project and why it is a priority. What opportunities are lost if this project is not funded now? Is this project prioritized by an agency, group, plan or committee? If yes, explain. (5 points)

The success of this project and the associated improvements by others is highly dependent on the timely securing of funds for RiverRun Phase II improvements. Phase II is a keystone component in a larger effort. The other contributors including the City of Sheridan and Urban Drainage and Flood Control view these improvements as the major
upland feature and access point for the public to the larger set of improvements at W. Oxford Avenue. This is a unique and timely opportunity to all of the major elements built this coming year.

The partners are prepared to fund and proceed with the adjacent in-river whitewater and riverbank improvements but they are doing this with the understanding that there will be attractive, associated upland elements including the pavilion, plaza and restroom. They are counting on support for this from the key partners (particularly ACOS as a lead partner) and timely construction of the planned improvements. In effect, RiverRun Phase II is leveraging a much larger set of improvements in the river and on the adjacent banks funding this component now motivates the other substantial contributions.

Indeed, RiverRun Trailhead with funding from this grant sets the pace of this project and builds credibility for the entire RiverRun Project. In the absence of grant funding, the Trailhead and trail project will lack needed funding and lose priority status among the funding partners, matching funds may be diverted to other projects and this project and the associated adjoining projects may not be realized.

RiverRun Trailhead is a regional project and a multi-agency effort guided by the members of the South Platte Working Group including: City of Englewood, City of Sheridan, City of Littleton, South Suburban Parks and Recreation District, Urban Drainage Flood Control District, Colorado Water Conservation Board and Arapahoe County Open Spaces. Each of these members has committed funding resources to this project with the understanding that funding from all sources is contingent upon ACOS grant funding.

In addition, funds are being pursued from GOCO. RiverRun Trailhead is a keystone and catalytic process in the larger South Platte River improvements effort that extends from Union Avenue to W. Oxford Avenue. This effort not only creates a major, new river-oriented “Central Park” for the South Metro Area, it is also a focal point for future economic development that will change the character of an under-utilized river corridor in the spirit of Denver’s Confluence Park.

This plan has been identified by all of the partners of the South Platte Working Group as a top priority project. The City of Englewood and the City of Sheridan’s community plans rank this as an important priority. It is also similarly rated as high priority in The South Platte River Corridor Vision plan—an overall plan for the revitalization of the South Platte River corridor. That plan was published by the South Platte Working Group in 2014.

12. If successful in obtaining this grant, how will the agency use this project to inform citizens about the value of the Arapahoe County Open Spaces sales and use tax?
Address the public outreach plan, signage plan, celebration, dedication, etc. Please write a brief press release statement. Explain how the County will be recognized and informed that materials, articles and ceremonies have/are taking place. This information is required to include County acknowledgement and should be relayed to the County Grants Program Administrator for review and filing. (2 points)

As the lead partner in this project, Arapahoe County Open Spaces—and the value of the sales and use tax—will be recognized on multiple fronts. These include but are not limited to:

- As this project and the associated river improvements go under construction and are completed, there will continue to be public outreach activities to make the community aware of the project. Each will recognize the Arapahoe County Open Spaces Program as a leading backer of this project for both its financial contribution and for its envisioning through the Working Group Program. Englewood and its partners plan specific events to meet this objective including: ground breakings, ribbon cuttings of key phases, continuing community forums, displays at events and major recreational venues, updates on websites and through other outlets. News releases for major events will recognize Arapahoe County Open Spaces as a lead partner and the value of the sales and use tax as an investment.

- This fall, temporary signage announcing the construction project, the timeline and Arapahoe County Open Spaces as a lead benefactor, along with the other contributors, will be installed along W. Oxford Avenue and prominently in the existing parking area at Broken Tee Golf Course Clubhouse.

- Permanent signage similarly identifying ACOS support and funding will be installed at the main entrances to the Trailhead once the project has been completed. These will be per the approved Arapahoe County Open Spaces acknowledgement process.

- Information will also be added to the City of Englewood’s website identifying the project and funding sources during and following construction.

- We will reach out to the news media on all fronts (see draft news release text below). In addition to the metro area newspaper, TV and radio outlets, The Englewood Herald will run information and news stories throughout the project. Social media such as Facebook and Twitter will be used to provide project updates, recognize accomplishments and promote funding partners.

- The Arapahoe County Open Spaces program has, and will continue to be recognized in all promotional literature such as the project brochure.
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- A celebration will be scheduled at the completion of the Trailhead project as a way to recognize the partnerships, funding agents, citizens, county and local dignitaries that helped make this project happen. Again, the Arapahoe County Open Spaces grant program and the benefits of the sale and use tax will be emphasized. Representatives of the County and Arapahoe County Open Spaces will be invited to make keynote remarks.

Following is draft verbiage of a news release. With County approval this can be disseminated upon receipt of the grant and upon completion of construction:

Draft News Release

Partners Dedicate “Keystone Project”
Creating New River-Oriented “Central Park” for the South Metro Area

Contact: xxxxx xxxxx 303-xxx-xxxx

Officials will cut the ribbon today on RiverRun Trailhead, an exciting new river-oriented recreational venue on the South Platte in Englewood. RiverRun Trailhead has been hailed by Englewood Mayor as the “keystone project” in the major transformation of the long-neglected river corridor in the South Metro Area.

The new park and trailhead and associated in-river improvements has transformed 8 acres on the banks of the South Platte at W. Oxford Avenue into a unique water-oriented green space with access to a cleaned up river for paddling, tubing and wading; a new picnic pavilion that can accommodate large group events; outdoor plazas; scenic overlooks, landscaping, play areas and other amenities.

RiverRun Trailhead is also the first major step in transforming a 1-mile reach of the river from W. Union Avenue to W. Oxford Avenue with a dual trail system, white water chutes, riverbank habitat enhancement, landscape beautification, interpretive displays and other amenities. The centrally located RiverRun Trailhead site will be the new gateway and trail hub accessing many miles of bike paths and walking routes along the Mary Carter Greenway and Bear Creek along the nearby Denver Platte River Greenway.

The Mayor cited the project as an outstanding example of an effective partnership—led by the South Platte Working Group—an entity convened several years ago by the Arapahoe County Open Spaces to effectively engage Open Space Funds. The Working Group partners, who together facilitated this effort, includes: Arapahoe County Open Spaces Program, Urban Drainage and Flood Control District, the Cities of Englewood, Sheridan and Littleton; South Suburban Parks and Recreation and the Colorado Water Conservation Board. He thanked Arapahoe County and Urban Drainage and Flood Control District for catalyzing this vision and leading the implementation along with Sheridan and Englewood. He praised the Open Spaces Program calling the Open Space
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Sales and Use Tax, “an investment in tomorrow”. Surveys and a recent reauthorization shows broad support in the County.  

{End Draft News Release}

13. How much of your planned cash match is secured? How much still needs to be raised and what are your plans for raising additional funds? What is your back up plan if you are unable to raise those funds? Does the applicant understand that all overruns are the responsibility of the applicant/grantee? Describe any cash and in-kind partnerships established for this project. This does not include partners who have contributed to previous phases or partners that plan to contribute to future phases. Explain if partnerships were not possible or necessary for this project. Include all partner support letters in Part G and clearly label on the Table of Contents and the section cover page. Include match from all partners in the Part E Budget. All support letters must be dated within the last six months to be eligible.  

(5 points)

Fully 100% of the cash match is secured with $225,000 from the City of Englewood and $75,000 from the City of Sheridan. The cash match is in place and budgeted using Conservation Trust Funds and Arapahoe County Shareback Funds. The City of Englewood Council and Mayor are in support of funding the RiverRun Trailhead Phase II project and funds have been budgeted for construction of the RiverRun Trailhead in the City’s Five-Year Capital Master Plan. The City of Sheridan has likewise budgeted and committed its $75,000 contribution.

This project also enjoys the support of the members of the South Platte Working Group—the City of Englewood, the City of Sheridan, the City of Littleton, South Suburban Parks and Recreation District, Urban Drainage and Flood Control District and the Colorado Water and Conservation Board that have assisted with funding design and other technical services (though these are not part of the budget for the specific RiverRun Trailhead Phase II elements).

Because the matching funds are fully raised, in hand and committed, the City of Englewood does not believe a backup plan is necessary. However, in a very unlikely event of funds being needed, the City of Englewood would work with its partners to assure the improvements would be built and that the $500,000 ACOS grant is fully matched.

The City of Englewood also understands that any additional costs, overruns or changes are fully the responsibility of the City of Englewood.

14. Briefly discuss support from entities and user groups that are supporting the project in other ways than cash or in-kind contributions. Support letters should come from users, working groups, user groups, community members, volunteers, schools, etc. A
maximum of five (5) support letters should be attached in Part G and clearly labeled on the section cover page. All letters should be dated within the last six months. (5 points)

There is broad and overwhelming support for the RiverRun Trailhead both locally and throughout the region. This is led the South Platte Working Group members and the communities they represent. It is also reflected in plans, surveys and public meetings and events. Some leading examples of these include:

- Improved access to the river (Sheridan Night Out interactive booth, November 2015 Public Meeting).
- Events such as the June 2015 Kids on the River Event where school children were introduced to the concept of RiverRun and their input incorporated. 150 kids from the City of Englewood and the City of Sheridan attended the event.
- South Suburban District Survey by Public Opinion Strategies 2014—Telephone survey of 400 eligible voters across demographic lines in South Suburban District leading to successful mill levy vote: The survey (page 20) states that “Water tops list as a most important funding item on residents’ minds. 64% supported more funding for “Protecting and enhancing the High Line Canal Trail and the South Platte River Trail as well as other local trails”.
- The Gold Medal Citizens Report (South Suburban Parks and Recreation) 2014—Citizen planning committee report prepared with input from a 2013 survey by Public Opinion Strategies. The report (page 23) cites the importance of the river and improved access to it and “that the District should work cooperatively with a regional strategy to make these things happen.”
- The ETI Leisure Vision Survey and multiple public meetings and forums (Arapahoe County Open Space Master Plan 2010) cited broad support passive outdoor recreation spaces and river and stream access (investments kindred to RiverRun) as a priority. ETI is a professional survey firm that conducted a detailed scientific survey using questionnaires demographic sampling groups as part of the County Open Space Master Plan process in 2010.
- Improving recreational access there to (Trout Unlimited).
- Improvement to the character of the river corridor and access to its park and open space amenities (Multiple plans, public meetings and surveys).
- Creation of rest nooks/overlooks where people can relax and even sit and work on their laptops/smartphones (Sheridan Night Out interactive booth).

Agencies and businesses providing support letters have indicated the primary reasons as being enhancement to an underutilized area, providing river access, and numerous recreational opportunities that will be provided to the Cities of Englewood, Sheridan, and Littleton as well as all Arapahoe County residents as a regional attraction.
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Certification of accuracy for the information provided in Part F:
Applicant certifies that all of the above answers are accurate and that all information submitted is true to the best of their knowledge.

Authorized
(must be signed by highest authority in agency)

Print Name and Title:

Date:
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Part G - Attachments (10 points)
Use this as the table of contents cover page for the required application attachments.
Attachments in this section are supporting documentation to the questions answered in Part F.
To receive the full amount of points available for each question, sufficient supporting documentation must be attached. List all attachments in order, by name/title and by page number on the Table of Contents.
✓ Part A - Application Summary Form
✓ Part B - Minimum Qualifications and Eligibility Form
✓ Part C - Application Checklist
✓ Part D - Project Timeline (must be detailed)
✓ Part E - Project Budget Narrative and Forms (all forms must be completely filled out)
✓ Part F - Project Details (narrative response to project questions)
✓ Part G - Attachments (identify each attachment with the table of contents cover page and list attachments in the following order and label each attachment page at the top with a header and title)
1. Evidence of support from highest authority (official letter or resolution) - including commitment to complete and maintain the project; statement that matching funds are secured; acknowledgment of responsibility of cost overruns; and certification that the project will be open to the public or serve a public purpose upon completion See attached sample resolution.
2. Evidence of commitment to long-term maintenance, including the maintenance budget and agency capacity to maintain (letter from management/maintenance agency)
3. Evidence of property ownership/legal access (legal documentation)
4. Evidence of community support (letters of support - maximum of 5)
5. Documentation of opposition and responses (state if applicable)
6. Evidence of commitment from project partners (cash match/in-kind match support letters/partner support letters - no maximum)
7. Photos (pre-submittal)
8. Maps, Site Information and Site Visit Form (project location maps to include: site map, vicinity map, plan and project site visit form with driving directions)
9. GIS shapefile, if applicable (include on compact disc or thumb drive)
10. Other (clearly title: acquisition documentation: appraisal, preliminary title work, contract option (if applicable) or other supporting documents)

Applicant certifies that all of the above items are included in the application, in the order listed above, and that all information submitted is true to the best of their knowledge.

**Resolution from a Governing Body or an Official Letter from Highest Authority must include all listed applicable items and must designate a specific person to sign the grant agreement and related grant administration documents.**

2015 Large Grant Application
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G-1: Evidence of Support

RESOLUTION NO. 87
SERIES OF 2015

A RESOLUTION AUTHORIZING THE CITY’S ARAPAHOE COUNTY OPEN SPACE GRANT APPLICATION FOR THE CONSTRUCTION OF THE RIVERRUN TRAILHEAD PHASE II.

WHEREAS, Council authorized the application and acceptance of the Riverside Park planning grant in 2011 and in 2014 Council authorized an Intergovernmental agreement with Urban Drainage and Flood Control District to complete the design of the site; and

WHEREAS, Urban Drainage Flood Control District (UDFCD) is managing the river corridor project in partnership with the City of Englewood, City of Sheridan, South Suburban Parks and Recreation District, Colorado Water Conservation Board and Arapahoe County Open Space as part of the South Platte Working Group; and

WHEREAS, The South Platte Working Group members agreed that the river downstream of Oxford Avenue provided recreation and economic benefits for the entire region and this area was identified as RiverRun Trailhead; and

WHEREAS, the RiverRun Trailhead is a construction project along the South Platte River at Oxford Avenue and is destined to become a major focal point for bikers using the Mary Carter Greenway Trail as well as river enthusiasts enjoying kayaking and fishing; and

WHEREAS, these Trailhead amenities will include a large park pavilion, playground, restroom facilities, and ADA access to the South Platte River and regional trails; and

WHEREAS, the RiverRun Trailhead will be completed in multiple phases. Phase II – will include a large park pavilion, playground, restroom facilities, ADA access to the South Platte River and regional trail access; and

WHEREAS, the Englewood City Council authorized the application of ACOS Grant for RiverRun Trailhead Phase 1, with the passage of Resolution No. 5, Series of 2015; and

WHEREAS, the Englewood City Council authorized an intergovernmental agreement with Arapahoe County for the acceptance of ACOS Grant of the RiverRun Trailhead Phase 1 with the passage of Ordinance No. 27, Series of 2015; and

WHEREAS, the City’s Arapahoe County Open Space grant application will request $500,000 in grant funds with a required City cash match of $300,000 which has been budgeted; and

WHEREAS, Parks and Recreation will bring back an IGA for the acceptance of the ACOS Grant RiverRun Trailhead Phase II if awarded; and

WHEREAS, the Trailhead will be located on property owned by the City of Englewood next to the Broken Tee Golf Course which is located in the City of Sheridan; and

WHEREAS, there are no federal funds being used for the RiverRun Trailhead Phase II.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the attached application for an Arapahoe County Open Space Grant for the construction of the River Run Trailhead Phase II, attached hereto as Exhibit A.

ADOPTED AND APPROVED this 3rd day of August, 2015.
Arapahoe County Open Space and Trails Advisory Board  
6934 South Lima Street, Unit A  
Centennial, CO 80112  

July 1, 2015  

Re: Long-Term Park Maintenance  

Dear Open Space Advisory Board,  

The City of Englewood Parks and Recreation Department is committed to the long-term management and maintenance of all Englewood parks and park infrastructures within the City. The City of Englewood allocates funds for the long-term maintenance, repair and replacement of park infrastructure. Ongoing maintenance functions include: trash pickup, graffiti removal, restroom and picnic pavilion cleaning, trail and sidewalk maintenance, periodic playground equipment inspection and repairs, turf mowing and maintenance, tree, shrub and landscaping upkeep and lighting and plumbing repair and maintenance.

The Parks and Recreation Department is funded annually through the City of Englewood’s General Fund as part of the core services provided to the citizens of the City of Englewood. RiverRun Trailhead is currently included in all long-term maintenance programs and activities and will continue to be a part of these core services in the future.

Sincerely,

/\  
Jerrell Black  
Parks and Recreation Director
APPLICANT: City of Englewood
PROJECT TITLE: RiverRun Trailhead Phase II

G-3: Evidence of Property Ownership

Arapahoe County - Parcel Search

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<td>Englewood City Of</td>
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| Full Owner List: | Englewood City Of |
| Owner Address: | 1000 Englewood Pkwy |
| City/State/Zip: | Englewood, CO 80110-2373 |
| Neighborhood: | Englewood Ind Area |
| Neighborhood Code: | 3537.00 |
| Acreage: | 0.0080 |
| Land Use: | 03'4835504 |
| Legal Desc: | That Part Of The Sw 1/4 Sec 4-5-68 Desc As Beg At The Nw Cor Of Sd Sw 1/4 Th E 1845 Ft MIL Th Sw 141.15 Ft & 46.09 Ft Th Se 71.81 Ft Th Sw 94.85 Ft Th Se 104.93 Ft Th Sw 73.39 Ft Th S 78.65 Ft & 135.36 Ft Th Sw 440.93 Ft Th W 57.93 Ft Th S 177.87 Ft Th W 1948.2 Ft To A PI On The W Line Of Sd Nw 1/4 Th N To Beg Sec 4-5-68 |

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| 2013 Mill Levy: | 80.767 |

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Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

* Not all parcels have available photos / sketches.

In some cases a sketch may be difficult to read. Please contact the Assessor's Office for assistance. Measurements taken from the exterior of the building.

The Arapahoe County Assessor's Office does not warrant the accuracy of any sketch, nor assumes any responsibility or liability to any user.

Although some parcels may have multiple buildings and photos, at this time our system is limited to 1 sketch and 1 photo per parcel number. Sorry for the inconvenience.

New Search
June 29, 2015

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Advisory Board Members:

On behalf of the City of Englewood’s Parks and Recreation Commission, I am writing this letter in support of the City of Englewood Department of Parks and Recreation’s grant application for the RiverRun Trailhead.

The RiverRun Trailhead project will substantiate the City of Englewood’s dedication to its parks and the environment. This project will not only become a recreational destination for the entire region, but will also improve and restore the river and its habitats. The Trailhead will enhance the image of the City of Englewood within our own community; serving over 100,000 local residents and many more regionally of diverse incomes and ages in need of outdoor spaces. This recreational area will be a draw for bicyclists, kayakers, fishers and any outdoor enthusiasts of the general public and those requiring ADA access.

The City of Englewood’s Parks and Recreation Commission enthusiastically supports the RiverRun Trailhead and hopes the Arapahoe County Open Space will do the same and support the funding request for the project.

Sincerely,

Douglas Garrett
Chair
Englewood Parks and Recreation Commission
Dear Members of the Open Space and Trails Advisory Board:

As members of the South Platte Working Group, we are writing in support of the City of Englewood’s grant application to the Arapahoe County Open Spaces Program for the RiverRun Trailhead project.

This partnership project between Englewood and Sheridan is an integrated component of the overall river corridor project and is a very high priority of the South Platte Working Group. The RiverRun Trailhead is part of a larger vision, both for the site and the reach of the South Platte River from W. Union Avenue to W. Oxford Avenue, which envisions the river with improved access, whitewater recreation, trails, landscaping and other features. The RiverRun Trailhead will become a focal point in a larger, 2 mile-long, 250+ acre, river-oriented “Central Park” serving the South Metro area with green spaces, improved habitat and natural areas, water play, walking routes, and bike paths.

The RiverRun project and trailhead was identified as an important opportunity in the working group’s 2013 visioning charrette that engaged major stakeholders and landowners. Additionally, the RiverRun Trailhead meets the working group’s goals found in our 2012 Statement of Purpose. They include:

- To enhance the South Platte corridor as a recreational resource for the entire region;
- To restore and revitalize the river and its habitat while maintaining its role as a flood conveyance;
- To encourage and improve opportunities for education and understanding of the South Platte River’s health and its tributaries;
- To connect the communities to the river – through more consistent land use, economic development and coordinated policies.

The RiverRun Trailhead project is an outstanding example of leveraging resources and interagency cooperation to provide the greatest benefits to our communities and the entire metro area. The success of this important effort depends on the timely securing of funds from the key partners. A grant from Arapahoe County is a crucial part of ensuring that this ambitious, multifaceted project can move forward.

Sincerely,

The Members of the South Platte Working Group

(Please see next page for members.)
SOUTH PLATTE WORKING GROUP

Arapahoe County
Nancy Doty, Commissioner
Shannon Carter, Intergovernmental Relations and Open Spaces Director

City of Englewood
Randy Penn, Mayor
Eric Keck, City Manager

City of Sheridan
Sally Daigle, City Council
Devin Granbery, City Manager

Colorado Water Conservation Board
Joe Busto, South Platte River Coordinator

South Metro Land Conservancy
Bobbie Sheffield, Board Member

Arapahoe County Open Space & Trails Advisory Board
Bev Bradshaw, At Large Board Member

Town of Columbine Valley
Gale Christy, Mayor

City of Littleton
Debbie Brinkman, City Council
Michael Penny, City Manager

South Suburban Parks & Recreation District
Sue Rosser, Board Member
Deanna Heyn, Acting Executive Director

Urban Drainage & Flood Control District
Paul Hindman, Executive Director

South Suburban Park Foundation
David Bolt, Board Member
June 27, 2015

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Board Members,

I am writing this letter on behalf of Waste Management in support of the City of Englewood’s grant application for the RiverRun Trailhead along the South Platte River.

As a business located near the RiverRun Trailhead, we fully support the improvements and enhancements that will be made to the location adjacent to the South Platte River. The project will provide the citizens of the south Denver metro area access to the South Platte River by enhancing trail access and adding trail users. RiverRun Trailhead will also preserve the surrounding lands and enhance the wildlife habitat. Waste Management encourages improvements to all nearby areas in Englewood, especially those that encourage environmental sustainability and outdoor recreation.

Thank you for your consideration of the RiverRun Trailhead for Englewood’s Parks and Recreation Department.

Sincerely,

[Name]
Manager, Four Corners Area (CO, AZ, UT, NM)
Dear Arapahoe County Open Space Board,

As students at Sheridan High School, we spend a lot of time in our community. We were excited to learn about River Run Park because we need more fun places to hang out. We think River Run Park will be a great place to spend time with our friends and families.

This summer, we’ve learned a lot about urban waters and how to protect them because we are employees of Groundwork Denver, a non-profit that works along Bear Creek and the South Platte River.

We have done water quality work and have also picked up trash and weeds along the banks. It is sad to see how much trash is in the water and on the land. A grant from Arapahoe County Open Space grant can be used to build restrooms and picnic areas with trash cans. We think this will help with the trash problem.

Since most of us don’t drive, we’re concerned about having safe and easy ways to get to the Park. We visited the future site of the Park and think there are ways to make the Park entrance safer and cleaner with money from this grant.

We’re looking forward to spending time at River Run Park!

Sincerely,

Sheridan High School Students
G-5: Documentation of Opposition and Responses

There are no known statements of opposition to this project.
June 30, 2015

Arapahoe County Open Space
6934 S. Lima Street Unit A
Centennial, CO 80112

Re: Englewood ACOS Large Grant Application Fall 2015-Support letter and cash match

Dear ACOS Board Members,

I am writing this letter in support for the Englewood Department of Park and Recreation’s application for funds for the River Run Trailhead along the South Platte River.

Sheridan is not a well off community. We do not have a public swimming pool. Many of our citizens do not own cars. We have simple parks with recreational amenities geared towards very young children. In a recent encounter with a teen in our community, interest was expressed in having an area to hang out at by the river. The South Platte River does not currently offer safe access for recreation purposes. The goal of the River Run project is to offer a gathering spot for aquatic recreation, similar to that found at Confluence Park in Denver, but with even more amenities in the river and along its banks.

River Run Park will be an incredible recreational focal point along the South Platte River for people of all ages to easily walk to and enjoy. This is why the City of Sheridan is partnering with the City of Englewood, to make this park a reality. The City of Sheridan is also providing a cash match of $75,000 towards this grant. We hope that you will partner with us as well.

Funding from an Arapahoe County Open Space Grant will provide much needed financial assistance for the provision of restroom facilities, picnic tables, and basic utilities and landscaping for the park. Without this funding, many of these amenities will have to be scaled back or eliminated from the project.

Thank you for your consideration of this grant application for the River Run Trailhead in Englewood.

Sincerely, 

C. Devin Granbery
Sheridan City Manager

2015 Large Grant Application
Page 44 of 55
APPLICANT: City of Englewood
PROJECT TITLE: RiverRun Trailhead Phase II

G-7: Photos

RiverRun Trailhead view north- Mary Carter Greenway Trail Bridge

View south- East Bank of River
APPLICANT: City of Englewood
PROJECT TITLE: RiverRun Trailhead Phase II

G-7: Photos

View south- East Bank of River

RiverRun Trailhead view north-future site of Trailhead

2015 Large Grant Application
Page 46 of 55
G-7: Photos

Kids Review Plans and “Vote” for Improvements on the site/June 24, 2015
G-8: Site Map
G-8. Vicinity Map
G-8. Street Map
APPLICANT: City of Englewood
 PROJECT TITLE: RiverRun Trailhead Phase II

G-8: Site Visit Form

City of Englewood

Name of Applicant

RiverRun Trailhead Phase II

Title of Grant

Joe Sack, Recreation Services Manager

Primary Contact Name

Required for Site Visits:

1. Please provide the project address or the closest major intersection.
2. Please provide Point-To-Point Driving Directions from ACOS offices to project location. If you are providing an intersection, please provide Turn-By-Turn directions from ACOS to the intersection and then from the intersection to the project site (recommended site visit location).
3. Please attach driving directions to this form (behind). Yahoo driving directions are preferred.
4. Propose a meeting location at the project site.
5. Other important information. (Example: parking, clean restrooms on site or nearby, necessary walking from parking to site, any clarification needed from the attached maps)

Type requested site visit information here. Add driving direction behind this form as an attachment.

1. Project Address: 2101 West Oxford Avenue Englewood, CO 80110 (Oxford near S Santa Fe)
2. Point by Point Driving Directions: From 6924 Lima head toward Briarwood Ave. 0.3 mi; turn left onto E. Arapahoe Rd.; go 1.4 mi.; take ramp onto I-25 N go 4.2 mi; exit 201 to US 285 S go .2 mi.; turn left onto E. Hampton Ave. go 2.8 mi.; Continue on E. Jefferson Ave (US 285) go 1.9 mi.; take ramp onto S. Santa Fe Dr. (US 85) go 1 mi.; take right onto W. Oxford Avenue go .3 mi.  Arrive at Broken Tee Golf Course and Grill on right hand side of road. Enter and park in lot. Project site is immediately to the west on bank of South Platte River.
3. Driving Map Attached
4. Meeting Location: Meet at west end of the clubhouse parking lot proximate to the east abutment of the Mary Carter Trail Pedestrian Bridge.
5. Other Information: There are restrooms, water and snack bar in the Broken Tee Clubhouse that is just northeast (walking distance) of the project site.
G-9 GIS Shapefile

2077-04-03-00-071

RiverRun in Sheridan
G-10: Other (Landscape Architect’s Renderings)

Views of RiverRun Trailhead Amenities
10. Other: Landscape Architect's Renderings

View of Plaza Area at RiverRun Trailhead

View of River From RiverRun Trailhead
COUNCIL COMMUNICATION

Date: January 19, 2016
Agenda Item: 11 c i
Subject: Resolution Setting Wages for Non-Union Employees for 2016

Initiated By: Finance and Administrative Services Department
Staff Source: Vincent Vega, Human Resources Manager

PREVIOUS COUNCIL ACTION

City Council approved similar resolutions, which set wage increases for non-union employees for 2015.

RECOMMENDED ACTION

Staff recommends City Council approve the attached resolution setting wages for non-union employees in 2016 similar to those granted in the 2016 Collective Bargaining Agreement with the Englewood Employee Association (EEA).

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The 2016/2017 Collective Bargaining Agreement with the Englewood Employee Association (EEA) provides for a two to four percent (2% - 4%) wage increase depending on the employee's overall performance evaluation. Employees meeting or exceeding "expectations" will receive an increase in wages.

FINANCIAL IMPACT

The estimated cost of this increase is $288,129 for 2016 and is included in departmental budgets.

LIST OF ATTACHMENTS

Proposed Resolution
RESOLUTION NO. ______
SERIES OF 2016

A RESOLUTION SETTING WAGES FOR NON-UNION EMPLOYEES OF THE CITY OF ENGLEWOOD FOR 2016.

WHEREAS, the City Council of the City of Englewood approved wage increases for non-union employees for 2015 with the passage of Resolution 36, Series of 2015; and

WHEREAS, this Resolution will not apply to employees represented by a recognized collective bargaining unit in the City of Englewood because they are compensated by contract under separate resolutions; and

WHEREAS, by Charter amendment effective April 13, 1981, City Council provided for the establishment of managerial and supervisory employees within the service of the City of Englewood; and

WHEREAS, by virtue of the duties assigned to these positions by the City Manager or the City Attorney, it has been determined that they are confidential and therefore the City makes no promise of continuous employment, permanent employment or any specific length of employment and these employees are therefore excluded from membership, participation or representation in any collectively bargained employee system of the City of Englewood and are exempt from the Career Service System; and

WHEREAS, part-time benefit eligible employees are defined to be those working more than 20 and less than 40 hours per week; and

WHEREAS, City Council desires to establish a wage increase and benefits modification for directors, managerial, supervisory, confidential employees, and part-time benefit eligible employees for the year 2016; and

WHEREAS, these wage and benefits adjustments for non-union employees for the year 2016 shall be:

• A two percent to four percent (2% - 4%) wage increase depending on the employee’s overall performance evaluation. Only employees meeting or exceeding “expectations” receive an increase in wages.

• Wages will be increased based on employee performance as measured by performance evaluations scores. The increase range will be from 2% to 4% and will occur on employees’ evaluation dates. Employees must achieve a minimum of a “Meets Expectations” rating in order to be eligible for an increase.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:
Section 1. The Englewood City Council hereby approves 2016 wages for non-union employees as follows:

For the year 2016, wages for non-union employees will be increased based on employee performance as measured by performance evaluations scores. The increase range will be from 2% to 4% and will occur on employees’ evaluation dates. Employees must achieve a minimum of a “Meets Expectations” rating in order to be eligible for an increase.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST:

Joe Jefferson, 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 2016.

Loucrishia A. Ellis, City Clerk
COUNCIL COMMUNICATION

Date: Agenda Item: Subject:
January 19, 2016 11cii Resolution for Adoption of 2016 Compensation Plan

Initiated By: Staff Source:
Finance and Administrative Services Department Vincent Vega, Human Resources Manager

PREVIOUS COUNCIL ACTION

On May 4, 2015, City Council approved a Professional Services Agreement to have Mountain States Employers Council (MSEC) assist the City of Englewood with updating their compensation plan.

RECOMMENDED ACTION

Staff recommends City Council approve the attached resolution establishing a new compensation plan for 2016.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood's current compensation plan has not been reviewed since 2002 and is overdue for a comprehensive review. MSEC was enlisted to assist staff with their review of the current Compensation Plan by performing the following:

- Discuss strategic objectives/philosophy
- Review updated job descriptions
- Match jobs to survey description
- Obtain department director approval
- Collect salary survey data
- Design salary structure/conduct cost analysis
- Communicate program

Through this process a new compensation plan has been developed that consolidates 32 pay grades from our current plan to 16.

FINANCIAL IMPACT

The estimated cost to implement the 2016 Compensation Plan is $52,000.

LIST OF ATTACHMENTS

Proposed Resolution
RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION FOR THE ADOPTION OF THE CITY OF ENGLEWOOD 2016 COMPENSATION PLAN SALARY GRADES.

WHEREAS, in May, 2015 the City Council of the City of Englewood approved by Motion a Professional Services Agreement to have Mountain States Employers Council (MSEC) review the City’s Base Compensation Market Analysis and Update the Salary structure; and

WHEREAS, the City of Englewood’s Compensation Plan has not been reviewed since 2002; and

WHEREAS, through Mountain States process a new compensation has been developed and consolidates 32 pay grades from the current plan to 16 pay grades; and

WHEREAS, the passage of this Resolution allows the City of Englewood, Colorado to adopt the new 2016 Compensation Plan Salary Grades.

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

Section 1. The Englewood City Council hereby approves the adoption of the 2016 Compensation Plan Salary Grades, attached hereto as Exhibit A.

Section 2. The City Council of the City of Englewood approves the appropriation of an additional $52,000 to the 2016 Budget to implement these changes.

ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST: ____________________________________________

Joe Jefferson, 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 2016.

______________________________________________

Loucrishia A. Ellis, City Clerk
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COUNCIL COMMUNICATION

Meeting Date: January 19, 2016
Agenda Item: 11ciii
Subject: Colorado Dept. of Transportation E-Citation Grant – Tyler Technologies Agreement

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

PREVIOUS COUNCIL ACTION

Per Ordinance 55 (series of 2015), City Council has authorized our participation in the Colorado Dept. of Transportation E-Citation Grant program.

RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a sole-source Resolution authorizing the Englewood Police Department to sign an agreement with Tyler Technologies to purchase E-Ticketing equipment and software.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Colorado Department of Transportation (CDOT) 405C Traffic Records Program recently approved our application to purchase an E-Ticketing system that will be used by Patrol, Traffic and Parking Control. This system will help improve the completeness, accuracy, and uniformity of citations written by our officers; reduce the need for manual entry into our Records Management System (RMS); and will eliminate the need for citations to be hand-delivered to Municipal Court when using this system.

The Police Department is asking to sole-source this request for the following reasons:

- Tyler Technologies (formerly Brazos) is considered the leader in E-Ticketing. Currently, they are working with the following departments in Colorado:


- At a kick-off meeting with CDOT representatives, they advised Tyler is the most popular vendor and is used by 70% - 80% of the departments submitting grant requests.
• Tyler is totally compatible with our current RMS system and is a partnered vendor with Logistic Systems (LogiSYS).

• Tyler already has an interface with Judicial Enforcement Management System (JEMS) which is used by our Municipal Court. Although we still need to pay for this interface, it is far less expensive than if we were starting anew with a different vendor.

• The Department previously obtained an estimate from another vendor (which is our current e-ticketing vendor) to replace our current parking citation equipment and software. Their estimate was 165% higher than Tyler.

FINANCIAL IMPACT

The quote from Tyler for equipment and software is $49,360.00.

The total amount of the grant is $94,356.25. CDOT will pay 75% of the costs = $75,485.00. (We will initially be responsible for paying Tyler and will then request reimbursement from CDOT.)

The Police Dept. is required to provide a 25% match which equals $18,871.25. Our match will consist of personnel salaries during the implementation of the system, to include training, testing and initial use.

The funding for this purchase has been budgeted for in 2016 and will be paid from a “Capital Reimbursable” account.

(In regards to the Ordinance 55 which is referenced under “Previous Council Action,” I inadvertently wrote down the wrong percentages – 80% and 20%. It should have been 75% and 25% as stated above. The dollar amounts listed were correct.)

LIST OF ATTACHMENTS

Bill for an Ordinance
Tyler Technologies Agreement
A RESOLUTION AWARDING A SOLE SOURCE CONTRACT FOR THE PURCHASE OF E-
TICKETING EQUIPMENT AND SOFTWARE.

WHEREAS, Section 116(b) of the Englewood Home Rule Charter and Section 4-1-3-1 of the
Englewood Municipal Code 2000, allow contracts for public works or improvements to be
negotiated, provided that contracts for which no competitive bids have been requested to be
approved by resolution declaring the reason for the exception to the competitive bidding
requirement; and

WHEREAS, the Colorado Department of Transportation (CDOT) 405C Traffic Records
Program recently approved our application to purchase an E-Ticketing system that will be used
by Patrol, Traffic and Parking Control; and

WHEREAS, the system will help improve the completeness, accuracy and uniformity of
citations written by Englewood Police officers; reduce the need for manual entry into the Records
Management System (RMS); and will eliminate the need for citations to be hand-delivered to
Municipal Court when using this system; and

WHEREAS, Tyler Technologies is considered the leader in E-Ticketing and are currently
working with other Colorado Police Departments; and

WHEREAS, Tyler is compatible with the current Records Management System and is a
partnered vendor with Logistic Systems (LogiSYS); and

WHEREAS, Tyler already has an interface with Judicial Enforcement Management System
(JEMS) which is used by the Englewood Municipal Court; the compatibility with our current
system will be far less expensive than starting anew with a different vendor; and

WHEREAS, the quote from Tyler for equipment and software is $49,360.00; and the total
amount of the CDOT Grant is $94,356.25 of which CDOT will pay 75% of the costs =
$75,485.00 and the City is required to provide a 25% match = $18,871.25; which will consist of
personnel salaries during the implementation of the system, to include training, testing and initial
use; and

WHEREAS, the City will be responsible for paying Tyler and will then request reimbursement
from CDOT.

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

Section 1. The Englewood City Council hereby authorizes the contract with Tyler
Technologies, in lieu of the competitive bid process as allowed by Section 116(b) of the
Englewood Home Rule Charter in the amount of $49,360, attached hereto as Exhibit A.

Section 2. The Chief of Police of the City of Englewood is hereby authorized to sign said
Tyler Technologies Agreement for and on behalf of the City of Englewood.
ADOPTED AND APPROVED this 19th day of January, 2016.

ATTEST:

Joe Jefferson, 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 2016.

Loucrishia A. Ellis, City Clerk
LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- “Agreement” means this License and Services Agreement.
- “Business Travel Policy” means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- “Client” means City of Englewood.
- “Defect” means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- “Developer” means a third party who owns the intellectual property rights to Third Party Software.
- “Documentation” means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- “Effective Date” means the date on which your authorized representative signs the Agreement.
- “Force Majeure” means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- “Hosting Services” means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary, for the fees set forth therein.
- “Investment Summary” means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- “Invoicing and Payment Policy” means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- “Maintenance and Support Agreement” means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- “SLA” means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit C.
- “Support Call Process” means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
"Third Party End User License Agreement(s)" means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit E.

"Third Party Hardware" means the third party hardware, if any, identified in the Investment Summary.


"Third Party Services" means the services provided by third parties, if any, identified in the Investment Summary.

"Third Party Software" means the third party software, if any, identified in the Investment Summary.

"Tyler" means Tyler Technologies, Inc., a Delaware corporation.

"Tyler Software" means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.

"we", "us", "our" and similar terms mean Tyler.

"you" and similar terms mean Client.

SECTION B – HARDWARE AND SOFTWARE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. The Tyler Software is licensed, not sold.

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Escrow.** We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee (currently $750) directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. **Limited Warranty.** We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

5. **Hardware.** We agree to sell to you the hardware (which may include Third Party Hardware) identified in the Investment Summary.

**SECTION C – PROFESSIONAL SERVICES**

1. **Services.** We will provide you the services, if any, itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.

2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the requested services. We will bill you the actual fees incurred based on the in-scope services provided to you.

3. **Additional Services.** The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.

7. **Client Assistance.** You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required. This cooperation includes at least working with us to schedule the services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

**SECTION D - MAINTENANCE AND SUPPORT**

1. This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

2. If you have opted not to purchase ongoing maintenance and support services or fail to make timely payment under this Agreement, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software Products on a time and materials basis. In addition, you will:

   (i) receive the lowest priority under our Support Call Process;
   (ii) be required to purchase new releases of the Tyler Software Products, including fixes, enhancements and patches;
   (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software Products;
   (iv) be charged for a minimum of two (2) hours of support services for every support call; and
   (v) not be granted access to the support website for the Tyler Software Products or the Tyler Community Forum;

**SECTION E - THIRD PARTY PRODUCTS**

1. **Third Party Hardware.** We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. **Third Party Software.** Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F - HOSTING SERVICES

1. We will either host or engage Third Party Services in order to host the Tyler Software set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement. If you fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.

2. We will utilize hosting services through a Third Party Services provider, Rackspace, in accordance with the terms set forth in the Investment Summary. The fees contained in the Investment Summary are subject to annual increases. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Tyler Software is transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.

3. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially
reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Invoicing and Payment.** We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2).

2. **Invoice Disputes.** If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

SECTION H - TERMINATION

1. **Term.** The initial term of this Agreement is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, at our then-current rates, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.

2. **For Cause.** You may terminate this Agreement for cause in the event we don’t cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section J(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

3. **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You will not use a termination for lack of appropriations as a substitute for termination for convenience.

The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the
execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment obligations of 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.

4. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section 1(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.

1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. Property Damage and Personal Injury Indemnification:

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon written request.

SECTION J – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet at your office within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to
disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the
dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction.
Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute
resolution procedures.

4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales,
use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate.
Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such
taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are
responsible for paying our income taxes, both federal and state, as applicable, arising from our
performance of this Agreement.

5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment
concerning the performance of our responsibilities under this Agreement. This discrimination prohibition
will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with
respect to any matter directly or indirectly relating to employment concerning race, color, religion,
national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability
to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.
We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable
law.

6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S.
Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written
consent, not to be unreasonably withheld.

8. **No Assignment.** Neither party may assign this Agreement without the prior written consent of the other
party; provided, however, that your consent is not required in the event we have a change of control.

9. **Force Majeure.** Neither party will be liable for delays in performing its obligations under this Agreement to
the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business
days of the Force Majeure event, the party whose performance is delayed provides the other party with
written notice explaining the cause and extent thereof, as well as a request for a reasonable time
extension equal to the estimated duration of the Force Majeure event.

10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us.
No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to
make any claim or assert any right under this Agreement. This provision does not affect the rights of third
parties under any Third Party End User License Agreement(s).

11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us
with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and
representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be
modified by a written amendment signed by an authorized representative of each party.
12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.

15. **Notices.** All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;

(c) a party receives from a third party who has a right to disclose it to the receiving party; or

(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so
that we may timely obtain such license.

19. **Client Authority.** You represent and warrant that you enter into this Agreement with the approval of your governing body and in accordance with all applicable statutory requirements.

20. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without regard to its rules on conflicts of law.

21. **Multiple Originals and Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

22. **Contract Documents.** This Agreement includes the following exhibits:

- Exhibit A  Investment Summary
- Exhibit B  Invoicing and Payment Policy
- Exhibit C  Maintenance and Support Agreement
- Exhibit D  Statement of Work
- Schedule 1: Business Travel Policy
- Schedule 1: Service Level Agreement
- Schedule 2: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.  
Local Government Division

By: ___________________________  By: ___________________________
Name: ___________________________  Name: ___________________________
Title: ___________________________  Title: ___________________________
Date: ___________________________  Date: ___________________________

Address for Notices:
   Tyler Technologies, Inc.
   5519 53rd Street
   Lubbock, Texas 79414
   Attention: Brett Cate

City of Englewood:

Address for Notices:
   City of Englewood
   3615 South Elati Street
   Englewood, CO 80110
   Attention: ___________________________
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to you under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
<table>
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<tr>
<th>Quantity</th>
<th>Mfg_PartNumber</th>
<th>Product Description</th>
<th>Sales Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>10.00</td>
<td>LIC: REF License - PDA</td>
<td>LICENSE: Brazos Rapid Extension Framework (REF) Software License - PDA (annual maintenance fees apply)</td>
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<td>INTERFACE: CSDC/PCSS/JEMS Court Case Management System (Annual Maintenance Fees apply)</td>
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<td>INTERFACE: LogiSYS Records Management System. (Annual Maintenance Fees apply)</td>
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<td>$ 0.00</td>
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<td>1.00</td>
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<td>Standard Training Package: INCLUDES: Two (2) days (onsite) officer/employee training including classroom and OJT training (maximum group size = 14); Online Reference Materials; One (1) day (remote) administrator training</td>
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<td>Motorola, MC67, GPS, 4G WWAN HSPA+ and 3.5G CDMA Verizon, WLAN 802.11 A/B/G/N, 2D DL Imager, camera, WM 6.5, 1GB/8GB, QWERTY key, Bluetooth, extended 1.5X 3600 MAH battery</td>
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<tr>
<td>3.00</td>
<td>SAC5500-400CES</td>
<td>Motorola, MC55/MC55, battery charger kit, 4-slot includes power supply PWRS-14000-148R and US AC line cord 23844-00-00R (replaces SAC5500-400CR)</td>
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<td>$ 540.00</td>
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<td>ZEBRA, CONSUMABLES, Z-SELECT 4000D 3.2 MIL RECEIPT PAPER, DIRECT THERMAL, 3&quot; X 81.25', 0.75&quot; CORE, 2.25&quot; OD, 25 YEAR ARCHIVABILITY, 36 ROLLS PER CASE, PRICED PER CASE</td>
<td>$75.00</td>
<td>$75.00</td>
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<td>10.00</td>
<td>AK18913-002</td>
<td>ZEBRA, ACCESSORY, P4T AND ZQ500, AC ADAPTOR, US CABLE (FOR USE WITH P4T OR SPARE POWER SUPPLY FOR ZQ5 4 BAY POWER STATION)</td>
<td>$60.00</td>
<td>$600.00</td>
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</table>

Subtotal $49,360.00

Grand Total $49,360.00
eCitation & eParking System
(10 UNITS)

Annual Recurring Fees

Presented to:
ENGLEWOOD, CO

Submitted by:
Bill Williams
(979) 690-2811 X1506
Tyler Technologies Corporation
P.O. Box 10713, College Station, TX 77842

Proposal Date:
November 18, 2015

<table>
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<th>Annual Recurring Fees</th>
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<tr>
<td>Interface to Court System (JEMS)</td>
<td>$1,000</td>
<td>$1,000</td>
<td>1</td>
<td>$1,000</td>
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<tr>
<td>Interface to RMS System (LogiSYS)</td>
<td>$1,000</td>
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<td>1</td>
<td>$1,000</td>
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<tr>
<td><strong>TOTAL</strong></td>
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<td></td>
<td></td>
<td><strong>$4,500</strong></td>
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Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Invoicing: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

1. Tyler Software.
   1.1 License Fees: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the “Available Download Date”); and (c) 15% on the earlier of first use of the Tyler Software in live production or (180) days after the Available Download Date.
   1.2 Maintenance and Support Fees: Maintenance and support fees for the first annual term are included in the license fees. Subsequent maintenance and support fees, at Tyler’s then-current rates, are invoiced annually in advance on the anniversary of the Effective Date.

2. Professional Services.
   2.1 Professional Services: Professional services are billed as delivered and invoiced as incurred.
   2.2 Requested Modifications to the Tyler Software: Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Other Services and Fees.
   3.1 Hosting Fees: Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.
   4.1 Third Party Software License Fees: License fees for Third Party Software are invoiced when we make it available to you for downloading.
4.2 Third Party Software Maintenance: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

4.3 Third Party Hardware: Third Party Hardware costs are invoiced upon delivery.

4.4 Third Party Services: Third Party Services fees are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating
1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.
B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.
A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

**Departure Day**

- Depart before 12:00 noon: Lunch and dinner
- Depart after 12:00 noon: Dinner

**Return Day**

- Return before 12:00 noon: Breakfast
- Return between 12:00 noon & 7:00 p.m.: Breakfast and lunch
- Return after 7:00 p.m.: Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast: 15%
- Lunch: 25%
- Dinner: 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m. *

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their email at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee’s hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.
Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

2. **Maintenance and Support Fees.** Your initial maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. **Maintenance and Support Services.** As long as you are trained on the Tyler Software, and timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;

   3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as
well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can’t resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates. We do not guarantee resolution of a Defect in a version of the Tyler Software Products older than one version behind the then-current release. We reserve the right to decline support calls from users who have not received the required training on the Tyler Software.

6. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 2.
Agreement Overview

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that Client has requested Tyler to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from Client's applications, content or equipment, or the acts or omissions of any of Client's service users or third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for Client's use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

Client Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. Client may escalate through the hosting hotline. Client will receive a support incident number. Any Downtime is measured from the time Tyler intakes Client's support incident.

To track attainment, Client must document, in writing, all Downtime that Client has experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar
quarter. Client must deliver such documentation to Tyler within thirty (30) days of a billing cycle’s end.

The documentation County provides must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When Tyler’s support team receives a call from Client that a Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of Client’s Downtime report, outlined above, Tyler will compare that report to Tyler’s own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to Client’s Downtime report within thirty (30) days of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to Client’s confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client’s total credits will be doubled, with equal relief being provided in that later billing cycle.

**Client Relief Schedule**

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<th>Actual Attainment</th>
<th>Client Relief</th>
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</thead>
<tbody>
<tr>
<td>100%</td>
<td>98-99%</td>
<td>Remedial action will be taken at no additional cost to Client.</td>
</tr>
<tr>
<td>100%</td>
<td>95-97%</td>
<td>Remedial action will be taken at no additional cost to Client. 4% credit of fee for affected billing cycle will be posted to next billing cycle</td>
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</table>
Client may request a report from Tyler that documents the preceding billing cycle’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks’ advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

Force Majeure

Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will include the details and circumstances supporting Tyler’s request for relief with clear and convincing evidence pursuant to this provision. Client will not unreasonably withhold its acceptance of such a request.
Local Government Division Support Call Process

Products Covered

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<th>Incode</th>
<th>Incode CIS/CRM</th>
<th>Incode Court Case Management</th>
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<tr>
<td>Incode Tyler Public Safety</td>
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<td></td>
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<td>Eagle:</td>
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<td></td>
<td></td>
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<td>Eagle Recording</td>
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<td>Eagle Tax (Assessor/Treasurer)</td>
<td>Tyler Content Manager</td>
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<tr>
<td>Other</td>
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<td>Infinite Visions</td>
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Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

1. Telephone — for urgent or complex questions, users receive toll-free, unlimited telephone software support.
2. Email — for less urgent situations, users may submit unlimited emails directly to the software support group. Email will be used for responses.
3. On-line submission — for less urgent and project-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
4. Tyler Community — an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to support one another, share best practices and resources, and access documentation.

During the Implementation to Support handoff meeting, at the conclusion of the client’s project, Tyler representatives will provide the most current toll-free telephone number and email address for submitting support incidents, based on the software licensed.

Support Availability

Our established software support hours are Monday through Friday from 7:00 AM – 7:00 PM Central Time.

Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

<table>
<thead>
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<th>Holiday</th>
<th>Days</th>
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</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Christmas Eve</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Christmas Day</td>
</tr>
</tbody>
</table>

The hours and holiday schedule set forth above does not apply to users of Tyler Public Safety, who have 24/7/365 access to software support personnel for critical issues. Each incident will be billed at the hourly
rate and minimum charges, according to the terms of our then-current Tyler Public Safety 24/7/365 Support document. Our current Tyler Public Safety 24/7/365 Support document is provided below.

Issue Handling

Incident Tracking
When a support incident cannot be resolved during its initiation, the client receives an incident tracking number for that issue. The incident tracking number is used to track and reference open issues when clients contact support.

Incident Escalation
Tyler's software support consists of four levels of personnel:

1. Software Support Analysts — front-line representatives
2. Software Support Advisors — more senior in their support role, the Advisors assist Software Support Analysts and take on escalated issues
3. Software Support Team Leads — responsible for the day-to-day supervision of Analysts and Advisors and may assist in incident escalations
4. Software Support Managers — responsible for the management of support teams for either a single product or a product group

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

1. Telephone — for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
2. Email — clients can send an email to software support in order to escalate the priority of an issue
3. On-line Support Incident Portal — by logging into the client incident portal and referencing the appropriate incident tracking number, clients can modify the priority of an issue.

Incident Priority
Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the below chart. The goal of this structure is to clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.
<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Characteristics of Support Incident</th>
<th>Resolution Targets</th>
<th>Development Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.</td>
<td>Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.</td>
<td>Hot Fix – Emergency patch to software as soon as possible</td>
</tr>
<tr>
<td>2</td>
<td>Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.</td>
<td>Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedures within five (5) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.</td>
<td>Regularly-scheduled patch</td>
</tr>
<tr>
<td>3</td>
<td>Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.</td>
<td>Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.</td>
<td>Next Release – Scheduled for the next major release</td>
</tr>
</tbody>
</table>
### Exhibit C

#### Schedule 2

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Characteristics of Support Incident</th>
<th>Resolution Targets</th>
<th>Development Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Support Incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.</td>
<td>Tyler shall provide an initial response to Priority Level 4 Incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents within two version release cycles and a cosmetic or other support incident that does not qualify as any other Priority Level incident with a future version release.</td>
<td>Future release – not scheduled; reviewed at next planning stage</td>
</tr>
</tbody>
</table>

---

## Hardware and Other Systems

If in the process of diagnosing a software support issue it is discovered that a peripheral system or its software is the cause of the issue, Tyler will notify the client so that the client may contact the support agency for that peripheral system. Tyler cannot support or maintain third-party software or hardware.

In order for Tyler to provide the highest level of software support, the client bears the following responsibility related to hardware and software:

1. All infrastructure executing Tyler software shall be managed by the client.
2. Support contracts for all third-party software (ex: operating systems, database management systems) associated with Tyler software shall be maintained. Tyler does not support these third-party products.
3. Daily database backups must be performed; client shall verify the backups are successful.
Tyler Public Safety 24/7 Support

Overview

The purpose of Tyler Public Safety (TPS) 24/7 Support is to provide Tyler Public Safety clients with after-hours support for only critical Public Safety software issues. Support is considered to be after-hours if an incident is reported before 7:00 AM or after 7:00 PM (Central) on normal business days, or any time on weekends and holidays. Calls received outside normal support hours are routed to an answering service equipped to record information regarding the incident. The call center contacts Tyler Public Safety Support personnel via telephone and email with instructions for client call back. The Tyler staff handling the issue contacts the reporting client to troubleshoot the issue through to resolution, calling on second-level resources if necessary to address solutions or conflicts.

Pricing

If, after contacting the client, the Tyler staff determines the incident to be an issue with the client's hardware or non-TPS software, the client will be billed $250.00/hour, with a one-hour minimum. If the issue is determined to be a fault of the Tyler software, the customer will not be billed. Clients are encouraged to first contact their own IT personnel to diagnose the issue and avoid a charge.

Process

Personnel involved in Tyler Public Safety 24/7 Support have domain knowledge and skills to resolve critical issues. They include:

(1) Primary on-call contact
(2) Secondary on-call contact
(3) Extended support team staff - utilized in the event additional resources or domain experience, such as development expertise, is required. Development resources will be utilized after hours only if the supported system is completely down due to a programmatic issue. All other development issues will be reported to development and worked on the following business day.

Figure 1 - Contact Flow Illustrates the following:

(1) Outside published support hours, client calls the toll-free telephone number provided during the Implementation to Support Handoff meeting
(2) Call is auto-routed to an answering service; answering service personnel gather requisite information about the incident
(3) Answering service staff calls the primary on-call contact; answering service staff calls the secondary on-call contact if unable to speak with the primary on-call contact or other backup staff
(4) Answering service staff submits issue to a group email, resulting in the creation of an incident in Tyler's incident tracking system

Services Provided

Support services consist of diagnosis and resolution of catastrophic systemic issues that cause failure of live Tyler Public Safety software. The client site must be able to provide Tyler access to all servers involved with the TPS software, application server, and SQL Server. Access to the module with the issue is also required.
Supported issues include:

- Inability to run CAD
- Inability to create or close calls in the CAD screen
- Inability to activate officers in dispatch
- Inability to assign officers to a call in the Dispatch screen
- Inability to change the status of calls in the Dispatch screen
- Inability of all users to log into Mobile CAD
- Inability of all users to run NCIC queries (if applicable)
- Inability to use the RMS system
- Inability of all mobile users to access Mobile RMS
- Inability of all mobile users to access Mobile Citations

Non Supported issues include:

- One user or one workstation cannot get in software (unless this is a dispatch station in dispatch)
- One user cannot get into CAD or get NCIC returns
- Password issues
- Easy Street Draw, Scene PD, Smart Roads (non-TPS Software)
- Inability to print from a specific workstation or user, or inability to print a specific incident, arrest number, etc.
- Issues related to NetMotion (used for Mobile CAD VPN), Citrix, or Terminal Server, used for Mobile RMS and Mobile Citations. (These are not Tyler Products – we can assist with troubleshooting issues with these, but it will be billable time)
Figure 1 – Contact Flow

Call Center

First-Level On-Call Staff

Contact Y/N?

Second-Level On-Call Staff

Second-Level Backup

Contact Y/N?

Tyler staff contacts the client; call center emails distribution group.

Tyler staff contacts the client; call center emails distribution group.
Statement of Work

Brazos eCitation & eParking
Software and Implementation Services

Prepared for:

The City of Englewood, CO

Prepared by:

Tyler Technologies, Inc.
www.tylertechnologies.com

December 1st, 2015
Acronyms

The following acronyms are used throughout the SOW.

- WP – Work Plan
- RMS – Records Management System
- CMS – Court Management System
- ECS – Electronic Citation System
- PDA – Portable Data Assistant (any handheld or other mobile platform running a standard operating system)
- SYNC – A process through which citation data is transmitted from the Device to the Brazos Server, and through which new software updates are transmitted from the Brazos Server to the device.

Definitions

The following definitions are used throughout the SOW.

- Acceptance of Deliverable - Written notification from the City of Englewood to Tyler, signed by the responsible the City of Englewood Project Manager, indicating that the Deliverable has been evaluated and satisfies the Acceptance Criteria of each Deliverable
- Deliverables - Any materials procured or prepared by Brazos or services provided by Tyler to the City of Englewood
PROJECT SCOPE & SUMMARY

This Statement of Work provides the understanding of the objectives, approach, schedule, and deliverables for this engagement.

Any standard interfaces purchased are detailed in SOW Attachment D – Brazos Solutions Summary. It is important for the Client to read the portion of the Attachment related to each interface purchased to understand its full functionality.

The summary scope of this project includes the following:

1. The ECS will, at a minimum, conform to the requirements as outlined in the final proposal (Englewood CA – Initial 10 Units – eCit eParking_v2). It is expected that further details of how each requirement will be accomplished will be determined at the Kick-Off Meeting and subsequent requirements gathering meetings.

2. Once the citation information is captured in the ECS, it must be sent to the correct systems with no manual data entry, except for specific approvals to be defined later.

3. The ECS must provide intuitive, easy-to-use software that requires minimal training.

4. The ECS will provide the ability to add additional customized forms (at additional cost) – that also meet the flow process as desired by the client.

5. The ECS must enable officers to enter text notes (voice recording will also be available).

6. The ECS must support the Court’s citation numbering system.

7. The ECS must allow the client to customize the layout of the citation printout.

8. The ECS must create an electronic data file when a citation is completed and approved and provide the ability to transfer that data file which will then be made available for import into CMS / RMS systems as specified in the contract.

9. The ECS will include a Citation Entry Screen (CES) that will allow authorized users with the ability to enter data from manual (paper) citations into the ECS through the secure web portal.
Implementation Stages

Tyler provides a well-defined, multi-stage roadmap which can be applied to a single phase project or to projects with multiple phases. For multi-phase projects, the stages are repeated as necessary.
Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acknowledgement Form (see SOW Attachment A (sample) – Work Acknowledgement Form) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

DATA CONVERSION

Data Conversion is referenced in the implementation stages methodology graphic, however no data conversion is included within the scope of this project for the City of Englewood. The graphic is representative of the standard implementation methodology utilized throughout the various product lines offered by Tyler Technologies.

KEY PROJECT ASSUMPTIONS

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- Client shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- Client will allow users unauthenticated access the following web addresses to ensure adequate access to system resources:
  - www.brazostech.com
  - My.brazostech.com
  - Get.brazostech.com
  - Support.brazostech.com
- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Client is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.
• Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
• Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).
• All deliverables and timelines assigned to the Client will be held to the same standards of delivery as those assigned to Tyler Technologies.
• Installation of Hardware required in City Vehicles shall be completed by City Personnel and facilities.
• The Client will deploy initially on Ten (10) PDA's (Zebra MC67s).
• Deployment of the Tyler Brazos ECS for the Client will utilize Tyler’s hosted server environment.
• All Client personnel involved in the Pilot Project will participate fully in the training provided by Tyler Technologies.
• The Interface to any CMS / RMS systems is included in this Phase of the project and will include the synchronization of tables/files.

OUT OF SCOPE
• Custom interfaces. Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. There are no custom interfaces included in the scope of the agreement unless detailed in Attachment D – Brazos Solutions Summary
• Custom Reports. Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in Attachment D – Brazos Solutions Summary
• Undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
• Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional time and/or costs. Client may have access to built-in configuration tools, so, when available, is free to reconfigure or create a new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.
RISK / MITIGATION STRATEGY

Unavailability / Incompatibility of Staff

Risk: Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or the employee’s departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

Client Staff unavailability

Risk: Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler for timely decisions and or directions.

Mitigation: Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

Scope Changes

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party’s knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs
overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Achievable Goals
Risk: The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

Mitigation: The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have “signed off” on the requirements.

Technology Age
Risk: This risk is highly dependent on the choice of Tyler products, the PDA’s to be used for data capture, and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust enough to meet the Client’s needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

Mitigation: Tyler will assist Client in determining optimal technology and plans to guard against premature obsolescence.

CRITICAL SUCCESS FACTORS
In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler; identifying and monitoring project risks, and promoting strong project communication.

• Knowledge Transfer - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.
• **Dedicated Client Participation** – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.

• **Acknowledgement Process** – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

As resources are consumed, Tyler shall provide the Client with a Work Acknowledgement Form (see Attachment A-(Sample) Work Acknowledgement Form) to formalize receipt. The Work Acknowledgement Form is subsequently signed by the appropriate Client stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler’s Professional Services Division has established the following rule: A Signed Work Acknowledgement Form (see Attachment A) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

• **Managing Project Scope** – In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs.

Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

**FUTURE AMENDMENTS TO SCOPE**

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no
new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

PROJECT MANAGEMENT
Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Client Project Manager/Stakeholders.

STAFFING
Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill set and other soft skills of resources deemed compatible to the success of the project.

Tyler Brazos Team

Project Manager – TBD
As Project Manager, TBD will be responsible for establishing and administering controls to ensure the quality of deliverables are acceptable to the Client, monitoring project activities to ensure project schedules are met, and providing monthly Full Status Meetings. Project Manager will be able to authorize changes and will be expected to refer any problems or issues that cannot be resolved by on-site implementation staff to company management.

Technical Lead – TBD
The Technical Lead, will be responsible for design and architecture of the Tyler Brazos software
Training Lead – TBD

The Training Lead will be responsible for ensuring that all the Client Personnel specified in this SOW are appropriately trained according to the requirements of their participation in the project.

CITY OF ENGLEWOOD Team

Project Manager – TBD

The Project Manager for the Client will be responsible for establishing and administering controls to ensure the quality of deliverables are acceptable to the Client. The Project Manager will also make decisions about any changes to the implementation plan or technical aspects of the system.

Resource – Department Lead (POLICE) – TBD

Resource – Department Lead (COURT) – TBD

Resource – Department Lead (IT) – TBD

PROJECT SCHEDULE

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule. A Sample Project Schedule is included in Attachment E – Deliverables and Project Schedule.

DEVELOPMENT TOOLS

No special development tools are required for the Tyler software. Tyler source code is not accessible (unless through the requirements of an Escrow Agreement).

The configuration tools are built into the software; and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools. If assistance using these tools is required, additional change orders may apply.
Documentation

Tyler-provided documentation

Over the course of the 6 stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Other documentation as required for the specifics of the project.

Client-provided documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, Client’s assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API’s) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data, when applicable, in a format suitable for conversion into the Tyler System (please refer to section titled Data Conversion)
- Workflow documentation on the Client’s current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee Schedules, when applicable
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.

PROJECT STATUS MEETINGS

Communication is crucial to the success of the project. Regular communication between Tyler and the Client staff are required.

Full Status Meetings

Monthly Reports to the Client Staff (may be done remotely)

- Presented by Tyler project manager
- The full status meeting schedule will begin upon acceptance of the SOW
- Status of major activities
- Target dates for completion of remaining tasks
• Potential delays in reaching target dates and the basis for those delays
• Proposed revisions to the overall work schedule — if any

Progress Meetings
Bi-weekly In Writing — prepared by Tyler Project Manager
• Recap of previous period’s work
• Preview of next period’s tasks
• Status of major activities
• Target dates for completion of remaining tasks
• Potential delays in reaching target dates and the basis for those delays
• Proposed revisions to the overall work schedule — if any

Communication Plan
• The purpose of the Communication Plan is to define and document ongoing communication commitments between Tyler and the Client. The Project Manager will provide a contact list to Tyler for each agency representative for direct communications with that respective agency. These individuals will be responsible for department policy, budget and overall strategic direction of the project.
• The Tyler Project Manager, will create, maintain and distribute a contact list for all Project Team members. This list will be distributed to all Team members as required or requested via email and will include phone extension, cell number, email addresses, etc. of all Tyler Project Team members, the Client Project Team members as applicable.
SOW ATTACHMENTS LISTING

SOW Attachment A – (Sample) Work Acknowledgement Form
This form provides the means for the Client to accept work provided or provide reason for denial of a work.

SOW Attachment B – (Sample) Change Order Form
Any change in the project must have a completed and approved Change Order.

SOW Attachment C - Hardware / Software Requirements
This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.

SOW Attachment D – Brazos Solutions Summary
This document provides a summary description of the purpose and function of the Brazos Applications included in the scope of this project

SOW Attachment E – Deliverables and Project Schedule
This document provides a summary description of the purpose and function of the Brazos Applications included in the scope of this project
Attachment A – Work Acknowledgment

Work Acknowledgment

Client: ____________________
Date: ____________________
Visit/Deliverable: ____________________

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<thead>
<tr>
<th>Accomplishments</th>
<th>Performed by</th>
<th>Notes</th>
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☐ I am satisfied with the work performed for this stage, and/or deliverable.

☐ I am NOT satisfied with the work performed for this stage, and/or deliverable.

In an effort to ensure quality and complete satisfaction with each phase of the project Tyler Technology’s Professional Services division has established the following rules:

1. Projects will not be allowed to move from one phase to another without a sign off indicating satisfaction with the work performed. The Tyler Technology project team will immediately stop all other tasks, complete the phase at hand, and obtain sign off before moving to the next phase.

2. Customer understands that any payment not received within 30 days of invoice will result in work stoppage. All related project tasks will be stopped until payment is received.

Print Name: ____________________
Signature: ____________________
Date: ____________________

(Please return signed copy to the Tyler Technology project team)
Attachment B—Change Order Form

Change Order Form

Client: _____________________________________________

Date: ________________________________

Generated By: ______________________________________

Authorized By: ______________________________________

Change Overview:


Narrative Description of Change:


Impact of Change:

Schedule Impact: Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

<table>
<thead>
<tr>
<th>Task</th>
<th>Proposed Date Changes</th>
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Cost Impact:

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<th>Change Detail</th>
<th>Credit</th>
<th>Debit</th>
<th>Total</th>
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Revision No.: ________________________

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change order to the Tyler Technologies Project Manager.

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<tr>
<th>Date Approved</th>
<th>Comments</th>
<th>Approved By</th>
<th>Signature</th>
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Statement of Work: Attachment C - Hardware / Software Requirements

Brazos eCitation – Hardware

If you have any questions about this document, please contact your Project Manager.

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

LOCALLY INSTALLED SERVER SPECIFICATIONS

NOT APPLICABLE WITH THIS PROJECT
Attachment D – Brazos Solutions Summary

Brazos eCitation Applications

Tyler Technologies will work with the Client to deliver the Electronic Citation System (ECS). The system will be installed on City of Englewood’s PDA’s and allow officers to capture all information for citations/warnings, print a copy of the citation for the violator, and electronically transfer all information into the respective Court system(s).

Tyler is committed to delivering a successful Electronic Citation System (ECS) project to our customers. Our implementation approach has been highly successful, and we feel that this process provides the best method to minimize risks and ensure a successful project. The key is to involve the customer in all phases of developing and implementing software specifically for them, to meet their specific needs. This process is comprised of the following:

- Kick-off Meeting. An on-site meeting or conference call style meeting (to be determined by Tyler) with the project owners to define roles, responsibilities, and outline the schedule. This meeting will also include review of all initial requirements of the SOW document and RFP, and identification of areas within the SOW that will require modification / clarification.

- Completion and acceptance of the final SOW document. Tyler will update the Statement of Work and provide it to the Client for review. The SOW will include all significant work tasks, steps, timeframes and deliverables required to complete Phase I, including software installation, interface customization, implementation, testing, and training.

- Setup and Configuration. Tyler Technologies will work with the Client to install and configure the locally-installed servers, the ECS client software, import offenses, layout the defendant’s receipt, configure reports, and any other configuration required by the Client. The Client will perform any tasks related to enabling the department to install any vehicle mounted hardware prior to Tyler arriving onsite for the initial training.

- Begin Pilot. The pilot program should involve up to 14 key officers in the 2-day session, with 1 of these 2-day sessions included in purchase. These users should be designated by the Client and have the ability to adapt to this technology quickly. They will be given full software training in order to understand and become familiar with the technology. The training process includes going out on the street and writing warning-citations with a Tyler trainer to ensure comfort with the technology.

- Operational Pilot. The operational phase of the pilot begins once the officers are familiar with the technology and we have verified successful data transfer to any / all CMS and RMS systems included in the contract. At this point the pilot officers will begin writing actual citations. This process serves three purposes: 1) validation of
the entire process prior to engaging the entire police force, 2) providing positive feedback to circulate within the department prior to full rollout, and 3) providing needed real world experience for your future trainers.

- **Full Rollout.** The rollout process is primarily the training of all additional officers specified as participants in Phase I in use of the new system. The preferred process for training is to provide a class room style of instruction, followed by a “hands on” session that may include DL checks, ride-alongs, etc., to ensure every officer has used the system in the field. It is the intent of this project that certain officers identified as train-the-trainers from the Pilot Project will be utilized at this stage to assist with the training of the additional officers.

- **Post Action.** Finally, after the full rollout, we will convene with the project owners to determine what went well and what improvements are required of the system, process, or any other aspect of the project. A full project review will be documented by Tyler and provided to the Client Project Manager.

The delivery and training processes are the most significant keys to the success of this project. We will jointly determine the Operational Pilot duration, depending upon officer success and satisfaction and their recommendations for deployment. When all parties agree, Full Rollout training and deployment will begin.

**TRAINING**

Tyler will provide all training associated with the Electronic Citation System (ECS) and will identify the Training Lead at the beginning of the project.

In order for this project to be successful, the officers need to know not only the basics of the software, but first-level troubleshooting tips for the hardware and operating system as well. It is our experience that the officers must be proficient in the mobile hardware for this project to have the long term success that the Client and Tyler are looking to achieve.

The delivery and training processes are the most significant key to the success of this project. The Tyler Training Lead will ensure that all levels of the Client personnel who utilize the Tyler Brazos Solution will receive adequate training. Tyler will incorporate measurement tools to assist in monitoring the end-users competence in using the system.

**Classroom Training.** The Train-the-Trainer course shall involve all officers specified to participate in the Operational Pilot (limit = 14 Officers). They will be given full software training in order to understand and become familiar with the technology. The training process includes producing several test citations with a trainer to ensure comfort with the application.

**Practical Application.** The practical application phase begins once the officers are familiar with the technology. At this point the pilot officers will begin writing real citations.

**Administrator Training.** The Tyler Brazos ECS provides powerful management tools with great ease of use for agency administrators and management. Tyler will provide sufficient
training to designated management personnel for them to be able to utilize those tools as well as have a solid understanding of the capabilities of the system.

**ECITATION CLIENT SOFTWARE**

The Tyler Brazos ECS client software will be installed on 10 PDA’s allowing the officers to write, print, and push citations electronically to the Court software system(s). All ECS software is embedded on the PDA and is completely functional with or without a network connection. The software will be configured for the Client and the Client will have the ability to define, approve and modify the layout of all screens and print jobs under the scope of this agreement.

The software will have the ability to:

- Allow officers to quickly and easily capture citation information.
- Print the citation in the field for the violator using a Bluetooth connection to a mobile printer.
- Push citations via a network connection.
- The Client will have the ability to VOID a citation on the PDA, after save but before sync. Notations as to the reason for VOID can also be required.
- The citation number sequence shall follow a unique numbering system, dictated by the Court.
- Ticket types will consist of Criminal and Traffic for Municipal eCitation and Warning Tickets.
- Charges identified will be specific to each Ticket type, as further defined during the design phase.
- Ability for System Administrator to add/modify/delete statutes, codes, etc. as further defined during the design phase.

**ECS SERVER SOFTWARE**

The Client will utilize the Hosted Tyler Brazos ECS server for all reporting, interface and administrative functions. There are no limitations to the number of users of the system and any future hardware/software requirements or upgrades are the responsibility of the Client.

The ECS server provides the following benefits:

- Access to add/change/delete any dropdown on the PDA (i.e. offenses, streets, officers, etc.).
- Access to all reports (i.e. STEP reports, Citation Detail, and over 35 other standard reports).
- Configuration and management of all users of the ECS for both the server and the clients.
• View and query images of citations captured via the mobile devices via internet browser.

• Creation/modification of interfaces to new/existing systems.

• Citation Entry Screen (CES) for entry of either paper tickets or modification to previously captured information by an authorized court assigned user (Program should also have some type of tracking capabilities for changes made in the CES).

- The Citation Entry Screen (CES) will also be configured for the Client and available through the locally-installed ECS server. The CES is configured with the same business rules as the ECS client software, providing the Client with a complete solution for all citations

SYNCHRONIZATION (DEVICE TO ECS SERVER)

The Tyler Brazos Solution allows officers to create, save, and print citations or other record types with or without network connectivity. When an officer creates a citation, it is saved to non-volatile memory on the device. The citation record can then be uploaded to the ECS server via one of the following methods:

• Real-time via cellular connection (aircard required)

• 802.x wireless connection to hotspots

• Ethernet LAN connection (via placement in sync cradle)

The frequency and method of upload is defined and controlled by the Client via the Tyler Brazos web-based configuration tool, BuildIT. Once uploaded, the data are processed through the system according to the agency-specific workflow, which is also defined and controlled by the Client via BuildIT. All new updates and changes are also passed from the ECS Server to the device through this same process.
**Attachment E — Project Deliverables and Project Schedule**

**PROJECT DELIVERABLES**

**Existing Citation Process**

The existing process flow will be identified and documented in partnership with the Client and Tyler as a separate Appendix during the Design phase of the project.

**Proposed System**

The proposed process flow will be identified and documented in partnership with the Client and Tyler as a separate Appendix during the Design phase of the project.

**Acceptance Testing Plan (ATP)**

The ATP will provide the Client with the testing plan for verification of the installed system, including interfaces, which will allow the Client to certify the ECS performs in accordance with the requirements. The testing plan will include strategies and test cases to assist with the verification. The Client will have the ability to certify the ATP prior to both the certification from Tyler as well as the beginning of the acceptance test.

**System Installation**

**TYLER BRAZOS ECS SERVER:**

Tyler will host the ECS server, database server and verify operation of the system. Any hardware purchases required to meet system specifications are the responsibility of Tyler.

**TYLER CLIENT SOFTWARE:**

The Tyler Brazos Client Software will be installed on any devices purchased through Tyler. The initial installation will be completed by Tyler. If the Client elects to purchase hardware through another vendor, the hardware will be sent to Tyler for off-site installation and verification at an additional cost.

**TYLER INTERFACES:**

During the setup and configuration process, connectivity for any interfaces will also be verified. The Client will provide Tyler personnel with the proper access to complete tasks required to complete this effort. Any installation requirements with regards to security or setup must be provided to Tyler one-week prior to the scheduled interface testing.

**HARDWARE IN VEHICLES:**

Tyler will not install any hardware in the vehicles.
Training

Operational Pilot – Tyler will provide full Train-the-Trainer training to the officers specified by the Client to participate in the pilot (limit = 14 Officers). The training will consist of two formal days of training.

- Day 1 should occur in a classroom setting where the officers will be thoroughly exposed to training that covers the hardware, operating systems, application, troubleshooting, and proper care/maintenance.

- Day 2 is focused on field training and includes Tyler personnel at the side of the Client officers, as the officers complete citations in “real world” environments.

This training may incorporate such tactics as DL checks, standard traffic stops, etc. to ensure that all the officers involved are exposed to several different types of scenarios and receive the maximum effective training. Upon completion of the field training portion, Tyler will train the officers on how to review their citations via the web based tool and any workflow processes specified by the Client. Tyler will also train any specified supervisors in procedures for reviewing citations and voids, as well as statistical reports.

Full Rollout – The Client will provide full training to the officers specified to participate in Full rollout. The format of this training shall be the same as that of the Operational Pilot training. Select officers from the Operational Pilot group who have been identified as “ECS Trainers” will be utilized to assist in this training.

System Administrator – Instructor led, hands-on training will be provided for up to three (3) City of Englewood Staff members who will ultimately be actively involved in administering the ECS.

Acceptance

The purpose and the net result of the acceptance test is to determine that the ECS proposed and installed meets the technical and functional requirements outlined in these specifications. The ECS will be considered “acceptance test ready” once it has completed a full system test, including interfaces and data conversion, with no known outstanding material defects.

Tyler will provide the Client with a proposed “Acceptance Test Plan” (ATP). The Client will provide written approval that the proposed ATP is complete and acceptable.

During the Pilot Project, Tyler will work closely with the Client personnel to ensure that each requirement specified in this Statement of Work is fully satisfied. Acceptance of the ECS shall be by conformity to the written Acceptance Testing Plan. Any functionality processes, or other aspects not specified in the approved Acceptance Testing Plan are considered out-of-scope and would require a written and approved Change Order.
In accordance with the SOW, "Final Acceptance" shall mean written notice from the Client that it has accepted the ECS following the 30 day Final Acceptance Period, during which time the ECS has conformed in all material respects to the applicable specifications, including any approved change orders for the ECS, with all defects discovered during the acceptance period fixed by Brazos and tested and accepted by the Client.

Full Rollout

Upon completion of the Pilot Project and written approval of the FINAL ACCEPTANCE, the Client will initiate the full rollout of the ECS. Tyler will assist the Client by providing training materials, support and consultation to the Client training officers.

Milestones

1) Contract Award
2) Contract Signature
3) Kick-Off Project
4) Sign-off of Work Plan by CITY
5) Order hardware
6) Setup Configuration of ECS (off-site)
7) Create ATP Plan
8) On-Site testing
9) Training of 'Pilot Users'
10) Acceptance Testing by CITY
11) Final Acceptance
12) Full Rollout of First Phase
### SCHEDULE

*This schedule is a draft only. It does not represent a commitment by Tyler or the Client and will be modified post Kick-Off Meeting*

T – Tyler, City of Englewood, J – Joint (both are responsible)

<table>
<thead>
<tr>
<th>Phase</th>
<th>Task Activity</th>
<th>Description</th>
<th>Task Duration</th>
<th>Total Duration (Weeks)</th>
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<th>Deliverables</th>
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<td>Official Work Plan</td>
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<td>On-Site Meeting/Conference Call</td>
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<td>Gather requirements from all project owners</td>
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<td>3</td>
<td>Build official Work Plan</td>
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<td>Verify Work Plan with hardware vendors</td>
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<td>Sign-off of Work Plan by CITY</td>
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<td>2.5w</td>
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<td>Order hardware</td>
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<td>6</td>
<td>Setup Configuration of ECS (off-site)</td>
<td>3 weeks</td>
<td>5.5w</td>
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<td></td>
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<tr>
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<td>Setup and Configure mobile software</td>
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<tr>
<td>2</td>
<td>Receive all incoming interface samples to load into mobile device from CITY</td>
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<td>ENGLE WOOD</td>
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<td>Interface Documentation</td>
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<td>Sample Layouts for Approval</td>
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<td>Layout the citation printouts</td>
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<td>Install mobile software onto CITY hardware (off-site)</td>
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<td>7</td>
<td>Test solution using CITY hardware</td>
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<td>Create sample interface files for CITY system(s)</td>
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<td>Build ATP Plan</td>
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<tr>
<td>2</td>
<td>Approve ATP Plan</td>
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<td>EC</td>
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<td>Test web-citation entry screen</td>
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<td>Test web based reporting</td>
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<td>Certify ECS based upon ATP</td>
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<td>9</td>
<td>Training of 'Pilot Users'</td>
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<td>7w</td>
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<tr>
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<td>Train officers on Classroom Train-the-Trainer and Field Training</td>
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<td>System Administrator Training</td>
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<tr>
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<td>Court Training</td>
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<td>Acceptance Testing by CITY</td>
<td>32d</td>
<td>TBD</td>
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<td>Evaluate Hardware</td>
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<td>Compile and Evaluate hardware observations</td>
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<td>Finalize hardware selection</td>
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<td>Initial Acceptance Test for &quot;go live&quot;</td>
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<td>Initiation of Final Acceptance Period</td>
<td>30d</td>
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<td>Final Acceptance</td>
<td>1d</td>
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<td>12</td>
<td>Full Rollout of First Phase</td>
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<td>13</td>
<td>End of Phase I</td>
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</table>

- **Exhibit D**
SIGNATURES

IN WITNESS WHEREOF, the parties have hereunder executed this Agreement effective as of the date last signed.

CITY OF ENGLEWOOD, COLORADO

Signed: ______________
Print Name: John Collins
Title: Chief of Police
Date: ______________

TYLER TECHNOLOGIES

Signed: ______________
Print Name: ______________
Title: ______________
Date: ______________
COUNCIL COMMUNICATION

Meeting Date: January 19, 2016  
Agenda Item: 12bi  
Subject: $8,028 for Council members to attend National League of Cities Conference in Washington, D.C.

Initiated By: City Manager’s Office  
Staff Source: City Manager Eric Keck

PREVIOUS COUNCIL ACTION
Each year, City Council members attend the National League of Cities Conference in Washington, D.C. In order for Council to use funds from its travel budget, Council must approve the spending, which has always been done at a regular City Council meeting prior to the travel.

RECOMMENDED ACTION
If Council members want to attend the NLC Conference in Washington, D.C. from March 5-9, 2016, Council can approve a motion approving approximately $8,028 for three Councilors to attend.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED
The National League of Cities Conference in Washington, D.C., will be March 5-9, 2016. The deadline for early registration is January 31, 2016. Approval for travel must be made at a regular City Council meeting.

FINANCIAL IMPACT
Early registration costs are $575/Councilor and $440 for first-time attendees. On-site registration costs are $800/Councilor and $540 for first-time attendees. Hotel rates for the conference are $269/night, for a total of $1,345 for five nights per Councilmember. Airfare costs currently range from $270-$300. Meals and transportation costs will be approximately $456 for each person. Total conference costs are approximately $2,676 per Councilmember. City Council’s travel budget for 2016 is $19,500, which includes registration and travel.

LIST OF ATTACHMENTS
TO: Honorable Mayor and Members of the City Council
FROM: Eric A. Keck, City Manager
DATE: 13 January 2016
SUBJECT: Metropolitan Fire Training Center

The City of Englewood is one quarter owner of the Metropolitan Fire Training Center (MFTC) which is located at 2301 W. Chenango Avenue in Englewood. The other owners of this facility are Littleton Fire and Rescue, West Metro Fire and Rescue, and the South Metro Fire and Rescue Authority.

With the move to contract for fire and EMS services from Denver Fire, the City of Englewood no longer requires the use of MFTC as Denver Fire has their own fire training ground. Furthermore, both South Metro and West Metro have ceased the use of MFTC since 2008 as they have their own facilities leaving Littleton Fire and Rescue and the Littleton Fire Protection District now as the sole users of the facility.

In late 2015, all four fire partners came together to discuss the disposition of the Metropolitan Fire Training Center and it was enunciated by West Metro and South Metro that they wanted to have their shares of this 3.320 acre facility purchased by the remaining members. An appraisal was acquired from Metropolitan Appraisers, Inc. in late November. The valuation from the appraiser came in at $1,015,000 which would yield a $253,750 stake for each of the partners.

The members of MFTC met on Monday 11 January 2016 to discuss the potential acquisition of ownership rights from those parties seeking to exit the partnership. It was determined that due to South Metro and West Metro’s exit in 2008 without paying further maintenance and operation expenses that their share would be reduced to $196,384.13. Littleton Fire and Rescue continues their desire to utilize and improve this site for their training needs and is seeking the City of Englewood’s desire to either remain or leave MFTC.

If Englewood were to remain a MFTC partner, we would need to continue to share in the operations and maintenance expenses as well as share in the cost of acquiring the partnership rights from West Metro and South Metro Fire. At this point in time, I am seeking the City Council’s desire for the future of our share in MFTC. My recommendation would be to sell our interest in the facility; however, a formal recommendation from Council on this matter will be necessary to begin the process of creating the requisite agreement with the MFTC partners to exit.

It is my hope that the City Council will be able to provide clear direction on this matter at its 19 January 2016 business meeting.

Should you have any questions, please do not hesitate to contact me.