Agenda for the
Regular Meeting of the
Englewood City Council
Monday, January 7, 2013
7:30 pm

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

1. Call to Order.

2. Invocation.

3. Pledge of Allegiance.

4. Roll Call.

5. Consideration of Minutes of Previous Session.
   a. Minutes from the Regular City Council Meeting of December 17, 2012.

6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
   a. Englewood Fire Department and Muscular Dystrophy Association will be on hand to thank Council for their continuing support.

7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

   Council Response to Public Comment

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.
8. Communications, Proclamations, and Appointments.
   a. Email from the Code Enforcement Advisory Board Chair, Linda Hart, recommending the vacation of Miguel Drake as a regular board member.
   b. Letter from Margaret Williams, announcing her resignation from the Englewood Housing Authority effective January 31, 2013.

9. Consent Agenda Items.
   a. Approval of Ordinances on First Reading.
   b. Approval of Ordinances on Second Reading.
      i. Council Bill No. 70, authorizing an Intergovernmental Agreement with the Metro Gang Task Force.
      ii. Council Bill No. 71, authorizing a pedestrian/bike path along the Littleton section of the City Ditch.
   c. Resolutions and Motions.
      i. Recommendation from the Department of Finance and Administrative Services, City Clerk’s Office, to approve a resolution designating the bulletin board on the north side of the second floor of the Englewood Civic Center as the Official Posting Place for all Legal Notices for the City of Englewood for 2013. **Staff Source:** Frank Gryglewicz, Director of Finance and Administrative Services and Loucrishia A. Ellis, City Clerk.
      ii. Recommendation from the Police Department to approve, by motion, the purchase of thirteen replacement marked police vehicles. Staff recommends purchasing the vehicles through the state bid for a total of $380,072. **Staff Source:** Jeff Sanchez, Deputy Chief of Police and Pat White, Fleet Manager.
      iii. Recommendation from the Police Department to approve, by motion, a contract to install additional equipment (weapons mounts, lighting, sirens, wiring, and interior/external features) on the new marked Police vehicles. Staff recommends awarding the contract to “Lighting, Accessory & Warning Systems” (L.A.W.S.), the lowest acceptable bidder in the amount of $79,844.61. **Staff Source:** Jeff Sanchez, Deputy Chief of Police and Pat White, Fleet Manager.
      iv. Recommendation from the Police Department to approve, by motion, a contract to provide necessary uniforms and equipment. Staff recommends awarding the contract to Ryders Public Safety, the lowest acceptable bidder. **Staff Source:** Jeff Sanchez, Deputy Chief of Police.

10. Public Hearing Items. (There is no Public Hearing scheduled.)
11. Ordinances, Resolutions and Motions
   a. Approval of Ordinances on First Reading.
   b. Approval of Ordinances on Second Reading.
   c. Resolutions and Motions.
      i. Recommendation from the City Managers Office that Council adopt the attached resolution authorizing the City of Englewood to enter into an agreement with Hampden Broadway, LLC for the City to provide assistance to support redevelopment of the former Flood Middle School site. **Staff Source: Michael Flaherty, Deputy City Manager.**

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


15. Adjournment.
Hi Mike,

So sorry I forgot to reply sooner!

Let this serve as notice that as Chair of the CEAC committee, I am requesting the city council replace Miguel Drake as a committee member because he has had an excess number of unexcused absences as per CEAC by-law requirements.

Thanks,

Linda Hart

CEAC Chair
November 28, 2012

Margaret Williams
3425 S. Sherman Street #105
Englewood, CO 80113

November 28, 2012

Mr. Randy Penn, Mayor
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

Re: Resignation as Commissioner
Englewood Housing Authority

Dear Mayor Penn,

Effective January 31, 2013 please accept my resignation as Commissioner on the Englewood Housing Authority Board. I have enjoyed my term as Commissioner and have great respect for the Board Members. However, my health does not permit me to continue to serve as Commissioner and I must resign.

I appreciate the opportunity to be part of the Englewood Housing Authority Board. Please contact me if you need additional information.

Yours truly,

Margaret Williams
AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING FOR PARTICIPATING AGENCIES ENTITLED “METRO GANG TASK FORCE (MGTF)”.

WHEREAS, the Metro Gang Task Force was established to provide a collaborative federal, state and local law enforcement effort to identify, target and address organized gang-related groups involved in drug trafficking and/or violence; and

WHEREAS, the Metro Gang Task Force is a multi-agency task force which includes several State and local entities, including the FBI and ICE; and

WHEREAS, agencies participating in this project recognize that combating violent gangs and drugs is of paramount importance to our communities; and

WHEREAS, with united efforts, our resources will be better utilized and our investigative efforts will be more fruitful on behalf of the communities the MGTF serve; and

WHEREAS, the Englewood Police Department would commit and assign personnel to the Metro Gang Task Force; and

WHEREAS, the passage of this Ordinance authorizes the City of Englewood to participate in the Metro Gang Task Force (MGTF).

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the Intergovernmental Agreement for the City of Englewood to participate in the Metro Gang Task Force, attached hereto as “Exhibit A”.

Section 2. The Englewood City Council hereby authorizes the Mayor to sign the agreement for and on behalf of the City of Englewood, attached as Exhibit A.

Introduced, read in full, and passed on first reading on the 17th day of December, 2012.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 21st day of December, 2012.
Published as a Bill for an Ordinance on the City’s official website beginning on the 19th day of December, 2012 for thirty (30) days.

Read by title and passed on final reading on the 7th day of January, 2013.

Published by title in the City’s official newspaper as Ordinance No. ___, Series of 2012/2013, on the 11th day of January, 2013.

Published by title on the City’s official website beginning on the 9th day of January, 2013 for thirty (30) days.

__________________________
Randy P. Penn, Mayor

ATTEST:

__________________________
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2012/2013.

__________________________
Loucrishia A. Ellis
Metro Gang Task Force (MGTF)

MEMORANDUM OF UNDERSTANDING
FOR
PARTICIPATING AGENCIES
Purpose

The purpose of this Memorandum of Understanding is to establish general guidelines for a multi-agency task force to address organized gang-related crime. Through the spirit of cooperative efforts and a strong commitment to combat organized gang-related drug trafficking and violence, the Metro Gang Task Force is formed. Agencies participating in this project recognize that combating violent gangs and drugs is of paramount importance to our communities. Through our united efforts, our resources will be better utilized and our investigative efforts will be more fruitful on behalf of the communities we serve. The participating agencies are committed to cooperative efforts and full information sharing through their participation in the Metro Gang Task Force.

Mission Statement

The mission of the Metro Gang Task Force is to provide a collaborative federal, state and local law enforcement effort to identify, target and address organized gang-related groups involved in drug trafficking and/or violence. The Metro Gang Task Force will utilize sophisticated long-term investigative approaches, including undercover surveillance operations, the purchase of evidence and information, and electronic surveillance to disrupt and dismantle targeted gang organizations.

Policy Statement

The Metro Gang Task Force Board of Directors shall adopt appropriate standard operating procedures for the Task Force. These operating procedures are intended to provide guidelines to give proper guidance to Task Force operations. They are not intended to supersede any of the participating agencies own policies and procedures.

These procedures are intended as guidelines and the Board of Directors may supersede any of the approved standard operating procedures when applicable. Changes to the standard operating procedures shall require a majority vote of the Board of Directors to ratify the change. Any recommended changes to the standard operating procedures shall be forwarded through the chain of command and presented to the Board of Directors, if appropriate.

In recognition of certain financial and equipment support to the task force, the Board of Directors agrees to affiliate with the FBI Safe Streets Task Force Initiative. This affiliation does not alter the basic structure, management, or oversight of Task Force operations as described in this document.

MGTF Board of Directors

The Metro Gang Task Force will have a Board of Directors. The Board of Directors will consist of a representative or their designee from the agencies participating in the Metro Gang
Task Force. A participating agency is defined as any agency that has an individual assigned to the Metro Gang Task Force on a full-time basis.

The Board of Directors will be responsible for the following:

1. The Board of Directors will utilize pooled intelligence resources of the participating entities, the Project Director and supervisors, to prioritize and mutually decide upon cases/groups that will be targeted by the Task Force.

2. The Board of Directors will address any issues of mutual concern to the participants of the Metro Gang Task Force. This may include budget matters, matters of policy and procedure and other matters.

3. Annually, the Board of Directors will mutually agree upon project goals and objectives for the coming year.

4. The Board of Directors will meet quarterly to facilitate the accomplishment of MGTF goals and communicate on issues of mutual concern. The Project Director will brief the Board of Directors on relevant issues.

5. The Board of Directors will resolve any interagency conflicts that may arise during the operation of this project.

6. A majority of the entire Board shall constitute a quorum. The Board shall transact no business unless a quorum is present. In all matters requiring a vote of the Board of Directors, a simple majority shall prevail. In the case of a tie vote, the Project Director may cast a vote for the purpose of breaking the tie.

7. The Board of Directors will have the final determination on all matters that cannot be resolved by the Project Director.

8. The Board of Directors shall act as the Seizure Board for monies seized by the Metro Gang Task Force. The Board of Directors shall make appropriate decisions regarding the expenditure or utilization of MGTF seizure money.

**Project Director**

The Metro Gang Task Force will have a designated Project Director. The Project Director will be a command officer from the Aurora Police Department selected by the Aurora Police Chief. The Board of Directors must ratify the selection of the Project Director. If the Board of Directors is unable to ratify the selection with a majority vote, then arrangements will be made to meet with the Aurora Police Chief to select a mutually agreed upon Project Director.

The Project Director will oversee and coordinate the operation of the Metro Gang Task Force on a daily basis. The Project Director will manage all administrative and operational issues to
include, but not limited to, the budget, grants, personnel, purchasing and other related issues. The Project Director will facilitate the flow of relevant information to the Board of Directors.

**Task Force Supervisors**

A great strength of the task force model is the diversity of personnel and resources that can be brought together to achieve MGTF goals. Bringing these varied resources together will inevitably result in conflicts involving the perspectives, policies, and missions of participating agencies. Task Force supervisors will actively work together to minimize these conflicts. Task Force supervisors will conduct MGTF investigations in a manner that will best accomplish MGTF goals, but in a manner that will also respect the concerns of participating agencies.

Task Force supervisors are those individuals assigned to the Metro Gang Task Force by participating agencies with their respective supervisory rank. The Task Force supervisors are responsible for the day-to-day operations of the project. They are responsible for: supervising project participants, monitoring, directing, coordinating and planning of investigations, case management, personnel training and evaluation, and any other supervisory related function relevant to Task Force personnel or operations. They will report to the Project Director. All supervisors are required to work together in the spirit of teamwork and share necessary information and resources.

Task Force supervisors will ensure that appropriate reports, forms and documentation will be completed in an accurate and timely fashion. Task Force supervisors and the Project Director will ensure that the policies and procedures adopted by the Board of Directors regarding the operation of Metro Gang Task Force will be adhered to by all participating members.

The Special Agent in Charge of the Denver Division of the FBI will designate one Supervisory Special Agent as a Task Force supervisor. This Supervisory Special Agent will be responsible for the direct supervision of all FBI personnel and assets assigned to the Task Force.

The FBI Supervisory Special Agent will also coordinate with other Task Force supervisors and the Project Director to ensure that all MGTF investigations opened as FBI investigations are conducted in compliance with any applicable FBI policies, United States Attorney General’s Guidelines, and applicable funding policies under the FBI Safe Streets Initiative.

**Program Specialist**

The Task Force will be staffed with a Program Specialist. This position will answer to the Project Director. Under the terms of the grant, the position is a contract employee position. The Project Director will administer an annual contract between the Program Specialist and the grant funding source. The Program Specialist’s responsibilities will be clearly defined in the contract.

In addition to those obligations contained in the contract, the primary responsibility for the Program Specialist will be management of the MGTF office and to conduct unannounced cash-
on-hand inspections to insure appropriate voucher/documents have been filed and that all cash resources are present and accounted for.

The Program Specialist will be responsible for the financial and statistical record keeping associated with Metro Gang Task Force. The Program Specialist will report those statistics to the Task Force participants. The Program Specialist will facilitate communication with the Board of Directors and other members of MGTF as needed.

**MGTF Investigations**

All investigations at Metro Gang Task Force will be coordinated through the Task Force supervisors. Participants are strictly prohibited from conducting investigations without supervisory permission. The Project Director will appropriately forward case information to the Board of Directors during the quarterly Board of Directors meeting. All investigations shall be initiated and conducted pursuant to the adopted standard operating procedures of MGTF.

When MGTF personnel engage in enforcement action(s), they will notify a supervisor or acting supervisor from that jurisdiction as soon as practicable unless release of that information would jeopardize the case.

When a long-term case, as defined in the Metro Gang Task Force SOP, is initiated, the Metro Gang Task Force supervisor will attempt to assign an MGTF officer from the jurisdiction where the investigation is centered as a co-case agent to assist when practicable.

For FBI administrative purposes, all MGTF cases opened as FBI investigations will be entered into the relevant FBI computer system.

**Intelligence/Staff Meetings**

The timely coordination and communication of investigative information is of paramount importance. Participating agencies agree to fully coordinate and communicate regarding investigations. To facilitate this open communication policy, all members of Metro Gang Task Force will, when practicable, meet monthly. The times of these meetings will be posted at MGTF.

Personnel assigned to the Task Force may utilize report forms and reporting formats required by their respective agency. For reasons of continuity and expediency, the Task Force may, however, develop certain forms to aid in arrest planning, surveillance activity, case tracking and related matters. An officer assigned to the Metro Gang Task Force will not be required to prepare or utilize a Task Force developed form, if such use is contrary to their agency’s policies, practices, or regulations.

All investigative intelligence and information developed within or generated by an agency remains the property of the agency from which it was obtained. Each participating agency will
control the dissemination of their information in accordance with the law and that agency's established disclosure policies. Members must obtain documented permission from the controlling agency prior to the disclosure of information outside the Metro Gang Task Force agencies.

**MGTF Facility Security**

Metro Gang Task Force participants agree to keep the Task Force office as a covert operational site. It is essential that participating agencies ensure that their officers adhere to all office security guidelines outlined in the standard operating procedures.

UNDER NO CIRCUMSTANCES WILL INFORMANTS, ARRESTEES, THE MEDIA OR UNAUTHORIZED CIVILIANS BE INFORMED OF THE LOCATION OR BROUGHT TO THE METRO GANG TASK FORCE OFFICE.

Under general circumstances, mail will not be sent directly to the covert off-site location. Mail may be addressed to the Metro Gang Task Force c/o Aurora Police Department, 15001 East Alameda Parkway, Aurora, CO 80012.

**Asset Forfeiture**

Participants in the Metro Gang Task Force agree that assets forfeited and received by Metro Gang Task Force will be utilized primarily for the continued funding of the Metro Gang Task Force. This money may be utilized to acquire equipment and resources necessary for the activities of MGTF. Funds may also be utilized as matching funds for grant requirements to further the continued existence of the Task Force.

The Board of Directors will function as the Seizure Board for Metro Gang Task Force and may disperse seized assets awarded to MGTF in any manner that is permitted by state or federal guidelines. Any expenditure of forfeited MGTF funds requires approval by a majority of the Board of Directors.

Under normal circumstances, Seizure Board business shall be conducted at the regularly scheduled Board of Directors meetings. Metro Gang will keep a record of any disbursement or expenditure of seizure monies.

If the Project Director determines that there is an urgent need to expend seizure monies, he/she may contact members of the Board of Directors by phone or by email to receive approval. A permanent record of this communication shall be maintained at Metro Gang.

MGTF will comply with the U.S. Department of Justice's requirements for the equitable sharing of federally forfeited property for state and local law enforcement agencies.
**Media Information Release Policy**

Each participating agency at Metro Gang Task Force agrees to abide by the standard operating procedure regarding the release of information to the media. No member of the Metro Gang Task Force will release case information to the media without permission from the Project Director.

**Equipment**

Each participating agency is responsible for providing the necessary equipment for their member(s) assigned to MGTF. Each agency will be responsible for the security and inventory of their own equipment. The equipment provided to MGTF will remain the property of the contributing agency, which will be solely responsible for the maintenance, repair and security of said equipment.

Equipment owned by the task force may be signed out to members of a participating agency on an as-needed basis. Each participating agency agrees to replace or repair MGTF equipment if said equipment is lost or damaged while in their employee’s possession or custody.

**Vehicles**

In furtherance of this MOU, and pursuant to a Safe Streets Task Force designation, MGTF members may be permitted to drive FBI owned or leased vehicles for official MGTF business and only in accordance with MGTF policies and procedures and applicable FBI rules and regulations, including those outlined in the FBI Manual of Administrative Operations and Procedures (MAOP), Part I, Section 3.1. The assignment of an FBI owned or leased vehicle to a MGTF member will require the execution of a separate Vehicle Use Agreement.

The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to MGTF business.

The FBI and the United States will not be responsible for any tortious act or omission on the part of MGTF and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by an MGTF member, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by an MGTF task force member while engaged in any conduct other than his or her official duties and assignments under this MOU.

To the extent permitted by applicable law, participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from
any use of an FBI owned or leased vehicle by an MGTF member which is outside the scope of his or her official duties and assignments under this MOU.

Normally only City of Aurora employees may operate Task Force vehicles that are owned or leased by the City of Aurora. Other Task Force members must receive specific direction from an Aurora Task Force supervisor prior to operating a vehicle owned or leased by the City of Aurora.

**Personnel**

Participating agencies assigning personnel to Metro Gang Task Force are asked to make that person available on a full-time basis. This will allow MGTF to staff investigations in a predictable manner. If circumstances require that an agency participate on less than a full-time basis, nothing in this section shall prohibit that.

Participating agencies are asked to assign personnel to Metro Gang Task Force for a minimum of three (3) years. This will allow for an investigator to receive a security clearance, appropriate training, and to gain the experience necessary to maximize productivity. It is understood that circumstances may exist where an assignment for less than three (3) years is appropriate.

Each participating agency will maintain responsibility for the actions, both personal and professional, of its respective employees. Each participating member will be subject to the laws, regulations, policies, and personnel rules applicable to members of their respective agency.

**Salary/Overtime Compensation**

Participating agencies agree to assume all personnel costs for their MGTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency.

Pursuant to Safe Streets Task Force designation and subject to funding availability and legislative authorization, the FBI may reimburse to Local and State participating agencies the cost of overtime worked by non-federal MGTF members assigned full-time to MGTF, provided overtime expenses were incurred as a result of MGTF related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and each Local and State participating agency for full-time employee(s) assigned to MGTF, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Local and State participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

**Security Clearances and Deputations**
The FBI maintains specific secure office space and computer networks within the MGTF facility. A security clearance is required to access FBI secured space and networks.

Local and State law enforcement personnel assigned to the Task Force will have an opportunity to apply for a security clearance sponsored by the FBI. Nothing in this section shall require that a clearance be obtained. Participating members who do not elect to acquire a security clearance will not be allowed to access the FBI secured space and computer networks.

Local and State law enforcement personnel assigned to the MGTF, will be eligible to receive a federal General Title 21 Deputation Authority sponsored by the FBI. These deputations should remain in effect throughout the tenure of each investigator's assignment to the MGTF, or until the termination of the MGTF, whichever comes first. This deputation will have no impact on the administrative and personnel policies of participating agencies affecting their Task Force members.

**Prosecution**

To the degree possible, MGTF investigations will be conducted in a manner that will allow cases to be prosecuted under both federal and state prosecution procedures. At an appropriate time, a determination will be made for each case regarding whether to prosecute the case at the federal or state level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the MGTF.

In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a MGTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities.

**Deadly Force and Shooting Incident Policies**

Members of the MGTF will follow their own agency's policies concerning firearms discharge and use of deadly force.

**Funding**

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.
Liability

Participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the MGTF.

Participating members shall immediately notify a Task Force supervisor of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the MGTF or otherwise relating to the MGTF. Upon receiving such notification, a Task Force supervisor will immediately make appropriate notification of the situation to the Project Director and any affected participating agencies.

In the event that a civil claim or complaint is brought against a state or local officer assigned to the MGTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An officer who has been specially deputized and who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the officer will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any MGTF member.

For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An officer who has been specially deputized and who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Denver Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual officer, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any federal, state or local law enforcement officer.
Liability for any conduct by an MGTF member undertaken outside of the scope of his or her assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**Duration**

The term of this MOU is for the duration of the MGTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

Any participating agency may withdraw from the MGTF at any time by written notification to the MGTF Project Director at least 30 days prior to withdrawal.

**Conclusion**

The Board of Directors may add or delete to this document as deemed necessary. Such addition or deletion shall be reduced to writing and approved by a majority of the Board of Directors.

This document is intended to provide guidance to MGTF participants and will not supersede any agency’s policies and procedures.

The undersigned MGTF participant representatives are committed to the cooperative environment that must exist to ensure the success of this important endeavor.
Signatories

The signature below indicates that the individual has received and read a copy of the Metro Gang Task Force Memorandum of Understanding and, as a representative of their agency, agrees to abide by the guidelines contained therein.

Adams County Sheriff’s Office
Arapahoe County Sheriff’s Office
Aurora Police Department
Colorado Joint Counterdrug Task Force
Colorado State Patrol
Commerce City Police Department
Denver District Attorney’s Office
Denver Police Department
Federal Bureau of Investigation
ICE Homeland Security Investigations
Jefferson County Sheriff’s Office
Thornton Police Department
City of Englewood, Mayor
BY AUTHORITY

ORDINANCE NO. ___
SERIES OF 2012/2013

COUNCIL BILL NO. 71
INTRODUCED BY COUNCIL MEMBER OLSON

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LITTLETON AND THE CITY OF ENGLEWOOD, COLORADO FOR THE DEVELOPMENT AND OPERATION OF A PEDESTRIAN AND BICYCLE TRAIL ALONG THE CITY DITCH IN THE CITY OF LITTLETON FROM PRENTICE AVENUE TO LITTLETON BOULEVARD.

WHEREAS, the City of Englewood is cooperating with the City of Littleton in the development, by Littleton of a pedestrian and bicycle trail; and

WHEREAS, the City of Littleton submitted an Intergovernmental Agreement for constructing a part of that pedestrian/bike trail along a section of the City Ditch from Prentice Avenue to West Littleton Boulevard; and

WHEREAS, the Englewood Water and Sewer Board reviewed Littleton’s proposal at their meeting on January 12, 2010 and had specific requirements regarding where the bike trail was in conjunction with open and piped sections of the City Ditch; and

WHEREAS, this segment of the Littleton Community Trail will generally follow the City Ditch; and

WHEREAS, the City of Englewood owns and controls the City Ditch; and

WHEREAS, intergovernmental agreements are authorized by Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-203; and

WHEREAS, improvements necessary for the Littleton Community Trail are outlined in the Agreement and Exhibits; and

WHEREAS, the City of Englewood is requiring safety requirements to protect the City of Englewood’s water source and to prevent users from contaminating the City Ditch; and

WHEREAS, the Englewood Water and Sewer Board’s issues have been addressed in the Intergovernmental Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:
Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the Intergovernmental Agreement between the City of Littleton and the City of Englewood, Colorado pertaining to a certain section of the proposed Littleton Community Trail, attached hereto as “Exhibit A”.

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

Introduced, read in full, and passed on first reading on the 17th day of December, 2012.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 21st day of December, 2012.

Published as a Bill for an Ordinance on the City’s official website beginning on the 19th day of December, 2012 for thirty (30) days.

Read by title and passed on final reading on the 7th day of January, 2013.

Published by title in the City’s official newspaper as Ordinance No. ___, Series of 2012/2013, on the 11th day of January, 2013.

Published by title on the City’s official website beginning on the 9th day of January, 2013 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2012/2013.

Loucrishia A. Ellis
INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this “Agreement”), is made and entered into as of the ___ day of __________, 201_, by and between the CITY OF ENGLEWOOD, COLORADO, a municipal corporation of the State of Colorado (“Englewood”), and the CITY OF LITTLETON, COLORADO, a municipal corporation of the State of Colorado (“Littleton”). Collectively to be known as the “Parties.”

WHEREAS, Englewood and Littleton are cooperating in the development and operations of a pedestrian and bicycle trail within the city limits of Littleton from Prentice Avenue to Lee Gulch (the “Trail”); and,

WHEREAS, segments of the Trail will generally follow the City Ditch, which ditch rights are owned and controlled by Englewood (the “City Ditch”); and,

WHEREAS, the open sections and piped sections of the City Ditch have differing requirements; and

WHEREAS, there is a need for coordinated planning, design, construction, operations and maintenance of the Trail consistent with the function and operation of the City Ditch by Englewood; and

WHEREAS, intergovernmental agreements are authorized by Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-203; and

WHEREAS, Littleton is authorized by Section 67 of its City Charter to enter into cooperative agreements with other governmental bodies.

NOW, THEREFORE, Englewood and Littleton agree as follows:

A. Trail Improvement Plans:

1. The proposed improvements necessary for the Trail (the “Improvements”) are detailed on the plans (the “Plans”) in Exhibit A, attached hereto and incorporated herein by this reference. Englewood hereby grants to Littleton the right to access, construct, operate and maintain the Trail and Improvements in accordance with the terms of this Agreement.

2. Except as noted on the Plans, the Trail will be located at least 25 feet from the centerline of open sections of the City Ditch. Where the Trail is located within 25...
feet from the centerline of open sections of the City Ditch, Littleton shall install signage, in the locations noted on the Plans, to discourage Trail users from leaving the Trail or entering or otherwise contaminating the City Ditch. Where the Trail crosses open sections of the City Ditch, Littleton shall install the Improvements, in accordance with the Plans, to prevent Trail users from entering the City Ditch at such crossings.

B. Construction, Operation and Maintenance of the Trail:

1. Littleton will be responsible for construction of the Trail and Improvements. Littleton shall endeavor to begin construction in 2013 and conclude construction in 2014, provided however, Littleton shall not be in default hereunder for failure to either begin or end construction by the above-recited dates.

2. Littleton will be responsible for maintenance of the Trail and Improvements in accordance with the standards and practices of South Suburban Parks and Recreation District ("SSPRD") and consistent with other SSPRD facilities. Such maintenance activities shall include:

   a. Removal of litter and debris from the Trail;
   b. Managing vegetation along the Trail, including mowing of Trail shoulders, trimming of hazardous limbs from trees, maintenance of irrigation systems and removal of noxious weeds along the Trail using a method approved by Englewood for use near its water source;
   c. Maintaining Trail surfaces, signage, rest areas, furnishings, and trash receptacles;
   d. Removal of snow from concrete portions of the Trail only (snow shall not be removed from the portions of the Trail that are gravel or other non-concrete material);
   e. Removing or painting over graffiti; and
   f. Repairing structural damage to bridges, Trail surfaces, and retaining walls.

3. Littleton shall use reasonable measures to control vandalism, dumping and contamination of open sections of the City Ditch along the Trail, including storm water run-off from the Trail.

4. Englewood retains the right to close the Trail for any reason related to the safe and secure operations of the City Ditch. Upon such closure, Englewood shall promptly notify Littleton.
5. Littleton acknowledges and agrees that Englewood uses the City Ditch to transport its drinking water. Littleton is hereby acknowledging that the Trail is incidental to the priority use of the City Ditch as Englewood’s drinking water supply. Littleton further agrees that should there be a conflict between the priority use of the City Ditch by Englewood for its drinking water supply and Littleton’s recreational use, the safety and continuation of Englewood’s use shall control.

6. Both parties acknowledge that Englewood intends to pipe the entire length of the City Ditch and that Englewood will vigorously oppose historic designation along the City Ditch and the proposed bike path.

7. Littleton intends to construct the Trail in two phases. Prior to construction of each applicable phase, Littleton shall provide to Englewood any revisions to the Plans (the “Revised Plans”) and a title opinion that Littleton has acquired a legal right to construct, operate and maintain the Trail from all property owners for property on which the applicable phase of the Trail is located and that the proposed recreational use of the Trail, for such phase, is a legally acceptable use under any such grants. Upon review and approval of such title opinion and Revised Plans, if any, Englewood shall issue to Littleton a Notice to Proceed, and Littleton shall be entitled to rely on such Notice to Proceed as approval by Englewood to construct that phase of the Trail in accordance with the Plans or Revised Plans, as appropriate.

8. Littleton shall comply and satisfy all requirements of any existing utility or right-of-way crossings affected by the Trail or any Trail related structures along the City Ditch.

9. Should Littleton elect not to continue to operate the Trail, because Englewood has closed the Trail or otherwise, Littleton shall notify Englewood, and this Agreement shall terminate with neither party having any further obligations hereunder, except that Littleton shall remove the Improvements and restore the Trail area, as much as reasonably possible, to its condition on the date of this Agreement.

10. The maintenance responsibilities under this Agreement may be assigned by Littleton to SSPRD, provided however any communication or coordination regarding such maintenance responsibilities will occur between Englewood and Littleton, and not between Englewood and SSPRD.
C. Miscellaneous Provisions

1. 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.

2. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the Parties and the authorized signatories for the Parties.

3. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, and regardless whether actually received or not, three days after deposit in the United States Mail, first class, postage prepaid, registered or certified addressed as follows:

**Englewood:**
City of Englewood
City Manager
1000 Englewood Parkway
Englewood, CO 80110

With a copy to:
City Attorney
1000 Englewood Parkway
Englewood, CO 80110

**Littleton:**
City of Littleton
City Manager
2255 W. Berry Avenue
Littleton, CO 80120

With a copy to:
City Attorney
2255 W. Berry Avenue
Littleton, CO 80120
4. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Colorado. 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.

5. 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.

6. This Agreement may be executed in counterparts, and upon full execution thereof, such copies taken together shall be deemed to be a full and complete Agreement between the parties.

7. If litigation is commenced by any of the Parties concerning this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney’s fees and costs from the other Parties.

IN WITNESS WHEREOF, Englewood and Littleton have executed this Agreement.

ATTEST:

By: ________
Loucrishia A. Ellis
City Clerk

CITY OF ENGLEWOOD:

By: ________
Randy P. Penn, Mayor

ATTEST:

CITY OF LITTLETON:

By: ________

APPROVED AS TO FORM:

________
Construction Documents for Phase One

LITTLETON COMMUNITY TRAIL
Littleton, Colorado

LENGTH & DESIGN DATA

<table>
<thead>
<tr>
<th>TRAIL SEGMENT</th>
<th>STATION</th>
<th>LENGTH</th>
<th>DESIGN DATA</th>
<th>ORIGINAL LENGTH</th>
<th>LINEAR FEET</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEG. 1</td>
<td>STA 04+00.00 TO STA 06+34.89</td>
<td>25.89'</td>
<td>10.89'</td>
<td>91'</td>
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</tr>
<tr>
<td>SEG. 2</td>
<td>STA 06+34.89 TO STA 07+21.07</td>
<td>26.18'</td>
<td>13.59'</td>
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<td></td>
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<tr>
<td>SEG. 3</td>
<td>STA 07+21.07 TO STA 11+17.31</td>
<td>44.24'</td>
<td>22.12'</td>
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<td></td>
</tr>
<tr>
<td>SEG. 4</td>
<td>STA 11+17.31 TO STA 14+77.44</td>
<td>36.13'</td>
<td>18.06'</td>
<td>91'</td>
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</tr>
<tr>
<td>SEG. 5</td>
<td>STA 14+77.44 TO STA 16+65.50</td>
<td>10.99'</td>
<td>5.49'</td>
<td>91'</td>
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</tr>
<tr>
<td>SEG. 6</td>
<td>STA 16+65.50 TO STA 16+76.45</td>
<td>10.95'</td>
<td>5.48'</td>
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<tr>
<td>SEG. 7</td>
<td>STA 16+76.45 TO STA 17+67.45</td>
<td>91'</td>
<td>45.5'</td>
<td>91'</td>
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<tr>
<td>SEG. 8</td>
<td>STA 17+67.45 TO STA 24+20.73</td>
<td>642.29'</td>
<td>321.15'</td>
<td>91'</td>
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</tr>
<tr>
<td>TOTAL SUMMARY</td>
<td>1,453.28'</td>
<td>828.33'</td>
<td>21.90'</td>
<td>91'</td>
<td></td>
</tr>
</tbody>
</table>

Note: These quantities do not include ramps, connection to S. Court Place, rest areas, crusher fines buffer and rebuilt curb & gutter. Refer to plans for these specific items.

PREPARED FOR:
CITY OF LITTLETON
2255 W. Berry Ave,
Littleton, CO 80165
Ph: 303-795-3863
Fax: 303-795-3856

South Suburban
Parks and Recreation
Administration Office
6631 S. University Blvd,
Centennial, CO 80121-2913
tel. (303) 795-6531

PREPARED BY:
PRIME CONSULTANT
LANDSCAPE ARCHITECT:
DHM DESIGN
1390 Lawrence Street, Suite 100
Denver, Colorado 80204
tel. (303) 503-2593
fax. (303) 503-2593

CIVIL ENGINEER:
WHPacific, Inc.
12506 West Bayaud Avenue, Suite 200
Lakewood, CO 80228
Phone: (303) 892-5566
Fax: (303) 892-4984

STRUCTURAL ENGINEER:
San Engineering, LLC
10298 Spotted Owl Pl.
Highlands Ranch, Colorado 80129
Phone: (303) 503-2593
Fax: (303) 503-9016

DATE: APRIL, 2011
BID SET No:

SHEET INDEX
1-2 TOPOGRAPHIC SURVEY
L1-3 TRAIL LAYOUT PLAN & MATERIALS
L4-6 GRADING PLAN
L7-11 SITE DETAILS
D1-2 TRAIL CROSSINGS PROFILE AND DETAILS
SMP1-SMP7 STORMWATER MANAGEMENT PLANS AND DETAILS
S1-36 STRUCTURAL DETAILS

NOT TO SCALE.
TOPOGRAPHIC SURVEY
EXISTING TREES:

COTTONWOOD

ARAPAHOE COUNTY SCHOOL DISTRICT #6

LITTLETON COMMUNITY TRAIL

611 KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

SCALE: 1" = 100'

DATE: 04-22-11

Matchline - See Sheet L1

Legend

Units of Construction
- Proposed Trail Centerline
- Proposed Trail Shared Use Path
- Existing Major Structure
- Culvert
- Drainage Ditch

Construction Documents
- Layout Plan
- Design Plan
- Right-of-Way Plan
- Utility Coordination Drawings

Know What's Below. Call Before You Dig.
1. CRUSHER FINES TRAIL

- Crusher fines must be added to the following intersections: clean out, drainage pipes, and 470'.
- All drain inlets must be covered with a minimum of 6" of crushed stone.
- The crusher fines must be a minimum of 10 mm and a maximum of 20 mm.
- At least 10% by volume of the crusher fines must be fines less than 5 mm.
- Color to be approved by the owner.

2. CONCRETE TRAIL

- Concrete path should be a minimum of 4'-6" wide.
- Textures and edge types shall be approved by the owner.
- The path shall be at least 10% fines.
- Clean, evenly mixed throughout the trail by fracturing or approved method.

3. CONCRETE PAVERS WITH EDGING

- Edging to be approved by the owner.
- Concrete pavers with edges shall be evenly mixed with a minimum of 10% fines.
- Color to be approved by the owner.

4. INTERLOCKING CONCRETE PAVERS

- Interlocking concrete pavers shall be used.
- The pavers shall be 10" x 10".
- Color to be approved by the owner.

5. FLAGSTONE PAVING

- Flagstone paving shall be used.
- The paving shall be 6" x 6".
- Color to be approved by the owner.

6. RAMP

- Ramp shall be a minimum of 4'-6" wide.
- The ramp shall be at least 10% fines.
- Color to be approved by the owner.

7. HAND RAILING

- Hand railing shall be a minimum of 4'-6" high.
- The railing shall be made of stainless steel.
- Color to be approved by the owner.
1. Sign post to be power coated. Color to be bronze.
2. Artwork for sign face to be provided by landscape architect. Contractor is responsible for preparing and installing sign face and support frame.
3. 2" x 2" square corten steel post, TYP.
4. Bridge wing wall - profile
5. Bridge wing wall - plan
6. Plaza enlargement

**INTERPRETIVE SIGN**

**CONCRETE TRIAL**

**CITY DITCH CROSSING - PROFILE**

**BRIDGE WING WALL - PROFILE**

**BRIDGE WING WALL - PLAN**

**PLAZA ENLARGEMENT**
NOTES:
1. SEE DRAWING LA FOR ELEVATION PLAN.
2. PVC PIPE SHALL MEET THE REQUIREMENTS OF ASME F794 (DUAL WALL CORRUGATED PIPE) OR ASME F1803 (CLOSED PROFILE) FOR PVC PIPE TYP. 11TH CELL CLASSIFICATION 12454, PIPE STIFFNESS 46, SMOOTH INSIDE WALL AND GASKETED JOINTS.
3. PVC PIPE SHALL BE INSTALLATED IN DITCH. EACH END OF PVC PIPE TYP. 11TH TYP. RINIPRAP TYP. UPSTREAM AND DOWNSTREAM.
4. SEE DRAWING LA FOR GRADING PLAN.

SCALE: 1" = 10' H

NOTE: SEE DRAWING LA FOR ELEVATION PLAN.

WETLAND CROSSING

SCALE: 1" = 10'
City of Littleton

STORMWATER MANAGEMENT PLAN

1. PROJECT SITE DESCRIPTION:
   a. Project Name: [Insert Project Name]
   b. Project Address: [Insert Address]
   c. Project Scope: [Insert Description]

2. PERMITS AND LICENSES:
   a. Required Permits: [Insert Required Permits]
   b. Additional Licenses: [Insert Additional Licenses]

3. RECLAMING WATER
   a. Water Reuse Plan: [Insert Water Reuse Plan]
   b. Water Conservation Measures: [Insert Water Conservation Measures]

4. RECEIVING WATERS
   a. Water Quality Standards: [Insert Water Quality Standards]
   b. Water Quality Monitoring: [Insert Water Quality Monitoring]

5. EXISTING SOIL DATA
   a. Soil Type: [Insert Soil Type]
   b. Soil Composition: [Insert Soil Composition]

6. ACRES OF DISTURBANCE
   a. Total Acres: [Insert Total Acres]
   b. Protected Acres: [Insert Protected Acres]

7. BURNT RAIN COEFFICIENT
   a. Burnt Rain Coefficient: [Insert Burnt Rain Coefficient]
   b. Burnt Rain Adjustment: [Insert Burnt Rain Adjustment]

8. POTENTIAL POLLUTANTS/MATERIALS HANDLING AND SPILL PREVENTION
   a. Materials Handling: [Insert Materials Handling]
   b. Spill Prevention Plan: [Insert Spill Prevention Plan]

9. OTHER NON-STORMWATER DISCHARGES
   a. Non-Stormwater Sources: [Insert Non-Stormwater Sources]
   b. Discharge Control Measures: [Insert Discharge Control Measures]

10. LIMITATIONS ON THE DISTRACT
    a. Limitations: [Insert Limitations]
    b. Mitigation Measures: [Insert Mitigation Measures]

INTENT OF STORMWATER MANAGEMENT PLAN

1. The intent of this Stormwater Management Plan is to:
   a. Protect the environment
   b. Minimize stormwater discharge
   c. Comply with applicable regulations

2. This plan is intended to:
   a. Ensure compliance with applicable regulations
   b. Minimize environmental impacts

LIMITS OF JURISDICTION

1. The jurisdiction of this Stormwater Management Plan extends to:
   a. The project site
   b. Surrounding areas

APPLICATIONS AND NOTICES:

1. Applications for permits or other approvals are required to:
   a. [Insert Required Applications]

2. Notices to the public are required to:
   a. [Insert Required Notices]

STORMWATER MANAGEMENT REQUIREMENTS:

1. Required stormwater management practices are:
   a. [Insert Required Practices]

2. Stormwater management requirements are:
   a. [Insert Stormwater Management Requirements]

FAILURE TO PERFORM

1. Failure to comply with this Stormwater Management Plan will result in:
   a. [Insert Consequences]

SITING OF STORMWATER STRUCTURES:

1. Stormwater structures shall be sited to:
   a. [Insert Siting Requirements]

MATERIALS HANDLING:

1. Materials handling shall be:
   a. [Insert Materials Handling Recommendations]

COMPLIANCE:

1. Compliance with this Stormwater Management Plan is:
   a. [Insert Compliance Requirements]

PREPARED BY:

City of Littleton

[Signature]

[Date]
DOUBiE/ COCONUT NATUR•J.

1.) THE CONTRACTOR SHALL PROTECT ALL STORM DRAIN INLET PROTECTION DEVICES FROM TRASH AND DEBRIS PRIOR TO FINAL ACCEPTANCE. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL FILL IN ALL AREA AROUND THE STORM DRAIN INLET PROTECTION DEVICES WITH DIRT TO ENSURE THAT NO TRASH AND DEBRIS IS DISLODGED INTO THE STREET.

2.) FLOW ThrROugh THE CONTRACTOR SHALL INSTALL THE STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL REMOVE APPROVED BMP'S; THE COST OF BMP REMOVAL WILL BE INCURRED BY THE CONTRACTOR. THE CONTRACTOR SHALL REMOVE APPROVED BMP'S; THE COST OF BMP REMOVAL WILL BE INCURRED BY THE CONTRACTOR.

3.) MATERIALS SPECIFIED IN THIS CONTRACT MUST BE USED AND MUST MEET THE REQUIREMENTS OF THE CONTRACT.

4.) THE CONTRACTOR SHALL PROVIDE A BRIEF EXPLANATION OF THE CONTRACTOR'S CONSTRUCTION METHODS AND MATERIALS USED IN THE PERFORMANCE OF THE WORK.

5.) THE CONTRACTOR SHALL PROVIDE A BRIEF EXPLANATION OF THE CONTRACTOR'S CONSTRUCTION METHODS AND MATERIALS USED IN THE PERFORMANCE OF THE WORK.

6.) INLET PROTECTION:

A. CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.

B. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.

C. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.

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K. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.

L. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.

M. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.

N. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.

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Q. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.

R. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.

S. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.

T. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.

U. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.

V. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.

W. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.

X. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.

Y. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.

Z. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL INSTALL STORM DRAIN INLET PROTECTION DEVICES PRIOR TO FINAL ACCEPTANCE.
MATCHLINE - SEE SHEET SMP3

ARAPAHOE COUNTY
SCHOOL DISTRICT #6

NOTES:
1. REFER TO THE CITY OF LITTLETON STANDARD EROSION CONTROL NOTES ON SHEET SMP1.
2. COORDINATE PROJECT ACCESS LOCATIONS WITH OWNER'S REPRESENTATIVE. INSTALL TEMPORARY SEDIMENT CONTROL MEASURES AT ALL ACCESS POINTS. SEE DETAIL ON SHEET.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF EXISTING TREES, STRUCTURES AND PAVEMENTS, CONTROL OF SURFACE WATER AND GROUNDWATER DURING CONSTRUCTION, AND FOR CONSTRUCTION AND MAINTENANCE OF SUITABLE EROSION AND SEDIMENT CONTROL MEASURES.
4. CONTROL ALL OPERATIONS WITHIN LIMITS OF CONSTRUCTION. THE OBJECTIVE IS TO PROTECT AREAS OUTSIDE OF THE WORK LIMITS FROM DAMAGE DUE TO SITE CONSTRUCTION.
5. ALL DISTURBED AREAS SHALL BE SEeded and MULCHED. REFER TO THE SPECIFICATIONS FOR NATIVE SEED MIX AND MULCH REQUIREMENTS.

MATCHLINE - SEE SHEET SMP5

SCALe: 1"=30'0"
NOTES:
1. REFER TO THE CITY OF LITTLETON STANDARD EROSION CONTROL NOTES ON SHEET SMP1.
2. INSTALL INLET PROTECTION PER DETAIL ON SHEET SMP6.
3. REFER TO THE CITY OF LITTLETON STANDARDS FOR PROTECTION OF EXISTING TREES, STRUCTURES AND PROPERTY LINE EROSION CONTROL MEASURES.
4. REFER TO THE SPECIFICATIONS FOR NATIVE SEED AND MULCH REQUIREMENTS.
5. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED.

LEGEND
- PROPOSED 10' WIDE CRUSHER FINES TRAIL
- PROPOSED 10' WIDE CONCRETE TRAIL
- EXISTING VEGETATION
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- DRAINAGE FLOW
- MATCHLINE - SEE SHEET SMP4

KEYMAP
- PROPOSED TRAIL CENTER LINE
- EXISTING MAJOR CENTER LINE
- EXISTING MINOR CENTER LINE
- SPILLAGE FLOW LINE

MATCHLINE - SEE THIS SHEET
- CONTRACTOR SHALL PROVIDE PROTECTION PER DETAIL ON SHEET SMP5
Concrete Without Area (CWA) MM-1

1. The plan shown is
2. The concrete slab may be used to support any metal, concrete, or other materials. The concrete slab shall be poured to a depth of 4 inches. The concrete slab shall be supported by a poured concrete support system and should be used.
3. The slab shall be poured in concrete forms to a depth of 4 inches. The concrete slab shall be used.
4. The concrete slab shall be supported by a poured concrete support system and should be used.
5. The concrete slab shall be supported by a poured concrete support system and should be used.

Vehicle Tracking Control (VTC) SM-4

1. The plan shown is
2. The concrete slab may be used to support any metal, concrete, or other materials. The concrete slab shall be poured to a depth of 4 inches. The concrete slab shall be supported by a poured concrete support system and should be used.
3. The slab shall be poured in concrete forms to a depth of 4 inches. The concrete slab shall be used.
4. The concrete slab shall be supported by a poured concrete support system and should be used.
5. The concrete slab shall be supported by a poured concrete support system and should be used.

Check Dams (CD) EC-12

1. The plan shown is
2. The concrete slab may be used to support any metal, concrete, or other materials. The concrete slab shall be poured to a depth of 4 inches. The concrete slab shall be supported by a poured concrete support system and should be used.
3. The slab shall be poured in concrete forms to a depth of 4 inches. The concrete slab shall be used.
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5. The concrete slab shall be supported by a poured concrete support system and should be used.
GENERAL NOTES:

CONCRETE DESIGN AND REINFORCING STEEL DETAILS (AS SHOWN) ARE BASED ON A RECENTLY MANUFACTURED/ 받아들인 설계 및 재료 자세. 다음은 최근 제작된 것에 기반합니다.

EXHIBIT TO ITS EXISTING BRIDGE DESIGN AND MATERIALS SPECIFICATIONS.

PRODUCTS FOR THE EXHIBIT TO ITS EXISTING BRIDGE DESIGN AND MATERIALS SPECIFICATIONS.

EPIFACTS FOR THE EXHIBIT TO ITS EXISTING BRIDGE DESIGN AND MATERIALS SPECIFICATIONS.

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PRODUCTS FOR THE EXHIBIT TO ITS EXISTING BRIDGE DESIGN AND MATERIALS SPECIFICATIONS.
1. Verify Abutment Wall Height with Bridge Manufacturer and Coordinate with Manufacturer's Shop Drawings prior to Abutment Construction. Adjust Seating Seat Elevation accordingly to Hold Finished Deck Elevation at Elevation Shown.
2. Verify Anchor Bolt Locations with Manufacturer and Coordinate with Manufacturer's Shop Drawings prior to Abutment Construction.
3. All Reinforcing shall be as shown.
4. Do not backfill until Bridge Superstructure is in place.
**FOOTING AND SUBGRADE NOTES**

1. REFER TO SPECIFICATIONS. REFER TO O.S.P. AND MATERIALS SPECIFICATIONS. REFER TO CONTRACTOR SPECIFICATIONS. REFER TO CONSTRUCTION DRAWING.

2. SUBGRADE SHALL BE AT LEAST 6 FT. BELOW SUBGRADE OR AT LEAST 1 FT. BELOW SUBGRADE. REFER TO CONTRACTOR SPECIFICATIONS.

3. SUBGRADE SHALL BE AT LEAST 6 FT. BELOW SUBGRADE OR AT LEAST 1 FT. BELOW SUBGRADE. REFER TO CONSTRUCTION DRAWING.

4. TURNING PORES EVIDENT FOR AN ALLOWABLE BEARING PRESSURE OF 2,000 PSF.

5. SUBGRADE SHALL BE AT LEAST 6 FT. BELOW SUBGRADE OR AT LEAST 1 FT. BELOW SUBGRADE. REFER TO CONTRACTOR SPECIFICATIONS.

6. SUBGRADE SHALL BE AT LEAST 6 FT. BELOW SUBGRADE OR AT LEAST 1 FT. BELOW SUBGRADE. REFER TO CONSTRUCTION DRAWING.

7. FOUNDATION AND SUBGRADE NOTES.

**APPROACH APRON SECTION**

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**TYPICAL SECTION**

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**NORTH APPROACH PLAN**

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**SOUTH APPROACH PLAN**

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**CONCRETE APPROACH APPEARENCE**

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**STRUCTURE BACKPL CUSHION 1**

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**FOOTINGS**

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CONCRETE ABUTMENT

BEARING ASSEMBLY - PLAN

SIDE VIEW - BEARING ASSEMBLY

SIDE VIEW - BEARING ASSEMBLY

TEFLON BEARING DETAIL

CONCRETE HEADWALL

LANDSCAPE ARCHITECTURE
LANDSCAPE PLANS
URBAN DESIGN

1390 Lawrence Street, Suite 100
Denver, CO 80204 • 303.892.5566

S6

San Engineering LLC
Civil and Structural Engineering

Littleton Community Trail
Littleton, Colorado

Pedestrian Bridge Bearing & Expansion Joint Details

DIMENSIONS: NOT TO SCALE

SCALE: 1" = 1'-0"

PROJECT NUMBER:

E007.09

CONSTRUCTION DOCUMENTS

REUSE OF DOCUMENT://

PROPERLY IDENTIFIED BY

San Engineering LLC

445879

LANDSCAPE ARCHITECTURE
LANDSCAPE PLANS
URBAN DESIGN

Pedestrian Bridge Bearing & Expansion Joint Details

S6
COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Date</th>
<th>Agenda Item</th>
<th>Subject</th>
</tr>
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<tbody>
<tr>
<td>January 7, 2013</td>
<td>9 c i</td>
<td>Designation of Bulletin Board on the north side of the second floor of Englewood Civic Center as the Official Posting Place for all Legal Notices of the City of Englewood for 2013</td>
</tr>
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</table>

INITIATED BY
Department of Finance and Administrative Services
City Clerk's Office

STAFF SOURCE
Frank Gryglewicz, Director of Finance and Administrative Services
Loucrishia Ellis, City Clerk

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

On January 9, 2012 City Council designated the bulletin board on the north side of the second floor of Englewood Civic Center as the Official Posting Place for all Legal Notices of the City of Englewood for 2012.

RECOMMENDED ACTION

Approve a resolution designating the bulletin board on the north side of the second floor of Englewood Civic Center as the Official Posting Place for all Legal Notices of the City of Englewood for 2013.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The OPEN MEETINGS LAW, State Statute § 24-6-402 (2) (c) states that "a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year."

FINANCIAL IMPACT

None

LIST OF ATTACHMENTS

Resolution
RESOLUTION NO. _____
SERIES OF 2013


WHEREAS, the “Open Meetings Law”, State Statute §24-6-402(2)(c) requires that the public place or places for posting legal notices shall be designated annually at the local public body’s first regular meeting of each calendar year.

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

Section 1. The official posting place for all legal notices of the City of Englewood for the year 2013, shall be the Bulletin Board on the north side of the second floor of the Englewood Civic Center and such notices shall be posted under the heading “OFFICIAL CITY NOTICES.” This Resolution does not in any way of itself create a requirement for notice.

ADOPTED AND APPROVED this 7th day of January, 2013.

ATTEST: ________________________________
Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2013.

Loucrishia A. Ellis, City Clerk
COUNCIL COMMUNICATION

Date: January 7, 2013
Agenda Item: 9 c ii
Subject: Police Vehicle Replacement

Initiated By: Police Department

Staff Source:
Jeff Sanchez, Deputy Chief of Police
Pat White, Fleet Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council regularly approves requests for new vehicle replacement.

RECOMMENDED ACTION

The Police Department is recommending that Council approve, by motion, the purchase of ten (10) 2013 Chevrolet Caprices and three (3) 2013 Chevrolet Tahoes for use as marked police vehicles.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Police Department and the Public Works Department are working together to facilitate the replacement of thirteen (13) marked police vehicles. Due to mileage and heavy use, marked police vehicles need to be replaced every four years. Eleven (11) 2009 Ford Crown Victorias and two (2) 2009 Chevrolet Tahoes are due to be replaced.

FINANCIAL IMPACT

The Chevrolet Caprices are available on a state bid for $28,499 each for a total of $284,990.

The Chevrolet Tahoes are available on a state bid for $31,694 each for a total of $95,082.

The total cost is $380,072 which will be paid for through the existing CERF account budgeted by the Police Department.

LIST OF ATTACHMENTS

Service Center Garage Summary Specification Sheet for New Vehicles (Chevrolet Caprice)
Service Center Garage Summary Specification Sheet for New Vehicles (Chevrolet Tahoe)
Quote Worksheet (Chevrolet Caprice)
Quote Worksheet (Chevrolet Tahoe)
SERVICENTER GARAGE

SUMMARY SPECIFICATION SHEET
FOR
NEW VEHICLES

STATE AWARD # 07000YYY82M

ENGLEWOOD BID# ____________________________

MANUFACTURER OF VEHICLE  Chevrolet ________________________

MODEL OF VEHICLE  Caprice ____________________________

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

DEPARTMENT VEHICLE ASSIGNED TO  021105, Police Patrol Operations

COMMENTS:  CERF Replacement on 4 year cycle. Replacing ten (10) 2009 Crown Victoria patrol cars with ten (10) 2013 Chevrolet Caprice patrol cars at $28,499.00 each for a total of $284,990.00.
STATE AWARD # 07000YYY82M

ENGLEWOOD BID# ____________________________________

MANUFACTURER OF VEHICLE ____________________________ Chevrolet

MODEL OF VEHICLE ____________________________ Tahoe

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<thead>
<tr>
<th>Feature</th>
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<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIR CONDITIONING</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>AUTOMATIC TRANSMISSION</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>POWER WINDOWS</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>POWER DOOR LOCKS</td>
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<td>NO</td>
</tr>
<tr>
<td>4 WHEEL DRIVE</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>FLEX FUEL OPTION</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>CERF REPLACEMENT</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>NEW ADDITION TO FLEET</td>
<td>YES</td>
<td>NO</td>
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DEPARTMENT VEHICLE ASSIGNED TO __________ 021105, Police Operations

COMMENTS:  CERF replacement on a 4 year cycle. Replacing two (2) 2009 Chevrolet Tahoe’s (Patrol Supervisor Units) and one (1) Crown Victoria patrol unit as per Department request. Cost per unit is $31,694.00 for a total of $95,082.00
2013 Fleet/Non-Retail Chevrolet Caprice Police Patrol Vehicle 4dr Sdn Polic

QUOTE WORKSHEET

| QUOTE WORKSHEET - 2013 Fleet/Non-Retail 1EW19 4dr Sdn Police |
|------------------|------------------|
| MSRP             | $31,420.00       |
| Destination Charge | $825.00         |
| Optional Equipment | $1,361.00       |
| Dealer Advertising | $0.00           |
| Customer Discount  | ($6,422.00)      |
| Accessories       | $1,315.00        |
| TWO TONE 4 DOORS & TOP |       |
| Total Accessories | $1,315.00        |
| Taxable Price     | $28,499.00       |
| TOTAL             | $28,499.00       |

Customer Signature / Date

Dealer Signature / Date

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.
## WINDOW STICKER

### 2013 Chevrolet Caprice Police Patrol Vehicle 4dr Sdn Polic

<table>
<thead>
<tr>
<th>CODE</th>
<th>Model</th>
<th>Interior:</th>
<th>Exterior 1:</th>
<th>Exterior 2:</th>
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</thead>
<tbody>
<tr>
<td>1EW19</td>
<td>2013 Chevrolet Caprice Police Patrol Vehicle 4dr Sdn Police</td>
<td>- Jet Black</td>
<td>- Phantom Black Metallic</td>
<td>- No color has been selected.</td>
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### OPTIONS

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<tr>
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<th>Description</th>
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<tbody>
<tr>
<td>FE9</td>
<td>EMISSIONS, FEDERAL REQUIREMENTS</td>
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<td>L77</td>
<td>ENGINE, 6.0L V8 SFI WITH ACTIVE FUEL MANAGEMENT, INCLUDES (E85) FL</td>
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<td>MX0</td>
<td>TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED</td>
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<td>1SB</td>
<td>POLICE PREFERRED EQUIPMENT GROUP</td>
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<td>9C1</td>
<td>POLICE PACKAGE</td>
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<td>G1E</td>
<td>PHANTOM BLACK METALLIC</td>
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<td></td>
<td>STANDARD PAINT</td>
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<tr>
<td>ACC</td>
<td>SEATS, FRONT BUCKET, CLOTH WITH HEAVY-DUTY FOAM, VINYL REAR BE</td>
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<tr>
<td>4BB</td>
<td>JET BLACK, CLOTH SEAT TRIM</td>
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<td>UBVW</td>
<td>AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER, SEEK-AND-SCAN, DIGIT</td>
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<tr>
<td>G80</td>
<td>DIFFERENTIAL, LIMITED SLIP</td>
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<td></td>
<td>COOLING, ENGINE OIL QUOLER</td>
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<td>7X7</td>
<td>SPOTLAMP, DRIVER- AND PASSENGER-SIDE</td>
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<td>6A3</td>
<td>FLOOR COVERING, HEAVY-DUTY VINYL, FRONT AND REAR</td>
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<td>6N5</td>
<td>WINDOW SWITCHES, REAR-WINDOW INOPERATIVE</td>
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<td>AMF</td>
<td>KEYS, 6 CUT</td>
<td>$150.00</td>
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<td>6E3</td>
<td>DOOR LOCKS, SINGLE KEY LOCKING SYSTEM, ENTIRE FLEET CODED ALIKE</td>
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<td>6N8</td>
<td>DOOR LOCKS AND HANDLES, INSIDE REAR DOORS INOPERATIVE</td>
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<td>7Y6</td>
<td>LIGHTING, INOPERATIVE DOME AND COURTESY LAMPS</td>
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<tr>
<td>SGT</td>
<td>SPEED LIMITER, 130 MPH TOP SPEED</td>
<td>$95.00</td>
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2013 Fleet/Non-Retail Chevrolet Caprice Police Patrol Vehicle 4dr Sdn Polic

**WINDOW STICKER**

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<tbody>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>$32,781.00</td>
</tr>
<tr>
<td>Advert/Adjustments</td>
<td>$0.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$825.00</td>
</tr>
<tr>
<td><strong>TOTAL PRICE</strong></td>
<td>$33,606.00</td>
</tr>
</tbody>
</table>

Est City: - TBD - mpg
Est Highway: - TBD - mpg
Est Highway Cruising Range: - TBD - mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.
# Quote Worksheet

## Quote Worksheet - 2013 Fleet/Non-Retail CK10706 4WD 4dr 1500 Commercial

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSRP</td>
<td>$43,890.00</td>
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<tr>
<td>Destination Charge</td>
<td>$995.00</td>
</tr>
<tr>
<td>Optional Equipment</td>
<td>($4,544.00)</td>
</tr>
<tr>
<td>Dealer Advertising</td>
<td>$0.00</td>
</tr>
<tr>
<td>Customer Discount</td>
<td>($9,962.00)</td>
</tr>
<tr>
<td>Accessories</td>
<td></td>
</tr>
<tr>
<td>TWO TONE PAINT 4 DOORS AND ROOF</td>
<td>$1,315.00</td>
</tr>
<tr>
<td>Total Accessories</td>
<td>$1,315.00</td>
</tr>
<tr>
<td>Taxable Price</td>
<td>$31,694.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$31,694.00</strong></td>
</tr>
</tbody>
</table>

---

Customer Signature / Date

Dealer Signature / Date

---

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

December 07, 2012 8:03:54 AM
## WINDOW STICKER

**2013 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr 1500 Commercial CK1070**

<table>
<thead>
<tr>
<th>CODE</th>
<th>MODEL</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>CK10706</td>
<td>2013 Chevrolet Tahoe 4WD 4dr 1500 Commercial</td>
<td>$43,890.00</td>
</tr>
</tbody>
</table>

**OPTIONS**

- **ZW7** SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE: $0.00
- **FE9** EMISSIONS, FEDERAL REQUIREMENTS: $0.00
- **LMG** ENGINE, VORTEC 5.3L V8 SFI FLEXFUEL: $0.00
- **MYC** TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED: $0.00
- **GU6** REAR AXLE, 3.42 RATIO: INC
- **1FL** COMMERCIAL PREFERRED EQUIPMENT GROUP: $0.00
- **NX7** WHEELS, 4 - 17" X 7" (43.2 CM X 17.8 CM) STEEL: $0.00
- **QG1** TIRES, P265/70R17 ALL-SEASON, BLACKWALL: $0.00
- **ZY1** SOLID PAINT: $0.00
- **41U** BLACK: $0.00
- **A95** SEATS, FRONT BUCKET WITH PREMIUM CLOTH: $935.00
- **19C** EBONY, PREMIUM CLOTH SEAT TRIM: $0.00
- **US8** AUDIO SYSTEM, AM/FM STEREO WITH MP3 COMPATIBLE CD PLAYER: $0.00
- **5W4** IDENTIFIER FOR SPECIAL SERVICE VEHICLE: -$5,710.00
- **K5L** TRAILERING PACKAGE, HEAVY-DUTY: INC
- **6J1** IGNITION: INC
- **KNP** COOLING, AUXILIARY TRANSMISSION OIL COOLER, HEAVY-DUTY AIR-TO-OIL: INC
- **KC4** COOLING, EXTERNAL ENGINE OIL COOLER, HEAVY-DUTY AIR-TO-OIL, INT: INC
- **K47** AIR CLEANER, HIGH-CAPACITY: INC
- **NQH** TRANSFER CASE, ACTIVE, 2-SPEED ELECTRONIC AUTOTRAC: INC

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Customer File:
### 2013 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr 1500 Commercial CK1070

**WINDOW STICKER**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6E2</td>
<td>KEY, SINGLE, 2-SIDED</td>
<td>INC</td>
</tr>
<tr>
<td>7X7</td>
<td>SPOTLAMPS, LEFT- AND RIGHT-HAND</td>
<td>$820.00</td>
</tr>
<tr>
<td>UN9</td>
<td>RADIO SUPPRESSION, BRAIDED BRASS STRAPS</td>
<td>INC</td>
</tr>
<tr>
<td>ATD</td>
<td>SEAT ADJUSTER, FRONT PASSENGER 6-WAY POWER</td>
<td>INC</td>
</tr>
<tr>
<td>UT7</td>
<td>GROUND STUDS, AUXILIARY</td>
<td>INC</td>
</tr>
<tr>
<td>9G8</td>
<td>HEADLAMPS, DAYTIME RUNNING LAMPS AND AUTOMATIC HEADLAMP CON</td>
<td>$1.00</td>
</tr>
<tr>
<td>UE0</td>
<td>ONSTAR, DELETE</td>
<td>INC</td>
</tr>
<tr>
<td>VPV</td>
<td>SAFETY BELTS, 3-POINT, DRIVER AND FRONT PASSENGER IN ALL SEATING</td>
<td>INC</td>
</tr>
<tr>
<td>9N5</td>
<td>FLOOR CONSOLE DELETE</td>
<td>-$625.00</td>
</tr>
<tr>
<td>5T5</td>
<td>SEATS, REAR VINYL WITH FRONT CLOTH SEATS</td>
<td>INC</td>
</tr>
<tr>
<td>UTQ</td>
<td>CONTENT THEFT ALARM DISABLE</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL** | **$39,346.00**

Advert/Adjustments | **$0.00**

Destination Charge | **$995.00**

**TOTAL PRICE** | **$40,341.00**

Est City: 15.00 mpg  
Est Highway: 21.00 mpg  
Est Highway Cruising Range: 546.00 mi

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December 07, 2012 9:03:54 AM
COUNCIL COMMUNICATION

**Date:** January 7, 2013

**Agenda Item:** 9 c iii

**Subject:** Police Patrol Fleet Equipment and Installation

**Initiated By:** Police Department

**Staff Source:**
- Jeff Sanchez, Deputy Chief of Police
- Pat White, Fleet Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council regularly reviews requests for new vehicle replacement, which includes additional equipment required for marked Police vehicles.

RECOMMENDED ACTION

The Police Department is recommending that Council approve, by motion, a contract to install additional equipment (weapons mounts, lighting, sirens, wiring, and interior/external features) in the new marked Police vehicles. Staff recommends awarding the bid to the lowest acceptable bidder, “Lighting, Accessory & Warning Systems” (L.A.W.S.), in the amount of $79,844.61.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Public Works Department, working in conjunction with the Finance Department, recently completed an “Invitation for Bid” process. Three vendors submitted sealed bids. L.A.W.S. submitted the lowest bid and has the expertise and facilities to do the installation.

FINANCIAL IMPACT

The cost to install the equipment in the ten (10) Chevrolet Caprices is $65,035.54.

The cost to install the equipment in the three (3) Chevrolet Tahoes is $14,809.07.

The total cost is $79,844.61 which will be paid for through the existing CERF account budgeted by the Police Department.

LIST OF ATTACHMENTS

City of Englewood Bid Tabulation Sheet
# City of Englewood Bid Tabulation Sheet

**Bid Opening Date:** November 29, 2012 2:00 P.M. MST  
**ITEM BID:** IFB-12-025 Englewood Patrol Fleet Equipment & Installation

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Addendum Y/N</th>
<th>Patrol Cars (10) Equip &amp; Install</th>
<th>Patrol Tahoes (3) Equip &amp; Install</th>
<th>Total Bid</th>
<th>Exceptions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Av-Tech Electronics</td>
<td>Y</td>
<td>$78,214.90</td>
<td>$17,539.68</td>
<td>$95,754.58</td>
<td>Vendor can offer new Cancom amps and control heads at no extra charge in exchange for old units. Also offer a labor warranty that matches the MFG part warranty at no extra charge.</td>
</tr>
<tr>
<td>12851 W 43rdn Dr</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Golden, CO 80403</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Neil Paccione - Sales</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>303-288-0313</td>
<td></td>
<td></td>
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<tr>
<td>Wireless Advanced Communications</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3901 W Service Rd</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Evans, CO 80620</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Kirk Waddell - Manager</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>970-330-9415</td>
<td></td>
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</tr>
<tr>
<td>L.A.W.S.</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>7124 S Dillon Ct Ste 100</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Englewood, CO 80112</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Devin Marciano - President</td>
<td></td>
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<tr>
<td>720-870-4965</td>
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</tr>
</tbody>
</table>
COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council has previously approved contracts regarding uniform apparel and equipment.

RECOMMENDED ACTION

The Police Department is recommending that Council approve, by motion, a contract for Police uniforms and equipment. Staff recommends awarding the contract to Ryders Public Safety, the lowest technically acceptable bidder.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Police Department, working in conjunction with the Finance Department, recently completed an “Invitation for Bid” process. Two vendors submitted sealed bids. Ryders Public Safety submitted the lowest overall bid and has the qualifications necessary to provide uniform apparel and equipment. In addition, they are located nearby in Sheridan.

FINANCIAL IMPACT

Funds are included in the approved 2013 Budget for Police uniforms and equipment.

LIST OF ATTACHMENTS

City of Englewood Bid Tabulation Sheet
Uniform Agreement
# City of Englewood Bid Tabulation Sheet

Bid Opening: Thursday, August 30, 2012 2:00 PM MDT

ITEM: IFB-12-021 Englewood Police Department Personnel Uniforms

<table>
<thead>
<tr>
<th>Item # and Description</th>
<th>Ryder's Public Safety</th>
<th>Ryder's Public Safety</th>
<th>Norco's Uniforms &amp; Equipment</th>
<th>Exceptions:</th>
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<tbody>
<tr>
<td></td>
<td>$41.95</td>
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<td>Shirt, Short Sleeve</td>
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<tr>
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<td>Shirt, Long Sleeve</td>
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<td>$82.45</td>
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</tr>
<tr>
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<td>$82.45</td>
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<tr>
<td>Navy Blue Size 28-42</td>
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<td>$97.95</td>
<td>$97.95</td>
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</tr>
<tr>
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<tr>
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<tr>
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<td>$82.45</td>
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<tr>
<td>4 pocket Navy Blue Size 44-50</td>
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<td>$82.45</td>
<td>$82.45</td>
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<tr>
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<td>Navy Blue Size 28-42</td>
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<td>Sweater, V Neck Pll-Trol</td>
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<td>$31.95</td>
<td>$33.55</td>
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</tr>
<tr>
<td>Commando Size S-XL</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweater, V Neck Pll-Trol</td>
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<td>$31.95</td>
<td>$33.55</td>
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</tr>
<tr>
<td>Commando Size 2XL-3XL</td>
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<td></td>
</tr>
<tr>
<td>Raincoat, Reversible</td>
<td>$56.95</td>
<td>$56.95</td>
<td>$109.95</td>
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<tr>
<td>Black/Hi-Vis Yellow Size S-XL</td>
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<td></td>
<td></td>
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<tr>
<td>Raincoat, Reversible</td>
<td>$56.95</td>
<td>$56.95</td>
<td>$120.95</td>
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<tr>
<td>Black/Hi-Vis Yellow Size 2XL-3XL</td>
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<tr>
<td>Item Description</td>
<td>Size</td>
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<tr>
<td>---------------------------------------------------------------------------------</td>
<td>---------------</td>
<td>---------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>12. Jacket, Duty Dark Navy Size S-XL</td>
<td>$122.95</td>
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</tr>
<tr>
<td>12. Jacket, Duty Dark Navy Size 2XL-3XL</td>
<td>$122.95</td>
<td>$142.95</td>
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<td>13. Hat, 8 Point top style cap Size S-XL</td>
<td>$34.95</td>
<td>$36.95</td>
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<td></td>
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<tr>
<td>14. Baton Holder 26&quot; Basketweave</td>
<td>$36.95</td>
<td>$38.95</td>
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</tr>
<tr>
<td>15. Baton 26&quot; Foam Handle F26B</td>
<td>$77.95</td>
<td>$81.95</td>
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<tr>
<td>16. Badge Holder with neck chain</td>
<td>$11.95</td>
<td>$11.95</td>
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</tr>
<tr>
<td>17. Belt, Sam Browne Nickel, Basketweave</td>
<td>$31.95</td>
<td>$38.95</td>
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<td></td>
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<tr>
<td>18. Underbelt, Velcro, Basketweave</td>
<td>$17.95</td>
<td>$17.95</td>
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<td></td>
</tr>
<tr>
<td>19. Cuff Case, Single Hidden Snap, Basketweave</td>
<td>$26.95</td>
<td>$26.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Cuff Case, Double Hidden Snap, Basketweave</td>
<td>$37.95</td>
<td>$39.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21. Flashlight Holder, Open bottom, Basketweave</td>
<td>$16.95</td>
<td>$16.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22. Flashlight Holder, Open top, Basketweave</td>
<td>$26.95</td>
<td>$28.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23. Flashlight Holder, Closed top, Basketweave</td>
<td>$26.95</td>
<td>$28.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24. Holster, Mid Ride, Basketweave</td>
<td>$97.95</td>
<td>$116.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25. Holster, Hi Ride, Basketweave</td>
<td>$93.95</td>
<td>$118.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26. Tactical Holster, Kydex, Basketweave</td>
<td>$124.95</td>
<td>$129.95</td>
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<td></td>
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<tr>
<td>27. Keepers, Hidden Snap, Basketweave</td>
<td>$2.95</td>
<td>$3.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28. Key Holder, Silent, Basketweave</td>
<td>$16.95</td>
<td>$22.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29. Mace Holder, MKIII Open top, Basketweave</td>
<td>$29.95</td>
<td>$33.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30. Mace Holder, MKIV Hidden Snap, Basketweave</td>
<td>$31.95</td>
<td>$27.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31. Mag Pouch, Open top, Basketweave</td>
<td>$27.95</td>
<td>$28.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32. Radio Holder, Basketweave</td>
<td>$15.95</td>
<td>$24.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33. Handcuff, Nickel</td>
<td>$24.95</td>
<td>$25.95</td>
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<td></td>
</tr>
<tr>
<td>34. Mace, MKIII</td>
<td>$16.95</td>
<td>$11.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35. Mace, MKIV</td>
<td>$12.95</td>
<td>$13.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36. Traffic Template, Accident Investigations</td>
<td>$9.95</td>
<td>$14.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37. Citation Holder</td>
<td>$19.95</td>
<td>$25.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38. Clip Board</td>
<td>$24.95</td>
<td>$30.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39. Tie, Clip On, Black</td>
<td>$5.95</td>
<td>$4.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40. Nameplate, 3/8&quot; clutch back</td>
<td>$6.95</td>
<td>$6.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41. Bike Short, lined, Black</td>
<td>$46.95</td>
<td>$69.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42. Bike Pant, unlined, Black</td>
<td>$68.95</td>
<td>$71.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43. Nametape, 1&quot; with 8/8&quot; letters, Navy with white letters</td>
<td>$6.95</td>
<td>$4.95</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
UNIFORM AGREEMENT

THIS AGREEMENT entered into the 1st day of January 2013 by and between the City of Englewood, Colorado (hereinafter referred to as “the City”), whose address is 1000 Englewood Parkway, Englewood, Colorado 80110-2373 and Ryders Public Safety (hereinafter referred to as “Vendor”), whose address is 4131 S. Natches Ct, Unit A Englewood, CO 80110.

Whereas, the City is desirous of obtaining various Uniforms for police personnel as per the attached specifications.

TERMS OF AGREEMENT

1. Vendor agrees to have uniforms available for use within thirty (30) days after the formal award and maintain said services and current prices through 2013. Prices may change for the years 2014, 2015 and 2016, not to exceed five percent (5%) per year.

2. The City shall be supplied according to the actual needs of the Police Department.

3. Vendor shall provide all bid items in accordance with the specifications as found in the Invitation For Bid.

4. Vendor agrees to have on hand stock equal to one quarter of the yearly estimated use at all times on all garments classified as stock items to insure prompt delivery.

5. The Vendor agrees that the cost of any alterations relative to the proper length of pant cuff for the employee for whom the garment is supplied shall be reflected in the “net Unit Price” under the bid item shown on the Bid Proposal form.

6. Vendor shall unconditionally guarantee the workmanship and material in any item supplied. Merchandise found to be defective in either workmanship or material shall be replaced at the full expense of the Vendor within fifteen (15) working days from the date the Vendor is notified of the defect.

7. As various garments named in the specifications are required by police personnel of the City, a Uniform Requisition shall be issued which has been authorized by the user’s supervisor.

8. The Vendor agrees upon receipt of the Uniform Requisition to issue the uniform garment(s) to the City Employee. Vendor shall supply employee with a packing slip showing employee’s name and listing garment(s) received.
9. The Vendor shall provide the requesting employee with detailed invoice accompanied by receipts relative to that invoice. The invoice charges will be processed for payment utilizing an authorized City of Englewood Purchasing Credit Card. The City shall pay for said charges within thirty (30) days from receipt of undisputed invoice.

10. Vendor agrees to pay for the return shipment of incorrect merchandise via UPS call tag or other methods.

11. THIS AGREEMENT for providing uniforms shall be for a period of the remainder of the current year (2013), 2014, 2015 and 2016 or until terminated. Should both parties agree to extend this contract for an additional year or years, Vendor must submit a written proposal to the Buyer no later than the First day of January 2017. The City reserves the right to accept, modify, or reject said written proposal. The City shall inform Vendor of its decision through the office of the Purchasing Division.

12. TERMINATION: Either party may terminate this Agreement by giving notice in writing by registered mail, return receipt requested, to the other party thirty (30) days prior to any such intent to cancel this Agreement.

13. APPROPRIATION OF FUNDS: Funds have been appropriated for this project for 2012 and 2013, and it is anticipated that monies will be appropriated for the remaining three (3) years of the agreement. Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by the governing body or are otherwise unavailable by any means whatsoever in the following fiscal period for which appropriations were received without penalty or expense except as to those portions of the agreement or other amount herein for which funds have already been appropriated or are otherwise available. The City shall immediately notify Ryder Public Safety or its assignee of such occurrence in the event of such termination.

14. Both parties hereto represent that they have read this Agreement, understand it, and agree to be bound by all terms and conditions stated herein and acknowledge receipt of a signed, true and exact copy of this Agreement together with such documents referenced herein which shall constitute the entire Agreement with respect to the subject matter herein.
VERIFICATION OF COMPLIANCE WITH C.R.S. 8-17.5-101 ETSEQ. REGARDING HIRING OF ILLEGAL ALIENS

(a) Employees, Contractors and Subcontractors: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

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

(c) Duty to Terminate a Subcontract: If Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the Contractor shall:

(1) Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) Terminate the subcontract with the subcontractor if, within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor had not knowingly employed or contracted with the illegal alien.

(d) Duty to Comply with State Investigation: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation by that the Department is undertaking pursuant to C.R.S. 8-17.5-102 (5).

(e) Damages for Breach of Contract: The City may terminate this contract for a breach of contract, in whole or in part, due to Contractor's breach of any section of this paragraph or provisions required pursuant to C.R.S. 8-17.5-102. Contractor shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph 29.
IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

CITY OF ENGLEWOOD

By: ______________________
Gary Sears
City Manager

VENDOR

Ryders Public Safety
Company or Corporation

By: Richard A. Ryder
(Print Name)

By:
Signature
COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council discussed the proposed Redevelopment Assistance Agreement at the December 10, 2012 Executive Session and there was consensus to bring the proposal forward for consideration at an upcoming City Council meeting.

One related goal of Englewood’s Comprehensive Plan is to initiate business retention, revitalization, and growth strategies. The Retail Analysis and Site Development Assessment also recommends considering City involvement in the development of the former Flood Middle School site. In addition, late last summer City Council implemented an Economic Development Incentive Policy aimed at encouraging redevelopment in Englewood.

RECOMMENDED ACTION

Staff recommends that Council adopt the attached resolution authorizing the City of Englewood to enter into an agreement with Hampden Broadway, LLC for the City to provide assistance to support redevelopment of the former Flood Middle School site. (Hampden Broadway has been established by Barbury Holdings to take ownership of the Flood property from the Englewood School District and prepare the site for vertical development by Wood Partners.)

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The proposed agreement calls for the City to assist Hampden Broadway with the proposed redevelopment of the former Flood Middle School, which was vacated in 2007, when Englewood Schools merged the two middle schools. The proposed redevelopment will result in a private investment of $38 million for the construction of up to 310 apartment units that will house approximately 500 new residents.

Based on Council’s goal to attract new sales and use tax, and retain and expand existing jobs in the City, the proposed agreement is presented for City Council’s consideration. If Council approves the agreement, any assistance would be contingent upon the completion of the new development no later than December 31, 2015.
The agreement contains the following elements:

1. The City shall rebate to Hampden Broadway, LLC those use tax revenues derived from the City’s 3.5% general use tax that are actually attributable to this project. Rebates shall not exceed $170,000 or the actual cost incurred for relocation of the City Ditch, whichever amount is lower.

2. The City will agree to reduce the park dedication fee-in-lieu from $20,000 to $10,000 per acre of the park land dedication requirement. As required by Englewood’s Unified Development Code, the actual amount due will be based on the total number of dwelling units X 1.8 X .0107 X $10,000. For example, based on 310 units, the land dedication requirement is 5.9706 acres, which would total $59,706, calculated at $10,000 per acre.

3. The City will agree to use its credit from Xcel Energy to relocate (underground) Xcel’s overhead utility distribution lines, which is estimated to cost $300,000. The Xcel agreement provides only for utility lines owned by Xcel. Hampden Broadway is responsible for the cost of relocating all other lines.

4. Prior to acquiring a building permit, Hampden Broadway will deposit $10,000 in escrow with the City for the cost of associated project-related traffic improvements deemed necessary by the City at the Broadway and Kenyon intersection adjacent to the development. These funds will remain in escrow for a period of two years after issuance of the certificate of occupancy or at such time the development is 90% occupied, whichever comes first.

FINANCIAL IMPACT

The property will begin to yield property tax to the City at an estimated $11,000 annually. Since the property has not previously been on the tax rolls, the property tax income will be fully “net” relative to current receipts.

The redevelopment’s projected $38 million construction costs, based on an estimated $115,000 per unit, is expected to yield an estimated $500,000 in Building Use Taxes.

In addition, the 500 new residents, with a projected average annual household income of between $85,000 and $100,000, are likely to be purchasing goods and services in the City of Englewood. This spending will not only help improve business for local merchants, but will result in increased Sales Taxes to the City.

LIST OF ATTACHMENTS

Proposed Redevelopment Assistance Agreement
RESOLUTION NO. _____
SERIES OF 2013

A RESOLUTION APPROVING A REDEVELOPMENT ASSISTANCE AGREEMENT WITH
HAMPDEN BROADWAY, LLC, FOR THE REDEVELOPMENT OF 3695 SOUTH LINCOLN
STREET IN ENGLEWOOD, COLORADO.

WHEREAS, the successful attraction and retention of high quality development to the City of
Englewood provides employment and housing opportunities and increased revenue for citizen
services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Englewood to attract new sales and use tax revenue
in the City and remain competitive with other local governments in creating assistance for
redevelopment of existing space in the City; and

WHEREAS, Hampden Broadway Holdings plans to demolish the former Flood Middle School
and build an apartment complex; and

WHEREAS, pursuant to the provisions of Section 31-15-903, C.R.S., the City has the
authority to negotiate for incentive payments or credits with taxpayers who establish new
business facilities or who expand existing business facilities; and

WHEREAS, there has been proposed a Redevelopment Assistance Agreement between the
City and Hampden Broadway, LLC, a copy of which is attached hereto as Exhibit “A” and
incorporated herein by this reference; and

WHEREAS, pursuant to the Constitution of the State of Colorado, and the Home Rule Charter
and ordinances of the City of Englewood, the City has authority to enter into the proposed
Redevelopment Assistance Agreement; and

WHEREAS, the City Council finds that the proposed Redevelopment Assistance Agreement is
consistent with and in furtherance of the business assistance policies of the City, and desires to
approve the Agreement and authorize its execution and implementation;

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

Section 1. The proposed Redevelopment Assistance Agreement between the City of
Englewood and Hampden Broadway, LLC. is hereby approved, a copy of which is attached
hereto as Exhibit A.
Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City Council of the City of Englewood.

ADOPTED AND APPROVED this 7th day of January, 2013.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2013.

Loucrishia A. Ellis, City Clerk
REDEVELOPMENT ASSISTANCE AGREEMENT FOR
HAMPDEN BROADWAY, LLC,
IN THE CITY OF ENGLEWOOD.

THIS AGREEMENT ("Agreement") is made and entered into as of the _ day of _, 2012, between the CITY OF ENGLEWOOD, a Colorado home rule municipal corporation (the "City"), and HAMPDEN BROADWAY, LLC, a Colorado limited liability corporation.

WHEREAS, the City wishes to provide certain business assistance in connection with the former Flood Middle School site redevelopment of approximately 4.56 acres located at South Broadway and Kenyon Avenue also known as 3695 South Lincoln Street, in Englewood, Colorado (the project); and

WHEREAS, Hampden Broadway, LLC plans to purchase and cause the redevelopment of the property located at 3695 South Lincoln Street, Englewood, CO 80113 into an apartment project; and

WHEREAS, it is anticipated that the project will generate property tax and revenue, and create new housing and associated improvements in the City; to generate new sales and use tax revenue, and to create new jobs in the City; and

WHEREAS, City Council finds the execution of this Agreement will serve to provide a public benefit and advance the public interest and welfare of the City.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the City and Hampden Broadway, LLC agree as follows:

1. **Use Tax Rebates.** The City shall rebate to Hampden Broadway, LLC, building use tax revenues, derived from the imposition of the City's 3.5% use tax, that are actually collected by the City and attributable to this project. Rebates shall not exceed the lesser amount of $170,000 or the actual cost incurred for relocation of the City Ditch. This rebate is to assist in the necessary relocation of the City Ditch across the subject property. The City Ditch Right-of-Way vacation and grant of a new Right-of-Way must be approved by the Water and Sewer Board and City Council, which approval process requires approximately six weeks to complete. The construction of the relocated City Ditch will be pursuant to City approved plans and specifications. Construction may take place at any time with the tie-ins or reconnection limited to 48 hours on an approved date. Documentation and City approval of the completed City Ditch and documentation of the actual cost of relocation is required prior to the processing of the request for the rebate of building use tax.

2. **Payment of Funds.** The building use tax rebate shall be paid by the City in a single payment and shall be made after receipt of payments of building use tax in an amount equal to or in excess of the rebate amount. The City shall pay no interest on the amount subject to rebate.
3. **Use of Funds.** Funds rebated pursuant to this Agreement shall be used by Hampden Broadway, LLC solely to reimburse Hampden Broadway, LLC for the costs incurred for the relocation of the City Ditch.

4. The City agrees to reduce the park dedication fee-in-lieu from $20,000 to $10,000 per acre of the park land dedication requirement. As required by the City's Unified Development Code, the actual amount due will be based on the total number of dwelling units X 1.8 X .0107 X $10,000. For example, based on 310 units, the land dedication requirement is 5.9706 acres, which at $10,000 per acre would total $59,706.

5. The City agrees to utilize its credit from Xcel Energy for relocation and/or undergrounding of Xcel overhead utility distribution lines located on the property, estimated at $300,000. The Xcel agreement provides only for utility lines owned by Xcel. Hampden Broadway, LLC is responsible for the cost of relocation of all other lines. Hampden Broadway, LLC will coordinate the Xcel undergrounding through the City's Public Works Department.

6. Prior to acquiring a building permit, Hampden Broadway, LLC will deposit $10,000 in escrow with the City Finance Department for the cost of associated project related traffic improvements at the Broadway/Kenyon intersection as deemed necessary by the City. These funds will remain in escrow with the City for a period of two years after issuance of the certificate of occupancy or at such time as the development is 90% occupied, whichever comes first. At that time, the City will refund any amount not obligated or expended by the City for such traffic improvements.

7. **Entire Agreement.** This instrument shall constitute the entire agreement between the City and Hampden Broadway, LLC and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

   Edward Barsocchi, Co-Manager  
   Thomas Bradbury, Jr., Co-Manager  
   Hampden Broadway, LLC  
   4725 South Monaco Street, Suite 205  
   Denver, CO 80237

   Mike Flaherty, Deputy City Manager  
   Alan White, Director of Community Development  
   1000 Englewood Parkway  
   Englewood, CO 80110

8. **Termination.** This Agreement shall terminate and become void and of no force or effect upon the City if, by December 31, 2015, Hampden Broadway, LLC has not completed the project (as evidenced by the issuance of a certificate of occupancy); or should Hampden Broadway, LLC fail, after a thirty day Notice of Violation, to comply with any City code.
9. **Subordination.** The City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales and use tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

10. **Annual Appropriation.** Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20, or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Hampden Broadway, LLC understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or recourse to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.

11. **Governing Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with the City of Englewood City Charter and the City of Englewood Municipal Code. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation; they shall first engage, in good faith, the services of a mutually acceptable, qualified, and experienced mediator or panel of mediators for the purpose of resolving such dispute. In the event such dispute is not fully resolved by mediation or otherwise within 60 days after a request for mediation by either party, then either party may commence legal proceedings regarding the dispute. The venue for any lawsuit concerning this agreement shall be in the District Court for Arapahoe County, Colorado.

12. **Legal Challenge: Escrow.** The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.

13. **Assignment.** This Agreement is personal to Hampden Broadway, LLC and Hampden Broadway, LLC may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the express written authorization of the City Council. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.
14. **No Joint Venture.** Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and Hampden Broadway, LLC. The City shall never be liable or responsible for any debt or obligation of Hampden Broadway, LLC.

HAMPDEN BROADWAY, LLC

By: _

Thomas H. Bradbury, Jr., Co-Manager

STATE OF COLORADO  
COUNTY OF **DENVER**  

The foregoing instrument was acknowledged before me this 17th day of **DECEMBER** 2012, by Thomas H. Bradbury, Jr., as Co-Manager of Hampden Broadway, LLC.

My commission expires: 09/19/2016

Notary

By: _

Edward Barcoccini, Co-Manager

STATE OF COLORADO  
COUNTY OF **DENVER**

The foregoing instrument was acknowledged before me this 1st day of **DECEMBER**
My commission expires: 09/19/2016

CITY OF ENGLEWOOD

By: _____________________________
Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk