Agenda for the
Regular Meeting of the
Englewood City Council
Monday, April 21, 2014
7:30 pm

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

1. Call to Order.

2. Invocation.

3. Pledge of Allegiance.

   a. The flags will be presented by members of Cub Scout Pack 79 and Boy Scout Troop 14

4. Roll Call.

5. Consideration of Minutes of Previous Session.

   a. Minutes from the Regular City Council Meeting of April 7, 2014.

6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)

   a. Students from the University of Colorado will perform "Public Notices" in conjunction with their ongoing collaboration with the M12 Collective and the Museum of Outdoor Arts exploring alternative educational practices and citizenship.

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

   Council Response to Public Comment.

8. Communications, Proclamations, and Appointments.

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.

9. Consent Agenda Items

a. Approval of Ordinances on First Reading.

i. Council Bill No. 23 --- Recommendation from the Police Department to adopt a Bill for an Ordinance authorizing an Intergovernmental Agreement to allow the City of Englewood's participation in the Colorado Information Sharing Consortium (CISC). **Staff Source: Jeff Sanchez, Deputy Police Chief.**

ii. Council Bill No. 25 --- Recommendation from the Fire Department to approve a bill for an ordinance authorizing an Intergovernmental Agreement with Colorado Department of Public Safety Division of Fire Prevention and Control regarding joint staffing and operation of a state Wildland Fire Engine. **Staff Source: Andrew Marsh, Fire Chief and Richard Petau, Deputy Fire Chief.**

b. Approval of Ordinances on Second Reading.

i. Council Bill No. 20, authorizing Englewood's continued participation in the South Platte Water Related Activities Program.

ii. Council Bill No. 21, authorizing a farm lease agreement for farm management services of the Wastewater Treatment Plant's beneficial use farm near Byers and Bennett, Colorado.

c. Resolutions and Motions.

i. Recommendation from the Finance and Administrative Services Department to approve a resolution authorizing a supplemental appropriation to the 2014 Budget for distribution of the South Broadway Englewood Business Improvement District funds and funding for additional security for the Library. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**

ii. Recommendation from the Public Works Department to approve, by motion, a construction contract for partial deck repairs to the West Dartmouth Bridge. Staff further recommends awarding the contract to the lowest acceptable bidder, KECI Colorado, Inc. in the total estimated amount of $122,000. **Staff Source: Dave Henderson, Deputy Public Works Director**.

10. Public Hearing Items.

a. A public hearing to gather input on Council Bill No. 22, amending sections of Title 16 of the Englewood Municipal Code pertaining to non-conforming structures.

11. Ordinances, Resolutions and Motions

a. Approval of Ordinances on First Reading.

b. Approval of Ordinances on Second Reading.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.

c. Resolutions and Motions.

i. Recommendation from the Community Development Department approving a resolution waiving the building permit fees, the plan review fees, the single family drainage inspection fees, the minor subdivision fee and the fee in lieu of park land dedication associated with the development 2153-55 W. Baltic Place into two paired single family homes. **Staff Source: Harold Stitt, Senior Planner and Janet Grimmett, Housing Finance Specialist**

ii. Recommendation from the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee and Information Technology Department to approve, by motion, an Information Technology Network Infrastructure upgrade for network switches at the Littleton/Englewood WWTP. Staff further recommends awarding the contract to 24/7 Networks, taking advantage of State of Colorado contract pricing in the amount of $74,843.60. **Staff Source: Cindy Goodburn, L/E WWTP Business Services Manager and Jeff Konishi, Director of Information Technology.**

12. General Discussion.

a. Mayor's Choice.

b. Council Members' Choice.

i. Registration for Colorado Municipal League Conference in Breckenridge, CO from June 17-20, 2014.

13. City Manager's Report.

14. City Attorney's Report.

a. A motion to approve the Settlement Agreement with the City of Denver and Grand County.

15. Adjournment.

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.

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
April 21, 2014	9 a i	Intergovernmental Agreement - Colorado Information Sharing Consortium (CISC)

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

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

N/A

RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a Bill for an Ordinance authorizing the Mayor to sign an Intergovernmental Agreement to allow our participation in the Colorado Information Sharing Consortium (CISC).

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Colorado Information Sharing Consortium (CISC) was created in 2007 to further the sharing of information between and among law enforcement agencies within the State of Colorado through the use of "Coplink." Coplink is a software product that connects disparate police records management systems and other data systems and allows police officers to conduct ad hoc inquiries to match evidence, explore tips and hunches, generate leads and solve crime.

The original CISC was formed via a memorandum of understanding (MOU) between the participating agencies. The current CISC, because it is based on a mere MOU, has no legal status or authority.

The purpose in creating a governmental authority under Colorado Revised Statutes is to allow the CISC to legally enter into contracts to purchase updated products for a statewide entity, to pursue grant opportunities to fund new and improved technologies and systems, and to provide governmental immunity.

FINANCIAL IMPACT

Our portion of the Coplink Data Source Maintenance Service Agreement (with IBM) is $7,800. This is a budgeted item and is paid for out of the Police Department budget.

LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2014

COUNCIL BILL NO. 23
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT OF THE COLORADO INFORMATION SHARING CONSORTIUM (CISC).

WHEREAS, the Colorado Information Sharing Consortium (CISC) was established in 2007 to further the sharing of information between and among law enforcement agencies within the State of Colorado through the use of "COPLINK"; and

WHEREAS, COPLINK is a software product that connects disparate police records management systems and other data systems; and

WHEREAS, allowing police officers to conduct ad hoc inquiries to match evidence, explore tips and hunches, generate leads and solve crime; and

WHEREAS, in 2007 the original CISC was formed via a memorandum of understanding between the participating agencies which created no legal status or authority for the original CISC; and

WHEREAS, the purpose in creating a governmental authority under Colorado Revised Statutes is to allow the CISC to legally enter into contracts to purchase updated products for a statewide entity, to pursue grant opportunities to fund new and improved technologies and systems, and to provide governmental immunity; and

WHEREAS, the passage of this Ordinance authorizes the City of Englewood to participate in the Colorado Information Sharing Consortium (CISC); and

WHEREAS, financial obligations and governance of the CISC are contained within the intergovernmental agreement; and

WHEREAS, no federal funding will be used by the City in the execution of this 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 for the City of Englewood to participate in the Colorado Information Sharing Consortium (CISC), 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 21st day of April, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 25th day of April, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of April, 2014 for thirty (30) days.

_____
Randy P. Penn, Mayor

ATTEST:

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 21st day of April, 2014.

_____
Loucrishia A. Ellis

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT
OF THE
COLORADO INFORMATION SHARING CONSORTIUM

TABLE OF CONTENTS

RECITALS
DEFINITIONS
01. Definitions 2
CREATION OF THE COLORADO INFORMATION SHARING CONSORTIUM
02. Creation of the CISC 2
03. Principal Place of Business 2
04. CISC Purpose 3
DATA SHARING AGREEMENT
05. Data Sharing 3
06. Data Use 3
07. Personnel Authorized to Access Data 3
08. Data Security 3
09. Data Custody and Control 3
10. Data Accuracy 3
11. Intelligence Information 3
POWERS OF THE COLORADO INFORMATION SHARING CONSORTIUM
12. Powers of the CISC 4
13. Restrictions on Powers of the CISC 4
BOARD OF DIRECTORS
14. Board of Directors 5
15. Number of Directors, Term, and Term Limits 5
16. Eligibility, Appointment, Removal, and Vacancies 5
17. Compensation 5
18. Action of the Board at a Meeting 5
19. Committees 6
20. Alternates and Absentee Voting 6
21. Representative's Right to Attend Meetings 6
MANAGEMENT OF THE CISC
22. CISC Manager 6
23. Additional Assistance from Assigned Employees 7
FINANCIAL
24. Deposits and Expenditures 8
25. Fiscal Agent 8
26. Fiscal Year 8
27. No Multiple Year Fiscal Obligations 8
RIGHTS OF PARTIES
28. No Duty to Pay Membership, Annual, or Other Fees 8
29. Voluntary Assumption of Debts 8
30. Financial Responsibility 8

31. Examination of Records 8
32. Addition of New Parties 9
33. Right to Terminate Participation 9
GENERAL PROVISIONS
34. Amendments 9
35. Construction and Interpretation 9
36. Duplicate Counterparts 9
37. Entire Agreement 10
38. Governing Law 10
39. Indemnification 10
40. Mediation 10
41. No Third-Party Beneficiaries 10
42. Severability 10
43. Term 10
44. Termination 10

INTERGOVERNMENTAL AGREEMENT
OF THE
COLORADO INFORMATION SHARING CONSORTIUM

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is effective as of the [_____] day of [_____], 2014 (the "Effective Date," as further defined below) by and between the Adams County Sheriff's Office, the Arapahoe County Sheriff's Office, the City of Aurora, the Colorado Department of Public Safety of the State of Colorado, the City of Colorado Springs, the City of Commerce City, the City and County of Denver, the Douglas County Sheriff's Office, the City of Grand Junction, the Board of County Commissioners of the County of Jefferson, the Board of County Commissioners of the County of Mesa, and all other entities or agencies that sign this Agreement consistent with the requirements herein (individually a "Party" and collectively the "Parties").

RECITALS

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

WHEREAS, Part 2 of Article 1, Title 29 of the Colorado Revised Statutes (the "C.R.S.") encourages and authorizes intergovernmental agreements for the joint and cooperative provision of public services;

WHEREAS, C.R.S. § 29-1-203 authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each and to establish a separate legal entity to do so;

WHEREAS, 21 U.S.C. § 873 and regulations promulgated thereunder authorize certain agencies within the Federal government to cooperate with local, state, tribal, and Federal agencies for the purpose of exchanging certain information;

WHEREAS, the Parties, along with other Colorado law enforcement entities, have previously entered into a nonbinding and voluntary memorandum of understanding (the "MOU") to jointly develop the statewide Colorado Information Sharing Consortium (the "CISC") with the purpose and intent of sharing law enforcement information, primarily through a software product known as COPLINK;

WHEREAS, the Parties, along with the other signatories of the MOU, have determined that it is in the public's best interest to formalize the CISC into a legal entity in order to permit the CISC to enter into contracts and utilize economies of scale for the purchase of future services, products, and maintenance and to enter into information sharing agreements with jurisdictions outside the State of Colorado;

WHEREAS, the Parties and other signatories of the MOU have agreed to organize and operate a separate legal entity pursuant to C.R.S. § 29-1-203(4), which shall be known as the Colorado Information Sharing Consortium; and

WHEREAS, the Parties intend for other entities or agencies to join as Parties to this Agreement by signing a separate signature page to this Agreement consistent with the requirements herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

DEFINITIONS

1. Definitions. In addition to the above defined terms, the following terms shall have the meaning ascribed to them.

a. "Assigned Employee" shall mean a Party's employee assigned to work full- or part-time on behalf of the CISC.

b. "Board" shall mean the Board of Directors of the CISC.

c. "Data" shall mean facts, detailed information, police report narratives, supplemental report narratives, other text-related information as determined and released by each Party's internal information sharing policy, and other materials provided by a Party to the CISC. "Data" shall not mean Intelligence Information (defined below).

d. "Director" shall mean a director on the Board of the CISC.

e. "Effective Date" shall be the date written in the preamble, which shall be the date on which the sixth Party signed this Agreement.

f. "Intelligence Information" shall mean evaluated data relevant to the identification of criminal activity engaged in by an individual or organization reasonably suspected of involvement in criminal activity that meets criminal intelligence system submission criteria as set forth in Part 23 of Title 28 of the Code of Federal Regulations. Intelligence Information is a criminal justice record pursuant to C.R.S. § 24-72-302(4).

g. "Manager" shall mean a person who is assigned to manage the day-to-day operations of the CISC.

h. "Representative" shall mean the chief law enforcement officer of each Party or the person designated by the chief law enforcement officer of each Party.

CREATION OF THE COLORADO INFORMATION SHARING CONSORTIUM

2. Creation of the CISC. Pursuant to C.R.S. § 29-1-203(4), the Parties hereby create a separate legal entity known as the Colorado Information Sharing Consortium, or CISC, which shall have the powers, authorities, duties, privileges, immunities, rights, and responsibilities as set forth herein.

3. Principal Place of Business. The principal place of business of the CISC shall be 15001 East Alameda Parkway, Aurora, CO 80012, unless and until otherwise established from time to time by the Board.

4. CISC Purpose. The purpose of the CISC is to facilitate the sharing of Data and Intelligence Information between the Parties and non-Party governmental entities and agencies authorized by the Board.

DATA SHARING AGREEMENT

5. Data Sharing. Each Party shall share Data with the Parties and with non-Party governmental entities or agencies authorized by the Board.

6. Data Use. Shared Data shall only be used for law enforcement purposes consistent with the welfare and protection of the general public.

7. Personnel Authorized to Access Data. Only the Parties' employees and employees of non-Party governmental entities or agencies authorized by the Board shall be allowed to access the Data. All persons with access to the Data must first pass an adequate background screen. The Board shall determine what constitutes an adequate background screen for the purpose of access to Data.

8. Data Security. The Parties and any non-Party governmental entities or agencies authorized by the Board shall maintain, enforce, and follow security requirements for the Data as specified by the Board, including requirements on network configuration and network access.

9. Data Custody and Control. Each Party shall retain custody and control and shall remain the official custodian of any Data shared by that Party. The CISC shall not have custody and control and shall not be the official custodian of any Data. The CISC shall not release any Data pursuant to a request under Part 2 or Part 3 of Article 72, Title 24, C.R.S. or pursuant to a subpoena unless specifically ordered to do so by a court of competent jurisdiction.

10. Data Accuracy. The Parties understand that the Data shared by the Parties may not be accurate. The Board may set standards and requirements for Parties to correct inaccurate Data.

11. Intelligence Information.

a. No Obligation to Share. No Party shall be required to share Intelligence Information and may deny a request to share Intelligence Information for any reason.

b. Standard for Sharing. When Intelligence Information is disseminated through the CISC, it shall be disseminated consistent with Part 23 of Title 28 of the Code of Federal Regulations.

c. Policies and Procedures. The Board may set policies and procedures regarding Intelligence Information use, receipt, maintenance, security, and dissemination not inconsistent with Part 23 of Title 28 of the Code of Federal Regulations.

d. Intelligence Information Custody and Control. All Intelligence Information shall remain the sole proprietary information of the Party contributing that Intelligence Information. Each Party shall retain custody and control and shall remain the official custodian of any Intelligence Information shared by that Party. The CISC shall not have custody and control and shall not be the official custodian of any Intelligence Information. The CISC shall not release any Intelligence Information pursuant to a

request under Part 2 or Part 3 of Article 72, Title 24, C.R.S. or pursuant to a subpoena unless specifically ordered to do so by a court of competent jurisdiction.

POWERS OF THE COLORADO INFORMATION SHARING CONSORTIUM

12. Powers of the CISC. In order to enable the CISC to carry out its functions and provide the services described herein, the CISC shall have the power:

a. Acquire Property. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property;

b. Add Parties. To approve other governmental entities or agencies authorized to lawfully provide, establish, maintain, or operate law enforcement services to join the CISC on the conditions determined by the Board;

c. Adopt Rules and Regulations. To adopt rules and regulations regarding the exercise of its powers and the carrying out of its purposes;

d. Apply for Grants. To apply for and receive grants in its own name;

e. Conduct Business. To conduct its business and affairs for the benefit of the Parties and their residents;

f. Contract. To enter into, make, and perform contracts of every kind;

g. Engage Agents. To engage, employ, or appoint agents, including but not limited to accountants, architects, attorneys, consultants, employees, engineers, and managers and to pay the direct and indirect reasonable costs of such agents for services rendered to the CISC;

h. Fees and Charges. To assess, fix, maintain, and revise fees and charges for functions, services, or facilities provided by the CISC or to cover the cost of operating and managing the CISC; however, pursuant to paragraph 28, neither the CISC nor any Party shall have the power to compel a Party to pay any fees, rates, or charges;

i. Incur Debt. To incur debts and obligations, deliver bonds or notes for monies borrowed or other obligations of the CISC, and to secure the payment of such bonds or obligations, except that no party shall be liable for any debts or obligations of the CISC;

j. Legal Process. To litigate, arbitrate, or mediate in its own name;

k. Receive Contributions. To receive contributions of gifts, grants, or services; and

l. Terminate a Party's Participation in this Agreement. To terminate or limit a Party's participation in this Agreement.

13. Restrictions on Powers of the CISC. The CISC shall not have the power:

a. Eminent Domain. To take property by eminent domain;

b. Obligate Payment. To obligate a Party to pay any money to the CISC or to another Party, except that the CISC may enter into contracts with Parties for the payment of money; or

c. Tax. To impose taxes.

BOARD OF DIRECTORS

14. Board of Directors. The governing body of the CISC shall be the Board, in which all administrative and legislative power of the CISC is vested. The purpose of the Board is to set policy for the CISC and decide important issues of the CISC.

15. Number of Directors, Term, and Term Limits. There shall be eleven (11) Directors on the Board. Six (6) Directors shall have terms that expire on March 31 of every even numbered year. Five (5) Directors shall have terms that expire on March 31 of every odd numbered year. There shall be no limit to the number of terms an individual may serve as a Director.

16. Eligibility, Appointment, Removal, and Vacancies. Each Director must be an employee of a Party. If a Director is no longer employed by a Party, the Director shall no longer be a Director. A Director may resign at any time and for any reason by giving two weeks prior written notice to the Board. A vacant Director position shall be filled by majority vote of the Representatives as soon as practicable.

a. Initial Appointment. The initial Directors shall be appointed by the Representatives of the eleven named Parties listed in the preamble of this Agreement. The Representatives of the first six (6) named Parties that agree to and sign this Agreement shall each appoint one Director, whose terms shall expire on March 31, 2016. The Representatives of the next five (5) named Parties that agree to and sign this Agreement shall each appoint one Director, whose terms shall expire on March 31, 2015.

b. Subsequent Appointment. After the initial Directors' terms expire, all subsequent Directors shall be appointed by a majority vote of the Representatives.

17. Compensation. A Director shall not receive compensation for the Director's service to the CISC. The Board may provide for reimbursement to a Director, Representative, or other person for actual and reasonable expenses incurred while performing duties for the CISC. At no time shall a Director or a Representative be considered an employee of the CISC.

18. Action by the Board at a Meeting. Meetings of the Board may be held at any place that a majority of the Directors on the Board may determine. Directors may attend the meeting in person or by conference telephone or similar communications equipment, and such participation at a meeting shall constitute attendance. The following rules shall apply.

a. Quorum. The attendance of at least a majority of the Directors of the Board shall constitute a quorum for the transaction of business.

b. Voting. The affirmative vote of a majority of the Directors on the Board that are present at any meeting at which there is a quorum shall be an act of the Board, unless a supermajority is specified herein or by rules adopted by the Board.

c. Minutes. Minutes of each meeting and a record of each decision shall be kept by the Board.

19. Committees. The Board may designate one or more committees that shall serve at the pleasure of the Board. Any committees shall have the powers and responsibilities granted by the Board to that committee.

20. Alternates and Absentee Voting. A Director may appoint an alternate who will have the same voting rights as the Director when participating in Board meetings in the absence of the Director. Alternates must be employed by a Party. Absentee voting, where a Director votes without attending a meeting (whether in person or by other communications equipment) or without appointing an alternate, is not allowed.

21. Representative's Right to Attend Meetings. Each Representative, or an alternate, shall have the right to attend, whether in person or by conference telephone or similar communications equipment, any meeting of the Board and to voice opinions on any matter concerning the CISC.

MANAGEMENT OF THE CISC

22. CISC Manager.

a. Appointment. Upon request from the Board, the Representatives shall jointly nominate one or more persons to be the Manager and submit those persons' names to the Board. Based on those nominations, the Board shall select one or more persons to be the Manager. The appointment of a Manager shall be contingent upon the approval of the Representative of the Party employing the Manager.

b. CISC Manager. The Manager shall manage the day-to-day operations of the CISC and undertake and execute the Board's instructions and directions. The Manager shall have the administrative authority necessary to perform the tasks and responsibilities assigned pursuant to this Agreement. The Board may grant to the Manager any additional administrative authority as the Board deems necessary. The Manager shall attend all meetings of the Board and follow the Board's instructions and directions.

c. Eligibility and Employment. The person(s) serving as the Manager must be an employee of a Party at all times during that person's tenure as the Manager. The Manager shall not be considered an employee of the CISC. The Board may hire an employee of the CISC under terms written and negotiated by the Board to perform the duties of the Manager under the supervision and direction of the Board.

d. Term. The Manager's term is expected to last for two (2) years, but the actual length (whether longer or shorter) shall be determined by agreement between the Board and the Representative of the Party employing the Manager. Whether the Manager works full- or part-time on CISC matters shall be determined by agreement between the Board and the Representative of the Party employing the Manager. The Board may remove the Manager at any time and for any reason. The Representative of the Party employing the Manager may recall the Manager at any time and for any reason by giving sixty (60) days prior written notice to the Board, unless the Representative and the Board agree to other notification requirements.

e. Compensation. The Party employing the Manager shall bear the full cost of the Manager. The CISC shall not be obligated to reimburse the Party employing the Manager for the cost of the Manager. However, the Board may assess an annual fee on the Parties to reimburse the Party employing the Manager (or the CISC, if the CISC hires an employee to perform the duties of the Manager) for all or part of the costs associated with employing the Manager. As is stated in paragraph 28 of this Agreement, and consistent with that paragraph, no Party is obligated to pay any annual fees but may be denied access to the CISC or face other non-monetary penalties.

23. Additional Assistance from Assigned Employees.

a. Appointment. The Board may seek an Assigned Employee from the Parties. Upon request from the Board, any Representative may volunteer one or more Assigned Employees to work full- or part-time on behalf of the CISC. The Board may accept or decline the person volunteered to become an Assigned Employee.

b. Assigned Employees. Each Assigned Employee shall work under the supervision and direction of the Manager. Each Assigned Employee shall have the administrative authority necessary to undertake and execute the tasks and responsibilities assigned by the Manager and the Board. The Board may grant to any Assigned Employee any additional administrative authority as the Board deems necessary. An Assigned Employee shall attend meetings of the Board if and when the Board or the Manager requests that Assigned Employee's presence.

c. Eligibility and Employment. Any person serving as an Assigned Employee must be an employee of a Party at all times during that person's tenure as an Assigned Employee. The Assigned Employee shall not be considered an employee of the CISC. The Board may hire one or more full- or part-time employees of the CISC under terms written and negotiated by the Board to work under the supervision and direction of the Manager and the Board.

d. Term. The Assigned Employee's term shall be determined by agreement between the Board and the Representative of the Party employing the Assigned Employee. Whether the Assigned Employee works full- or part-time on CISC matters shall be determined by agreement between the Board and the Representative of the Party employing the Assigned Employee. The Board may remove the Assigned Employee at any time and for any reason. The Representative of the Party employing the Assigned Employee may recall the Assigned Employee at any time and for any reason by giving thirty (30) days prior written notice to the Board, unless the Representative and the Board agree to other notification requirements.

e. Compensation. The Party employing an Assigned Employee shall bear the full cost of that Assigned Employee. The CISC shall not be obligated to reimburse the Party employing the Assigned Employee for the cost of the Assigned Employee. However, the Board may assess an annual fee on the Parties to reimburse the Party employing the Assigned Employee (or the CISC, if the CISC employs an employee to perform the duties of the Assigned Employee) for all or part of the costs associated with employing the Assigned Employee. As is stated in paragraph 28 of this Agreement, and consistent

with that paragraph, no Party is obligated to pay any annual fees but may be denied access to the CISC or face other non-monetary penalties.

FINANCIAL

24. Deposits and Expenditures. All funds of the CISC shall be deposited to the credit of the CISC in an interest bearing account. No payments or withdrawals of such funds in an amount over five hundred dollars ($500) shall be allowed without prior approval of the Board and the written authorization of two (2) Directors. Payments or withdrawals of such funds in amounts up to and including five hundred dollars ($500) may be authorized by the Manager.

25. Fiscal Agent. The Board may request that a Party or other entity be the fiscal agent for the CISC.

26. Fiscal Year. The fiscal year of the CISC shall be January 1 through December 31 of each year.

27. No Multiple Year Fiscal Obligations. The Parties do not intend to create a multiple year fiscal obligation for any Party by virtue of this Agreement. The Parties acknowledge that any future monetary obligations of any Party are subject to sufficient appropriations by each Party and such appropriations are not guaranteed to be made.

RIGHTS OF PARTIES

28. No Duty to Pay Membership, Annual, or Other Fees. No Party shall be required by this Agreement to pay any membership, annual, or other fees or charges imposed by the Board. The sole remedy for the failure of a Party to pay any fees or charges shall be, at the Board's discretion, (a) exclusion from the CISC, (b) denial of Data and Intelligence Information sharing with other Parties through the CISC, (c) loss of any or all of the privileges and rights of a Party, (d) termination of the non-paying Party's participation in this Agreement, or (e) any combination of the foregoing as determined by the Board.

29. Voluntary Assumption of Debts. A Party may voluntarily elect to be liable, in whole or in part, for any or all of the debts, liabilities, or obligations of the CISC at the sole discretion of that Party.

30. Financial Responsibility. The CISC shall not be required to pay any Party's costs associated with acquiring or maintaining any hardware or licensed software necessary for that Party to participate in the CISC. The Board may agree to pay for expenses incurred by a Party that, in furtherance of the CISC's purposes, (a) maintains goods for use by other Parties or (b) provides services to other Parties.

31. Examination of Records. Any authorized agent of a Party, including an authorized auditor or his or her representative, has the right to access and the right to examine any pertinent fiscal books, documents, papers, and records of the CISC involving fiscal transactions for three (3) years after the date of the fiscal transaction.

32. Addition of New Parties.

a. Law Enforcement Requirement. All Parties, and any entity or agency that becomes a Party, must be governmental entities or agencies that are authorized to lawfully provide, establish, maintain, and operate law enforcement services.

b. Signatories of the MOU. All entities and agencies that signed the MOU prior to the Effective Date are vested with approval to become Parties by signing a separate signature page to this Agreement that states that the new Party agrees to the terms and conditions of this Agreement. Upon delivery of the signed signature page to the Manager, satisfaction of any conditions imposed by the Board, and payment of any CISC membership fees, if applicable, such entity or agency shall be a Party.

c. Non-Signatories of the MOU. Any entity or agency that did not sign the MOU prior to the Effective Date may become a Party by (i) gaining approval of the Board and (ii) signing a separate signature page to this Agreement that states that the new Party agrees to the terms and conditions of this Agreement. Upon delivery of the signed signature page to the Manager, satisfaction of any conditions imposed by the Board, and payment of any CISC membership fees, if applicable, such entity or agency shall be a Party.

d. CISC Membership Fee. Any entity or agency that signed the MOU prior to the Effective Date and paid a CISC membership fee at that time shall not be required to pay an additional membership fee in order to join the CISC. Any entity or agency that (i) signed the MOU prior to the Effective Date but did not pay a CISC membership fee at the time or (ii) did not sign the MOU prior to the Effective Date may be required to pay a CISC membership fee in an amount determined by the Board as a condition of becoming a Party.

33. Right to Terminate Participation. A Party may terminate its participation in this Agreement by giving written notice to the Board at least sixty (60) days prior to the date of termination, unless the Board and a specific Party have agreed on a different notice period.

GENERAL PROVISIONS

34. Amendments. This Agreement shall not be amended unless seventy-five percent (75%) of the Representatives approve such amendment in writing. The sole remedy for any Party that disagrees with any amendments is to terminate its participation in this Agreement.

35. Construction and Interpretation. The table of contents and the section and other headings and subheadings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement.

36. Duplicate Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original. The signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

37. Entire Agreement. This Agreement embodies the entire understanding and agreement among the Parties concerning the CISC and supersedes any and all prior negotiations, understandings, or agreements, including the MOU.

38. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Colorado to the extent not inconsistent with Federal law.

39. Indemnification. Without waiving the protections, limitations, and requirements of the Colorado Governmental Immunity Act in Article 10, Title 24, C.R.S., each Director, Representative, Manager, Assigned Employee, officer, agent, and volunteer shall be provided with a legal defense and indemnification as provided by that person's employer to the extent not inconsistent with Federal law.

40. Mediation. In the event of a dispute between the Parties regarding the interpretation of this Agreement or regarding any issue arising under this Agreement, the Parties hereby agree to the following mediation procedure. First, the disagreeing Parties will submit the issue to the Representatives, who will mediate the disagreement and try to devise an acceptable solution. If that process fails, the disagreeing Parties will submit the issue to the highest elected officials of each Party (*e.g.*, the Mayor of a city or the County Commissioners of a county) who will mediate the disagreement and try to devise an acceptable solution. The highest elected official of each Party may approve a designee to mediate on behalf of that Party. The Parties agree to mediate in good faith. If any disagreeing Party requests a mediator, the disagreeing Parties shall jointly select a mediator and share the cost of the mediator equally. Decisions by the Board are not subject to mediation. This paragraph shall apply to the extent not inconsistent with Federal law.

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

42. Severability. In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any Party, entity, or person by a court of competent jurisdiction, (a) the remainder of this Agreement shall not be affected thereby, (b) such determination shall not affect or impair the validity or enforceability of any other provision, and (c) the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

43. Term. The term of this Agreement shall be unlimited and shall extend until terminated as provided herein.

44. Termination. This Agreement may be terminated upon agreement in writing of seventy-five percent (75%) of the Representatives. Upon termination of the CISC, any monetary funds held by the CISC shall be distributed, after paying the debts and obligations of the CISC, to the Parties proportionate with the number of sworn law enforcement officers employed by each Party. Additionally, upon termination of the CISC, any non-monetary assets shall become the property of the Party in possession of those assets.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

The Adams County Sheriff's Office

By: _____

Name: Doug Darr

Title: Adams County Sheriff

Date: _____

Attest: _____

Name: _____

The Arapahoe County Sheriff's Office

By: _____

Name: David C. Walcher

Title: Arapahoe County Sheriff

Date: _____

Attest: _____

Name: _____

The City of Aurora

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The Colorado Department of Public Safety

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The City of Colorado Springs

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The City of Commerce City

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The City and County of Denver

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The Douglas County Sheriff's Office

By: _____

Name: David Weaver

Title: Douglas County Sheriff

Date: _____

Attest: _____

Name: _____

The City of Grand Junction

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The Board of County Commissioners of the County of Jefferson

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

SEPARATE SIGNATURE PAGE
TO THE
INTERGOVERNMENTAL AGREEMENT
OF THE
COLORADO INFORMATION SHARING CONSORTIUM

By signing this separate signature page to the Intergovernmental Agreement of the Colorado Information Sharing Consortium (the "Agreement"), the undersigned agrees to be bound by the terms and conditions of the Agreement. Consistent with paragraph 32 of the Agreement, upon delivery of this signed signature page to the Manager of the CISC, satisfaction of any conditions imposed by the Board, if applicable, and payment of any CISC membership fees, if applicable, the undersigned shall be a Party to the Agreement with all the rights and responsibilities thereunder. This signature page shall be appended to the Agreement and shall become part of the Agreement as of the date listed below.

Name of Entity: City of Englewood

By: _____

Name: Randy Penn

Title: Mayor

Date: May 5, 2014

Attest:

_____

Name: Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
April 21, 2014	9 a ii	Intergovernmental Agreement by and between Colorado Department of Public Safety Division of Fire Prevention and Control and the City of Englewood regarding Joint Staffing and Operation of a State Wildland Fire Engine

Initiated By:	Staff Source:
Fire Department	Richard Petau, Deputy Fire Chief Andrew Marsh, Fire Chief

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

This request was discussed at the April 14, 2014 City Council Study Session.

1) The City supports cost-effective and innovative service delivery partnerships.
2) The City has numerous mutual aid and automatic aid agreements with other agencies and jurisdictions.

RECOMMENDED ACTION

Staff seeks Council's approval of a bill for an ordinance authorizing an Intergovernmental Agreement by and between Colorado Department of Public Safety Division of Fire Prevention and Control and the City of Englewood regarding joint staffing and operation of a State Wildland Fire Engine.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This agreement will allow the Englewood Fire Department's Wildland Firefighting Team (EFD-WFT) to assist other agencies and jurisdictions with wildland firefighting activities, when requested to do so by the State of Colorado, thus reducing the impact of wildland fires locally, regionally, statewide and nationally.

Accompanying the IGA, there is a Memorandum of Understanding (MOU) between the Colorado Department of Public Safety Division of Fire Prevention and Control and the Englewood Fire Department regarding joint staffing and operation of a State-owned wildland fire engine. The MOU includes the housing of a State-owned wildland fire engine at the Metro Fire Training Facility.

The concepts contained in this agreement are the most effective means currently known for rapidly making resources available to fight wildland fires. The EFD-WFT is a highly trained and skilled team of 10 individuals who are frequently requested to assist in these efforts.

FINANCIAL IMPACT

There is no cost to the City to house the wildland fire engine other than providing garage space for the wildland fire engine and office space for the State wildland firefighter assigned to the vehicle during weekdays. The City is responsible for the regular salaries and benefits of our employees when they are deployed on wildland fire incidents, but these expenses and costs for position backfills are reimbursed by the State per incident for eligible expenses.

LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2014

COUNCIL BILL NO. 25
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF PUBLIC SAFETY DIVISION OF FIRE PREVENTION AND CONTROL REGARDING JOINT STAFFING AND OPERATION OF A STATE WILDLAND FIRE ENGINE AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, wildland fire protection responsibilities on non-federal lands in Colorado follow a hierarchy of local jurisdictions (fire protection districts) with the State of Colorado with the Department of Public Safety Division of Fire Prevention and Control (DFPC) being the lead state agency for wildland fire management; and

WHEREAS, it is the duty of the Sheriffs of the various counties of the State of Colorado to report as soon as practicable the occurrence of any fire in any forest in the state, either on private or public lands, to the DFPC "or its authorized agent"; and

WHEREAS, the chief of the fire department in each Colorado fire protection district is responsible for the management of wildland fires that occur within the district boundaries and that are within the capability of the fire protection district to control or extinguish; and

WHEREAS, when wildland fires exceed the capability of the fire department to control or extinguish, the fire chief may transfer responsibility for the fire to the county sheriff with the concurrence of the sheriff; and

WHEREAS, when wildland fires exceed the capability of the county sheriff to control or extinguish, DFPC may assist the sheriff in controlling or extinguishing such fires, and may assume command of such incidents with the concurrence of the sheriff; and

WHEREAS, the Director of DFPC shall determine, in consultation with local authorities and with the approval of the Governor, geographic areas of the state, including Wildland-Urban Interface areas, in which the state has a financial responsibility for managing forest and wildland fires; and

WHEREAS, it is the intent of the Parties that DFPC resources, including engines, and firefighters, be available to assist in fire management activities on lands throughout Colorado and as needed as part of a resource mobilization for fires in other states; and

WHEREAS, it is the intent of the Parties that the City resources be available to assist in fire management activities on lands for which DFPC is responsible for protecting, as needed, as part of a resource mobilization for fires; and

WHEREAS, it is to the Parties' mutual advantage to coordinate efforts for the prevention, detection, and suppression of wildland fires, fuels management, prescribed fire, non-wildland fire emergencies (as authorized), and cooperative projects for resource protection in their areas of responsibility, and to limit duplication and improve efficiency and effectiveness; and

WHEREAS, the intergovernmental agreement between the Colorado Department of Public Safety Division of Fire Prevention and Control and the City of Englewood is for the joint staffing and operation of a State-owned wildland fire engine; and

WHEREAS, the accompanying Memorandum of Understanding (MOU) is designed to provide guidance to all parties involved relating to the expectations of daily operations of the jointly staffed wildland fire engine; and

WHEREAS, the concepts contained in the MOU are the most effective means currently known for rapidly making resources available to fight wildland fires; and

WHEREAS, there is no cost to the City to house the wildland fire engine other than providing garage space for the wildland fire engine and office space for the State wildland firefighter assigned to the vehicle.

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 By and Between Colorado Department of Public Safety Division of Fire Prevention and Control and the City of Englewood Regarding Joint Staffing and Operation of A State Wildland Fire Engine," attached hereto as "Exhibit A".

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes the "Memorandum of Understand By and Between Colorado Department of Public Safety Division of Fire Prevention and Control", attached hereto as "Exhibit B".

Section 3. The Englewood City Council hereby authorizes the Englewood Fire Chief to sign the agreement and the Memorandum of Understanding for and on behalf of the City of Englewood, attached as Exhibits A and B.

Section 4 The City will be reimbursed by the State of Colorado for temporary staffing and operation. Federal funds may be used to reimburse the State under this agreement.

Introduced, read in full, and passed on first reading on the 21st day of April, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 25th day of April, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of April, 2014 for thirty (30) days.

_____
Randy P. Penn, Mayor

ATTEST:

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 21st day of April, 2014.

_____
Loucrishia A. Ellis

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT
By and Between
COLORADO DEPARTMENT OF PUBLIC SAFETY
DIVISION OF FIRE PREVENTION AND CONTROL
And
ENGLEWOOD FIRE DEPARTMENT

Regarding
JOINT STAFFING AND OPERATION OF
A STATE WILDLAND FIRE ENGINE

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the Colorado Department of Public Safety, Division of Fire Prevention and Control ("DFPC") and the Englewood Fire Department ("EFD"). EFD and DFPC are referred to collectively as the "Parties" and individually as a "Party".

PARTIES AND STATUTORY AUTHORITIES

EFD is a political subdivision of the State of Colorado and a body corporate with those powers of a public or quasi-municipal corporation which are specifically authorized by, and in compliance with, Section Title 32, Article 1, C.R.S.

DFPC is a division of the Department of Public Safety, a principal department of the executive department of state government created pursuant to C.R.S. § 24-1-110 (1) (u) and 24-33.5-103.

Statutory Authorities

C.R.S. § 13-21-113.7	Firefighter and Incident Management Team Immunity
Title 24, Article 10, C.R.S.	Governmental Immunity
C.R.S. § 24-33.5-1201 (4)	Transfer of State Forest Service Authority to DFPC
C.R.5. § 24-33.5-1203	Duties of DFPC
C.R.S. § 24-33.5-1218	DFPC Cooperation with Governmental Units
C.R.S. § 24-33.5-1219	Wildland Fires - Duty of Sheriff to Report
Title 29, Article 22.5, C.R.S.	Wildland Fire Planning
C.R.5. § 29-1-201 thru 203	Authority to Enter Into Intergovernmental Agreements
C.R.S. § 30-10-513 and 513.5	Duties of Sheriff Relating to Fires
C.R.S. § 30-11-124	Fire Planning Authority
Title 32, Article 1, C.R.S.	Special District Provisions

RECITALS

Wildland fire protection responsibilities on non-federal lands in Colorado follow a hierarchy of local jurisdiction (fire protection districts) to the County Sheriff to the State of Colorado with the DFPC being the lead state agency for wildland fire management.

It is the duty of the Sheriffs of the various counties of the State of Colorado to report as soon as practicable the occurrence of any fire in any forest in the state, either on private or public lands, to DFPC "or its authorized agent."

The chief of the fire department in each fire protection district in the state is responsible for the management of wildland fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish. When wildland fires exceed the capability of the fire department to control or extinguish, the fire chief may transfer responsibility for the fire to the county sheriff with the concurrence of the sheriff. When wildland fires exceed the capability of the county to control or extinguish, DFPC may assist the sheriff in controlling or extinguishing such fires, and may assume command of such incidents with the concurrence of the sheriff.

The Director of DFPC shall determine, in consultation with local authorities and with the approval of the Governor, geographic areas of the state, including wildland-urban interface areas, in which the state has a financial responsibility for managing forest and wildland fires.

DFPC is committed to cost-effective and innovative service delivery partnerships for wildland fire suppression within Colorado. It is the intent of the Parties that DFPC resources, including engines and firefighters, be available to assist in fire management activities on lands for which the EFD is responsible for protecting.

EFD is committed to provide cost-effective service to its citizens, is ideally situated to provide regional mutual aid response, and currently has a wildland fire suppression program in place. It is the intent of the Parties that EFD resources be available to assist in fire management activities on lands for which DFPC is responsible for protecting.

It is to the Parties' mutual advantage to coordinate efforts for the prevention, detection, and suppression of wildland fires, fuels management, prescribed fire, non-wildland fire emergencies (as authorized), and cooperative projects for resource protection in their areas of responsibility, and to limit duplication and improve efficiency and effectiveness.

A joint staffing program will provide a cost-effective means to meet the Parties' respective missions and will be a benefit locally, regionally and statewide through the provision of additionally staffed wildland fire engine resources.

The Parties wish to enter into this Intergovernmental Agreement ("Agreement") to jointly staff a state-owned wildland fire engine for use locally, regionally and state wide to reduce the impact of wildland fire on the citizens of Colorado.

NOW, THEREFORE, in consideration of mutual promises and covenants, the Parties agree as follows:

AGREEMENT

1. Term of Agreement. The term of this Agreement shall commence upon execution by all Parties and shall terminate on December 31 of the year in which it is executed. However, the term of this agreement shall be extended automatically for consecutive one-year terms, unless any party notifies the other parties in writing prior to the end of the present term of its intent not to extend the term of this agreement.

2. Joint Staffing of State Fire Engine

2.1 The Parties agree to jointly staff one state-owned wildland fire engine for use locally, regionally and state-wide to reduce the impact of wildland fire on the citizens of Colorado.

2.2 DFPC will provide one state-owned wildland fire engine and associated equipment ("DFPC Engine") and one qualified engine captain (NWCG ENGB qualified) with the possibility of additional DFPC staff if funds are available. If available, EFD will provide one, possibly two NWCG qualified full-time or seasonal firefighters (FFT2 or FFT1) to provide a total staff of three (3) during the fire season. "Fire Season" will be the period between May 1 and October 31 of each year. For purposes of this agreement only, the term "employee(s)" shall mean paid and/or volunteer personnel. Due to the nature of EFD being paid full time employees; both parties understand that full staffing of the DFPC engine may not always be possible. EFD will attempt at all possibilities to provide staffing during peak times of the season if EFD has personnel who are willing to staff the DFPC engine. Staffing levels may change as deemed necessary by the EFD Fire Chief during high fire danger or at the discretion of the EFD Fire Chief due to local conditions within the EFD Boundaries. Other DFPC employees and Cooperators from other departments/agencies may be used to staff the DFPC Engine during these times. The EFD must have signed at least one of the following agreements to staff DFPC engines; Temporary Staffing of DFPC Engines for Wildfire Assignments Agreement, Call When Needed Staffing and Operation of a State Wildland Fire Engine Agreement, or Joint Staffing and Operation of a State Wildland Fire Engine Agreement.

2.3 Except when on assignment, the DFPC Engine and personnel will be housed at EFD facilities and be made available for response. The DFPC Engine and crew will be available for response to any incident for which they are trained and equipped, including wildland fire, structural fires, emergency medical situations, hazardous materials, motor vehicle accidents and natural disasters within the boundaries of the EFD and its mutual aid partners. Response is provided on an "as available" basis.

2.4 Personnel will maintain their respective agency identities and will not infer that they are employed by any agency other than their actual employer and will be subject to their respective personnel system laws and rules.

2.5 The Engine Captain or ranking firefighter (in the absence of the Engine Captain) shall maintain operational control of the DFPC Engine and assigned firefighters at an incident in accordance with the Incident Command System (ICS). The Parties commit to adhering to the ICS for the command and control of all resources and personnel.

3. DFPC Engine and Operation

3.1 The DFPC Engine provided to the EFD will be a Type 6 wildland fire engine, which shall be operated and maintained by DFPC at its cost. The DFPC Engine will maintain DFPC logos and markings, but may also have the EFD logo attached as appropriate. The DFPC Engine will be fully equipped by DFPC at no cost to the EFD.

3.2 The Parties will provide appropriate Personal Protective Equipment (PPE) to their respective employees.

3.3 The Parties agree that their respective personnel may ride, drive, operate, and work on, in, and around each other's vehicles, apparatus, stations and equipment based upon needs and training and pursuant to any applicable laws. All employees of the Parties who will be driving the DFPC Engine shall have a current and valid Colorado Driver's license.

4. Apportionment of Expenses

4.1 For regular day to day operations each Party will cover its own operating expenses, including equipment purchases, vehicle maintenance, salaries and benefits, and office equipment. DFPC will be permitted to occupy and use EFD facilities at no cost, subject to a separate memorandum of understanding concerning such occupancy and use.

4.2 When the DFPC Engine responds to mutual aid incidents, each Party to this Agreement will be responsible for employee costs for its respective employees during the mutual aid period. After which, each Party may bill the requesting agency as outlined in the mutual aid agreement or annual operating plan.

4.3 When EFD personnel are requested for an extended period outside of their District boundaries for the benefit of DFPC, DFPC will provide reimbursement to EFD for employee costs. Payment will follow standard DFPC reimbursement guidelines for interagency incident responses.

4.4 Neither Party may encumber the funds of the other Party for any purpose at any time without separate written authorization to do so.

4.5 Each Party's obligations under this Agreement are subject to annual appropriation by its governing body and shall not constitute or give rise to a general obligation or other indebtedness of either Party.

5. Insurance and Liability

5.1 The Parties are each responsible for the acts or omissions of its respective personnel, and any such liability is controlled and limited by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. ("CGIA") and C.R.S. § 13-21-113.7, as applicable.

5.2 Each Party shall be solely responsible for providing worker's compensation insurance covering its own employees acting under the provisions of this Agreement, including accidents, injuries and diseases that occur while the employee is acting under the direction of or at the request of the other Party. Each Party will maintain its own liability insurance coverage for all of its real and personal property as required by law. Neither Party will cover the other Party's liabilities or fiduciary responsibilities or workers compensation, unless expressly authorized by a written agreement executed by the Parties.

6. Accident and Incident Reporting and Investigation. If an accident or incident occurs related to this Agreement, all parties shall be notified as soon as practical. The Parties shall initiate a joint investigation of the accident or incident, as needed.

7. Training. During the term of this Agreement, the Parties agree to provide each other's personnel with any training necessary for successfully performing the duties and responsibilities related to interagency wildland engine and crew operations.

8. Memorandum of Understanding. A separate Memorandum of Understanding ("MOU") will be governing day-to-day operational issues related to this Agreement will be entered into by the Parties. The MOU will be the guiding document for the employees participating in the joint engine staffing program and shall include such things as chain of command; authorities; care and maintenance of equipment, facilities, vehicles and apparatus; response procedures and protocols; staffing and scheduling; and other matters. The MOU may be amended by the Parties as needed. In the event of a conflict between this Agreement and the MOU, this Agreement shall control.

9. Amendments. This Agreement may only be amended by a written document executed by the Parties.

10. Severability. If any provision of this Agreement, or the application of such provision to any person, entity or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those in which it is held invalid, shall not be affected thereby.

11. Relationship of Parties. The Parties enter into this Agreement as separate and independent governmental entities and each shall maintain such status throughout the term of this Agreement. Nothing contained in this Agreement and no performance under this Agreement by personnel of a Party shall in any way alter or modify the status of that Party's directors, officers, volunteers, agents, or employees for purposes of workers' compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, or other conditions or requirements of employment.

12. Authority. The persons who sign and execute this Agreement represent that they are duly authorized to execute this Agreement on behalf of their Party.

13. Counterpart Signatures. This Agreement may be executed in counterparts and by facsimile or electronic PDF, all of which shall constitute full and final execution of this Agreement.

COLORADO DEPARTMENT OF PUBLIC SAFETY
DIVISION OF FIRE PREVENTION AND CONTROL

APPROVAL:

By: _____

Paul L. Cooke, Director
Division of Fire Prevention and Control

Date: _____

ENGLEWOOD FIRE DEPARTMENT

APPROVAL:

By: _____

Andy Marsh, Chief
Englewood Fire Department

Date: _____

MEMORANDUM OF UNDERSTANDING
By and Between
COLORADO DIVISION OF PUBLIC SAFETY
DIVISION OF FIRE PREVENTION AND CONTROL
And
ENGLEWOOD FIRE DEPARTMENT
Regarding
JOINT STAFFING AND OPERATION OF
A STATE WILDLAND FIRE ENGINE

EXHIBIT B

1. BACKGROUND AND PURPOSE

The Colorado Division of Fire Prevention and Control (DFPC) and the Englewood Fire Department (EFD) have entered into an Agreement for the provision of a jointly staffed wildland fire engine based at EFD. The Agreement is the legal document providing authority for this action and will supersede this, or any other document as necessary. This Memorandum of Understanding (MOU) is designed to provide guidance to all parties involved on the expectations of daily operations of the jointly staffed wildland fire engine.

This MOU outlines the framework for the Standard Operating Guidelines (SOG) for how both parties will operate the program. This MOU does NOT take the place of either parties existing policies, procedures, or guidelines. In cases where this MOU conflicts with and agencies written policy, procedure, or guideline, the agencies policy, procedure, or guideline will prevail.

This MOU holds no legal standing and is simply an admittal by both parties to jointly work together within the framework outlined herein. This MOU may be amended as needed during the effective period with concurrence of all parties.

2. 2014 STAFFING PLAN

2.1 DFPC will provide one permanent Engine Captain. Additional DFPC employees may staff the engine if funds are available. The Captain will work a 40 hour work week. The Captain will be available for call-back during off duty hours when there is a high likelihood of a fire response. The Captain will communicate with the EFD Fire Chief, or his designee, regarding the availability of the engine during off duty hours each week. The Captain's schedule may only be altered with approval of DFPC supervisory staff.

2.2 EFD will provide if available; one, possibly two Firefighters from June 1 to September 30. Firefighters will be assigned to the engine crew. EFD may adjust the length of the term as needed after consultation with DFPC. EFD may change the schedule of the Firefighters as needed, but must inform DFPC if such change will affect the availability of the engine to respond. If no EFD personnel are available for response during this time, DFPC may utilize surrounding fire departments/fire protection districts for personnel as long as the FD/FPD has signed a staffing IGA (call when needed, temporary staffing, joint staffing) with DFPC.

2.3 In the event of a temporary absence of the DFPC Captain (Illness, vacation, other assignment), DFPC will make every attempt to cover the vacancy with another fully ENGB qualified DFPC employee. If DFPC is unable to provide another Captain, consultation between the DFPC Regional Fire Management Officer and the EFD Fire Chief will occur to determine the best course of action. Due to state fleet rules, regulations and insurance requirements a DFPC employee must be present on the engine for the engine to be available for assignment in or out of district. Solutions may include, but are not limited to;

A. Move any DFPC/EFD staff to a EFD engine during the absence. An EFD employee must be present on the EFD engine.
B. Have the DFPC/EFD staff remain on the DFPC engine, but respond jointly with another engine (DFPC or EFD) to ensure adequate supervision. A DFPC employee must be present on the DFPC engine.
C. Have an EFD Engine Boss cover the absence. A DFPC employee must be present on the DFPC engine.
D. If no DFPC employee is available to staff the engine, the DFPC engine will be unavailable.

2.4 In the event of a temporary absence of either of the EFD employees, EFD will make every attempt to cover the vacancy with another fully qualified EFD employee. If EFD is unable to provide another employee, or if there are no EFD personnel available ,consultation between the DFPC Regional Fire Management Officer and the EFD Fire Chief will occur to determine the best course of action. These may include options described above.

2.5 Due to the nature of EFD being full time employees; both parties understand that staffing of the DFPC engine may not always be possible. EFD will attempt at all possibilities to provide staffing during peak times of the season if EFD has personnel that are willing to staff the DFPC engine. Staffing levels may change as deemed necessary by the EFD Fire Chief during High fire danger or at the discretion of the EFD Fire Chief due to local conditions within the EFD Boundaries.

3. DAILY OPERATIONS

3.1 The crew assigned to the DFPC engine will maintain a standard daily schedule. This schedule may be amended as needed due to incident responses or other issues. The Engine Captain will devise a written schedule. This schedule should be made in conjunction with EFD so as to avoid duplication or conflict.

3.2 The crew will be required to participate in at least 60 minutes of physical conditioning each day. The exercise routine may be varied, but should focus on cardiovascular and endurance exercises. The exercise period may be scheduled anytime during the day.

3.3 The crew will be required to perform daily vehicle and equipment inspections on all assigned apparatus at the beginning of each day to ensure operational readiness.

3.4 The crew will be required to perform daily station maintenance and cleaning. This will be directed by EFD personnel as needed. DFPC personnel will keep assigned work and storage areas clean and tidy.

3.5 The crew will be required to hold at least one wildland fire specific training each week. This may be classroom or field and is not limited to standard National Wildfire Coordinating Group trainings. The DFPC will also notify the Fire Chief of such trainings and allow other EFD personnel to attend such trainings so long as it will not interfere with the DFPC Engine Captain's outcomes and goals of said training.

3.6 The crew will participate in provided EFD training where appropriate.

3.7 The crew is encouraged to participate in public education events held in the area.

3.8 The crew is encouraged to provide trainings to agencies in Adams, Arapaho, Douglas, Elbert and Jefferson Counties.

3.9 Ensure that Pueblo Interagency Dispatch is aware of the engine status.

4. CHAIN OF COMMAND

4.1 In general, each agency is responsible for its own employee. Each agency will conduct any needed performance planning, evaluations, or corrective actions. The direct supervisor for the DFPC Engine Captain is the Regional Fire Management Officer.

4.2 EFD employees assigned to the DFPC engine, will follow the direction of the DFPC Engine Captain, so long as this direction is not in violation of law, EFD policy, or safety standards.

4.3 The DFPC Engine Captain will take direction from the Fire Chief or designee, when conducting daily activities. This is to ensure that obligations are met, and that schedule conflicts are minimized.

4.5 When assigned to an incident, either within the EFD or outside, all parties agree to follow the Incident Command System (ICS). Every person will take direction from their assigned incident supervisor. Every employee retains the right to refuse an unsafe assignment.

4.6 When confusion, or a conflict occurs regarding the chain of command, the Englewood Fire Chief and the DFPC Regional Fire Management Officer will confer and resolve the issue to the benefit of the program.

5. DISCIPLINARY ISSUES

5.1 Disciplinary issues should be handled at the lowest level possible. In most cases, a disciplinary issue is caused by a lack of understanding and can be resolved through discussion and explanation of expectations.

5.2 In the event that a disciplinary issue involving any member of the jointly staffed engine cannot be resolved, the issue will be brought to both the EFD Fire Chief and The DFPC Regional Fire Management Officer. The situation will be reviewed and each agencies personnel policies will be taken into account. An attempt to resolve the issue at this level will be made before elevating it to a higher authority.

5.3 Either EFD or DFPC may request the other party have an employee removed from the engine crew due to performance, safety or disciplinary issues. The parties will attempt resolution before removal.

6. IN DISTRICT RESPONSE

6.1 The DFPC engine and crew may respond to incidents within the EFD boundaries as requested by EFD, this includes DFPC supervisory personnel such as Regional Fire Management Officers. The engine will be operated following the DFPC Engine SOG #03-10. This limits the incidents to which a DFPC engine may be driven emergent.

6.2 As the engine is a regional resource, it will coordinate through the Pueblo Interagency Dispatch Center (PBC) on a daily basis. The engine may be dispatched through "200" for local and mutual aid incidents. The engine will advise PBC if they have been requested through 200 to respond to an incident.

6.3 DFPC personnel may operate in the following functions for non-wildland fire incidents; Per the IGA, the DFPC Engine and crew will be available for response to any incident for which they are trained and equipped, including wildland fire, structural fires, emergency medical situations,

hazardous materials, motor vehicle accidents and natural disasters within the boundaries of the EFD and its mutual aid partners. Response is provided on an "as available" basis.

A. Structure fires: The DFPC employee can assist as needed, but must be trained by EFD on the specific operation to be conducted.
B. Medical situations: Assist EMS personnel with scene control, patient movement, and support functions. May provide direct patient care up to the First Responder Level if so trained or EMT level as long as DFPC employee is currently recognized a the minimum of Colorado State EMT certification and or National Registry EMT
C. Traffic accidents: Assist with scene control and general hazard mitigation. May assist with extrication but must be trained by EFD.
D. Hazardous Materials: Support function only, unless the DFPC employee is trained by EFD on the specific operation to be conducted and proper equipment is provided by EFD
E. Others: This may include technical rescue, water and ice rescue, service calls, bomb threats, etc. DFPC may perform a support role, if properly trained. At no time should a DFPC employee be expected to perform a function which places them in to an IDHL environment.

7. ZONE RESPONSE

7.1 The Initial Attack Zone for the engine is roughly designated as Douglas, Elbert, Arapaho, and Adams Counties. However, when requested by Pueblo Interagency Dispatch (PBC) for IA response within the PBC Zone, the engine should honor the request.

7.2 In general, the engine will normally be dispatched through PBC for zone response. There may be occasions when the engine is requested through another channel to respond, but the crew must immediately notify PBC of the response.

7.3 When the engine responds to incidents outside of the EFD boundaries, EFD agrees to cover the cost of its employees as does DFPC during the mutual aid period. There may be times when the mutual aid period has passed, yet the fire is still not in a reimbursable status. If there is an imminent threat to life or property, the crew shall remain engaged without regard to the end of the mutual aid period until the threat has passed.

Once the mutual aid period has lapsed, and the incident will not be reimbursable, the Engine Captain should make every effort to be released. If the benefiting agency is still in need of the resource, for example: the engine is needed in a rural area to assist with mop-up the next day as there are no volunteer firefighter available; then the Engine Captain should consult with both the DFPC Regional Fire Management Officer and the EFD Fire Chief. If the assignment can be completed with minimal impacts to either agency (logistically or financially), then approval is likely.

8. OFF ZONE RESPONSE

8.1 The DFPC engine is part of the PBC Engine Rotation Program. As such, there is an opportunity for the engine and crew to travel to incidents outside of the immediate response

zone. The Engine Captain will coordinate with the DFPC Regional Fire Management Officer and the EFD Fire Chief for approval to become available for off zone incidents.

8.2 When approved for off zone availability the DFPC Engine Captain will status the engine appropriately in ROSS and ensure that the assigned personnel are also available as LOCAL in ROSS. The Captain may also check with PBC to ensure they are status correctly.

8.3 EFD may maintain a list of call when needed personnel for use on the DFPC engine when sent off zone. These personnel may be utilized to augment or replace the seasonal personnel as needed. Also, EFD may choose to replace a seasonal employee in favor of priority trainee for off zone assignments.

8.4 The DFPC Captain will be responsible for the readiness of the engine and crew both while available and while assigned to an incident. EFD personnel will follow the direction of the DFPC Captain while assigned off zone.

8.5 The DFPC Captain will maintain all resource orders and reimbursement documentation associated with the incident until return to station. Each agency will then be responsible for its own billing.

9. DFPC PREPOSITIONING

9.1 DFPC reserves the right to preposition its engine anywhere within Colorado for the good of the people. Engine prepositions are normally coordinated well in advance of the actual movement. EFD will be included in the discussions on engine prepositioning.

9.2 When the engine is prepositioned outside of the PBC zone, a resource order will be generated and the Off Zone guidelines will be in effect. The resource order will designate DFPC as the payee and EFD will bill DFPC for personnel costs.

9.3 The cost of back-fill is normally not permitted for preposition orders, but may be considered on a case by case basis.

9.4 DFPC may choose, after consultation with EFD, to preposition the engine utilizing on DFPC personnel.

10. ACCIDENTS AND INJURIES

10.1 An accident involving a DFPC vehicle will be handled according to the current State of Colorado policy. Both DFPC and EFD should be notified when an accident occurs.

10.2 Injuries occurring on duty must be reported to the employee's supervisor within 24 hour of occurrence. Each agency is responsible for its own employee's workers compensation claims. The engine will carry forms for both DFPC and EFD workers compensation claims.

11. HOUSING

11.1 EFD will provide a secure, heated, indoor location for the storage of the DFPC engine. This location may change based upon the needs of the district, but will occur with consultation of DFPC prior to moving the location of the engine.

11.2 EFD will provide an "office" for the DFPC Captain. This office will, at a minimum, consist of a semi-private area with a desk, power outlets and a lockable file storage area.

11.3 EFD will, where currently available, provide the DFPC Captain with access to the EFD wireless internet network. If not available, DFPC will provide wireless access for its personnel.

11.4 DFPC personnel assigned to a EFD will have full access to the facilities, to include; kitchen, bathroom, shower, bay, and common storage areas.

11.5 In addition to the space required for the storage of the engine, DFPC will need approximately 75 square feet of floor space for storage of additional equipment. This area should be clearly marked for the storage of State owned assets only.

12. SIGNATURES

_____ _____

Kirk A. Will, DFPC
Regional Fire Management Officer

Date

_____ _____

Andy Marsh, EFD
Fire Chief

Date

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2014

COUNCIL BILL NO. 20
INTRODUCED BY COUNCIL
MEMBER OLSON

AN ORDINANCE AUTHORIZING THE CITY OF ENGLEWOOD, COLORADO TO PARTICIPATE IN THE SOUTH PLATTE WATER RELATED ACTIVITIES PROGRAM, INC. (SPWRAP) WITH THE DEPARTMENT OF THE INTERIOR TO IMPROVE THE HABITAT BY PROVIDING MORE WATER IN THE CRITICAL AREA ALONG THE PLATTE RIVER IN NEBRASKA AND PROVIDE COMPLIANCE WITH THE ENDANGERED SPECIES ACT.

WHEREAS, in 1997 the governors of the states of Colorado, Nebraska and Wyoming signed an agreement with the Department of Interior to improve the habitat for endangered species along the Platte River and tributaries; which agreement promised participation by the users of the Platte River in each state and the Federal government; and

WHEREAS, one aspect of this agreement is a program called "South Platte Water Related Activities Program, Inc." (SPWRAP), a nonprofit which was set up for the purpose of coordinating efforts to benefit the endangered species along the Platter River; and

WHEREAS, the South Platte Water Related Activities Program (SPWRAP) is an intergovernmental agreement with the Department of the Interior to improve the habitat of the following endangered species – the Interior Least Tern, Whooping Crane, Pallid Sturgeon and the threatened Piping Plover; and

WHEREAS, the South Platte Water related Activities Program (SPWRAP) would improve the habitat, by providing more water in the critical area along the Platte River in Nebraska; and

WHEREAS, the City of Englewood, Colorado, along with other water users along the South Platte River, are the principals in the SPWRAP Agreement, which provides compliance with the Endangered Species Act by participating entities; and

WHEREAS, the Department of the Interior is funding half of the program, and through the Corps of Engineers, issues 404 Permits for users along the South Platte River; and

WHEREAS, these permits are mandatory for construction, repairs or projects in or along the South Platte River; and

WHEREAS, the Englewood City Council approved Englewood's participation in the South Platte Water Related Activities Program by the passage of Resolution No. 39, Series of 2007; and

WHEREAS, Englewood's portion of the assessment for the SPWRAP Program for 2014 is $10,458.00 with an annual assessment for an additional 6 years, with the assessment subject to the Colorado State TABOR restrictions; and

WHEREAS, future assessment amounts will be computed on treated water use and the number of participants with the SPWRAP Program; and

WHEREAS, the Englewood Water and Sewer Board recommended the City's participation in the South Platte Water Related Activities Program for 2014 and the six years thereafter at their March 11, 2014 meeting.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes Englewood's participation in the South Platte River Program with the Department of the Interior to improve the habitat of certain endangered species until the year 2020, subject to the Colorado State TABOR restrictions, attached hereto as Exhibit A.

Introduced, read in full, and passed on first reading on the 7th day of April, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 11th day of April, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 9th day of April, 2014 for thirty (30) days.

Read by title and passed on final reading on the 21st day of April, 2014.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2014, on the 25th day of April, 2014.

Published by title on the City's official website beginning on the 23rd day of April, 2014 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 2014.

_____

Loucrishia A. Ellis

EXHIBIT A

SPWRAP

South Platte Water Related Activities Program, Inc.
220 Water Avenue, Berthoud, Colorado, 80513

January 13, 2014

RE: SPWRAP Municipal Source Water Usage Questionnaire

Dear SPWRAP Municipal Member;

As a signatory to the Platte River Recovery & Implementation Program (PRRIP) the State of Colorado is required to provide source water use data every 5 years detailing the usage of water in the South Platte River drainage in Colorado. This information is used to verify and update the assumed processes and data that were initially used during PRRIP negotiations. SPWRAP is contractually obligated to collect and provide some of this data to the State. We need your assistance with completing the attached questionnaire to meet these contractual obligations.

In order to collate and report the data to the State by the due date, we respectfully request you return the questionnaire with a copy of your 2014 Reporting Form & Assessment Invoice, including payment, which is due by **March 3, 2014**. If you have questions regarding the completion of the questionnaire, please contact Jon Altenhofen at NCWCD as indicated at the top of the questionnaire.

Thank you in advance for your assistance.

Kevin Urie
Executive Director

South Platte Water Related Activities Program, Inc. (SPWRAP)

2014 Questionnaire on Sources of Water Supply - Required for Colorado 3-States PRRIP reporting.

Have questions? Contact Jon Altenhofen at or call 970-622-2236.

Please return by March 3, 2014 with 2014 Reporting Form & Assessment Invoice and Payment

Reporting Entity:	CITY OF ENGLEWOOD		
Mailing Address:	1000 Englewood Pkwy.	County:	Arapahoe
	Englewood, CO 80110		
Email Address:			
Phone Number:			
Submitted By:	Stewart H. Fonda	Date:	
Title:	Director of Utilities		

Please fill in following blanks:

Years are calendar years (January-December)

Population Served with Treated Water
2009-2013 Average
31,000

For the Treated Water Use on your 2014 Reporting Form list the following % sources (should add to 100%):

	2009-2013 Average
% Transbasin Imports	____ %
% Native South Platte Flow Development (Surface Water and Tributary Groundwater)	100 %
% Nontributary Groundwater	____ %
% In Basin Agricultural Conversion: (All acquired agriculture water rights)	____ %
Total	100 %

Water Conservation Question: Reduction in water use due to residential conservation will be computed from total gpcd for residential deliveries (gallons per capita per day) as compared to prior reporting/studies:
5 year Average
2009-2013
90 gpcd (residential base line)

Wastewater - Reuse/Exchange Question: % reuse of all sources actually reused after wastewater treatment (Directly after treatment--by pipeline or flow downriver for rediversion and indirectly by exchange/augmentation; **Total of all reuse):**
5 year Average
2009-2013
_____ %

South Platte Water Related Activities Program, Inc.

Municipal (Class M) Membership

2014 Reporting Form & Assessment Invoice

A. Instructions:

Please fill in this form including membership information, water use data, and the assessment as calculated. Send payment for your SPWRAP annual assessment to the address listed at the bottom of this form.

Municipal Member Entity	CITY OF ENGLEWOOD
Mailing Address	1000 ENGLEWOOD PARKWAY
	ENGLEWOOD, CO 80110
email Address	
Phone Number	303-762-2636
Submitted By	Stewart H. Fonda 2-25-14 (Date)
Title	Director of Utilities

B. Treated Water Use (Previous 5-Year Average, if available)

Note: A member's water use for purposes of defining the number of single-family equivalent taps for SPWRAP is defined as "any treated water deliveries from sources of water owned by the member."

	(A)	(B)	(C)	(D) = A + B - C
Year	Treated Water Production at Member's Plant(s)[1] (acre feet)	Additions[2] (acre feet)	Subtractions[3] (acre feet)	Total Treated Water Use (acre feet)
2009	5,683			5,683
2010	6,263			6,263
2011	5,718			5,718
2012	5,770			5,770
2013	5,616			5,616
Average Adjusted Treated Water Use[4]				5,810

[1]The total amount of treated water produced at your entity's water treatment facility

[2]Add any treated water that is owned by your entity but treated by another entity.

[3]Subtract any water treated at your facility but not owned by your entity.

[4]Equals the sum divided by the number of years reported.

C. Calculation of Single Family Equivalents, Membership Units and Annual Assessment

1	Previous 5-Year Average (2009-2013) Treated Water Use (AF)	5,810
2	Use per S.F. Account (AF/SFE)[5]	0.50
3	Single Family Equivalents (No. 1divided by No. 2)	11,620
4	SPWRAP Member Units per SFE[5]	6.0
5	Total SPWRAP Member Units (No. 3 multiplied by No. 4)	69,720
6	2014 SPWRAP Assessment (per member unit)[5]	$ 0.15
7	**Calculated Assessment** (No. 5 multiplied by No. 6)	10,458.00

[5]Numbers 2, 4 & 6 above are fixed for all members in 2014

8	**Minimum Assessment:**[7]	**$50.00**
9	2014 SPWRAP Assessment (enter larger of line 7 or 8 above)	10,458.00

If you are paying your assessment for all remaining years of the PRRIP "First Increment" as described in Note 7, check here ☐

D. Payment of Assessment (Due by March 3rd in 2014)

Payment of the annual assessment will provide membership in SPWRAP and coverage under the Platte River Recovery Implementation Program through calendar year 2014.

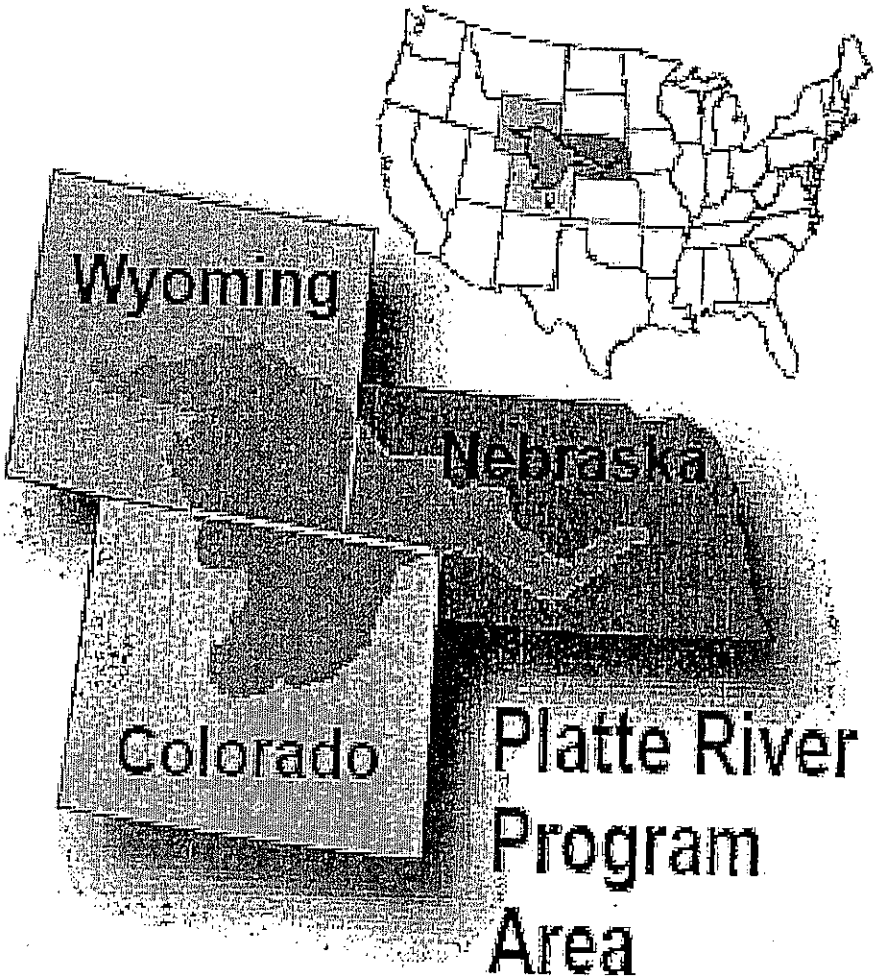
Please make check payable to "**SPWRAP**" and send to the following address:[6]

SPWRAP
% Northern Colorado Water Conservancy District
220 Water Avenue
Berthoud, Colorado, 80513

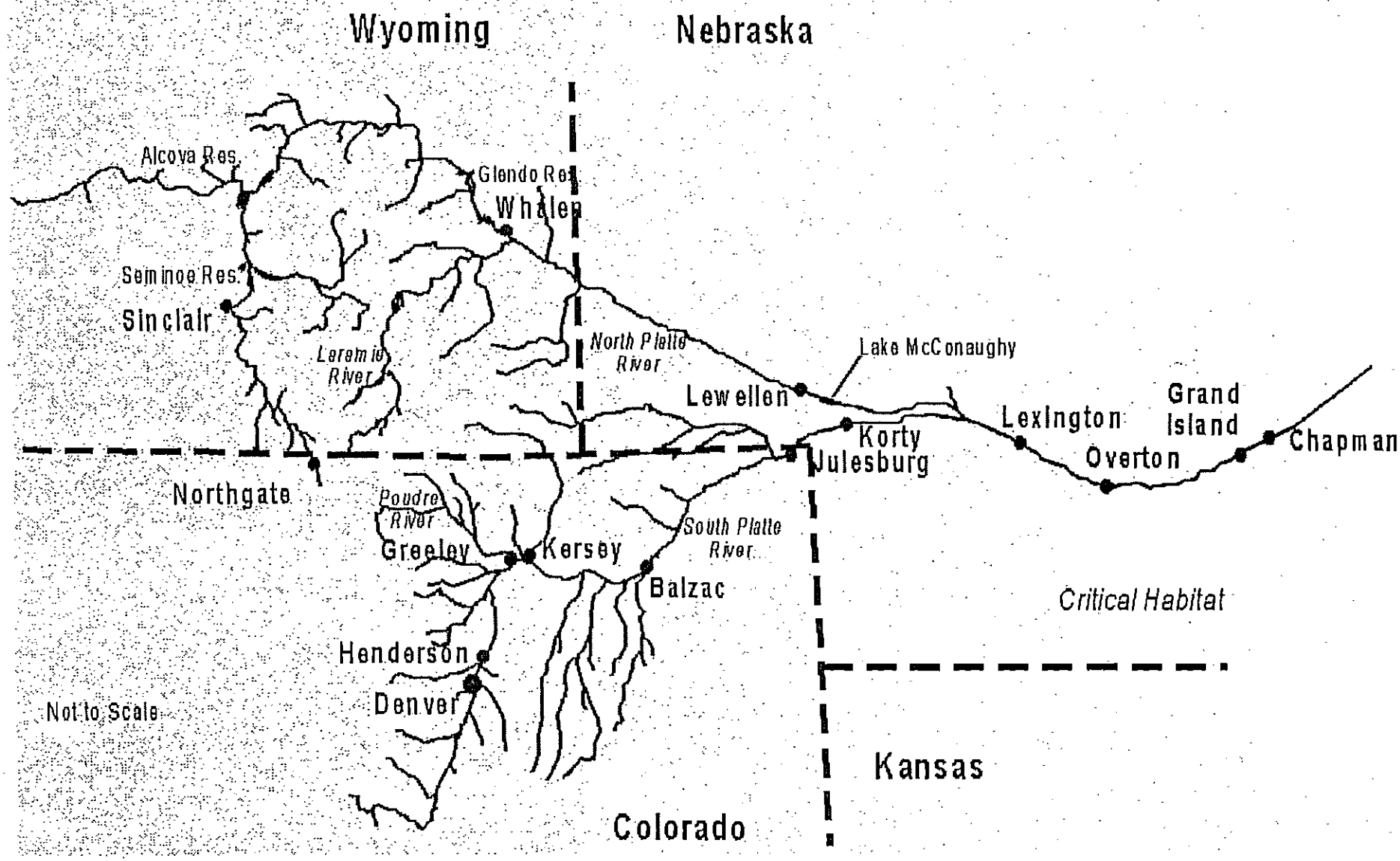
[6]If your entity requires a separate invoice please mail completed form to the above address. Please indicate that an invoice is requested.

[7]SPWRAP has established a minimum annual assessment of $50. Also, a member whose annual assessment is $200 or less has the option of making a one-time assessment payment that is thirteen times (the length of the Program first increment) their calculated annual assessment. If a member's calculated annual assessment is $2, thirteen times that amount would be $26. However, since the minimum assessment is $50, the member pays $50 one time and is covered for the first increment of the Program. If a member's calculated annual assessment is $6, the member can either pay $50 each year, or make a one-time assessment payment of $78 ($6 x 13). Members should consider the possible benefits of making a one-time payment.

*Notes: *This reporting form may be revised in the future to reflect information needed to comply with Program requirements. Entities electing to join after 2007 will be required to pay the assessment for the year they join the program. In addition the new member must pay assessments for all prior years of the program, plus 4% interest, compounded annually.*


Wyoming
Nebraska
Colorado
Platte River
Program
Area

Platte River Basin



The South Platte Water Related Activities Program

Since the late 1970's, conflicts between water use and endangered species protection have affected federal permitting of existing and planned irrigation, municipal and industrial water supply projects in the Platte River basin. These are 404 permits issued by the Army Corps of Engineers whenever work is done in the South Platte River or any of its tributaries.

In 1997, the Governors of the States of Colorado, Nebraska and Wyoming signed an agreement with the Department of the Interior to improve and/or study the habitat of four endangered species in the central Platte River in Nebraska (endangered interior least tern, whooping crane and pallid sturgeon and the threatened piping plover (target species)). Some Colorado water users have incorporated into the South Platte Water Related Activities Program, Inc. (SPWRAP), a Colorado nonprofit corporation, to represent users and partner with the State to ensure compliance with Program obligations. SPWRAP will serve as the vehicle by which Colorado South Platte water users participate in the Program, and the exclusive means by which they will obtain the regulatory benefits of the Program. The Program was finalized in October, 2006. This program will allow water projects to be initiated with relatively little effort required for Endangered Species Act (ESA) compliance.

The program is a basin-wide effort undertaken by the 3 States and the Department of the interior to provide benefits for the endangered interior lesser tern, whooping crane, and pallid sturgeon and the threatened piping plover (the target species). The habitat for these species is in Nebraska near Grand Island. Through the program the states and the federal government will provide land, water and systematic monitoring and research.

The program is designed to be incremental, with the first increment lasting at least 13 years. During this time the objectives are to:

1. retime and improve flows in the central Platte River by an average of 130,000 to 150,000 acre-feet per year at Grand Island;
2. protect, restore and maintain 10,000 acres of habitat;
3. Implement the integrated monitoring and research plan through the Adaptive Management Plan.

The monetary cost of the first increment of the program is $187 million (2005). The States plan to contribute water and land in addition to the monetary contributions. The total burden of money, land and water will be shared equally by the 3 States (50%) and the United States (50%). Basically, Colorado would provide money, Wyoming would provide water and Nebraska would provide land with the United States providing matching contributions.

This program is voluntary to water users along the South Platte River. The downside is that if a federal 404 permit (for any activities in the river or its tributaries) is needed by a water user, that user will be charged past dues to the program or the permit will not be issued. The good news is that by participating in the program, the entity is assured compliance with the Endangered Species Act. Otherwise compliance in the future may cost much more than the program costs. The Program provides substantial benefits to water users in the form of regulatory predictability under the ESA.

The water users' portion is determined by the amount of water used in the past five years. Englewood's contribution will be approximately $29,000 for this year. Since the ESA went into effect, it was common knowledge that those diverting water (especially in the Platte River basin) would be affected in some way. There were many options discussed as to how water users would comply and some were very detrimental to the diversion of water. The Program will allow compliance without curtailing diversions by Englewood.

- Assessments will change each year depending on the amount of water produced for the previous 5 years.
- The Program would like assessments for the first year paid by April 1, 2007.
- Assessments may change depending on how many entities join.

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2014

COUNCIL BILL NO. 21
INTRODUCED BY COUNCIL
MEMBER OLSON

AN ORDINANCE AUTHORIZING A FARM LEASE FOR THE FARM IN THE LITTLETON/ENGLEWOOD WASTEWATER TREATMENT PLANT BIOSOLIDS MANAGEMENT PROGRAM.

WHEREAS, the Cities of Littleton and Englewood jointly own properties near Byers, Colorado and Bennett, Colorado which are used for the Littleton/Englewood Wastewater Treatment Plant (L/E WWTP) Biosolids Management Program; and

WHEREAS, this Program uses dryland farm property for long-term applications of domestic wastewater biosolids generated by the (L/E WWTP); and

WHEREAS, this leased parcel was managed by James Burnet, who recently passed away and his son is willing to take over the existing lease for the remainder of the agreement period; and

WHEREAS, this lease replaces and supersedes the prior lease agreement commence on January 1, 2014 and is for a term of one (1) year, renewable for one additional year; and

WHEREAS, the L/E WWTP Supervisory Committee approved this lease with Clint A. Burnet at their December 19, 2013 meeting; and

WHEREAS, the City of Littleton approved the lease to Clint A. Burnet on March 4, 2014.

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 hereby authorizes a "Farm Lease" between Clint A. Burnet and the Cities of Littleton and Englewood commencing on January 1, 2014, for a term of one (1) year, renewable for one (1) year, ending on December 31, 2015; attached hereto as Exhibit A.

Section 2. The Mayor is hereby authorized to sign the Farm Lease Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 7th day of April, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 11th day of April, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 9th day of April, 2014 for thirty (30) days.

Read by title and passed on final reading on the 21st day of April, 2014.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2014, on the 25th day of April, 2014.

Published by title on the City's official website beginning on the 23rd day of April, 2014 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 2014.

Loucrishia A. Ellis

DocuSign Envelope ID: 67158F2E-FFFB-4B3A-967B-33C437E29ECE

EXHIBIT A

FARM LEASE

THIS LEASE is dated as of March 4, 2014, and is made and entered into by and between the Cities of Littleton and Englewood, collectively referred to hereinafter as "Lessor", and Clint A. Burnet, referred to hereinafter as "Lessees". On this date, Lessor has leased to the Lessees the following described premises situated in the County of Arapahoe, State of Colorado, to wit:

That tract of land described as the S/2 of Section 23, except the W 40 feet deeded in Book 636 at Page 9, and the SW/4 of Section 24, all in Township 5 South; Range 63 West of the 6th P.M., containing 477.5 acres, more or less,

together with all buildings and improvements on the premises (hereinafter referred to as the "Leased Property") in accordance with the following terms:

1. This lease replaces and supersedes in its entirety, any prior lease agreement between the parties. This lease shall be for the term of one (1) year, renewable annually for one (1) additional year commencing on January 1, 2014, at the rent of $8.00 (Eight dollars) per acre per year on farmable acres on the Leased Property (477.5acres) for a total annual lease payment of $3,820.00.

2. The lease payment is to be made payable to the order of:

   Littleton/Englewood WWTP

and delivered to:

   Littleton/Englewood WWTP
   c/o Treatment Division Manager
   2900 South Platte River Drive
   Englewood, CO 80110

by December 31 (following the harvest) of each year that this lease is in effect.

3. Lessees shall thoroughly plow, cultivate and farm in accordance with good farming practices, all lands comprising the Leased Property that are not in grass, fallowed by mutual agreement of the parties, or otherwise unfarmable.

4. Lessees shall use the Leased Property as a dryland farm and for no other purpose whatsoever, and especially will not let or permit the Leased Property to be used for any other business or purpose whatsoever.

5. Lessees shall be responsible for all costs and expenses associated with use of the Leased Property as a dryland farm, except that Lessor, at its own cost and expense, shall be responsible for furnishing, transporting, and applying all fertilizer, in the form of biosolids, to the Leased Property.

EXHIBIT A

6. All fertilizer to be used on the Leased Property shall be transported, furnished, and applied by Lessor at such times and at agronomic rates as determined by Lessor. Lessees shall not apply any fertilizer on the Leased Property without the prior written consent of Lessor. Lessor may use a portion of the Leased Property for staging areas for biosolids application. Staging area size and location will be as determined by Lessor.

7. Lessees shall not assign this lease, sublet, or relinquish the Leased Property, under the penalty of a forfeiture of all the rights of the Lessees under or by virtue of this lease, at the election of the Lessor.

8. Lessees shall protect the Leased Property, including buildings, gates, fences, shrubbery, and improvements thereon from all damages and shall keep the same in the same condition as they are now in, or may be at any time placed in by the Lessor, subject to normal wear and tear. Lessees shall do no act whereby any insurance on buildings may be invalidated and shall not remove, or allow any other person to remove, from the Leased Property any of the buildings, gates, fences, shrubbery, and improvements of any kind.

9. Lessees shall not run furrows so as to cause ditches to wash the Leased Property, unless first having a written consent of the Lessor. Lessees shall clean out and maintain in good repair, during the operation of this Lease, all ditches belonging or appertaining to the Leased Property.

10. Lessees shall well and seasonably put in and tend to the crops grown on the Leased Property, shall have all small grain harvested and threshed by October 1 of each year; and if not harvested and threshed as stated, the Lessor may proceed to do so after ten (10) days notice to the Lessee, and take enough of the Lessee's grain to pay expense of such harvesting or threshing.

11. Lessees shall accept the fences upon said Leased Property as they are now existing.

12. Lessees shall, at the expiration of this Lease, or upon a breach by the Lessees of any of the covenants herein contained, without further notice of any kind, quit and surrender the possession and occupancy of Leased Property in as good condition as careful use and natural wear and tear thereof will permit.

13. All goods and chattels, or any other property used or kept on the Leased Property, shall be held for the rent or damages under this Lease, whether exempt from execution or not, meaning or intending hereby to give the Lessor a valid and first lien upon any and all goods and chattels, crops and other property belonging to the Lessees.

14. Lessees shall cultivate around any structures or facilities constructed by Lessor and where applicable, and shall not impair or hinder, but shall cooperate with Lessor in the use of domestic wastewater biosolids application on the Leased Property.

15. The Lessor reserves the right to cancel the lease during its term for any of the following reasons: a) if the Lessees should take any action or fail to take any action that threatens the Lessor's interest in the Leased Property, including the violation of any

environmental laws, rules, regulations or standards; b) if the Lessees should fail to abide by the Lessor's instructions concerning residual nitrogen levels in the soil and agronomic rates of application of biosolids; c) if the Lessees are farming in a manner which limits the Lessor's ability to apply biosolids to the Leased Property; d) if the Lessees are not farming in a manner that constitutes good farming practices; e) if the Lessor determines that it will no longer utilize the Leased Property for the production of crops.

16. Lessor also reserves the right for itself, its agents and its designees, including other government officials, to enter and to have access, at all reasonable times during the term of this lease, to the Leased Property for the purpose of sampling, application, monitoring, testing, screening, mapping, plotting or doing any other procedure, task or function deemed necessary by Lessor in conjunction with its biosolids production and application operation and for any other purpose including, but not limited to, inspecting the Leased Property and to make such repairs, additions, or improvements as Lessor may deem necessary.

17. It is understood and agreed that the Lessor reserves the right to cancel this lease at its sole discretion. Should Lessor elect to exercise its right of cancellation, it must do so in writing, on or before October 1 prior to the anniversary date hereof, in which event this lease shall be terminated effective on the anniversary date and neither party shall be entitled to further payments or damages as the result of said termination except for any payments due and owing at the time of cancellation.

18. All payments from the Lessee shall become due and payable upon forfeiture of said Lease, or upon abandoning said Leased Property, and if it becomes necessary for the Lessor to bring action at law to recover possession, damage or rent, the Lessees agree to pay a reasonable attorney's fee therefore, and all costs attending the same.

19. Lessees shall indemnify, defend and hold harmless Lessor and its successors, assigns and representatives from and against any and all damages, claims, losses, costs, liabilities, and expenses of any kind whatsoever (including but not limited to reasonable attorney fees) which may be asserted against or suffered by Lessor or the Leased Property or any part thereof, as a result of, on account of or arising from (i) any breach of any covenant, representation; promise, warranty or agreement made by Lessee, or (ii) injuries or damages to person or property resulting or alleged to result from any fault or negligence of Lessee or his agents or employees, or from the possession, use, occupancy, or maintenance of the Leased Property by Lessees, their agents, employees, or affiliates.

20. This Lease shall not be sublet or assigned. Any purported sublease or assignment shall be void, and shall result in immediate termination of this lease.

21. Lessor reserves the right to sell, contract to sell, or grant easements or rights-of-way over, through, under, or on, the Leased Property at any time during the term of this lease, subject to the rights and interests of the Lessees hereunder.

22. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed

effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO LESSOR:

Littleton/Englewood WWTP
c/o Treatment Division Manager
2900 South Platte River Drive
Englewood, CO 80110

TO LESSEES:

Clint A. Burnet
50555 East County Road 30
Bennett, CO 80102

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

This lease shall be in effect as of the date first above written.

LESSOR:

CITY ENGLEWOOD

By: Randy P. Penn, Mayor

CITY OF LITTLETON

By: Phil Cernanec, Mayor

LESSEES:

By: Clint A. Burnet

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
April 21, 2014	9 c i	Resolution for a Supplemental Appropriation to the 2014 Budget

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

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

At the January 21, 2014 Study Session, City Council discussed how to best use the remaining South Broadway Englewood Business Improvement District (SBEBID) funds held by the City of Englewood since August 15, 2013. Council directed staff to prepare a resolution appropriating funds ($78,000) for use on South Broadway. Council directed staff to disburse the remainder of the funds to property owners as soon as possible. Council discussed the expenditure required to release the liens placed on properties in the District at the April 7, 2014 Study Session.

City Council discussed Library security concerns at the April 7, 2014 Study Session and requested staff prepare a Resolution for a Supplemental Appropriation for Council consideration at the next regular meeting of City Council.

RECOMMENDED ACTION

Staff recommends City Council approve the attached resolution for a supplemental appropriation to the 2014 Budget for the following:

SOURCES AND USES OF FUNDS:

GENERAL FUND:

SOURCE OF FUNDS:	
Undesignated Fund Balance	$11,500
USE OF FUNDS:	
Library Department - Professional Services	$11,500

DONORS FUND:

SOURCE OF FUNDS:	
SBEBID Unassigned Fund Balance	$63,898.02
USE OF FUNDS:	
Payout to Property Owners	$62,281.32
Lien Release Fees	$1,331.00
Total Use of Funds	$63,612.32

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

City Council has made security on the CityCenter site a priority for years. The Library has experienced an increase in activity since the light rail and the site open in 2000. Additional security in the Library is important in maintain a safe and pleasant experience for all patrons and staff. Council determined that additional funding should be appropriated for 2014 for security services.

The South Broadway Englewood Business Improvement District (SBEBID) was formed with the passage of Ordinance 29, Series of 2006. A petition to dissolve the SBEBID was presented to the City Clerk by persons owning property in the District. City Council dissolved the SBEBID with the passage of Ordinance 29, Series of 2013 on July 17, 2013.

The remaining cash assets held by the SBEBID were transferred to the City of Englewood on August 15, 2013 and additional funds have been received from collections made by Arapahoe County. Only expenditures from prior obligations and holiday lighting have been paid from the SBEBID funds.

The balance of the SBEBID funds as of March 31, 2014 was $63,898.02 after appropriating the funds mentioned above for lien releases, and a loss on investments, $62,281.32 is available for distribution to property owners.

The Finance and Administrative Services Department is currently reconciling the funds available to determine the amount each property owner is due. Staff will provide City Council with a breakdown of the disbursements prior to making payment.

FINANCIAL IMPACT

All of the funds remaining in the SBEBID are appropriated for future use ($78,000), paying the lien releases ($1,331.00) or paying property owners ($62,281.32) in the District.

LIST OF ATTACHMENTS

Proposed Resolution

RESOLUTION NO. _____
SERIES OF 2014

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION OF FUNDS TO THE 2014 BUDGET.

WHEREAS, the City of Englewood is required by City Charter to ensure that expenditures do not exceed legally adopted appropriations; and

WHEREAS, the 2014 Budget was submitted and approved by the Englewood City Council on October 21, 2013; and

WHEREAS, the Englewood City Council discussed how to best use the remaining SBEBID Funds held by the City of Englewood since August 15, 2013; and

WHEREAS, City Council directed that a resolution appropriating funds ($78,000) for use on South Broadway; and

WHEREAS, City Council directed disbursement of the remainder of the funds to property owners as soon as possible; and

WHEREAS, City Council discussed the expenditure required to release the liens placed on properties in the SBEBID District on April 7, 2014 Study Session; and

WHEREAS, City Council discussed Library Security concerns at the April 7, 2014 Study Session and requested a Resolution for Supplemental Appropriation be prepared.

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

Section 1. The Budget for the General Fund of the City of Englewood, Colorado, is hereby amended for the year 2014, as follows:

GENERAL FUND:

SOURCE OF FUNDS:	
Undesignated Fund Balance	$11,500.00
USE OF FUNDS:	
Library Department – Professional Services	$11,500.00

DONORS FUND:

SOURCE OF FUNDS:	
SBEBID Unassigned Fund Balance	$63,898.02
USE OF FUNDS:	
Payout to Property Owners	$62,281.32
Lien Release Fees	$ 1,331.00
Total Use of Funds	$63,612.32

Section 2. The City Manager and the Director of Finance and Administrative Services are hereby authorized to make the above changes to the 2014 Budget for the City of Englewood.

ADOPTED AND APPROVED this 21st day of April, 2014.

ATTEST:

_____
Randy P. Penn, Mayor

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2014.

_____
Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date: April 21, 2014	Agenda Item: 9 c ii	Subject: Dartmouth Bridge Repair Award
Initiated By: Department of Public Works	**Staff Source:** Dave Henderson, Deputy Public Works Director	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

- Staff discussed the condition of Dartmouth Bridge and a potential Colorado Municipal League (CML) grant at the November 25, 2013 Study Session.

RECOMMENDED ACTION

Staff recommends Council award, by motion, the construction of "**West Dartmouth Ave. over South Platte River Bridge Partial Deck Repairs**". The total estimated construction cost of **$122,000.00** consists of a construction contract with **KECI Colorado, Inc.** in the amount of **$110,990.00** and a construction contingency for unidentified work and material testing in the amount of **$11,010.00**. Staff recommends authorizing the Director of Public Works to execute the contract.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Dartmouth Avenue Bridge was constructed in 1965 and was expanded to its present width in the mid 1970's. This bridge provides a critical east/west link for Englewood.

Staff has observed potholes and other maintenance issues for many years. The Street Division patches the deck with asphalt as needed to keep the bridge open to traffic. Over the past few years, potholes have become a more serious issue, requiring frequent repairs to many of the same areas. The concrete bridge deck topping in the areas we patch is deteriorating. The typical solution, performed routinely by CDOT, is to remove the entire asphalt overlay with a mill and repair or replace the bridge deck topping based on the field conditions found after the asphalt is removed. This process is not an option to us due to existing budget constraints.

In November, 2013, the City applied for a $900,000 grant through the Colorado Municipal League (CML). This grant, along with our match, would have replaced the entire deck. Unfortunately, our project was not selected for funding, most likely due to the hundreds of other Colorado bridges that are in worse shape and the damage caused by 2013 flood events. It should be noted that the Dartmouth Ave. Bridge is not classified as "structurally deficient". It is classified as "functionally obsolete" and is technically eligible for federal funding assistance. Staff will continue to aggressively pursue any available grant funding opportunities.

Staff retained the services of a consulting engineer with experience in bridge repair projects. Plans and specifications were developed to repair a "test section" in the worst area that can be constructed within our

existing budget appropriation. The test section will provide the data needed to evaluate the condition of the deck and how we should proceed in the future.

Pending Council approval of this motion, construction is expected to begin in mid May. To reduce impacts to the public, the contract calls for work to begin on a Friday at noon, with the deck repairs to be completed by 6am Monday morning.

FINANCIAL IMPACT

Three bids were received and opened on April 1, 2014 as detailed in the attached Bid Tabulation. The low bid is 28% above our Engineers estimate, due primarily to low estimates for mobilization and traffic control. Bids appear competitive and staff recommends proceeding with the lowest qualified bid submitted by KECI Colorado. KECI has extensive experience with bridge repairs for CDOT and others.

Detailed below are the costs associated with the construction of the project:

KECI Colorado	$110,990.00
Construction Contingency and Testing	11,010.00
Total Estimated Construction Cost	$122,000.00

Council recently approved a supplemental appropriation in the amount of $100,000 for this project. Adequate funds are available in PIF Bridge Repair account.

LIST OF ATTACHMENTS

Bid Tabulation
Contract

City of Englewood Bid Tabulation Sheet

Bid Opening Date: April 01, 2014 2:00 P.M. MDT

Apparent Low Bidder

ITEM BID: ITB-14-005 West Dartmouth Ave. over South Platte River Bridge Partial Deck Repairs

Vendor	Bid Bond Y/N	SOQ Y/N	Receipt of Addendum 1 Y/N	Total Bid	*Exceptions:*
Cherry Creek Recycling					
7342 S Alton Way Ste D					
Centennial, CO 80112					
Patrick Blair - President					
303-647-1637	Y	Y	Y	$ 127,762.01	
KECI Colorado, Inc.					
5750 W Airport Rd					
Sedalia, CO 80135					
Paul Iwate - President					
303-791-3759	Y	Y	Y	$ 110,990.00	
Hallmark, Inc.					
5040 Tabor St					
Wheat Ridge, CO 80033					
Howard Hall - President					
303-423-8005	Y	Y	Y	$ 113,227.00	

CONTRACT

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this **21st** day of **April, 2014**, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and **KECI COLORADO, INC.**, whose address is **5750 W. Airport Rd., Sedalia, CO. 80135**, ("Contractor"), commencing on the **27th** day of **February, 2014**, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: **West Dartmouth Ave. over South Platte River Bridge Partial Deck Repairs**

WHEREAS, proposals pursuant to said advertisement have been received by the Mayor and City Council and have been certified by the Director of Public Works to the Mayor and City Council with a recommendation that a contract for work be awarded to the above named Contractor who was the lowest reliable and responsible bidder therefore, and

WHEREAS, pursuant to said recommendation, the Contract has been awarded to the above named Contractor by the Mayor and City Council and said Contractor is now willing and able to perform all of said work in accordance with said advertisement and his proposal.

NOW THEREFORE, in consideration of the compensation to be paid and the work to be performed under this contract, the parties mutually agree as follows:

A. Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached or incorporated by reference constitute and shall be referred to either as the Contract Documents or the Contract and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto and they are as fully a part of this agreement as if they were set out verbatim and in full:

   Invitation to Bid
   Contract (this instrument)
   Insurance
   Performance Payment Maintenance Bond
   Technical Specifications
   Construction Drawings

B. Scope of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all the work described, drawn, set forth, shown and included in said Contract Documents.

C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within ten (10) days from being notified to commence work by the Director of Public Works and agrees to fully complete said work by **June 2, 2014**, plus such extension or extensions of time as may be granted by the Director of Public Works, in accordance with the provisions of the Contract Documents and Specifications.

D. Indemnification: The city cannot and by this Agreement/Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity, for any purpose. The Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature

including Worker's Compensation claims, in any way resulting from or arising out of this Agreement/Contract: provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and Employees.

E. Termination of Award for Convenience: The City may terminate the award at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event all finished or unfinished service, reports, material (s) prepared or furnished by the Contractor after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the Contractor will be paid that amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful firm agreed to perform under this award, less payments of compensation previously made. If the award is terminated due to the fault of the Contractor the clause relating to termination of the award for cause shall apply.

F. Termination of Award for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the Contractor shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.

Notwithstanding the above, the Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of breach of the award by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor is determined.

G. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being **ONE HUNDRED TEN THOUSAND NINE HUNDRED AND NINETY dollars and NO cents($110,990.00)**

H. Appropriation of Funds: At present, **$ ($110,990.00)** has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, the parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement/Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated. The City shall immediately notify the Contractor or its assignee of such occurrence in the event of such termination.

I. Assignment: Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.

J. Contract Binding: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.

K. Contractors Guarantee: In addition to the Contractor's Guarantee provided for in the Section 3.51 of the General Contract Conditions, the Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of two (2) years from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of Public Works whose decision upon the matter shall be final and obligatory upon the Contractor.

VERIFICATION OF COMPLIANCE WITH C.R.S. 8-17.5-101 ET.SEQ. REGARDING HIRING OF ILLEGAL ALIENS

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

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

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

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

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

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

(e) **Damages for Breach of Contract:** The City may terminate this contract for a breach of contract, in whole or in part, due to Contractor's breach of any section of this paragraph or provisions required pursuant to C.R.S. 8-17.5-102. Contractor shall be liable for actual and consequential damages to the City in addition to

any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph.

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

CITY OF ENGLEWOOD

By: _____ Date: _____

ATTEST: _____
City Clerk

KECI Colorado Inc.
_____
Contractor (print company name)

By: ___ Date: 4/4/14
(Signature)
PAUL Y. IWATA / PRESIDENT
(Print name and Title)

STATE OF Colorado)
) ss.
COUNTY OF Douglas

On this 4th day of April, 2014 before me personally appeared Paul Iwata, known to me to be the President of KECI Colorado, Inc, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires: 9/24/16

NOTARY

CAROL N. IWATA NOTARY PUBLIC STATE OF COLORADO

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
April 21, 2014	10 a	Public Hearing for an Ordinance Adopting Amendments to Title 16 Concerning Nonconforming Structures
Initiated By:		**Staff Source:**
Community Development Department		Chris Neubecker, Senior Planner

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

This proposed code change was brought to Staff by a Citizen requesting a Zoning Text Amendment. On April 7, 2014 the Council approved the first reading of an ordinance, and set the date of April 21, 2014 for a public hearing.

PREVIOUS PLANNING COMMISSION ACTION

The Planning and Zoning Commission discussed this proposal to amend Title 16: Unified Development Code, Nonconforming Structures at three different Study Sessions: September 17, 2013; December 3, 2014; January 7, 2014. The Commission conducted a Public Hearing on February 20, 2014. One member of the public was present and also testified at the Public Hearing. Following discussion, the Commission voted in favor of forwarding to City Council the proposed amendments to Chapter 9: Nonconformities, as presented in the attached Bill for an Ordinance.

RECOMMENDED ACTION

The Community Development Department recommends conducting a public hearing and taking testimony on the proposed ordinance concerning amendments to Title 16: Unified Development Code, Chapter 9, Nonconforming Structures.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In August 2013, the Community Housing Development Association (CHDA) applied to the City requesting a Zoning Text Amendment to the Unified Development Code concerning nonconforming structures. The request centered on the fact that the current regulations prohibit reconstructing nonconforming structures to the same density or unit count as they previously existed, if the existing structures are over the allowed density for the zone district (based on lot area).

CHDA recently purchased and renovated the Canterbury East (21 units) and Canterbury South (22 units) Apartments, located at 3550 and 3600 S. Delaware Street, respectively. The properties are zoned MU-R-3-

B, and are used for affordable housing with a variety of rental rates. The apartment buildings are nonconforming for the zone district due to the number of units. If the buildings were damaged or destroyed to the extent of more than 60% of their value, the existing buildings could not be rebuilt with the same number of units under the current regulations. The new buildings would need to be reduced in size (based on the zoning and lot size), with a maximum of 11 units in one building, and 12 units in the other. CHDA and its financing partners are concerned about the potential loss of value in case of significant damage to the buildings.

The concerns raised by the CHDA are not unique. Staff is aware of 104 properties in the City that are nonconforming due to density. If any of these properties were to burn down, or were otherwise damaged or destroyed by more than 60% of the value of the structure, then the rebuilt structures would need to conform to the existing zoning at the lower density. This situation can happen when zoning is changed to a new density lower than that of the pre-existing structures.

Due to this potential loss of value, some banks have concerns financing these properties. In an effort to support investment in the community and to maintain the existing density, the proposed code amendments would allow nonconforming buildings and structures to be rebuilt up to their previous density.

ANALYSIS

Nonconforming structure policies usually require that rebuilt structures come into compliance with the new requirements of the zone district, including unit count, setbacks, height, parking, landscaping, and other dimensional requirements. These policies help ensure that new buildings, and those rebuilt after significant damage, are compatible with the character of the neighborhood. However, meeting the new density of the zone district may result in a smaller building, and a reduction in property values.

By rebuilding to the same size and density, nonconforming structures should have no more impact than currently. Neighbors of existing nonconforming structures already understand their impacts, since, in many cases, neighbors purchased their investment after the nonconforming structure was built. As proposed, owners of nonconforming structures would be required to comply with current regulations where it is "practicable" to do so. Exceptions to this are building and safety codes, which must be met. Specifically, the proposal requires that rebuilt buildings *"be brought into compliance as much as practicable with existing standards of this code"*. This requirement strikes a balance between what is "possible" and what is "reasonable". For example, a rebuilt structure might be able to conform to new landscaping and parking requirements, but not setbacks. Other developments may be able to comply with setbacks, but may not be able to meet current parking standards. The proposed ordinance provides flexibility for the owner and staff to work together on a plan that protects property rights while reducing impacts on adjacent properties. Zoning Site Plan review would be required for new structures.

As proposed, this policy would apply to both residential and nonresidential properties. This ordinance would <u>not</u> affect nonconforming <u>uses</u>.

Some of the key elements of this proposal include:

- Allow re-building to the same unit count or density (square feet)
- Require re-built structures to comply with current codes where reasonable
- Applicants would be required to demonstrate why they are not able to meet current codes, if reprieve is requested
- Allow voluntary redevelopment to the same unit count or density

- Building permit applications must be submitted within one year of "destruction" event

Voluntary Redevelopment

In addition to disasters such as fire, this proposal would encourage redevelopment of older, nonfunctional properties through voluntary teardowns and new construction. Language is proposed to encourage voluntary redevelopment by allowing the existing density to be rebuilt. Redeveloped and rebuilt structures could maintain the existing density or other nonconformities, but owners would also be required conform to current standards, to the extent practicable. Staff believes that this language encourages redevelopment, although it is unlikely to be used frequently if additional density or other incentives are not provided.

FINANCIAL IMPACT

There is no direct financial impact on the City as a result of this ordinance. Indirectly, it is anticipated that this ordinance will have a positive financial impact on the community by allowing redevelopment of nonconforming structures in case of disasters, and encouraging redevelopment. The ordinance would allow buildings to be rebuilt to their current size, which could result in additional residential and commercial activity and additional revenue to the City when compared to smaller structures. The change will also facilitate financing of nonconforming structures, which should help to support investment and property values.

LIST OF ATTACHMENTS

Planning and Zoning Commission Staff Report - February 20, 2014
Planning and Zoning Commission Minutes - February 20, 2014
Planning and Zoning Commission Findings of Fact - Case No. 2013-06
Map of Nonconforming Structures
Bill for an Ordinance

M E M O R A N D U M

TO: Planning and Zoning Commission

THROUGH: Alan White, Community Development Director

FROM: Chris Neubecker, Senior Planner

DATE: February 20, 2014

SUBJECT: Case 2013-06 – Public Hearing
Nonconforming Structures

Recommendations

The Community Development Department request that the Planning and Zoning Commission review, take public testimony, and forward to City Council a recommendation for adoption the proposed amendments to the Unified Development Code of the Englewood Municipal Code, Title 16, Chapter 9, Nonconformities, relating to Nonconforming Structures.

Background

In August 2013, the Community Housing Development Association (CHDA) applied to the City requesting a Zoning Text Amendment to the Unified Development Code concerning nonconforming structures. The request centered on the fact that damaged or destroyed nonconforming structures cannot be rebuilt to the same density, if the existing structures are over the allowed density.

CHDA recently purchased and renovated the Canterbury East (21 units) and Canterbury South (22 units) Apartments, located at 3550 and 3600 S. Delaware Street, respectively. The properties are zoned MU-R-3-B, and are used for affordable housing with a variety of rental rates. The apartment buildings are nonconforming to the existing zoning due to the number of units. If the buildings were damaged or destroyed to the extent of more than 60% of their value, the existing buildings could not be rebuilt under the current development code with the same number of units. The new buildings would need to be reduced in size, with a maximum of 11 units in one building, and 12 units in the other. Understandably, CHDA and its financing partners are concerned about the potential loss of value in case of significant damage to the buildings.

The concerns raised by the CHDA are not unique. There are 104 properties in the City that are nonconforming due to density. (The numbers of units on the properties exceed the allowed density based on the lot dimensions or the underlying zoning.) If any of these

properties were to burn down, or were otherwise damaged or destroyed by more than 60% of the value of the structure, then the rebuilt structures would need to conform to the existing zoning at the lower density. This situation can happen when zoning is changed to a new density lower than that of the pre-existing structures. Due to this potential loss of value, some lenders have concerns financing these properties. In an effort to support investment in the community and to maintain the existing density, Staff supports the proposed code amendment, which would allow nonconforming buildings and structures to be rebuilt up to their previous density. Furthermore, in an effort to promote economic development and improve the quality and design of buildings in the City, Staff also supports voluntary redevelopment of such nonconforming buildings and structures, up to the existing density.

As proposed, this policy would apply to both residential and nonresidential properties.

Analysis

The proposed text amendment language is broader than originally proposed by the Community Housing Development Association (CHDA). Based on support from the Commission and Staff, the proposed ordinance would allow any nonconforming structure that is damaged or destroyed to be rebuilt. However, the proposal requires that rebuilt buildings *"be brought into compliance as much as practicable with existing standards of this code"*. This language gives Staff the flexibility to work with architects and property owners to find a building design and site plan that accommodates the density, but also updates the property to reasonable, current standards.

We believe that this language helps strike an important balance between maintaining value for the property owner and the desire of the neighborhood for compatibility. For example, a rebuilt building may not be able to meet setbacks, but might include better landscaping and more parking. Other projects may include updated design and materials, but may not solve the site planning issues that previously existed. This flexibility will allow the Staff, property owner and architect to find the best option for the situation. The new building or structure would be no less conforming than it existed before redevelopment; in most cases, the new building or structure will be more conforming.

Voluntary Redevelopment

In addition to disasters such as fire, this proposal would encourage redevelopment of older, nonfunctional properties through voluntary teardowns and new construction. Language is proposed to encourage voluntary redevelopment by allowing the existing density to be rebuilt. Redeveloped and rebuilt structures would be allowed to maintain the existing density or other nonconformities, but owners would also be asked to come into conformance with then-current standards, to the extent practicable. Staff believes that this language encourages redevelopment, although it is unlikely to be used extensively if additional density or other incentives are not provided.

Timeframe for Redevelopment

The timeframe for rebuilding a nonconforming building has been included in the proposed ordinance. As proposed, a one year deadline for application for a building permit is proposed. This will ensure that a site is not cleared for redevelopment (after a disaster or

voluntarily), then vacant for several years. It will ensure that building owners do not claim that a nonconforming structure previously existed on the site, with no records or evidence on file.

Definition of Nonconforming Structures

Following is the existing definition of nonconforming structures. This definition, which along with the proposed modification to Section 16-9-3, would clarify when current codes and standards apply:

> *"Nonconforming Building or Structure: Unless otherwise exempt by Chapter 16-9 EMC, a structure or building, the size, dimensions, or location of which was lawful prior to the adoption, revision, or amendment to this Title, but which fails by reason of such adoption, revision, or amendment, to conform to the present requirements of the zone district in which such structure or building is located."*

No changes are proposed to the current definition. Rather than adding language to the definition, as previously proposed by Staff and reviewed by the Commission, we have left the definition as it exists. This will ensure that the definition merely defines nonconforming buildings and structures, and is not used to regulate.

Recommendation

Major damage or destruction of a nonconforming building or structure will be very rare, and this text amendment should not negatively impact the community. In some situations, the building that was destroyed will be rebuilt to look like it did prior to the destruction. In other cases, the new building will be an improvement on those design elements that were nonconforming. This code amendment will also encourage voluntary redevelopment of out-of-date buildings. Either way, these text amendments are significant to investors and lenders, and should help reduce concerns about financing a real estate investment.

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

Next Steps

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

Attachments

Amendments to Title 16 pertaining to Nonconforming Structures

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION
REGULAR MEETING
Englewood Civic Center City Council Chambers
February 20, 2014

I.CALL TO ORDER

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

Present:Roth, Knoth, Brick, Kinton, Townley, Fish, Freemire, Madrid (alternate)

Absent:Bleile (Excused), King (Excused)

Staff:Alan White, Director, Community Development
Chris Neubecker, Senior Planner
Dan Brotzman, City Attorney

Chair Brick added election of officers to the agenda.

II.APPROVAL OF MINUTES

February 4, 2013

Fish moved;
Freemire seconded: TO APPROVE THE FEBRUARY 4, 2013 MINUTES

Chair Brick asked if there were any modifications or corrections. Mr. Fish requested that the attendance record be modified to remove Mr. Welker and reflect that Ms. Townley and Mr. Knoth were in attendance.

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

Motion carried.

III.PUBLIC HEARING 2013-06 NON-CONFORMING STRUCTURES

Fish moved;
Knoth seconded: To open public hearing for Case #2013-06 Non-Conforming Structures

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

Chris Neubecker, Senior Planner, was sworn in. Mr. Neubecker reviewed the history of Case #2013-06 Non-Conforming Structures. The issue was raised when the Community Housing Development Association (CHDA) contacted the City in August, 2013, requesting a zoning text amendment. The existing UDC contains language which prohibits non-conforming structures from being rebuilt to the same size and scale as they currently exist if that element of the design is not conforming. CHDA purchased and renovated properties in the MU-R-3B district that are over the allowed density for that site (21 and 22 units each) based on the lot area. If the buildings were destroyed or incurred damage of 60% or more based on cost, the buildings could only be rebuilt at 11 and 12 units respectively. The entities financing the properties are concerned because of the potential loss of value.

The UDC was reviewed and revised language is being proposed to allow the buildings to be rebuilt. Language has also been revised to allow voluntary redevelopment in the event that a property owner would want to demolish and rebuild, even when there is no damage to the building. A time limit is also proposed that would require the applicant to obtain a building permit within one year from the time the building was damaged or destroyed.

Staff recommends that the text amendment be submitted to City Council for First Reading.

Questions from the Commission:

Ms. Townley requested clarification that the issue is the non-conforming structure or the land use. Mr. Neubecker responded that this ordinance does not address the

nonconforming use of the land, only the structure.

Mr. Knoth asked if the density could be increased; Mr. Neubecker responded that the structure could be rebuilt to the current allowed density for that zoning area or the previous density of the non-conforming structure, whichever is greater.

Mr. Freemire inquired as to what the remedy would be for an aggrieved party who did not agree with the changes made by the Planning and Zoning Commission. Mr. Neubecker responded that the decision would be made by staff and would not come before the Planning and Zoning Commission. Appeals of administrative decisions go to the Board of Adjustments and Appeals.

Mr. Roth commented on the actual number of structures in R-1-A, of which 5 are known, and the desire of City Council to preserve the standards for R-1-A. He expressed that in C (1)(b) of the proposal, he was concerned with the language in the last sentence regarding "undue burden on the owner" in regards to meeting the zoning standards. Mr. Neubecker explained that the intent is to determine the impact of the redevelopment in the area and the rights of property owners, seeking a balance between the two. Mr. Roth asked who makes the determination of undue burden and Mr. Neubecker responded that the staff is responsible for the administrative decisions regarding redevelopment.

Mr. Fish asked how it is determined if a property is deemed to be non-conforming in light of the fact that there is no accurate list of properties. Mr. Neubecker replied that the list that the Community Development department has is a list of non-conformities based specifically on lot size and existing density. The list is created using information from Arapahoe County Assessors office, which contains information regarding the number of units in a structure.

Dan Brotzman, City Attorney, was sworn in to address the issue of "undue burden" as it relates to property development. Mr. Brotzman explained that "undue burden" will always be defined by discussion between Staff and the property owner. Mr. Brotzman agreed to supply the Commission with a document defining "undue burden."

Chair Brick verified that the City Attorneys office would like "undue burden" to not be tied to economic factors.

Chris Neubecker, Senior Planner, stated that when applicants seek remedy with the Board of Adjustments, the result is generally a variance. He read the standards that

apply to variances, and suggested that similar criteria would be used to determine "undue burden". He offered that the language in 16-9-3:C(1)(b) can be amended to delete the statement "and where meeting such zoning standards does not create an undue burden on the owner."

Jo Ellen Davidson, Director of Community Housing Development Association (CHDA), 325 Inverness Drive South, Englewood, was sworn in.

Ms. Davidson thanked the Commissioners for their consideration of CHDAs request for amendment. Ms. Davidson described the mission of the CHDA and its history in Englewood. She supplied the Commissioners with information regarding the financial investment CHDA has made in the buildings comprising the Canterbury East and South apartments and the Presidential Arms apartments in Englewood. One objective of CHDA is to make a significant improvement in the community. Their funding is from a variety of both public and private resources. She expressed that they are concerned over the potential loss of the properties in light of the fact that all improvements are completed up front when CHDA acquires the property. They have a long term commitment to the properties and make improvements for long term use.

The Commissioners did not have any questions for Ms. Davidson.

Staff did not have a rebuttal to present.

Mr. Knoth motioned;
Mr. Fish seconded: To close the public hearing for Case #2013-06 Non-Conforming Structures

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

Motion to approve staff recommendation for Case #2013-06 Non-Conforming Structures

Knoth moved;
Roth seconded: TO APPROVE STAFF RECOMMENDATION FOR CASE #2013-06 NON CONFORMING STRUCTURES

Mr. Roth offered a friendly amendment to strike language from 16-9-3 C(1)(b) "and where meeting such zoning standards does not create an undue burden on the owner."

Mr. Brick commented that in line with the Comprehensive Plan, it is important to support organizations both private and public that are interested in improving the housing stock in the City of Englewood and it is important that the Commission support these efforts, particularly for buildings such as CHDAs to promote the health and welfare of the community.

Mr. Fish agreed with the exclusion of the language due to the fact that the property owner does have recourse if they disagree with the decision of the staff.

Mr. Knoth commented that the amendment would protect the income of the property owner by insuring that they could continue to receive the same income from the property if they are allowed to reconstruct the building with the same number of units.

Mr. Fish added that the Board of Adjustment and Appeals does not rule based on monetary issues, but strictly deals with variances which are exceptions to the code regarding safety issues. His experience with the Board of Adjustment and Appeals is that they would not rule based on financial impact.

Mr. Roth reiterated that the intent of the change in the zoning code is to allow the owner to rebuild to the original density.

Vote: TO APPROVE CASE #2013-06 NON CONFORMING STRUCTURES AS RECOMMENDED BY STAFF WITH FRIENDLY AMENDMENT TO STRIKE LANGUAGE IN 16-9-3 C(1)(b) "AND WHERE MEETING SUCH ZONING STANDARDS DOES NOT CREATE AN UNDUE BURDEN ON THE OWNER."

Mr. Fish – We have series of non-conforming buildings that will continue to degrade and as a community need to seek a mechanism to maintain and improve these buildings. As evidenced by testimony received, at least one situation has occurred in which these buildings that were non-conforming have not only been maintained but improved. This is something that needs to be encouraged by the city as it pertains to the Comprehensive Plan. Higher density exceptions have been granted through the PUD process as exceptions to the underlying zoning structure and this is a trend for the City of Englewood and may be included in a future Comprehensive Plan to align with

the trend not only in Englewood but nationally.

Mr. Kinton agreed with Mr. Fish that anything that can be done to improve the housing stock should be encouraged.

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

Motion carries.

IV.PUBLIC HEARING 2013-09 ZONING SITE PLAN REVIEW

Knoth moved;
Roth seconded: TO OPEN THE PUBLIC HEARING FOR CASE #2013-09 ZONING SITE PLAN REVIEW

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

Chris Neubecker, Senior Planner, described the Zoning Site Plan Review process as outlined in 16-2-9 of the UDC. The proposed amendment would change the title of 16-2-9 to Site Improvement Plan Review. The proposed amendment would outline the process staff uses to review an application that is not otherwise going to the Planning and Zoning Commission. Examples are a building permit, review of a landscaping plan, a major site plan and projects that are not large enough to require Planning Commission or Board of Adjustment approval. The majority of the work performed by current planning staff is review of plans against current codes.

The proposed changes would allow an applicant to go through the Site Improvement Plan process before moving on to the permitting process which requires a higher level of detail and formal building plans. The process is not always about zoning, but about the actual layout of the site itself. The proposed changes would clarify when the Site Plan Review process is necessary and also the types of application materials that are required to be submitted including the size and the scale of the plans for review. Should a property owner be challenged by these requirements, staff can assist with

creating plans containing the information.

The major changes proposed include changing the title of the code to Site Improvement Plan Review, the requirement of plan review for large site work projects and landscaping over $5,000 in value, alterations of floor area in excess of 10% of the floor area or reduction in the setback to a property line, additional detail on the plans submitted and minor syntax changes that improve the readability and enforceability of the code. Previous recommendations, including language on the DRT (Development Review Team), have been removed from the proposed amendment. Site Improvement Plan Review remains an administrative function and appeals to administrative decisions are made through the Board of Adjustments and Appeals.

Ms. Townley asked if this process would apply to any type of property. Mr. Neubecker responded that it would apply to all properties regardless of zone area. He also clarified that the requirement for the process would not preclude a property owner from occupying their home.

Mr. Freemire commented on the language in 16-2-9 A(5) and the threshold of $5,000 for the project value. He suggested that some type of multiplier or index be included to account for inflation and increased cost of a project. Mr. Neubecker stated that there is not precedence for including a contingency for inflation, which would be difficult to calculate and hard for some people to understand.

Mr. Roth questioned the need for the additional language in 16-2-9 (A)(4) regarding residential driveways. The current code does not contain a definition of a residential driveway. Mr. Neubecker supplied the Commissioners with information on the definition of a driveway as it is stated in the City of Englewood UDC as well as from other sources. The reason for adding the phrase "residential driveway" is to clarify that Site Improvement Plan Review is not necessary, and to eliminate a conflict with a previous citizens initiative.

Mr. Fish noted a change to 16-2-9 (B)(3) to correct a typographical error "Sites $\geq$ 10,000 square feet: Scale 1" = 10.

Fish proposed changes to 16-2-9 D(1)(b and e) to associate the term "compliance" with standards and policy, and the term "consistency" with guidelines.

No public was present at the hearing.

Alan White, Director, spoke about the 180 day time limit as a commonly accepted standard for a time frame for a project to be completed from the time it has gone through the Site Improvement Plan Review process.

Knoth moved;
Roth seconded: TO CLOSE THE PUBLIC HEARING FOR CASE #2013-09 SITE IMPROVEMENT PLAN REVIEW

AYES:Fish, Kinton, Knoth, Roth, Townley, Freemire, Brick
NAYS:None
ABSTAIN:None
ABSENT:Bleile, King
Knoth moved;
Fish seconded: TO APPROVE CASE #2013-09 ZONING SITE PLAN REVIEW AS WRITTEN BY STAFF

Mr. Fish requested that the length of the lapse between review and implementation be changed from 60 days to 180 days. Mr. Knoth accepted the Friendly Amendment. The clerical error will be corrected to reflect the proper scale for plans.

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

Motion passes.

IV.PUBLIC FORUM

No Public was present.

V.ATTORNEYS CHOICE

Attorney Brotzman had no comment.

VI.STAFFS CHOICE

Mr. Neubecker announced that the March 4th meeting will be a continuation of the discussion regarding the TSA overlay in the industrial area. Staff members attended the "Safe Routes to School" meting and information received was helpful. He thanked Commissioner Townley and Commissioner Kinton for attending.

VII.COMMISSIONERS CHOICE

Chair Brick requested a motion for a nomination for Chair.

Mr. Roth moved;
Mr. Knoth seconded: To nominate Mr. Fish for Chair and Mr. King for Vice Chair of the Commission

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

Ms. Townley - Legislation in House of Representatives may allow Planning and Zoning commissioners to receive pay. She also attended a meeting with DRCOG regarding Healthy Spaces in regard to Comprehensive Plan and is encouraging cities to include health and safe routes to school.
Mr. Fish complimented staff for the helpful way in which the cases were presented for consideration and for the information provided to the Commission regarding Home Occupations and City Councils opinion.

The meeting adjourned at 8:40 p.m.

/s/ Julie Bailey, Recording Secretary

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION

IN THE MATTER OF CASE #2013-06, FINDINGS OF FACT, CONCLUSIONS AND RECOMMENDATIONS RELATING TO THE AMENDMENT OF THE UNIFIED DEVELOPMENT CODE NONCONFORMING STRUCTURES	)	**FINDINGS OF FACT AND CONCLUSIONS OF THE CITY PLANNING AND ZONING COMMISSION**
INITIATED BY: **COMMUNITY DEVELOPMENT DEPARTMENT** **1000 ENGLEWOOD PARKWAY** **ENGLEWOOD, CO 80110**	)	

Commission Members Present: Fish, Freemire, Knoth, Roth, Kinton, Brick, Townley

Commission Members Absent: Bleile, King

This matter was heard before the City Planning and Zoning Commission on February 20, 2014 in the City Council Chambers of the Englewood Civic Center.

Testimony was received from staff and one member of the public was present and testified at the hearing. The Commission received notice of Public Hearing, the Staff Report, and a copy of the proposed amendment to the Unified Development Code which were incorporated into and made a part of the record of the Public Hearing.

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

FINDINGS OF FACT

1. **THAT** the Public Hearing on the Amendment of the Unified Development Code Section 16-9-3 Nonconforming Structures was brought before the Planning Commission by the Department of Community Development, a department of the City of Englewood.

2. **THAT** notice of the Public Hearing was published in the *Englewood Herald* on February 7, 2014 and was on the City's website from February 6th through 20th.

3. **THAT** all testimony received from staff members and the public has been made part of the record of the Public Hearing.

4. **THAT** the change in the zoning code would allow an owner of a Nonconforming Structure to rebuild to the original density in the event of destruction or damage of more than 60% of cost.

5. **THAT** voluntary redevelopment would be allowed in the event that a property owner would choose to demolish and rebuild to the current allowed density for that zoning district or to the previous density of the nonconforming structure, whichever is greater.

6. **THAT** a Building Permit application to rebuild any building or structure destroyed or damaged would be required to be submitted within one (1) year from the date of the event that caused such damage, and that if such Building Permit is not submitted with one (1) year, then such rebuilt a structure shall comply with all applicable zoning codes and shall conform to the dimensional and development standards of the applicable zone district.

7. **THAT** the City staff is aware of 104 structures in the City that are nonconforming due to their density or unit count.

8. **THAT** the existing nonconforming structures in the City will degrade over time, and that the City encourages renovation of the local housing stock.

9. **THAT** the proposed amendments related to the Nonconforming Structures are consistent with the goals and objectives of Roadmap Englewood: The 2003 Englewood Comprehensive Plan, which supports renovation and improvements to local housing.

10. **THAT** higher density has been approved in Planned Unit Developments in the past, and that the trend in Englewood is to encourage higher density.

11. **THAT** the proposed Amendments related to Section 16-9-3 Nonconforming Structures should be adopted as part of Title 16: Unified Development Code of the Englewood Municipal Code.

CONCLUSIONS

1. **THAT** the Public Hearing on the Amendment of the Unified Development Code Zoning Site Plan Review was brought before the Planning Commission by the Department of Community Development, a department of the City of Englewood.

2. **THAT** notice of the Public Hearing was published in the *Englewood Herald* on February 7, 2014 and was on the City's website from February 6th through 20th.

3. **THAT** all testimony received from staff members and the public has been made part of the record of the Public Hearing.

4. **THAT** the change in the zoning code should allow an owner of a Nonconforming Structure to rebuild to the original density in the event of destruction or damage of more than 60% of cost.

5. **THAT** voluntary redevelopment should be allowed in the event that a property owner would choose to demolish and rebuild to the current allowed density for that zoning district or to the previous density of the nonconforming structure, whichever is greater.

6. **THAT** a Building Permit application to rebuild any building or structure destroyed or damaged should be required to be submitted within one (1) year from the date of the event that caused such damage, and that if such Building Permit is not submitted with one (1) year, then such rebuilt a structure shall comply with all applicable zoning codes and shall conform to the dimensional and development standards of the applicable zone district.

7. **THAT** the City staff is aware of 104 structures in the City that are nonconforming due to their density or unit count.

8. **THAT** the existing nonconforming structures in the City will degrade over time, and that the City encourages renovation of the housing stock.

9. **THAT** the proposed amendments related to the Nonconforming Structures are consistent with the goals and objectives of Roadmap Englewood: The 2003 Englewood Comprehensive Plan, which supports renovation and improvements to local housing.

10. **THAT** higher density has been approved in Planned Unit Developments in the past, and that the trend in Englewood is to encourage higher density.

11. **THAT** the proposed amendments related to Section 16-9-3 Nonconforming Structures are consistent with the goals and objectives of Roadmap Englewood: The 2003 Englewood Comprehensive Plan and the Englewood.

12. **THAT** the proposed Amendments related to Section 16-9-3 Nonconforming Structures should be adopted as part of Title 16: Unified Development Code of the Englewood Municipal Code.

DECISION

THEREFORE, it is the decision of the City Planning and Zoning Commission that Case #2013-06, Amendments to Section 16-9-3 Nonconforming Structures should be referred to the City Council with a favorable recommendation.

The decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on February 20, 2014, by Mr. Knoth, seconded by Mr. Fish, which motion states:

CASE #2013-06, AMENDMENTS TO TITLE 16: UNIFIED DEVELOPMENT CODE RELATED TO 16-9-3 NONCONFORMING STRUCTURES AS STATED BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION WITH THE FOLLOWING CONDITION:

1. *16-9-3 C(1)(B): TO STRIKE THE PROPOSED LANGUAGE "AND WHERE MEETING SUCH ZONING STANDARDS DOES NOT CREATE AN UNDUE BURDEN ON THE OWNER."*

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

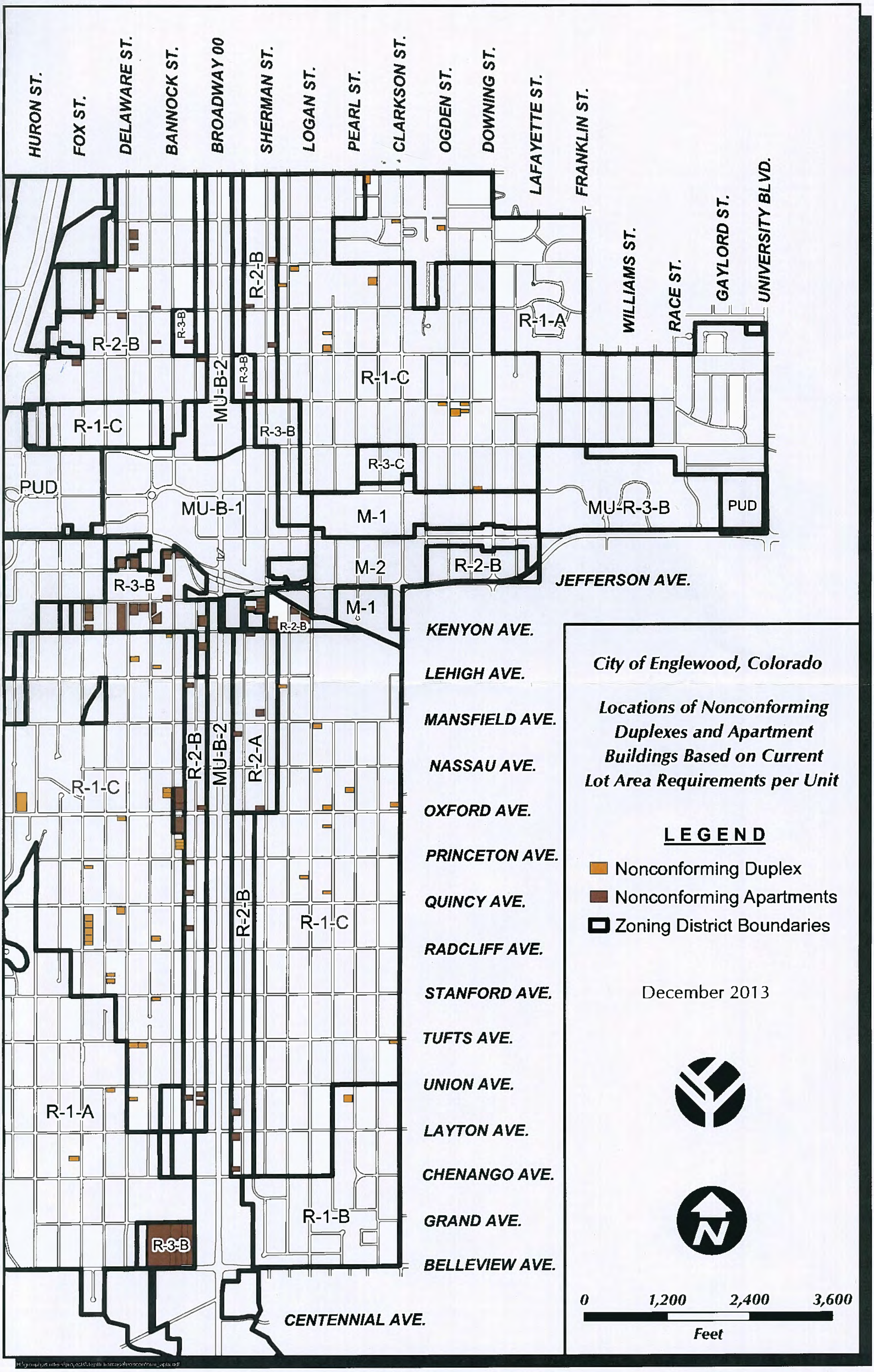
Motion carried.

These Findings and Conclusions are effective as of the meeting on February 20, 2014.

BY ORDER OF THE CITY PLANNING & ZONING COMMISSION

_____

John Brick, Chair


HURON ST.
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LOGAN ST.
PEARL ST.
CLARKSON ST.
OGDEN ST.
DOWNING ST.
LAFAYETTE ST.
FRANKLIN ST.
WILLIAMS ST.
RACE ST.
GAYLORD ST.
UNIVERSITY BLVD.
JEFFERSON AVE.
KENYON AVE.
LEHIGH AVE.
MANSFIELD AVE.
NASSAU AVE.
OXFORD AVE.
PRINCETON AVE.
QUINCY AVE.
RADCLIFF AVE.
STANFORD AVE.
TUFTS AVE.
UNION AVE.
LAYTON AVE.
CHENANGO AVE.
GRAND AVE.
BELLEVIEW AVE.
CENTENNIAL AVE.
R-2-B
R-3-B
R-1-C
R-1-A
R-1-B
R-2-A
MU-B-2
MU-B-1
MU-R-3-B
R-3-C
M-1
M-2
PUD
City of Englewood, Colorado
Locations of Nonconforming Duplexes and Apartment Buildings Based on Current Lot Area Requirements per Unit
LEGEND
Nonconforming Duplex
Nonconforming Apartments
Zoning District Boundaries
December 2013
N
0
1,200
2,400
3,600
Feet

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2014

COUNCIL BILL NO. 22
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AMENDING TITLE 16, CHAPTER 2, SECTION 2 AND CHAPTER 9, SECTION 3, OF THE ENGLEWOOD MUNICIPAL CODE 2000 PERTAINING TO NONCONFORMING STRUCTURES.

WHEREAS, in August 2013, the Community Housing Development Association (CHDA) applied to the City requesting a zoning text amendment to the Unified Development Code concerning nonconforming structures. The request centered on the fact that damaged or destroyed nonconforming structures cannot be rebuilt to the same density, if the existing structures are over the currently allowed density; and

WHEREAS, CHDA recently purchased and renovated the Canterbury East (21 units) and Canterbury South (22 units) Apartments, located at 3550 and 3600 South Delaware Street, respectively. If these properties are zoned MU-R-3-B, and are used for affordable housing with a variety of rental rates. If these apartment buildings were damaged or destroyed to the extent of more than 60% of their value, the existing buildings could not be rebuilt under the current development code with the same number of units. The new buildings would need to be reduced in density, with a maximum of 11 units in one building, and 12 units in the other. CHDA and its financing partners are concerned about the potential loss of value in case of significant damage to the buildings; and

WHEREAS, the concerns raised by the CHDA are not unique. There are 104 properties in the City that are nonconforming due to density; and

WHEREAS, if any of these properties were to burn down, or were otherwise damaged or destroyed by more than 60% of the value of the structure, the rebuilt structure would need to conform to the existing zoning at the lower density; and

WHEREAS, due to this potential loss of value, some lenders have concerns about the financing of these properties; and

WHEREAS, the proposed text amendment language is broader than originally proposed by the Community Housing Development Association (CHDA).

WHEREAS, based on support from the Commission and Staff, the proposed ordinance would allow any nonconforming structure that is damaged or destroyed to be rebuilt at its original density. However, the proposal requires that rebuilt buildings "be brought into compliance as much as practicable with existing standards of this Code"; and

WHEREAS, this language gives staff the flexibility to work with architects and property owners to find a building design and site plan that accommodates the density, but also updates the property to current standards; and

WHEREAS, a one year timeframe for submitting a building permit application to rebuild a nonconforming building has been included in the proposed ordinance; and

WHEREAS, the Englewood Planning and Zoning Commission recommended approval of these changes at the February 20, 2014 meeting.

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 amending Title 16, Chapter 2, Section 2 entitled *Summary Table of Administrative and Review Roles* of the Englewood Municipal Code 2000, to read as follows:

16-2-2: Summary Table of Administrative and Review Roles.

The following table summarizes the review and decision-making responsibilities of the entities that have specific roles in the administration of the procedures set forth in this Chapter. For purposes of this table, an "(Approval) Lapsing Period" refers to the total time from the application's approval that an applicant has to proceed with, and often complete, the approved action. Failure to take the required action within the specified "lapsing period" will automatically void the approval. See Section 16-2-3.L EMC, "Lapse of Approval," below.

TABLE 16-2-2.1: SUMMARY OF DEVELOPMENT REVIEW AND DECISION-MAKING PROCEDURES										
Procedure	Section Ref.	Pre-App. Mtg. Req'd	Review (R) Decision-Making (D) or Appeal (A) Bodies				Notice Required[1]			Lapsing Period
			CM/D	PC	CC	BAA	Pub	Mail	Post	
Adaptive Reuse of Designated Historical Buildings	16-5-3	✓	R	R	D		✓		✓	None
Administrative Adjustments	16-2-17	✓	D			A				None
Administrative Land Review Permit	16-2-11	✓	D	A						60 days to record
Amendments to the Text of this Title	16-2-6		R	R	D		✓			None
Annexation Petitions	16-2-5	✓	R	R	D		✓		✓	None
Appeals to Board	16-2-18	✓				D	✓			None
Comprehensive Plan Amendments	16-2-4		R	R	D		✓			None
Conditional Use Permits	16-2-12	✓	R	D	A		✓		✓	1 year
Conditional Use - Telecommunication	16-7	✓	R	D	A		✓	✓	✓	None
Development Agreements	16-2-15		R		D					As stated in Agreement
Floodplain Dev't. Permit and Floodplain Variances	See Chapter 16-4 for applicable procedures and standards									
Historic Preservation	16-6-11	✓	R	R	D		✓		✓	None
Landmark Sign	16-6-13	✓		D	A		✓		✓	

Limited Review Use Permits	16-2-13	✓	D	A						1 year
Major Subdivisions	16-2-10									
Preliminary Plat		✓	R	R	D		✓	✓	✓	6 months to submit Final Plat
Final Plat			R	R	D		✓	✓	✓	60 days to record
Simultaneous Review Preliminary Plat/Final Plat		✓	R	R	D		✓	✓	✓	60 days to record
Recorded Final Plat										None
Minor Subdivision	16-2-11									
Preliminary Plat		✓	D	A						6 months to submit Final Plat
Final Plat			D	A						60 days to record
Recorded Final Plat										None
Nonconforming Structures	16-9-3	✓	D			A				
Official Zoning Map Amendments (Rezonings)	16-2-7	✓	R	R	D		✓	✓	✓	None
PUD and TSA Rezonings	16-2-7	✓	R	R	D		✓	✓	✓	None
Temporary Use Permits	16-2-14	✓	D	A						As stated in Permit
Unlisted Use Classifications	16-5-1.B	✓	D	A						None
Zoning Site Plan	16-2-9		D	A						3 years
Zoning Variances	16-2-16	✓	R			D	✓		✓	180 days

CM/D = City Manager or Designee (Including the Development Review Team)
PC = Planning and Zoning Commission
CC = City Council
BAA = Board of Adjustment and Appeals

[1] **Notice Required: See Table 16-2-3.1 Summary of Mailed Notice Requirements**

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 9, Section 3 entitled *Nonconforming Structures* of the Englewood Municipal Code 2000, to read as follows:

16-9-3 Nonconforming Structures.

A. Applicability and Exemptions. This Section shall apply to all nonconforming structures, as defined in Chapter 16-11 EMC, except that the following structures shall not be considered nonconforming structures and shall be considered exempt from the terms and limitations of this Section and Chapter:

1. Principal one-unit residential dwellings existing on the effective date of this Title, and which as of that date are not in compliance with the minimum ~~side~~ setback standards established in Chapter 16-6 EMC, shall not be considered nonconforming structures due solely to the dwelling's noncompliance with the minimum ~~side~~ setback standards. Such dwellings are "grandfathered," and shall be considered legal, conforming structures for the purposes of sale and development under this Title and other City building and safety regulations. All future

expansions and alterations of such grandfathered dwellings shall comply with all applicable standards of this Title, including minimum ~~side~~ setback standards, unless the City grants a variance.

2. Multi-unit dwellings existing on the effective date of this Title, which are not in compliance with the required minimum lot area per dwelling unit standards, shall not be considered nonconforming due solely to noncompliance with the minimum lot area per dwelling unit standards. Such dwellings are "grandfathered," and shall be considered legal, conforming buildings or structures for the purpose of sale and development under this Title and other City building and safety regulations. However, all future expansions and alterations of such grandfathered dwellings shall comply with all applicable standards of this Title, including minimum setbacks standards, unless the City grants a variance.

B. Nonconforming Building or Structure.

1. A nonconforming building or structure may continue to be used, except as otherwise provided herein.

2. A nonconforming building or structure may be repaired, structurally altered, or expanded only if the alteration, repair, or expansion complies with this Title. If the nonconforming building or structure or any portion thereof, is declared unsafe by the Chief Building Official, the building may be strengthened or restored to a safe condition.

3. Notwithstanding the provisions of subsection ~~A~~ B.2, above, a nonconforming building or structure in a Floodplain District may be modified, altered, or repaired to incorporate floodproofing measures, but shall not be extended or expanded.

~~4. No nonconforming building or structure that is destroyed or damaged to the extent of more than sixty percent (60%) of its value, as determined pursuant to the method of determining the valuation of buildings for building permit issuance, shall be repaired or rebuilt except in compliance with the requirements of this Title.~~

~~5~~ 4. If a nonconforming building or structure becomes conforming, it shall not be changed back to a nonconforming building or structure.

~~6~~ 5. No person shall move a nonconforming building or structure to another parcel unless the building or structure and its location on the new parcel comply with the use regulations of the zone district applicable to the new parcel.

C. Redevelopment of Nonconforming Buildings or Structures.

1. The City of Englewood encourages redevelopment of outdated, nonfunctional or obsolete buildings and structures. In an effort to encourage redevelopment of such buildings or structures and to promote economic development, nonconforming buildings and structures may be removed and reconstructed, whether damaged or not, only in compliance with the following requirements:

a. The reconstructed building or structure shall not be more nonconforming that the structure as it existed immediately prior to the reconstruction. Redeveloped or reconstructed buildings or structures shall be allowed up to, but not to exceed, the density of the nonconforming building or structure as it existed immediately prior to the redevelopment, whichever is greater.

b. The reconstructed building or structure shall be brought into compliance as much as practicable with existing zoning standards of this Code (Examples: setbacks, parking, landscaping, bulk plane, etc.). The determination of "practicable" will be made by the City Manager or designee based upon the proposed use and design of the structure, site conditions, and current industry methods and standards. The City Manager or designee shall consider not only what is possible, but also what is reasonable based on the unique circumstances of the building or structure, proposed use, and site conditions.

c. If the damage to the nonconforming building or structure was caused by the intentional act or criminal conduct of the owner of the nonconforming building or structure, or the owner's agent or representative, the building or structure shall only be rebuilt in compliance with this Title and shall not be considered grandfathered under this Section, and furthermore shall not be eligible for redevelopment under Section 16-9-3(C) EMC.

d. Regardless of any waivers or lessening of standards otherwise required in this Title, all new development (including reconstruction of nonconforming buildings or structures) shall meet the applicable building, fire and safety codes in effect at the time of application for a building permit.

D. Application Process.

1. Reconstruction of a nonconforming building or structure shall follow the Site Improvement Plan Review process identified in Section 16-2-9 EMC, unless variances are requested for other dimensional or development standards. In such cases, variances shall follow the Zoning Variance process in Section 16-2-16 EMC.

2. A building permit application for reconstruction of a damaged or destroyed nonconforming building or structure shall be submitted within one (1) year from the date of the event that caused the damage or destruction. If no building permit application is submitted within one (1) year, damaged or destroyed nonconforming buildings or structures on the site shall no longer be eligible for redevelopment under Section 16-9-3(C) EMC, above and the redevelopment shall conform to the dimensional and development standards of the applicable zone district

E. Appeals.

Any appeal from the City Manager or designee's decision shall be to the Board of Adjustment and Appeals pursuant to 16-2-18(B) EMC.

Section 3. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or it application to other persons or circumstances.

Section 5. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 7. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 7th day of April, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 11th day of April, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 9th day of April, 2014 for thirty (30) days.

ATTEST:

_____
Randy P. Penn, Mayor

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 7th day of April, 2014.

_____
Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: April 21, 2014	**Agenda Item:** 11 c i	**Subject:** A Resolution Approving the Waiver of the Building Permit Fees, the Plan Review Fees, the Single Family Drainage Inspection Fees, the Minor Subdivision Fee and the Fee in Lieu of Park Land Dedication for Habitat for Humanity of Metro Denver
Initiated By: Community Development Department		**Staff Source:** Harold Stitt, Senior Planner and Janet Grimmett, Housing Finance Specialist

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

On June 18, 2007, Council approved Resolution No. 50, Series of 2007, waiving building permit fees associated with the development of 2079 W. Vassar Avenue into eight paired single family homes.

On January 22, 2008, Council approved Resolution No. 5, Series of 2008, waiving building permit fees and the fee in lieu of park land dedication associated with the development of 2310 W. Harvard Avenue into eight paired single family homes. This request was discussed at the April 14, 2014 City Council Study Session.

RECOMMENDED ACTION

Staff recommends approving a resolution waiving the building permit fees, the plan review fees, the single family drainage inspection fees, the minor subdivision fee and the fee in lieu of park land dedication associated with the development 2153-55 W. Baltic Place into two paired single family homes.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Habitat for Humanity of Metro Denver (HFHMD), a non-profit corporation, is a home ownership program that offers a constructive means for families to break the cycle of poverty. HFHMD builds and renovates single family detached homes, single family paired homes and townhomes anywhere in the Denver metropolitan area.

Arapahoe County approved in March 2014 HFHMD's grant application to assist with the development and construction of two paired single family homes at 2153-55 W. Baltic Place. The development of the property by HFHMD is anticipated to begin in May 2014. HFHMD's proposed project consists of subdividing the existing lot at 2155 W. Baltic Place into two buildable lots that are in compliance with the current R-2-A zoning for that area. Attached single family homes will be built on the lot creating two new homes known as 2153-55 W. Baltic Place that will be sold to qualified low-income families. The home sizes will be: 1) a two-bedroom, one bath, unit (982 square feet); and, 2) a three-bedroom, 1 bath, unit (1097 square feet). Each unit will be designed and built in compliance with the Englewood Unified Development Code.

City staff is not involved with the development or the execution of this project except for the required subdivision, development, and permitting reviews normally done for any development project. Other than for going the identified fees, no other monetary support is being provided by the City to HFHMD for this project.

A Resolution is required to waive any city fees.

FINANCIAL IMPACT

If Council approves, the City of Englewood will waive the building permit fees, the plan review fees, the single family drainage inspection fees, the minor subdivision fee and the fee in lieu of park land dedication as its contribution to the project. Based on the estimated square footage of the two housing units and the size of the lot being redeveloped, the estimated total value of the fees being waived would be $4,300.

LIST OF ATTACHMENTS

Memorandum regarding Habitat for Humanity of Metro Denver's Application to Arapahoe County
Resolution

M E M O R A N D U M

TO: Mayor and City Council

THRU: Gary Sears, City Manager
Alan White, Community Development Director

FROM: Harold J. Stitt, Senior Planner
Janet Grimmett, Housing Finance Specialist

DATE: April 21, 2014

SUBJECT: Habitat for Humanity of Metro Denver's Application to Arapahoe County

Habitat for Humanity of Metro Denver (HFHMD) is interested in developing land they currently own at 2153-55 W Baltic Place located in northwest Englewood. HFHMD is a non-profit corporation that provides home ownership opportunities by building and renovating homes.

HFHMD's proposed project consists of subdividing the existing lot at 2153-55 W Baltic Place into two buildable lots that are in compliance with the current R-2-A zoning for that area. Attached single family homes will be built on each lot creating two new homes that will be sold to qualified low-income families. The home sizes will be: 1) a two-bedroom, one bath, unit (982 square feet); and, 2) a three-bedroom, 1 bath, unit (1097 square feet). Each unit will be designed and built in compliance with the Englewood Unified Development Code. Arapahoe County has approved grant funds for HFHMD to assist with the development and building of these units.

HFHMD is requesting that Council waive the building permit fees, the plan review fee, fee in-lieu of park land dedication, minor subdivision fee, and single family drainage fee associated with this project. The grant approval from Arapahoe County for the development of the land is not contingent upon the request to waive or reduce any fees; however, it is viewed by the County as strong evidence of the local jurisdiction's support for the project.

In 2006 and 2008 Council waived building permit fees he fee in lieu of park land dedication for two separate 8-unit projects built by HFHMD known as the Vassar/Hillside project and the Harvard/Hillside project. It is estimated that the waiver of fees for this project would total approximately $4,300.

Council would need to adopt a resolution to waive any fees. That resolution will be brought to Council on April 21, 2014. Construction is anticipated to start on this project in May 2014 and be completed by the end of the year.

City staff would not be involved with the development or execution of this project except for the required subdivision, development, and permitting reviews normally done for any development project.

Habitat for Humanity® of Metro Denver

www.habitatmetrodenver.org

Main Office

3245 Eliot St

Denver, CO 80211

303-534-2929

Fax: 303-534-2727

Construction Hotline:

303-380-1188

Habitat Home Improvement Outlets

Denver

70 Rio Grande Blvd

Denver, CO 80223

303-722-5863

Fax: 303-871-9900

Wheat Ridge

(I-70 and Ward Rd.)

10625 West I-70 Frontage Road

Wheat Ridge, CO 80033

303-421-5300

Fax: 303-421-5301

EQUAL HOUSING OPPORTUNITY

March 21, 2014

Mayor Randy Penn and Members of City Council
City of Englewood
Civic Center
1000 Englewood Parkway
Englewood, CO 80110

Dear Mayor Penn and City Council Members:

Habitat for Humanity of Metro Denver, Inc. (HFHMD) is excited about our newest project in the City of Englewood. HFHMD has acquired a vacant lot at **2155 W. Baltic Place** upon which we plan to build a new, energy-efficient **duplex home** for 2 hard-working and deserving families.

HFHMD has enjoyed success in developing similar projects within the City of Englewood. In 2012, we built a duplex in the 3900 block of South Lincoln St., and in 2011 HFHMD built 4 duplex homes on the 2200 block of West Harvard and West Hillside Avenues. The 10 families now living in these duplexes are proud and happy to call Englewood home!

Habitat has taken great care to design a duplex that blends with the character of the Evans Park Estates neighborhood. The immediate area surrounding the parcel on W. Baltic Place there exist 4 duplex homes alongside numerous townhomes and single-family detached units.

Habitat currently owns the vacant lot at 2155 W. Baltic place and has submitted construction documents for review and approval by the City. We anticipate that we may obtain approvals and commence site development as soon as May this year, completing construction and sale of the homes by year end.

The total project budget for this duplex is $321,000. HFHMD has secured home sponsorships totaling $160,000 that will help pay for vertical construction of the duplex, and are seeking $40,000 in federal HOME funding support through Arapahoe County to support infrastructure development. The balance of funding for the project will come from Habitat's Fund for Humanity (mortgage payments that get recycled into new projects) and additional fundraising efforts.

To help HFHMD bridge the gap in project funding, **we are asking the City's assistance by waiving the development fees** for this duplex**:**

- Minor Subdivision Fee
- Building Permit Fee
- Plan review Fee
- Single Family Drainage Inspection Fee
- Park Fee in-lieu of public land dedication

In addition to reducing the cost of the project (which helps us keep it affordable), the City's support will greatly assist us in leveraging other funds for the project. Local support is often key for potential funders to see.

As with all Habitat homes, the buyers will purchase the homes with a zero-interest loan at terms that cap monthly housing payments (Principal, Taxes and Insurance) at 30% of the family's gross monthly income. The funds generated by the principal payments go back into building more homes for other low-income families in need of decent, affordable housing.

HFHMD sees this project as another terrific opportunity to partner with the City of Englewood on a quality infill project. We appreciate your consideration of this request for support.

Grants Administrator

Celebrating 35 Years of Building

- Organized in 1979
- 535+ houses built in the Denver Metro Area
- **21 homes built in the City of Englewood**
- 2013 EPA Partner of the Year Award for Sustained Excellence in Affordable Housing
- Habitat Metro Denver will serve 500 more families within the next five years through new home construction, Critical Home Repair projects, and tithing to support the construction of Habitat homes around the world.

In 2014, Habitat Metro Denver will complete:

- 31 new homes, including **2 new homes in Englewood at 2153-2155 Baltic Place**
- 20 Critical Home Repair projects

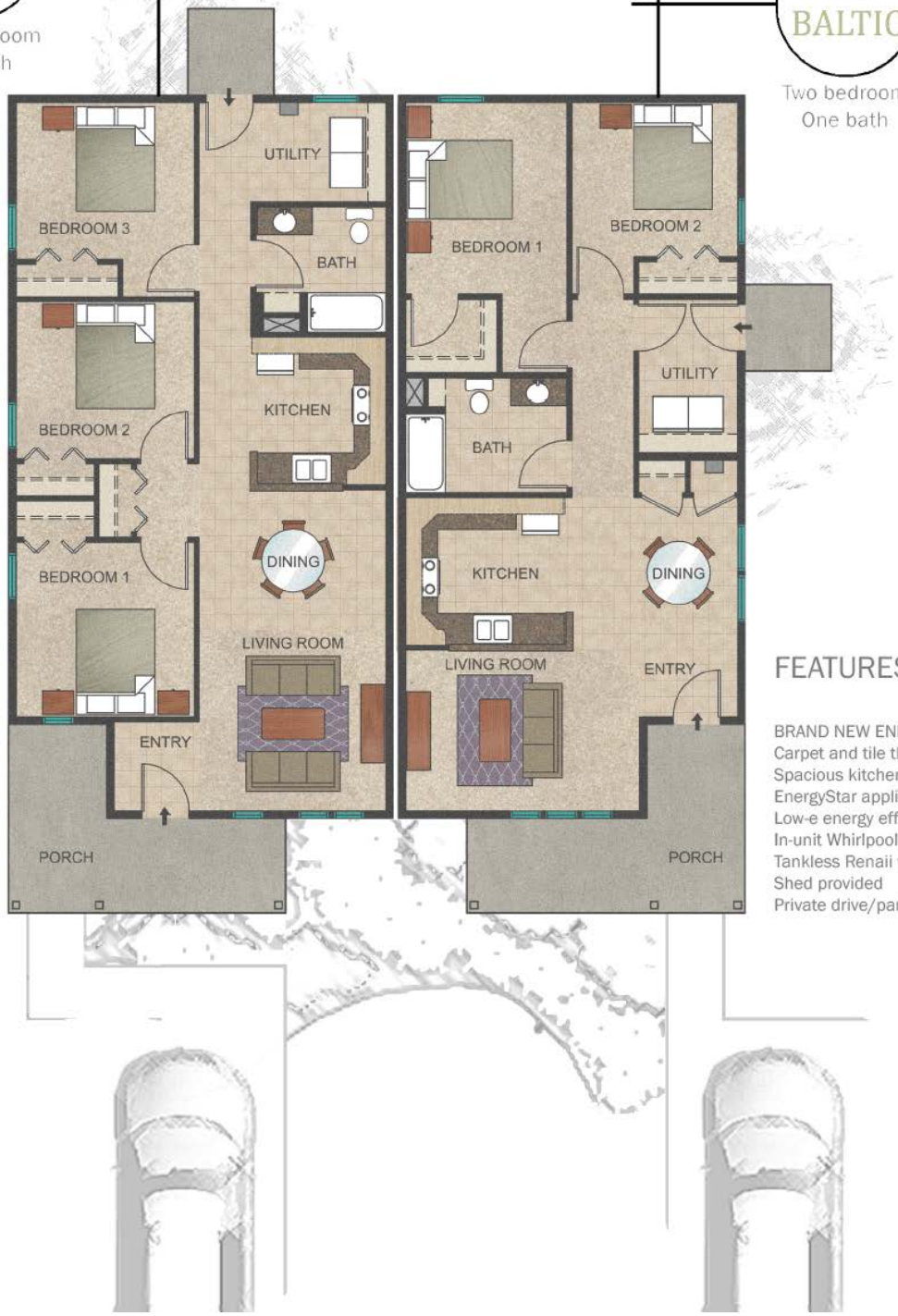
Plans for 2015 include four (4) new homes in Englewood to be located in the 2300 block of West Harvard Ave.

2155 BALTIC

Three bedroom
One bath

2153 BALTIC

Two bedroom
One bath



FEATURES

BRAND NEW ENERGY EFFICIENT CONSTRUCTION!
Carpet and tile throughout
Spacious kitchen with oak cabinets
EnergyStar appliances
Low-e energy efficient windows
In-unit Whirlpool washer and dryer
Tankless Renaii water heater
Shed provided
Private drive/parking pad(no garage)

RESOLUTION NO. _____
SERIES OF 2014

A RESOLUTION AUTHORIZING THE EXEMPTION OF THE HABITAT FOR HUMANITY OF METRO-DENVER (HFHMD) FROM BUILDING PERMIT FEES, PLAN REVIEW FEES, SINGLE FAMILY DRAINAGE INSPECTION FEES, THE MINOR SUBDIVISION FEE AND THE FEE IN LIEU OF PARK LAND DEDICATION ASSOCIATED WITH THE DEVELOPMENT OF TWO PAIRED SINGLE FAMILY HOMES LOCATED AT 2153 & 2155 WEST BALTIC PLACE.

WHEREAS, the Habitat For Humanity of Metro Denver (HFHMD), a non-profit corporation submitted a grant application to Arapahoe County to develop property located at 2153 and 2155 West Baltic Place; and

WHEREAS, Arapahoe County approved in March 2014 the grant application to assist the development; and

WHEREAS, this matter was discussed with the Englewood City Council at the April 14, 2014 Study Session; and

WHEREAS, the HFHMD has requested the City to waive Building Permit Fees, Plan Review Fees, Single Family Drainage Inspection Fees, the Minor Subdivision Fee and the fee in lieu of Park Land dedication associated with this development.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes an exemption of the Habitat for Humanity of Metro Denver from the building permit fees, Plan Review Fees, Single Family Drainage Inspection Fees, the Minor Subdivision Fee and the fee in lieu of park land dedication associated with the development of two paired single family homes located at 2153 and 2155 West Baltic Place.

ADOPTED AND APPROVED this 21st day of April, 2014.

ATTEST:

_____
Randy P. Penn, Mayor

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2014.

_____
Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date	Agenda Item	Subject
April 21, 2014	11 c ii	L/E WWTP Network Infrastructure Project - Switch Replacement

INITIATED BY	STAFF SOURCE
Littleton/Englewood WWTP Supervisory Committee	Jeff Konishi, Director of Information Technology Cindy Goodburn, L/E WWTP Business Services Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approval of IT Network Infrastructure Upgrade - October 21, 2013
Council approval of the 2014 Littleton/Englewood WWTP Capital Infrastructure Budget.

RECOMMENDED ACTION

Staff recommends Council approval, by motion, of an Information Technology Network Infrastructure upgrade for network switches at the Littleton/Englewood WWTP. Staff further recommends awarding the contract to 24/7 Networks, taking advantage of State of Colorado contract pricing in the amount of $74,843.60.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood IT Department has an initiative to upgrade the City's network hardware infrastructure. This initiative will require the replacement of all existing L/E WWTP enterprise network switches with 10 gigabyte switches aligned with the City IT Department's standards for this project. L/E WWTP staff has been working very closely with Jeff Konishi and his staff to solidify equipment specifications and utilizing the vendor that was selected through the bidding process for the City's infrastructure work.

The L/E WWTP relies exclusively upon the City network for internet, e-mail, and phones. Replacement of the L/E WWTP switches is critical to retain this connection, as the existing 1 gigabyte switches will not interface fully with the City's upgrade plans. Additionally, this will impact the SCADA network, as alarms and notification for SCADA failures pass through these switches and emergency response notification will be impacted. Permit violation could result.

The L/E WWTP enterprise network has been experiencing network, email and internet outages and slow communications issues. This project is part of the solution to upgrade the City enterprise and L/E WWTP services.

Additionally, a number of the L/E WWTP switches are beyond their service life and will not be covered under service agreements.

A proposal for the IT specified switches was received from 24/7 networks. The L/E WWTP portion for the project is $74,843.60.

This purchase was approved by the L/E WWTP Supervisory Committee at the March 20, 2014 meeting.

FINANCIAL IMPACT

Funds for this project are included in the 2014 L/E WWTP budget and as a Capital Infrastructure Project and will be shared 50/50 by the Cities of Englewood and Littleton.

LIST OF ATTACHMENTS

24/7 Networks Solution Proposal

24/7 Networks

Network Upgrade Solution - 10GIG

Company:	City of Englewood - WWTP 2900 S. Platte River Drive Englewood, CO	Date:	November 19, 2013
		Proposal Number:	111913 160933
		Account Manager:	Brian von der Heydt (303)991-2224
Attn:	Shawn Miller		
Phone:		Inside Sales:	Brian von der Heydt (303)991-2224
Fax:		Payment Terms:	
Email:		FAX POs To:	(303)362-5731

This proposal is valid for 30 days from the date of issuance and is subject to 24/7 Networks' Standard Terms and Conditions of Sale (http://www.247networks.com/terms_and_conditions_of_sale.html)

Product Number	Description	Qty	List Price	Unit Price	Extended Price
Cisco 4500X Core Switches					
WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base Front-to-Back No P/S	2	$ 16,000.00	$ 7,840.00	$ 15,680.00
CON-SMBS-WSC16SFX	SMBS 8X5XNBD Catalyst 4500-X 16 Port 10G IP Base Fro	2	$ 594.00	$ 534.60	$ 1,069.20
C4500X-IPB	IP Base license for Catalyst 4500-X	2	$ -	$ -	$ -
C4KX-NM-BLANK	Catalyst 4500X Network Module Blank	2	$ -	$ -	$ -
C4KX-PWR-750AC-R/2	Catalyst 4500X 750W AC front to back cooling 2nd PWR supply	2	$ 2,000.00	$ 980.00	$ 1,960.00
C4KX-PWR-750AC-R	Catalyst 4500X 750W AC front to back cooling power supply	2	$ 2,000.00	$ 980.00	$ 1,960.00
CAB-US515-C15-US	NEMA 5-15 to IEC-C15 8ft US	4	$ -	$ -	$ -
S45XUK9-331-1511SG	CAT4500-X Universal Crypto Image	2	$ -	$ -	$ -
Twin Ax Cables - 2 x 4500x Stack and 2 x to 2960 in Main Area					
SFP-H10GB-CU1M	10GBASE-CU SFP+ Cable 1 Meter	4	$ 150.00	$ 73.50	$ 294.00
Cisco 2960X Stacked Swiches					
2 x Main, 1 x Cubby, 1 x Lab, 2 x Muster Room, 1 Trailer					
WS-C2960X-48LPD-L	Catalyst 2960-X 48 GigE PoE 370W 2 x 10G SFP+ LAN Base	7	$ 6,995.00	$ 3,427.55	$ 23,992.85
CAB-C15-CBN	Cabinet Jumper Power Cord 250 VAC 13A C14-C15 Connectors	7	$ -	$ -	$ -
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	4	$ 1,195.00	$ 585.55	$ 2,342.20
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	7	$ -	$ -	$ -
Data Center 3850s - 48 Ports of PoE - 48 Ports Standard - Stacked and 10 GIG to Core 4500Xs					
WS-C3850-48P-S	Cisco Catalyst 3850 48 Port PoE IP Base	1	$ 13,000.00	$ 6,370.00	$ 6,370.00
CON-SNTP-WSC388PS	SMARTNET 24X7X4 Cisco Catalyst 3850 48 Port PoE IP Base	1	$ 1,248.00	$ 1,123.20	$ 1,123.20
CAB-TA-NA	North America AC Type A Power Cable	2	$ -	$ -	$ -
PWR-C1-715WAC/2	715W AC Config 1 Secondary Power Supply	1	$ 1,000.00	$ 490.00	$ 490.00
C3850-NM-2-10G	Cisco Catalyst 3850 2 x 10GE Network Module	1	$ 2,500.00	$ 1,225.00	$ 1,225.00
S3850UK9-32-0SE	CAT3850 UNIVERSAL	1	$ -	$ -	$ -
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	$ -	$ -	$ -
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1	$ -	$ -	$ -
PWR-C1-715WAC	715W AC Config 1 Power Supply	1	$ -	$ -	$ -
WS-C3850-48T-S	Cisco Catalyst 3850 48 Port Data IP Base	1	$ 11,500.00	$ 5,635.00	$ 5,635.00
CON-SNTP-WSC388TS	SMARTNET 24X7X4 Cisco Catalyst 3850 48 Port Data IP Base	1	$ 1,104.00	$ 993.60	$ 993.60
CAB-TA-NA	North America AC Type A Power Cable	2	$ -	$ -	$ -
PWR-C1-350WAC/2	350W AC Config 1 SecondaryPower Supply	1	$ 500.00	$ 245.00	$ 245.00
C3850-NM-2-10G	Cisco Catalyst 3850 2 x 10GE Network Module	1	$ 2,500.00	$ 1,225.00	$ 1,225.00
S3850UK9-32-0SE	CAT3850 UNIVERSAL	1	$ -	$ -	$ -
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	$ -	$ -	$ -
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1	$ -	$ -	$ -
PWR-C1-350WAC	350W AC Config 1 Power Supply	1	$ -	$ -	$ -
Multi Mode SFPs - 10 GIG					
1 x Service Center, 4 for each closet, 4 for Data Center					
SFP-10G-SR	10GBASE-SR SFP Module	21	$ 995.00	$ 487.55	$ 10,238.55

Proposal Total: $ 74,843.60

Product Number	Description	Qty	List Price		Unit Price	Extended Price

This proposal is valid for 30 days from the date of issuance and is subject to 24/7 Networks' Standard Terms and Conditions of Sale (http://www.247networks.com/terms_and_conditions_of_sale.html)

By signing below you agree to 24/7 Networks' "Terms & Conditions"

The listed price includes a 3.5% discount for payment made in cash or check, not involving the use of a credit card or P-card.
Payment made by credit card will waive this discount.

Signature: _____ **Date:** _____

Name and Title: _____ **PO Number:** _____

WARRANTY
All hardware and software provided under these terms are subject to the warranties provided by the manufacturer as legally and contractually permissible for 24/7 Networks, Inc. ("24/7 Networks") to pass onto, resell or assign to Customer. 24/7 Networks warrants that its services hereunder will be performed by qualified individuals in a professional and workmanlike manner conforming to generally accepted industry standards and practices, and in strict accordance with all applicable laws, regulations, codes and standards of government agencies or authorities having jurisdiction. 24/7 Networks services hereunder are supported against defects in workmanship for thirty (30) days after installation. 24/7 NETWORKS MAKES NO WARRANTY AS TO THE RESULTS OF ANY SERVICES PROVIDED AND EXCEPT AS SET FORTH IN THIS PARAGRAPH, 24/7 NETWORKS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT.

LIMITATION OF LIABILITY
NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF 24/7 NETWORKS UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO MONEY PAID TO 24/7 NETWORKS UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY AND IN THE CASE OF DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE OR INFRINGING PRODUCT, SHALL, UNDER ANY LEGAL OR EQUITABLE THEORY, BE FURTHER LIMITED TO THE PURCHASE PRICE PAID BY CUSTOMER FOR SUCH PRODUCT. IN NO EVENT SHALL 24/7 NETWORKS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENCIAL DAMAGES, LOST PROFITS, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES EVEN IF 24/7 NETWORKS HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

SERVICE CONDITIONS
All service prices are based on work being performed during normal business hours (Monday through Friday) or as otherwise mutually agreed by Customer and 24/7 Networks in writing. Security arrangements and access for 24/7 Networks at the Customer's location will be the responsibility of the Customer. Customer will accompany any 24/7 Networks employee or agent while on-site at Customer location. All prices are based on site implementation work being performed at Customer locations. Installation service prices are contingent on the assumption that 24/7 Networks will be provided with a complete list of the installation sites at least two (2) weeks prior to the commencement of the project and that 24/7 Networks will be allowed complete flexibility to build and control the schedule of site implementations. Cancellations of scheduled site visits by Customer will be provided to 24/7 Networks in writing no less that five (5) business days prior to such scheduled site visit. If the scope of work or the number of devices/office locations to be implemented changes at the Customer's request from that specified in the 24/7 Networks accepted Customer order, then prior to accepting any such changes 24/7 Networks reserves the right to review and change those terms of any related accepted Customer order, including, without limitation, pricing and any delivery requirements that are affected or impacted by such request.

SOFTWARE
Any software provided under these terms is subject to the license terms that are provided with it. All software license terms are established directly between the Customer and the owner or manufacturer of the software. Unless 24/7 Networks is identified as the owner or licensor of the software, 24/7 Networks is not a party to any software license terms and 24/7 Networks makes no warranties or representations related to the ownership, use or operation of the software.

GOVERNING LAW AND JURISTICTION
Each sale and other transaction between Customer and 24/7 Networks made under this Agreement will be governed by the applicable state laws for the 24/7 Networks location specified in the applicable Quote, excluding any conflict of laws rules that may apply in such state. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the applicable court in the aforementioned 24/7 Networks location and each party submits to the jurisdiction thereof. Customer waives any defense to the validity or enforceability of this Agreement arising from any electronic submission of it to Customer.

TAXES AND FEES
This order may be subject to sales tax, duty and freight charges even if not noted on this proposal. These charges will be itemized and billed on a separate invoice to Customer.

Memorandum

City Manager's Office

TO: Mayor Penn and Members of City Council

THROUGH: Gary Sears, City Manager

FROM: Sue Carlton-Smith, Executive Assistant

DATE: April 16, 2014

SUBJECT: City Council Travel/Training 2014 Budget

The City Council 2014 Travel/Training Budget totals $14,500. The costs for the National League of Cities Conference in Washington, D. C. from March 7-12, 2014 are as follows:

Council Member Rick Gillit	$3,272.37
Council Member Bob McCaslin	$3,637.55
Total	$6,909.92

Registration costs for the CML Legislative Workshop

Mayor Penn and Mayor Pro Tem Olson	$250.00

The costs for the DRCOG Conference in Colorado Springs are as follows:

Mayor Randy Penn	$160.92

Anticipated expenses for City Council are as follows:

Mayor Randy Penn	$1,100.08
Mayor Pro Tem Linda Olson	690.88
Council Member Rick Gillit	1,091.08
Council Member Joe Jefferson	954.08
Council Member Bob McCaslin	1,076.08
Council Member Jill Wilson	814.08
Council Member Steve Yates	1,098.08
Total	$6,824.36

2014 Travel/Training Budget	$14,500.00
Minus NLC Conf. expenses	6,909.92
Minus CML Leg. Workshop	250.00
Minus DRCOG Conf. expenses	160.92
Minus **anticipated** CML Conf. expenses	6,824.36
Remaining 2014 Travel/Training Budget	**$ 354.80**

COLORADO MUNICIPAL LEAGUE CONFERENCE COSTS

June, 2012 CML Conference, Breckenridge, CO

	Gillit	Jefferson	McCaslin	Olson	Penn	Wilson	Woodward
Registration	Did	$205.00	$205.00	$205.00	$205.00	$295.00	$205.00
Land Travel	not	92.13	92.13	92.13	92.13	92.13	92.13
Hotel	attend	528.74	389.29	89.00	536.79	539.79	389.30
Meals		204.00	225.00	206.00	238.00	228.00	204.00
Total		$1,029.87	$911.42	$592.13	$1,071.92	$1,154.92	$890.43

June, 2013 CML Conference, Vail, Colorado

	Gillit	Jefferson	McCaslin	Olson	Penn	Wilson	Woodward
Registration	Did	$210.00	$210.00	$210.00	$255.00	$210.00	$210.00
Land Travel	not	113.00	113.00	113.00	113.00	113.00	113.00
Hotel	attend	555.00	530.58	89.00	650.58	298.84	546.00
Meals		172.00	157.00	189.00	176.00	121.00	157.00
Total		$1,050.00	$1,010.58	601.00	$1,194.58	$742.84	$1,026.00

June, 2014 ESTIMATED CML Conference, Breckenridge, Colorado

	Gillit	Jefferson	McCaslin	Olson	Penn	Wilson	Yates
Registration	$260.00	$215.00	$215.00	$260.00	$210.00	$215.00	215.00
Land Travel	94.08	94.08	94.08	138.88	94.08	94.08	94.08
Hotel	501.00	455.00	531.00	100.00	510.00	334.00	531.00
Meals	236.00	190.00	236.00	236.00	236.00	171.00	258.00
Total	$1,091.08	$954.08	$1,076.08	690.88	$1,100.08	$814.08	$1,098.08

4/16/14

NATIONAL LEAGUE OF CITIES CONFERENCE

CITY COUNCIL EXPENSES

March, 2012 – Washington, D. C.

	Gillit	Jefferson	McCaslin	Olson	Penn	Wilson	Woodward
Registration	Did	Did	$685.00	Did	Did	Did	$475.00
Air Fare	not	not	421.60	not	not	not	441.40
Land Travel	Attend	Attend	20.00	Attend	Attend	Attend	30.00
Hotel			848.46				1,428.38
Meals			284.00				425.00
Total			$2,259.06				$2,799.78

March, 2013 – Washington, D. C.

	Gillit	Jefferson	McCaslin	Olson	Penn	Wilson	Woodward
Registration	$655.00	Did	Did	$520.00	Did	Did	$400.00
Air Fare	555.80	not	not	395.80	not	not	460.10
Land Travel	25.00	Attend	Attend	25.00	Attend	Attend	25.00
Hotel	1,172.48			1,172.48			1,172.48
Meals	347.00			347.00			347.00
Total	$2,755.28			$2,460.28			$2,404.58

March, 2014 – Washington, D. C.

	Gillit	Jefferson	McCaslin	Olson	Penn	Wilson	Yates
Registration	$950.00	Did	$815.00	Did	Did	Did	Did
Air Fare	468.00	not	518.00	not	not	not	not
Land Travel	30.00	Attend	30.00	Attend	Attend	Attend	Attend
Parking	49.51		48.00				
Hotel	1419.80		1883.55				
Meals	355.00		343.00				
Total	$3,272.37		$3,637.55				

City of Englewood, Colorado
2014 Budget – Object Line Items - Please Note: The 'Estimate' and 'Budget' columns are for the entire year.

Division: 0101

What if % for Non-Personnel Line Items: 0.0000%

Fund	Object # Description	Division	2013 Budget	Mar-13 Actual	2013 Position Sheet	2013 Estimate	2014 Budget	2014 Comments
02	56601 Travel	0101	8,500.00	5,356.42	-	8,500.00	10,500.00	2014 Inc. of $2,000 + 2013 inc. of $2,000 + 2010 Redux of $700 - 2011 Redux of $3,000 -NLC, CML & other conference expenses
02	56602 Mileage and Parking	0101	-	-	-	-	-	
02	56701 Technical Training	0101	3,000.00	1,395.00	-	3,000.00	4,000.00	2014 Inc. of $1,000 + 2013 Inc of $500 - 2010 Redux of $1,000 - 2011 Redux of $1,000 - NLC, CML & other conferences/professional development

Please reference the following number on all billings or payments.
Contract # 15457A

SETTLEMENT AGREEMENT

Between City of Englewood, Grand County and Denver Water

CASE NO. 11CW152
DISTRICT COURT, WATER DIVISION 5, COLORADO

This Settlement Agreement (Settlement) is entered into between the City of Englewood (Englewood); the Board of County Commissioners, County of Grand, Colorado (Grand County); and the City and County of Denver, acting by and through its Board of Water Commissioners (Denver Water)(together, the Parties).

Recitals

A. Englewood and Denver Water share important interests in the South Platte River. Both entities divert some portion of their drinking water supply from the river, and the river provides important recreational amenities for residents and visitors within their respective service areas.

B. Englewood diverts water for its treatment plant from the South Platte River at Union Avenue. During the winter months of November 1 to March 31, the hardness of the water can exceed 250 mg/L as $CaCO_3$, creating problems for Englewood's customers.

C. Denver Water and Englewood have a long history of litigation in water court over their respective water rights. Englewood and Denver Water have determined that continued litigation will not provide benefit to either of them or their customers, and that the best result can be achieved by resolving their differences.

D. Grand County is a co-applicant with Denver Water in Case No. 11CW152, which provides for delivery of water for environmental purposes in Grand County, using, among other facilities, the Cabin Meadow Creek System in which both Englewood and Denver Water have an ownership interest.

Agreement

1. Future Cooperation Regarding Urban Reach of the South Platte. Englewood and Denver Water share a goal of improving the condition of flows in the urban reach of the South Platte River. To further that shared goal, Englewood and Denver Water commit to work with the Colorado Water Conservation Board and the parties to the Chatfield Reallocation Project to explore means by which flows in the urban reach could be improved.

2. Payment to Resolve Englewood's Hardness Problem. Denver Water agrees to pay $600,000 to Englewood for the purpose of resolving the hardness that occasionally occurs in Englewood's drinking water. Englewood agrees that such payment will be used exclusively to resolve its hardness issues and that no further contribution or participation will be asked or expected from Denver Water. Within 60 days of the date of execution of this Settlement

Agreement, Denver Water will pay the entire amount into a fund designated by Englewood and restricted to use for this purpose.

3. Conditional Water Rights. With regard to all conditional water rights presently owned by either Party, including the following cases, Englewood and Denver Water agree to withdraw all opposition to each other's pending diligence filings and agree not to oppose pending or future diligence applications, including applications to makc conditional water rights absolute. Exhibit 1 contains a complete list of conditional water rights presently owned by Englewood and Denver Water.

Denver Watcr's pending diligence cases:

a. Case No. 2008CW159 (Diligence for C.A. 3635 senior exchange, claiming additional 23 cfs absolute)

Other Denver Water conditional water rights:

a. Case No. 2007CW322(Junior Lupton Lakes storage right)
b. Case No. 2001CW286 (South Complex Storage Right)
c. Case No. 2001CW287 (Recycle Plant Water Right and Exchange and Substitution Right)
d. Case No. 2001CW285 (5K Direct Flow Water Right)
e. Case No. 2009CW264 (South Complex First Enlargement Right)
f. Case No. 2009CW123 (Gravel Pit Exchange Right)
g. W-8783-77 (Chatfield storage and exchange)
h. C.A. 3635 (senior exchange)
i. C.A. 3286 (exchanges to Two Forks Reservoir)

Englewood conditional water rights:

a. Case No. 89CW063 (McBroom Municipal Intake Right)
b. Case No. 90CW220 (Bear Creek Exchange Rights)
c. Case No. 90CW219 (McLellan Enlargement and Refill)
d. Case No. 90CW222 (Chatfield Manifold Decree)
e. Case No. 90CW221 (Union Avenue Intake and Gravel Pit Reservoir)
f. Case No. 85CW393 (Como Reservoir)
g. Case No. 90CW223 (Non-tributary exchange)
h. Case No. 14CW3011 (Pershin Spring)

4. Environmental Flow Application, 11CW152. Englewood will stipulate to a decree and withdraw its statement of opposition in Case No. 11CW152, currently pending in Water Division 5, provided that the decree contains language stating that the Gross Reservoir Substitution Right

included as part of the11CW152 application shall not be construed as establishing any legal precedent for any other potential substitution. Englewood waives any claims related to Denver Water's use of the Cabin Meadow Creek System as proposed in this case. Englewood agrees not to participate in any future proceedings in this case, including future diligence applications and applications to make conditional water rights absolute. The Parties will pay their own costs and fees.

5. Cabin-Meadow Creek System. Ownership and operation of the Cabin-Meadow Creek System, including Meadow Creek Reservoir, (CMC System) are governed by an agreement between Englewood, Denver Water, and Cyprus Climax Metals Company, dated August 11, 1995 (1995 Agreement).

a. Denver Water agrees and acknowledges that the operations contemplated by the application in 11CW152, which was filed in partial fulfillment of Denver Water's obligations under the Colorado River Cooperative Agreement (CRCA), shall not impact its water delivery and other obligations to Englewood under the 1995 Agreement.

b. Englewood shall not object to the use of the CMC System or delivery of water through the CMC System under any application or trade to provide flows to Grand County or the Grand County Mutual Ditch and Reservoir Company (GCMD&RC) under the CRCA.

c. Any use of Meadow Creek Reservoir under the CRCA shall be consistent with the 1967 agreement between Grand County Irrigated Land Company (Vail Ditch) and Englewood regarding use and storage of Vail Ditch water rights. Under Article III.E.21 of the CRCA, the GCMD&RC, which has acquired Vail Ditch shares, will pay for any necessary new infrastructure and will reimburse Denver Water for additional operational costs attributable to delivery or use of those shares. To the extent the reimbursement to Denver Water relates to operational costs of the CMC System specifically, Denver Water will pay to Englewood and Climax their proportionate share under the 1995 Agreement of the reimbursement for expenses incurred.

d. Englewood shall not be responsible for any costs associated with use of the CMC System for CRCA purposes.

6. Resolution of Disputes under 1995 Agreement.

a. Englewood and Denver Water have resolved all issues with regard to the 1995 Agreement. Englewood shall withdraw its Notice of Default dated January 30, 2012, and shall dismiss with prejudice its complaint in Case No. 2012CW166.

b. Denver Water agrees to withdraw its requests for attorneys' fees against Englewood in Case No. 2012CW166, if such requests are not mooted by Englewood's dismissal with prejudice.

c. To avoid future disputes, Englewood and Denver Water agree to amend Paragraph 7.2 of the 1995 Agreement, with the consent of Climax, to read as follows: Denver's Water Rights. Denver may divert under its Cabin Meadow Creek water rights decreed in C.A. 1430, (described in that decree as the Moffat Tunnel Collection System) or under any other water right and divert by exchange or substitution pursuant to Case No. 11CW152, provided that Denver shall divert for beneficial use during any ten consecutive years a minimum of 26,600 acre feet of water under the Englewood CMC Water Rights (W- 750-78) subject to legal, regulatory or physical availability.

7. Resolution of Other Water Court Cases.

a. South Platte Cases. Englewood agrees to withdraw its opposition to the following pending Denver Water applications and not to participate in any future proceedings in these cases, including future diligence applications and applications to make conditional water rights absolute.

i. Case No. 2008CW226 (Inverness Plan for Augmentation)

ii. Case No. 2013CW3041 (South Complex Mounding Drain Aug Plan)

iii. Case No. 2012CW05 (Issue bifurcated from 2004CW121 - LIRF case)

b. Blue River Cases. Denver Water recognizes that Englewood is a party to the Blue River Decree. Englewood agrees to withdraw its opposition to the following pending cases and not to participate in any future proceeding in these cases, including future diligence applications and applications to make conditional water rights absolute.

i. Petition to implement Green Mountain Reservoir Administrative Protocol (2013CW3077).

ii. Application and amendments to the Blue River Decree diligence claim and claim to make conditional rights absolute (Case No. 2006CW255).

c. Avoidance of a "Regulatory Action." Under paragraph 6.2 of the 1995 Agreement, deliveries of water to Englewood could be adversely affected by a Regulatory Action, as defined in paragraph 2.1 of that agreement. Englewood may, without violating the provisions of this Settlement, file a statement of opposition or intervene in any court action that presents a reasonable possibility of

becoming a Regulatory Action that could reduce the amount of water lawfully divertible by the CMC System.

d. Englewood's Participation in Other Litigation. Englewood may, without violating the provisions of this Settlement, file a statement of opposition or intervene in any court action involving the following matters. Englewood agrees to limit its participation in the litigation to the specific issue described.

i. A court action determined by Englewood to pose a potential risk to its W-750-78 decree.

ii. A court action in which Englewood determines that its failure to participate could jeopardize its status as a party to the Blue River Decree.

iii. A court action challenging the Blue River Decree that arises from future adoption of the Public Trust Doctrine in Colorado.

8. Resolution of Disputes with Grand County.

a. Englewood agrees not to oppose any application filed in Water Division 5: (1) by Grand County or the GCMD&RC, or (2) to implement the CRCA or the Windy Gap Firming Project Intergovernmental Agreement.

b. Grand County agrees not to oppose any future application filed by Englewood in Water Division 1.

9. Release of Current Claims. In order to avoid future disputes, Englewood agrees to release the following claims against Denver Water as of the effective date of this Settlement:

a. Claims related to Englewood's water quality;
b. Claims related to the use and operation of Denver Water's gravel pits and wastewater outfalls, or their functional equivalent, used to operate exchanges under C.A. 3635.
c. Permitting for Gross Reservoir enlargement; Chatfield Reallocation; and permits previously obtained or not obtained for the construction of Denver Water structures and facilities.
d. Claims related to Denver Water's water supply operations and accounting.

10. Actions by Englewood against Denver Water. Englewood agrees not to file an administrative or judicial action (Action) against Denver Water alleging injury to its water rights from Denver Water's operations unless all the following conditions have been satisfied:

a. Englewood has advised Denver Water of a specific operation allegedly in violation of one of Denver Water's decrees, which Englewood believes in good faith has caused or is likely to cause injury to Englewood's water rights.

b. Englewood has set forth with particularity the factual basis of the alleged injury to its water rights, including the specific decree violation allegedly attributable to Denver Water's operations.

c. Englewood has consulted with Denver Water prior to filing such an Action, and Englewood and Denver Water have made a good faith effort to resolve Englewood's claim of injury, specifically including the use of mediation prior to the filing of any Action if the claim cannot otherwise be resolved. Englewood and Denver Water will jointly select the mediator and equally share the costs of such mediation.

d. In any Action, Englewood shall have the initial burden of going forward to establish the prima facie facts of the alleged injury to its water rights and the causal link between that injury and the alleged decree violation. Denver Water may, without admitting injury or establishing precedent, propose operational procedures to prevent the alleged injury.

e. The burden of proof in any such Action shall be determined by the nature of the Action, except that the burden of proof established in paragraph 10(d) above shall apply regardless of the nature of the action.

f. This paragraph shall not be deemed to alter in any way Englewood's obligations under the preceding paragraphs of this Settlement.

11. Accounting for Denver Water Operations. Exhibit 2 contains copies of Denver Water's current accounting for Strontia Springs and Cheesman Reservoirs. To improve Englewood's understanding of its exchanges, Denver Water agrees to add line items to its South Platte River accounting to depict exchanges on deliveries of water by entities other than Denver Water, and Denver Water's delivery of replacement water to such entities. Denver Water agrees to use the accounting depicted in Exhibit 2, revised as described in the preceding sentence, for Chatfield, Eleven-Mile and Antero Reservoirs, if acceptable to state water officials. Denver Water will provide copies of its accounting sheets to Englewood on a regular basis. Without violating the provisions of the Settlement, Englewood may object to material changes in Denver Water's accounting with state water officials, provided that the conditions in paragraph 10 are satisfied.

THEREFORE, Englewood, Grand County, and Denver Water have executed this Settlement.

CITY OF ENGLEWOOD

ATTEST:

By: _____
Mayor

By: _____
City Clerk

CITY AND COUNTY OF DENVER
Acting by and through its
BOARD OF WATER COMMISSIONERS

ATTEST:

By: _____
President

By: _____
Secretary

SEAL
BOARD OF WATER COMMISSIONERS · CITY AND COUNTY OF DENVER

REGISTERED AND COUNTERSIGNED:
Dennis J. Gallagher, Auditor
CITY AND COUNTY OF DENVER

APPROVED:

By: _____
Deputy Auditor

By: _____
General Counsel

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF GRAND

ATTEST:

By: _____
Chairman

By: _____
Grand County Clerk and Recorder
by Pamela C. Brown
Chief Deputy Clerk + Recorder

Exhibit 1
Denver Water's Conditional Water Rights

Water Right Name	Source	Case No.
Water Division No. 1		
North and South Reservoir Complex - Fill and Refill	South Platte River	2001CW286
Lupton Lakes Storage Complex - Fill and Refill	South Platte River	2007CW322
Gravel Pit Exchange	South Platte River	2009CW123
South Complex Mounding Drain	South Platte River	2009CW264/2013CW3041
Recycling Plant Intake	South Platte River	2001CW287
5K Direct Flow Right	South Platte River	2001CW285
Gross Reservoir Storage Right	South Boulder Creek	C.A.12111
Ralston Creek Reservoir Storage Right	South Boulder Creek	C.A.12111
South Boulder Diversion Conduit	South Boulder Creek	C.A.12111
Denver Power Conduit No. 1	South Boulder Creek	C.A.12111
Ralston Creek Reservoir	Ralston Creek	W-7561
Long Lake No. 1 (Upper)	Ralston Creek	C.A. 60052
Long Lake No. 2 (Lower)	Ralston Creek	C.A. 60052
Ralston Creek Intake	Ralston Creek	W-7561
Chatfield Reservoir Storage and Exchange	South Platte River	W-8783-77
Two Forks Reservoir Storage Exchange and Refill	South Platte River	C.A. 3286
Exchange w/in Denver Water System	South Platte River	C.A. 3635
Foothills Tunnel and Conduit No. 26	South Platte River	80CW408
Eleven Mile Canon Reservoir 2nd Enlargement	South Fork South Platte River	C.A. 3701
Water Division No. 5		
Dillon Reservoir Refill Right	Blue R, Snake R, Ten Mile Cr	87CW376
Blue River Diversion Project	Blue R, Snake R, Ten Mile Cr	Cons. 2782, 5016, 5017
Straight Creek Unit Roberts Tunnel	Straight Creek	C.A. 2371
Eagle River and Colorado River Units	Eagle River	2007CW214
Eagle - Colorado Reservoir	Eagle and Colorado Rivers and Alkali Cr.	C.A. 1529 & 1548
Fraser River Diversion Project	Fraser River & Tributaries	C.A.657
Moffat Tunnel Collection System	Fraser River & Tributaries	C.A.1430
Carr No. 2 Ditch	Williams Fork River & Tribs	C.A. 657
Williams Fork Power Conduit	Williams Fork River & Tribs	C.A.1430
Williams Fork Diversion Project	Williams Fork River & Tribs	C.A.657
Darling Creek Enlargement	Darling Creek & Williams Fork River Tribs	C.A. 1430
Wolford Mountain Reservoir (Exchange)	Muddy Creek	91CW252

Exhibit 2

Cheesman Reservoir Operations

Denver Water

February 2013

Don't forget Four Mile #9 return flow releases (Sept - March).

Note: To determine USGS elevations, add 5629.91 to the elevation figures below.

	S/D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	total	AF
Daily Readings:																																		
Elevation,ft																																0		
Storage,af		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
Storage change,af		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Outflow,sf: avg																																	0.00	
Weather precp,in																																	0.0	
snow,in																																		
hi temp																																		
low temp																																		
COMPUTED INFLOW,cfs		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NATURAL INFLOW,cfs		0																															0	0
Authorized Inflow, (CFS):																																		
Cheesman	R																																0	0
	CF																																0	0
Antero1907																																	0	0
Antero1929																																	0	0
Cheesman	EM																																0	0
Eleven Mile	EM																																0	0
Roberts Tunnel	RT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	CF																																0	0
Fraser/Jones																																	0	0
S.Park Transfer	EM																																0	0
Strontia																																	0	0
Chatfield	EM																																0	0
	CF																																0	0
Reuse Effluent CR	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	BC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reuse Effluent SP	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	BC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LIRF CR	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	BC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	BD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LIRF SP	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	BC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	BD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear Creek Transfer	BR																																0	0
Surcharge																																	0	0
Other	EM																																0	0
Denver TOTAL		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Exchanges to Cheesman																																	0	0
On Natural Inflow																																	0	0
On Others Inflow																																	0	0

Cheesman Reservoir Operations

Don't forget Four Mile #9 return flow releases (Sept - March).

February 2013	S/D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	total	AF
Centennial		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Englewood		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Spinney Mtn Storage		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Aurora South Park		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Aurora Jefferson Lake		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non-Denver TOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily TOTAL		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Authorized Outflow, (CFS):

	S/D	total	AF
Cheesman	SS	0	0
	RF	0	0
	EM	0	0
Antero1907		0	0
Antero1929		0	0
S.Park Transfer		0	0
Eleven Mile	SS	0	0
Roberts Tunnel	SS	0	0
Fraser/Jones		0	0
Strontia		0	0
Chatfield		0	0
Reuse Effluent CR			
Reuse Effluent SP			
LIRF CR			
LIRF SP		0	0
Bear Creek Transfer		0	0
Surcharge		0	0
Other			
Denver TOTAL		0	0
Centennial		0.00	0.00
Englewood		0.00	0.00
Aurora		0.00	0.00
Daily TOTAL		0	0

Cheesman Reservoir Operations

February 2013 S/D

Don't forget Four Mile #9 return flow releases (Sept - March).

Authorized Change in Storage, (AF):

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	total AF
Cheesman	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Antero1907	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Antero1929	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
So.Park Transfer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Eleven Mile	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roberts Tunnel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fraser/Jones	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Strontia	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Chatfield	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reuse Effluent CR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reuse Effluent SP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LIRF CR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LIRF SP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear Creek Transfer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Surcharge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Daily TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Authorized Storage, (AF):

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Cheesman	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Antero1907	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Antero1929	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
S.Park Transfer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Eleven Mile	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roberts Tunnel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fraser/Jones	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Strontia	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Chatfield	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reuse Effluent CR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reuse Effluent SP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LIRF CR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LIRF SP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear Creek Transfer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Surcharge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Daily TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Administrative Account, (AF):

[(+) Reservoir "owes" river, (-) River "owes" reservoir]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Today	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Cheesman Reservoir Operations

February 2013	S/D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	total	AF
		Don't forget Four Mile #9 return flow releases (Sept - March).																																
February 2013	S/D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	total	AF

Exhibit 2

Strontia Springs Reservoir Operations

evaporation rate (ft/month):

Effective precip. factor: 0.70

Denver Water

For USGS Elevation: If the elevation is greater than 500, add 5000. Otherwise, add 6000.

February 2013	S/D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	total	AF
Daily Readings:																																		
Elevation,ft																																		
Storage,af		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0.00
Storage change,af		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Measured Outflow (cfs)																																	0	0
Adj Outflow to River (cfs)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Outflow to Separation Process,cfs																																	0	0
Conduit 26,cfs																																	0	0
Rampart		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Weather precp,in																																	0.00	
snow,in																																	0.00	
hi temp																																		
low temp																																		
INFLOW,cfs: Computed		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Natural Stream		0																															0	0
Priority(1=in,0=out)																																	0	
Authorized Inflow, (CFS):																																		
Strontia Springs	R																																0	0
	CF																																0	0
Antero1907	CM																																0	0
Antero1929	CM																																0	0
So.Park Transfer	CM																																0	0
Eleven Mile	CM																																0	0
Cheesman	CM																																0	0
Roberts Tunnel	RT																																0	0
																																	0	0
																																	0	0
Fraser/Jones	RL																																0	0
Chatfield																																	0	0
Reuse Effluent CR	M	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0
	BC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0
	CF																																0	0
Reuse Effluent SP	M	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0
	BC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0
LIRF CR	M	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0
	BC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0
	BD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0
	FD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0
LIRF SP	M	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0
	BC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0
	BD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0
	FD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0
Bear Creek Transfer	BR																																0	0
S Complex 286	CA																																0	0
S Complex 264	CA																																0	0
Surcharge																																		
Other	SL																																0	0
Denver TOTAL		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Centennial																																	0.00	0.00

Strontia Springs Reservoir Operations

evaporation rate (ft/month):

Effective precip. factor: 0.70

Denver Water

February 2013

S/D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	total	AF
Englewood																																0.00	0.00
Wellington/Duck Lake																																0.00	0.00
Aurora:UpstreamRts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non-DW: From Roberts Tunnel																																0.00	0.00
Thornton:UpstreamRts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non-Denver TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily TOTAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

Authorized Outflow, (CFS): (from Water Distribution in South Platte Canyon sheet)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	total	AF
Strontia Springs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Antero1907	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Antero1929	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
So.Park Transfer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Eleven Mile	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cheesman	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roberts Tunnel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fraser/Jones	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Chatfield	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reuse Effluent CR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reuse Effluent SP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LIRF CR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LIRF SP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear Creek Transfer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
S Complex	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Surcharge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Denver TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	total	AF
Centennial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Englewood	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wellington/Duck Lake	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Aurora:UpstreamRts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Thornton:UpstreamRts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non-Denver TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Authorized Change in Storage, (AF):

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	total	AF
Strontia Springs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
Antero1907	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
Antero1929	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
So.Park Transfer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
Eleven Mile	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
Cheesman	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
Roberts Tunnel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
Fraser/Jones	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
Chatfield	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Reuse Effluent CR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Reuse Effluent SP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
LIRF CR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
LIRF SP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Bear Creek Transfer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
S Complex	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
Surcharge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
Denver TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
Aurora	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00

Strontia Springs Reservoir Operations

evaporation rate (ft/month):

Effective precip. factor: 0.70

Denver Water

February 2013 S/D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	total AF
Daily TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Authorized Storage, (AF):																																
Strontia Springs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Antero1907	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Antero1929	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
So.Park Transfer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Eleven Mile	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cheesman	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Roberts Tunnel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Fraser/Jones	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Chatfield	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Reuse Effluent CR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Reuse Effluent SP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LIRF CR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LIRF SP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bear Creek Transfer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
S Complex	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Surcharge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Denver TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Reported Aurora	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Calculated Aurora	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Daily TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Administrative Account, (AF):	[(+) Reservoir "owes" river, (-) River "owes" reservoir]																															
Today	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Cumulative	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	