

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, June 16, 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.
4. Roll Call.
5. Consideration of Minutes of Previous Session.
 - a. Minutes from the Regular City Council Meeting of June 2, 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. Eileen Trujillo and family, Englewood residents, will be present to address Council regarding the recent dangerous dog incident at 7-11.
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment.

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

8. Communications, Proclamations, and Appointments.
 - a. An email from Leah Buchanan announcing her resignation from the Keep Englewood Beautiful Commission.

9. Consent Agenda Items
 - a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 34 – Recommendation from the City Manager’s Office to adopt a bill for an ordinance accepting \$16,300 from the State of Colorado – Economic Development Commission (EDC). This grant will be used to fund administration activities for the Arapahoe County Enterprise Zone. **Staff Source: Darren Hollingsworth, Economic Development Manager.**
 - ii. Council Bill No. 35 – Recommendation from the Public Works Department to adopt a bill for an ordinance approving an Intergovernmental Agreement with Denver Regional Council of Governments for the 2014 Traffic Signal System Equipment Purchase program. **Staff Source: Rick Kahm, Director of Public Works, and Ladd Vostry, Traffic Engineer.**
 - iii. Council Bill No. 36 – Recommendation from the Police Department to adopt a bill for an ordinance authorizing an amendment to the Englewood Municipal Code 5-15-4:G-9 to require electronic submission of pawnbroker transactions to the Police Department. **Staff Source: Tim Englert, Commander.**
 - b. Approval of Ordinances on Second Reading.
 - i. Council Bill No. 30, approving Cherry Hills Village Sanitation District Sanitary Sewer Supplement #4, authorizing the inclusion of land within the district.
 - ii. Council Bill No. 33, approving an Intergovernmental Agreement with the South Metro Fire Rescue Authority regarding plan review, inspection, and training services.
 - c. Resolutions and Motions.

10. Public Hearing Items. (None Scheduled)

11. Ordinances, Resolutions and Motions
 - a. Approval of Ordinances on First Reading.
 - b. Approval of Ordinances on Second Reading.
 - i. Council Bill No. 31, approving Shadow Creek Homes request to rezone 3265-3299 South Logan Street (former Shrine Club property) to a Planned Unit Development.

- c. Resolutions and Motions.
 - i. Recommendation from the Finance and Administrative Services Department to approve a resolution authorizing a transfer of \$43,723.70 from the Public Improvement Fund to the Long-Term Asset Reserve for the remaining balance of the Little Dry Creek Fountain Project. **Staff Source: Frank Grylewicz, Director of Finance and Administrative Services.**
 - ii. Recommendation from the Department of Human Resources to adopt a resolution approving the Collective Bargaining Agreement with the Englewood Police Benefit Association for 2015 and 2016. **Staff Source: Frank Grylewicz, Director of Finance and Administrative Services.**
- 12. General Discussion.
 - a. Mayor's Choice.
 - b. Council Members' Choice.
 - i. Resolution amending the Council Travel policy.
 - ii. Resolution approving the updated Council Discretionary policy.
 - iii. Discussion of Alliance for Commerce in Englewood membership.
- 13. City Manager's Report.
- 14. City Attorney's Report.
- 15. Adjournment.

Lindsay Von Colditz

Subject: FW: Resignation

From: Leah Buchanan _____

Sent: Tuesday, June 10, 2014 6:16 PM

To: Audra Kirk

Subject: Resignation

Audra- Due to my school schedule I am unable, and will continue to be unable, to make all of the meetings for KEB and resign my position. I apologize for any trouble my absences have caused; however, I am not prepared to postpone taking Tuesday classes and extending the amount of time it takes me to graduate.

Best,
Leah

COUNCIL COMMUNICATION

Date: June 16, 2014	Agenda Item: 9 a i	Subject: State of Colorado – Enterprise Zone Administrative Grant - PO EDA 14-176
Initiated By: City Manager’s Office		Staff Source: Darren Hollingsworth Economic Development Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Economic Development Goal: Initiate business retention, revitalization, and growth strategies.

Economic Development Goal: Leverage City resources through grant funding.

RECOMMENDED ACTION

Staff recommends that City Council adopt the attached Bill for Ordinance accepting \$16,300 from the State of Colorado – Economic Development Commission (EDC). This grant will be used to fund administration activities for the Arapahoe County Enterprise Zone.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 1990, the City applied to the State of Colorado and was granted Enterprise Zone status for a majority of the industrial and commercial properties in Englewood. Englewood administers the Arapahoe County Enterprise Zone for the Cities of Sheridan, Littleton, and Englewood. The Economic Development Commission (EDC) has authorized a grant program for Enterprise Zones, which provides funding to reimburse administrative expenses. Last year the EDC authorized a matching grant of \$4,500 for the Arapahoe County Enterprise Zone. This year the EDC has significantly increased the funding authorization to \$16,300.

The tax credits offered through the Arapahoe County Enterprise Zone support the following economic development goals: Business retention; Community revitalization; and, Economic growth strategies. Businesses located within the enterprise zone are eligible for State of Colorado income tax credits in the following areas:

1. 3% investment tax credit for equipment acquisition
2. \$500 per employee tax credit for new and expanding business facilities
3. Two-year credit of \$200 per employee, total \$400, for employer sponsored health insurance programs for new and expanding businesses.
4. Tax credit of 10% for expenditures on job training and school-to-career related programs.
5. Tax credit of up to 25% of expenditures to rehabilitate vacant buildings 20 years old and vacant for a minimum of 2 years.

Last year 63 businesses claimed tax credits through the Arapahoe County Enterprise Zone and invested approximately \$22 million in capital improvement. These businesses claimed approximately \$710,000 in tax credits. These tax credits are meant to drive the creation, retention and addition of jobs in the Enterprise Zone.

FINANCIAL IMPACT

The Economic Development Commission requires that the City provide matching administrative funds to meet grant requirements. The attached terms of the purchase order require that the City of Englewood pledge \$16,300 in local matching funds to meet this obligation. These funds are included in the Community Development's 2014 budget. Grant and matching funds will be used to reimburse the City of Englewood for staff expenditures related to the administration of the Arapahoe County Enterprise Zone.

LIST OF ATTACHMENTS

Proposed Bill for Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 34
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT FROM THE STATE OF COLORADO, ECONOMIC DEVELOPMENT COMMISSION FOR FUND ADMINISTRATION ACTIVITIES FOR THE ARAPAHOE COUNTY ENTERPRISE ZONE.

WHEREAS, in 1990 the City of Englewood applied to the Colorado Department of Local Affairs and was granted, Enterprise Zone status for a majority of the industrially and commercially zoned property in the City of Englewood; and

WHEREAS, the City of Englewood is the administrator for the Arapahoe County Enterprise Zone for the cities of Sheridan, Littleton and Englewood; and

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

WHEREAS, the State Economic Development Commission has a grant program for administrative support of Enterprise Zones; and

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

WHEREAS, the Colorado State Economic Development Commission requires that the City provide matching funds to meet Grant requirements; and

WHEREAS, the Grant and related Agreement between the State of Colorado Economic Development Commission and the City of Englewood pledges \$16,300.00 in local matching funds to meet this obligation; and

WHEREAS, matching funds have been allocated in Community Development's budget; and

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

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

Section 1. The State of Colorado, Economic Development Commission Colorado Purchase Order #PO EDA 14-176 for the Grant of \$16,300.00 to be used for Enterprise Zone Marketing and Administrative activities, attached hereto as Exhibit A, is hereby accepted.

Introduced, read in full, and passed on first reading on the 16th day of June, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 20th day of June, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 18th day of June, 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 16th day of June, 2014.

Loucrishia A. Ellis

<p>OFFICE OF ECONOMIC DEVELOPMENT AND INTERNATIONAL TRADE</p> <p>Buyer: Frank Tamayo</p> <p>Phone Number: 303-866-3141</p> <p>Agency Contact: SONYA GURAM</p> <p>Phone Number: 303-892-3840</p>	<p>Date: 3/26/14</p> <p>IMPORTANT The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence</p> <p>ACC:</p>		<p>PURCHASE ORDER</p> <p>STATE OF COLORADO</p> <p>P.O.# PO EDA 14-176</p> <p>CMS#</p> <p>State Award#</p> <p>BID#</p>
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<p>FEIN: 846000583 Phone</p> <p>Vendor Contact: Nancy Fenton</p> <p>Purchase Requisition #:</p>	<p>Invoice in Triplicate To:</p> <p>OFFICE OF ECONOMIC DEVELOPMENT AND INTERNATIONAL TRADE (OEDIT) 1625 BROADWAY, STE. 2700 DENVER, CO 80202</p> <p>Payment will made by this agency</p>
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<p>V e n d o r</p> <p>City of Englewood 1000 Englewood Pkwy Englewood, CO 80110</p>	<p>Ship To:</p> <p>OFFICE OF ECONOMIC DEVELOPMENT AND INTERNATIONAL TRADE (OEDIT) 1625 BROADWAY, STE. 2700 DENVER, CO 80202</p> <p>Delivery/Installation Date: F.O.B. STATE PAYS NO FREIGHT</p>
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<p style="text-align: center;">INSTRUCTIONS TO VENDORS:</p> <p>1. If for any reason, delivery of this order is delayed beyond the delivery/installation date shown, please notify the agency contact named at the top left. (Right of cancellation is reserved in instances in which timely delivery is not made.)</p> <p>2. All chemicals, equipment and materials must conform to the standards required by OSHA.</p> <p>3. NOTE: Additional terms and conditions on reverse side.</p>	
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SPECIAL INSTRUCTIONS:

LINE ITEM	COMMODITY/ITEM CODE	UNIT OF MEASUREMENT	QUANTITY	UNIT COST	TOTAL ITEM COST
001					\$16,300.00

1. General Description

This purchase order grants funds for local administration of the Enterprise Zone Program in calendar year 2014. Enterprise Zone administrative agencies are designated by the Economic Development Commission. This funding shall be applied to direct administrative costs for the Program including personnel, over-head, and Enterprise Zone marketing materials. A dollar-for-dollar match of the award by the Grantee for Program administration is required

2. Definitions

- A. "Economic Development Commission" means the body authorized under C.R.S. 24-46-102.
- B. "Enterprise Zone" and "EZ" means the Colorado Enterprise Zone program authorized under C.R.S. 39-30-101 to 112.
- C. "Grantee" is City of Englewood
- D. "Program" means the Enterprise Zone program

3. Obligations

- A. Grantee shall administer the Enterprise Zone Program locally, and may request reimbursement for direct administrative costs including personnel, over-head, and marketing materials.
- B. Administration includes at a minimum:
 - i. Pre-Certifying and Certifying all EZ tax credits using the State's systems and/or forms,

- ii. Acting as the local resource for questions and implementation of the Program,
- iii. Managing any authorized Contribution Projects as allowed by the Statutes, and
- iv. Reporting data to the State as required.

C. Grantee must expend an equal amount from local funds as the amount requested from OEDIT.

4. Personnel

Grantee's performance hereunder shall be under the direct supervision of Nancy Fenton, an employee or agent of the Grantee, who is hereby designated as the responsible administrator of this Purchase Order.

5. Payments and Budget

A. The Grantee will be reimbursed for actual costs up to a maximum amount of **\$16,300.00** which OEDIT agrees to pay for completion of the Obligations outlined herein.

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

C. Grantee may submit invoices as frequently as quarterly, for expenses incurred during the calendar quarter, within 60 days following the quarter end-date. Otherwise, invoices may cover any combination of quarters in the calendar year, but must be submitted at least annually by 2/28/2015 for expenses incurred in calendar year 2014.

D. Grantee expenditures for Program administration from 1/1/2014 may be used to fulfill the required match for the award. Expenditures made following the date of the Purchase Order may be reimbursed by the State.

E. The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions.

6. Remedies

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

7. Administrative Requirements - Accounting

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

TOTAL \$16,300.00

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

This PO is effective on the date signed by the authorized individual.

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Authorized Signature _____

COUNCIL COMMUNICATION

Date: June 16, 2014	Agenda Item: 9 a ii	Subject: IGA with DRCOG for 2014 Traffic Signal System Equipment Purchase
Initiated By: Department of Public Works		Staff Source: Rick Kahm, Director Ladd Vostry, Traffic Engineer

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council approved Ordinances to enter into an agreement with the Denver Regional Council of Governments (DRCOG) to allow DRCOG to reimburse the City of Englewood for 2004, 2005, 2007, 2008, 2009, 2010 and 2012 miscellaneous traffic signal equipment purchases.

RECOMMENDED ACTION

Staff requests that City Council adopt a Bill for an Ordinance to enter into an Intergovernmental Agreement (IGA) with DRCOG for the 2014 Traffic Signal System Equipment Purchase program. This IGA will allow DRCOG to reimburse the City of Englewood for the cost of traffic signal system equipment (to be purchased by the City in 2014/15) in an amount up to \$129,000.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Traffic Engineering Division of Public Works submitted an application to DRCOG to be considered for traffic signal equipment purchases in the 2014 Traffic Signal System Equipment Purchase program. DRCOG, responsible for administering this program, received U.S. Department of Transportation Congestion Mitigation/Air Quality (CM/AQ) funds through the Colorado Department of Transportation (CDOT) to carry out traffic signal system improvements and purchases in the Denver region. All applications were reviewed and scored by DRCOG based on previously set criteria consistent with the adopted Traffic Signal System Improvement Program (TSSIP). Englewood has been awarded up to \$129,000 towards the purchase of the traffic signal control system software to upgrade the existing *icons* software.

The upgrade of the existing *icons* system with the new advanced traffic signal system software will enhance the functionality and efficiency in the traffic signal control along the city's major corridors.

FINANCIAL IMPACT

There are no financial obligations for the City other than providing funds up front for the traffic system software purchases, which will be later reimbursed to the City. Adequate funds are available in the Transportation System Upgrade account and will be credited back to this account with the reimbursement of Federal funds by DRCOG.

LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 35
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) ENTITLED "CONTRACT BY AND BETWEEN THE DENVER REGIONAL COUNCIL OF GOVERNMENTS (DRCOG) AND THE CITY OF ENGLEWOOD" FOR REIMBURSEMENT TO THE CITY OF ENGLEWOOD, COLORADO FOR THE COST OF 2014 TRAFFIC SIGNAL SYSTEM EQUIPMENT PURCHASE.

WHEREAS, the Englewood City Council previously approved Ordinances to enter into agreements with Denver Regional Council of Governments (DRCOG) to allow DRCOG to reimburse the City of Englewood for 2004, 2005, 2007, 2008, 2009 and 2010 miscellaneous traffic signal equipment purchases; and

WHEREAS, DRCOG received U.S. Department of Transportation Congestion Mitigation/Air Quality (CM/AQ) funds through the Colorado Department of Transportation (CDOT) to carry out traffic signal system improvements and purchases in the Denver metropolitan region; and

WHEREAS, the City of Englewood submitted an application to DRCOG for the 2014 Traffic Signal System Equipment Purchase Program; and

WHEREAS, DRCOG desires to contract with the City for the purchase of miscellaneous traffic signal equipment consistent with the Traffic Signal System Equipment Purchase Program; and

WHEREAS, DRCOG is responsible for monitoring and administering this federal program; and

WHEREAS, these funds are Colorado Department of Transportation (CDOT) pass-through of federal funds; and

WHEREAS, the passage of this Ordinance authorizes the intergovernmental agreement allowing DRCOG to reimburse the City of Englewood for the cost of traffic signal system equipment, which will be purchased by the City in 2014/2015, in an amount up to \$129,000;

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

Section 1. The City Council of Englewood, Colorado, hereby authorizes an intergovernmental agreement (IGA) entitled "Contract by and Between the Denver Regional Council of Governments (DRCOG) and the City of Englewood" for reimbursement to the City of Englewood, Colorado for the cost of traffic signal system equipment, which will be purchased by the City in 2014/2015, in an amount up to \$129,000, a copy of which is attached hereto as Exhibit 1.

Section 2. Federal Department of Transportation funds are the source of these traffic mitigation funds.

Section 3. The Mayor is hereby authorized to sign and the City Clerk to attest said intergovernmental agreement (IGA) entitled "Contract by and Between the Denver Regional Council of Governments (DRCOG) and the City of Englewood" for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 16th day of June, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 20th day of June, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 18th day of June, 2014.

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 16th day of June, 2014.

Loucrishia A. Ellis

**CONTRACT BY AND BETWEEN THE
DENVER REGIONAL COUNCIL OF GOVERNMENTS
1290 Broadway, Suite 700
Denver, Colorado 80203-5606
("DRCOG")**

and

**CITY OF ENGLEWOOD
Department of Public Works
1000 Englewood Parkway
Englewood, Colorado 80110-2373
("CONTRACTOR")**

for

2014 TRAFFIC SIGNAL SYSTEM EQUIPMENT PURCHASE

Project Number: **543013**

Contract Number: **EX14006**

RECITALS:

- A. DRCOG anticipates receiving U.S. Department of Transportation Congestion Mitigation/Air Quality (CM/AQ) funds through the Colorado Department of Transportation (CDOT), to carry out traffic signal system improvements and purchases in the Denver metropolitan region.
- B. Upon issuance of a Notice to Proceed from DRCOG to Contractor, authority will exist in the law and funds will have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof will remain available for payment.
- C. DRCOG desires to engage the Contractor for the purchase of miscellaneous traffic signal equipment consistent with the adopted Traffic Signal System Improvement Program further described in this contract and Exhibit A, conditioned upon funds being made available to DRCOG for such purposes and issuance of a Notice to Proceed to Contractor.
- D. The Contractor agrees to comply with all applicable provisions of the contract between DRCOG and CDOT, which are incorporated herein by reference and made a part of this contract as if fully set forth and a copy of which contract shall be provided to Contractor in the monitoring and administration of this contract.

NOW, THEREFORE, it is hereby agreed that:

1. PURCHASE OF THE EQUIPMENT

- a. General Requirements. The Contractor shall administer and purchase the equipment that is described in the attached Exhibit A (the "Project"), which is made a part of this contract, in accordance with Title 49, Parts 18 and 19, as appropriate, of the Code of Federal Regulations regarding uniform administrative requirements for state and local governments and other non-profit organizations.

- b. Submissions of Proceedings, Contract, and Other Documents. The Contractor shall submit to DRCOG all data, reports, records, contracts, and other documents collected and developed by the Contractor relating to the Project as DRCOG may require. The Contractor shall retain intact, for three years following project closeout, all contract documents, financial records, and supporting documents.
- c. Award of Contract. This contract is awarded to the Contractor based upon the Contractor's Project application, which provides that the Contractor be responsible for all expenses associated with acquiring, installing, operating and maintaining the equipment, excluding the actual purchase cost of the equipment. Contractor agrees that Contractor costs for staff and subcontractors will not be reimbursable as part of this contract.
- d. No DRCOG Obligations to Third Parties. DRCOG shall not be subject to any obligations or liabilities to any person not a party to this contract in connection with the performance of this Project pursuant to the provisions of this contract without its specific written consent. Neither the concurrence in, nor approval of, the award of any contract or subcontract or the solicitation thereof nor any other act performed by DRCOG under this contract constitutes such consent.

2. ACCOUNTING RECORDS

- a. Accounts. The Contractor shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the equipment purchases to assure that funds are expended and accounted for in a manner consistent with the requirements of this contract, the contract between DRCOG and CDOT and all applicable federal and state laws, and their implementing regulations.
- b. Funds Received or Made Available. The Contractor shall appropriately record in the account all reimbursement payments received by it from DRCOG pursuant to this contract.
- c. Allowable Costs. Expenditures made by the Contractor shall be reimbursable as allowable costs to the extent they meet all of the requirements set forth below. Such expenditures must:
 - 1) Not be incurred and are not allowable prior to DRCOG's issuance of a Notice to Proceed to Contractor as described in Section 4 of this contract.
 - 2) Be made in conformance with the description, budget, and all other provisions of this contract.
 - 3) Be necessary for the accomplishment of this contract, and reasonable in the amount of goods and services provided.
 - 4) Be actual net costs to the Contractor (i.e., price paid minus any refunds, rebates, or other items of value received by Contractor that have the effect of reducing the cost actually incurred).
 - 5) Be incurred for equipment purchased only as described in Exhibit A, after the date of this contract.

- 6) Be treated uniformly and consistently under generally accepted accounting principles.
 - 7) Be in conformance with the standards for allowability of costs set forth in Office of Management and Budget Circulars No. A-122 or A-87, as appropriate, regarding cost principles for nonprofit organizations and state and local governments.
- d. Documentation of Costs. Invoices, contracts, and/or vouchers detailing the nature of the charges shall support all equipment purchase costs charged to this contract.
 - e. Checks, Orders, and Vouchers. Any check or order drawn up by the Contractor with respect to any item which is or will be chargeable against this contract will be drawn only in accordance with a properly signed voucher then on file in the office of the Contractor, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.
 - f. Audits and Inspections. At any time during normal business hours and as often as DRCOG, CDOT and U.S. Department of Transportation (hereinafter, "USDOT"), and/or the Comptroller General of the United States may deem necessary, there shall be made available to DRCOG, CDOT, USDOT and/or the Comptroller General, or any of their duly authorized representatives, for examination, all books, documents, papers, and records, whether in electronic, digital, hard-copy or other form, with respect to all matters covered by this contract and the Contractor will permit DRCOG, CDOT, USDOT, and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this contract.

3. TIME OF PERFORMANCE

This contract shall commence upon execution and shall expire June 30, 2015. No work shall commence until execution of a Notice to Proceed, as described herein.

4. NOTICE TO PROCEED

Contractor shall not commence the Project or any portion thereof until it receives from DRCOG a written Notice to Proceed, an example of which is attached hereto and incorporated herein as Exhibit B, and which may be transmitted to Contractor by electronic mail. The Notice to Proceed shall include the starting and completion dates for the Project and any other relevant information, and Contractor shall complete the Project within the period specified in the Notice to Proceed and in conformance with this contract unless the period or terms thereof are extended by written amendment. DRCOG shall not be liable to pay or reimburse Contractor for performance of the Project or any portion thereof until DRCOG issues a Notice to Proceed to Contractor. If the funding for this contract is not appropriated, or otherwise becomes unavailable, DRCOG may immediately terminate this contract as provided herein.

5. COST OF EQUIPMENT PURCHASES

The cost for equipment purchases in which federal funds are participating shall not exceed One Hundred Twenty-Nine Thousand Dollars (\$129,000.00) as described in the attached Exhibit A. No equipment shall be purchased until a Notice to Proceed has been executed in accordance with Section 4 of this contract, and costs shall be reimbursed only in accordance with Section 2.c of this contract.

The Contractor agrees to provide all installation, operation and maintenance of the purchased equipment at its expense.

6. REQUEST FOR PAYMENT BY THE CONTRACTOR

a. Award. Upon execution of a Notice to Proceed, DRCOG shall reimburse the Contractor for the purchase of traffic signal equipment as described in the attached Exhibit A and only in accordance with Sections 2.c, 4, 5 and 6.c herein.

b. Requests for reimbursement shall be addressed to:

Denver Regional Council of Governments
Attention: Accounts Payable
1290 Broadway, Ste. 700
Denver, CO 80203

c. Payment. Payment shall be made on the following basis: After receipt of the equipment, the Contractor shall immediately initiate installation of equipment. After the Contractor has installed the equipment and the equipment is operating as intended, the Contractor shall submit to the address in the above section 6.b. both the invoice for reimbursement and a certification that the equipment has been installed and the equipment is operating as intended. DRCOG reserves the right to field-verify the equipment and its operation. Upon receipt of the required materials, DRCOG will incorporate the invoice into its next bill to CDOT. Upon receipt by DRCOG of payment from CDOT, DRCOG will reimburse the Contractor for the amount of allowable costs of the Contractor's invoice.

7. NOTICE AND REPRESENTATIVE

Each individual identified below is the principal representative of the designating party. All notices required to be given hereunder shall be delivered electronically to such party's principal representative at the email set forth below. Either party may from time to time designate substitute addresses or person to whom such notices shall be sent. Unless otherwise provided herein, all notice shall be effective upon receipt.

a. DRCOG's Representative:

Greg MacKinnon
Project Manager
DRCOG
1290 Broadway, Ste. 700
Denver, CO 80203
(303) 480-5633

b. Contractor's Representative:

Ladd Vostry
Project Manager
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110-2373
303-762-2511

8. PERSONNEL

The Contractor represents it will provide and secure the personnel required in installing, maintaining and operating the equipment listed in Exhibit A. All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with DRCOG. Any subcontracts entered into by the Contractor associated with this Contract shall include a statement that the parties to the subcontract understand that DRCOG is not obligated or liable in any manner to the subcontractor or for the performance by the Contractor of its obligations under the subcontract.

9. TERMINATION

- a. Funds not Available. The parties expressly recognize that the Contractor is to be paid, reimbursed or otherwise compensated with federal and/or state funds which are available to DRCOG for the Project. In the event that CM/AQ funds are not made available to DRCOG per Recital A, this contract shall terminate immediately. Contractor expressly understands and agrees that all of its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to DRCOG.
- b. Termination for Mutual Convenience. The parties may, with the concurrence of CDOT, terminate this contract if both parties agree that the equipment purchases specified in Exhibit A would not produce beneficial results.
- c. Termination of Contract for Cause. If through any cause, excluding force majeure, the Contractor shall fail to fulfill in timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, and has not corrected such breach within ten days of being given notice by DRCOG, DRCOG shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination for cause, which shall be effective upon receipt of the written notice.

In that event, DRCOG shall not be required to reimburse the Contractor for any equipment purchases not yet billed to CDOT, and Contractor shall be obligated to return any payments previously received under the provisions of this contract. Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for any damages sustained by DRCOG by virtue of any breach of the contract by the Contractor.

- d. Termination for the Convenience of DRCOG. DRCOG may terminate this contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for any

equipment purchases made prior to the effective date of such termination, subject to field verifications being completed to the satisfaction of DRCOG.

10. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees to comply with all federal and state laws, rule, regulations, and orders regarding equal employment opportunity, including Executive Order 11256, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

11. DISADVANTAGED BUSINESS ENTERPRISE

- a. Policy. In accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26, DRCOG will ensure that DBEs have an equal opportunity to participate in the performance of contracts and subcontracts receiving DOT funding assistance. Consequently, the DBE requirements of 49 CFR, Part 26 apply to this agreement.
- b. DBE Obligation. The Contractor and its subcontractors agree to ensure that DBEs as determined by the Colorado Unified Certification Program have the maximum opportunity to participate in the performance of contracts and subcontracts receiving DOT funding assistance provided under this agreement. In this regard, the Contractor and subcontractors shall take all necessary and reasonable steps in accordance with this policy to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as DRCOG deems appropriate.

12. INTEREST OF MEMBERS OF DRCOG AND OTHERS

No officer, member, or employee of DRCOG and no members of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

13. INTEREST OF THE CONTRACTOR

No officer, member, employee or agent of the Contractor or any other person who is authorized to exercise any functions or responsibilities in connection with the negotiating, review or approval of the undertaking or carrying out of any segment of the program contemplated by this contract shall have any financial or other personal interest, direct or indirect, in this contract or any subcontract thereunder, or in any real or personal property

acquired therefore. Any person who shall involuntarily acquire any such incompatible or conflicting personal interest shall immediately disclose his/her interest to DRCOG in writing. Thereafter (s)he shall not participate in any action affecting the program under this contract unless DRCOG shall have determined that, in light of the personal interest disclosed, the participation in such action would not be contrary to the public interest.

14. INDEMNIFICATION

The Contractor is an independent contractor and not an employee of DRCOG. As an independent contractor, the Contractor is not entitled to workers' compensation benefits except as may be provided by the Contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity. The Contractor is obligated to pay all applicable federal and state income tax on any moneys earned or paid pursuant to this contract relationship. The parties agree that the Contractor is free from the direction and control of DRCOG except such control as may be required by any state or federal statute or regulation, and that DRCOG does not require the Contractor to work exclusively for DRCOG; does not establish a quality standard for the Contractor; does not provide training, or does not provide tools or benefits of performance by the Contractor except through a completion schedule.

To the extent allowable by law, the Contractor shall indemnify, save and hold harmless DRCOG, its officers, employees and agents, against any and all claims, damages, liability and court awards, including all costs, expenses, and attorney fees incurred as a result of any negligent act or omission of the Contractor, or its employees, agents, subcontractors or assignees related to this contract. The Contractor shall include language similar to the foregoing in any subcontract associated with this Contract, stating that the subcontractor agrees to indemnify, save and hold harmless DRCOG for negligent acts or omissions of the subcontractor, its employees, agents, subcontractors, and assignees.

The Contractor, as a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), shall maintain at all times during the term of this contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. The Contractor shall show proof of such insurance satisfactory to DRCOG and CDOT, if requested by DRCOG or CDOT.

15. FEDERAL REQUIREMENTS

The Contractor shall at all times during the execution of this contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this contract. The Contractor shall also require compliance with these statutes and regulations in subcontract agreements associated with this contract.

The Contractor agrees to abide by and follow all applicable federal and state guidelines when expending any funds resulting from this contract. This includes, but is not limited to, the Procurement Standards set forth in Subpart C of OMB Circular A-110 and the applicable provisions of the Federal Acquisition Regulation ("FAR"), together with any additions or supplements thereto promulgated by the Funding Agency. Current regulations can be found at <http://www.acquisition.gov/far/>.

In addition, Contractor shall comply with all federal laws and regulations as may be applicable to the Project, a list of which is set out in the contract between DRCOG and CDOT and which list includes, without limitation, the following:

- a. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).
- b. The Copeland "Anti-Kickback" Act (18 U.S. C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3)(all contracts and subgrants for construction or repair).
- c. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5)(Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation. This Act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).
- d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
- e. Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

TO THE EXTENT ALLOWABLE BY LAW, the Contractor agrees to indemnify, save and hold harmless, DRCOG, its officers, employees, agents, subcontractors, and assignees should any applicable regulations not be followed.

16. CHANGES

This contract is subject to such modifications as may be required by changes in federal or state law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

17. GENERAL

This contract represents the entire agreement between the Contractor and DRCOG, replacing and superseding any previous contract, oral or written, which may have existed between the parties relating to the matters set forth herein. To the extent that this contract

may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by DRCOG as provided herein in the event of such failure to perform or comply by Contractor.

18. CERTIFICATION FOR FEDERAL-AID CONTRACTS

For contracts that exceed \$100,000, Contractor, by signing this contract, certifies to the best of its knowledge and belief:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor also agrees that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

19. DEBARMENT

By signing this contract, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

20. AUTHORITY

The undersigned signatories of Contractor represent that they have been duly authorized to execute this Agreement, have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital, are their own. Contractor further understand and agrees that no further certification authority or third party verification is necessary to validate any electronic or digital signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties have executed this contract on the _____ day of _____, 2014 and acknowledge that the signatures hereon, whether handwritten, typed, electronic, or digital or submitted by facsimile or electronic mail, are sufficient and legally binding.

**DENVER REGIONAL COUNCIL
OF GOVERNMENTS**

CITY OF ENGLEWOOD

By: _____
Jennifer Schaufele
Executive Director

By: _____
Print: Randy P. Penn
Title: Mayor

ATTEST:

ATTEST:

By: _____
Roxie Ronsen
Administrative Officer

By: _____
Print: Loucrishia A. Ellis
Title: City Clerk

**EXHIBIT A
DRCOG SIGNAL EQUIPMENT PURCHASE
SCOPE OF SERVICES**

The City of Englewood will purchase an upgraded traffic signal control system. The equipment to be purchased and the locations for deployment consist of:

Location	Equipment	Estimated Cost
Citywide	Upgraded traffic signal control system (x1)	
Total Estimated Cost		\$129,000

Project Schedule

Anticipated notice to proceed	July 1, 2014
Procurement Complete and Equipment Delivered	December 31, 2014
Installation Complete and Invoicing Submitted	June 30, 2015

**EXHIBIT B
DRCOG SIGNAL EQUIPMENT PURCHASE
SAMPLE NOTICE TO PROCEED**

For Contract No. _____

Date: _____

DRCOG Project No.: _____

TO: CONSULTANT
 ADDRESS
 CITY, STATE ZIP

FROM: Greg MacKinnon, Project Manager, DRCOG

Dear _____,

In accordance with Contract No. _____ between the Denver Regional Council of Governments and contractor's name ("Contractor"), this letter serves as your notice to proceed with the purchase of the traffic signal systems equipment as described in the attached Exhibit A (the "Project").

The maximum amount payable by DRCOG for the equipment purchase will be \$_____.

The Contractor will complete the Project by _____.

This Notice to Proceed is executed pursuant to the original contract. The parties agree that the Project shall be performed according to the standards, procedures, and terms set forth in the contract. In the event of any conflict or inconsistency between this Notice to Proceed and the contract, such conflict or inconsistency shall be resolved by reference to these documents in the following order: contract, contract amendments, exhibits to the contract, notice to proceed letter, exhibits to the aforementioned.

Attached hereto is a copy of the contract between DRCOG and CDOT, which is incorporated herein and made a part of the contract.

This Notice to Proceed is effective as of this _____ day of _____ 20____, which also serves as the start date for the Project.

DENVER REGIONAL COUNCIL OF GOVERNMENTS

By: _____
 Doug Rex
 Director, Transportation Planning & Operations

COUNCIL COMMUNICATION

Date: June 16, 2014	Agenda Item: 9 a iii	Subject: Update EMC section 5-15-4:G-9 requiring submission of transaction information to the Police Department
Initiated By: Police Department	Staff Source: Commander Tim Englert	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The current ordinance related to EMC 5-15-4: Special Conditions and Restrictions of the License, came before Council: (Ord. 97-46; Ord. 99-17; Ord. 00-43; Ord. 08-5, § 3; Ord. 09-10, § 1)

The proposed amendment to the current ordinance was discussed with City Council at the June 2, 2014 Study Session.

RECOMMENDED ACTION

The Police Department is recommending that City Council approve a bill for an ordinance authorizing an amendment to section 5-15-4:G-9 of the Englewood Municipal Code to require electronic submission of transaction information to the Police Department.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Pawnbrokers are required to provide information regarding transactions to the Englewood Police Department. Historically this information has been delivered on a weekly basis on paper pawn tickets. The Police Department has provided a means for the Pawnbrokers to submit this information electronically.

The Police Department has contracted with Leads on Line to provide the software for pawnbrokers to submit electronic transaction information to the Police Department. The software and employee training is provided by the vendor to the pawnbrokers. Web cameras are also provided to the pawnbrokers to capture the image of the customer making the transaction. Currently the four major pawnshops in the City have voluntarily complied with the Police Departments request to participate in this program. Compliance in submitting photographs has been sporadic.

Electronic submission of the transaction information is also transmitted to CCIC and NCIC by the system. This system greatly enhances the ability of the Police to investigate property crimes and burglaries. The paper tickets often were entered 2 to 3 weeks after the transactions due to staffing issues at the Police Department. With the electronic submission Detectives can see the transactions within 24 hours. Numerous other local departments including, Lakewood, are currently using the software provided by this vendor.

FINANCIAL IMPACT

The requested change in the ordinance has no financial impact on the licensed pawnbrokers. The Police Department will see a reduction in required staff hours for data entry, and the previously mentioned greatly enhanced efficiency in the investigation of property crimes.

ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 36
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AMENDING TITLE 5, CHAPTER 15, SECTION 4, SUBSECTION G, ENTITLED PAWNBROKERS AND SECOND HAND DEALERS; TITLE 5, CHAPTER 16, SECTION 4, SUBSECTION G, ENTITLED AUTOMOBILE PAWNBROKERS; AND TITLE 5, CHAPTER 23 ENTITLED PURCHASER OF VALUABLE ARTICLES, OF THE ENGLEWOOD MUNICIPAL CODE 2000.

WHEREAS, the City is authorized to license and regulate pawnbrokers, auto pawnbrokers, and purchasers of valuable articles by 31-15-40(1)(n) and 31-15-501 et. seq. C.R.S.; and

WHEREAS, pawnbrokers, second hand dealers and purchasers of valuable articles are required to provide information regarding transactions to the Englewood Police Department; and

WHEREAS, historically this information has been delivered on a weekly basis on paper pawn tickets or reports; and

WHEREAS, as a convenience to both the high volume licenses as well as the Englewood Police Department, the Englewood Police Department has provided a means for the larger pawnbrokers to submit this information electronically; and

WHEREAS, as part of the electronic system, web cameras are provided to the pawnbrokers to capture the image of the customer making the transaction; and

WHEREAS, currently the four major pawnshops in Englewood have voluntarily complied with the Englewood Police Departments request to participate in this program, however, compliance in submitting photographs has been sporadic; and

WHEREAS, electronic submission of the transaction information also allows electronic transmission to Colorado Crime Information Center (CCIC) and National Crime Information Center (NCIC) by this system; and

WHEREAS, the use of the electronic system greatly enhances the ability of the Englewood Police Department to investigate property crimes and burglaries; and

WHEREAS, with electronic submission detectives can see the transactions within 24 hours rather than the two to three weeks for paper pawn tickets and receipts for purchases of valuable articles.

WHEREAS, the amendment of regulations for purchasers of valuable articles license holders will create consistency in the reporting process for all similar licenses.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 5, Chapter 15, Section 4, Subsection G, entitled *Required Acts* of the Englewood Municipal Code 2000, to read as follows:

5-15: PAWNBROKERS AND SECONDHAND DEALERS.

5-15-4: Special Conditions and Restrictions of the License.

In addition to the requirements in Chapter 1 of this Title, the following special conditions or restrictions apply:

[EDITORS NOTE: Title 5, Chapter 15, Section 4, Subsections A through F contain no changes and are therefore not included here.]

G. Required Acts:

1. A pawnbroker or secondhand dealer shall keep a numerical register in which shall be recorded the following information: the name, address, and date of birth of the customer; the customer's driver's license number or other identification number from any other form of identification which is allowed for sale of valuable articles pursuant to Colorado Revised Statutes or this Code, or for the pawning or sale of secondhand property pursuant to Colorado Revised Statutes or this Code; the date, time and place of the contract for purchase or purchase transaction; and an accurate and detailed account and description of each item of tangible personal property, including, but not limited to, any trademark, identification number, serial number, model number, brand name, or other identifying marks on such property. The pawnbroker shall also obtain a written declaration of the customer's ownership which shall state that each piece of tangible personal property is totally owned by the customer, or shall have attached to such declaration a power of sale from the partial owner to the customer, how long the customer has owned each piece of property, whether the customer or someone else found the property, and, if the property was found, the details of the finding.
2. If the contract for purchase or other purchase transaction involves more than one item, each item shall be recorded on the pawnbroker's or secondhand dealer's register and on the customer's declaration of ownership.
3. The customer shall sign his or her name in such register and on the declaration of ownership and receive a copy of the contract of purchase or a receipt for the purchase transaction.
4. The customer shall affix a right index fingerprint to the declaration of ownership.
5. The customer shall affix an electronic photo to the declaration of ownership.

- ~~5~~ 6. Such register shall be made available to any local law enforcement agency for inspection at any reasonable time.
- ~~6~~ 7. The pawnbroker or secondhand dealer shall keep each register for at least three (3) years after the date of the last transaction entered in the register.
- ~~7~~ 8. A pawnbroker shall hold all contracted goods within his/her jurisdiction for a period of ten (10) days following the maturity date of the contract for purchase, during which time such goods shall be held separate and apart from any other tangible personal property, and shall not be changed in form or altered in any way.
- ~~8~~ 9. A pawnbroker shall hold all property purchased by him/her through a purchase transaction for thirty (30) days following the date of purchase, during which time such property shall be held separate and apart from any other tangible personal property, and shall not be changed in form or altered in any way.
- ~~9~~ 10. Every pawnbroker shall provide the local law enforcement agency, on a weekly basis, with two (2) copies of the records, on a form to be provided or approved by the local law enforcement agency of all tangible personal property accepted during the preceding week and one copy of the customer's declaration of ownership form. The form shall contain the same information required to be recorded in the pawnbroker's register pursuant to this Section. The local law enforcement agency shall designate the date day of the week on which the records and declarations shall be submitted. In addition, if a pawnbroker has over fifty (50) transactions a week, an electronic record of the transaction including a photo of the customer shall be submitted daily.
- ~~10~~ 11. Every pawnbroker shall clear, through the City, prior to release, all firearms, other than those which are newly manufactured and which have not been previously sold at retail.
- ~~11~~ 12. Every pawnbroker shall pay a fee for every transaction form submitted to the City. This fee is imposed to offset the cost of administering this license. This fee shall be determined by the City and set by resolution.
- ~~12~~ 13. Every pawnbroker shall, at his/her expense, keep records or provide reports in such manner and by such methods as may be determined from time to time by the Licensing Officer.

[EDITORS NOTE: Title 5, Chapter 15, Section 4, Subsections H through K contain no changes and are therefore not included here.]

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 5, Chapter 16, Section 4, Subsection G, entitled *Automobile Pawnbrokers* of the Englewood Municipal Code 2000, to read as follows:

5-16: AUTOMOBILE PAWNBROKERS.

[EDITORS NOTE: Title 5, Chapter 16, Section 4, Subsections A through F contain no changes and are therefore not included here.]

5-16-4: Special Conditions and Restrictions of the License.

In addition to the requirements in Chapter 1 of this Title, the following special conditions and restrictions apply:

G. *Required Acts:*

1. An automobile pawnbroker shall keep a numerical register in which shall be recorded the following information: the name, address and date of birth of the customer; the customer's driver's license number or other identification number from any other form of identification which is allowed for sale of valuable articles pursuant to Colorado Revised Statutes; or for the sale of secondhand property pursuant to Colorado Revised Statutes or this Code; the date, time and place of the contract for purchase or purchase transaction; and an accurate and detailed account and description of each item of tangible personal property, including, but not limited to, any trademark, identification number, serial number, model number, brand name, or other identifying marks on such property. The automobile pawnbroker shall also obtain a written declaration of the customer's ownership which shall state that each piece of tangible personal property is totally owned by the customer, or shall have attached to such declaration a power of sale from the partial owner to the customer, how long the customer has owned each piece of property, whether the customer or someone else found the property, and, if the property was found, the details of the finding.
2. If the contract for purchase or other purchase transaction involves more than one item, each item shall be recorded on the automobile pawnbroker's register and on the customer's declaration of ownership.
3. The customer shall sign his or her name in such register and on the declaration of ownership and receive a copy of the contract of purchase or a receipt for the purchase transaction.
4. The customer shall affix a right index fingerprint to the declaration of ownership.
5. The customer shall affix an electronic photo to the declaration of ownership.
- 5 6. Such register shall be made available to any local law enforcement agency for inspection at any reasonable time.
- 6 7. The automobile pawnbroker shall keep each register for at least three (3) years after the date of the last transaction entered in the register.
- 7 8. An automobile pawnbroker shall hold all contracted goods within his/her jurisdiction for a period of ten (10) days following the maturity date of the contract for purchase, during which time such goods shall be held separate and apart from any other tangible personal property, and shall not be changed in form or altered in any way.
- 8 9. An automobile pawnbroker shall hold all property purchased by him/her through a purchase transaction for thirty (30) days following the date of purchase, during which time such property shall be held separate and apart from other tangible personal property, and shall not be changed in form or altered in any way.

9 10. Every automobile pawnbroker shall provide the local law enforcement agency, on a weekly basis, with two (2) copies of the records, on a form to be provided or approved by the local law enforcement agency of all tangible personal property accepted during the preceding week and one copy of the customer's declaration of ownership form. The form shall contain the same information required to be recorded in the automobile pawnbroker's register pursuant to this Section. The local law enforcement agency shall designate the date day of the week on which the records and declarations shall be submitted. In addition, if an auto mobile pawnbroker has over fifty (50) transactions a week, an electronic record of the transaction including a photo of the customer shall be submitted daily.

~~10~~ 11. Every automobile pawnbroker shall pay a fee for every transaction form submitted to the City. This fee is imposed to offset the cost of administering this license. This fee shall be determined by the City and set by resolution.

~~11~~ 12. Every automobile pawnbroker shall, at his/her expense, keep records or provide reports in such manner and by such methods as may be determined from time to time by the Licensing Officer.

[EDITORS NOTE: Title 5, Chapter 16, Section 4, Subsections H through J contain no changes and are therefore not included here.]

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 5, Chapter 23, entitled *Purchaser of Valuable Articles* of the Englewood Municipal Code 2000, to read as follows:

5-23: PURCHASER OF VALUABLE ARTICLES

5-23-1: Definitions.

For the purpose of this Chapter, the following terms, phrases, words and their derivations shall have the meanings given herein:

Precious or Semiprecious Metals or Stones: This definition includes, but is not limited to gold, silver, platinum, pewter, alexandrite, diamonds, emeralds, garnets, opals, rubies, sapphires, and topaz. Also, included under this definition is ivory, coral, pearls, jade and other such minerals, stones, or gems as are customarily regarded as precious or semiprecious.

Private Collector: Any person who purchases an item for a price greater than the market price of the item's metallic or stone composition, who has an interest in preserving the item in its unique or historical form, and whose primary purpose in purchasing is not the immediate resale of the item.

Purchase: Giving money to acquire any valuable article.

Purchaser: Any person holding himself out to the public as being engaged in the business of purchasing valuable articles, or any person who purchases five (5) or more valuable articles in any thirty (30) day period. A purchaser does not include a person purchasing valuable articles from a retail or wholesale merchant who deals in goods of that kind.

Seller: Any person offering a valuable article for money to any purchaser.

Valuable Article: Any tangible personal property consisting, in whole or in part, of precious or semiprecious metals or stones including collector coins.

5-23-2: License Required.

It shall be unlawful for any person to offer or purchase valuable objects in the City of Englewood without first obtaining a license except for the following classes of persons:

- A. Private collectors purchasing valuable items from other private collectors.

5-23-3: Application for License.

Purchaser of Valuable Articles Licenses shall be issued in accordance with Chapter 1 of this Title.

5-23-4: Special License Requirements.

In addition to the requirements in Chapter 1 of this Title, the following special condition or restrictions apply:

- A. Licenses issued under this Chapter shall not be transferred to another person or location.
- B. Applicants will be subject to a police background investigation as part of the application.
- C. Required Acts: ~~A Purchaser of Valuable Articles License holder shall keep a numerical register which will include the following information:~~
 - ~~1. The name, address, and date of birth of the customer.~~
 - ~~2. The customer's driver's license number or other identification number from any other form of identification which is allowed for sale of valuable articles pursuant to state statutes.~~
 - ~~3. The date, time and place of the purchase, and an accurate and detailed account and description of each valuable article, including, but not limited to, any identification number, serial number, material type, mint date, denomination, or other identifying marks on such property.~~
 - ~~4. The license holder shall also obtain a written declaration of the customer's ownership which shall state that each valuable article is totally owned by the customer, or shall have attached to such declaration a power of sale from the partial owner to the customer, how long the customer has owned each piece of property, whether the customer or someone else found the property, and if the property was found, the details of the finding.~~
 - 1. A purchaser of valuable articles license holder shall keep a numerical register in which shall be recorded the following information: the name, address, and date of birth of the customer; the customer's driver's license number or other identification number from any other form of identification which is allowed for sale of valuable articles pursuant to Colorado Revised Statutes or this Code, or for the pawning or

sale of secondhand property pursuant to Colorado Revised Statutes or this Code; the date, time and place of the purchase transaction; and an accurate and detailed account and description of each item of tangible personal property, including, but not limited to, any trademark, identification number, serial number, model number, brand name, mint date, denomination, or other identifying marks on such property. The license holder shall also obtain a written declaration of the customer's ownership which shall state that each valuable article is totally owned by the customer, or shall have attached to such declaration a power of sale from the partial owner to the customer, how long the customer has owned each piece of property, whether the customer or someone else found the property, and, if the property was found, the details of the finding.

- D. 2. If the purchase transaction involves more than one item, each item shall be recorded on the license holder's register and on the customer's declaration of ownership.
- E. 3. The customer shall sign his or her name in such register and on the declaration of ownership and receive a copy of the contract of purchase or a receipt for the purchase transaction.
- F. 4. The customer shall affix a right index fingerprint to the declaration of ownership.
5. The customer shall affix an electronic photo to the declaration of ownership.
- G. 6. Such register shall be made available to any local law enforcement agency for inspection at any reasonable time.
- H. 7. The purchaser of valuable articles shall keep each register for at least three (3) years after the date of the last transaction entered in the register.
- I. 8. A purchaser of valuable articles license holder shall hold all property purchased by him or her ~~of~~ from thirty (30) days following the date of purchase, during which time such property shall be held separate and apart from any other tangible personal property, and shall not be changed in form or altered in any way.
- J. 9. Every purchaser of valuable articles license holder shall provide the local law enforcement agency, on a weekly basis, with two (2) copies of the records, on a form to be provided or approved by the Local Law Enforcement Agency of all valuable articles purchased during the preceding week and one copy of the customer's declaration of ownership form. The form shall contain the same information required to be recorded in the license holder's register pursuant to ~~subsection A of~~ this Section. The Local Law Enforcement Agency shall designate the day of the week on which the records and declarations shall be submitted. In addition, if a valuable articles license holder or purchaser has over fifty (50) transactions a week, an electronic record of the transaction including a photo of the customer shall be submitted daily.
- K. 10. Every purchaser of valuable articles license holder shall pay to the City a fee for every transaction form. This fee is imposed to offset the cost of administering this license. This fee shall be determined by the City and set by resolution.

- L. 11. Every purchaser of valuable articles license holder shall, at his/her expense, keep records or provide reports in such manner and by such methods as may be determined from time to time by the Local Law Enforcement Agency or the Licensing Officer.
- M. 12. No purchaser of valuable articles license holder, employee, or agent of the purchaser of valuable articles license holder shall purchase any valuable article from any person under the age of eighteen (18) years or from any person under the influence of alcoholic beverage or drugs.
- N. 13. No purchaser of valuable articles license holder, employee, or agent of the purchaser of valuable articles license holder shall purchase any valuable article from any person known to be a thief or to have been convicted of larceny or burglary, without first notifying the Local Law Enforcement Agency. Such notice shall not be deemed as authorization by the City for the purchaser of valuable articles to make a purchase from such person.
- O. 14. No purchaser of valuable articles license holder shall take any valuable article from a customer on consignment.
- P. 15. No purchaser of valuable articles license holder, employee or agent of a purchaser of valuable articles license holder shall purchase any valuable article wherein the identification number, serial number, model number, brand name, owner's identification number or other identifying marks on such property have been totally or partially obscured.
- Q. 16. Any police officer may order a purchaser of valuable articles license holder to hold any valuable article for purposes of further investigation. A hold order shall be effective upon verbal notification to the purchaser of valuable articles license holder by any police department. No sale or other imposition may be made of such property held by any purchaser of valuable articles while the hold order remains outstanding. A hold order shall supersede all other provisions of this Section, and any sale or other disposition of the property after the purchaser of valuable articles has been notified by the Local Law Enforcement Agency of a hold order shall be unlawful and a violation of this Section.
- R. 17. If any police officer determines that any valuable article held by a license holder is stolen or illegally obtained property, such officer may immediately confiscate such property and must provide the purchaser of valuable articles license holder with a receipt and case report number.
- S. 18. A license holder who purchases any valuable article from a customer who is not the owner thereof obtains no title to the article. Ignorance of the fact that the article was lost or stolen shall not be construed to have any effect on the title. If the purchaser of valuable articles license holder shall sell such article to a third person, the license holder shall recover the article or reimburse the fair market value of the article. The lawful owner may, upon proof of his or her ownership of the article lost or stolen, claim the same from the license holder or recover the same by the appropriate legal means.

Section 4. 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 5. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 6. 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 7. 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 8. 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 16th day of June, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 20th day of June, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 18th day of June, 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 16th day of June, 2014.

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 30
INTRODUCED BY COUNCIL
MEMBER GILLIT

AN ORDINANCE APPROVING SUPPLEMENT NO. 4 TO THE CITY OF CHERRY HILLS VILLAGE CONNECTOR'S AGREEMENT FOR THE INCLUSION OF LAND WITHIN THE DISTRICT BOUNDARIES.

WHEREAS, Cherry Hills Village Sanitation District recommends the inclusion of approximately one acre into the District; and

WHEREAS, said inclusion is located at 1401 East Oxford Lane in Cherry Hills Village; and

WHEREAS, the zoning of this property in Cherry Hills Village is R-3 Residential and will remain as R-3 Residential; and

WHEREAS, the inclusion of this parcel of land will not increase the tap allocation to the Cherry Hills Village Sanitation District; and

WHEREAS, the Englewood Water and Sewer Board recommended approval of this Agreement at its April 8 2014 meeting;

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

Section 1. The Agreement between the City of Englewood and Cherry Hills Village Sanitation District entitled "Supplement No. 4 To Connector's Agreement", which includes 1 acre located at 1401 East Oxford Lane in Cherry Hills Village, is hereby accepted and approved by the Englewood City Council. A copy of said Agreement is attached hereto as "Exhibit 1" and incorporated herein by reference.

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

Introduced, read in full, and passed on first reading on the 2nd day of June, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 6th day of June, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 4th day of June, 2014 for thirty (30) days.

Read by title and passed on final reading on the 16th day of June, 2014.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2014, on the 20th day of June, 2014.

Published by title on the City's official website beginning on the 18th day of June, 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

SUPPLEMENT NO. 4 TO CONNECTOR'S AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF ENGLEWOOD**, acting by an through its duly authorized Mayor and City Clerk, hereinafter called the "**City**," and the City of Cherry Hills Village Sanitation District, Arapahoe and Douglas Counties, Colorado, hereinafter called the "**District**."

WITNESSETH:

WHEREAS, on the 2nd day of June, 1975 the City and the District entered into an Agreement in which the City agreed to treat sewage originating from the District's sanitary sewer system within the area served by the District, which Agreement was renewed by Connector's Agreement dated May 12, 1997.

WHEREAS, said Connector's Agreement provides that the district may not enlarge its service area without the written consent of the City;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth, the parties agree as follows:

1. The City hereby consents to the inclusion of certain additional area located in Arapahoe County, Colorado, owned by Timothy J. Schmidt and more fully described on Exhibit A attached hereto and incorporated herein by reference, into the City of Cherry Hills Village Sanitation District. The City agrees that said additional area may be served with the sewer facilities of the district, and that the City will treat the sewage discharged into the City's trunk line from said additional area, all in accordance with the Connector's Agreement dated June 2, 1975, and Amended May 12, 1997. Accordingly, Exhibit A referred to in Paragraph 1 of the Connector's Agreement dated June 2, 1975 and Amended May 12, 1997, is hereby amended to include such additional area.
2. Each and every other provision of the said Connector's Agreement dated June 2, 1975 and Amended May 12, 1997, shall remain unchanged.

IN WITNESS WHEREOF, the parties have set their hands and seals this 7 day of April, 2014.

CITY OF ENGLEWOOD

BY _____
MAYOR - Randy P. Penn

ATTEST:

CITY CLERK - Loucrishia A. Ellis
(SEAL)

**CITY OF CHERRY HILLS VILLAGE
SANITATION DISTRICT
ARAPAHOE COUNTY, COLORADO**

By: _____

ATTEST:

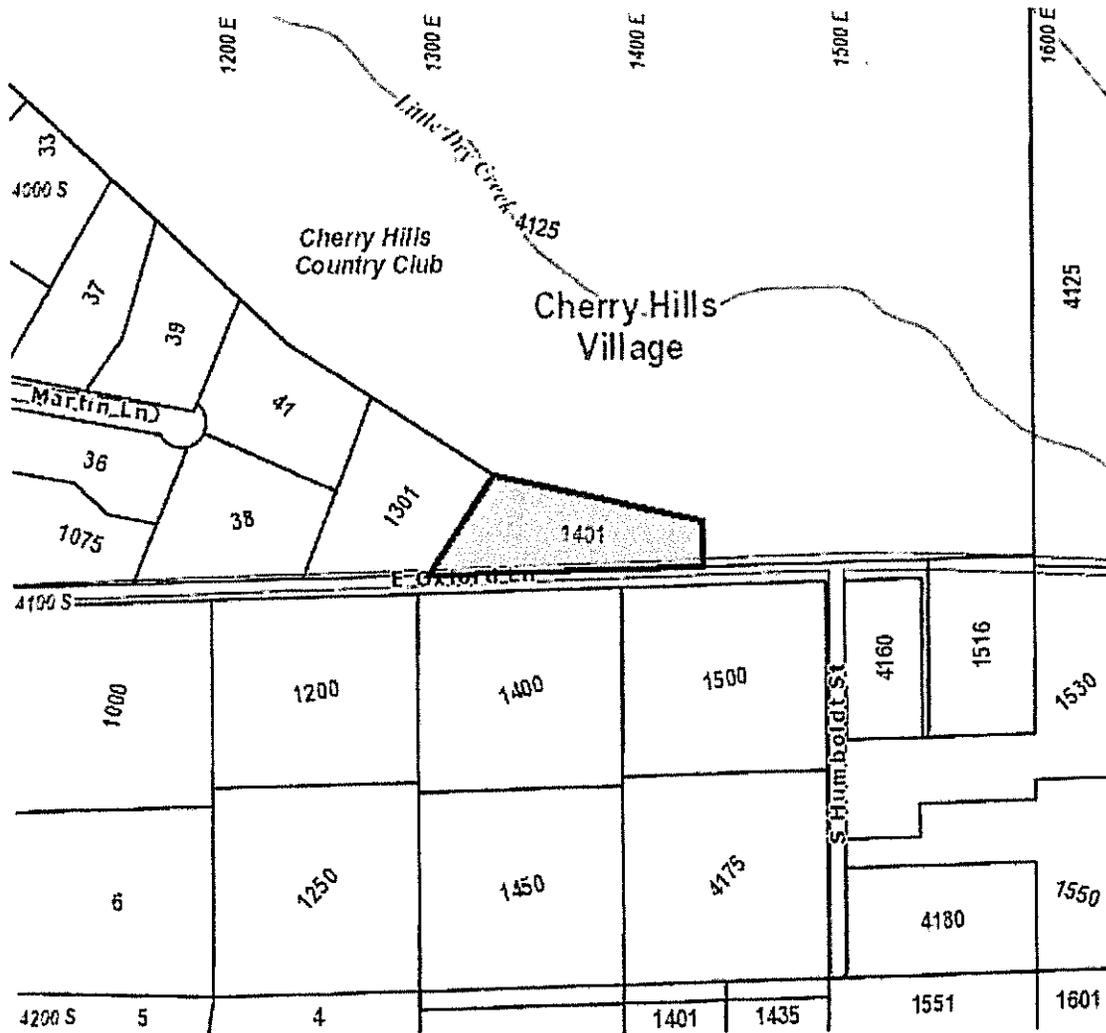
 SECRETARY
(SEAL) 

EXHIBIT A

Legal Description:

Plot 1 Cherry Hills Rancho 2nd Amended Filing
County of Arapahoe
State of Colorado

Known and numbered as: 1401 E. Oxford Lane



BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 33
INTRODUCED BY COUNCIL
MEMBER GILLIT

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PLAN REVIEW AND INSPECTION SERVICES BETWEEN SOUTH METRO FIRE RESCUE
AUTHORITY AND THE CITY OF ENGLEWOOD.

WHEREAS, pursuant to Article XX of the Colorado Constitution the City operates a fire department that provides fire protection, emergency medical, rescue, and ambulance or hazardous materials services within the City’s jurisdictional boundaries; and

WHEREAS, South Metro Fire Rescue Authority is a separate legal entity organized pursuant to the Amended and Restated Parker-South Metro Fire Rescue Creation and Pre-Inclusion Agreement dated May 21, 2012 and §29-1-203(4) C.R.S., with all the powers, authorities, duties, privileges, immunities, rights and responsibilities of a public body politic and corporate, and organized and operated with all the authorities of, and to provide the services authorized to, a fire protection district organized and operated pursuant to Article 1, Title 32, C.R.S.; and

WHEREAS, the City of Englewood and the South Metro Fire Rescue Authority (SMFRA) have identified a common interest in providing a reasonable level of life safety and property protection from the hazards of fire, explosion and dangerous conditions in new and existing buildings, structures and premises, and in providing safety to firefighters and emergency responders during emergency operations; and

WHEREAS, through cooperative efforts the parties are willing and able to conduct plan reviews and fire code inspections within each other’s jurisdictions, upon request as needed, and also to assist in the training of personnel in plan review and fire inspection techniques and procedures; and

WHEREAS, the combined effort will serve the public purpose and will promote the health, safety, security, and general welfare of the inhabitants and visitors of each jurisdiction; and

WHEREAS, this is a mutual agreement to provide services for each entity, currently South Metro Fire Rescue Authority is seeking assistance from Englewood, so there will be additional revenue generated for Englewood for services provided by the Englewood Fire Department Fire Marshal’s Office.

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 Plan Review and Inspection Services 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 2nd day of June, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 6th day of June, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 4th day of June, 2014 for thirty (30) days.

Read by title and passed on final reading on the 16th day of June, 2014.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2014, on the 20th day of June, 2014.

Published by title on the City's official website beginning on the 18th day of June, 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

INTERGOVERNMENTAL AGREEMENT FOR PLAN REVIEW AND INSPECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR PLAN REVIEW AND INSPECTION SERVICES is made and entered into this _____ day of _____, 2014, by, the City of Englewood, a home rule municipality, hereinafter referred to as "City," and South Metro Fire Rescue Authority, hereinafter referred to as "Authority." City and Authority are hereinafter referred to jointly as the "Parties" and singularly as a "Party."

WITNESSETH

WHEREAS, pursuant to the authority provided by Article XX of the Colorado Constitution, the City operates a fire department that provides fire protection, emergency medical, rescue, and ambulance or hazardous materials services within the City's jurisdictional boundaries; and

WHEREAS, the Authority is a separate legal entity organized pursuant to the Amended and Restated Parker-South Metro Fire Rescue Creation and Pre-Inclusion Agreement dated May 21, 2012 and §29-1-203(4), C.R.S., with all the powers, authorities, duties, privileges, immunities, rights and responsibilities of a public body politic and corporate, and organized and operated with all the authorities of, and to provide the services authorized to, a fire protection district organized and operated pursuant to Article 1, Title 32, C.R.S.; and

WHEREAS, the City and Authority have a common interest in providing a reasonable level of life safety and property protection from the hazards of fire, explosion, and dangerous conditions in new and existing buildings, structures, and premises, and in providing safety to firefighters and emergency responders during emergency operations; and

WHEREAS, the Parties have personnel with the training and/or certifications necessary to conduct plan reviews and fire inspections ("Qualified Individuals"); and

WHEREAS, each Party is willing and able to conduct such plan reviews and fire code inspections within the other Party's boundaries, as needed, and also to assist in the training of personnel in plan review and fire inspection techniques and procedures; and

WHEREAS, pursuant to the provisions of the Colorado Constitution, Article XIV, Section 18(2)(a) and (b) and Section 29-1-203, C.R.S., the Parties desire to establish an agreement to provide plan review, fire inspection, and training services to each another, as provided herein; and

WHEREAS, establishment of an intergovernmental agreement for plan review, fire inspection and training services will serve a public purpose and will promote the health, safety, security and general welfare of the inhabitants and visitors of the Parties and the State of Colorado.

NOW, THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth hereinafter, the Parties agree as follows:

1. Plan Review. Upon request, a Party will provide one or more Qualified Individuals to review construction documents for compliance with applicable fire codes and standards ("Plan Review Services") for projects requiring permits within the requesting Party's boundaries. The requesting party shall remain as the authority having jurisdiction ("AHJ").

2. Fire Inspection. Upon request, a Party will provide one or more Qualified Individuals to review field conditions for compliance with approved construction documents and applicable fire codes and standards ("Fire Inspection Services") for projects requiring permits within the requesting Party's boundaries. The requesting party shall remain as the AHJ.

3. Training Services. Upon request, a Party may provide the following types of training to the requesting Party (collectively, "Training Services"):

(a) Specific classroom-style training to personnel in plan review and fire inspection techniques and procedures ("Classroom Training");

(b) The Parties may allow personnel to shadow plan reviewers or fire inspectors and assist in plan review and fire inspection for projects requiring permits within the boundaries of the Parties ("Shadowing").

4. Discretion. Should either Party have personnel or resources already committed, or which are otherwise unavailable, which in its sole discretion prevents it from providing Plan Review or Fire Inspection Services and also providing an adequate level of service within its own jurisdiction, it shall promptly notify the requesting Party and shall be released from all or a portion of its responsibilities under this Agreement. Such Party shall notify the requesting Party when its personnel and resources are adequate and become available.

5. Fees for Services.

(a) Plan Review and Fire Inspection Services will be provided at a rate of \$75.00 per hour per plan reviewer or fire inspector.

(b) There shall be no fee for Classroom Training or Shadowing.

(c) The Parties shall each maintain their own time accounting and the Fire Marshal for each Party shall be responsible for submitting invoices to the other Party on a monthly basis. Invoices shall be paid within thirty (30) days of receipt of the invoice. In any month where each Party receives an invoice, the Fire Marshalls shall confer and determine the net difference. Upon mutual agreement of the Fire Marshalls, the Party owing money after the net difference is calculated may pay only the net difference to the other Party, which shall then satisfy both Parties' payment obligations for that month.

6. Governing Body Authorization. Plan Review, Fire Inspection Services and Training Services shall be provided without regard to political boundaries and in full compliance with the terms and conditions of this Agreement. Plan Review, Fire Inspection and Training Services are hereby approved by the respective governing bodies of the Parties, and provision of such Services pursuant to this Agreement shall require no further approval by the governing bodies of either Party.

7. Pre-Existing Obligations. Nothing herein shall limit the emergency incident and life safety duties of either Party within its respective jurisdiction, or any other aid agreements any Party may have with the other Party or other entities.

8. Personnel and Equipment. Each Party shall remain responsible for the payment of salary, wages, or other compensation or reimbursement of its own personnel and all costs associated with use of their own equipment utilized in any of the Services. The personnel and equipment of each Party shall be insured by the liability, workers' compensation, or other insurance of their own agency.

9. Liability to Third Persons. Each Party assumes full responsibility and liability for any and all injuries to, and damages to real or personal property of persons not a party to this Agreement that occur during any life safety incident and which are caused by that Party, its volunteers, servants, agents, or employees.

10. Waiver. Each Party assumes full responsibility and liability, and waives all claims it may have against each other Party ("second Party"), for any and all damages to the equipment of the Parties, and for personal injuries and damages to real or personal property of the Parties volunteers, servants, agents, or employees, whether caused by the second Party or a person not a party to this Agreement, that occur during the course of a life safety, except for damages and injuries caused by the willful and wanton actions, or intentionally tortious conduct of second Party. It is the intent of this provision to contractually reallocate liability for damages from that provided by Section 29-5-108, C.R.S.

11. No Third-Party Rights. Nothing in this Agreement shall be deemed to create or give rise to any rights, claims or causes of action in any person or entity except the Parties.

12. Effective Date, Term and Termination. This Agreement shall become effective between the signatories of this Agreement at 0:00 hours of the first day of the first month following execution by both Parties. The term of this Agreement shall be through the end of the year in which it is entered, and this Agreement shall be automatically renewed for additional one (1) year terms. The Agreement shall be terminated by written notice, such notice given at least thirty (30) days prior to the effective date of the termination, unless otherwise agreed by the Parties.

13. Annual Appropriations. Notwithstanding the provisions of this Agreement to the contrary, the terms and obligations of this Agreement are subject to annual appropriations by the Parties so as to not create a multiple fiscal year obligation pursuant to Article X, Section 20 of the Colorado Constitution.

14. Assignment. This Agreement shall be binding upon the successors and assigns of each of the Parties hereto, except that no Party may assign any of its rights or obligations hereunder, without the prior written consent of the other Parties.

15. Notices. Any formal notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by certified mail postage prepaid to the Parties at the following addresses:

South Metro Fire Rescue Authority

Attn: _____
9195 E. Mineral Avenue
Centennial, CO 80112
Phone: (720) 488-7200

City of Englewood Fire
Department

Attn: Andrew Marsh
Fire Chief
Englewood, CO 80110
Phone: 303 762-2481

1000 Englewood Parkway

16. Amendments. This Agreement may be amended only by written document signed by the Parties.

17. 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 person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be changed thereby.

18. Duplicate Original. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The parties agree that a signature delivered as a scanned image attached to an e-mail (for example, as a .pdf file) shall have the same force and effect as an original signature.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

SOUTH METRO FIRE RESCUE
AUTHORITY

By _____
_____, Chairman

Attest:

_____, Secretary

CITY OF ENGLEWOOD

By _____
Randy P. Penn, Mayor

Attest:

Loucrishia A. Ellis, City Clerk

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 31
INTRODUCED BY COUNCIL
MEMBER GILLIT

AN ORDINANCE APPROVING THE REZONING OF 3265–3299 SOUTH LOGAN STREET FROM R-1-C TO 3299 SOUTH LOGAN STREET RESIDENCES PLANNED UNIT DEVELOPMENT (PUD).

WHEREAS, Shadow Creek Homes, LLC submitted an application to rezone the properties from R-1-C Single Unit Residential District (Small Lot Size) to the 3299 South Logan Street Residences Planned Unit Development (PUD) which would allow for an enhanced residential development; and

WHEREAS, this project is comprised of 2 parcels (Parcel ID #1971-34-4-029 and Parcel ID #1971-34-017) totaling 21,875 square feet, approximately .5022 acres; and

WHEREAS, the first parcel (south) parcel (known herein as Parcel 01) is located at the Northwest corner of South Logan Street and East Floyd Avenue; and

WHEREAS, the second (north) parcel (known herein as Parcel 02) is located directly north of Parcel 01; and

WHEREAS, Presently Parcel 01 contains the building formerly housing the Englewood Shrine Club, 6,750 square feet that will be converted into a two-unit residence, currently zoned R-1-C; and

WHEREAS, Parcel 02 contains a single family home, 1150 square feet and a 2 car garage, 400 square feet, with an option to remodel, expand, or rebuild the home, currently zoned R-1-C; and

WHEREAS, the home at 3265 South Logan will be remodeled and updated, two new homes will be added and the Shriner building will be divided into 2 units. Four new garages will be added. The accessory dwelling units above three of the garages will be added as an option for their customers; and

WHEREAS, two additional single family homes with rear detached 2 or 3 car garages, with an option for detached accessory structure above, will be built on the new PUD Site, Parcel 01 and 02 will be reconfigured into five (5) lots: 1, 2, 3, 4 and 5; and

WHEREAS, land to the north, south, and east of the subject property is zoned R-1-C Single Unit Residential District, land directly to the west of the subject property is zoned MU-R-3-B NPO Mixed Use Medium to High Density Residential and Limited Office District with a Neighborhood Preservation Overlay; and

WHEREAS, properties to the west and southwest of subject property contain several multi-unit apartment buildings; and

WHEREAS, the proposed 3299 South Logan Street Residences PUD is located at the northwest corner of South Logan Street and East Floyd Avenue; and

WHEREAS, the 3265-3299 South Logan Street site consists of two properties consisting of the Shrine Club and a house at 3265 South Logan Street, totaling one-half acre; and

WHEREAS, the proposed 3299 South Logan Street Residences PUD will allow a maximum of three (3) one-unit dwellings, one (1) two-unit dwelling and three (3) detached accessory structures above garages that may be used as dwelling units; and

WHEREAS, the Unified Development Code does not currently address new detached accessory units but many communities locally and nationally are adopting provisions into their code to allow them; and

WHEREAS, the majority of the parking would be in detached garages with an additional surface parking pad provided for each detached accessory structure, all of the designated parking is accessed from the alley and meets the City's parking regulations; and

WHEREAS, the Traffic Department commented that garages setback from the alley more than 6 feet can become a problem with the rear end of cars extending into the alleys; and

WHEREAS, on street parking will be available on Floyd Avenue; and

WHEREAS, drainage plans have been approved by the Public Works Department; and

WHEREAS, pursuant to the Planned Unit Development procedure, the applicant conducted a neighborhood meeting on November 7, 2013; and

WHEREAS, the Planning and Zoning Commission held a Public Hearing on April 22, 2014; and

WHEREAS, the PUD contains architectural character standards that require a mix of pattern and color changes, a minimum masonry requirement or defined front porches, and a requirement that building entries be clearly defined with architectural elements; and

WHEREAS, the exterior materials and colors of the detached accessory structure are required to compliment the overall character of the principal dwelling; and

WHEREAS, provisions for roof pitches and flat roofs are included; and

WHEREAS, it should be noted that the conceptual building footprint shown on the Site Plan and the proposed building elevations are subject to change; however, any changes would have to meet the design standards and guidelines of the PUD.

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

Section 1. The Englewood City Council hereby finds that:

- The Planned Unit Development application is in conformance with Roadmap Englewood: 2003 Comprehensive Plan.
- The property cannot be developed, or that no reasonable economic use of the property can be achieved under the existing zoning, even through the use of conditional uses or a reasonable number of Zoning Variances or Administrative Adjustments.
- The application is substantially consistent with the goals, objectives, design guidelines, policies and any other ordinance, law, or requirement of the City.
- The rezoned property will not have a significant negative impact on those properties surrounding the rezoned area and the general public health, safety and welfare of the community are protected.

Section 2. The dedication of park land requirement will be satisfied by a fee in lieu payment amount between \$1,600 and \$3,000.

Section 3. The 3299 South Logan Street Residences Planned Unit Development (PUD), for property located at the northwest corner of South Logan Street and East Floyd Avenue, in the City of Englewood, Colorado, attached hereto as Exhibit A, is hereby approved.

Introduced, read in full, and passed on first reading on the 19th day of May, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of May, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of May, 2014 for thirty (30) days.

A Public Hearing was held on the 2nd day of June, 2014.

Read by title and passed on final reading on the 16th day of June, 2014.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2014, on the 20th day of June, 2014.

Published by title on the City's official website beginning on the 18th day of June, 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

3299 S. LOGAN STREET RESIDENCES PLANNED UNIT DEVELOPMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 34 TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPLE MERIDIAN CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO. LOTS 25-31, BLOCK 8, ROSE ADDITION TO ENGLEWOOD, COLORADO.

PROJECT BACKGROUND

THIS PROJECT IS COMPRISED OF 2 PARCELS (PARCEL ID #1971-34-4-029 AND PARCEL ID #1971-34-4-017) TOTALING 21,875 SQUARE FEET, APPROXIMATELY .5022 ACRES. THE FIRST (SOUTH) PARCEL (KNOWN HEREIN AS PARCEL 01) IS LOCATED AT THE NORTHWEST CORNER OF S. LOGAN STREET AND E. FLOYD AVENUE. THE SECOND (NORTH) PARCEL IS LOCATED DIRECTLY NORTH OF PARCEL 01. PRESENTLY, PARCEL 01 CONTAINS THE BUILDING FORMERLY HOUSING THE ENGLEWOOD SHRINE CLUB, 6,750 SQUARE FEET, THAT WILL BE CONVERTED INTO A TWO-UNIT RESIDENCE. THE CURRENT ZONING OF PARCEL 01 IS R1C. PARCEL 02 CONTAINS A SINGLE FAMILY HOME, 1150 SQUARE FEET, AND A TWO (2) CAR GARAGE, 400 SQUARE FEET, WITH AN OPTION TO REMODEL, EXPAND, OR REBUILD THE HOME. THE CURRENT ZONING ON PARCEL 02 IS R1C. TWO (2) ADDITIONAL SINGLE FAMILY HOMES WITH REAR DETACHED TWO (2) CAR OR THREE (3) CAR GARAGES, WITH AN OPTION FOR DETACHED ACCESSORY STRUCTURES ABOVE, WILL BE BUILT ON THE NEW PUD SITE. PARCEL 01 AND 02 WILL BE RECONFIGURED INTO FIVE (5) LOTS: 1, 2, 3, 4, AND 5.

THE PLANNED UNIT DEVELOPMENT WILL BE PROCESSED PURSUANT TO THE APPLICABLE CITY REGULATIONS.

CONSTRUCTION / PHASING PLAN

THE CONVERSION OF THE BUILDING FORMERLY HOUSING THE ENGLEWOOD SHRINE CLUB INTO A TWO-UNIT RESIDENCE, CONSTRUCTION OF THE TWO (2) NEW SINGLE FAMILY HOMES, AND POSSIBLE REMODEL, EXPANSION, OR REBUILD OF THE EXISTING SINGLE FAMILY HOME WILL TAKE APPROXIMATELY NINE (9) MONTHS AFTER CONSTRUCTION BEGINS.

PUD DEVELOPMENT SUMMARY

THE APPLICANT PROPOSES TO DEVELOP A TWO-UNIT RESIDENCE IN THE BUILDING FORMERLY HOUSING THE ENGLEWOOD SHRINE CLUB AND TWO (2) SINGLE FAMILY HOMES ON PARCEL 01 AND PARCEL 02. PARKING FOR THE TWO-UNIT RESIDENCE AND TWO (2) NEW SINGLE FAMILY HOMES WILL CONSIST OF A TWO (2) OR THREE (3) CAR GARAGE ON THE REAR OF THE LOT WITH ONE (1) ADDITIONAL OPEN PARKING SPACE FOR EACH DETACHED ACCESSORY STRUCTURE ABOVE THE GARAGE. LANDSCAPING WILL BE INCORPORATED INTO THE SITE DESIGN.

THIS PUD CONFORMS WITH THE CITY OF ENGLEWOOD'S COMPREHENSIVE PLAN BY OFFERING A BALANCED MIX OF HOUSING OPPORTUNITIES SERVING THE NEEDS OF CURRENT AND FUTURE ENGLEWOOD CITIZENS, BY IMPROVING THE QUALITY OF THE CITY'S EXISTING HOUSING STOCK, AND BY ADDRESSING THE CURRENT SHORTAGE OF HOUSING PRICED AT THE HIGH-END OF THE HOUSING MARKET IN THE CITY OF ENGLEWOOD.

THE DESIGN OF THE NEW RESIDENTIAL HOMES AND THE TWO-UNIT RESIDENCE WILL BE COMPATIBLE AND CONSISTENT WITH THE CHARACTER OF THE EXISTING NEIGHBORHOOD BY INCLUDING FRONT PORCHES, GARAGES LOCATED IN THE REAR, AND WALK-ABLE PEDESTRIAN WAYS. BY INCORPORATING THE BUILDING FORMERLY OCCUPIED BY THE ENGLEWOOD SHRINE CLUB INTO THE DEVELOPMENT PROJECT, COMMUNITY IDENTITY WILL BE REINFORCED.

PUD PLAN NOTES

1. THIS NEW PROPERTY DOES NOT LIE WITHIN THE 100-YEAR FLOODPLAIN.
2. NEW UTILITIES SHALL BE UNDERGROUND.
3. ALL CONCRETE WORK DONE IN THE PUBLIC RIGHT OF WAY SHALL BE IN CONFORMANCE WITH CONSTRUCTION STANDARDS AND CONCRETE SPECIFICATIONS FOR THE CITY OF ENGLEWOOD, COLORADO.
4. THE DEVELOPER SHALL COMPLY WITH ALL APPLICABLE CITY CODES, REGULATIONS, AND STANDARDS.
5. IN THE EVENT OF A CONFLICT BETWEEN THE SPECIFIC PROVISIONS OF THIS PUD AND TITLE 16, THE SPECIFIC PROVISIONS OF THIS PUD SHALL CONTROL.



AREA MAP - NOT TO SCALE



PROJECT TEAM

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FAX: (303) 635-0968

DEVELOPER:
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CIVIL ENGINEER:
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JR ENGINEERING
2900 COLLEGE AVE. SUITE 3D
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LANDSCAPE ARCHITECT:
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301 KALAMATH, UNIT 102
DENVER, CO 80223
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SHEET INDEX

- 01 COVER SHEET
- 02 DISTRICT PLAN
- 03 EXISTING SITE PLAN
- 04 PROPOSED SITE PLAN
- 05 GRADING AND DRAINAGE PLAN
- 06 UTILITY PLAN
- 07 LANDSCAPING PLAN
- 08 CONCEPTUAL RENDERING
- 09 CONCEPTUAL RENDERING

ALTA SURVEYS ATTACHED AFTER PAGE 09

APPROVED CERTIFICATES

APPROVED FOR THE OWNER AND DEVELOPER

SHADOW CREEK HOMES, LLC _____ DATE _____

STATE OF COLORADO }
COUNTY OF ARAPAHOE } SS
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____
DAY OF _____, 20__ BY _____

WITNESS MY HAND AND SEAL _____ NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

APPROVED FOR THE CITY OF ENGLEWOOD

PLANNING AND ZONING COMMISSION CHAIRPERSON _____ DATE _____

PLANNING AND ZONING COMMISSION RECORDING SECRETARY _____ DATE _____

MAYOR OF ENGLEWOOD _____ DATE _____

ATTESTED
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____
DAY OF _____, A.D. 20__ BY _____
AS _____ OF _____

CITY CLERK _____

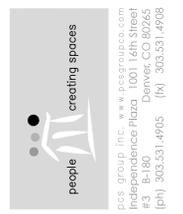
CLERK AND RECORDS CERTIFICATION

THIS PLANNED UNIT DEVELOPMENT IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ARAPAHOE COUNTY, STATE OF COLORADO. AT _____ O'CLOCK _____ M., ON THIS _____ DAY OF _____, A.D., 20__, RECEPTION NO. _____, BOOK NO. _____, PAGE NO(S). _____

BY: _____
CLERK AND RECORDER

BY: _____
DEPUTY

SUBMITTAL:	04/08/2014
REVISION # / DATE:	



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A Western Company
Centennial 303-740-9393 Colorado Springs 719-593-2593 Fort Collins 970-491-9888
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3299 S. LOGAN STREET
RESIDENCES
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

COVER
SHEET

3299 S. LOGAN STREET RESIDENCES PLANNED UNIT DEVELOPMENT

ARCHITECTURAL CHARACTER

THE ARCHITECTURAL CHARACTER OF THIS DEVELOPMENT SHALL BE URBAN IN CHARACTER AND WILL PROVIDE FOR A PEDESTRIAN SCALE ALONG THE STREET LEVEL. DESIGN SHALL INCLUDE THE FOLLOWING:

- A MINIMUM OF TWO (2) DIFFERENT MATERIAL PATTERNS AND COLOR CHANGES SHALL BE INCORPORATED INTO EACH FACADE (ALL SIDES) OF THE BUILDING DESIGN.
- THE FRONT FACADE ON NEW SINGLE FAMILY HOMES SHALL HAVE A MIN. OF 30% MASONRY OR A DEFINED FRONT PORCH THAT EXTENDS THE ENTIRE WIDTH OF THE FRONT ELEVATION.
- STUCCO, STONE, CMU, BRICK, CEMENTITIOUS (INCLUDING JAMES HARDIE & SIMILAR), AND METAL SIDING ARE PERMISSIBLE BUILDING MATERIALS.
- PREDOMINANT ENTRIES SHALL BE CLEARLY DEFINED AND MAY CONSIST OF ELEMENTS SUCH AS: CANOPIES, OVERHANGS, PEAKED ROOFS, OR ARCHES.
- ROOFS SHALL BE A MINIMUM OF 3:12. EXISTING FLAT ROOFS ARE ALLOWED TO REMAIN AND FLAT ROOFS ARE ALLOWED ON PORCHES.

SUBMITTED AS PART OF THE PROPOSED PUD ARE CONCEPTUAL RENDERINGS INDICATING THE GENERAL LEVEL OF DESIGN QUALITY, FINISHES, AND MATERIALS TO BE INCORPORATED IN THE PROJECT (SEE SHEETS 7-9). THE SPECIFIC DESIGN, MATERIALS, AND COLORS TO BE INCORPORATED IN THE TWO-UNIT RESIDENCE AND SINGLE FAMILY HOMES WILL NOT BE FULLY DETERMINED UNTIL DETAILED ARCHITECTURAL DRAWINGS HAVE BEEN DEVELOPED.

ANY DEVELOPMENT SHALL INCORPORATE THE AFOREMENTIONED FEATURES TO CREATE AESTHETICALLY PLEASING BUILDINGS THAT HAVE STRONG ARCHITECTURAL CHARACTER WITH HIGH QUALITY FINISHES.

RELATIONSHIP TO THE CITY OF ENGLEWOOD'S UNIFIED DEVELOPMENT CODE

THE 3299 S. LOGAN STREET RESIDENCES WILL GENERALLY COMPLY WITH THE DEVELOPMENT AND DESIGN STANDARDS SET FORTH IN THE DEVELOPMENT CODE OF THE CITY OF ENGLEWOOD. THE PROPOSED DEVELOPMENT WILL MEET OR EXCEED QUALITY STANDARDS AND LEVELS OF DESIGN WITH REASONABLE ZONING VARIANCES THAT WOULD NOT BE POSSIBLE UNDER A STANDARD ZONE DISTRICT.

THE APPROVED PUD REZONING SHALL NOT LAPSE, BUT SHALL REMAIN IN EFFECT UNTIL SUPERSEDED BY A SUBSEQUENT REVISION OF THE PUD DOCUMENT. THE FOLLOWING MODIFICATION PROCEDURES ARE CONSISTENT WITH THE PUD MODIFICATION PROCEDURES OF THE CITY OF ENGLEWOOD TITLE 16, ZONING REGULATIONS AS LISTED IN THE MODIFICATION AND AMENDMENT OF THE PUD SECTION BELOW.

SHOULD ANY PART OF THESE REGULATIONS AND STIPULATIONS BE DECLARED INVALID OR UNENFORCEABLE BY A COURT OR COMPETENT JURISDICTION, SUCH DECISION SHALL NOT AFFECT THE VALIDITY OF ENFORCEMENT OF THE REMAINING PROVISIONS OF THESE REGULATIONS.

RELATIONSHIP OF THE PUD TO THE PUD SITE PLAN

THE PROVISIONS OF THIS PUD WILL ESTABLISH ZONE DISTRICT STANDARDS WHOSE DETAILS OF DEVELOPMENT WILL BE DELINEATED IN THE PUD SITE PLAN.

MODIFICATION AND AMENDMENT OF THE PUD

ANY FUTURE DEVELOPMENT ON LOTS 1, 2, 3, 4, AND 5 SHALL COMPLY WITH THIS PUD AND DISTRICT DEVELOPMENT PLAN.

DISTRICT PLAN – THE TERMS, CONDITIONS, THE ADOPTED PUD DISTRICT PLAN AND DOCUMENTS MAY BE CHANGED AND/OR AMENDED IN WHOLE OR IN PART AS FOLLOW:

- MINOR MODIFICATIONS TO THE PUD DISTRICT PLAN: THE CITY MANAGER OR HIS DESIGNEE MAY APPROVE MINOR MODIFICATIONS IN THE LOCATION, SIZING, AND HEIGHT OF STRUCTURES OR FACILITIES IF REQUIRED BY ENGINEERING OR OTHER CIRCUMSTANCES NOT FORESEEN AT THE TIME OF THE PUD DISTRICT PLAN WAS APPROVED. MINOR MODIFICATIONS SHALL NOT BE PERMITTED IF THE MODIFICATION RESULTS IN ANY OF THE CIRCUMSTANCES LISTED BELOW IN THIS PUD.
- MAJOR MODIFICATIONS TO THE PUD DISTRICT PLAN: MAJOR MODIFICATIONS MAY BE MADE TO THE APPROVED PUD DISTRICT PLAN PURSUANT TO THE SAME LIMITATIONS AND REQUIREMENTS BY WHICH SUCH PLANS AND DOCUMENTS WERE ORIGINALLY APPROVED.

MODIFICATION AND AMENDMENT OF THE PUD (CONT.)

SITE PLAN

- MINOR MODIFICATIONS TO THE PUD SITE PLAN: THE CITY, THROUGH THE DEVELOPMENT REVIEW TEAM, MAY AUTHORIZE MINOR DEVIATIONS FROM THE PUD SITE PLAN WHEN SUCH DEVIATIONS APPEAR NECESSARY IN LIGHT OF TECHNICAL OR ENGINEERING CONSIDERATIONS. MINOR DEVIATIONS SHALL NOT BE PERMITTED IF ANY OF THE FOLLOWING CIRCUMSTANCES RESULT:
 - A CHANGE IN THE CHARACTER OF THE DEVELOPMENT; OR
 - A CHANGE IN THE PERMITTED LAND USES; OR
 - AN INCREASE IN THE MAXIMUM HEIGHT OF ANY BUILDING OF MORE THAN 5%; OR
 - AN INCREASE IN THE NUMBER OF DWELLING UNITS, OR IN THE RATIO OF THE GROSS FLOOR AREA OF STRUCTURES TO THE LAND AREA, OR INCREASES IN THE PROPOSED GROSS FLOOR AREA WITHIN ANY PARTICULAR LAND USE OF MORE THAN 2%; OR
 - A REDUCTION IN THE SETBACKS FROM PROPERTY LINES MORE THAN 10%; OR
 - AN INCREASE OF MORE THAN 10% IN GROUND COVERAGE BY STRUCTURES OR SURFACE PARKING; OR
 - A REDUCTION BY MORE THAN 5% IN THE LAND AREA DESIGNATION FOR LANDSCAPING; OR
 - A REDUCTION IN THE RATIO OF OFF-STREET PARKING AND LOADING SPACE TO GROSS FLOOR AREA OR NUMBER OF DWELLING UNITS.
- SITE PLAN AMENDMENTS NOT MEETING THE ABOVE REQUIREMENTS: ALL PUD SITE PLANS APPROVED AND RECORDED MAY ONLY BE AMENDED PURSUANT TO THE SAME PROCEDURE AND SUBJECT TO THE SAME LIMITATION AND REQUIREMENTS BY WHICH SUCH PLANS WERE APPROVED.

PUD DISTRICT DEVELOPMENT STANDARDS

EXISTING PARCELS 01 AND 02, TOTALING 21,875 SQUARE FEET, ARE BEING RECONFIGURED INTO FIVE (5) LOTS 1, 2, 3, 4, AND 5 AS SHOWN ON THE PROPOSED SITE PLAN. (REFERENCE PROJECT BACKGROUND, SHEET 1) LOTS 1, 2, AND 3 WILL BE SINGLE FAMILY HOMES AND LOTS 4 AND 5 WILL BE A TWO-UNIT RESIDENCE. THERE IS AN OPTION FOR A DETACHED ACCESSORY STRUCTURE ON LOTS 2, 3, AND 4.

- GENERAL REGULATIONS: UNLESS OTHERWISE PROVIDED FOR IN THIS PUD OR SUBSEQUENT AMENDMENTS, THE PROVISIONS, STANDARDS, REGULATIONS, AND PROCEDURES PERTINENT TO AN APPLICATION FOR THE DEVELOPMENT OF LAND WITHIN THIS PUD ZONE DISTRICT COMPLIES WITH THE RIC ZONE DISTRICT OF THE CITY OF ENGLEWOOD EXCEPT FOR ITEMS NOTED IN THE FOLLOWING SECTIONS.

2. MINIMUM SETBACKS FOR PRINCIPLE STRUCTURES

	LOT 1	LOTS 2 & 3	LOTS 4 & 5
FRONT	15' TO PORCH	15' TO PORCH 20' TO HOUSE	8' TO PORCH 16' TO BUILDING
SIDE	NORTH 2.3' SOUTH 3'	3'	NORTH 10' SOUTH 0'
REAR	45' TO HOUSE	45' TO HOUSE	50' TO BUILDING

- LOT 1 HAS AN EXISTING HOUSE. INITIALLY, THIS HOUSE WILL REMAIN, BUT IF A NEW SINGLE FAMILY HOME IS BUILT ON THIS LOT, IT MUST COMPLY WITH THE SETBACKS FOR LOTS 2 AND 3 LISTED ABOVE.
- LOTS 2 AND 3 COMPLY WITH ZONE DISTRICT RIC, ONE-UNIT DWELLING ON A SMALL LOT (4,500 SQ. FT.), ON THE REAR AND SIDE SETBACKS, THE FRONT SETBACK DIFFERS. THE OPTIONAL 3-CAR GARAGE WILL HAVE A 1' SETBACK ON THE NORTH SIDE.
- LOTS 4 AND 5 HAVE AN EXISTING BUILDING THAT WILL INITIALLY REMAIN AND BE CONVERTED INTO A TWO-UNIT RESIDENCE.

3. MAX BUILDING HEIGHTS FOR PRINCIPLE STRUCTURES

	LOT 1	LOTS 2 & 3	LOTS 4 & 5
MAX HEIGHT	32'	32'	32'

4. MINIMUM SETBACKS FOR REAR GARAGES & DETACHED ACCESSORY STRUCTURES

	LOT 1	LOTS 2, 3, & 4	LOT 5
SIDE	NORTH 2.3' SOUTH 3'	3-CAR GARAGE: NORTH 1' SOUTH 9'	3'
REAR	5.9'	6'	6'

5. MAX BUILDING HEIGHT FOR REAR GARAGES & DETACHED ACCESSORY STRUCTURES

	LOT 1	LOTS 2, 3, & 4	LOT 5
MAX HEIGHT	16'	32'	16'

PUD DISTRICT DEVELOPMENT STANDARDS (CONT.)

6. MIN LOT AREA (SQ. FT.)

MIN LOT AREA (SQ. FT.)	LOT 1	LOTS 2 & 3	LOTS 4 & 5
	4,000	4,500	3,500

- LOTS 1-5 TOTAL 21,875 SQUARE FEET, (0.50 ACRES).
- LOTS 2 AND 3 COMPLY WITH ZONE DISTRICT RIC, ONE-UNIT DWELLING ON A SMALL LOT (4,500 SQ. FT.)

7. MAX LOT COVERAGE (%)

MAX LOT COV. (%)	LOT 1	LOTS 2 & 3	LOTS 4 & 5
	60%	50%	60%

- LOT COVERAGE INCLUDES COVERED PORCHES, GARAGES, AND PORTIONS OF DRIVEWAYS WIDER THAN 12'.
- LOT 1 HAS AN EXISTING HOUSE. IF A NEW SINGLE FAMILY HOME IS BUILT ON THIS LOT, IT MAY NOT EXCEED 60% LOT COVERAGE.
- LOTS 4 AND 5 HAVE AN EXISTING BUILDING THAT WILL REMAIN. IF A NEW STRUCTURE IS BUILT ON THESE LOTS IT MAY NOT EXCEED 60% LOT COVERAGE.

8. BULK PLANE

- LOT 1 HAS AN EXISTING HOUSE AND GARAGE THAT DO NOT MEET CURRENT BULK PLANE STANDARDS. ANY NEW CONSTRUCTION SHALL MEET THE BULK PLANE DIAGRAM ON SHEET 3.
- LOTS 2 AND 3 SHALL MEET THE BULK PLANE ON SHEET 3.
- LOTS 4 AND 5 HAVE AN EXISTING BUILDING AND DOES NOT MEET CURRENT BULK PLANE STANDARDS. ANY NEW CONSTRUCTION SHALL MEET THE BULK PLANE DIAGRAM ON SHEET 3.

PARKING FOR LOTS 1-5 SHALL MEET PARKING REQUIREMENTS AS SPECIFIED PER CITY OF ENGLEWOOD UNIFIED DEVELOPMENT CODE SECTION 16-4-4, TABLE 16-4-4.1.

- LOTS 1, 2, AND 3 SHALL HAVE A MINIMUM OF 2 SPACES PER SINGLE FAMILY DETACHED DWELLING UNIT.
- LOTS 4 AND 5 SHALL HAVE A MINIMUM OF 2 SPACES PER TWO-UNIT RESIDENCE.
- LOTS 2, 3, AND 4 SHALL HAVE A MINIMUM OF 1 SPACE PER DETACHED ACCESSORY STRUCTURE.

10. SIGNAGE

SIGNAGE SHALL COMPLY WITH THE CITY OF ENGLEWOOD UNIFIED DEVELOPMENT CODE.

11. FENCING

FENCING SHALL COMPLY WITH THE CITY OF ENGLEWOOD UNIFIED DEVELOPMENT CODE.

12. LANDSCAPING AND SCREENING

LANDSCAPING AND SCREENING SHALL COMPLY WITH THE CITY OF ENGLEWOOD UNIFIED DEVELOPMENT CODE SECTION 16-6-7.

- REFERENCE PUD LANDSCAPING PLAN, SHEET 07.
- LOTS 1-5 SHALL COMPLY WITH TABLE 16-6-7.3, CITY OF ENGLEWOOD UNIFIED DEVELOPMENT CODE.

13. DETACHED ASSESSORY STRUCTURE

- THE DETACHED ACCESSORY STRUCTURE SHALL HAVE A SEPARATE, OUTSIDE ENTRANCE.
- THE EXTERIOR MATERIALS AND COLORS OF THE DETACHED ACCESSORY STRUCTURE SHALL COMPLEMENT THE OVERALL CHARACTER OF THE PRINCIPAL DWELLING.
- PROPERTY OWNERS ARE RESPONSIBLE FOR THE CONTINUING CARE AND MAINTENANCE OF THE DETACHED ACCESSORY STRUCTURE.
- PEDESTRIAN ACCESS TO THE DETACHED ACCESSORY STRUCTURE/ REAR GARAGE SHALL BE PROVIDED FROM THE PUBLIC SIDEWALK THROUGH EACH LOT (WITHOUT REQUIRING PEDESTRIANS AND GUESTS TO USE ALLEY).

14. LIGHTING

EXTERIOR LIGHTING SHALL BE DOWNCAST, FULL CUT OFF LAMPS.

ALLOWED USES

RESIDENTIAL USES

- GROUP LIVING: GROUP LIVING FACILITY, SMALL PERMITTED
- HOUSEHOLD LIVING: ONE-UNIT DWELLING ON SMALL LOT PERMITTED
ONE-UNIT DWELLING PERMITTED
MULTI-UNIT DWELLING PERMITTED
DETACHED ACCESSORY STRUCTURE PERMITTED

PUBLIC/INSTITUTIONAL USES (MIN. 24,000 SF OF LOT AREA REQUIRED)

- GOVERNMENT AND CITY: ANY OTHER BUILDINGS AND FACILITIES NOT SPECIFIED UNDER THE PUBLIC/INSTITUTIONAL USES CATEGORY. PERMITTED
- PARKS AND OPEN SPACE: ATHLETIC FIELD PERMITTED
COMMUNITY GARDEN CONDITIONAL
PARK PERMITTED
- RELIGIOUS ASSEMBLIES: RELIGIOUS INSTITUTIONS AND ACCESSORIES PERMITTED
- SCHOOL: EDUCATION INSTITUTION PERMITTED
- TELECOMMUNICATION FACILITY: ALTERNATIVE TOWER STRUCTURE PERMITTED
ANTENNA PERMITTED
TOWER STRUCTURE CONDITIONAL
- UTILITY FACILITY: MINOR UTILITY FACILITY CONDITIONAL

COMMERCIAL USES (MIN. 24,000 SF OF LOT AREA REQUIRED)

- DEPENDENT CARE: DEPENDENT CARE, LESS THAN 24 HOURS CONDITIONAL

ACCESSORY USES

AS LISTED IN ENGLEWOOD MUNICIPAL CODE TITLE 16 – UNIFIED DEVELOPMENT CODE.

TEMPORARY USES

AS LISTED IN ENGLEWOOD MUNICIPAL CODE TITLE 16 – UNIFIED DEVELOPMENT CODE.

ALLOWED USES (CONT.)

DETACHED ACCESSORY STRUCTURE USES

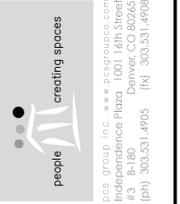
THE DETACHED ACCESSORY STRUCTURE ABOVE THE GARAGES ON LOTS 2-4 SHALL BE LIMITED TO 400 SF OF INTERIOR SPACE WITH THE OPTION TO ADD AN EXTERIOR PATIO OVER THE GARAGE.

- HOME OCCUPATION:** HOME OCCUPATIONS CUSTOMARILY INCIDENTAL TO THE PRINCIPAL USE AS A RESIDENCE MAY BE ALLOWED WHEN CONDUCTED IN THE PRIMARY DWELLING UNIT AND/OR IN THE DETACHED ACCESSORY STRUCTURE, PROVIDED THE FOLLOWING STANDARDS ARE MET:
 - ONLY TWO (2) TOTAL HOME OCCUPATIONS SHALL BE PERMITTED WITHIN EACH PROPERTY OF LOTS 2-4 (ONE MAXIMUM IN THE PRIMARY DWELLING UNIT AND ONE MAXIMUM IN THE DETACHED ACCESSORY STRUCTURE).
 - ONLY ONE (1) HOME OCCUPATION SHALL BE ALLOWED ON LOT 1 AND LOT 5.
 - THE HOME OCCUPATION(S) SHALL BE OPERATED ENTIRELY INDOORS AND ONLY BY THE PERSON OR PERSONS MAINTAINING A DWELLING UNIT ON THE PROPERTY.
 - ALL PROVISIONS OF TITLE 16 SECTION 16-5-4.C.1 AS AMENDED SHALL APPLY TO HOME OCCUPATIONS UNLESS OTHERWISE MODIFIED BY THIS PUD.
- SECONDARY SUITES:** A DWELLING UNIT THAT IS CONTAINED WITHIN THE DETACHED ACCESSORY STRUCTURE SHALL BE ALLOWED PROVIDED THE FOLLOWING STANDARDS ARE MET:
 - ONLY ONE (1) SECONDARY SUITE SHALL BE PERMITTED PER DWELLING UNIT ON LOTS 2, 3, AND 4.
 - THE SECONDARY SUITE SHALL NOT HAVE SEPARATE OWNERSHIP FROM THE PRINCIPLE HOME ON THE LOT.
 - THE SECONDARY SUITE SHALL ABIDE BY ALL BUILDING CODE PROVISIONS.
 - ONE ADDITIONAL PARKING SPACE SHALL BE PROVIDED IN ADDITION TO THE PARKING REQUIREMENTS FOR SINGLE FAMILY DETACHED DWELLING UNITS AS SPECIFIED PER CITY OF ENGLEWOOD UNIFIED DEVELOPMENT CODE SECTION 16-4-4, TABLE 16-4-4.1.**REQUIREMENTS:**
 - THE OWNER MUST RESIDE ON THE PROPERTY IN EITHER THE MAIN RESIDENCE OR THE SECONDARY SUITE.
 - SECONDARY SUITES SHALL NOT BE SUBDIVIDED OR FREE TO EXIST ON THEIR OWN.
 - SECONDARY SUITES SHALL BE INTENDED AS A RENTAL UNIT OR AS AN INDEPENDENT OPTION FOR FAMILY MEMBERS.
 - SECONDARY SUITES SHALL BE FOR FIXED RESIDENCE, NOT A TOURIST ACCOMMODATION.
 - SECONDARY SUITES SHALL HAVE ONE OR MORE HABITABLE ROOMS, BUT NOT MORE THAN TWO BEDROOMS AND ONE COOKING FACILITY, FOR THE RESIDENTIAL ACCOMMODATION OF: ONE OR MORE INDIVIDUALS WHO ARE RELATED THROUGH MARRIAGE OR COMMON LAW, BLOOD RELATIONSHIP, LEGAL ADOPTION, OR LEGAL GUARDIANSHIP; OR A GROUP OF NOT MORE THAN TWO UNRELATED PERSONS.
- FLEXIBLE SPACE:** SPACE IN THE DETACHED ACCESSORY STRUCTURE SHALL BE ALLOWED PROVIDED THE FOLLOWING STANDARDS ARE MET:
 - THE FLEXIBLE LIVING SPACE MUST ABIDE BY ALL BUILDING CODE PROVISIONS.
 - EXAMPLES OF FLEXIBLE LIVING SPACE INCLUDE (BY THE WAY OF EXAMPLE, BUT NOT LIMITED TO):
 - CRAFT OR HOBBY ROOM
 - ENTERTAINMENT SPACE, SUCH AS A HOME THEATER
 - HOME GYM
 - ART STUDIO
 - MUSIC/MEDIA ROOM
 - KIDS PLAYROOM
 - HOME SCHOOLING ROOM
 - ADDITIONAL STORAGE SPACE

DETACHED ACCESSORY STRUCTURE HABITABILITY/FINISHABILITY:

BUILDING PERMITS AND INSPECTIONS ARE REQUIRED TO FINISH ANY NON-HABITABLE SPACE INTO HABITABLE SPACE. BUILDING CODES ARE PERIODICALLY REVISED AND NON-HABITABLE SPACE THAT MAY BE FINISHED OR CONVERTED TO HABITABLE SPACE UNDER CURRENT BUILDING CODES MAY NOT BE ALLOWED TO BE CONVERTED OR FINISHED UNDER CODE REVISIONS ADOPTED IN THE FUTURE.

04/09/2014
SUBMITTAL:
REVISION # / DATE:



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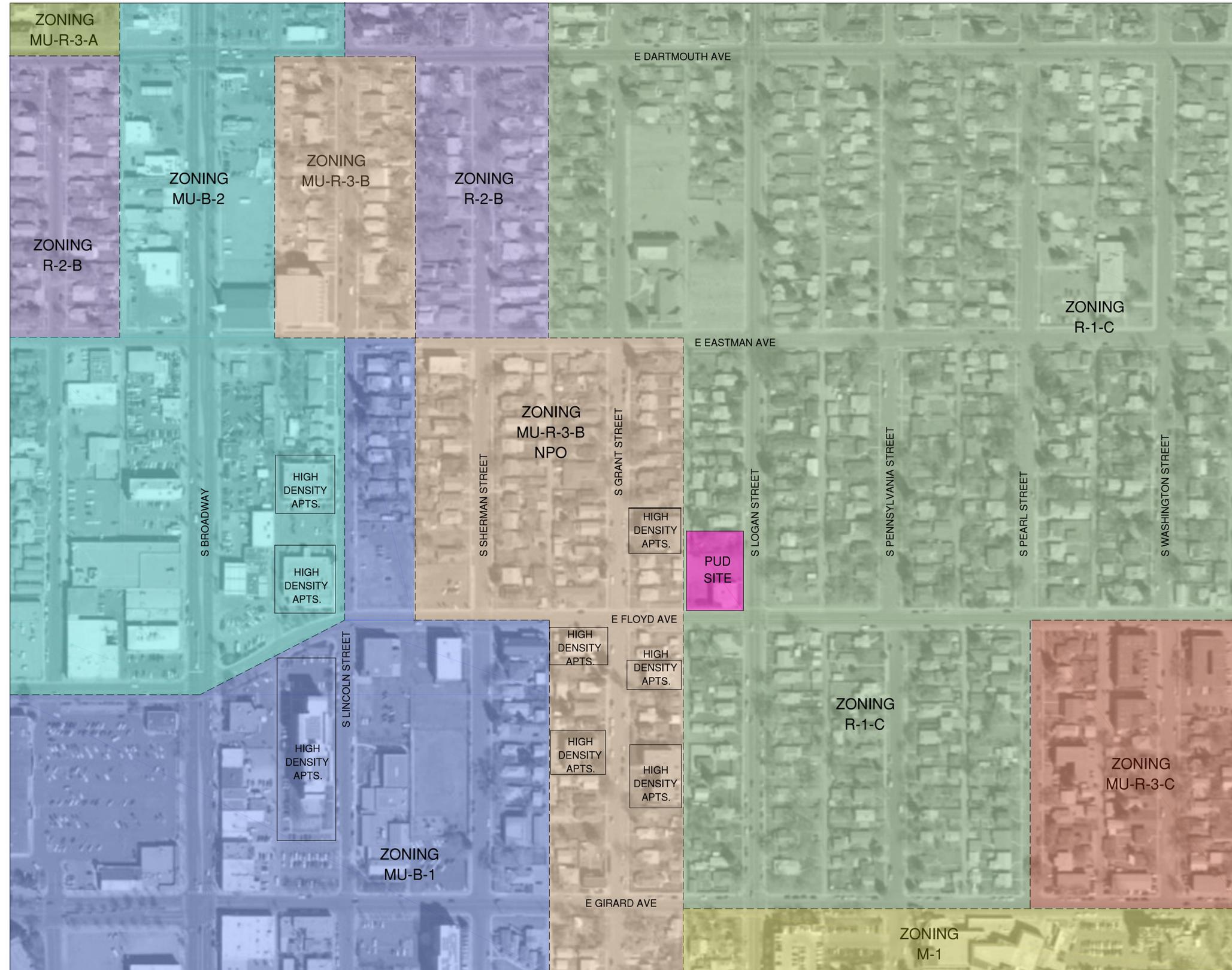
3299 S. LOGAN STREET
RESIDENCES

PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

DISTRICT
PLAN

SHEET 02 of 09

EXISTING SITE PLAN



ZONING BOUNDARY



SUBMITTAL:	04/08/2014
REVISION # / DATE:	

people creating spaces

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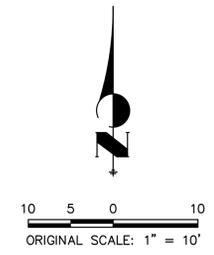
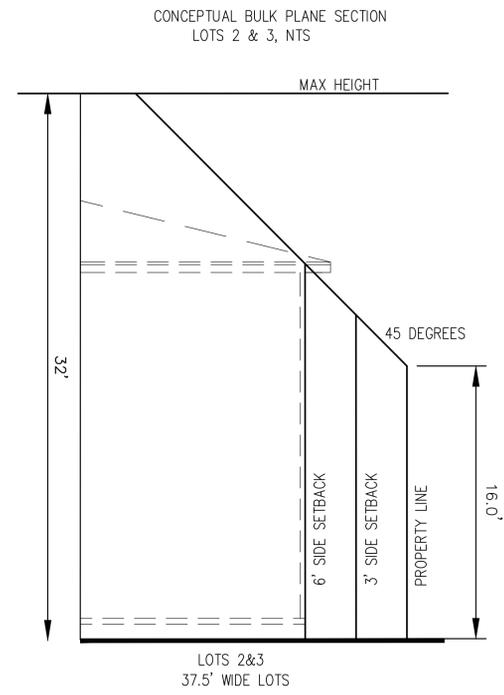
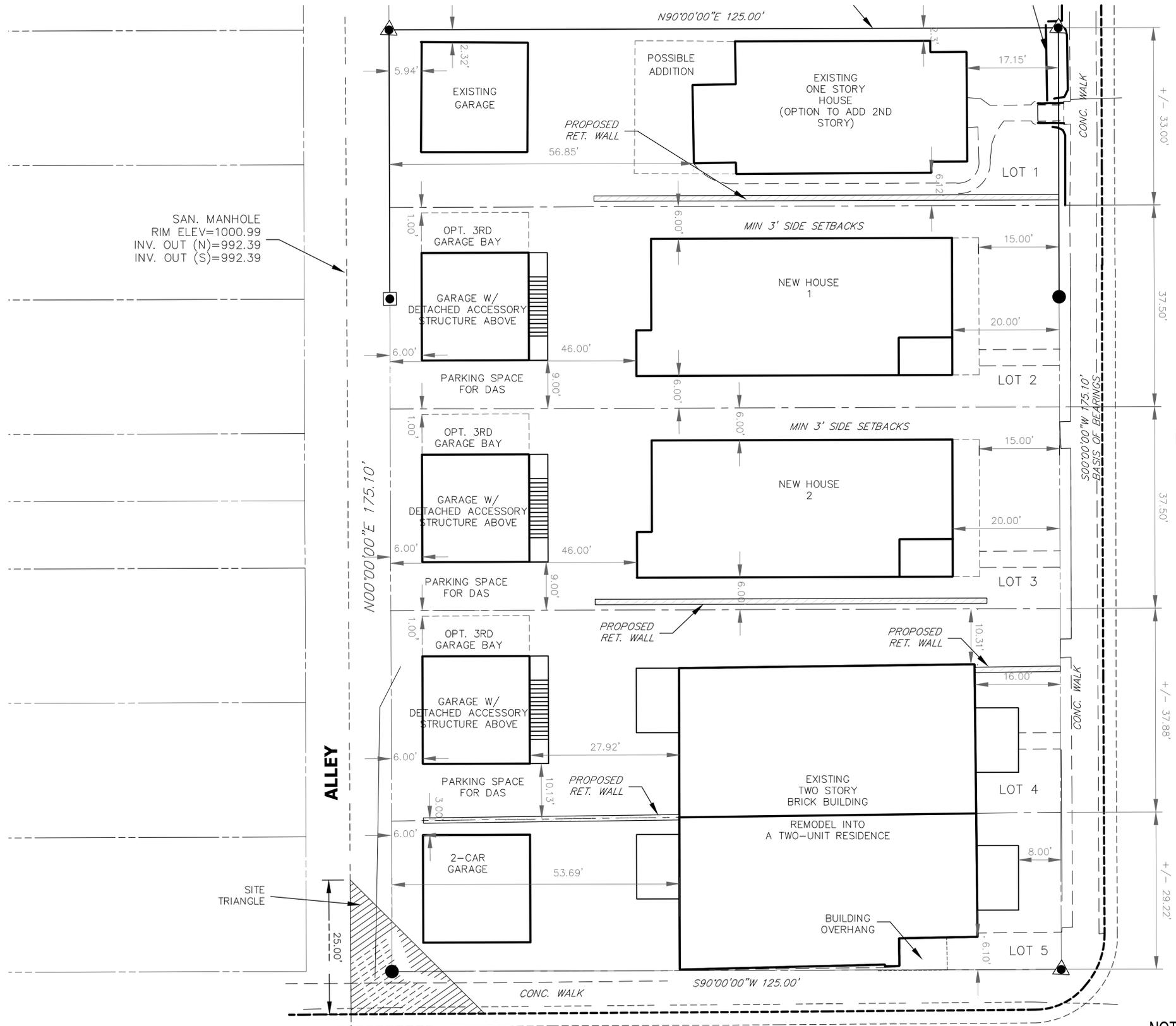
SHADOW CREEK HOMES

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3299 S. LOGAN STREET
 RESIDENCES

PLANNED UNIT DEVELOPMENT
 ENGLEWOOD, COLORADO

3299 S. LOGAN STREET RESIDENCES PROPOSED SITE PLAN



BLOCK 8
SOUTH LOGAN STREET
(60' RIGHT-OF-WAY)

NOTE: BUILDING FOOTPRINTS ARE CONCEPTUAL AND SUBJECT TO CHANGE

SUBMITTAL:	04/08/2014
REVISION # / DATE:	

people creating spaces

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SHADOW CREEK HOMES

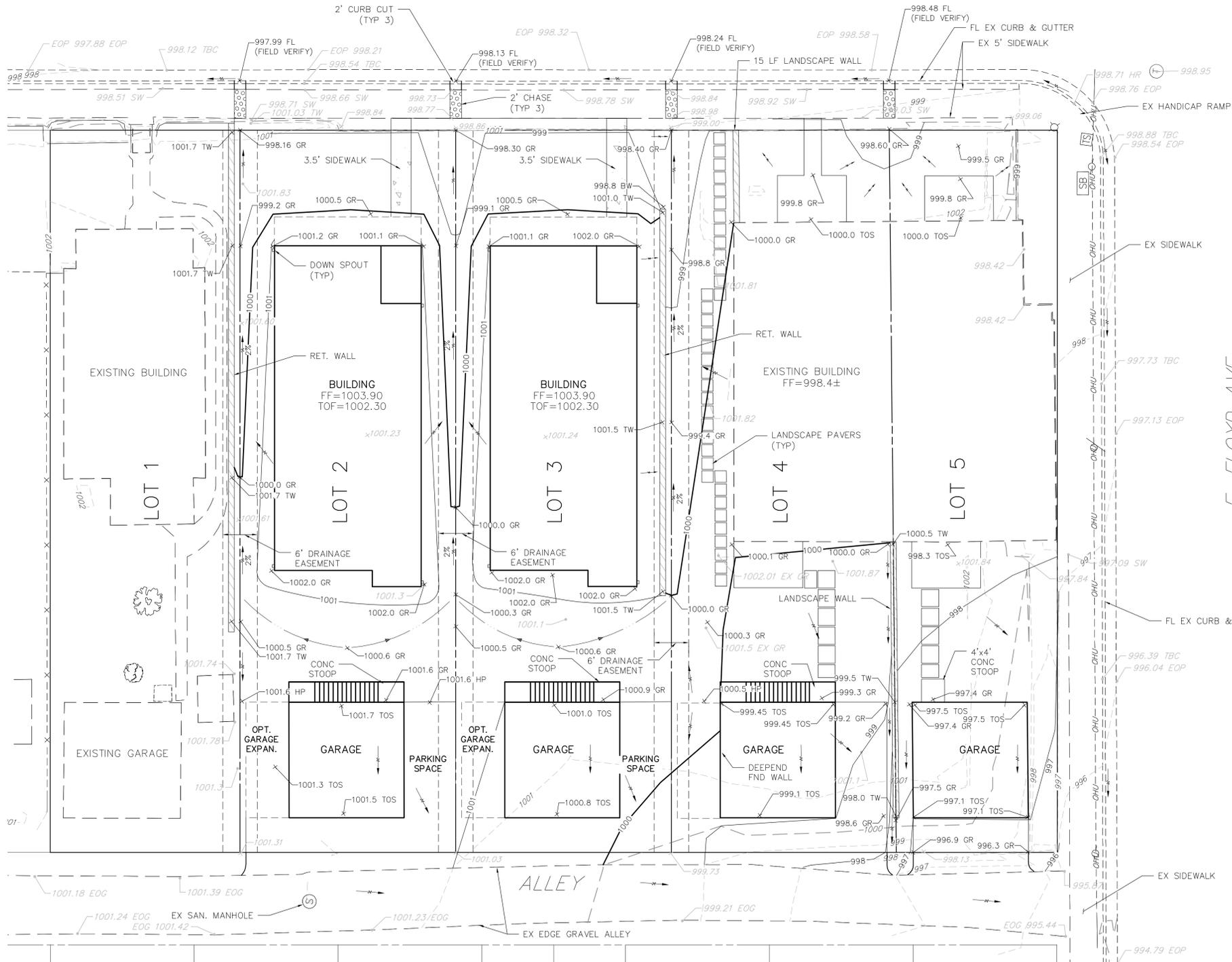
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3299 S. LOGAN STREET
RESIDENCES

PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

3299 S. LOGAN STREET RESIDENCES PLANNED UNIT DEVELOPMENT

S LOGAN ST.



GRADING/EROSION CONTROL NOTES

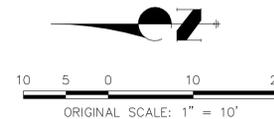
1. THE EROSION CONTROL INSPECTOR MUST BE NOTIFIED AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO ANY CONSTRUCTION ON THIS SITE.
2. THERE SHALL BE NO EARTH-DISTURBING ACTIVITY OUTSIDE THE LIMITS DESIGNATED ON THE ACCEPTED PLANS.
3. ALL REQUIRED PERIMETER SILT AND CONSTRUCTION FENCING SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY (STOCKPILING, STRIPPING, GRADING, ETC). ALL OTHER REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED AT THE APPROPRIATE TIME IN THE CONSTRUCTION SEQUENCE AS INDICATED IN THE APPROVED PROJECT SCHEDULE, CONSTRUCTION PLANS, AND EROSION CONTROL REPORT.
4. AT ALL TIMES DURING CONSTRUCTION, THE DEVELOPER SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING ON-SITE EROSION INCLUDING KEEPING THE PROPERTY SUFFICIENTLY WATERED SO AS TO MINIMIZE WIND-BLOWN SEDIMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL EROSION CONTROL FACILITIES SHOWN HEREIN.
5. PRE-DISTURBANCE VEGETATION SHALL BE PROTECTED AND RETAINED WHEREVER POSSIBLE. REMOVAL OR DISTURBANCE OF EXISTING VEGETATION SHALL BE LIMITED TO THE AREA(S) REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS, AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.
6. ALL SOILS EXPOSED DURING LAND DISTURBING ACTIVITY (STRIPPING, GRADING, UTILITY INSTALLATIONS, STOCKPILING, FILLING, ETC.) SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING OR DISKING ALONG LAND CONTOURS UNTIL MULCH, VEGETATION, OR OTHER PERMANENT EROSION CONTROL BMPs ARE INSTALLED. NO SOILS IN AREAS OUTSIDE PROJECT STREET RIGHTS-OF-WAY SHALL REMAIN EXPOSED BY LAND DISTURBING ACTIVITY FOR MORE THAN THIRTY (30) DAYS BEFORE REQUIRED TEMPORARY OR PERMANENT EROSION CONTROL (E.G. SEED/MULCH, LANDSCAPING, ETC.) IS INSTALLED, UNLESS OTHERWISE APPROVED BY THE LOCAL ENTITY.
7. IN ORDER TO MINIMIZE EROSION POTENTIAL, ALL TEMPORARY (STRUCTURAL) EROSION CONTROL MEASURES SHALL:
 - A. BE INSPECTED AT A MINIMUM OF ONCE EVERY TWO (2) WEEKS AND AFTER EACH SIGNIFICANT STORM EVENT AND REPAIRED OR RECONSTRUCTED AS NECESSARY IN ORDER TO ENSURE THE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION.
 - B. REMAIN IN PLACE UNTIL SUCH TIME AS ALL THE SURROUNDING DISTURBED AREAS ARE SUFFICIENTLY STABILIZED AS DETERMINED BY THE EROSION CONTROL INSPECTOR.
 - C. BE REMOVED AFTER THE SITE HAS BEEN SUFFICIENTLY STABILIZED AS DETERMINED BY THE EROSION CONTROL INSPECTOR.
8. WHEN TEMPORARY EROSION CONTROL MEASURES ARE REMOVED, THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CLEAN UP AND REMOVAL OF ALL SEDIMENT AND DEBRIS FROM ALL DRAINAGE INFRASTRUCTURE AND OTHER PUBLIC FACILITIES.
9. THE CONTRACTOR SHALL CLEAN UP ANY INADVERTENT DEPOSITED MATERIAL IMMEDIATELY AND MAKE SURE STREETS ARE FREE OF ALL MATERIALS BY THE END OF EACH WORKING DAY.
10. ALL RETAINED SEDIMENTS, PARTICULARLY THOSE ON PAVED ROADWAY SURFACES, SHALL BE REMOVED AND DISPOSED OF IN A MANNER AND LOCATION SO AS NOT TO CAUSE THEIR RELEASE INTO ANY WATERS OF THE UNITED STATES.
11. NO SOIL STOCKPILE SHALL EXCEED TEN (10) FEET IN HEIGHT. ALL SOIL STOCKPILES SHALL BE PROTECTED FROM SEDIMENT TRANSPORT BY SURFACE ROUGHENING, WATERING, AND PERIMETER SILT FENCING. ANY SOIL STOCKPILE REMAINING AFTER THIRTY (30) DAYS SHALL BE SEEDED AND MULCHED.
12. CITY ORDINANCE AND COLORADO DISCHARGE PERMIT SYSTEM (CDPS) REQUIREMENTS MAKE IT UNLAWFUL TO DISCHARGE OR ALLOW THE DISCHARGE OF ANY POLLUTANT OR CONTAMINATED WATER FROM CONSTRUCTION SITES. POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO DISCARDED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, OIL AND GAS PRODUCTS, LITTER, AND SANITARY WASTE. THE DEVELOPER SHALL AT ALL TIMES TAKE WHATEVER MEASURES ARE NECESSARY TO ASSURE THE PROPER CONTAINMENT AND DISPOSAL OF POLLUTANTS ON THE SITE IN ACCORDANCE WITH ANY AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
14. A DESIGNATED AREA SHALL BE PROVIDED ON SITE FOR CONCRETE TRUCK CHUTE WASHOUT. THE AREA SHALL BE CONSTRUCTED SO AS TO CONTAIN WASHOUT MATERIAL AND LOCATED AT LEAST FIFTY (50) FEET AWAY FROM ANY WATERWAY DURING CONSTRUCTION. UPON COMPLETION OF CONSTRUCTION ACTIVITIES THE CONCRETE WASHOUT MATERIAL WILL BE REMOVED AND PROPERLY DISPOSED OF PRIOR TO THE AREA BEING RESTORED.
15. TO ENSURE THAT SEDIMENT DOES NOT MOVE OFF OF PARCELS UNDER CONSTRUCTION, ONE OR MORE OF THE FOLLOWING SEDIMENT/EROSION CONTROL BMPs SHALL BE INSTALLED AND MAINTAINED UNTIL THE LOTS ARE SUFFICIENTLY STABILIZED.
 - A. BELOW ALL GUTTER DOWNSPOUTS.
 - B. OUT TO DRAINAGE SWALES.
 - C. ALONG DOWNSTREAM LOT LINES.
 - D. OTHER LOCATIONS, IF NEEDED.
 INSTALL BMPs AS SHOWN ON THE EROSION CONTROL PLANS PROVIDED HEREIN.
16. CONDITIONS IN THE FIELD MAY WARRANT EROSION CONTROL MEASURES IN ADDITION TO WHAT IS SHOWN ON THESE PLANS. THE DEVELOPER SHALL IMPLEMENT WHATEVER MEASURES ARE DETERMINED NECESSARY, AS DIRECTED BY THE CITY/COUNTY/STATE.
17. A VEHICLE TRACKING CONTROL PAD SHALL BE INSTALLED WHEN NEEDED FOR CONSTRUCTION EQUIPMENT, INCLUDING BUT NOT LIMITED TO PERSONAL VEHICLES EXITING EXISTING ROADWAYS. NO EARTHEN MATERIALS, I.E. STONE, DIRT, ETC. SHALL BE PLACED IN THE CURB & GUTTER OR ROADWAY AS A RAMP TO ACCESS TEMPORARY STOCKPILES, STAGING AREAS, CONSTRUCTION MATERIALS, CONCRETE WASHOUT AREAS, AND/OR BUILDING SITES.

BENCHMARK

ALL VERTICAL INFORMATION IS BASED ON A SITE ASSUME DATUM OF 1,000.00 FEET.

LEGEND

	EXISTING MINOR/1' CONTOUR
	EXISTING MAJOR/5' CONTOUR
	PROPOSED MINOR/1' CONTOUR
	PROPOSED MAJOR/5' CONTOUR
	PROPOSED SPOT ELEVATION
	EXISTING SPOT ELEVATIONS
	FLOW LINE
	GRADE
	HIGH POINT
	FINISHED FLOOR
	TOP OF SLAB
	TOP OF FOUNDATION
	EDGE OF PAVEMENT
	EDGE OF GRAVEL
	TOP OF WALL
	SIDEWALK
	BOTTOM OF WALL
	FLOW DIRECTION



811
Know what's below.
Call before you dig.

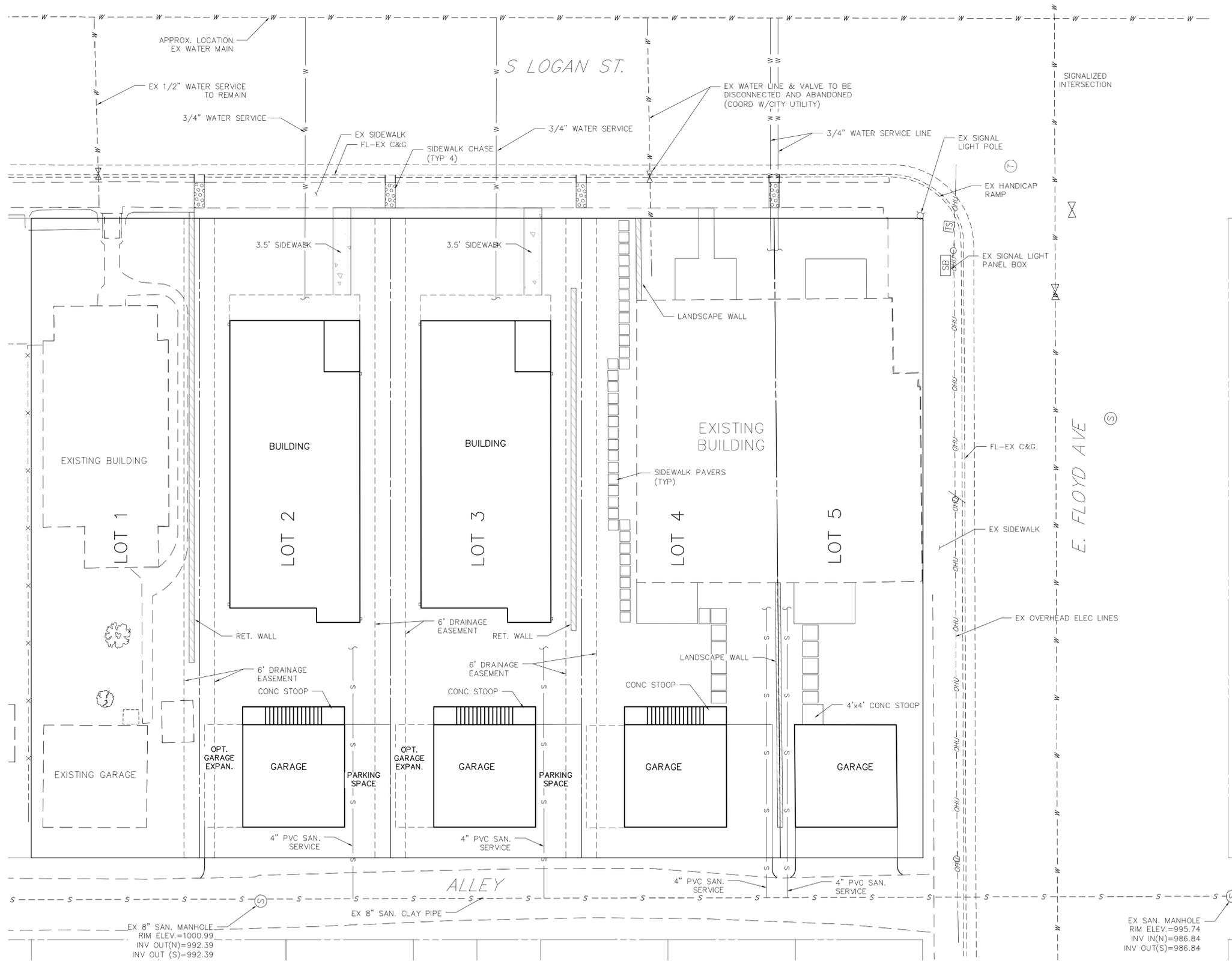
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3299 S. LOGAN STREET
RESIDENCES
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

GRADING &
DRAINAGE PLAN
SHEET 05 of 09

3299 S. LOGAN STREET RESIDENCES PLANNED UNIT DEVELOPMENT



CONTRACTOR & DEVELOPER GENERAL NOTES

- ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF PUBLIC IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS OF THE CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE MOST RESTRICTIVE STANDARD SHALL APPLY. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE INSPECTED AND APPROVED BY THE CITY OF ENGLEWOOD.
- ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
- ALL SANITARY SEWER, STORM SEWER, AND WATER LINE CONSTRUCTION, AS WELL AS POWER AND OTHER DRY-BID INSTALLATIONS, SHALL CONFORM TO THE CITY OF ENGLEWOOD STANDARDS AND SPECIFICATIONS, CURRENT AT THE DATE OF APPROVAL OF THE PLANS BY THE CITY OF ENGLEWOOD ENGINEER.
- THE TYPE, SIZE, LOCATION AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK BEFORE COMMENCING NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISCOVERY OF THE LOCATION OF EXISTING UNDERGROUND UTILITIES.
- THE DEVELOPER/CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AT 1-800-922-1987, AT LEAST 2 WORKING DAYS PRIOR TO BEGINNING EXCAVATION OR GRADING, TO HAVE ALL REGISTERED UTILITY LOCATIONS MARKED. OTHER UNREGISTERED UTILITY ENTITIES (I.E. DITCH / IRRIGATION COMPANY) ARE TO BE LOCATED BY CONTACTING THE RESPECTIVE REPRESENTATIVE. UTILITY SERVICE LATERALS ARE ALSO TO BE LOCATED PRIOR TO BEGINNING EXCAVATION OR GRADING. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
- IF A CONFLICT EXISTS BETWEEN EXISTING AND PROPOSED UTILITIES AND/OR A DESIGN MODIFICATION IS REQUIRED, THE DEVELOPER SHALL COORDINATE WITH THE ENGINEER TO MODIFY THE DESIGN. DESIGN MODIFICATION(S) MUST BE APPROVED BY THE CITY OF ENGLEWOOD PRIOR TO BEGINNING CONSTRUCTION.
- THE MINIMUM COVER OVER WATER LINES IS 5.0 FEET AND THE MAXIMUM COVER IS 6.5 FEET UNLESS OTHERWISE NOTED IN THE PLANS AND APPROVED BY THE WATER UTILITY.
- THE DEVELOPER SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF THE COLORADO PERMIT FOR STORM WATER DISCHARGE (CONTACT COLORADO DEPARTMENT OF HEALTH, WATER QUALITY CONTROL DIVISION, (303) 692-3590), THE STORM WATER MANAGEMENT PLAN, AND THE EROSION CONTROL PLAN.
- TEMPORARY EROSION CONTROL DURING CONSTRUCTION SHALL BE PROVIDED AS SHOWN ON THE EROSION CONTROL PLAN IF REQUIRED BY THE CITY OF ENGLEWOOD. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE DEVELOPER, UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREA IS STABILIZED WITH HARD SURFACE, SEEDING OR LANDSCAPING.
- NO WORK MAY COMMENCE WITHIN ANY IMPROVED OR UNIMPROVED PUBLIC RIGHT-OF-WAY UNTIL A RIGHT-OF-WAY PERMIT OR DEVELOPMENT CONSTRUCTION PERMIT IS OBTAINED, IF APPLICABLE.

BENCHMARK

ALL VERTICAL INFORMATION IS BASED ON A SITE ASSUMED DATUM OF 1,000.00 FEET.

LEGEND

EXISTING WATER LINE	---
EXISTING SAN SEWER LINE	- - - - -
EXISTING OVERHEAD ELEC	- - - - - OHU
EXISTING BUILDING	---
PROPOSED WATER LINE	---
PROPOSED SAN SEWER LINE	- - - - -
EX STREET LIGHT	⊛
EX SIGN	⊠
EX VALVE	⊗
EX TRAFFIC SIGNAL BOX	⊠
UTILITY POLE	⊠
GUY ANCHOR	⊠
GUY POLE	⊠
EX METER	⊠
TELEPHONE PEDESTAL	⊠
CLEAN-OUT	⊠
EX SAN MANHOLE	⊠



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3299 S. LOGAN STREET
RESIDENCES

UTILITY
PLAN
SHEET 06 of 09

3299 S. LOGAN STREET RESIDENCES PLANNED UNIT DEVELOPMENT

SITE CALCULATIONS

	LOT #1	LOT #2	LOT #3	LOT #4	LOT #5	TOTAL
SITE AREA (sf) *	4,125	4,688	4,688	4,805	3,580	21,885
EXISTING LOT COVERAGE STRUCTURES						
SINGLE FAMILY	1,150			1,535	1,487	1,150
MULTI-FAMILY GARAGES	407					3,022
PROPOSED STRUCTURES						
GARAGES		550	550	550	410	2,060
RESIDENTIAL	350	1,583	1,583			3,516
2 STORY PATIO	49	96	96	182	178	360
DRIVEWAY (EXCEEDING 12 FT)				96	78	414
TOTAL STRUCTURE (sf)	1,907	2,229	2,229	2,363	2,153	10,880
PERCENT OF SITE (sf)	46.2%	47.5%	47.5%	49.2%	60.1%	49.7%
MATERIAL REQUIREMENT **						
MINIMUM RLA AREA (sf) (40% OF SITE)	1,650	1,875	1,875	1,922	1,432	8,754
RLA AREA PROPOSED	1,772	2,205	2,205	2,151	1,285	9,618
PROPOSED LANDSCAPE AREA OF SITE	43%	47%	47%	45%	36%	44%
LIVING LANDSCAPE MIN. (sf) (70% OF RLA)	1,240	1,544	1,544	1,506	900	6,128
LIVING LANDSCAPE PROPOSED (sf)	1,000	1,334	1,334	1,800	1,100	6,568
% OF RLA AS LIVING LANDSCAPE	56%	60%	60%	84%	86%	75%
TOTAL REQUIRED TREES (TRT)	3	3	3	3	2	14
REQ. TREES: STRUCTURE TO CURB	2	2	2	2	1	9
TOTAL PROVIDED TREES	3	3	3	4	4	17
TOTAL REQUIRED SHRUBS (TRS)	17	19	19	19	14	88
REQ. SHRUBS: STRUCTURE TO CURB	5	6	6	6	5	29
TOTAL PROVIDED SHRUBS	21	21	22	42	31	137
TOTAL PROVIDED ORNAMENTALS	4	19	19	26	20	88
IRRIGATION TAP						
DOMESTIC AUTOMATIC	1	1	1	1	1	5

* QUANTITIES DEPICT SQUARE FOOTAGE OF PROPOSED AND EXISTING STRUCTURES ON THE SITE
 ** QUANTITIES DEPICT SQUARE FOOTAGE AND LANDSCAPE REQUIREMENTS ACCORDING TO SECTION 16-6-7 THE CITY OF ENGLEWOOD MUNICIPAL CODE WITHIN THE PROPERTY BOUNDARY.

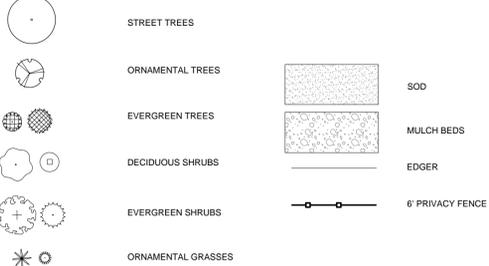
GENERAL NOTES

- FINAL CONSTRUCTION DOCUMENTS SUBMITTED TO THE CITY SHALL CONFORM TO THE REQUIREMENTS OUTLINED WITHIN THIS PUD SUBMITTAL.
- LANDSCAPE PLANS DEPICTED ARE SCHEMATIC IN NATURE AND ARE SUBJECT TO MODIFICATIONS, THE DEVELOPER'S PROGRAM, THE BUILDING'S ARCHITECTURE AND TARGET DEMOGRAPHIC, OR OTHER NECESSARY REQUIREMENTS.
- THE LOCATION OF LANDSCAPE PLANTINGS MAY BE ALTERED TO PROVIDE ADEQUATE CLEARANCE FROM THE FINAL LOCATION OF UNDERGROUND UTILITIES. THE BASE OF DECIDUOUS TREES SHALL BE PLANTED NO CLOSER THAN 5' FROM WET UTILITIES. THE BASE OF EVERGREEN TREES SHALL BE PLANTED NO CLOSER THAN 10' FROM ALL WET UTILITIES UNLESS OTHERWISE DIRECTED BY THE CITY.
- GRASS AREAS DESIGNATED AS IRRIGATED TURF SHALL BE SEEDED OR SODDED WITH A DROUGHT TOLERANT GRASS MIXTURE.
- THE SIZE OF DECIDUOUS TREES SHALL BE A MINIMUM OF 2 1/2" CALIPER AND THE SIZE OF EVERGREEN TREES SHALL BE A MINIMUM OF 6'-8" IN HEIGHT.
- THE SIZE OF DECIDUOUS AND EVERGREEN SHRUBS SHALL BE A MINIMUM OF 5 GALLONS.
- THE SIZE OF ORNAMENTAL GRASSES AND PERENNIALS SHALL BE A MINIMUM OF 1 GALLON.
- THE QUANTITY AND LOCATION OF LANDSCAPE AND HARDSCAPE ELEMENTS DEPICTED MAY BE ALTERED WITHIN THE CONSTRUCTION DOCUMENTS, WITH THE INTENT OF RETAINING APPROXIMATE RLA AND LIVING LANDSCAPE TOTALS.
- WHENEVER POSSIBLE, MECHANICAL DEVICES SHALL BE SCREENED WITH LANDSCAPE MATERIAL.
- ALL LANDSCAPE IMPROVEMENTS SHALL BE DESIGNED AND INSTALLED WITH THE INTENT TO PRESERVE THE PEDESTRIAN EXPERIENCE WHILE ENSURING PUBLIC SAFETY AND MAINTAINING A HIGH AESTHETIC QUALITY WITHIN THE SITE.
- PLANT DIVERSITY SHOULD BE CONSIDERED WHEN SELECTING STREET TREES. THE MAXIMUM PERCENTAGE OF ANY ONE SHRUB OR TREE SPECIES ON SITE SHOULD NOT EXCEED 33%.
- FENCE LOCATIONS ARE CONCEPTUAL AND WILL BE FURTHER REFINED IN THE CONSTRUCTION DOCUMENTS.
- EACH LOT'S LANDSCAPE SHALL BE IRRIGATED USING THEIR OWN INDEPENDENT DOMESTIC TAP.

PLANTING STANDARDS

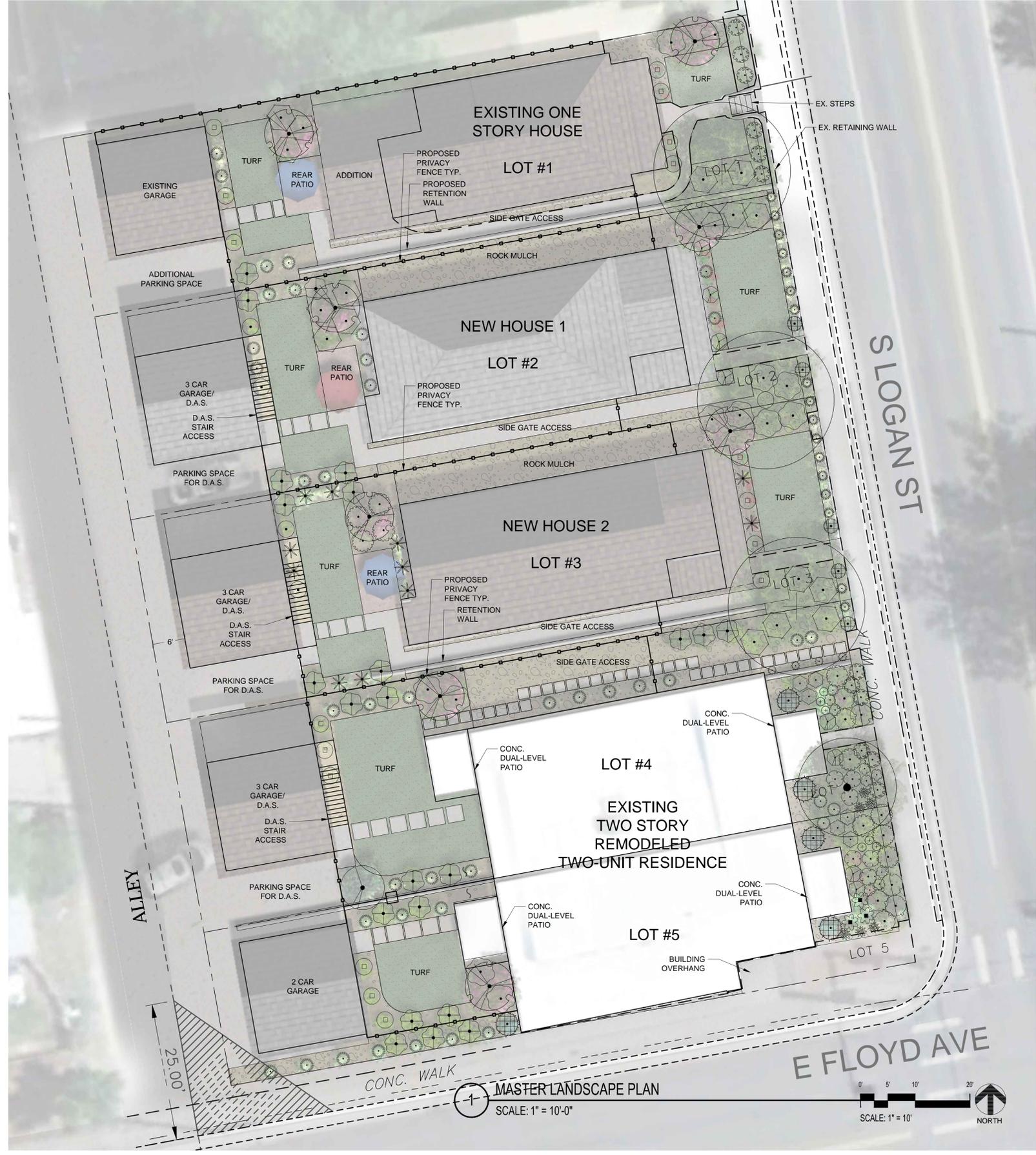
- THE REQUIRED LANDSCAPE AREA (OR RLA) SHALL BE CALCULATED FROM THE AGGREGATE OF THE TOTAL SITE AREA AND NOT FROM INDIVIDUAL LOTS.
- PER TABLE 16-6-7.3, A MINIMUM OF 40% OF THE TOTAL SITE AREA SHALL BE R.L.A.
- A MINIMUM OF 70% OF THE SQUARE FOOTAGE OF R.L.A. SHALL BE LIVING LANDSCAPE.
- A MINIMUM OF ONE TREE PER EVERY 625 SQUARE FEET OF REQUIRED LANDSCAPED AREA SHALL BE REQUIRED.
- A MINIMUM OF 50% OF TREE REQUIREMENTS SHALL BE PLANTED BETWEEN THE PRINCIPAL STRUCTURE AND CURB.
- WHEN THE REQUIRED LANDSCAPE AREA IS LESS THAN ONE THOUSAND TWO HUNDRED FIFTY (1,250) SQ. FT. A MINIMUM OF TWO TREES SHALL BE REQUIRED.
- A MINIMUM OF ONE SHRUB PER 100 SQUARE FEET OF LANDSCAPED AREA IS REQUIRED. A MINIMUM OF 30% OF SHRUB REQUIREMENTS SHALL BE PLANTED BETWEEN THE PRINCIPAL STRUCTURE AND CURB.
- A LOW WATER PLANT PALETTE IS PROPOSED. ADDITIONAL PLANTS MAY BE PROPOSED IN SUBSEQUENT PROCESSES.
- A DROUGHT TOLERANT PLANT PALETTE HAS BEEN SUGGESTED. ADDITIONAL PLANTS MAY BE PROPOSED IN SUBSEQUENT PROCESSES.
- A MINIMUM OF 1 STREET/CANOPY TREE WILL BE PLANTED WITHIN THE STREET-SCAPE AS PART OF THE TRT (EXCEPTION TO LOT 5-DUE TO SITE SIZE CONSTRAINTS). REMAINING TRT CAN BE FULFILLED BY ORNAMENTAL OR EVERGREEN TREES.

LANDSCAPE KEY



SUGGESTED PLANT PALETTE

- DECIDUOUS TREES**
 BOTANICAL NAME / COMMON NAME
 Acer freemanii / Autumn Blaze / Autumn Blaze Maple
 Existing Tree / Existing Tree
 Gleditsia triacanthos 'Imperial' / Imperial Honeylocust
 Koeleruteria paniculata / Golden Rain Tree
 Tilia americana 'Redmond' / Redmond American Linden
- EVERGREEN TREES**
 BOTANICAL NAME / COMMON NAME
 Juniperus scopulorum 'Skyrocket' / Skyrocket Juniper
 Pinus aristata 'Sherwood Compacta' / Dwarf Bristlecone Pine
- ORNAMENTAL TREES**
 BOTANICAL NAME / COMMON NAME
 Acer ginnala compactum / Compact Amur Maple
 Acer tataricum / Tatarian Maple
 Crataegus x mordenensis 'Toba' / Toba Hawthorn
 Malus x 'Radiant' / Radiant Crab Apple
 Malus x 'Spring Snow' / Spring Snow Crab Apple
 Prunus virginiana 'Shubert' / Canada Red Chokecherry
- ORNAMENTAL GRASSES**
 Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass
 Festuca glauca 'Elijah Blue' / Blue Fescue
 Helictotrichon sempervirens / Blue Oat Grass
 Miscanthus sinensis 'Morning Light' / Morning Light Silver Grass
 Miscanthus sinensis 'Variegatus' / Variegated Japanese Silver Grass
 Pennisetum alopecuroides / Fountain Grass
 Pennisetum alopecuroides 'Hamel' / Dwarf Fountain Grass
 Schizachyrium scoparium / Little Bluestem Grass
- DECIDUOUS SHRUBS**
 BOTANICAL NAME / COMMON NAME
 Berberis thunbergii 'Atropurpurea Nana' / Dwarf Redleaf Japanese Barberry
 Caryopteris x clandonensis 'Blue Mist' / Blue Mist Shrub
 Cornus canadensis / Eastern Redbud Multi-trunk
 Cornus sericea 'Kelsay' / Kelsay Dogwood
 Forsythia x intermedia 'Arnold's Dwarf' / Dwarf Forsythia
 Genista tinctoria 'Plena' / Woadwaxen
 Ligustrum vulgare 'Lodense' / Lodense Privet
 Potentilla fruticosa 'Gold Drop' / Gold Drop Potentilla
 Prunus besseyi 'Pawnee Buttes' / Sand Cherry
 Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac
 Ribes alpinum / Alpine Currant
 Spiraea x bumalda 'Anthony Waterer' / Anthony Waterer Spiraea
 Spiraea x bumalda 'Limemound' TM / Limemound Spirea
 Syringa meyeri 'Palibin' / Dwarf Korean Lilac
- EVERGREEN SHRUBS**
 BOTANICAL NAME / COMMON NAME
 Arctostaphylos x coloradoensis / Manzanita
 Arctostaphylos x coloradoensis 'Panchito' / Panchito Manzanita
 Buxus sinica insularis 'Wintergreen' / Wintergreen Korean Littleleaf Boxwood
 Cotoneaster dammeri 'Coral Beauty' / Bearberry Cotoneaster
 Cotoneaster horizontalis perpusillus / Perpusillus Rock Spray Cotoneaster
 Euonymus fortunei 'Colorata' / Purple-leaf Winter Creeper
 Juniperus horizontalis plumosa 'Youngstown' / Creeping Juniper
 Juniperus horizontalis 'Blue Chip' / Blue Chip Juniper
 Juniperus sabinna 'Arcadia' / Arcadia Juniper
 Juniperus sabinna 'Buffalo' / Buffalo Juniper
 Pinus mugo 'Mops' / Mugo Pine



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TENANT GARAGE SHRINER ENTRANCE PATIO SHRINER TWO-UNIT RESIDENCE SHRINER ENTRANCE PROPOSED RESIDENCE PROPOSED RESIDENCE REMODELED EX. RESIDENCE

1 CONCEPTUAL STREETSCAPE PERSPECTIVE*
LOOKING NORTHWEST AT THE CORNER OF S. LOGAN AND E. FLOYD NTS



2 CONCEPTUAL STREETSCAPE ELEVATION*
LOOKING AT THE WEST SIDE OF S. LOGAN ST NTS

SHRINER RESIDENCE TWO-UNIT RESIDENCE SINGLE-FAMILY RESIDENCE SINGLE-FAMILY RESIDENCE REMODELED EXISTING RESIDENCE

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PROPOSED 3-CAR GARAGE D.A.S.

PROPOSED 3-CAR GARAGE

PROPOSED 2-CAR GARAGE D.A.S.

ADDITIONAL PARKING

REAR ACCESS GATE

PROPOSED 2-CAR GARAGE

VEGETATIVE BUFFER

SHRINER RESIDENCES

1 CONCEPTUAL ALLEY PERSPECTIVE *
LOOKING NORTH BETWEEN S. LOGAN ST AND S. GRANT ST. NTS

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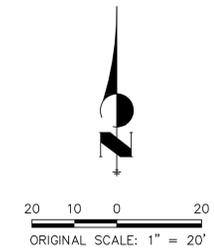
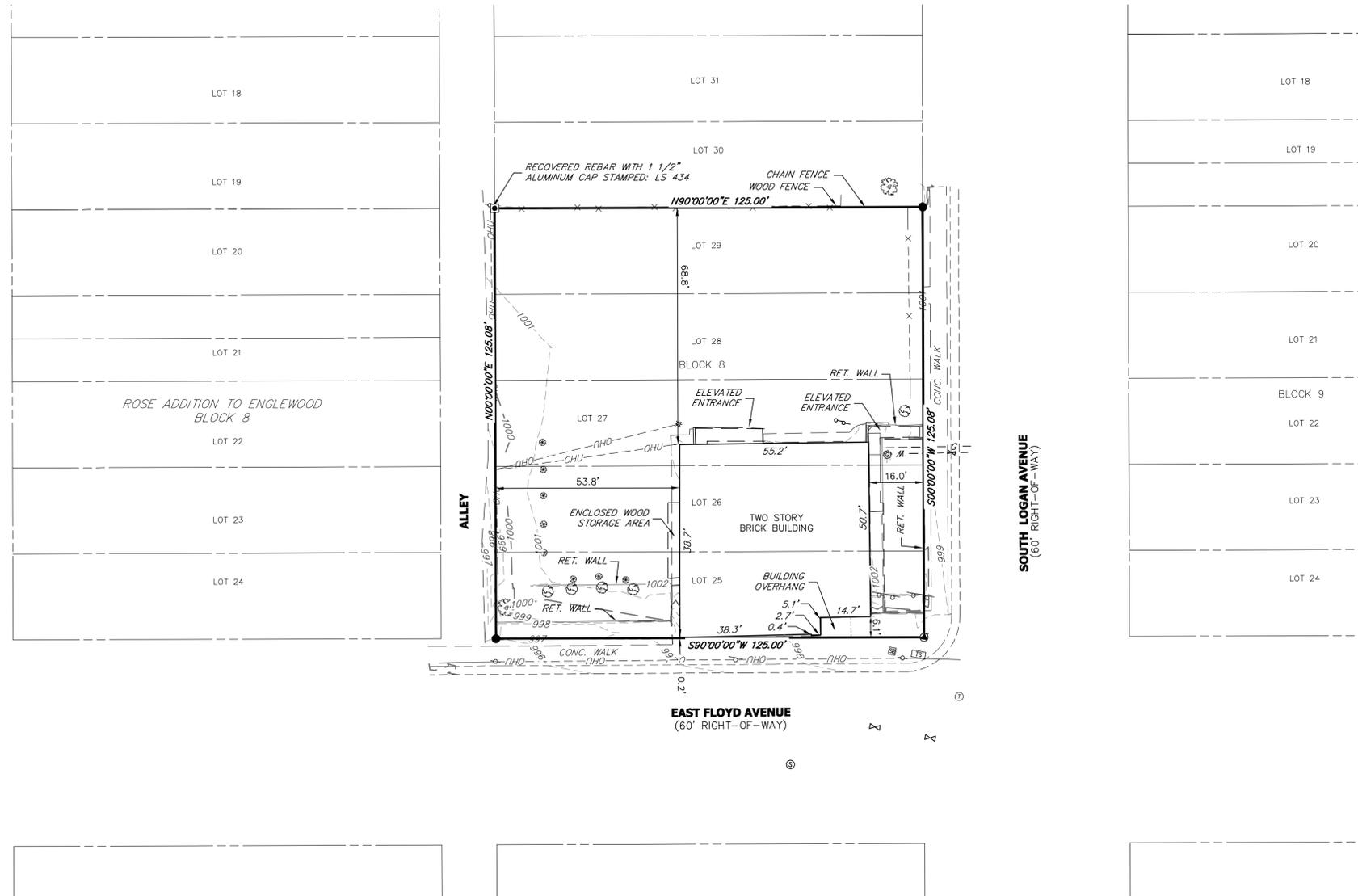


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PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

CONCEPTUAL RENDERING
SHEET 09 of 09

ALTA/ACSM LAND TITLE SURVEY

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 34
TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND

- RECOVERED MONUMENT AS DESCRIBED ■
- SET REBAR AND YELLOW PLASTIC CAP STAMPED: LS 15606 ●
- SET NAIL AND BRASS TAG STAMPED: LS 15606 ▲
- STREET LIGHT ⊙
- SIGN ⊥
- VALVE ⊕
- TRAFFIC SIGNAL BOX ⊞
- BOLLARD ⊗
- UTILITY POLE ⊙
- GUY ANCHOR ⊙
- GUY POLE ⊙
- METER ⊙
- TREE - DECIDUOUS ⊙
- SHRUB/BUSH ⊙
- TELEPHONE PEDESTAL ⊙
- CLEAN-OUT ⊙
- MANHOLE ⊙

4				ALTA/ACSM LAND TITLE SURVEY
3				3279 & 3299 S. LOGAN ST.
2				ENGLEWOOD, CO 80113
1				
NO.	REVISION	BY	DATE	
	DWN. BY: SJM	CHK. BY: KDB		
	SCALE: 1"=20'	DATE: AUGUST 15, 2013		
	JOB NO. 15739.00	SHT. 2 OF 2		

J-R ENGINEERING
A Westiran Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

ALTA/ACSM LAND TITLE SURVEY

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 34 TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO

LEGAL DESCRIPTION:

LOTS 30 AND 31, BLOCK 8, ROSE ADDITION TO ENGLEWOOD, COLORADO. COUNTY OF ARAPAHOE, STATE OF COLORADO

TITLE COMMITMENT NOTES:

THIS LAND SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JR ENGINEERING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, JR ENGINEERING, LLC RELIED UPON TITLE ORDER NO. K70390407, PREPARED BY LAND TITLE INSURANCE CORPORATION FOR SHADOW CREEK HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY, DATED AUGUST 22, 2013 AT 5:00 P.M.

THE FOLLOWING COMMENTS ARE IN REGARDS TO THE ABOVE-REFERENCED TITLE COMMITMENT. THE NUMBERS IN OUR COMMENTS CORRESPOND TO THE NUMBERING SYSTEM USED IN THE TITLE COMMITMENT.

SCHEDULE A

ITEM COMMENT

NOTED ABOVE.

2.-4., JR ENGINEERING, LLC DID NOT EXAMINE OR ADDRESS THESE ITEMS.

5. THE LEGAL DESCRIPTION OF THE LAND SURVEYED IS SHOWN PER THIS COMMITMENT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

SCHEDULE B - SECTION 1 (REQUIREMENTS)

JR ENGINEERING, LLC DID NOT EXAMINE OR ADDRESS THESE ITEMS.

SCHEDULE B - SECTION 2 (EXCEPTIONS)

ITEM COMMENT

1. VISIBLE AND APPARENT EVIDENCE OF RIGHTS OR CLAIMS OF PARTIES IN POSSESSION ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.
2. VISIBLE AND APPARENT EVIDENCE OF EASEMENTS OR CLAIMS OF EASEMENTS ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.
3. VISIBLE AND APPARENT DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGES IN AREA AND ENCRAGEMENTS ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.
- 4.-7. JR ENGINEERING, LLC DID NOT EXAMINE OR ADDRESS THESE ITEMS.



VICINITY MAP
SCALE 1"=5000'



GENERAL NOTES:

1. DEFINITION: CERTIFY, CERTIFICATION — A PROFESSIONAL'S OPINION BASED ON HIS OR HER OBSERVATION OF CONDITIONS, KNOWLEDGE, INFORMATION AND BELIEFS. IT IS EXPRESSLY UNDERSTOOD THAT THE PROFESSIONAL'S CERTIFICATION OF A CONDITION'S EXISTENCE RELIEVES NO OTHER PARTY OF ANY RESPONSIBILITY OR OBLIGATION HE OR SHE HAS ACCEPTED BY CONTRACT OR CUSTOM.
2. PER C.R.S. 18-04-508, ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR.
3. ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FILED IN THE RECORDS OF ARAPAHOE COUNTY, COLORADO.
4. EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
5. BURIED UTILITIES AND/OR PIPELINES ARE SHOWN PER VISIBLE AND APPARENT SURFACE EVIDENCE OR RECORD DRAWINGS OF THE CONSTRUCTED UTILITY LINES. IF MORE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES ARE REQUIRED, THE UTILITY WILL HAVE TO BE VERIFIED BY FIELD POT-HOLING. JR ENGINEERING, LLC AND THE SURVEYOR OF RECORD SHALL NOT BE LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES.
6. THE BASIS OF BEARINGS IS THE WEST RIGHT-OF-WAY LINE OF SOUTH LOGAN STREET, MONUMENTED AS SHOWN HEREON, AND ASSUMED TO BEAR S00°00'00"W
7. THE LAST FIELD INSPECTION OF THIS SITE WAS ON SEPTEMBER 16, 2013.
8. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET". ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
9. THIS SITE IS NOT WITHIN A DESIGNATED F.E.M.A. FLOODPLAIN, AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR ARAPAHOE COUNTY, COLORADO, MAP NUMBER 08005C0161K, REVISED DATE DECEMBER 17, 2010. THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X-UNSHADED", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.
10. THE BUILDING FOOTPRINT CONTAINS A CALCULATED AREA OF 1,556 SQUARE FEET.
11. ALL TIES TO RECORD TITLE LINES FROM THE BUILDING CORNERS OR OTHER IMPROVEMENTS SHOWN HEREON ARE PERPENDICULAR TO THE RECORD TITLE LINE.
12. THERE ARE NO DESIGNATED PARKING AREAS ON THE SUBJECT PROPERTY.
13. THIS SITE CONTAINS A CALCULATED AREA OF 6,253 SQUARE FEET OR 0.1435 ACRE.
14. CONTOURS SHOWN HEREON ARE BASED ON ASSUMED DATUM.
15. THERE IS NO VISIBLE EVIDENCE THAT THE SUBJECT PROPERTY IS BEING USED AS A SOLID WASTE DUMP, SUMP OR LANDFILL. JR ENGINEERING, LLC DID NOT RESEARCH THE HISTORIC USE OF THIS SITE.

SURVEYOR'S STATEMENT:

THIS ALTA/ACSM LAND TITLE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE STATEMENT HEREON. THIS STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESS RESTATEMENT BY THE SURVEYOR NAMING SUCH PERSON OR ENTITY.

TO SHADOW CREEK HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY AND TO LAND TITLE INSURANCE CORPORATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(b), 8, 9, 11(a), 11(b), 13, 14, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 14, 2013. DATE OF MAP OR PLAT:

Kenneth D. Baker


KENNETH D. BAKER, PROFESSIONAL LAND SURVEYOR
 COLORADO P.L.S. NO. 15606
 FOR AND ON BEHALF OF JR ENGINEERING, LLC
 EMAIL: KBAKER@JRENGINEERING.COM

NOTICE:

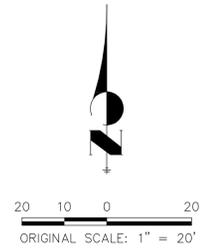
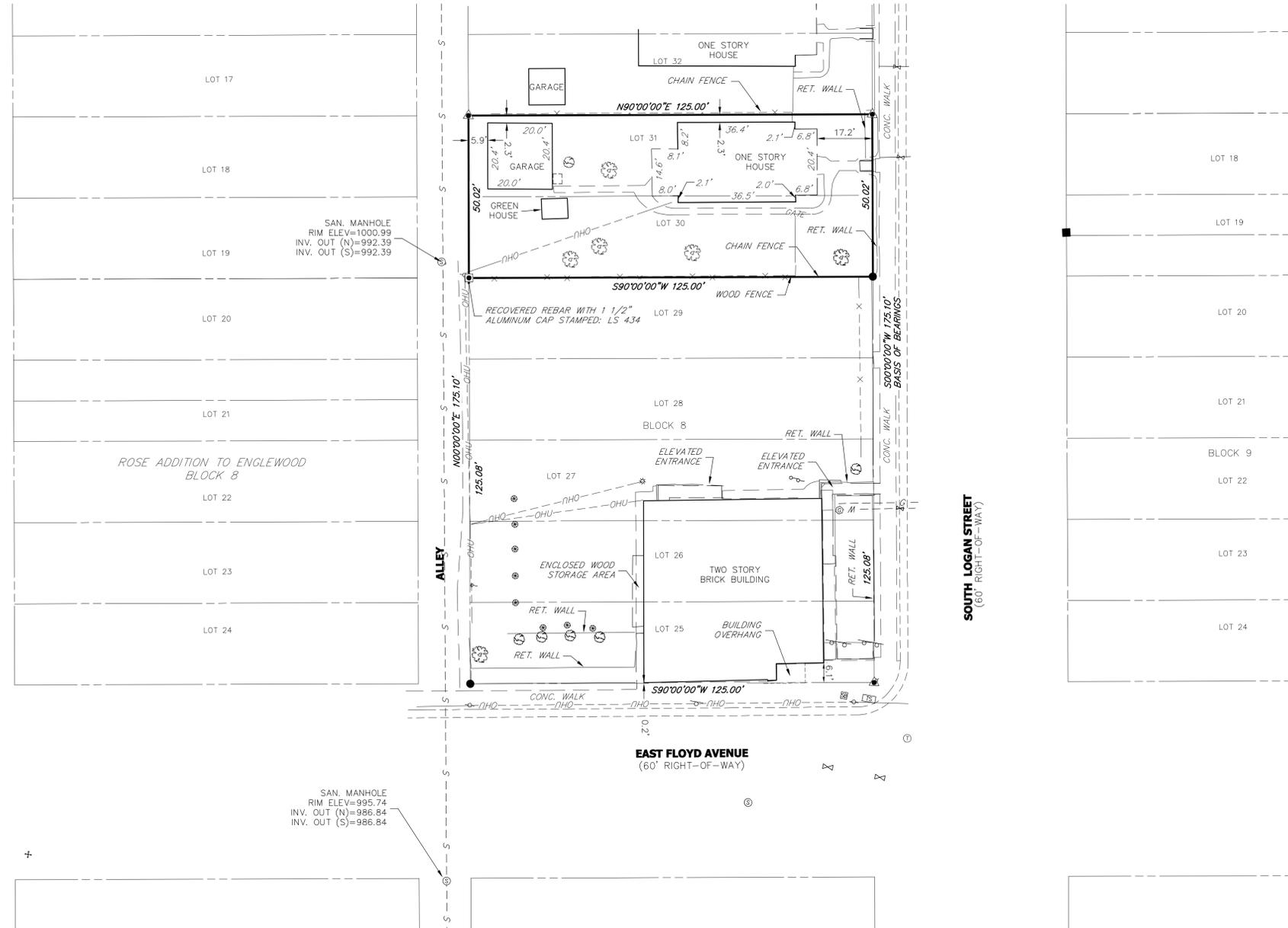
PER C.R.S. 13-80-105, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. JR ENGINEERING, LLC AND/OR THE SURVEYOR OF RECORD SHALL NOT BE LIABLE FOR MORE THAN THE COST OF THIS SURVEY AND THEN ONLY TO THE CLIENT SPECIFICALLY SHOWN HEREON OR IN OUR FILE BY SIGNED AUTHORIZATION. ACCEPTANCE AND/OR USE OF THIS INSTRUMENT FOR ANY PURPOSE CONSTITUTES AGREEMENT BY THE CLIENT TO ALL TERMS STATED HEREON.

4						ALTA/ACSM LAND TITLE SURVEY 3265 S. LOGAN ST. ENGLEWOOD, CO 80113
3						
2						
1						
NO.	REVISION	BY	DATE			
	DWN. BY SJM	CHK. BY KDB				
	SCALE 1"=20'	DATE	SEPTEMBER 17, 2013			
	JOB NO. 15739.00	SHT. 1	OF 2			



ALTA/ACSM LAND TITLE SURVEY

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 34
TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND

- RECOVERED MONUMENT AS DESCRIBED ■
- RECOVERED #3 REBAR ■
- SET REBAR AND YELLOW PLASTIC CAP STAMPED: LS 15606 ●
- SET NAIL AND BRASS TAG STAMPED: LS 15606 ▲
- STREET LIGHT ⊕
- SIGN ⊥
- VALVE ⊕
- TRAFFIC SIGNAL BOX ⊕
- BOLLARD ⊕
- UTILITY POLE ⊕
- GUY ANCHOR ⊕
- GUY POLE ⊕
- METER ⊕
- TREE - DECIDUOUS ⊕
- SHRUB/BUSH ⊕
- TELEPHONE PEDESTAL ⊕
- CLEAN-OUT ⊕
- MANHOLE ⊕

ALTA/ACSM LAND TITLE SURVEY	
3265 S. LOGAN ST.	
ENGLEWOOD, CO 80113	
NO. REVISION	BY DATE
DWN. BY: SJM	CHK. BY: KDB
SCALE: 1"=20'	DATE: SEPTEMBER 17, 2013
JOB NO. 15739.00	SHT. 2 OF 2

J-R ENGINEERING
A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

COUNCIL COMMUNICATION

Date: June 16, 2014	Agenda Item: 11 c i	Subject: Resolution for a transfer of funds from the Public Improvement Fund to the General Fund (Long Term Asset Reserve, LTAR)
Initiated By: Finance and Administrative Services Department		Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

At the June 2, 2014 City Council meeting, City Council discussed transferring funds from the Public Improvement Fund to the General Fund (LTAR).

RECOMMENDED ACTION

Staff recommends City Council approve the attached transfer from the Public Improvement Fund to the General Fund (Long Term Asset Reserve) as follows:

SOURCES AND USES OF FUNDS:

PUBLIC IMPROVEMENT FUND:

SOURCE OF FUNDS:

Unassigned Fund Balance \$43,723.70

USE OF FUNDS:

Transfer Out to General Fund \$43,723.70

GENERAL FUND:

SOURCE OF FUNDS:

Transfer In From the Public Improvement Fund \$43,723.70

USE OF FUNDS:

Long Term Asset Reserve \$43,723.70

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Council discussed and determined the funds held in the Long Term Asset Reserve should be retained and the remaining funds originally transferred to the Public Improvement Fund for Little Dry Creek Improvements should be returned to the LTAR and funds from the PIF should be used to fund the remainder of the Little Dry Creek Project.

FINANCIAL IMPACT

The Unassigned Fund Balance in the PIF will show a negative \$23,925.17 balance and may require a transfer from the General Fund at year-end to bring the balance to zero or higher if revenues are not received to offset the negative balance.

LIST OF ATTACHMENTS

Proposed Resolution

RESOLUTION NO. _____
SERIES OF 2014

A RESOLUTION TRANSFERRING FUNDS FROM THE PUBLIC IMPROVEMENT FUND
TO THE GENERAL FUND.

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 and determined the funds held in the Long Term Asset Reserve LTAR should be retained and the remaining funds originally transferred to the Public Improvement Fund (PIF) for Little Dry Creek Improvements should be returned to the LTAR Fund; and

WHEREAS, funds from the PIF should be used to fund the remainder of the Little Dry Creek Project.

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:

PUBLIC IMPROVEMENT FUND:

SOURCE OF FUNDS:

Unassigned Fund Balance \$43,723.70

USE OF FUNDS:

Transfer Out to General Fund \$43,723.70

GENERAL FUND:

SOURCE OF FUNDS:

Transfer in from the Public Improvement Fund \$43,723.70

USE OF FUNDS:

Long Term Asset Reserve \$43,723.70

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 16th day of June, 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: June 16, 2014	Agenda Item 11 c ii	Subject Collective Bargaining Agreement Between the City and the EPBA for 2015 and 2016
Initiated By Human Resources Department		Staff Source Frank Gryglewicz, Director of Finance and Administrative Services

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The previous Collective Bargaining Agreement with the Englewood Police Benefit Association was approved by Council for 2013 and 2014.

RECOMMENDED ACTION

Staff requests Council approval, by resolution, of the Collective Bargaining Agreement between the Englewood Police Benefit Association and the City of Englewood for 2015 and 2016. The contract covers approximately 55 employees.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood and the Englewood Police Benefit Association entered into negotiations in April of 2014 in accordance with the City of Englewood Charter. The members of the Englewood Police Benefit Association duly ratified, through their elected representatives, the Collective Bargaining Agreement.

Significant continuations and changes to the contract include the following:

1. Article 9, Compensation: Employees covered by the Contract will receive a market adjustment to their 2014 base wage rate effective January 1, 2015 and to their 2015 base wage rate effective January 1, 2016. The adjustments will be based upon the salary surveys conducted by Human Resources in October of 2014 and 2015.
2. Article 10, Merit Pay: Merit pay has been added after elimination in the previous contract. The maximum benefit is \$900.00 per year. In the 2011-12 agreement the maximum benefit was \$1000.00 per year.
3. Article 22, Insurance: The maximum life insurance benefit has been increased from \$50,000 to one times the employee's base salary.

FINANCIAL IMPACT

The cost of the market adjustments to wages will not be known until November of 2014 and 2015. Each 1% increase in wages equates to approximately \$35,000. The cost of merit pay over the previous contract is a maximum of \$42,300. The cost of the increased life insurance coverage is approximately \$2,800.

LIST OF ATTACHMENTS

Collective Bargaining Agreement between the City of Englewood and the Englewood Police Benefit Association, January 1, 2015 - December 31, 2016.

RESOLUTION NO. _____
SERIES OF 2014

A RESOLUTION AUTHORIZING THE PROVISIONS OF THE COLLECTIVE BARGAINING CONTRACT BETWEEN THE ENGLEWOOD POLICE BENEFIT ASSOCIATION AND THE CITY OF ENGLEWOOD FOR THE YEARS 2015 - 2016.

WHEREAS, the Englewood City Council authorized “The Collective Bargaining Contract Between the Englewood Police Benefit Association and the City of Englewood for the Years 2013 – 2014; by the passage of Resolution No. 72, Series of 2012; and

WHEREAS, the City of Englewood and the Englewood Police Benefit Association entered into negotiations in April of 2014 in accordance with the Englewood City Home Rule Charter; and

WHEREAS, the members of the Englewood Police Benefit Association duly ratified, by a majority vote, the Collective Bargaining Agreement for the years 2015 and 2016; and

WHEREAS, the significant changes to the contract are:

1. Article 9 – Compensation: Employees covered by the Contract will receive a market adjustment to their 2014 base wage rate effective January 1, 2015 and to their 2015 base wage rate effective January 1, 2016. The adjustments will be based upon the salary surveys conducted by Human Resources in October 2014 and 2015.
2. Article 10 – Merit Pay: Merit pay has been added after elimination in the previous contract. The maximum benefit is \$900.00 per year. In the 2011-12 agreement the maximum benefit was \$1,000.00 per year.
3. Article 22 – Insurance: The maximum life insurance benefit has been increased from \$50,000 to one times the employee’s base salary.

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

Section 1. The City Council of the City of Englewood, Colorado hereby approves the Collective Bargaining Contract between the Englewood Police Benefit Association and the City of Englewood for the years 2015 and 2016, attached hereto as Exhibit A.

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest the Collective Bargaining Contract between the Englewood Police Benefit Association and the City of Englewood, Colorado.

ADOPTED AND APPROVED this 16th day of June, 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

**CONTRACT BETWEEN THE
CITY OF ENGLEWOOD
AND THE
ENGLEWOOD POLICE BENEFIT ASSOCIATION
FOR THE YEARS 2015 – 2016**

This reproduction of the 2015-2016 Contract has been prepared by the Human Resources Department for distribution to all covered Police officers so that everyone will be aware of the rights and benefits contained herein.

INDEX

	<u>PAGE</u>
ARTICLE 1	DURATION OF CONTRACT2
ARTICLE 2	RECOGNITION3
ARTICLE 3	EMPLOYEE RIGHTS.....4
ARTICLE 4	SENIORITY.....5
ARTICLE 5	HOURS OF WORK6
ARTICLE 6	BIDDING PROCEDURES FOR SHIFT ASSIGNMENT8
ARTICLE 7	SPECIAL ASSIGNMENT..... 10
ARTICLE 8	LAYOFF 11
ARTICLE 9	COMPENSATION..... 12
ARTICLE 10	MERIT PAY..... 13
ARTICLE 11	OVERTIME WORK 14
ARTICLE 12	CALL BACK 15
ARTICLE 13	STANDBY 16
ARTICLE 14	CLOTHING ALLOWANCE 17
ARTICLE 15	ANNUAL LEAVE..... 18
ARTICLE 16	HOLIDAYS..... 20
ARTICLE 17	ADMINISTRATIVE LEAVE 21
ARTICLE 18	FUNERAL LEAVE 22
ARTICLE 19	PERSONAL LEAVE..... 23
ARTICLE 20	SHORT TERM DISABILITY (STD) 24
ARTICLE 21	WORKERS' COMPENSATION 26

ARTICLE 22	INSURANCE.....	27
ARTICLE 23	RETIREE HEALTH INSURANCE ASSISTANCE.....	28
ARTICLE 24	PENSION / RETIREMENT PLANS.....	29
ARTICLE 25	RULES AND REGULATIONS.....	30
ARTICLE 26	DUES DEDUCTION	31
ARTICLE 27	ASSOCIATION ACTIVITIES.....	32
ARTICLE 28	LETTER OF CORRECTIVE ACTION	33
ARTICLE 29	DISCIPLINARY ACTION	34
ARTICLE 30	GRIEVANCE PROCEDURE.....	35
ARTICLE 31	EXCLUSIVENESS OF CONTRACT	37

CONTRACT BETWEEN THE
CITY OF ENGLEWOOD
AND THE
ENGLEWOOD POLICE BENEFIT ASSOCIATION

This Contract entered into by the City of Englewood, Colorado, and the Englewood Police Benefit Association has as its purpose the promotion of harmonious relations between the City of Englewood and its employees, a fair and peaceful procedure for the resolution of differences; the establishment of rates of pay and hours of work, and other conditions of employment mutually agreed upon.

Except where limited by express provisions elsewhere in this Contract, nothing in this Contract shall be construed to restrict, limit or impair the rights, powers and authority of the City as granted to it by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and rights to;

- A. Determine the overall mission of the City as a unit of government.
- B. To maintain and improve the efficiency and effectiveness of City operations.
- C. To determine the services to be rendered, the operations to be performed, the technology to be utilized, or the matters to be budgeted.
- D. To determine the overall methods, processes, means, job classifications or personnel by which City operations are to be conducted.
- E. To direct, supervise, hire, promote, transfer, assign, schedule, retain or lay-off employees.
- F. To suspend, discipline, discharge, and demote for cause, all full-time permanent classified employees.
- G. To relieve employees from duties because of lack of work or funds, or under conditions where the City determines continued work would be inefficient or nonproductive.
- H. To take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified herein or limited by a collective bargaining contract.
- I. To take any and all actions to carry out the mission of the City in cases of emergency.
- J. Nothing contained herein shall preclude the City from conferring with its employees for purposes of developing policies to effectuate or implement any of the above enumerated rights.

ARTICLE 1. DURATION OF CONTRACT

A. This Contract shall take effect on January 1, 2015 and shall continue in force to and including December 31, 2016.

B. This Contract, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties.

C. If any article or section of this Contract should be held invalid by operation of law or the District Court, or if compliance with or enforcement of any article or section should be restrained by such District Court, the remainder of this Contract shall not be affected thereby and this Contract shall remain in full force and effect, and the parties shall promptly negotiate for the purpose of attempting to arrive at a mutually satisfactory replacement of such article or section.

D. The parties agree and understand that provisions relating to employees covered by this Contract shall in no way displace or modify present or future statutory or case law of the State of Colorado.

E. The parties acknowledge that during negotiations which resulted in this Contract had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for negotiation discussions and that the understandings and agreements arrived at by the parties after this exercise of that right and opportunity are set forth in this Contract.

ARTICLE 2. RECOGNITION

The City recognizes the Englewood Police Benefit Association as the employee organization certified by the City of Englewood as the exclusive representative for sworn Police employees within the following bargaining unit:

Included: All full-time, classified sworn police officers below the rank of Sergeant of the City Police Department. (See City Charter, Article XV. 137:2 (b), (c).

Excluded: All others.

ARTICLE 3. EMPLOYEE RIGHTS

1. A full-time classified employee who is not a confidential employee, a managerial employee, or a supervisor shall have the right:

- A. To form, join, support or participate in, or to refrain from forming, joining, supporting, or participating in any employee organization or its lawful activities.
- B. Bargain collectively through their certified employee representative.
- C. No employee shall be interfered with, restrained, coerced or discriminated against because of the exercise of these rights nor shall the right of an individual employee to discuss employment concerns with the City be infringed upon.

2. The City and the Englewood Police Benefit Association mutually agree that a fair and impartial investigation of officers is deemed appropriate and necessary. A written policy has been developed and included in the operations manual specifically addressing the issue of administrative and criminal investigations and employee rights. No changes will be made in this policy without prior consultation and review with association representative(s).

ARTICLE 4. SENIORITY

For the purposes of this Contract, seniority shall be determined first by length of continuous full-time service with the City Police Department according to rank and second by length of continuous full-time service with the City Police Department from the first date of hire, provided the employee successfully completed a probationary period. In cases where two or more employees have the same hire date, the badge number as issued by the Department shall establish priority of position on the seniority list. Employees shall not continue to accrue seniority while laid off, and seniority will terminate when an employee has been laid off for a period of twelve (12) months or more.

After an employee successfully completes the probationary period, their name shall appear on the seniority list as of the first date of hire.

The seniority of an employee shall terminate under any of the following conditions:

- When a laid off employee fails to give notice of the employee's intent to return to work within seven (7) calendar days after the City has sent, to the employee's last known address on file with the City, a certified letter requesting the employee's return to work.
- When the employee gives notice but fails to return to work within seven (7) calendar days after the aforesaid letter has been sent to the employee.
- When the employee's employment with the City is terminated for any reason.
- When an employee is on leave of absence as provided under Article 22, Leaves of Absence (Without Pay).
- If an employee is absent for three (3) consecutive regularly scheduled working days without notifying the Police Chief or immediate supervisor prior to such three (3) days' absence without good cause as determined by the Police Chief.
- Failure to return to work after expiration of a formal leave of absence.
- An employee rehired but whose absence from City employment was less than eighteen (18) months will have their prior accrued seniority with the retirement plan restored.
- An employee rehired, but whose absence from City employment was less than twelve (12) months will have their prior accrued seniority restored with regard to all other City benefits.

ARTICLE 5. HOURS OF WORK

The Police Department shall observe office and working hours necessary for the efficient transaction of their respective services.

A. Work Week

A work week is a regular recurring period of 168 hours in the form of seven consecutive 24-hour periods. The workweek need not be the same as the calendar week. The workweek may begin on any day of the week and any hour of the day and need not be the same for all employees.

B. Work Schedule

For Officers assigned to the Investigations Bureau, the work schedule, including roll call and meal periods, shall consist of five (5) eight (8) hour work days. Investigations personnel shall be permitted to "flex" their schedules and work four (4) ten (10) hour work days with supervisor approval. For officers assigned to the Uniform Patrol Bureau, Traffic and the Impact Team, the work schedule, including roll call and meal periods, shall consist of four (4) ten (10) hour work days. Any change in an officer's bid or assigned schedule (starting time, quitting time, scheduled days off) will be made in accordance with paragraph C except schedule changes may be made without notice if the affected officer agrees.

The City agrees to review with Association representatives issues and concerns regarding the method and possible compensation associated with schedule changes.

C. Changing Work Schedules

The Chief of Police may change the work schedule to meet the needs of the Organization. In such circumstances, the Chief shall provide a minimum of five (5) days notice to the Association. Work schedules may be changed without advance notice in the case of emergencies as determined by the Police Chief. When an employee's work schedule is changed for purposes of training, special instruction, etc., the supervisor shall make a reasonable effort to accommodate the employee's interests concerning the scheduled change.

D. Staffing

The need for an appropriate level of staffing is recognized by the City for the purpose of efficiency and safety. The Police Department will address this issue in Department policy.

E. Meal Periods

Officers shall be granted a paid meal period of thirty (30) minutes for each eight (8) hour work shift. Employees working a ten (10) hour work shift shall be allowed a paid forty-five (45) minute meal period. An employee may conduct personal

business during the meal period. The meal period shall be authorized and controlled by the employee's supervisor.

F. Rest Periods

Employees shall be granted a paid rest period not to exceed fifteen (15) minutes during approximately the first one-half of the employee's regular work day and an additional fifteen (15) minutes rest break approximately in the second one-half of the work day. Rest periods shall be authorized and controlled by the employee's supervisor.

ARTICLE 6. BIDDING PROCEDURES FOR SHIFT ASSIGNMENT

Bidding for Watches and Days Off

- A. Seniority applicable to the seniority bid process will be determined in accordance with the total length of continuous employment as a Police Officer with the City of Englewood. Prior City employment in other than a Police Officer capacity will not apply toward seniority. Probationary employees will not be included in the bid process.
- B. The seniority bid system will be applicable to personnel assigned to the Uniform Patrol Bureau only, and will not be authorized in any other bureau or special assignment.
- C. The Uniform Patrol Bureau Commander will develop and post a schedule prior to each year for a twelve-month period.
- D. The bid process will begin on September 1st of each year and shall be completed by October 31st of each year. Employees will have one (1) calendar day to submit their bid request upon being notified that it is their turn to bid. Employees who bid during working hours will submit their bid prior to the end of their shift. The bid request shall consist of the employee's choice of shift assignment, days off and any seniority vacation and/or holiday requests as provided under Article 14 and Article 15. Employees who fail to submit a bid in accordance with the bidding procedure after being personally notified, will relinquish the opportunity to bid by seniority, and will be assigned at the discretion of the Uniform Patrol Bureau Commander. Employees' time for participating in the bid process shall not be considered hours worked for purposes of calculating overtime. The Uniform Patrol Bureau Commander shall make reasonable efforts to keep employees apprised of the status of the bid process.
- E. There will be a total of five (5) non-biddable positions which shall consist of two (2) non-biddable positions on Watch I and three (3) non-biddable positions on Watch II. Non-biddable positions shall not have any combination of Friday, Saturday or Sundays as the positions' regular days off unless agreed to by the Association and the Uniform Patrol Bureau Commander. The bidding process will begin with the most senior Police Officer bidding the positions of his/her choice. In descending order of seniority, each remaining Police Officer will have choice of the remaining biddable positions. The Uniform Patrol Bureau Commander may open the bid for any or all of the non-biddable positions at his discretion.
- All special assignments will not be open to bid. The special assignments along with any no-bid positions on a watch, will be in addition to the biddable position on each watch. Employees may request non-biddable positions and an attempt will be made to accommodate them, but such positions will be assigned at the discretion of the division commander. If an employee fails to submit a bid in accordance with the bidding procedure, the employee will relinquish the opportunity to bid by seniority, and will be assigned at the discretion of the Uniform Patrol Bureau Commander.
- F. When a vacancy in Patrol occurs during the bid year due to a resignation, termination, promotion or a bid of a vacant position in accordance with this section, the Department shall place the vacant position up for bid for three (3) calendar days by posting notice of the vacancy via

department email. The notice shall include a description of the vacant position and the deadline for submitting the bid to the Uniform Patrol Bureau Commander. Once the three (3) days expires, the Department shall review the submitted bids and the position shall be awarded to the most senior bidder. There shall be a maximum of two (2) total bids allowed, including the initial bid for the initial vacancy. Additional bids may be authorized at the discretion of the Uniform Patrol Bureau Commander.

G. An employee in another assignment, who is reassigned to the Uniform Patrol Bureau will occupy the position vacated by the employee they are replacing. If other positions are available, the employee may request assignment to such positions, but may only be assigned at the discretion of the Uniform Patrol Bureau Commander. The employee will then be allowed to bid at the next bid process.

H. Employees, who wish to permanently trade work schedules, shall submit a request, in writing, to the Uniform Patrol Bureau Commander, who must approve all shift trades. Prior to such submission, the employees in question shall contact, via department email, any affected employees on the seniority list to determine whether any more senior employees are interested in shifts involved in the trade. All responses from affected employees shall be delivered to the Uniform Patrol Bureau Commander for review. The involved employees shall be responsible for accommodating any more senior employee's desire to fill a shift involved in the trade. If the involved employees are unable to accommodate the more senior employees, the trade will not be approved.

It is further understood that should a schedule change for unforeseen emergency circumstances arise, employees may be assigned by the Uniform Patrol Bureau Commander from one shift to the other to handle whatever emergency situation exists during the duration of the emergency.

ARTICLE 7. SPECIAL ASSIGNMENT/OPTIONAL DUTY

Special Assignment means any assignment, other than Patrol, in which an employee serves in a full time capacity. Special Assignments include, Detective, Professional Standards Bureau Investigator, School Resource Officer, Traffic Officer, Impact Team and any other assignment that falls within the definition of Special Assignment.

Optional Duty means any duty that is in addition to an employee's full-time assignment. Optional Duties include, but are not limited to: Armorer, SWAT Officer, Negotiator, Field Training Officer, Crime Scene Investigator, and Skills Instructors such as Firearms, Arrest Control, etc.

The Department will maintain a written process for selection and service, including performance of employees for special assignments in the Police Operations Manual.

The Police Chief will consult with the Association regarding any future changes to the selection process.

ARTICLE 8. LAYOFF

Whenever there is lack of work, lack of funds, or under conditions where the City determines continued work would be inefficient or non-productive the appointing authority shall designate the positions in which the layoff is to be made.

The order of layoff shall be determined by the City Manager on the basis of the quality and length of service provided by the employees in the affected areas. Quality of work will include the employee's total employment record. This record includes annual performance evaluations, commendations, disciplinary actions, education, training, etc. Any employees who have not yet achieved permanent or regular status or who have less than twelve (12) months of full-time employment with the City shall be laid off first, regardless of performance. Permanent employees who are laid off have the right to be reemployed as a police officer, in inverse order of layoff, provided that such recall occurs within eighteen (18) months of layoff and the employee continues to meet the qualifications for that position. Laid off employees will stay on the recall list for eighteen (18) months. In the event the quality and length of service are equal, seniority shall prevail. The recall list shall terminate after eighteen (18) months. If financial conditions warrant and at the discretion of the Police Chief, an employee, recalled from layoff to a classification lower than that held at the time of the layoff, may be moved up to the highest classification previously held at an accelerated pace.

Employees shall not continue to accrue service credit, including seniority, or be eligible for any City benefits during layoff. In the event of a layoff, affected employees will be given as much advance notice as possible.

ARTICLE 9. COMPENSATION

A.

2014 Salary Schedule
Regular Straight Time Hourly Rate

Police Officer Probationary	\$25.37
Police Officer 4 th Class	\$27.02
Police Officer 3 rd Class	\$29.68
Police Officer 2 nd Class	\$32.65
Police Officer 1 st Class	\$35.91

B. The schedule in "A." above will be adjusted on January 1, 2015 to reflect the 2015 "market median" as determined by the 2014 Salary Survey. The "market median" will be based upon the 2015 median wage of either the top rate for the highest ranking police officer or maximum of the salary range for top ranking police officer (if the jurisdiction uses ranges vs. a flat rate) at: Arvada, Aurora, Boulder, Commerce City, Denver, Greenwood Village, Lakewood, Littleton, Longmont and Thornton. The survey will be conducted in the 4th quarter of 2014 by the Human Resources Department, with the concurrence of the EPBA. The City and the EPBA will meet by November 1, 2014 to approve the survey and finalize the revised salary table for 2015.

C. The schedule in "A." above will be further adjusted on January 1, 2016 to reflect the 2016 "market median" as determined by the 2015 Salary Survey. The "market median" will be based upon the 2016 median wage of either the top rate for the highest ranking police officer or maximum of the salary range for top ranking police officer (if the jurisdiction uses ranges vs. a flat rate) at: Arvada, Aurora, Boulder, Commerce City, Denver, Greenwood Village, Lakewood, Littleton, Longmont and Thornton. The survey will be conducted in the 4th quarter of 2015 by the Human Resources Department, with the concurrence of the EPBA. The City and the EPBA will meet by November 1, 2015 to approve the survey and finalize the revised salary table for 2016.

Class Increase

The wage increase provided for Police Officer 4th Class through 1st Class shall not be considered automatic, but rather based upon meritorious service. Said class increase may be granted or denied to any individual Police Officer upon recommendation of the Police Chief and with the approval of the City Manager or designee upon written notice to such individual Police Officer. The date in which the class increase is approved shall determine the new class anniversary date.

ARTICLE 10. MERIT PAY

- A. Each Police Officer I shall be eligible for merit pay in an amount determined by the Police Chief, up to a total of \$900.
- B. Such merit pay shall be awarded in the exercise of the Chief's discretion, based upon specific written objective and subjective performance criteria developed by the Chief. The Chief shall consult with the Association regarding the criteria and the criteria will be made available to employees.
- C. Eligible employees who believe they meet the criteria for such an award shall submit applications to the Merit Pay Review Committee on or before thirty (30) days prior to the employee's employment anniversary date. The Committee shall make a recommendation to the Chief regarding the amount of the merit pay, if any, to be awarded to the employee. The amount recommended shall not exceed the amount set forth in Paragraph A, above. The Chief shall promptly consider and make a determination as to each such recommendation.

ARTICLE 11. OVERTIME WORK

- A. Employees covered by this Contract shall be compensated at time and one-half (1 1/2) the employee's regular hourly rate of pay for all assigned hours worked over and above their regular DAILY work schedule.
- B. Overtime shall not be pyramided, compounded or paid twice for the same hours worked.
- C. The City retains the right to assign overtime work to any employee qualified to perform the work.
- D. Overtime available during a given watch shall be offered on a voluntary basis to uniformed officers working during the preceding or succeeding watch, as determined by the watch supervisor, in order of seniority. If no officer accepts, the least senior officer may be required to work the overtime, an accommodation may be authorized, or the City may, at its discretion, call any officer in to work the overtime.
- E. Employees who work overtime, call back, and/or standby hours may, in lieu of pay, take compensatory time off upon mutual agreement between the employee and the employee's supervisor. If there is no mutual agreement, the employee shall be paid. Members of the bargaining unit may accrue a maximum of eighty (80) hours of compensatory time to be utilized in accordance with City of Englewood Policy #46 (Compensatory Time). Compensatory time is to be compensated at the rate of one and one-half hours of time off for each one hour of overtime, call back, or standby worked in excess of the daily scheduled work shift.
- F. Employees required to attend firearms qualification on their off-duty time will be guaranteed two (2) hours overtime pay.

ARTICLE 12. CALL BACK

- A. An employee on off-duty status who is called back to duty shall be credited with a minimum of two (2) hours of pay at the rate of one and one-half (1 1/2) the employee's regular hourly wage rate.
- B. An employee called back to work during the first two (2) hours prior to the start of their regular shift shall be paid at the overtime rate for all hours actually worked up to the starting time of their regular shift.
- C. Should any employee be required to testify before any court or divisional administrative hearing as a result of his/her official duties with the City, the time spent by such employee in providing such testimony shall be considered to be work time. If such appearance for testimony is at a time when the employee would otherwise be off duty, the employee shall be paid as provided under Section A and B above. The employee shall pay to the City all witness fees, and other compensation paid to the employee in conjunction with so testifying excluding mileage fees. An employee who is called for witness duty shall present to their supervisor the original summons or subpoena from the court or at the conclusion of such duty, shall provide a signed statement from the clerk of the court, or other evidence indicating the amount of time his/her person was required.
- D. When an employee is subpoenaed as a witness in private litigation to testify, not in his/her official capacity but as an individual, the time absent by reasons thereof shall be taken as any accrued leave or leave without pay, if all accrued leave is exhausted.

ARTICLE 13. STANDBY

Employees assigned to standby duty shall be credited with two and one-half (2 ½) hours of pay at the overtime rate of pay for each twenty-four (24) hour period, during which they are on standby. Employees assigned to standby for less than a twenty-four (24) hour continuous period shall be credited with one (1) hour of pay at the overtime rate for each such assignment.

ARTICLE 14. CLOTHING ALLOWANCE

A. The City shall furnish, or reimburse the cost of uniforms, including leather gear, insignias, duty footwear and clothing, required while on duty, and shall pay all costs of maintenance, repair and cleaning thereof, provided that reimbursement of such costs shall not be required if approval of the Police Chief is not obtained in advance of purchase. All employees assigned to non-uniform positions for a period of thirty (30) days or more and not required to be in uniform during work, shall receive a clothing allowance as follows:

1. Upon initial assignment to a non-uniform position, the employee shall receive a lump sum of \$1200 to cover the initial cost of purchasing clothing for the first year of the employee's assignment. Employees, who leave non-uniform position voluntarily within the first year of their assignment, shall repay the clothing allowance at \$100 per month for every entire month remaining in the first year of their assignment.

2. After the first year of their assignment to a non-uniform position, officers shall receive \$100 per month for each month that they remain in the non-uniform assignment.

B. The employee shall be responsible for all lost or stolen items identified above, or damage to the same, as a result of the employee's negligence or deliberate act.

C. The City will provide on a replacement basis a high quality bullet proof vest. Any bullet resistant vest issued after January 1, 2015 shall meet the minimum standard of level II (A) on the National Institute of Justice's Standard for Bullet Resistant Vests. At the employee's option, a level III (A) vest will be provided at no additional cost to the employee. Replacement shall be made once every five (5) years, or at such earlier time as the City is notified of any event or condition rendering such a vest unsafe for its intended purpose. In the event of specialized or customized vests, the City will pay the same dollar amount for the City issued and authorized vest with the employee paying the differences in cost.

D. All uniformed employees shall be annually reimbursed the cost of one pair of duty footwear up to a maximum of \$200. Officers shall present a receipt for the footwear to the City before receiving the reimbursement.

E. Except in the case of the employee's personal negligence, employees shall be fully reimbursed for any department approved firearm, prescription eyewear, or flashlight, purchased by the employee that is damaged or destroyed in the performance of the employee's official duties; or any department approved firearm purchased by the employee that is seized as evidence and not returned to the employee within 30 days of seizure. Employees shall be furnished with or reimbursed for the costs of replacement batteries for flashlights and weapon sights. Employees must seek supervisory approval before purchasing replacement batteries and shall provide proper receipts to be eligible for reimbursement.

ARTICLE 15. ANNUAL LEAVE

Employees shall earn annual leave at the following rates.

<u>Length of Service</u>	<u>Hours per Year</u>
0-4 years	96
5-9 years	120
10-19 years	160
20 and above	170

The earning limits for annual leave shall be as follows:

<u>Length of Service</u>	<u>Hours</u>
0-4 years	240
5-9 years	288
10-19 years	368
20 and above	408

A. Annual leave shall not be granted to any employee until after completion of six (6) months consecutive service with the City.

B. The schedule for use of annual leave shall be determined by the needs of the department. Annual leave shall be taken at a time convenient to and approved by the Police Chief. (See City of Englewood Administrative Policy 30, "Annual Leave", for further details.)

Annual Leave Pay

The rate of annual leave pay shall be the employee's regular straight time hourly rate of pay for the employee's regular job. Annual leave shall be allowed only to the total hourly amount accumulated during the pay period in which the leave is taken.

Work During Annual Leave

If after the employee has begun their annual leave and the City requires the employee to work during the scheduled annual leave period, the employee shall be compensated as follows:

A. The employee shall be paid for all hours worked at the overtime rate.

B. The employee shall not be charged with annual leave for the number of hours worked.

Usage

If all personal leave has been exhausted and the employee is ill or injured, annual leave may be substituted for personal leave, and will serve as the elimination shift in order to access Short Term Disability. In this instance the employee must notify his/her supervisor one hour prior to the start of his/her shift.

The maximum use of annual leave shall be no greater than the amount accumulated by the employee during the pay period in which the leave is taken, and in no event shall the annual leave exceed four (4) consecutive weeks unless otherwise authorized by the Police Chief.

Annual Leave Pay Upon Separation

Any employee who is separated from the service of the City, i.e., retirement, termination (if employee has completed six (6) months of continuous service with the City), or layoff, shall be compensated for the unused annual leave time accumulated at the time of separation at the employee's regular hourly wage rate. Annual leave is not to be used to extend an employee's date of separation.

Bidding for Annual Leave

Each officer will bid one annual leave, by seniority, for the year's period, January 1st through December 31st. Additional annual leave periods will be granted, on a first requested basis, only after all seniority-bid annual leaves have been scheduled.

The bidding process for annual leave will begin on September 1 of each year and shall be completed by October 31 of each year as scheduled by the Uniform Patrol Bureau Commander.

Annual leaves are expected to be scheduled in good faith by each employee and shall specify the exact dates desired. All seniority bid for annual leave shall consist of consecutive days up to 120 hours, but in no event shall seniority annual leave exceed 120 hours unless approved by the Uniform Patrol Bureau Commander.

Annual leave will be administered at the discretion of the Police Chief or designee for personnel assigned to any other Bureau(s).

ARTICLE 16. HOLIDAYS

A. Officers assigned to the Uniform Patrol Bureau shall be scheduled for one hundred (100) hours of holiday time with pay per calendar year. Scheduling will be made with the approval of the Police Chief or designee.

Bidding for holidays will commence during the annual bidding process and will be bid by seniority after the completion of all seniority annual leave bid. Annual leave shall take priority over holidays. Employees may bid a minimum of 10 (ten) hours of holiday time up to a maximum of 40 (forty) hours. Holidays bid do not have to be bid in consecutive days. Any holidays not scheduled by August 1 of that year may be assigned at the discretion of the Uniform Patrol Bureau Commander.

B. Officers assigned to the Investigative Services Bureau will be granted ninety-six (96) hours of time off on the regularly observed City holidays. If a holiday falls on one of their regularly scheduled days off, these employees will be given an alternate day off. These officers may also be granted a "floating holiday" option. They may be allowed to exchange any of the below listed holidays for any other day in the year he/she is normally scheduled to work. Scheduling will be made with the approval of the Police Chief or designee.

Presidents' Day	Martin Luther King Day	Christmas Eve
Veterans Day	Labor Day	New Year's Eve
Friday after Thanksgiving	Memorial Day	Independence Day

C. If after the employee has begun their holiday and the City requires the employee to work during the scheduled holiday period, the employee shall be compensated as follows:

1. The employee shall be paid for all hours worked at the overtime rate.
2. The employee shall not be charged with holiday time for the number of hours worked.

D. When a new officer is hired, he/she receives an initial prorated holiday leave balance. When an officer terminates before the end of the year, holiday leave cash out will be prorated. If a current officer does not use all of his/her holiday leave by December 31st of a given year, the unused portion will be forfeited.

E. Holiday leave will be administered at the discretion of the Police Chief or designee for personnel assigned to any other Bureau(s).

ARTICLE 17. ADMINISTRATIVE LEAVE

Administrative leave with pay may be granted an employee at the discretion of the Police Chief or designee. This leave is used when circumstances require in the best interests of the City and/or employee that the employee should temporarily be relieved from duty.

ARTICLE 18. FUNERAL LEAVE

The Police Chief shall grant leave with pay to an employee to attend the funeral of a member of the employee's family. The number of days granted shall be governed by the circumstances of the case, but in no event shall they exceed seven (7) calendar days. For the purpose of this section, "employee's family" shall mean the employee's spouse, or the children, grandchildren, parents, grandparents, brothers and sisters of the employee or of the employee's spouse.

ARTICLE 19. PERSONAL LEAVE

All employees covered by this Contract shall be granted 48 personal leave hours with pay which an employee is entitled to use for the following purposes:

- A. Employee's own illness/injury
- B. Illness/injury of employee's family
- C. To attend to personal business

Employees shall have until October 31st of each year to use their annually allotted personal leave. Any unused personal leave hours shall be converted to annual leave hours at a one hour to one hour ratio. Personal leave shall be scheduled and administered under the direction of the Police Chief. In the event of illness/injury in which personal leave is requested, the employee shall notify their supervisor or other person designated by the supervisor at least one (1) hour prior to their scheduled reporting time.

Personal leave shall be prorated for employees beginning employment with the City. No proration or conversion to annual leave shall occur upon termination of employment.

ARTICLE 20. SHORT TERM DISABILITY (STD)

A. Definition

Upon completion of 90 days of service, STD leave is granted for non-service connected injuries (except as described below in section D.,2.,b.) or illnesses of an employee which prevents the employee from performing his/her duties as a City employee.

B. Provision

The City agrees to provide STD leave with pay for employees absent as a result of illness/injury as follows:

91 days-4 years	347 hours
5-9 years	520 hours
10+ years	693 hours

C. Accumulation and Restoration

STD leave shall not be accumulative except that on January 1 of each year, the City shall restore 100% of the number of hours previously used by an employee as follows:

91 days-4 years	up to a maximum of 174 hours
5-9 years	up to a maximum of 260 hours
10+ years	up to a maximum of 347 hours

Such restoration shall continue each year until such time as the employee accrues the maximum number of hours for which he or she is eligible under Article 24.B.

D. Utilization

1. Upon completion of 90 days of service, authorization for STD leave with pay shall only be granted after the first shift of disability. The first shift of disability will be paid with the employee's accumulated leave time in the following order: personal leave, annual leave, holiday leave. After all accrued leaves have been exhausted, the first shift of disability will be leave without pay.

2. Authorization for STD shall only be granted for the following reasons:

- a. Personal illness or injury not service connected, including maternity related disability.
- b. Service connected injury or illness only after the ninety days described in Article 25, Workers' Compensation, has been exhausted.

F. Reporting of STD

The employee or a member of the employee's household shall notify the employee's supervisor at least one (1) hour prior to the employee's scheduled reporting time. No STD leave will be granted to an employee who fails to notify their supervisor prior to the beginning of the employee's work schedule unless circumstances beyond the control of the employee would not permit.

G. Verification of Disability

If absence from work is three (3) days or more, a medical release must be provided to the employee's supervisor, who will forward it to Human Resources for possible Family and Medical Leave qualification.

If the Police Chief requires a physician's statement of disability in addition to the one mentioned above, the City shall bear reasonable and necessary costs required to obtain such physician's statement.

H. Abuse of STD

An employee who makes a false claim for STD leave shall be subject to disciplinary action.

ARTICLE 21. WORKERS' COMPENSATION

A. For any on-the-job injury which causes any employee to be absent from work as a result of such injury, the City shall pay to such employee his/her full wages from the first day of his/her absence from work up to and including the 90th calendar day of such absence, less whatever sums received by the employee as disability wages under workers' compensation. After exhaustion of the ninety (90) days if the employee is still disabled, he/she can utilize leave under the provisions of Article 24. The City reserves the right to require any employee on injury or disability leave to submit to an examination(s) by City-appointed physician(s) at the City's expense or under the provision of workers' compensation or the retirement/pension provisions as provided under State Statute.

B. All injuries that occur during working hours shall be reported to the employee's supervisor within 24 hours of the injury or before the employee leaves their department of employment unless circumstances beyond the control of the employee would not permit.

C. During the term of this Agreement, the City shall pay one-half (1/2) of the state-mandated contribution for death and disability pursuant to § 31-31-811(4), C.R.S., for officers hired after January 1, 1997.

ARTICLE 22. INSURANCE

A. MEDICAL

The City will pay ninety percent (90%) of the premium cost for "employee only" coverage, eighty-five percent (85%) of the premium cost for "employee plus one" coverage and eighty percent (80%) of "family" coverage for the medical insurance plan designated as the basic City plan. Employees will pay 10%, 15% or 20% of the premium cost.

If the City offers any optional medical insurance plan(s), the employee will pay the difference between the City's contribution described above and the premium cost of the optional plan chosen.

B. DENTAL

The City will pay ninety percent (90%) of the premium cost for "employee only" coverage, eighty-five percent (85%) of the premium cost for "employee plus one" coverage and eighty percent (80%) of "family" coverage for dental insurance. Employees will pay 10%, 15% or 20% of the premium cost.

C. LIFE

Term life insurance will be provided by the City for employees covered by this Contract in an amount equal to one year of the employee's salary as specified in Article 9, Compensation, B. or C., whichever applies.

D. Any dispute concerning the interpretation or application of benefits provided under the health or dental plans shall be subject to the plan appeal process. It is expressly understood that this article is a non-grievable item under this Contract.

ARTICLE 23. RETIREE HEALTH INSURANCE ASSISTANCE

It is understood and agreed by both parties that any referral to health insurance for retirees or future retirees is not to be construed as a part of this Contract. The City agrees to pay the retiree \$75.00 per month for employees who retired on or before December 31, 1994; and \$100.00 per month for employees who retire on or after January 1, 1995.

ARTICLE 24. PENSION/RETIREMENT PLANS

Officers hired before May 20, 2013 shall contribute 10% of their base wages into the Fire and Police Pension Association of Colorado (FPPA) Statewide Defined Benefit Plan and the City shall contribute 10% of each officer's base wages into the FPPA Statewide Defined Benefit Plan. Officers who were hired before May 20, 2013, but remained in either the ICMA-RC Money Purchase Plan or converted to the FPPA Money Purchase portion of the FPPA Hybrid Plan or the FPPA Hybrid Plan shall contribute 10% of their base wages into the plan and the City shall contribute 10% of each officer's base wages into the plan.

Officers hired after May 20, 2013 shall be enrolled in FPPA's Statewide Defined Benefit Plan and they shall contribute 8% of their base wages into the plan and the City shall contribute 8% of their base wages into the plan. The plan documents for the City of Englewood ICMA Retirement Corporation 401(a) Money Purchase Plan and the FPPA Plans will be available for inspection in the Department of Finance and Administrative Services. FPPA plan information is available on FPPA's website at: www.fppaco.org.

ARTICLE 25. RULES AND REGULATIONS

A. Except as limited by the express terms of this Contract, the City retains the right to promulgate reasonable rules, regulations, policies, procedures and directives. Said rules, regulations, policies, and procedures and directives which are an alleged violation of this Contract shall be subject to the grievance procedure.

B. The City agrees to meet and confer in a timely manner with the Association concerning the formulation of changes of rules and regulations, policies, procedures and directives.

ARTICLE 26. DUES DEDUCTION

A. The City agrees to deduct the Association dues once each pay period from the pay of those employees who individually request in writing that such deductions be made, subject to the garnishment laws of the State of Colorado. The amounts to be deducted shall be certified to the City Director of Human Resources by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the 15th of the succeeding month, after such deductions are made. The authorization shall be revocable during the term of the Contract, upon a thirty (30) day written notice by the employee to the City Finance and Administrative Services Director.

B. If no wages are paid an authorized employee on the last pay period of a given pay period, deduction for that pay period will be made from any wages which may be paid to him/her on the next succeeding final monthly City pay period. It is expressly understood that the City assumes no liability and shall not be liable for the collection or payment to the Association of any dues during any time that an employee is not actually working for the City and actually on the payroll of the City. In the event of error on the check-off list, the City will not be responsible to make adjustments, until notified by the Treasurer of the Association.

C. The Association shall indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provision of this Article.

D. Changes in the dues amount to be deducted shall be limited to two (2) changes each year, and provided a thirty (30) day written notice is provided the City Director of Human Resources.

E. Should the change in the deduction amount or method require a computer programming change, the Association shall be responsible for that cost of such change or changes, at \$30 per hour with a four (4) hours maximum. Payment from the Association shall be made to the City Director of Human Resources within ten (10) days of receipt of billing.

ARTICLE 27. ASSOCIATION ACTIVITIES

The City agrees that during working hours on the City premises and without loss of pay, Association representatives may be allowed to: attend Association-management meetings; attend negotiation sessions; post Association notices on City designated bulletin boards; solicit Association memberships during employee's non-work time; and represent employees on grievances and disciplinary matters provided the work load permits as determined by the Police Chief or designated representative and requires no overtime pay.

ARTICLE 28. LETTER OF CORRECTIVE ACTION

A. Examples of reasons that may result in an oral or written corrective action are listed under City of Englewood Administrative Policy Manual, Policy #25, "Corrective and Disciplinary Action", and the Englewood Police Department Operation Manual, Sections 3.1, "Code of Conduct" and 3.2, "Discipline".

B. The employee shall have the opportunity to submit written comments in response to any written corrective action which is to be included in the employee's official personnel file.

C. The employee retains the right to request an administrative review of any written corrective action which is to be included in the employee's official personnel file. The Police Chief shall determine this administrative review procedure. A representative of the EPBA may be included in this administrative review process at the employee's request. Written findings of this administrative review shall be placed in the employee's official personnel file.

D. This Article shall not be grievable under this Contract.

ARTICLE 29. DISCIPLINARY ACTION

Disciplinary actions are those personnel actions administered against an employee for an offensive act or poor job performance, which actions adversely affect the current pay, current status, or tenure of the employee.

1. Disciplinary action penalties include suspension, demotion, and discharge of an employee.
2. Disciplinary action may be administered concurrently with corrective actions.
3. Reasons for disciplinary action are defined under City of Englewood Administrative Policy Manual, Policy #25, "Corrective and Disciplinary Action" and the Police Operations Manual: 3.1, "Code of Conduct" and 3.2, "Discipline".

An employee shall be allowed at his/her discretion one (1) Association representative to be present during predisciplinary meetings. This provision shall apply only when an employee desires the assistance of an Association representative and only when the employee believes that disciplinary action as defined above may be taken against the employee.

ARTICLE 30. GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation concerning the interpretation or application of a specific provision of this Contract. The employee and the Association shall be required to follow the procedure as set out below.

Step 1

If the employee/Association is unable to settle the grievance or dispute orally and informally through his/her immediate supervisor within seven (7) calendar days of the date of the occurrence of the grievance, or the employee's knowledge of it, the employee may within the succeeding seven (7) calendar days file a written grievance with his/her supervisor. The supervisor shall attempt to resolve the matter and shall respond in writing to the employee within seven (7) calendar days. An Association or general grievance shall be presented directly by the President of EPBA or his designee to the Police Chief.

Step 2

If the grievance still remains unresolved, it shall be presented by the employee to the Police Chief in writing within seven (7) calendar days following receipt of the supervisor's response. The Police Chief shall respond in writing within seven (7) calendar days.

Step 3

If the grievance still remains unresolved, it shall be presented by the employee to the City Manager in writing within seven (7) calendar days following receipt of the Police Chief's response. The City Manager or his/her designated representative shall respond in writing within fourteen (14) calendar days.

Step 4

If the grievance is still unresolved, the employee within fourteen (14) calendar days after the reply of the City Manager or his/her designated representative, may by written notice request the matter be heard by an arbitrator. If within five days of the request for arbitration the Association and the City cannot mutually agree on an impartial arbitrator, a request will be filed with the Federal Mediation and Conciliation Service (FMCS) for a panel of seven arbitrators to be sent to the parties. The arbitrator shall be selected by a method of alternative striking of names from the panel, with the first strike determined by a coin flip. The final name left on the panel shall be the arbitrator. The arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of testimony and argument.

Each party shall be responsible for compensation to its own representatives and witnesses. The fees of the arbitrator shall be shared equally by the Association and the City. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available to the arbitrator. If the other party wishes to have a copy of the transcript, it shall share equally all costs of the transcript.

Failure by an employee or the Association to comply with any time limitation shall constitute a settlement of the grievance. Should the employer not respond within the prescribed time, the grievance will automatically proceed to the next step. At the employee's option, the employer may be allowed additional time to respond.

Authority of Arbitrator

The arbitrator shall have no power to add to or subtract from or change the terms of this Contract. The written decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall limit his/her decision strictly to the grievance submitted which has been properly processed through the grievance procedure outlined.

Processing Grievance During Working Hours

Grievances may be investigated and processed by the employee and one (1) on-duty Association representative at the employee's request during working hours within reasonable time limits without loss of pay provided notice is given and the work load permits.

ARTICLE 31. EXCLUSIVENESS OF CONTRACT

The City and the Association agree that the terms and provisions herein contained constitute the entire Contract between the parties and supersede all previous communications, representatives or agreements, either verbal or written, between the parties with respect to the subject matter herein. The City and the Association agree that all negotiable items have been discussed during the negotiations leading to this Contract and, therefore, agree that negotiations will not be reopened on any item during the life of this Contract except by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their respective representatives, and their signatures placed thereon, on this ____ day of June, 2014 at Englewood, Colorado.

CITY OF ENGLEWOOD

ENGLEWOOD POLICE BENEFIT
ASSOCIATION

Randy P. Penn, Mayor

John Hoehler, President

ATTEST:

City Clerk

City Manager

RESOLUTION NO. _____
 SERIES OF 2014

A RESOLUTION AMENDING THE TRAVEL POLICY FOR THE CITY COUNCIL OF ENGLEWOOD, COLORADO.

WHEREAS, the City Council of the City of Englewood, Colorado adopted the City Council travel policy by the passage of Resolution No. 10, Series of 1992; and

WHEREAS, the City Council of the City of Englewood, Colorado amended the current City Council travel policy by the passage of Resolution No. 10, Series of 2000; and

WHEREAS, the current travel policy states that proposed travel expenditures are published in the Englewood Herald; and

WHEREAS, with technology advancements the Englewood City Council approved actions are currently published on the City's web site in addition to the Englewood Herald.

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 amends the Travel Policy for the City Council of Englewood, to read as follows:

TRAVEL POLICY FOR THE CITY COUNCIL OF ENGLEWOOD.

Each Council Member shall justify participation for all travel events thirty (30) days prior to attendance, and approval by vote of the Council.

Each Council Member shall provide a summary explaining the nature of his/her participation, how it will benefit or affect the City and reconciling expenditures within 30 days after his/her return from an event.

Council as a group, shall make a conscientious effort to remain within the designated budget each year.

Council shall make a diligent effort to keep expenses to a minimum by purchasing lowest available air fare, securing economy hotel accommodations, and implementing other cost saving measures whenever possible.

Council Members will not be allowed to travel for the City until their previous travel expenses have been reconciled.

Council shall continually monitor travel expenditures throughout the year.

Council shall publish proposed travel expenditures ~~in on the Englewood Herald paid advertising section~~ City of Englewood Web Site prior to the expenditure.

A Council Member may go to only one (1) out-of-state conference per year unless approved by a super-majority vote of five (5) Council Members.

Any Council Member who cannot travel after expenses have already been paid may be asked to pay a portion of these expenses out of his/her salary by a super-majority vote of Council.

ADOPTED AND APPROVED this 16th day of June, 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

RESOLUTION NO. _____
SERIES OF 2014

A RESOLUTION AMENDING RESOLUTION NO. 41, SERIES OF 2009 PERTAINING TO THE ENGLEWOOD CITY COUNCIL POLICY MANUAL-USE OF DISCRETIONARY FUNDS.

WHEREAS, it is the policy of City Council to limit the discretionary use of taxpayer funds; and

WHEREAS, it is the policy of the City Council to encourage accountability to the public for the use of taxpayer funds;

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

- Section 1. Discretionary funds in the sum of \$600.00 shall be allocated for each Council Person per annum. It is the intention of the City Council that these funds be used in the metropolitan area surrounding the City of Englewood. Those funds not used in any calendar year shall not be later used by the Council Person but shall be returned to the general fund.
- Section 2. Discretionary funds shall not to be used for out-of-state expenses unless approved by City Council. An application for use of Discretionary Funds for an out-of-state trip may be applied for after the fact, but if the City Council disapproves of the expenditure the Council Member must pay back any of the discretionary funds used during the trip.
- Section 3. Discretionary funds may be used for books, publications, newspapers, or materials directly related to the responsibilities of the City Council. The materials may not be used for personal uses and shall be made available to other Council Members on request, that is any materials (tapes, publications, etc.) obtained at a conference or purchased with discretionary funds shall be made available to all of the Council members and City Staff on request.
- Section 4. Individual memberships to an organization (service clubs, etc.) may be paid from discretionary funds provided they have a City purpose.
- Section 5. Discretionary funds may be used for meals that are directly related to the responsibilities of the City Council. Expenditures for alcoholic beverages shall only be as part of a meal as opposed to separate expenditure. Where it is necessary as a part of the establishments policy to have separate tickets for food and beverage purchases, compliance shall be satisfied so long as noted on the receipts by the council person.
- Section 6. Additional discretionary funds may be used to purchase a tablet, computer or other technical equipment for City business so long as the money is appropriated in the City Council Budget.

- Section 6 7. All receipts must be turned in within 15 days of date of expenditure to facilitate reconciliation with Finance Department. Failure to comply may result in non-payment for that expense.
- Section 7 8. Discretionary funds shall not be used in a manner that would violate the Fair Campaign Practices Act or any other law.
- Section 8 9. Discretionary Funds shall not be used for individual charitable contributions as such contributions are made by Council Motion using funding from the Council Aid to Other Agencies Account.
- Section 9 10. Usage of a City-issued credit card is permissible for discretionary expenditures subject to separate credit card usage agreement attached.
- Section 10 11. Expenditure Form attached shall be used for documentation of all expenses.
- Section 11 12. Resolution No. 11, Series of 1992 is hereby amended to reflect changes in the Council Policy made by this resolution.

ADOPTED AND APPROVED this 16th day of June, 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