

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

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

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Roll Call.
5. Consideration of Minutes of Previous Session.
  - a. Minutes from the Regular City Council Meeting of July 7, 2014.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment.

8. Communications, Proclamations, and Appointments.
  
9. Consent Agenda Items
  - a. Approval of Ordinances on First Reading.
  - b. Approval of Ordinances on Second Reading.
    - i. Council Bill No. 37, authorizing the application for and acceptance of a grant award from the Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) Program.
    - ii. Council Bill No. 38, authorizing the execution of Intergovernmental Subgrantee Agreements with Arapahoe County for the 2014 Community Development Block Grant (CDBG).
    - iii. Council Bill No. 39, authorizing an intergovernmental agreement with Arapahoe County for open space grant funding for the synthetic turf field at the new Englewood Campus.
    - iv. Council Bill No. 40, authorizing an Intergovernmental Agreement with the State of Colorado to Permit Clinical Training to students of Red Rocks Community College.
    - v. Council Bill No. 42, authorizing an intergovernmental agreement with Arapahoe County for the November 4, 2014 Coordinated Election.
  - c. Resolutions and Motions.
  
10. Public Hearing Items. (None Scheduled)
  
11. Ordinances, Resolutions and Motions.
  - a. Approval of Ordinances on First Reading.
    - i. Council Bill No. 43 – Recommendation from the Public Works Department to adopt a bill for an ordinance authorizing an intergovernmental agreement with the Regional Transportation District for improvements and repairs to four transit stops. **Staff Source: Dave Henderson, Deputy Public Works Director.**
    - ii. Council Bill No. 44 – Recommendation from the Finance and Administrative Services Department to adopt a bill for an ordinance updating definitions for Pawn Brokers and Secondhand Dealers and Purchasers of Valuable Articles (Title 5, Chapter 15 and 23) in the Englewood Municipal Code. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**

- iii. Council Bill No. 45 – Recommendation from the Community Development Department to adopt a bill for an ordinance authorizing amendments to Title 16: Unified Development Code regarding small lot development standards. Staff further recommends that Council set a Public Hearing for Monday, August 4, 2014 to gather public input on the proposed amendments. **Staff Source: Brook Bell, Planner II.**
- b. Approval of Ordinances on Second Reading.
  - i. Council Bill No. 41, authorizing a ballot question on the November 2014 ballot seeking approval of the requested McLellan Reservoir property trade.
- c. Resolutions and Motions.
  - i. Recommendation from the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee to approve, by motion, the annual Support, Licensing and Hosting Agreement for Infor Enterprise Asset Management System (EAM) for the L/E Wastewater Treatment Plant and the Utilities Department. Staff recommends extending the current contract for 2014 and two subsequent years, renewable annually. **Staff Source: Jeff Konishi, Director of Information Technology and Cindy Goodburn L/E WWTP Business Services Manager.**
- 12. General Discussion.
  - a. Mayor’s Choice.
  - b. Council Members’ Choice.
- 13. City Manager’s Report.
- 14. City Attorney’s Report.
- 15. Adjournment.

## BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 37  
INTRODUCED BY COUNCIL  
MEMBER OLSON

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
REGARDING THE APPLICATION FOR AND ACCEPTANCE OF AN EDWARD BYRNE  
MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2014 LOCAL  
SOLICITATION.

WHEREAS, the Englewood City Council previously authorized the application for and acceptance of Justice Assistance Grants (JAG) with the passage of Ordinance No. 49, Series of 2008; Ordinance No. 12, Series 2009; and Ordinance No. 27, Series of 2009; Ordinance No. 16, Series of 2010; Ordinance No. 33, Series of 2011; Ordinance No. 24, Series of 2012; and Ordinance No. 36, Series of 2013; and

WHEREAS, the award is based upon a congressionally mandated JAG formula which is based on the State's share of violent crime and population and Englewood receives an amount based on the City's proportion of the State's three-year violent crime average; and

WHEREAS, the Justice Assistance Grant is a non-matching grant for 2014, awarding the City of Englewood Ten Thousand and Eighty Dollars, (\$10,080.00); and

WHEREAS, the JAG funding will be used to purchase new communications/computer equipment for the Incident Command Van; an extension bed for a Police command vehicle; new point-and-shoot cameras for crime scene investigators; and camera equipment for higher level processing of crime and accident scenes; and

WHEREAS, the Justice Assistance Grant incorporates funds from the U.S. Department of Justice.

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 City to apply for and accept the Justice Assistance Grant from Edward Byrne Justice Assistance Grant Program, attached hereto as Exhibit A.

Section 2. The Mayor is authorized to execute the acceptance of the grant for and on behalf of the City of Englewood.

Section 3. The Justice Assistance Grant incorporates federal funds from the U.S. Department of Justice.

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

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

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

Read by title and passed on final reading on the 21<sup>st</sup> day of July, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 25<sup>th</sup> day of July, 2014.

Published by title on the City's official website beginning on the 23rd day of July, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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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.

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Loucrishia A. Ellis

U.S. Department of Justice

OMB No. 1121-0329

Approval Expires 07/31/2016

Office of Justice Programs

Bureau of Justice Assistance



The U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

## Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2014 Local Solicitation

### Eligibility

Applicants are limited to units of local government appearing on the FY 2014 JAG Allocations List. To view this list, go to [www.bja.gov/programs/jag/14jagallocations.html](http://www.bja.gov/programs/jag/14jagallocations.html). For JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff. In the District of Columbia or any U.S. Trust Territory, a unit of local government is any agency of the District of Columbia or federal government performing law enforcement functions for the District of Columbia or U.S. Trust Territory.

### Deadline

Applicants must register in OJP's Grants Management System (GMS) prior to submitting an application for this funding opportunity. Select the "Apply Online" button associated with the solicitation title. See the "How to Apply" section on page 20 for more details. All registrations and applications are due by 8:00 p.m. eastern time on June 10, 2014. (See "Deadlines: Registration and Application," page 4.)

### Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 1-888-549-9901, option 3, or via e-mail to [GMS@doj.gov](mailto:GMS@doj.gov). The GMS Support Hotline hours of operation are Monday-Friday from 6:00 a.m. to 12 midnight eastern time, except federal holidays.

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail the BJA contact identified

below **within 24 hours after the application deadline** and request approval to submit their application.

For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1-877-927-5657, via e-mail to \_\_\_\_\_ or by live web chat. The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time, Monday through Friday, and 8:30 a.m. to 8:00 p.m. eastern time, on the solicitation close date. You may also contact your State Policy Advisor.

**Release date: April 24, 2014**

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# **Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2014 Local Solicitation (CFDA #16.738)**

## **Overview**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs including indigent defense, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs.

## **Deadlines: Registration and Application**

Applicants must register in GMS prior to submitting an application for this funding opportunity. The deadline to register in GMS and the deadline to apply for funding under this announcement is 8:00 p.m. eastern time on June 10, 2014. See "How To Apply" on page 20 for details.

## **Eligibility**

Refer to the title page for eligibility under this program.

## **Program-Specific Information**

### **Program Areas**

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs, including indigent defense.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

### **\*Please note that JAG funding may be utilized in support of:**

- Systems upgrades (hardware/software), including potential upgrades necessary for state, territories, units of local government and/or tribes to come into compliance with the FBI's UCR Redevelopment Project (UCRRP).
- Developing or sustaining state compatible incident based reporting systems.

**Award Recipient Responsibilities:** The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and performance metrics reports and annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

**Governing Body Review:** No fewer than 30 days prior to application submission, the applicant agency (fiscal agent in disparate situations) must make the grant application available for review by the governing body (or to the organization designated by the governing body. **See the Review Narrative section on page 15 for additional information.**

**Public Comment:** At the time of application submission, the applicant agency (the fiscal agent in disparate situations) must provide an assurance that the application was made public and an opportunity to comment was provided to citizens and neighborhood or community organizations to the extent the applicable law or established procedure makes such an opportunity available. **See the Review Narrative section on page 15 for additional information.**

**Prohibited Uses:** No JAG funds may be expended outside of JAG program areas. Even within these program areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, **JAG funds may not be used directly or indirectly to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:**

- \*Vehicles, vessels, or aircraft.
- \*\*Unmanned aerial vehicles/unmanned aircraft, aircraft system, or aerial vehicles (UA/UAS/UAV).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar items.

**\*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.**

**\*\*Unmanned Aircraft, Aircraft System, or Aerial Vehicles (UA/UAS/UAV):** No JAG funds may be expended on these items unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. In addition, no JAG funds may be expended for this purpose without Federal Aviation Administration (FAA) approval and certification that the use is legal in the local jurisdiction. Also, any grant award using funds for this purpose may be subject to additional conditions and reporting criteria, which will be spelled out in a customized special condition attached to the grant award.

***For information related to requesting a waiver to obtain BJA certification for any prohibited item, or for examples of allowable vehicles that do not require BJA certification, refer to the JAG FAQs on BJA's [JAG web page](#).***

## Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- improving the quantity and quality of evidence OJP generates;
- integrating evidence into program, practice, and policy decisions within OJP and the field; and
- improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based.

OJP's [CrimeSolutions.gov](http://CrimeSolutions.gov) web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services. Additionally, when considering evidence-based programs and practices specific to reentry, it is recommended that jurisdictions review the [What Works in Reentry Clearinghouse](#) for important research on the effectiveness of a wide variety of reentry programs and practices. The Clearinghouse provides a one-stop shop for practitioners and service providers seeking guidance on evidence-based reentry interventions.

## Amount and Length of Awards

Eligible allocations under JAG are posted annually on BJA's JAG web page: [www.bja.gov/ProgramDetails.aspx?Program\\_ID=59](http://www.bja.gov/ProgramDetails.aspx?Program_ID=59).

Awards of at least \$25,000 or more are 4 years in length with an award period of October 1, 2013 through September 30, 2017. Extensions beyond a 4-year period may be made on a case-by-case basis at the discretion of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date**.

Awards that are less than \$25,000 are 2 years in length with an award period of October 1, 2013 through September 30, 2015. Requests for up to an additional 2 years to complete performance of the award will be granted automatically, pursuant to 42 U.S.C. § 3751(f). Extensions beyond a 4-year period may be made on a case-by-case basis at the discretion of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date**.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

## Budget Information

**AG awards are based on a statutory formula as described below.**

**Although JAG grantees and subgrantees are required to report on quarterly accountability measures through BJA's Performance Measurement Tool (PMT), those reports are intended to promote greater transparency about the use of JAG funds and do not determine the amount of JAG funds allocated to a state and/or localities.**

Applicants must submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. **See the budget narrative description under the "How to Apply" section (page 20) for more information.**

**JAG Formula:** Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.
4. Determining local unit of government award allocations, which are based on their proportion of the state's 3-year violent crime average. If a local eligible award amount is less than \$10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is \$10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

**Administrative Funds:** A unit of local government may use up to 10 percent of the award, including interest, for costs associated with administering JAG funds.

**Supplanting:** Supplanting is prohibited under JAG. Applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the JAG FAQs on BJA's [JAG web page](#) for examples of supplanting.

**Leveraging of Grant Funds:** Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, a city may utilize JAG and Homeland Security Grant Program (HSGP) money to fund different portions of a fusion center project. In instances where leveraging occurs, all federal grant funds must be tracked and reported on separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.

**Disparate Certification:** A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

- ★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to [www.bja.gov/Funding/JAGMOU.pdf](http://www.bja.gov/Funding/JAGMOU.pdf).

**Trust Fund:** SAAs may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement does not apply to direct JAG award recipients or subrecipients that draw-down on a reimbursement basis rather than in advance.

**Match Requirement:** Match is not required under the JAG Program. Although match is an effective strategy to expand justice funds and build buy-in for local criminal justice initiatives, BJA encourages states to consider financial and other potential local constraints related to imposing a match requirement on subgrantees, as it may adversely affect small local jurisdictions. Matching funds become part of the overall award amount, and as such are subject to audit and should be expended prior to closeout.

**Limitation on Use of Award Funds for Employee Compensation; Waiver**

With respect to any award of more than \$250,000 made under this solicitation, recipients may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the award recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. The 2014 salary table for SES employees is available at [www.opm.gov/salary-tables](http://www.opm.gov/salary-tables). Note: A recipient may compensate an employee at a greater rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. (Any such additional compensation will not be considered matching funds where match requirements apply.)

The Assistant Attorney General for OJP may exercise discretion to waive, on an individual basis, the limitation on compensation rates allowable under an award. An applicant requesting a waiver should include a detailed justification in the budget narrative of the application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit the budget.

The justification should include the particular qualifications and expertise of the individual, the uniqueness of the service the individual will provide, the individual's specific knowledge of the

program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work to be done.

### **Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs**

OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully—before submitting an application—the OJP policy and guidance on “conference” approval, planning, and reporting available at [www.ojp.gov/funding/confcost.htm](http://www.ojp.gov/funding/confcost.htm). OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most such costs for cooperative agreement recipients and of some such costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

### **Costs Associated with Language Assistance (if applicable)**

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section of the OJP "Other Requirements for OJP Applications" web page at [www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm).

## **Other JAG Requirements**

### **Body Armor Certification**

- Ballistic-resistant and stab-resistant body armor can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program.
- The BVP Program is designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#).
- JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the ballistic-resistant vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match.
- Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest NIJ standards can be found at: [www.nij.gov/topics/technology/body-armor/safety-initiative.htm](http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm).
- As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect.

FAQs related to the mandatory wear policy and certifications can be found at [www.bja.gov/Funding/JAGFAQ.pdf](http://www.bja.gov/Funding/JAGFAQ.pdf). This policy must be in place for at least all uniformed officers before any FY 2014 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification **must** be signed by the certifying official and **must** be attached to the application. If the grantee proposes to change project activities to utilize JAG funds to purchase bulletproof vests after the application period (during the project period), the grantee must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center [atvests@usdoj.gov](mailto:atvests@usdoj.gov) or toll free at 1-877-758-3787.

- A copy of the certification related to the mandatory wear can be found at: [www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf](http://www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf).

### **Interoperable Communications**

- Grantees (including subgrantees) that are using FY 2014 JAG Program funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) must ensure:
  - Compliance with the *FY 2014 SAFECOM Guidance on Emergency Communications Grants* (including provisions on technical standards that ensure and enhance interoperable communications).
  - Adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band.
  - Projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact [OEC@hq.dhs.gov](mailto:OEC@hq.dhs.gov).
  - All communications equipment purchased with grant award funding (plus the quantity purchased of each item) is identified during quarterly performance metrics reporting.

### **Use of Global Standards Package**

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantees shall document planned approaches to information sharing and describe compliance

to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

### **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database**

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2014 DNA Backlog Reduction Program, available at <https://ncjrs.gov/pdffiles1/nij/sI001112.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

## **Reporting Requirements, Accountability Measures, and JAG Showcase**

Award recipients will be required to submit quarterly financial status (SF-425) and annual programmatic reports through GMS, quarterly accountability metrics reports (see below) through BJA's Performance Measurement Tool (PMT), and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System (FSRS) as necessary (see FFATA section below).

### **Accountability Measures**

To assist the Department in fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPR), Public Law 103-62, and the GPR Modernization Act of 2010, Public Law 111-352, applicants who receive funding under this solicitation must provide data that measures the results of their work done under this solicitation. **Quarterly accountability metrics reports must be submitted through BJA's PMT, available at [www.bjaperformancetools.org](http://www.bjaperformancetools.org). The accountability measures can be found at: [www.bjaperformancetools.org/help/JAGMeasuresQuestionnaire.pdf](http://www.bjaperformancetools.org/help/JAGMeasuresQuestionnaire.pdf).**

Data reported by JAG grantees and subgrantees for this report does not determine JAG funding, which is calculated based on a statutory formula combining population and Uniform Crime Reporting Part I crime data. BJA encourages JAG grantees to make decisions on funding through a collaborative process involving all major stakeholders including law enforcement, courts, indigent defense, prosecution, corrections and community corrections, treatment providers, crime victims, and others. The measures are not designed to replace the planning that should occur at the state and local level.

Submission of accountability measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for accountability measures. Refer to the section "What an Application Should Include" on page 14 for additional information.

### **Note on Project Evaluations**

Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations

designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge" 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "Research and the Protection of Human Subjects" section of the OJP "Other Requirements for OJP Applications" web page ([www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm)). Applicants whose proposals may involve a research or statistical component also should review the "Confidentiality" section on that Web page.

## **JAG Showcase**

The **JAG Showcase** was designed to identify and highlight JAG projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. BJA has now expanded the concept of the JAG Showcase to other BJA grant programs and created a new **BJA Success Story web page**. This new web page will be a valuable resource for states, localities, territories, tribes and criminal justice professionals who seek to identify and learn about JAG and other successful BJA funded projects linked to innovation, crime reduction, and evidence based practices.

If you have a JAG Success Story you would like to submit, sign in to your **My BJA account** to access the Success Story Submission form. If you do not have a **My BJA account**, please **Register**. Once you register, one of the available areas on your *My BJA* page will be "*My Success Stories*". Within this box, you will see an option to add a *Success Story*. Once reviewed and approved by BJA, all success stories will appear on the new **BJA Success Story web page**.

## **Priorities**

BJA recognizes that the downturn in the economy has resulted in significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level.

In addition to our longstanding and unwavering commitment to keeping violent crime at its lowest level in decades, the following priorities represent key areas where BJA will be focusing nationally and invite each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership.

## **Reducing Gun Violence**

Gun violence has touched every state, county, city, town, and tribal government in America. In the aftermath of the Sandy Hook Elementary School tragedy and recent mass shooting at the Washington Navy Yard, BJA continues to encourage states and localities to invest valuable JAG funds in programs to: combat gun violence, enforce existing firearms laws, improve the process used to ensure that those prohibited from purchasing or owning guns are prevented from doing so, enhance reporting to the FBI's National Instant Criminal Background Check System (NICS) and provide active shooter response training to law enforcement officers and first responders.

## **Recidivism Reduction, Pretrial Reform and Justice System Realignment**

In this time of fiscal austerity and smaller state and local budgets, reducing unnecessary incarceration in a manner that promotes public safety is a paramount goal. Effective community supervision coupled with evidence-based program interventions can result in significant reductions in recidivism. A priority funding area is the implementation of effective pretrial services programs. The use of validated risk assessment tools to inform pre-trial release decisions is critical. For a variety of resources, or to request BJA supported technical assistance from the Pre-trial Justice Institute, see [www.pretrial.org](http://www.pretrial.org). Another priority for JAG funding is to support innovative programs and approaches in probation and parole supervision that improve services to offenders and increase collaborative efforts among community supervision agencies with law enforcement and the courts. Another promising approach to justice systems reform is the Justice Reinvestment Initiative (JRI), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 19 states and 17 local governments are working to control spiraling incarceration costs through JRI and reinvestment savings in evidence-based criminal justice programs and strategies. Strategic investment of JAG funds to implement JRI legislation and policy changes in those states and localities can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. (See the Urban Institute's [Justice Reinvestment Initiative State Assessment Report](#).)

## **Indigent Defense**

Another key priority area is support for indigent defense. BJA continues to encourage states and units of local government to use JAG funds to support the vital needs of the indigent defense community. Attorney General Holder has consistently stressed that the crisis in indigent defense reform is a serious concern which must be addressed if true justice is to be achieved in our nation. In 2002, the American Bar Association (ABA) published Ten Principles of a Public Defense Delivery System which represent fundamental building blocks for implementing quality legal representation for indigent defendants. (See ABA's [Ten Principles of a Public Defense Delivery System](#).)

## **Improving Mental Health Services**

Disproportionate numbers of people with mental illness are involved in the criminal justice system often as a result of untreated or undertreated mental illness. This is an issue that impacts numerous facets of the criminal justice system. After the Newtown tragedy, numerous states began pushing for and adopting policies supporting early identification and intervention. States aimed to enhance mental health screening services to identify emerging mental illness in children and adolescents and to ensure adequate access to care. BJA encourages states and units of local government to utilize JAG funding in support of programs and policy changes

aimed at the following: identifying and treating people with severe mental illness before they reach crisis point; training law enforcement and correctional officers on mental health and mental health related crisis-intervention; increasing justice system diversion strategies to divert offenders with mental illness from unnecessary arrest and incarceration to more appropriate and cost-effective community-based treatment and supervision; mental health courts, allowing inmates to continue psychotropic medication in jails; and improving oversight of mental health care in jails, increasing post-jail housing options and enhancing community mental health services. (See Adults with Behavioral Health Needs under Correctional Supervision.)

## **Evidence-Based “Smart” Programs**

Many criminal justice agencies continue to experience unprecedented budget cuts, layoffs, and reductions in force. These challenges must be met by making wider use of advancements in the criminal justice field in the last several decades which rely on use of data, crime analysis, cutting edge technology, research and evaluations regarding evidenced-based and high-performing programs. A useful matrix of evidence-based policing programs and strategies is available through the Center for Evidence-Based Policy at George Mason University. In the re-entry field, a summary of research-based re-entry strategies is available on the National Reentry Resource Center’s What Works in Reentry Clearinghouse link. BJA offers a number of program models designed to effectively implement evidence based strategies including Smart Policing, Smart Supervision, Smart Pretrial, and Smart Prosecution.

BJA encourages states and units of local government to use JAG funds to support these “smart on crime” strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

## **What an Application Should Include**

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Refer to the BJA Grant Writing and Management Academy and OJP’s Grants 101 for an overview of what should be included in each application requirement. These trainings can be found at [bj.ncjrs.gov/gwma/index.html](http://bj.ncjrs.gov/gwma/index.html) and [www.ojp.gov/grants101/](http://www.ojp.gov/grants101/).

OJP strongly recommends use of appropriately descriptive file names (e.g., “Program Narrative,” “Budget Narrative,” “Memoranda of Understanding,” etc.) for all attachments.

### **1. Information to Complete the Application for Federal Assistance (SF-424)**

The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant’s profile to populate the fields on this form.

### **2. Project Abstract**

Applicants **must** provide an abstract that includes the applicant’s name, title of the project, goals of the project, and a description of the strategies to be used. In addition, above or below the abstract narrative, applicants **must identify up to 5 project identifiers** that would

be associated with proposed project activities. The list of all identifiers can be found at [www.bja.gov/funding/JAGIdentifiers.pdf](http://www.bja.gov/funding/JAGIdentifiers.pdf). The abstract **should not** exceed a half-page, or 400-500 words.

**Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.**

### **3. Program Narrative**

Applicants **must** submit a program narrative that generally describes the proposed program activities for the two or four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

**Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.**

### **4. Budget and Budget Narrative**

Applicants must submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. This narrative should include a full breakdown of administrative costs, as well as an overview of how funds will be allocated across approved JAG purpose areas. Applicants should utilize the following approved budget categories to label the requested administrative and/or sub-grant expenditures: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Consultants/Contracts, and an Other category. For informational purposes only, a sample budget form may be found at [www.ojp.usdoj.gov/funding/forms/budget\\_detail.pdf](http://www.ojp.usdoj.gov/funding/forms/budget_detail.pdf).

For questions pertaining to budget and examples of allowable and unallowable costs, see the OJP Financial Guide at [www.ojp.usdoj.gov/financialguide/index.htm](http://www.ojp.usdoj.gov/financialguide/index.htm).

**Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.**

#### **a. Non-Competitive Procurement Contracts In Excess of Simplified Acquisition Threshold**

If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at \$150,000, the application should address the considerations outlined in the [OJP Financial Guide](#).

### **5. Review Narrative**

Applicants **must** submit information documenting that the date the JAG application was made available for review by the governing body, or to an organization designated by that governing body, not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens prior

to application submission to the extent applicable law or established procedures make such opportunity available.

**Below are notification language templates that can be utilized in completing this section of the application.**

The (provide name of City/County/Tribe) made its Fiscal Year 2014 JAG application available to the (provide name of governing body) for its review and comment on (provide date); or intends to do so on (provide date).

The (provide name of City/County/Tribe) made its Fiscal Year 2014 JAG application available to citizens for comment prior to application submission by (provide means of notification); or the application has not yet been made available for public review/comment.

**Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.**

**6. Applicant Disclosure of Pending Applications**

Applicants are to disclose whether they have pending applications for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will subaward federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- the federal or state funding agency
- the solicitation name/project name
- the point of contact information at the applicable funding agency.

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000;
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000;

Applicants should include the table as a separate attachment, with the file name "Disclosure of Pending Applications," to their application. Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g., "[Applicant Name on SF-424] does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.").

**7. Memorandum of Understanding (if applicable)**

Jurisdictions certified as disparate **must** identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application **must** determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds **must** be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU **must** be attached to the application. For a sample MOU, go to [www.bja.gov/Funding/JAGMOU.pdf](http://www.bja.gov/Funding/JAGMOU.pdf).

**Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.**

**8. Tribal Authorizing Resolution (if applicable)**

Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, then the application should include appropriate legal documentation, as described above, from all tribes that would receive services/assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

Applicants unable to submit an application that includes a fully-executed (i.e., signed) copy of appropriate legal documentation, as described above, consistent with the applicable tribe's governance structure, should, at minimum, submit an unsigned, draft version of such legal documentation as part of its application (except in cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If receiving funding, BJA will make use of and access to funds will be contingent on receipt of the fully-executed legal documentation.

**9. Applicant Disclosure of High Risk Status**

Applicants are to disclose whether they are currently designated high risk by another federal grant making agency. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an applicant is designated high risk by another federal grant making agency, you must email the following information to

[OJPComplianceReporting@usdoj.gov](mailto:OJPComplianceReporting@usdoj.gov) at the time of application submission:

- The federal agency that currently designated the applicant as high risk;
- Date the applicant was designated high risk;
- The high risk point of contact name, phone number, and email address, from that federal agency; and
- Reasons for the high risk status.

OJP seeks this information to ensure appropriate federal oversight of any grant award. Unlike the Excluded Parties List, this high risk information does not disqualify any organization from receiving an OJP award. However, additional grant oversight may be included, if necessary, in award documentation.

#### **10. Additional Attachments (if applicable)**

##### **Research and Evaluation Independence and Integrity**

If a proposal involves research and/or evaluation, regardless of the proposal's other merits, in order to receive funds, the applicant must demonstrate research/evaluation independence, including appropriate safeguards to ensure research/evaluation objectivity and integrity.

For purposes of this solicitation, research and evaluation independence and integrity pertains to ensuring that the design, conduct, or reporting of research and evaluation funded by BJA grants, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of the investigators responsible for the research and evaluation or on the part of the applicant organization. Conflicts can be either actual or apparent. Examples of potential investigator (or other personal) conflict situations may include those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization could not be given a grant to evaluate a project if that organization had itself provided substantial prior technical assistance to that project, as the organization in such an instance would appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability is a problem.

In the attachment dealing with research and evaluation independence and integrity, the applicant should explain the process and procedures that the applicant has put in place to identify and eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or subrecipients. It should also identify any potential organizational conflicts of interest on the part of the applicant with regard to the proposed research/evaluation. If the applicant reasonably believes that no potential personal or organizational conflicts of interest exist, then the applicant should provide a brief narrative explanation of how and why it reached that conclusion. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest.

For situations in which potential personal or organizational conflicts of interest exist, in the attachment, the applicant should identify the safeguards the applicant has or will put in place to eliminate, mitigate, or otherwise address those conflicts of interest.

Considerations in assessing research and evaluation independence and integrity will include, but may not be limited to, the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the organization in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

#### **11. Accounting System and Financial Capability Questionnaire**

Any applicant (other than an individual) that is a non-governmental entity and that has not received any award from OJP within the past 3 years must download, complete, and submit this [form](#).

### **Review Process**

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. BJA will review applications for formula awards to ensure statutory requirements have been met.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

### **Additional Requirements**

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. OJP encourages applicants to review the information pertaining to these additional requirements prior to submitting an application. Additional information for each requirement can be found at [www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm).

- Civil Rights Compliance
- Civil Rights Compliance Specific to State Administering Agencies
- Faith-Based and Other Community Organizations
- Confidentiality
- Research and the Protection of Human Subjects
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- Reporting of Potential Fraud, Waste, and Abuse, and Similar Misconduct
- National Environmental Policy Act (NEPA)

- DOJ Information Technology Standards (if applicable)
- Single Point of Contact Review
- Non-Supplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of Justice Programs Financial Guide
- Suspension or Termination of Funding
- Non-profit Organizations
- For-profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act of 2006 (FFATA)
- Awards in Excess of \$5,000,000 – Federal Taxes Certification Requirement
- Active SAM Registration
- Policy and Guidance for Approval, Planning, and Reporting of Conferences (including Meetings and Trainings)
- OJP Training Guiding Principles for Grantees and Subgrantees

## How to Apply

Applicants must submit applications through the Grants Management System (GMS), which provides cradle to grave support for the application, award, and management of awards at OJP. Applicants **must register in GMS for each specific funding opportunity**. Although the registration and submission deadlines are the same, OJP urges applicants to **register promptly**, especially if this is their first time using the system. Find complete instructions on how to register and submit an application in GMS at [www.ojp.usdoj.gov/gmscbt/](http://www.ojp.usdoj.gov/gmscbt/). Applicants that experience technical difficulties during this process should e-mail [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov) or call 888-549-9901 (option 3), Monday–Friday from 6:00 a.m. to midnight eastern time, except federal holidays. OJP recommends that applicants **register promptly** to prevent delays in submitting an application package by the deadline.

**Note on File Types: GMS does not accept executable file types as application attachments.** These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

All applicants should complete the following steps:

**1. Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at [www.dnb.com](http://www.dnb.com). A DUNS number is usually received within 1-2 business days.

**2. Acquire registration with the System for Award Management (SAM).** SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must **update or renew their SAM registration annually** to maintain an active status.

Information about SAM registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

**3. Acquire a GMS username and password.** New users must create a GMS profile by selecting the "First Time User" link under the sign-in box of the [GMS](http://www.ojp.usdoj.gov/gmscbt/) home page. For more information on how to register in GMS, go to [www.ojp.usdoj.gov/gmscbt/](http://www.ojp.usdoj.gov/gmscbt/).

**4. Verify the SAM (formerly CCR) registration in GMS.** OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the "CCR Claim" link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.

**5. Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the "Funding Opportunities" link on the left side of the page. Select "Bureau of Justice Assistance" and the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation."

**6. Register by selecting the "Apply Online" button associated with the funding opportunity title.** The search results from step 5 will display the funding opportunity title along with the registration and application deadlines for this funding opportunity. Select the "Apply Online" button in the "Action" column to register for this funding opportunity and create an application in the system.

**7. Complete the Disclosure of Lobbying Activities, if applicable.** Any applicant that expends any funds for lobbying activities must provide the detailed information requested on the form, *Disclosure of Lobbying Activities (SF-LLL)*.

**8. Follow the directions in GMS to submit an application consistent with this solicitation.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges applicants to submit the application **at least 72 hours prior** to the application due date.

### **Note: Duplicate Applications**

If an applicant submits multiple versions of an application, BJA will review the most recent version submitted.

### **Experiencing Unforeseen GMS Technical Issues**

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail your State Policy Advisor **within 24 hours after the application deadline** and request approval to submit their application. The e-mail must describe the technical difficulties and include a timeline of the applicant's submission efforts, the complete grant application, the applicant's DUNS number, and any GMS Help Desk or SAM tracking number(s). **Note: BJA does not approve requests automatically.** After the program office reviews the submission, and contacts the GMS Help Desk to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the applicant failed to follow all required procedures, which resulted in an untimely application submission, OJP will deny the applicant's request to submit their application.

The following conditions are generally insufficient to justify late submissions:

- failure to register in SAM or GMS in sufficient time
- failure to follow GMS instructions on how to register and apply as posted on the GMS Web site
- failure to follow each instruction in the OJP solicitation
- technical issues with the applicant's computer or information technology environment, including firewalls.

**Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding Web page at [www.ojp.usdoj.gov/funding/solicitations.htm](http://www.ojp.usdoj.gov/funding/solicitations.htm).**

### **Provide Feedback to OJP**

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review/peer review process. Provide feedback to [OJPSolicitationFeedback@usdoj.gov](mailto:OJPSolicitationFeedback@usdoj.gov).

**IMPORTANT:** This e-mail is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or e-mail listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please e-mail your resume to [ojppeerreview@lmbps.com](mailto:ojppeerreview@lmbps.com). The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.

# Application Checklist

## Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2014 Local Solicitation

This application checklist has been created to assist in developing an application.

### What an Applicant Should Do:

#### *Prior to Registering in GMS:*

- \_\_\_\_\_ Acquire a DUNs Number (see page 21)
- \_\_\_\_\_ Acquire or renew registration with SAM (see page 21)

#### *To Register with GMS:*

- \_\_\_\_\_ For new users, acquire a GMS username and password\* (see page 21)
- \_\_\_\_\_ For existing users, check GMS username and password\* to ensure account access (see page 21)
- \_\_\_\_\_ Verify SAM registration in GMS (see page 21)
- \_\_\_\_\_ Search for correct funding opportunity in GMS (see page 21)
- \_\_\_\_\_ Register by selecting the "Apply Online" button associated with the funding opportunity title (see page 21)

\*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contacts designated within GMS at the time the account was established. Neither OJP or the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

### General Requirements:

- \_\_\_\_\_ Review "Other Requirements" web page

### Eligibility Requirement:

- \_\_\_\_\_ Jurisdiction listed as the legal name on the application corresponds with the eligible jurisdiction listed on BJA's JAG web page
- \_\_\_\_\_ Federal amount requested is within the allowable limit of the FY 2014 JAG Allocations List as listed on BJA's JAG web page

### What an Application Should Include:

- \_\_\_\_\_ Application for Federal Assistance (SF-424) (see page 14)
- \_\_\_\_\_ Project Abstract (see page 14)
- \_\_\_\_\_ Program Narrative (see page 15)
- \_\_\_\_\_ Budget and Budget Narrative (see page 15)
- \_\_\_\_\_ Review Narrative (see page 15)
- \_\_\_\_\_ Applicant Disclosure of Pending Applications (see page 16)
- \_\_\_\_\_ Memorandum of Understanding, if applicable (see page 17)
- \_\_\_\_\_ Tribal Authorizing Resolution, if applicable (see page 17)
- \_\_\_\_\_ Applicant Disclosure of High Risk Status (see page 17)
- \_\_\_\_\_ Research and Evaluation Independence and Integrity, if applicable (see page 18)
- \_\_\_\_\_ Accounting System and Financial Capability Questionnaire (if applicable) (see page 19)
- \_\_\_\_\_ Disclosure of Lobbying Activities, if applicable (SF-LLL) (see page 21)

## BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
 SERIES OF 2014

COUNCIL BILL NO. 38  
 INTRODUCED BY COUNCIL  
 MEMBER OLSON

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF TWO INTERGOVERNMENTAL SUBGRANTEE AGREEMENTS FOR 2014 COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG) BETWEEN THE ARAPAHOE BOARD OF COUNTY COMMISSIONERS AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City Council of the City of Englewood approved the execution of an Intergovernmental Agreement between the City of Englewood and Arapahoe County by passage of Ordinance No. 25, Series of 2012, covering the City's participation in the Arapahoe County CDBG Entitlement Program for funding years 2013 through 2015; and

WHEREAS, the Englewood City Council passed Resolution 71, Series of 2013, supporting Housing and Community Development that authorized submitting an application for 2014 CDBG funding; and

WHEREAS, the Energy Efficient Englewood Project has been categorized as a housing rehabilitation activity; and

WHEREAS, the Housing Rehabilitation Project has been categorized as a housing rehabilitation activity.

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

Section 1. The Subgrantee Agreement for Arapahoe County Community Development Block Grant Funds – Subgrantee: City of Englewood, Project Name: Energy Efficient Englewood (E3) Project Number: ENHS 1405, attached hereto as Attachment 1, is hereby accepted and approved by the Englewood City Council.

Section 2. The Subgrantee Agreement for Arapahoe County Community Development Block Grant Funds – Subgrantee: City of Englewood, Project Name: Housing Rehabilitation Project Number: ENHS 1406, attached hereto as Attachment 2, is hereby accepted and approved by the Englewood City Council.

Section 3. Community Development Block Grant (CDBG) funds are Federal Housing and Urban Development funds which are administered through Arapahoe County, Colorado.

Section 4. The Mayor is hereby authorized to sign said Agreements for and on behalf of the City of Englewood, Colorado.

Section 5. The City Manager shall be authorized to further extend the subgrantee agreements for Project Number EN HS 1405 and Project Number EN HS 1406 attached hereto for the Arapahoe County Community Development Block Grant Program as needed through 2015.

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

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

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

Read by title and passed on final reading on the 21<sup>st</sup> day of July, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 25<sup>th</sup> day of July, 2014.

Published by title on the City's official website beginning on the 23rd day of July, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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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.

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Loucrishia A. Ellis

**SUBGRANTEE AGREEMENT FOR  
ARAPAHOE COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

**SUBGRANTEE: City of Englewood  
PROJECT NAME: Energy Efficient Englewood (E3)  
PROJECT NUMBER: ENHS 1405**

This Agreement is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, for the Community Development Block Grant Program in the Community Resources Department (hereinafter referred to as the County) and the **City of Englewood** (hereinafter referred to as the SubGrantee) for the conduct of a Community Development Block Grant (CDBG) Project.

**I. PURPOSE**

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the Community Development Block Grant (CDBG) Program under this Title is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for low and moderate income persons.

The project by the SubGrantee known as **Energy Efficient Englewood (E3)** (Project) will be carried out in accordance with the Scope of Services, attached to, and incorporated herein as Exhibit A.

The SubGrantee may proceed to incur costs for the Project upon receipt of an official "Notice to Proceed" from the County.

**II. WORK TO BE COMPLETED BY THE SUBGRANTEE**

The grant funds are to be used only to provide services to Arapahoe County residents, excluding residents of the city of Aurora, per County CDBG guidelines.

**A. Payment**

It is expressly agreed and understood that the total amount to be paid by the County under this contract shall not exceed \$100,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance criteria established in Exhibit A Scope of Services. The parties expressly recognize that the SubGrantee is to be paid with CDBG funds received from the federal government, and that the obligation of the County to make payment to SubGrantee is contingent upon receipt of such funds. In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or, amend this agreement. To the extent C.R.S. § 29-1-110 is applicable, any financial obligation of the County to the SubGrantee

beyond the current fiscal year is also contingent upon adequate funds being appropriated, budgeted and otherwise available.

Upon expiration of this Agreement, as identified by the Agreement Date and Project Deadline (Deadline) in Exhibit A, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. These transferred funds shall revert to the County and be utilized for other purposes.

## **B. Timeline**

All Project activities shall be completed and draw requests submitted by the Deadline unless the Subgrantee notifies the County in writing thirty (30) days prior to the Deadline that the funds cannot be disbursed. An extension may be granted, in writing, in which all draw requests be submitted and Project activities shall be completed by thirty (30) days following the Deadline. In the event that the completion deadline falls on a weekend or holiday, the Deadline will be considered the work day prior to the scheduled completion date. If the project requires additional time past the extended Deadline, the Agreement must be modified by mutual agreement of the County and the SubGrantee.

## **C. Performance Criteria**

In accordance with the funding application submitted by the SubGrantee for the Project, the criteria listed below are to be met during the execution of the Project as identified in Exhibit A Scope of Services.

1. Quantifiable Goals
2. Community Impact
3. Monthly Performance Standards

## **D. Reporting Requirements**

1. Project reports will be due within twenty (20) days following the end of each reporting period as specified in Exhibit A Scope of Services until the Project is completed.
2. The official annual audit and/or Financial Statements for the SubGrantee in which both revenues and expenditures for the CDBG Projects described herein are detailed are due annually. The last completed official annual audit report and/or Financial Statements shall be due on May 31, and for four (4) years thereafter on May 31.
3. Non-profit organizations that expend \$500,000 or more annually in federal funds shall comply with the Single Audit Act of 1984, as amended, as implemented in OMB Circular A-133, and other applicable federal regulations.

### **III. RESPONSIBILITIES OF THE SUBGRANTEE**

#### **A. Federal Compliance**

The SubGrantee shall comply with all applicable federal laws, regulations and requirements, and all provisions of the grant agreements received from the U.S. Department of Housing and Urban Development (HUD) by the County. These include but are not limited to compliance with the provisions of the Housing and Community Development Act of 1974 and all rules, regulations, guidelines and circulars promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG Program. A listing of some of the applicable laws and regulations are as follows:

1. 24 CFR Part 570;
2. 24 CFR Parts 84 and 85 as applicable per 24 CFR 570.502;
3. Title VI of the Civil Rights Act of 1964;
4. Title VIII of the Civil Rights Act of 1968;
5. Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
6. Fair housing regulations established in the Fair Housing Act, Public Law 90-284, and Executive Order 11063;
7. Section 504 of the Rehabilitation Act of 1973;
8. Asbestos guidelines established in CPD Notice 90-44;
9. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
10. Non-discrimination in employment, established by Executive Order 11246;
11. Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
12. Section 3 of the Housing and Urban Development Act of 1968;  
The purpose of section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
13. Federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in: 24 CFR Part 85 or through 24 CFR Part 84, as applicable;
14. Lead Based Paint regulations established in 24 CFR Parts 35 and 570.608;
15. Audit requirements established in OMB Circular A-133; and

16. Cost principles established in OMB Circulars A-87 and A-122 as applicable per 24 CFR 570.502;

17. Conflict of Interest:

*a) Applicability.*

(1) In the procurement of supplies, equipment, construction, and services by the County and by the SubGrantee, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of 24 CFR 570.611 (2) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the County or by its SubGrantees to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703 (i)).

*b) Conflicts prohibited.* The general rule is that persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may not obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

*c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or any designated public agencies, or of the SubGrantee that are receiving funds under this part.

*d) Exceptions.* Upon the written request of the County, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the County has provided the following documentation:

i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been

public disclosure of the conflict and a description of how the public disclosure was made; and

- ii. An opinion of the County's attorney that the interest for which the exemption is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the County has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the County's program or project, taking into account the following factors, as applicable:

- i. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- ii. Whether an opportunity was provided for open competitive bidding or negotiation;
- iii. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- iv. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- v. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- vi. Whether undue hardship will result either to the County or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- vii. Any other relevant considerations.

18. The SubGrantee cannot engage in a federally funded contract with any entity registered in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.

#### **19. Labor Standards (Davis-Bacon)**

Except for the rehabilitation of residential property that contains less than eight (8) units, the SubGrantee, and its

contractor and all subcontractors shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-7, and applicable regulations of the Department of Labor under 29 C.F.R. Part 5, requiring the payment of wages at rates of not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, when the project costs total \$2,000 or more and the work is financed in whole or in part with assistance provided under this Agreement. The applicable Davis-Bacon wage rate schedule must be included in all bid and contract documents, as well as the "Federal Labor Standards Provisions", Form HUD-4010.

## **20. Lead Based Paint Regulations**

If the Project involves acquisition, construction, demolition, rehabilitation, or any other activity related to residential housing, and the building was built prior to 1978, Lead Based Paint Laws and Regulations apply, as established in 24 CFR Parts 35 and 24 CFR 570.608. Further, all applicable federal and state laws relating to lead-based paint must be followed, including such regulations promulgated by the U.S. Environmental Protection Agency and the State Department of Public Health and Environment, including regulations for non-housing buildings. If the SubGrantee does not follow and document lead based paint laws and regulation compliance, the SubGrantee will not be eligible for reimbursement.

## **21. Environmental Review**

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and, if required, receipt by Arapahoe County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on Arapahoe County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

## **21. Uniform Relocation Act (URA)**

The Project is subject to the relocation and acquisition requirements of the Uniform Relocation Act of 1970, as amended, and implemented at 49 CFR Part 24; Section 104(d) of the Housing & Community Development Act, as amended, and implemented at 24 CFR Part 42; and Displacement, Relocation, Acquisition, and Replacement of Housing implemented at 24 CFR 570.606. The SubGrantee must comply with the County's Anti Displacement and Relocation Assistance Plan on file.

**B. Non-Appropriations Clause**

The SubGrantee agrees that it will include in every contract it enters, which relies upon CDBG monies for funding, a non-appropriation clause that will protect itself, and the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason. Because this SubGrantee Agreement involves funds from a federal grant, to the extent there is a conflict the funding provisions of this SubGrantee Agreement, the federal grant and the federal statutes control rather than the provisions of Section 24-91-103.6, C.R.S. with regard to any public work projects.

**C. Expenditure Restrictions**

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for the SubGrantee's Projects and activities, shall be allocated to the specific projects and activities described and listed in the grant agreements. The allocated funds shall be used and expended only for the projects and activities for which the funds are identified.

**D. Agreement Changes**

No projects or activities, nor the amount allocated therefore, may be changed without approval by the County and acceptance of the revised Final Statement and/or Consolidated Plan by HUD, if required. Changes must be requested in writing and may not begin until a modification to this Agreement is fully executed.

**E. Direct Project Supervision and Administration**

The SubGrantee shall be responsible for the direct supervision and administration of its respective projects or activities. This task shall be accomplished through the use of the SubGrantee's staff, agency and employees. The SubGrantee shall be responsible for any injury to persons or damage to property resulting from the negligent acts or errors and omissions of its staff, agents and employees. Because the SubGrantee is responsible for the direct supervision and administration of its

projects or activities, the County shall not be liable or responsible for cost overruns by the SubGrantee on any projects or activities. The County shall have no duty or obligation to provide any additional funding to the SubGrantee if its projects or activities cannot be completed with the funds allocated by the County to the SubGrantee. Any cost overruns shall be the sole responsibility of the SubGrantee.

1. The SubGrantee agrees that all funds allocated to it for approved projects or activities shall be used solely for the purposes approved by the County. Said funds shall not be used for any non-approved purposes.
2. The SubGrantee agrees that the funds allocated for any approved projects or activities shall be sufficient to complete said projects or activities without any additional CDBG funding.

#### **F. Indemnity**

To the extent allowed by law, the SubGrantee shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions or costs, including attorneys fees, made, asserted or incurred as a result of any damage or alleged damage to person or property occasioned by the acts or omissions of SubGrantee, its officers, employees, agents, contractors or subcontractors, arising out of or in any way connected with the Project or the performance of this contract.

#### **G. Bonding and Insurance**

If the SubGrantee's projects involve construction activities, any Contractor it uses for said activities shall be required to provide and maintain, until final acceptance by the SubGrantee of all work by such Contractor, the kinds and minimum amounts of insurance as follows:

1. Comprehensive General Liability: In the amount of not less than \$1,000,000 combined single limit. Coverage to include:
  - a. Premises Operations
  - b. Products/Completed Operations
  - c. Broad Form Contractual Liability
  - d. Independent Contractors
  - e. Broad Form Property Damage
  - f. Employees as Additional Insured
  - g. Personal Injury
  - h. Arapahoe County and the SubGrantee as Additional Named Insured
  - i. Waiver of Subrogation

2. Comprehensive Automobile Liability: In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage to include:
  - a. Arapahoe County and the SubGrantee as additional Named Insured
  - b. Waiver of Subrogation
3. Employers Liability and Workers Compensation: The Contractor shall secure and maintain employer's liability and Worker's Compensation Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under any contract funded pursuant to this agreement. Coverage to include Waiver of Subrogation.
4. All referenced insurance policies and/or certificates of insurance shall be subject to the following stipulations:
  - a. Underwriters shall have no rights of recovery subrogation against Arapahoe County or the SubGrantee; it being the intent of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the described insurance.
  - b. The clause entitled "Other Insurance Provisions" contained in any policy including Arapahoe County as an additional named insured shall not apply to Arapahoe County, or the SubGrantee.
  - c. The insurance companies issuing the policy or policies shall have no recourse against Arapahoe County, or the SubGrantee for payment of any premiums due or for any assessments under any form of any policy.
  - d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
5. Certificate of Insurance: The Contractor shall not commence work under any contract funded pursuant to this Agreement until he has submitted to the SubGrantee, received approval thereof, certificates of insurance showing that he has complied with the foregoing insurance requirements. The SubGrantee shall also submit a copy of the Contractor's certificates of insurance to the County.
6. Notwithstanding the provisions contained in this paragraph (H) set forth hereinabove, the County reserves the right to modify or waive said provisions for projects or activities for which these provisions would prove prohibitive. The SubGrantee understands, however, that the decision to waive or modify those provisions is fully within the discretion of the County.

In accordance with 24 CFR parts 84 and 85, the following bonding requirements shall apply to all projects exceeding the simplified acquisition threshold (currently \$100,000):

1. A bid guarantee from each bidder equivalent to 5% of the bid price;
2. A performance bond on the part of the contractor for 100% of the contract price; and
3. A payment bond on the part of the contractor for 100% of the contract price.

#### **H. Records**

The SubGrantee shall maintain a complete set of books and records documenting its use of CDBG funds and its supervision and administration of the Project. Records are to include documentation verifying Project eligibility and national objective compliance, as well as financial and other administrative aspects involved in performing the Project. The SubGrantee shall provide full access to these books and records to the County, the Secretary of HUD or his designee, the Office of Inspector General, and the General Accounting Office so that compliance with Federal laws and regulations may be confirmed. The SubGrantee further agrees to provide to the County upon request, a copy of any audit reports pertaining to the SubGrantee's financial operations during the term of this Agreement. All records pertaining to the Project are to be maintained for a minimum of five years following close-out of the Project.

#### **I. Reporting**

The SubGrantee shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the County and HUD. This shall include providing to the County the information necessary to complete annual Performance Reports in a timely fashion.

#### **J. Timeliness**

The SubGrantee shall comply with the performance standards established in Exhibit A of this Agreement. The SubGrantee understands that failure to comply with the established standards may lead to a cancellation of the Project and a loss of all unexpended funds.

#### **K. Reimbursement for Expenses**

The SubGrantee agrees that before the County can distribute any CDBG funds to it, the SubGrantee must submit to the County's Housing and Community Development Services Division documentation in the form required by that Division which properly and fully identifies the amount which the SubGrantee is requesting at that time. The County shall have ten (10) working days to review the request. Upon

approval of the request, the County will distribute the requested funds to the SubGrantee as soon as possible.

**L. Program Income**

All program income directly derived from the Arapahoe County Community Development Block Grant Program received by the SubGrantee will be returned to the County unless authorized in Exhibit A Scope of Services to be retained by the SubGrantee and dispersed for its approved CDBG Project activities. If the retention and re-use of Program Income is Authorized, it must be dispersed for its approved CDBG Project activities before additional CDBG funds are requested from the County. Following completion of the SubGrantee's Arapahoe County CDBG Projects, all program income directly generated from the use of CDBG funds will be remitted to the County.

**M. Real Property**

Real property acquired in whole or in part with CDBG funds shall be utilized in accordance with the scope and goals identified in Exhibit A Scope of Services attached to and made a part of this Agreement. Should the property in question be sold or otherwise disposed of, or the approved property usage discontinued, the SubGrantee shall adhere to the requirements of 24 CFR Parts 84 or 85 (as applicable) regarding the use and disposition of real property.

**N. State and County Law Compliance**

All responsibilities of the SubGrantee enumerated herein shall be subject to applicable State of Colorado statutes and County ordinances, resolutions, rules, and regulations.

**O. Subcontracts**

If subcontracts are used on the Project, the SubGrantee agrees that the provisions of this Agreement shall apply to any subcontract.

**P. Suspension or Termination**

This Agreement may be immediately suspended or terminated upon written notification from the County if the SubGrantee materially fails to comply with any term of this Agreement. This Agreement may also be terminated for convenience by mutual agreement of the County and the SubGrantee.

**Q. Urban County Designation**

In the event that the Unit of General Local Government should withdraw from the County's "Urban County" designation, this Agreement shall terminate as of the termination date of the County's CDBG grant Agreement with HUD.

#### **R. Certification**

The SubGrantee certifies that to the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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 contract, the making of any Federal grant, the making 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; and,
2. 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 employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

#### **S. Disallowance**

If it is determined by HUD or other federal agency that the expenditure, in whole or in part, for the SubGrantee's Project or activity was improper, inappropriate or ineligible for reimbursement, then the SubGrantee shall reimburse the County to the full extent of the disallowance.

#### **T. Reversion of Assets**

Upon expiration of this Agreement, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SubGrantee's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the SubGrantee in the form of a loan) in excess of \$25,000 is either:

- (i) Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the agreement, or for such

longer period of time as determined to be appropriate by the County and specified in Exhibit A Scope of Services; or

(ii) Not used in accordance with national objectives in §570.208 (formerly §570.901), in which event the SubGrantee shall pay to the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

#### **IV. RESPONSIBILITIES OF THE COUNTY**

##### **A. Administrative Control**

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds. Accordingly, the SubGrantee agrees that as to its projects or activities performed or conducted under any CDBG agreement, the County shall have the necessary administrative control required to meet HUD requirements.

##### **B. Performance and Compliance Monitoring**

The County's administrative obligations to the SubGrantee pursuant to paragraph A above shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the SubGrantee and to provide Housing and Community Development Services staff whose job it will be to monitor the various projects funded with CDBG monies to monitor compliance with applicable Federal laws and regulations.

##### **C. Reporting to HUD**

The County will be responsible for seeing that all necessary reports and information required of the County are filed with HUD and other applicable Federal agencies in a timely fashion.

#### **V. EXTENT OF THE AGREEMENT**

This agreement, including any documents attached as exhibits which are hereby incorporated herein by reference, represents the entire and integrated agreement between the County, and SubGrantee and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this agreement must be in writing and signed by both the County, and SubGrantee. If any portion of this agreement is found by a court of competent jurisdiction to be

void and/or unenforceable, it is the intent of the parties that the remaining portions of this agreement shall be of full force and effect.

## VI. NOTICES

Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth:

To the County:           Arapahoe County Attorney  
5334 S. Prince Street  
Littleton, CO 80120-1136

and

Arapahoe County Housing and Community Development  
1690 W. Littleton Blvd., #300  
Littleton, CO 80120-2069

To the SubGrantee:   City of Englewood  
ATTN: Janet Grimmatt  
1000 Englewood Pkwy  
Englewood, CO 80110

In Witness Whereof, the Parties have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

SubGrantee:

\_\_\_\_\_  
Signature - Randy P. Penn

\_\_\_\_\_  
Mayor

Title

Board of County Commissioners  
Arapahoe County, Colorado

\_\_\_\_\_  
Don Klemme on behalf of the Board of County Commissioners  
Pursuant to Resolution #~~130152~~ 140095

## EXHIBIT A

### SCOPE OF SERVICES FOR CDBG REHAB

Program Name: Englewood—Energy Efficient Englewood (E3)  
CFDA #: CDBG 14.218  
Project #: ENHS 1405

AGREEMENT AMOUNT: \$ 100,000  
AGREEMENT END DATE AND PROJECT DEADLINE: 4/30/2015

#### INTRODUCTION

This Scope of Services is attached to and incorporated into the SubGrantee Agreement between the Board of County Commissioners of the County of Arapahoe, State of Colorado and the City of Englewood (SubGrantee) as referenced in the Agreement. The purpose of this Scope of Services is to further describe the project requirements referenced in Section II. C. - Performance Criteria of the SubGrantee Agreement.

#### 1. FEDERAL REGULATORY INFORMATION

CDBG National Objective<sup>1</sup>: Benefit to low- and moderate- income (LMI) housing

HUD Matrix Code: 14A    Single Unit    Proposed Number of beneficiaries\*: 12  
Residential

\*Beneficiaries are to be counted by the number of total number of  PEOPLE or  HOUSEHOLDS who will benefit from the project (including all members of a household).

The Project will be carried out under the:

CDBG Area Benefit definition     CDBG Limited Clientele definition

For Limited Clientele Activities: Select which method of income verification will be used:

Self-Certification     Verification with supporting income documentation

If income will be verified<sup>2</sup>, select the method that will be used to determine annual household income:

N/A     Part S Section 8     Census Long Form     IRS Form 1040 Long Form

#### 2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

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<sup>1</sup> Change to appropriate National Objective if necessary.

<sup>2</sup> For descriptions of each income verification method and required documentation, go to:

<http://www.hud.gov/offices/cpd/affordablehousing/training/web/calculator/calculator.cfm>

This website provides an on-line income calculator for each of the three verification methods. The use of the calculator is required and a print-out of the completed calculator for each household assisted must be maintained on file.

**a. Purpose (short description of program purpose)**

The E3 project is available within the City of Englewood to assist low and moderate income families with incentives to encourage conservation and energy efficiency upgrades.

**b. Goals and Community Impact**

To provide loan and/or grants to 12 single family homeowners within Englewood.

**c. Project Address-throughout Arapahoe County**

Sites within Englewood addresses unknown at this time.

**d. Name of Organization Carrying out the Activity –City of Englewood**

Organization is:  Another unit of local gov't;  Another public agency;  CBDO only;  Subrecipient only;  CBDO designated as subrecipient

**e. Local Jurisdictions rules and regulations/ADA**

SubGrantee agrees that it has read and understands the local jurisdiction's rules and regulations and local codes pertaining to the work and that all work will be permitted with the municipality and completed according to its rules and regulations. SubGrantee will perform the work in accordance with the Americans with Disabilities Act (ADA).

**f. Detailed Program Requirements**

The responsibilities of the City of Englewood for implementation of the program will include:

- Market the program;
- Accept all applications;
- Determine applicants' eligibility and approve or deny grants;
- Maintain a list of approved contractors;
- Complete a Site Specific Environmental Review;
- Contact Arapahoe County Weatherization, if eligible refer client;
- Determine needs and develop comprehensive work specifications based on Energy Audit;
- Prepare client documentation;
- Monitor rehab activity;
- Comply with lead-based paint regulations and ensure that tenants, owners and contractors are aware of their rights, responsibilities and options;
- Maintain program activity records and produce reports as set forth in this contract;
- Homeowner selects company/individual to conduct work or purchase materials. Company name and/or individual name is matched against the Federal Excluded Party List System by City to insure eligibility to receive federal funds. This is completed before any work begins. Once cleared the homeowner is instructed to proceed and to ensure appropriate permits are obtained, if required, by the Englewood Building and Safety Division.
- Ensure that costs are reasonable:
  - Does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost;
  - Is consistent with sound business practices; and

- o Is consistent with market prices for similar goods and services;
- Payment may be made either directly to homeowner, upon receipt of paid invoices, or paid directly to company/individual. Reimbursement is 80% of the total invoice when a 20% match is required. Copies of checks and invoices are placed in file;
- Items will meet or exceed energy standards set forth at [www.energystar.gov](http://www.energystar.gov); and
- Homeowner sign-off on the job being completed as stated in the description of work.

**g. Program Income**

Program income is the gross income received by the SubGrantee directly generated from the use of CDBG funds under this Agreement. Program income includes:

- Proceeds from the sale or lease of property purchased or improved with CDBG funds until five years after the termination of this Agreement;
- Proceeds from the sale or lease of equipment purchased with CDBG funds;
- Gross income from the use or rental of real or personal property acquired, constructed or improved by the SubGrantee less costs incidental to the generation of income;
- Payments of principal and interest on loans made by the SubGrantee using CDBG funds;
- Proceeds from the sale of loans or obligations secured by loans made with CDBG funds;
- Interest earned on program income pending its disposition (NOTE: interest earned on CDBG funds held in revolving loan funds is not program income and must be remitted to the U.S. Treasury at least annually); and
- Funds collected through special assessments on properties not owned and occupied by LMI households in order to recover the CDBG portion of a public improvement.

The County  authorizes  does not authorize the SubGrantee to retain Program Income to be used for eligible CDBG activities. If authorized, Program income may be used for the following purposes: n/a

**Reporting program income:** Monthly, the SubGrantee must report to the County on the amount of Program Income received, less costs incidental to the generation of Program Income. Any Program Income in excess of the amount of CDBG funds identified in Section i. Budget must be repaid to the County.

**i. Budget**

ITEM	TOTAL BUDGET	AMT. PD BY COUNTY
Admin- Personnel Costs	\$29,375	\$1,600
Admin-Lead Based Paint Testing	\$2,400	\$2,400
Grants for Energy Efficiency	\$96,000	\$96,000
<b>TOTAL</b>	<b>\$127,775</b>	<b>\$100,000</b>

The amounts in each budget line item may be adjusted with the written approval of the County; provided, however, that the total amount of the award does not change.

Retainage: Up to 5% of each draw may be retained to ensure that the work is completed satisfactorily. Retainage withheld will be paid within 60 days upon the completion and satisfactory inspection of the work.

### 3. DRAW REQUESTS

Draw requests are due for each calendar month by the 20<sup>th</sup> day of the following month. Draw requests must include:

- a. Draw cover sheet showing itemized list of expenditures (HCDS form)
- b. Supporting documentation (check all that apply):

- Third-party invoices or receipts
- Check copies showing payment cashment (cancelled checks)
- Lien Waivers
- Davis-Bacon Certified Payrolls
- Federal Accountability and Transparency Act form (Attachment 1)\*  
*\*Per the Federal Accountability and Transparency Act of 2006 as amended, compensation data for certain officials must be reported. The report form is attached herein as Attachment 1. This form must be submitted with the first draw request and updated if there are changes*
- Site Specific Environmental Review checklists

*Note: Payments on draws submitted after May 20 may be delayed due to end-of-year HUD reporting*

### 4. REPORTING

Data collection must be completed demonstrating income eligibility and achievements met towards meeting the objectives described in Section 2 Activity Description. The disbursement of funds is contingent upon the receipt of the required information.

Reports are due for each calendar month by the 20<sup>th</sup> day of the following month. Reports must include:

- No. of beneficiaries served during the reporting period
- Demographic information\* for  the individual served, or  each household
- Household income\* (if applicable)
- Brief narrative report on activities contained in Section 2
- Program Income

\*HCDS will provide a form for the collection of beneficiary income and demographic information; however, the SubGrantee may use its own form, or a form used for another fund source for the same program, provided that the following information is collected:

- Unique identifier: Name and address
- Whether the head of household is female and/or disabled
- Whether the head of household is aged 62 years or older
- Total number of household members
- Total income of all household members
- Ethnicity: Hispanic or Latino OR Not Hispanic or Latino of each household member
- The race of each household member:
  - White
  - Black or African American

- Asian
- American Indian or Alaska Native
- Native Hawaiian or Other pacific Islander
- American Indian or Alaska Native and White
- Asian and White
- Black or African American and White
- American Indian or Alaska Native and Black or African American
- Other Multi-Racial

*NOTE: Both ethnicity AND race category must be selected for each household member*

- Signature attesting to the accuracy of the information submitted.

## 5. RECORD-KEEPING AND MONITORING

SubGrantee shall retain on file the following documents for a period of five years beyond the final close-out of this grant. Files shall be made available to Arapahoe County, the Department of Housing and Urban Development, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

1. Agreement between County and SubRecipient
2. Draw Requests and supporting documentation (see Section 3 Draw Requests)
3. Annual audits

Each property file must contain:

4. Homeowner application for assistance
5. Source documents used to determine income eligibility and income verification calculator print-out (if HUD income calculator is used)
6. Agreement between the SubRecipient and homeowner
7. Promissory Note and Deed of Trust, including any addenda, if applicable
8. Title check or copy of deed, documenting ownership of property
9. Site Specific environmental reviews approved by the County
10. EPLS check on contractor and subcontractors used
11. Copy of Flood Insurance Certificate or Policy, if property is located in a FEMA 100-year flood plan
12. Work write-up/scope of work
13. Documentation that the work was conducted per the approved rehab standards and the local jurisdiction's housing codes
14. Copies of initial and final inspections and check-lists, performed by a licensed contractor
15. Lien waivers obtained for progress payments and final payment from all contractors and subcontractors
16. Beneficiary Data (see Section 4 Reporting)

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### FOR COUNTY USE ONLY – FEDERAL IDIS REPORTING

1. Performance Goal:  Create suitable living environments;  Provide decent affordable housing;  Create economic opportunities
2. Performance Outcome:  Availability/Accessibility;  Affordability;  Sustainability
3. Check box if project address is to be marked as confidential
4. Activity Purpose:  Prevent Homelessness;  Help the Homeless;  Help those with HIV/AIDS;  Help persons with disabilities
5.  Accomplishments to be reported at another activity: IDIS # \_\_\_\_\_
6. Activity being carried out by Grantee?  yes;  no If yes, activity is being carried out through:  Employees;  Contractors;  Both

7. If Agreement is with another County department, the activity will be carried out by:  County employees;  Contractors;  
 Both
8. Area Type:  CDFO Area;  Local Target Area;  Strategy Area
9. Special Characteristics:  Presidentially Declared major Disaster Area;  Historic Preservation Area;  Brownfield Redevelopment Area – indicate number of acres remediated: \_\_\_\_\_
10. Activity Information:  One-for-One Replacement;  Displacement;  Favored Activity;  Special Assessment;  Revolving Fund;  
 Float Funded

## Attachment 1

### Federal Funding Accountability and Transparency Act (FFATA)

In accordance with Federal Acquisition Regulation Clause 52.204-10, reporting is required for awards of \$25,000 or more.

Information Field <small>Definitions can be found on the reverse of this form.</small>	Response
1. Agency or Jurisdiction DUNS number:	Arapahoe County
2. Subrecipient name Receiving Award:	City of Englewood
3. Subrecipient Parent DUNS number: (report if different from agency number above)	
4. Location of Entity Receiving Award: (full street address)	
5. Primary location of Performance of the Award: (City, State and Congressional District)	
	Answer True or False (below)
6. In the preceding fiscal year, Contractor received:	
a.) \$25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
b.) 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
c.) The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	

*An answer to question 7 is required ONLY when all answers to questions 6 are true.*

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year:

Print Name

Compensation Amount

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature of Responsible Administrator and Title

\_\_\_\_\_  
Date

Definitions

1. The DUNS Number of the agency receiving the award, which is used as the unique entity identifier.  
**DUNS Number - Dun and Bradstreet (D&B)** – This commercial entity maintains a repository of unique identifiers (D-U-N-S Numbers), which are nine-digit sequences recognized as the universal standard for identifying business entities and corporate hierarchies. Any organization that has a Federal contract or grant must have a DUNS Number.
2. The name of the entity receiving the award; Sub-Grantee, Sub-Recipient, Sub-Awardee.
3. The DUNS Number of the agency receiving the award (if different than Sub-Recipient in box #1), which is used as the unique entity identifier. **DUNS Number - Dun and Bradstreet (D&B)** – This commercial entity maintains a repository of unique identifiers (DUNS Numbers), which are nine-digit sequences recognized as the universal standard for identifying business entities and corporate hierarchies. Any organization that has a Federal contract or grant must have a DUNS Number.
4. The business office location of the entity receiving the award under the award including the city, state, congressional district, and country.
5. The primary location of performance under the award including the city, state, congressional district, and country.
6. The names and total compensation of the five highest-paid officers of an entity if, in the preceding fiscal year, that entity received: 80% or more of its annual gross revenues in Federal awards, \$25,000,000 or more in annual gross revenues from Federal awards, and the public does not already have access to data on executive compensation through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, or section 6104 of the Internal Revenue Code of 1986.

**SUBGRANTEE AGREEMENT FOR  
ARAPAHOE COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

**SUBGRANTEE: City of Englewood  
PROJECT NAME: Housing Rehabilitation  
PROJECT NUMBER: ENHS1406**

This Agreement is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, for the Community Development Block Grant Program in the Community Resources Department (hereinafter referred to as the County) and the **City of Englewood** (hereinafter referred to as the SubGrantee) for the conduct of a Community Development Block Grant (CDBG) Project.

**I. PURPOSE**

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the Community Development Block Grant (CDBG) Program under this Title is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for low and moderate income persons.

The project by the SubGrantee known as **Housing Rehabilitation** (Project) will be carried out in accordance with the Scope of Services, attached to, and incorporated herein as Exhibit A.

The SubGrantee may proceed to incur costs for the Project upon receipt of an official "Notice to Proceed" from the County.

**II. WORK TO BE COMPLETED BY THE SUBGRANTEE**

The grant funds are to be used only to provide services to Arapahoe County residents, excluding residents of the city of Aurora, per County CDBG guidelines.

**A. Payment**

It is expressly agreed and understood that the total amount to be paid by the County under this contract shall not exceed \$27,500. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance criteria established in Exhibit A Scope of Services. The parties expressly recognize that the SubGrantee is to be paid with CDBG funds received from the federal government, and that the obligation of the County to make payment to SubGrantee is contingent upon receipt of such funds. In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or, amend this agreement. To the extent C.R.S. § 29-1-110 is applicable, any financial obligation of the County to the SubGrantee

### **III. RESPONSIBILITIES OF THE SUBGRANTEE**

#### **A. Federal Compliance**

The SubGrantee shall comply with all applicable federal laws, regulations and requirements, and all provisions of the grant agreements received from the U.S. Department of Housing and Urban Development (HUD) by the County. These include but are not limited to compliance with the provisions of the Housing and Community Development Act of 1974 and all rules, regulations, guidelines and circulars promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG Program. A listing of some of the applicable laws and regulations are as follows:

1. 24 CFR Part 570;
2. 24 CFR Parts 84 and 85 as applicable per 24 CFR 570.502;
3. Title VI of the Civil Rights Act of 1964;
4. Title VIII of the Civil Rights Act of 1968;
5. Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
6. Fair housing regulations established in the Fair Housing Act, Public Law 90-284, and Executive Order 11063;
7. Section 504 of the Rehabilitation Act of 1973;
8. Asbestos guidelines established in CPD Notice 90-44;
9. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
10. Non-discrimination in employment, established by Executive Order 11246;
11. Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
12. Section 3 of the Housing and Urban Development Act of 1968;  
The purpose of section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
13. Federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in: 24 CFR Part 85 or through 24 CFR Part 84, as applicable;
14. Lead Based Paint regulations established in 24 CFR Parts 35 and 570.608;
15. Audit requirements established in OMB Circular A-133; and

public disclosure of the conflict and a description of how the public disclosure was made; and

- ii. An opinion of the County's attorney that the interest for which the exemption is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the County has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the County's program or project, taking into account the following factors, as applicable:

- i. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- ii. Whether an opportunity was provided for open competitive bidding or negotiation;
- iii. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- iv. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- v. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- vi. Whether undue hardship will result either to the County or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- vii. Any other relevant considerations.

18. The SubGrantee cannot engage in a federally funded contract with any entity registered in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.

#### **19. Labor Standards (Davis-Bacon)**

Except for the rehabilitation of residential property that contains less than eight (8) units, the SubGrantee, and its

The Project is subject to the relocation and acquisition requirements of the Uniform Relocation Act of 1970, as amended, and implemented at 49 CFR Part 24; Section 104(d) of the Housing & Community Development Act, as amended, and implemented at 24 CFR Part 42; and Displacement, Relocation, Acquisition, and Replacement of Housing implemented at 24 CFR 570.606. The SubGrantee must comply with the County's Anti Displacement and Relocation Assistance Plan on file.

**B. Non-Appropriations Clause**

The SubGrantee agrees that it will include in every contract it enters, which relies upon CDBG monies for funding, a non-appropriation clause that will protect itself, and the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason. Because this SubGrantee Agreement involves funds from a federal grant, to the extent there is a conflict the funding provisions of this SubGrantee Agreement, the federal grant and the federal statutes control rather than the provisions of Section 24-91-103.6, C.R.S. with regard to any public work projects.

**C. Expenditure Restrictions**

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for the SubGrantee's Projects and activities, shall be allocated to the specific projects and activities described and listed in the grant agreements. The allocated funds shall be used and expended only for the projects and activities for which the funds are identified.

**D. Agreement Changes**

No projects or activities, nor the amount allocated therefore, may be changed without approval by the County and acceptance of the revised Final Statement and/or Consolidated Plan by HUD, if required. Changes must be requested in writing and may not begin until a modification to this Agreement is fully executed.

**E. Direct Project Supervision and Administration**

The SubGrantee shall be responsible for the direct supervision and administration of its respective projects or activities. This task shall be accomplished through the use of the SubGrantee's staff, agency and employees. The SubGrantee shall be responsible for any injury to persons or damage to property resulting from the negligent acts or errors and omissions of its staff, agents and employees. Because the SubGrantee is responsible for the direct supervision and administration of its

2. **Comprehensive Automobile Liability:** In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage to include:
  - a. Arapahoe County and the SubGrantee as additional Named Insured
  - b. Waiver of Subrogation
3. **Employers Liability and Workers Compensation:** The Contractor shall secure and maintain employer's liability and Worker's Compensation Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under any contract funded pursuant to this agreement. Coverage to include Waiver of Subrogation.
4. All referenced insurance policies and/or certificates of insurance shall be subject to the following stipulations:
  - a. Underwriters shall have no rights of recovery subrogation against Arapahoe County or the SubGrantee; it being the intent of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the described insurance.
  - b. The clause entitled "Other Insurance Provisions" contained in any policy including Arapahoe County as an additional named insured shall not apply to Arapahoe County, or the SubGrantee.
  - c. The insurance companies issuing the policy or policies shall have no recourse against Arapahoe County, or the SubGrantee for payment of any premiums due or for any assessments under any form of any policy.
  - d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
5. **Certificate of Insurance:** The Contractor shall not commence work under any contract funded pursuant to this Agreement until he has submitted to the SubGrantee, received approval thereof, certificates of insurance showing that he has complied with the foregoing insurance requirements. The SubGrantee shall also submit a copy of the Contractor's certificates of insurance to the County.
6. Notwithstanding the provisions contained in this paragraph (H) set forth hereinabove, the County reserves the right to modify or waive said provisions for projects or activities for which these provisions would prove prohibitive. The SubGrantee understands, however, that the decision to waive or modify those provisions is fully within the discretion of the County.

approval of the request, the County will distribute the requested funds to the SubGrantee as soon as possible.

**L. Program Income**

All program income directly derived from the Arapahoe County Community Development Block Grant Program received by the SubGrantee will be returned to the County unless authorized in Exhibit A Scope of Services to be retained by the SubGrantee and dispersed for its approved CDBG Project activities. If the retention and re-use of Program Income is Authorized, it must be dispersed for its approved CDBG Project activities before additional CDBG funds are requested from the County. Following completion of the SubGrantee's Arapahoe County CDBG Projects, all program income directly generated from the use of CDBG funds will be remitted to the County.

**M. Real Property**

Real property acquired in whole or in part with CDBG funds shall be utilized in accordance with the scope and goals identified in Exhibit A Scope of Services attached to and made a part of this Agreement. Should the property in question be sold or otherwise disposed of, or the approved property usage discontinued, the SubGrantee shall adhere to the requirements of 24 CFR Parts 84 or 85 (as applicable) regarding the use and disposition of real property.

**N. State and County Law Compliance**

All responsibilities of the SubGrantee enumerated herein shall be subject to applicable State of Colorado statutes and County ordinances, resolutions, rules, and regulations.

**O. Subcontracts**

If subcontracts are used on the Project, the SubGrantee agrees that the provisions of this Agreement shall apply to any subcontract.

**P. Suspension or Termination**

This Agreement may be immediately suspended or terminated upon written notification from the County if the SubGrantee materially fails to comply with any term of this Agreement. This Agreement may also be terminated for convenience by mutual agreement of the County and the SubGrantee.

**Q. Urban County Designation**

longer period of time as determined to be appropriate by the County and specified in Exhibit A Scope of Services; or

(ii) Not used in accordance with national objectives in §570.208 (formerly §570.901), in which event the SubGrantee shall pay to the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

#### **IV. RESPONSIBILITIES OF THE COUNTY**

##### **A. Administrative Control**

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds. Accordingly, the SubGrantee agrees that as to its projects or activities performed or conducted under any CDBG agreement, the County shall have the necessary administrative control required to meet HUD requirements.

##### **B. Performance and Compliance Monitoring**

The County's administrative obligations to the SubGrantee pursuant to paragraph A above shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the SubGrantee and to provide Housing and Community Development Services staff whose job it will be to monitor the various projects funded with CDBG monies to monitor compliance with applicable Federal laws and regulations.

##### **C. Reporting to HUD**

The County will be responsible for seeing that all necessary reports and information required of the County are filed with HUD and other applicable Federal agencies in a timely fashion.

#### **V. EXTENT OF THE AGREEMENT**

This agreement, including any documents attached as exhibits which are hereby incorporated herein by reference, represents the entire and integrated agreement between the County, and SubGrantee and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this agreement must be in writing and signed by both the County, and SubGrantee. If any portion of this agreement is found by a court of competent jurisdiction to be

In Witness Whereof, the Parties have caused this Agreement to be duly executed this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014.

SubGrantee:

\_\_\_\_\_  
Signature      Randy P. Penn

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Title

Board of County Commissioners  
Arapahoe County, Colorado

\_\_\_\_\_  
Don Klemme on behalf of the Board of County Commissioners  
Pursuant to Resolution #~~130152~~ 14 00 95

## EXHIBIT A

### SCOPE OF SERVICES FOR CDBG REHAB

Program Name: Englewood--Housing Rehabilitation  
CFDA #: CDBG 14.218  
Project #: ENHS 1406

AGREEMENT AMOUNT: \$ 27,500  
AGREEMENT END DATE AND PROJECT DEADLINE: 4/30/2015

#### INTRODUCTION

This Scope of Services is attached to and incorporated into the SubGrantee Agreement between the Board of County Commissioners of the County of Arapahoe, State of Colorado and the City of Englewood (SubGrantee) as referenced in the Agreement. The purpose of this Scope of Services is to further describe the project requirements referenced in Section II. C. - Performance Criteria of the SubGrantee Agreement.

#### 1. FEDERAL REGULATORY INFORMATION

CDBG National Objective<sup>1</sup>: Benefit to low- and moderate- income (LMI) housing

HUD Matrix Code: 14A    Single Unit    Proposed Number of beneficiaries\*: 3  
   Residential

\*Beneficiaries are to be counted by the number of total number of  PEOPLE or  HOUSEHOLDS who will benefit from the project (including all members of a household).

The Project will be carried out under the:

CDBG Area Benefit definition             CDBG Limited Clientele definition

For Limited Clientele Activities: Select which method of income verification will be used:

Self-Certification     Verification with supporting income documentation

If income will be verified<sup>2</sup>, select the method that will be used to determine annual household income:

N/A     Part 5 Section 8     Census Long Form     IRS Form 1040 Long Form

#### 2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

<sup>1</sup> Change to appropriate National Objective if necessary.

<sup>2</sup> For descriptions of each income verification method and required documentation, go to:

<http://www.hud.gov/offices/cpd/affordablehousing/training/web/calculator/calculator.cfm>

This website provides an on-line income calculator for each of the three verification methods. The use of the calculator is required and a print-out of the completed calculator for each household assisted must be maintained on file.

- Gross income from the use or rental of real or personal property acquired, constructed or improved by the SubGrantee less costs incidental to the generation of income;
- Payments of principal and interest on loans made by the SubGrantee using CDBG funds;
- Proceeds from the sale of loans or obligations secured by loans made with CDBG funds;
- Interest earned on program income pending its disposition (NOTE: interest earned on CDBG funds held in revolving loan funds is not program income and must be remitted to the U.S. Treasury at least annually); and
- Funds collected through special assessments on properties not owned and occupied by LMI households in order to recover the CDBG portion of a public improvement.

The County  authorizes  does not authorize the SubGrantee to retain Program Income to be used for eligible CDBG activities. If authorized, Program income may be used for the following purposes: The Englewood Housing Rehabilitation Program

**Reporting program income:** Monthly, the SubGrantee must report to the County on the amount of Program Income received, less costs incidental to the generation of Program Income. Any Program Income in excess of the amount of CDBG funds identified in Section i. Budget must be repaid to the County.

### i. Budget

ITEM	TOTAL BUDGET	AMT. PD BY COUNTY	AMT PD BY Englewood
Admin- Personnel Costs	\$56,000	\$2,500	\$53,500
Project Rehab Costs	\$25,000	\$25,000	
<b>TOTAL</b>	<b>\$81,000</b>	<b>\$27,500</b>	<b>\$53,500</b>

The amounts in each budget line item may be adjusted with the written approval of the County; provided, however, that the total amount of the award does not change.

Retainage: Up to 5% of each draw may be retained to ensure that the work is completed satisfactorily. Retainage withheld will be paid within 60 days upon the completion and satisfactory inspection of the work.

### 3. DRAW REQUESTS

Draw requests are due for each calendar month by the 20<sup>th</sup> day of the following month. Draw requests must include:

- Draw cover sheet showing itemized list of expenditures (HCDS form)
- Supporting documentation (check all that apply):

- Third-party invoices or receipts
- Check copies showing payment cashment (cancelled checks)
- Lien Waivers
- Davis-Bacon Certified Payrolls—the one unit is considered a group home and therefore exempt from Davis Bacon
- Federal Accountability and Transparency Act form (Attachment 1)\*  
*\*Per the Federal Accountability and Transparency Act of 2006 as amended, compensation data for certain officials must be reported. The report form is attached herein as Attachment 1. This form must be submitted with the first draw request and updated if there are changes*
- Site Specific Environmental Review checklists

At minimum, files must contain:

1. Agreement between County and SubRecipient
2. Draw Requests and supporting documentation (see Section 3 Draw Requests)
3. Annual audits

Each property file must contain:

4. Homeowner application for assistance
5. Source documents used to determine income eligibility and income verification calculator print-out (if HUD income calculator is used)
6. Agreement between the SubRecipient and homeowner
7. Promissory Note and Deed of Trust, including any addenda, if applicable
8. Title check or copy of deed, documenting ownership of property
9. Site Specific environmental reviews approved by the County
10. EPLS check on contractor and subcontractors used
11. Copy of Flood Insurance Certificate or Policy, if property is located in a FEMA 100-year flood plan
12. Work write-up/scope of work
13. Documentation that the work was conducted per the approved rehab standards and the local jurisdiction's housing codes
14. Copies of initial and final inspections and check-lists, performed by a licensed contractor
15. Lien waivers obtained for progress payments and final payment from all contractors and subcontractors
16. Beneficiary Data (see Section 4 Reporting)

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**FOR COUNTY USE ONLY -- FEDERAL IDIS REPORTING**

1. Performance Goal:  Create suitable living environments;  Provide decent affordable housing;  Create economic opportunities
2. Performance Outcome:  Availability/Accessibility;  Affordability;  Sustainability
3. Check box if project address is to be marked as confidential
4. Activity Purpose:  Prevent Homelessness;  Help the Homeless;  Help those with HIV/AIDS;  Help persons with disabilities
5.  Accomplishments to be reported at another activity: IDIS # \_\_\_\_\_
6. Activity being carried out by Grantee?  yes;  no If yes, activity is being carried out through:  Employees;  Contractors;  Both
7. If Agreement is with another County department, the activity will be carried out by:  County employees;  Contractors;  Both
8. Area Type:  CDFO Area;  Local Target Area;  Strategy Area
9. Special Characteristics:  Presidentially Declared major Disaster Area;  Historic Preservation Area;  Brownfield Redevelopment Area - indicate number of acres remediated: \_\_\_\_\_
10. Activity Information:  One-for-One Replacement;  Displacement;  Favored Activity;  Special Assessment;  Revolving Fund;  Float Funded

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature of Responsible Administrator and Title

\_\_\_\_\_  
Date

Definitions

1. The DUNS Number of the agency receiving the award, which is used as the unique entity identifier.  
**DUNS Number - Dun and Bradstreet (D&B)** – This commercial entity maintains a repository of unique identifiers (D-U-N-S Numbers), which are nine-digit sequences recognized as the universal standard for identifying business entities and corporate hierarchies. Any organization that has a Federal contract or grant must have a DUNS Number.
2. The name of the entity receiving the award; Sub-Grantee, Sub-Recipient, Sub-Awardee.
3. The DUNS Number of the agency receiving the award (if different than Sub-Recipient in box #1), which is used as the unique entity identifier. **DUNS Number - Dun and Bradstreet (D&B)** – This commercial entity maintains a repository of unique identifiers (DUNS Numbers), which are nine-digit sequences recognized as the universal standard for identifying business entities and corporate hierarchies. Any organization that has a Federal contract or grant must have a DUNS Number.
4. The business office location of the entity receiving the award under the award including the city, state, congressional district, and country.
5. The primary location of performance under the award including the city, state, congressional district, and country.
6. The names and total compensation of the five highest-paid officers of an entity if, in the preceding fiscal year, that entity received: 80% or more of its annual gross revenues in Federal awards, \$25,000,000 or more in annual gross revenues from Federal awards, and the public does not already have access to data on executive compensation through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, or section 6104 of the Internal Revenue Code of 1986.

## BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
 SERIES OF 2014

COUNCIL BILL NO. 39  
 INTRODUCED BY COUNCIL  
 MEMBER OLSON

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
 ACCEPTING A 2014 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS  
 PROJECT NAME: HOSANNA SYNTHETIC TURF FIELD, BETWEEN ARAPAHOE COUNTY  
 AND THE CITY OF ENGLEWOOD.

WHEREAS, the Englewood City Council authorized an Intergovernmental Agreement between the City of Englewood and Arapahoe County School District No. 1 in order to consolidate previous shared service and joint activity intergovernmental agreements between the two parties; modifying agreements concerning Hosanna Filed and authorizing applications for grants with the passage of Ordinance No. 63, 2013; and

WHEREAS, Ordinance No. 63, Series of 2013 stated that Englewood Schools and the City of Englewood will share in the development of a synthetic field at the 7 – 12 Campus, and authorized the City Manager or designee to apply for grants to help fund the construction of the new field; and

WHEREAS, Ordinance No. 63, Series of 2013, also stated that the School District will fund any additional costs and will assume all costs related to maintenance; and

WHEREAS, Ordinance No. 63, Series of 2013 the City will schedule all activities on the site and Englewood Schools will continue to have first priority on usage with the City having second priority regarding usage; and

WHEREAS, the synthetic turf field project will be an integral part of the community by connecting the new Englewood 7-12 Campus to the surrounding community and providing access to additional field space for the public; and

WHEREAS, the synthetic turf field will provide sports practice and physical education space for students at the Englewood School Campus; and

WHEREAS, the turf field will provide Englewood Parks and Recreation a year-round space for recreational programs and also provide both Englewood youth sports associations a new game and practice field; and

WHEREAS, the City of Englewood Parks and Recreation Department applied for Arapahoe County Open Space Grant funding for the 2014 Hosanna Synthetic Turf Grant and has been approved for funding in the amount of \$250,000; and

WHEREAS, there are no federal funds being used for the 2014 Grant of Arapahoe County Open Space Program Funds Project Name: Hosanna Synthetic Turf Field.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the 2014 Grant of Arapahoe County Open Space Program Funds Project Name: Hosanna Synthetic Turf Field, attached hereto as Attachment 1.

Section 2. No funds shall be paid from the Grant until the City Manager confirms that the work has been completed pursuant to specifications and all taxes and fees have been paid.

Section 3. The Mayor and City Clerk are hereby authorized to sign and attest said Agreements for and on behalf of the City of Englewood, Colorado.

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

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

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

Read by title and passed on final reading on the 21<sup>st</sup> day of July, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 25<sup>th</sup> day of July, 2014.

Published by title on the City's official website beginning on the 23rd day of July, 2014 for thirty (30) days.

---

Randy P. Penn, Mayor

ATTEST:

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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 REGARDING  
2014 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS  
PROJECT NAME: HOSANNA SYNTHETIC TURF FIELD**

---

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

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

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

WHEREAS, on May 27, 2014 the County approved the Grantee's Grant Proposal for the Project ("Grant Project"), which is attached hereto and incorporated by reference herein as Exhibit A, subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein; and

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

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

1. Amount of Grant. The County hereby awards Grantee an amount not to exceed **\$250,000** ("Grant Funds") for the Grant Project from the Arapahoe County Open Space Fund.
2. Use of Grant Funds. The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as described in Exhibit A.
3. Disbursement of Grant Funds Grant Funds shall be transferred within 45 days of the execution of this Agreement. The required method used by the County for transfer of the Grant Funds is by ACH Authorization. ACH Authorization form must be submitted with the IGA for execution. Grantee agrees to this method.
4. Time for Use of Grant Funds. The Grantee agrees that the Grant Project will be completed and the Grant Funds will be expended by no later than two years from the date of this fully executed IGA, unless a longer period of time is otherwise agreed to by the County in writing. The Grantee understands and agrees that if the Grant Project cannot be completed by the end of the agreed upon time period the County may require that the Grant Funds be refunded to the County Open

Space Grant Fund, be re-distributed to another agency and/or be used for another viable and timely grant project.

5. Interest on Grant Funds. The Grantee further agrees that, after receipt of the Grant Funds, the Grantee will use any interest earned on the Grant Funds only for the Grant Project as set forth in Exhibit A.
6. Administration of Grant Project. The Grantee shall be responsible for the direct supervision and administration of the Grant Project. The County shall not be liable or responsible for any cost overruns on the Grant Project. Nor shall the County have any duty or obligation to provide any additional funding for the Grant Project if the Grant Project cannot be completed with the Grant Funds awarded by the County to the Grantee. Grantee also agrees to comply with all local, state and federal requirements while completing the Project unless specifically waived.
7. Grant Project Site Visits. Upon 24 hours written notice to the Grantee, the Grantee agrees to allow the County to make site visits before, during, at the completion of and/or after the Grant Project.
8. Acknowledgement of County by Grantee. The Grantee agrees to acknowledge the County as a contributor to the Grant Project in all publications, news releases and other publicity issued by the Grantee related to the Grant Project and agrees to allow the County to do the same. If any events are planned in regard to the Grant Project, the County shall be acknowledged as a contributor in the invitation to such events. Grantee shall cooperate with the County in preparing public information pieces, providing photos of the Grant Project from time to time, and providing access to the Grant Project for publicity purposes.
9. Required Sign at Project Site. The County agrees to purchase a standard sign for each grant project. Grantee agrees to pay the sign cost to the County for each grant project. Grantee agrees to erect and permanently maintain at least one sign in a publicly visible area in recognition of the Grant from the Arapahoe County Open Space Program. If the Grantee wishes to use their own sign and design, the Grantee must submit the sign location, design, and wording to the County Grant Administrator for approval prior to manufacture and/or installation of such sign. Such sign shall be erected prior to the completion of the Grant Project or its public opening, whichever is earlier.
10. Report Requirements. On or before **January 31<sup>st</sup> and June 30<sup>th</sup> annually**, the Grantee agrees to provide the County with Grant Project Status Reports that conform to the format provided by the County. Each Grant Project Status Report shall include supporting financial documentation as requested in the form provided. Upon completion of the Grant Project, the Grantee also agrees to submit to the County a Final Report that conforms to the format provided by the County; a final spreadsheet comparing the original budget to actual expenses that certifies what the Grant Funds have been used for and that the Grant Funds have been used in accordance with the Open Space Resolution; and GIS data with location and

boundaries of the Grant Project. The Final Report shall also include supporting financial documentation as requested in the County report form and high resolution photographs of the progress and finished results of the Grant Project. The Grantee further agrees to provide the County with digital copies of said photographs, delivered as separate high resolution jpeg images. The Final Report shall be submitted within three (3) months of Grant Project completion unless a longer period of time has been agreed to by the County in writing. The County shall be allowed to use information and images from these reports in publications, public information updates, and on the County's web site.

11. Failure to Submit Required Reports. Upon written notice from the County's Open Space Grants Administrator, informing the Grantee that it has failed to submit any required status report and/or final report, the Grantee shall submit such reports to the County through the County's Open Space Grants Administrator within thirty (30) days, and, if it fails to do so, the Grantee shall be deemed to be in violation this Agreement *pursuant to Paragraph 15, below.*
12. Record Keeping Requirements. The Grantee shall maintain a complete set of books and records documenting its use of the Grant Funds and its supervision and administration of the Grant Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Grantee which are pertinent to the Grant Project for the purpose of making an audit, examination, or excerpts. The Grantee shall keep all books, documents, papers, and records, which are pertinent to the Grant Project, for a minimum of three years. Grantee agrees to report to the County any unexpended Grant Funds and consult with the County concerning proper accounting for unexpended Grant Funds prior to completion of the Grant Project final report.
13. Changes to Grant Project. The Grantee agrees and understands that its Grant Project, once it has been approved by the County, may not be changed without the County's prior approval. Proposed changes must be formally requested using the applicable Grant Project Form provided by the County. Changes may not begin until the County has issued an approval, which may also require the execution of an amendment to this Agreement.
14. Maintenance. Grantee agrees to assume responsibility for continuous long-term maintenance and public safety of open space lands, trails, recreation facilities, amenities, signage or other projects funded by the Grant Funds.
15. Failure to Comply and Reimbursement of Grant Funds. The Grantee understands and agrees that if any portion of the Grant Funds are not used in accordance with its approved Grant Proposal and/or this Agreement, the County may require the Grantee to reimburse the County in the amount of such Grant Funds that are not used for the Grant Project or that are not used in accordance with this Agreement. Failure to comply with the terms of this Agreement shall result in default and the Grantee shall be ineligible for any future Grant Funds until the violation is remedied or such other time period as determined by the County.

16. Remedies. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.
17. No Waiver of Rights. A waiver by either Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
18. Relationship of the Parties. The Grantee shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.
19. No Third Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Grantee.
20. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.
21. Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the Grantee.
22. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.
23. Notices. Notices, as referred to in this Agreement, shall be sent to:

**COUNTY:** Board of County Commissioners of Arapahoe County  
5334 South Prince Street  
Littleton, Colorado 80120-1136  
and  
Arapahoe County Attorney  
5334 South Prince Street  
Littleton, Colorado 80120-1136  
and  
Arapahoe County Open Space Grants Administrator  
6934 S Lima St, Unit A  
Centennial, Colorado 80112  
and

**GRANTEE:**

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

24. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
25. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.
26. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.
27. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
28. Assignment. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning party.
29. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
30. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

IN WITNESS WHEREOF, the County and the Grantee have executed this Agreement as of the date set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

GRANTEE:

By: \_\_\_\_\_  
Name - Randy P. Penn  
Title - Mayor

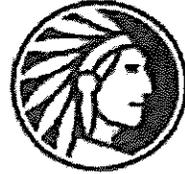
By: \_\_\_\_\_  
Name  
Title

ATTEST:

COUNTY OF ARAPAHOE  
STATE OF COLORADO

By: \_\_\_\_\_  
Name - Loucrishia A. Ellis  
Title - City Clerk

By: \_\_\_\_\_  
Shannon Carter, Director, Intergovernmental  
Relations and Open Spaces  
Pursuant to Resolution No. 130152

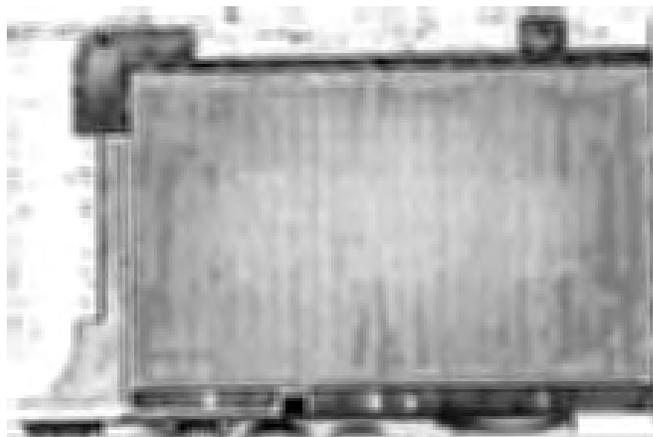


**ARAPAHOE COUNTY**  
**OPEN SPACES**

**2014 Standard Grant**  
**Grant Proposal**  
**Arapahoe County Open Spaces**

**City of Englewood**  
**Parks and Recreation Department**

**Hosanna Synthetic Turf Field**



**RECEIVED**  
**FEB 06 2014**  
**OPEN SPACE**

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**Hosanna Synthetic Turf Field**

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**PART A – Basic Project Information – Standard Grants**

**Applicant / Project Profile**

Name of Applicant (city, town or district) : **City of Englewood**

Name of Project (five words or less, please) : **Hosanna Synthetic Turf Field**

**Contact Information**

Primary Contact Name: **Dave Lee**

Phone (work): **303-762-2687**

Phone (cell): **303-884-7808**

Title: **Open Space Manager**

E-mail: **dlee@englewoodgov.org**

Address

(street address, city, state, zip code for mail delivery): **1155 W. Oxford Ave. Englewood, CO 80110**

**Project Type:** (  check box to the left)

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | Trail  |
| <input checked="" type="checkbox"/> | Site Improvement /Construction                     |
| <input type="checkbox"/>            | Acquisition  |
| <input type="checkbox"/>            | Environmental or Cultural Education/Interpretation |
| <input type="checkbox"/>            | Other (please describe):                           |

**Project Site Location Information**

Project Site Address: **3800 South Logan St. Englewood, CO 80113**

Nearest major cross streets: **Hampden Ave (US 285) & Logan St**

City: **Englewood** or **Unincorporated Arapahoe County**

If any part of site is outside Arapahoe County, please justify proposed use of funds outside County:

**In three words, summarize the benefits of this project to your city, town or district: play, fitness, athletics**

Name(s) of jurisdiction(s) governing the project site: **Arapahoe County School District 1 (Englewood Schools)**

Zoning description at project site: **R-1-C**

Is re-zoning required to implement this project? **No**

Name of landowner(s) of project site or trail corridor: **Englewood Schools**

Has a site plan for this project location been **approved? Yes** When? **November 5, 2012.**

If not, is a site plan pending? Expected date to be adopted?

**Summary Project Description**

In one sentence tell us what you will do with the grant money and what the end result will be:  
**Englewood Schools, in partnership with the City of Englewood, will construct a synthetic turf field for use by the students and citizens.**

In 150 words or less, write a press/news release about your project (project name, location, agency, goal for the project/end result, who will benefit, why it is important, etc.):  
**Hosanna Synthetic Turf Field, 3800 S. Logan St. Englewood, CO 80113, City of Englewood The synthetic turf field will provide sports practice and physical education space for students at the Englewood School campus. In addition, the turf field will provide Englewood Parks & Recreation a year-round space for recreation programs in soccer and lacrosse and also provide both Englewood youth sports associations a new game and practice field. The synthetic field will be lined for multiple sports events in order to accommodate football, soccer, lacrosse and band practices. When the field is not scheduled for use it will be open for drop-in public use. The project will be an integral part of the community by connecting the new Englewood High School to the surrounding community and providing access to additional field space for the public.**

**Project Financial Summary:** (same numbers as budget page – round all figures to nearest \$100)

<b>1. Grant Request</b>	<b>\$ 250,000</b>	total requested from County
<b>2. Cash Match Funds</b>	<b>+ \$ 407,000</b>	applicant cash match must be minimum of 25% of the grant amount requested (25% of line 1) or

			50% of the municipal shareback, whichever is less
3. Other Cash Sources	+	\$ 0	funding from other sources
4. In-kind contributions	+	\$ 0	total value of in-kind contributions
5. Project sub-total	=	\$ 657,000	total of lines 1, 2, 3 and 4
6. Contingency	+	\$ 65,700	estimate, may not be charged to County and may not be used as cash match
7. TOTAL PROJECT COST	=	\$ 722,700	Total must equal lines 5 and 6 above

Line 7 (above) must equal all expenses plus contingency and must be the same as the \$ figure on the detailed budget page included later in the grant application. Please double check that all figures are the same on this page and on the budget attachment.

**Project Partners** (list contributing partners - cash or in-kind; itemize in the budget; **attach letter(s) with Part F**

**Funding / In-kind Partners**

**Contact Information:** (Name, Phone, E-mail)

Englewood Schools

Brian Ewert 303-806-2010

**Authorized Agent and Signature**

I, Jerrell Black, hereby affirm that I am the authorized agent for the City of Englewood applying for the grant as described herein, and that I am legally authorized on behalf of said entity to apply for, as its agent, this Arapahoe County Open Space Grant and that I have received and agree to abide by the grant guidelines, policies and procedures.

Signature & Title of Authorized Agent:

Date:

*Jerrell Black*  
1/6, 2014

## PART B – Project Details

Describe project goal and extent/scope and expected results (what will project provide, size, square or lineal feet, number of plants or square feet of landscaping, irrigation, acres re-vegetated or restored, etc.):

**Our goal is to provide a quality synthetic turf field that will provide sports practice and physical education space for students at the Englewood School campus. Previously, the field has been a space that was generally unfit for use as it was uneven, hazardous, poorly drained and would cause sprained ankles and risk for other injuries. We would like to transform a basically unusable natural grass field into a widely used space for students and the community at large. The new field will have overall dimensions of 165 feet by 380 feet and markings for soccer, football, marching band and lacrosse.**

Discuss how the site is currently managed and programmed, and the impacts of multiple uses:

**This field is currently being used as construction staging because the School District is currently in the process of constructing a new high school and junior high school. In the past, the field was used only for football practice in extreme cases when no other site was available. Even then, depending on conditions, only certain parts of the field would be usable at any one time. No other programming has occurred on the field.**

Describe the service area for this project (distance people can expect to travel to use improvements):

**The primary service area for the field project is approximately seven mile radius and will serve the Englewood community with Englewood Schools having first priority for use followed by Englewood Parks and Recreation programs including youth sports associations. The secondary service area is approximately a twenty-five mile radius and will serve additional user groups. We will rent the field for practice and games. Rental fees collected will go towards the future synthetic turf replacement cost.**

Describe the type of users (families, children, seniors, etc.):

**Scheduled physical education classes, athletic practice and games for both Englewood Schools and the Parks and Recreation Department will be the primary use of the field. These users will be primarily youth ages 5 through 18 as well as adults ages 19 through 35. When the field is not scheduled it will remain open for drop-in use for the community. Drop-in use will include football, soccer, lacrosse and other field sports.**

Discuss steps you will take to minimize impacts to the environment:

**The field site is currently being utilized as a construction storage site during the construction of the new Englewood High School. Currently, silt fencing, sod and waddles are in place to minimize sediment and runoff into storm drains.**

Summarize your planning efforts to date and investments made prior to submitting a grant proposal. Quantify and describe any past funding commitments or grant used to pre-plan this project:

**In 2011, the Englewood School District was successful in passing a bond that has allowed the Schools to construct a 7-12 grade campus. In November 2013, the campus reached the midpoint in the construction process. The athletic turf field project has been a part of the Englewood Schools master plan from the start of the design of the new campus. Design and preliminary work such as access, parking, and basic infrastructure that surrounds the proposed synthetic turf field has been completed for a total investment of \$202,650. This was funded within the original bond project design and paid by the Englewood School District.**

**On November 18, 2013, Englewood City Council and Englewood Schools signed an Intergovernmental Agreement in support of this project as well as determining the priority usage, maintenance and sustainability of the synthetic turf field.**

Describe efforts made, dates and outcomes of required pre-submittal meetings with the planning department in your jurisdiction:

**Englewood Schools Construction Management Team participated in several Design Review Team meetings with City officials in the first part of 2012 to discuss the overall campus project as well as the so called "Lehigh extension" that provides improved access and parking at the proposed site of the new synthetic turf field. Moreover, the District conducted Design Advisory Group (DAG) meetings every other week in January through May of 2012 to discuss the project. The DAG was attended by all stakeholders including community members as well as city officials including the mayor of Englewood, City Council members and Englewood Parks and Recreation officials. Finally, the Superintendent of Schools participated in a number of community outreach events regarding the high school project, including visits to City Council. While the entire construction project was the topic at these meetings, parking and access near the practice field and stadium were significant discussion points.**

Describe how the project will be designed, constructed and managed for sustainability:

The synthetic field was designed by MOA Architecture and will be constructed by Saunders Construction. Both companies are currently working on the construction of the new high school project. Saunders will utilize Academy Sports Turf as their sub-contractor for the installation of the synthetic turf. The School District is paying the upfront costs for design and architectural work. The synthetic turf field is being constructed for sustainability reasons. There will be no need for mowing, irrigation, fertilizer and other cultural practices, thus the field will be more sustainable by reducing the need for maintenance practices. The synthetic field has greater sustainability because it can be more heavily scheduled and utilized than a natural turf field. It is anticipated that the field will last an estimated 15 years. After construction, the School District will cover any maintenance costs, such as raking and adding crumb rubber. The School District will also cover the cost to replace the field when the time arises. A fund will be created using rental fees that will go towards turf replacement.

Discuss contingency plans. On the budget page include a contingency line item in both the revenue section and expense section (both assigned to the applicant).

The contingency budget for the synthetic turf field is \$65,700. Contingency funds will be used for any unforeseen items or issues which arise during project construction.

Describe how the project improves connectivity to local or regional trails, natural resources and/or community resources:

The synthetic turf field project will be an added amenity to a destination and resource for athletics and open space for the entire community. The Hosanna Athletic Complex will provide practice and game space for baseball, softball, soccer, football, lacrosse and band activities. Participants can gain access to the site by using the City's neighborhood bicycle routes. The City's neighborhood bicycle routes were laid out in a pattern designed to connect to all of the active City parks and schools. The Hosanna Athletic Complex is connected into this system through a neighborhood bicycle feeder route that connects Little Dry Creek trail/on-street trail connections (E26 Kenyon Ave, E9 Clarkson St, local route – Sherman St.).

**For All Projects: (the following questions are to be answered for all project types)**

Discuss the need and urgency for this project, and why it is a priority:

Title IX of the Educational Amendments Act of 1972 is a federal law prohibiting sex discrimination in educational institutions related to students' services, including athletics and recreational services. In order to satisfy Title IX requirements, a girls' softball field was constructed on an athletic field that was most recently used for soccer, football and lacrosse. This resulted in the loss of a multi-use field that was programmed by the School District and the City of Englewood. The Englewood School campus will now be hosting three schools, resulting in a greater need for an athletic field for physical education, marching band practice, sports practice and drop-in use by the community. Currently, there is insufficient space for youth sports and soccer in the community and for the Schools' sports teams to practice. The demand far outweighs the availability of space for kids to have these opportunities. Additionally, natural grass fields can only handle so much use, while synthetic turf can be used much more frequently.

Describe any historic values within the site – historic trails, buildings, landscapes, etc.:

The synthetic turf field site is on School District property. The site has been used for Englewood High School for 50 years. There are no historic values for the property.

Identify the native ecosystems, in general, underlying the project site (e.g. short grass prairie, wetlands, etc.): Do any portions of the native systems remain intact? If so, are they being preserved or restored?

The area of the proposed synthetic turf field has not had any native ecosystems during the past 50 years. In the past, the site has been used as an irrigated bluegrass practice field for high school sports and community use.

Describe specific natural resources including scenic and water resources. List predominant wildlife species and vegetation on site. Discuss impacts, positive and negative, to these resources to result from your project. Highlight any species on state or federal lists. (For birds please group species – i.e. songbirds, raptors, etc.):

There are minimal natural resources associated with the site. The site is currently being used as a construction storage lot as the new junior-senior high school is being constructed. Once school construction has been completed, the storage area will revert back to a practice field. Before the construction, the site was an irrigated natural turf practice field. The area surrounding the field has large

cottonwood, ash and elm trees along with an expansive area of irrigated bluegrass used for athletic events. Animal species that frequent the area are songbirds, raccoons, foxes, coyotes and Canada geese. Animal species mainly access the area through the nearby Little Dry Creek riparian corridor just to the north of the field site. There are no known animal species from state or federal lists. The impacts from the construction of a synthetic turf field are minimal. A small reduction in area for animal forage is expected and there should be no impact toward precipitation runoff as the field will have subsurface drainage.

Estimate the number of end-users monthly that will benefit from this project:

The Synthetic Turf Field will have an immediate impact within our community. The School use alone during the academic year (9 months) will provide an average estimated 12,000 users per month from physical education classes and athletics. The Parks and Recreation Department will also schedule a variety of Youth Sports Associations and field rental groups that will increase weekend and evening use at an estimated 2000 users per month. Groups include Englewood Soccer Association, Englewood Youth Sports Association – Football and Colorado Coed – Adult Soccer rental group. Community drop-in use will also add an estimated 500 users per month.

January - 4,000

February – 4000

March – 9,000

April – 15,000

May – 20,000

June – 7,000

July – 7,000

August – 15,000

September – 20,000

October – 18,000

November – 15,000

December – 4,000

Total number end-users annually – 138,000

Describe how this project addresses specific objectives of County Open Space Resolution #030381/#110637:

The Hosanna Synthetic Turf Field project specifically addresses the following objective of the County Open Space Resolution #030381/#110637.

- Provide, maintain and improve neighborhood parks, open space, sports fields, picnic facilities, and biking, walking and multi-use trails;

The development of a synthetic turf field fills the fundamental basic need of providing park and open space. This project will replace a field that was lost due to other construction and will redevelop a space that is basically unusable in its current condition. The turf field will be an upgraded space that will allow year round access. The field will benefit the Schools by providing additional field space for physical education and athletics but will also serve the community by allowing the youth sport associations access to improved field space as well as provide improved recreational space for neighbors, families and the community.

List the elements of the Arapahoe County Open Space Master Plan that apply to this project:

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

The Hosanna Synthetic Turf Field project aligns with the mission of the Arapahoe County Open Space Plan.

- Acquire, conserve and protect open space –Shareback Funds will be used in this project.
- Build county open space parks and trails – With the completion of this project it will refurbish an unusable space and create a permanent athletic field space that will be available year round as well as provide field space for an underserved neighborhood of residents in Arapahoe County.
- Cooperative partnership work – Partnerships between ACOS, Englewood School District, City of Englewood, Englewood Soccer Association, Englewood Youth Sports Association and neighbors have bound together with the goal of providing a needed space that will be utilized by residents as well as surrounding communities.
- Leverage funding for open space, parks and trails – This Hosanna Synthetic Turf Field project will leverage a number of funding sources including ACOS Grant Funds, Shareback Funds and Englewood Schools Funds.

Discuss the community benefits and enhancement to quality of life to result from the completion of this project (both for the immediate community and the wider public in the surrounding region):

**This synthetic field will provide more space for the annual district-wide field day event. There will be 900 students in three schools on the same campus, necessitating more space for PE and sports. It is also a beautification project on the property as it enhances the entrance to the school and to the stadium venue. It creates additional outdoor space for those looking for a park-like atmosphere in the commons area. During lunch and breaks, students will be able to walk and enjoy the open space. In addition, the immediate community will have access to the field for drop in play during times when the field isn't scheduled. This field will help create much needed open space in a section of the City where there isn't much open space available. Currently, there is a new apartment home complex being constructed and a large apartment complex that is being refurbished just blocks away from this site.**

Describe relationship of the project to any local, regional, state or system wide master plan. Give the name of each plan and list related element(s) within the plan – DO NOT attach any plan beyond a one-page rendering:  
**The new synthetic turf field fills a void left when the School District was required to build a new softball field on the site of an existing athletic field at the Hosanna Athletic Field Complex located adjacent to the proposed synthetic turf field. The construction of the new field will allow the School District, youth sports associations, adult sports teams and community members to have a surface even better than the one surrendered to the girls' high school softball program. The field fits within the master plan of the construction of the new Englewood Junior High and High School campus.**

**The Englewood Parks and Recreation Master Plan was approved in 2006 and funded in part by Conservation Trust Funds. The Master Plan was then adopted by ordinance into the City of Englewood Comprehensive Plan. It is important to note that at the time (2005/2006) of the Master Planning process, it was unknown that the Englewood School District would be required to build a softball field causing the reduction in athletic field space. With the completion of this project Englewood would still have a deficit of two athletic fields as noted on page 3-29 of the Master Plan based upon our current population.**

Describe the steps taken to date to make this project ready for implementation, and how, if funded your agency will complete the project within one to two years after the receipt of funds:

**The City understands the shovel ready requirements of the ACOS grant process. City Council and Englewood Schools have committed to completing the project within months of the ACOS grant award. As our timeline indicates, in 2014, the City and Schools will immediately begin the construction process. Final design has been completed and construction documents have been finalized. The project design and architecture plans will be paid for by the School District with bond funds. The field fits within the master plan of the construction of the new Englewood Junior High and High School campus.**

Describe the process you will use to choose consultants and/or contractors who will be paid during this project:  
**Saunders Construction and MOA Architecture are currently conducting a design/build for the new junior high-high school project on site. In order to control costs, the School District will be using the same design/build team to construct the synthetic turf field. Englewood Schools had developed a solid relationship with Saunders Construction and MOA Architecture and to maintain continuity of the project, a change order has been implemented for design and construction of the synthetic turf field.**

List any permits that will need to be obtained for implementation of the project and existing status of obtaining those permits. (Clean Water, Federal 404, County Planning or Public Works, City Planning or Public Works). On the budget page, itemize expected costs for permits, government fees and consultants:

**The synthetic field project is being constructed by Englewood Schools. They are under the jurisdiction of the State of Colorado. An overall building permit from the State Department of Fire Safety will be required along with permits from the State Department of Regulatory Agencies (DORA) for any electrical or plumbing work. The Department of Fire Safety permit will be pulled by the design/builder, while individual sub-contractors will be required to pull the DORA permits for their portions of the project. All permits were submitted and paid by Englewood Schools as the school campus project began.**

Does the present zoning of the site permit the suggested use? If not, what changes will need to be accomplished? What is the timeline to accomplish any required changes?

**Current zoning for the area is R-1-C. The site is on school property and is designated as School Facility/Field/Playground. The present zoning for the site allows for the suggested use as a recreational athletic field.**

Discuss any efforts to obtain public input, disseminate public information, develop partnerships for cash funding or in-kind contributions, and garner community support specifically related to this project:

**The project is a partnership between the City of Englewood, Englewood School District and youth sports organizations. Public input was sought and received formally and informally by phone, email and at the eight community meetings held to discuss the Englewood School campus construction project. The School District is committed to paying the difference between the grant funds and the remainder of the project.**

Describe ownership or legal access to the site, including right of access without trespassing on adjacent property. If the agency does not have fee simple ownership of the site, attach letter with Part F below, from property owner(s) granting access and support for this project:

**The entire campus site and public right of way is owned by Englewood Schools. There is paved street access that leads directly to the synthetic field and public parking for the facility.**

Describe long-term maintenance of project / site. Attach with Part F below, a letter of commitment or evidence of agreement from the management/maintenance agency addressing long-term maintenance / funding for completed project:

**Englewood Schools Department of Operations and Maintenance will be responsible for the overall maintenance of the site and facility. The department is staffed by a full time grounds keeper. The nature of the project is such that the site will actually require less day to day maintenance than in its current condition. The addition of synthetic turf will drastically reduce the need for irrigation and eliminate the need for mowing, fertilizer and vegetation control. Daily clean-up of the site will be the responsibility of the user of the site with both the Englewood High School custodial staff and the operations and maintenance staff as back up.**

Describe how this project addresses inclusivity per the Americans with Disabilities Act guidelines:

**The synthetic turf field will be constructed using the 2010 ADA Standards for Accessible Design. The following elements have incorporated into the design throughout the complex and comply with a fully accessible ADA park.**

- Remove all barriers to access
- Provide an accessible route of travel and accessible route of travel to the play equipment

**The development will provide the following park amenities: an athletic field accessible by exterior sidewalks, and concrete sidewalk all ADA compliant. The field, parking and walkways are all designed to be ADA accessible. This project is located on school property; therefore, during school events ADA restrooms will also be available.**

If successful in obtaining this grant, how will the agency use this project to inform citizens about the value of the Arapahoe County Open Space sale tax? Address public outreach plan, signage plan, celebration, etc.

**Temporary signage announcing the construction project will be installed on site. The signage will identify all funding partners for the project and list the project timeline. Permanent signage identifying ACOS support and funding will be installed at the main entrance to the park once the project has been completed.**

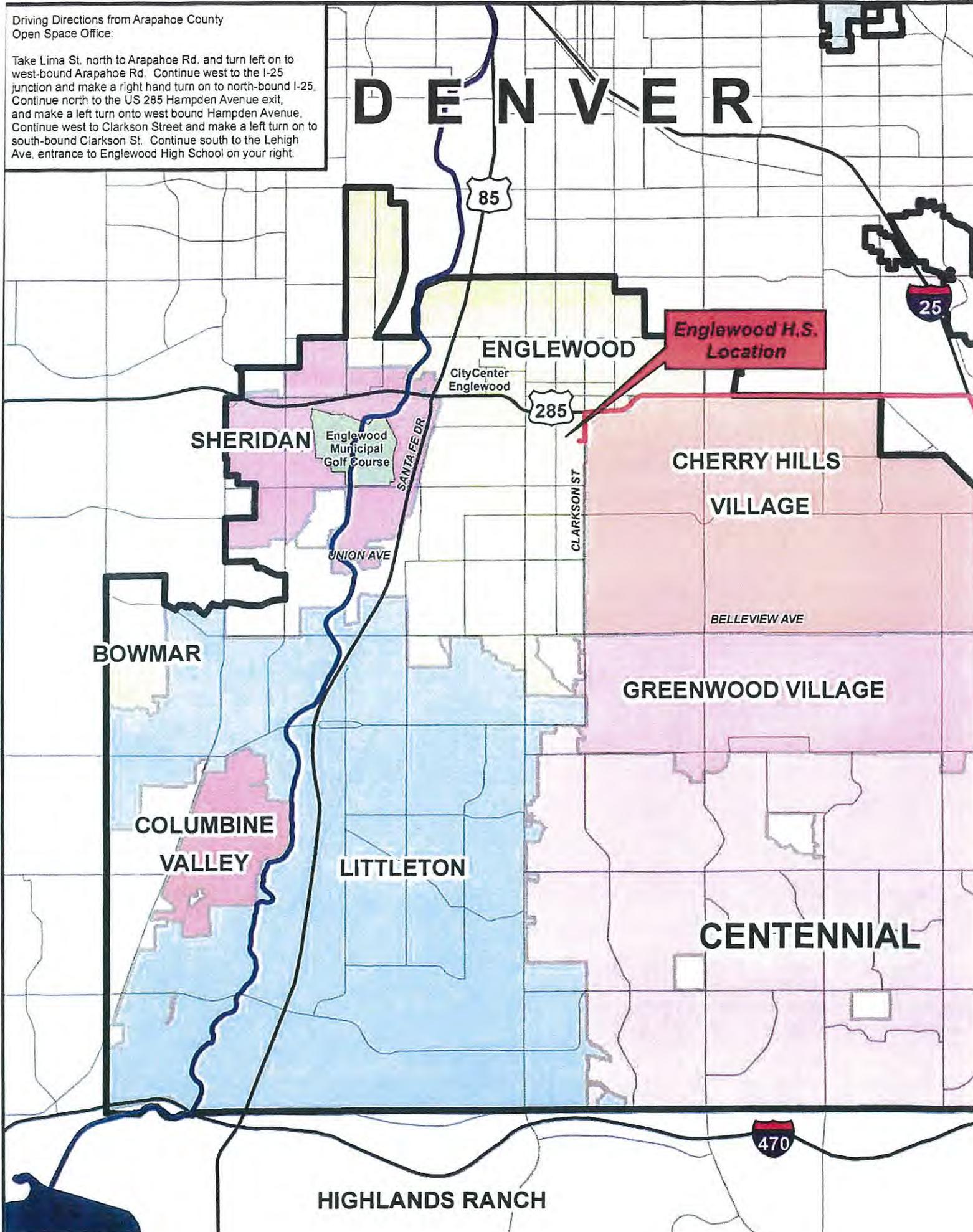
**Information will also be added to the City of Englewood's web site identifying the project and funding sources during and following construction. The Englewood Herald will run information and a news story related to the project as construction commences and before the ribbon cutting ceremony. Social media such as Facebook and Twitter will be used to provide project updates, recognize accomplishments and promote funding partners.**

**A ribbon cutting celebration will be scheduled at the completion of this project as a way to recognize the partnerships, funding agents, citizens, county and local dignitaries that assisted with this project.**

Driving Directions from Arapahoe County  
Open Space Office:

Take Lima St. north to Arapahoe Rd. and turn left on to west-bound Arapahoe Rd. Continue west to the I-25 junction and make a right hand turn on to north-bound I-25. Continue north to the US 285 Hampden Avenue exit, and make a left turn onto west bound Hampden Avenue. Continue west to Clarkson Street and make a left turn on to south-bound Clarkson St. Continue south to the Lehigh Ave. entrance to Englewood High School on your right.

# DENVER



**Englewood H.S.  
Location**

**ENGLEWOOD**

City Center  
Englewood

**SHERIDAN**

Englewood  
Municipal  
Golf Course

SANTA FE DR

**CHERRY HILLS  
VILLAGE**

BELLEVUE AVE

**BOWMAR**

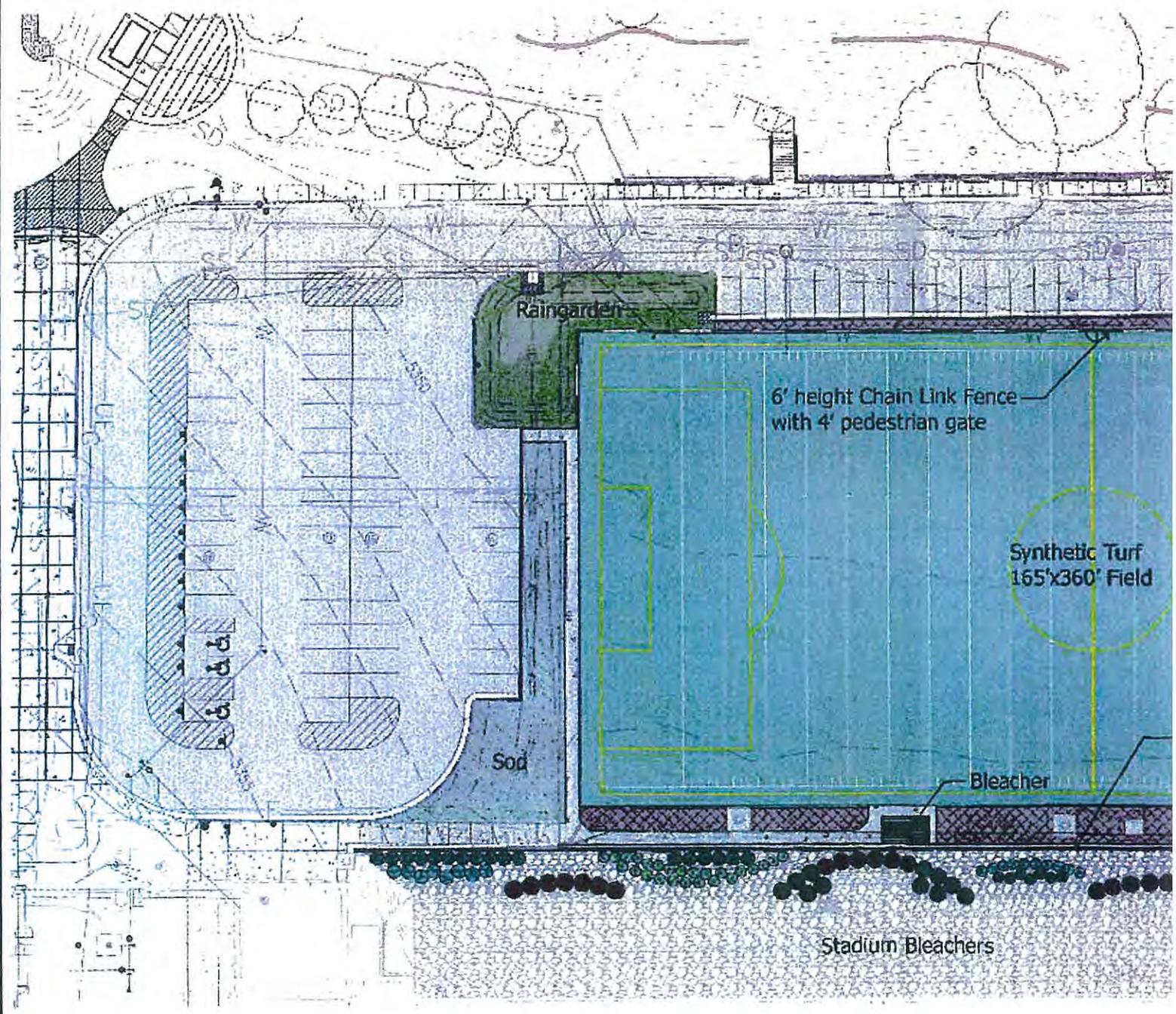
**GREENWOOD VILLAGE**

**COLUMBINE  
VALLEY**

**LITTLETON**

**CENTENNIAL**

**HIGHLANDS RANCH**



Rain garden

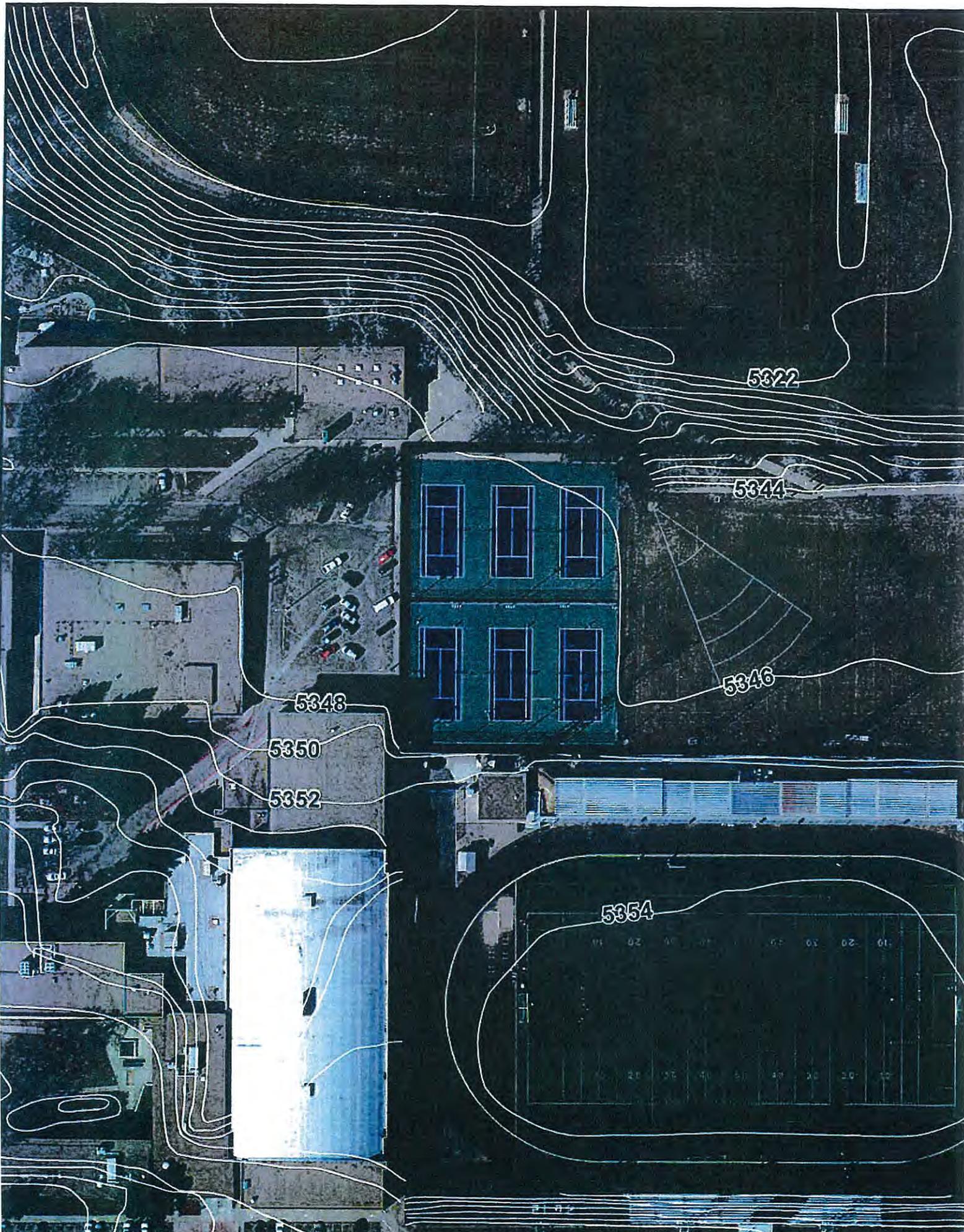
6' height Chain Link Fence  
with 4' pedestrian gate

Synthetic Turf  
165'x360' Field

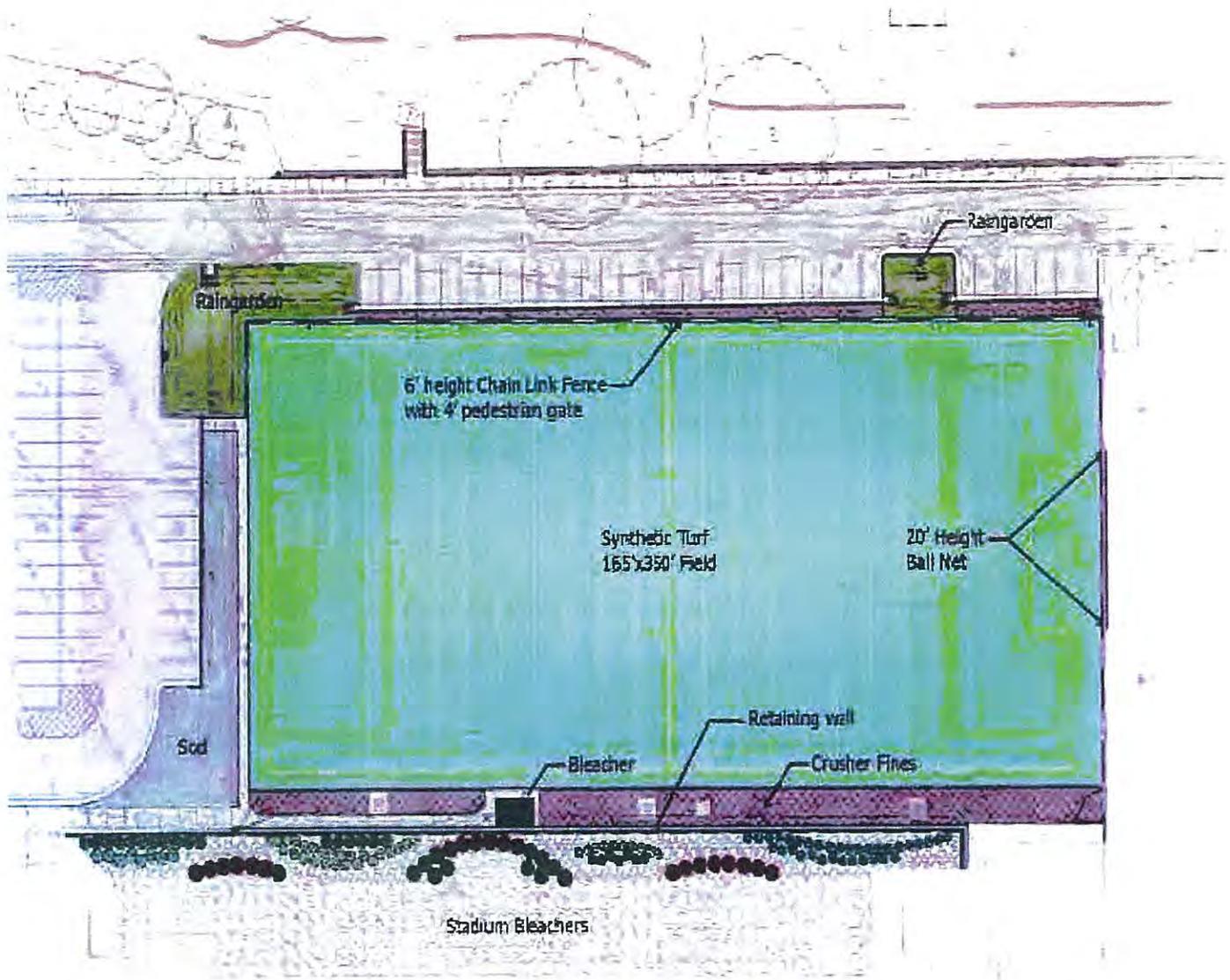
Sod

Bleacher

Stadium Bleachers







**MOD CAMPUS TURF FIELD**  
 School District



December 5, 2013

Scale: 1" = 40'-0"





Hosanna Practice Field (current conditions)

**PART E – Project Timeline**

<b>Task</b>	<b>Estimated Hours and/or Date to Complete</b>	<b>Responsible Person/Group</b>	<b>Measurable Objective/Deliverable</b>
Grant Notification	June 2014	ACOS	Award Grant Funding
Site Demolition	June 6, 2014	Saunders Construction	Demolition or removal of existing infrastructure
Earthwork	June 13, 2014	Saunders Construction	Site excavation
Site Utilities	June 20, 2014	Saunders Construction	Water and electrical
Retaining Wall	June 27, 2014	Saunders Construction	Retaining wall construction
Field Underdrains	June 27, 2014	Academy Sports Turf	Field drainage system installation
Site Concrete	July 14, 2014	Saunders Construction	Concrete construction work
Turf Sub-Grade	July 14, 2014	Academy Sports Turf	Sub-grade preparation and installation
Landscape and Irrigation	July 21, 2014	Saunders Construction	Installation of irrigation and landscaping
Synthetic Turf	August 4, 2014	Academy Sports Turf	Synthetic turf installation
Netting	August 11, 2014	Saunders Construction	Install netting behind goals
Fencing	August 18, 2014	Saunders Construction	Install fencing around field
Ribbon Cutting/Grand Opening	September 2014	Englewood	Opening Ceremony and Recognition
<b>Estimated TOTAL Hours and/or Final Date of Completion</b>	August 18, 2014		

## **PART F – Letters of Commitment and Support**

1. Resolution
2. City of Englewood Letter of Commitment
3. Englewood Schools Letter of Commitment
4. Englewood Schools – Brian Ewert, School Superintendent
5. Englewood Board of Education – Duane Tucker, President
6. Englewood Youth Sports Assoc. – Debbie Penn, Member At Large, Community Liaison
7. Englewood High School Band – Tyler Hastings, Student
8. Haley Ebert – 8<sup>th</sup> Grade Student

BY AUTHORITY

ORDINANCE NO. 63  
SERIES OF 2013

COUNCIL BILL NO. 59  
INTRODUCED BY COUNCIL  
MEMBER GILLIT

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND THE ARAPAHOE COUNTY SCHOOL DISTRICT NO. 1 CONSOLIDATING PREVIOUS SHARED SERVICE AND JOINT ACTIVITY INTERGOVERNMENTAL AGREEMENTS BETWEEN THE TWO PARTIES; MODIFYING AGREEMENTS CONCERNING HOSANNA FIELD AND AUTHORIZING APPLICATIONS FOR GRANTS.**

WHEREAS, shared service and joint activity intergovernmental agreements have been identified between the Englewood Parks and Recreation Department and the Englewood School District; and

WHEREAS, many of the agreements shall remain in place and do not need to be modified; and

WHEREAS, Ordinance No. 1, Series of 1998/1999 pertaining to the City hosting the Englewood Schools Website has terminated because Englewood Schools now have their own website; and

WHEREAS, an Intergovernmental Agreement dated July 15, 1974 pertaining to tennis and handball courts is terminated because the handball courts now belong to the School District and the tennis courts were removed and replaced with an inline hockey rink; and

WHEREAS, Ordinance No. 41, Series of 1984 pertaining to Maddox Elementary Use space for Nature Center has terminated because the Nature Center no longer exists; and

WHEREAS, Ordinance No. 6, Series of 1984 pertaining to the Englewood High School Swimming Pool Use has terminated because the EHS swimming pool has been torn down as part of the new 7-12 Campus Project; and

WHEREAS, a Joint Responsibility Letter regarding Englewood High School Tennis Courts has terminated because the EHS tennis courts have been torn down as part of the new 7-12 Campus Project; and

WHEREAS, Ordinance No. 17, Series of 1983 and Ordinance No. 12, Series of 1987, concerning the Hosanna Complex need to be modified so as to reflect the current agreement between the parties; and

WHEREAS, the parties wish to share in the development of a synthetic field at the 7-12 Campus and desire to set forth their understanding in that regard.

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

Section 1. The following Agreements shall remain:

- Ordinance No. 57, Series of 2012 – New 7-12 Campus Projects for Bldg. Use Tax
- The following projects were identified and have been completed as part of the sales tax rebate: Alternate 2 (includes \$24,000 for intersection improvements); Parking along Lehigh (not less than 40 spaces); Mansfield Parking (not less than 29 spaces); Traffic Signal Improvements at Logan/Mansfield.
- Ordinance No. 38, Series of 2005 – Inline Hockey, Joint Responsibility of Rink/Basketball Court at Sinclair MS (Alternative High School)
- Ordinance No. 37, Series of 2011 - Community Gardens at Charles Hay/Clayton
- Ordinance No. 36, Series of 1998 – Clayton Elementary Athletic Field
- Ordinance No. 14, Series of 2013 – CFAHS Gyms Use of Gymnasiums by City IGA
- Ordinance No. 66, Series of 2011 - Flat 14ers Project to keep kids healthy/active IGA
- All Schools Memorandum of Understanding Distribution of Program Flyers.

Section 2. The following Agreements shall be terminated:

- Ordinance No. 1, Series of 1998/1999 – City to Host School Website
- Intergovernmental Agreement dated July 15, 1974 -Tennis & Handball Courts
- Ordinance No. 41, Series of 1984 – Maddox Elementary Use space for Nature Center
- Ordinance No. 56, Series of 1999 – Flood Middle School Beautification Project
- Ordinance No. 6, Series of 1984 – Englewood High School Swimming Pool Use
- Joint Responsibility Letter – Englewood High School Tennis Courts.

Section 3. The following Agreements shall be modified as follows:

- Ordinance No. 17, Series of 1983 – Hosanna Complex Detention Pond Intergovernmental Agreement and Ordinance No. 12, Series of 1987 –Hosanna Complex Detention Pond; Intergovernmental Agreement Shared Maintenance Adjustment shall be modified as follows:
- School District and City will share the annual maintenance costs at a 50:50 split less any revenues received from the rental of the site (Athletic Fields, Baseball Field and Softball Field).

- All scheduling of the complex will continue to be administered by the City.
- Englewood Schools will continue to have first priority on usage. The City will receive second priority regarding usage. After City use, the City will rent the facilities out to the public to help offset the total maintenance cost. (Revenues generated from rentals will be deducted from the total maintenance cost before the maintenance expenditures are split between both parties).
- The School District will be responsible for school activity functions (lining fields, field set up, restrooms, access, etc.). The City will be responsible for City and rental activities (field set up, restrooms, access, etc.).
- Englewood Schools will maintain and be responsible for all above ground facilities at the Hosanna Athletic Complex. These are items such as: buildings, fencing, dugouts, bleachers, goals, etc.
- Parks and Recreation will maintain and be responsible for all below ground facilities at the Hosanna Athletic Complex. This is to include: mowing, aeration, fertilization, irrigation, pesticide application, tree maintenance, infield and warning track amendiments and maintenance and all ball field/athletic field maintenance (sod, infield edges, mounds, warning track, bases and anchors).
- Each organization shall be responsible for the activities and functions which they schedule on the fields. This includes field lining, restrooms, access, trash disposal, etc. During the remainder of the year, Parks staff will empty trash receptacles when there are no functions scheduled.
- Supplies for the restrooms will be supplied by the Schools (TP, paper towels, soap). Snow removal will be completed by Parks staff throughout the complex, up to but not including the stairs on the southern portion of the complex.
- It is also agreed upon that Parks staff and School staff will conduct a monthly meeting in order to further communication on the scheduling of events at the complex, field striping and any other maintenance related issues that arise. Monthly meetings will occur between February and September on a mutually agreed upon day and time for the season.

Section 4. Englewood Schools and the City of Englewood will share in the development of a synthetic field at the 7 – 12 Campus.

- City Council authorizes the City Manager or designee to apply for grants to help fund the construction of the new field.
- The School District will fund any additional costs beyond the grant amounts received by the City.
- The School District will maintain the field and will assume all costs related to maintenance.
- The City will schedule all activities on the site. Englewood Schools will continue to have first priority on usage. The City will receive second priority regarding usage.
- All revenues received from rental of the site will be deposited in a capital replacement fund account. This fund will be used strictly for replacement of the turf at the end of its life span.

Section 5. The Agreement Between the City of Englewood and the Arapahoe County School District No. 1 is attached hereto as Exhibit A.

Introduced, read in full, and passed on first reading on the 4th day of November, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 8th day of November, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 6th day of November, 2013 for thirty (30) days.

Read by title and passed on final reading on the 18th day of November, 2013.

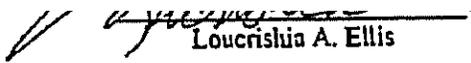
Published by title in the City's official newspaper as Ordinance No. 63, Series of 2013, on the 22<sup>nd</sup> day of November, 2013.

Published by title on the City's official website beginning on the 20<sup>th</sup> day of November, 2013 for thirty (30) days.

  
Randy P. Penn, Mayor

 Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. 63 Series of 2013.

  
Loucrishia A. Ellis

AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND  
THE ARAPAHOE COUNTY SCHOOL DISTRICT NO. 1

This agreement, entered into this 18th day of November, 2013 by and between the City of Englewood, a Colorado Home Rule Municipality (herein called "City") and the Englewood School District.

WHEREAS, shared services and joint activities have been identified between the Englewood Parks and Recreation Department and the Englewood School District.

Section 1. The following Agreements shall remain in place:

Ordinance No. 57, Series of 2012 – New 7-12 Campus Projects for Bldg. Use Tax

- The following projects were identified and have been completed as part of the sales tax rebate: Alternate 2 (includes \$24,000 for intersection improvements); Parking along Lehigh (not less than 40 spaces); Mansfield Parking (not less than 29 spaces); Traffic Signal Improvements at Logan/Mansfield.

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Ordinance No. 66, Series of 2011- Flat 14ers Project to keep kids healthy/active IGA

All Schools Memorandum of Understanding Distribution of Program Flyers

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Intergovernmental Agreement dated July 15, 1974 -Tennis & Handball Courts

Ordinance No. 41, Series of 1984 – Maddox Elementary Use space for Nature Center

Ordinance No. 56, Series of 1999 – Flood Middle School Beautification Project

Ordinance No. 6, Series of 1984 – Englewood High School Swimming Pool Use

Joint Responsibility Letter – Englewood High School Tennis Courts

Section 3. Ordinance No. 17, Series of 1983 -- Hosanna Complex Detention Pond Intergovernmental Agreement and Ordinance No. 12, Series of 1987 -- Hosanna Complex Detention Pond Intergovernmental Agreement Shared Maintenance Adjustment shall be modified as follows:

- School District and City will share the annual maintenance costs at a 50.50 split less any revenues received from the rental of the site (Athletic Fields, Baseball Field and Softball Field).
- All scheduling of the complex will continue to be administered by the City.
- Englewood Schools will continue to have first priority on usage. The City will receive second priority regarding usage. After City use, the City will rent the facilities out to the public to help offset the total maintenance cost. (Revenues generated from rentals will be deducted from the total maintenance cost before the maintenance expenditures are split between both parties).
- The School District will be responsible for school activity functions (lining fields, field set up, restrooms, access, etc.). The City will be responsible for City and rental activities (field set up, restrooms, access, etc.).
- Englewood Schools will maintain and be responsible for all above ground facilities at the Hosanna Athletic Complex. These are items such as: buildings, fencing, dugouts, bleachers, goals, etc.
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- Each organization shall be responsible for the activities and functions which they schedule on the fields. This includes field lining, restrooms, access, trash disposal, etc. During the remainder of the year, Parks staff will empty trash receptacles when there are no functions scheduled.
- Supplies for the restrooms will be supplied by the Schools (TP, paper towels, soap). Snow removal will be completed by Parks staff throughout the complex, up to but not including the stairs on the southern portion of the complex.
- It is also agreed upon that Parks staff and School staff will conduct a monthly meeting in order to further communication on the scheduling of events at the complex, field striping and any other maintenance related issues that arise. Monthly meetings will occur between February and September on a mutually agreed upon day and time for the season.

Section 4. Englewood Schools and the City of Englewood will share in the development of a synthetic field at the 7 – 12 Campus.

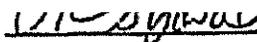
- City Council authorizes the City Manager or designee to apply for grants to help fund the construction of the new field.
- The School District will fund any additional costs beyond the grant amounts received by the City.
- The School District will maintain the field and will assume all costs related to maintenance.
- The City will schedule all activities on the site. Englewood Schools will continue to have first priority on usage. The City will receive second priority regarding usage.
- All revenues received from rental of the site will be deposited in a capital replacement fund account. This fund will be used strictly for replacement of the turf at the end of its life span.

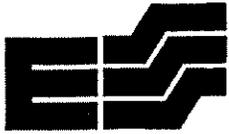
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

 Loucrishia A. Ellis, City Clerk

Randy P. Penn, Mayor

ARAPAHOE SCHOOL DISTRICT  
NO. 1

  
\_\_\_\_\_



**Englewood Schools**

A Relentless Focus On Learning

**BRIAN K. EWERT**  
Superintendent of Schools

December 8, 2013

Arapahoe County Open Spaces  
6934 South Lima Street, Suite A  
Centennial, CO 80112

Dear ACOS Board:

I would like to thank you for your consideration of Englewood Schools and the City of Englewood for a \$250,000 open spaces grant that will assist us in building a new, synthetic turf practice field for our students and a space for the City and citizens of Englewood to use outside of school hours.

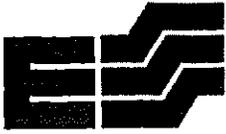
This field will fill a tremendous gap for our students and community as we recently transformed some of our multi-use practice space into a girls' softball field. In addition, it will improve the look and utility of a piece of land that has mostly been barren and unusable for quite some time.

Because of the importance of this field to our students and the community, the school district will provide any remaining funding necessary to transform the space that the grant will not cover, including all pre-design and architectural plans. In addition, the district will provide all necessary funds and/or labor for ongoing maintenance, including eventual replacement of the turf after such time has passed that it requires replacing.

Thank you again for your consideration as Englewood Schools and the City of Englewood further our partnership to better serve the youth and adults of this community.

Sincerely,

**Brian Ewert**  
Superintendent  
Englewood Schools



Englewood Schools

Brian Ewert  
Superintendent

*A Relentless Focus On Learning*

November 27, 2013

Duane Tucker  
4101 S. Bannock St.  
Englewood, CO 80110  
November 25, 2013

Arapahoe County Open Spaces  
6934 South Lima Street, Suite A  
Centennial, CO 80112

Dear ACOS Board:

On behalf of the Englewood Schools Board of Education, I would like to voice my support for a grant that would help the school district transform an unusable piece of land into a multi-use practice field for the schools and the community. This is by far the best use this piece of land could provide.

Having use of another quality practice field would ease the burden on our sports teams in finding practice space. We recently used the space on one of our fields to create a girls' softball facility. We are happy to offer a home field for our girls' softball, but changing the composition of the space eliminated many of the other uses the field previously provided.

Our football teams, marching band, lacrosse teams, soccer teams and PE classes would make great use of a high-quality, synthetic turf field available for their use. In addition, it would restore our facilities to the same amount of space we previously offered for community use before the addition of the softball field.

Thank you for your consideration of Englewood Schools for this grant.

Sincerely, 

Duane Tucker  
President, Board of Education  
Englewood Schools

Brian K. Ewert • Superintendent of Schools

Englewood Youth Sports Association

www.engagewoodysa.com

November 19, 2013

Arapahoe County  
Open Space, Parks and Trails  
10730 E Briarwood Ave, Suite 100  
Centennial, CO 80112

Dear Board Members,

This letter is written on behalf of Englewood Youth Sports Association (EYSA), I am writing this letter to support a grant application for a turf field in conjunction with Englewood Parks and Recreation and Englewood Schools.

EYSA is non-profit, all volunteer organization that serves the youth of Englewood by providing competitive sports for boys and girls, second through eighth grade.

We support this request as we are continually looking for space to meet the needs of our youth athletes. Our organization is very fortunate to have a cooperative, working partnership with Englewood Parks and the Englewood School District. Both of these groups provide our organization with practice and playing fields for all our sporting events. They have the difficult task of scheduling both practice and game venues for a variety of groups which includes EYSA. The process in itself requires a dedicated effort on behalf of all the organizations to get adequate field availability in order to service everyone's needs. The demands for fields are very difficult to meet when youth and adult organizations as well as the schools are vying for the same fields. The addition of a turf field would certainly ease some of the problems we encounter, especially with inclement weather. When the weather prevents us from using the grass fields we only have one field to meet everyone's needs. An additional turf field would provide us with another option to fulfill the obligations of field availability. Turf facilities also reduce maintenance costs and help conserve water which is a real need in today's environment.

Having an additional playing field would certainly extend the athletic opportunities for children in our city. As a community we want to be able to offer as many programs as possible and this request would assist us in achieving that goal. Thank you for your consideration of our request.

Sincerely,  
Debbie Penn,  
Member at Large- Community Liaison  
Englewood Youth Sports Association



**Englewood High School Bands  
Englewood Leadership Academy Bands**

Phil Emery, Director  
3800 S. Logan Street  
Englewood, Colorado 80113  
(303) 806-2231

November 25, 2013

To Whom It May Concern:

As an Englewood High School student involved in multiple activities that use our current turf field, I see obtaining grant money for a new synthetic turf to be an item of immense worth. I am involved in marching band, as well as soccer and lacrosse. Since all three of those activities and others often use the field at the same time, there is incessantly a space conflict.

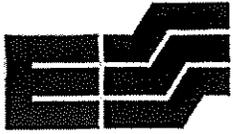
With the addition of a new field, various sports and activities can all have usage of a turf field without having to stress over being in the way of someone else. Sports could run practices that utilize the full field width and teams could still practice with another having a game.

Once we have EMS, EHS, and ELA on campus, P.E. classes could each use a separate turf and not have conflicts with each other. Now, on the other side of utilization is the fact that our current turf is fairly run-down. Over the years since it has been installed, a notable amount of wear and tear has naturally befallen it. There are patches throughout it where it is mashed down to the point that it is nearly worn through.

With a new field and renovated stadium, we could hold sporting events, band competitions, and anything of the like on a brand new field to match our beautiful new school. Having these activities here would mean more money for said activities, meaning they would not have to obtain so much using other means. I think a new field would pay for itself in no time both monetarily and academically.

Thanks you

Tyler Hastings



# Englewood Schools

A Relentless Focus On Learning

January 17, 2014

Arapahoe County Open Space  
6934 South Lima St., Suite A  
Centennial, CO 80112

Dear, to whom it may concern,

It would benefit us to have a practice field because there can be more things going on at once. If we had another field there can be more after school activities going on at once. There could be the soccer players practicing on one field and the football players practicing on the other field. It would also benefit us because there would be more places where people could hang out during school and or after school. It could keep some kids out of trouble because they would have more places to be instead of doing something that they are not supposed to be. This would help our school out a lot because during the summer, there would be a place where sports teams and summer camps could practice. If we had two fields we could have more kids practice which would have more kids coming into our school system. We could have an amazing sports system because

we would have more time to practice and more places to practice. This could help our school in so many ways. We would be very grateful if you would give us this grant. This could make our high school a more safe and exciting place to be. I would use the field to work on my sports. If we got this practice field I would be so excited to go to high school and it would make me feel better coming to school as an athlete.

Sincerely,

Englewood Middle School 8th  
grade student.

**PART G – Budget**

**anna Synthetic Turf Field**      Name of City / District      **City of Englewood**

	<b>Date</b>	<b>County Grant Request</b>	<b>Cash Match</b>	<b>In-Kind Match</b>	<b>Total Project Funds</b>
pace	June 2014	\$250,000	n/a	n/a	\$250,000
	June 2014	n/a	\$25,000		\$25,000
	June 2014		\$382,000		\$382,000
					\$ other cash/in-kind
roject)	June 2014	- not from County grant -	\$65,700		\$65,700
s	June 2014	\$ 250,000	\$472,700	\$ Other match	\$722,700
	<b>Projected Date</b>	<b>From County Grant</b>	<b>Cash Match</b>	<b>In-Kind Match</b>	<b>Total Project Costs</b>
Fees	Jun – Aug 14		\$18,300		\$18,300
ontrols	Jun - Aug 14		\$4,400		\$4,400
	June 2014		\$4,900		\$4,900
	Jun – Aug 14		\$500		\$500
	June 2014		\$85,500		\$85,500
	Jun – Aug 14		\$1,900		\$1,900
	June 2014		\$12,300		\$12,300
	July 2014		\$15,200		\$15,200
	August 2014	\$250,000	\$107,800		\$357,800
	August 2014		\$18,800		\$18,800
	July 2014		\$38,000		\$38,000
	August 2014		\$8,000		\$8,000
on	July 2014		\$57,000		\$57,000
	June 2014		\$18,600		\$18,600
	Jun – Aug 14		\$1,500		\$1,500
	Jun – Aug 14		\$13,900		\$13,900
ging	install upon completion	minimum \$400 required budget expense line item	\$400		\$ 400 required budget expense

<b>Costs</b>		<b>\$250,000</b>	<b>\$407,000</b>		<b>\$657,000</b>
ject)		- not charged to County -	\$65,700		\$65,700
<b>ency</b>		<b>\$250,000</b>	<b>\$472,700</b>	<b>\$ total in-kind</b>	<b>\$722,700</b>

**EIGHT COLUMN** {Must equal grant request + cash match + in-kind match (= subtotal) + contingency} \$722,700

Date: January 16, 2014

BLANK Title: Director of Parks & Recreation

**ARAPAHOE COUNTY, COLORADO  
AUTHORIZATION AGREEMENT  
FOR AUTOMATIC DEPOSITS (ACH CREDITS)**

I (we) hereby authorize Arapahoe County Government to initiate credit entries, and if necessary, reverse any incorrect ACH credit entries made in error to our bank account indicated below.

ENTITY NAME: \_\_\_\_\_

FEDERAL E.I.N. \_\_\_\_\_

ADDRESS:  
STREET \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

DEPOSITORY NAME \_\_\_\_\_

ADDRESS:  
STREET \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

DEPOSITORY TRANSIT NUMBER \_\_\_\_\_

DEPOSITORY ACCOUNT NUMBER \_\_\_\_\_

CHECKING

SAVINGS

This agreement is to remain in full force and effect until Arapahoe County Government has received written notification from the ENTITY of its termination in such time and manner to afford Arapahoe County Government and DEPOSITORY a reasonable opportunity to act on it. It is the responsibility of ENTITY to fill out a new agreement if the ENTITY changes banks or accounts.

Date \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 40  
INTRODUCED BY COUNCIL  
MEMBER OLSON

AN ORDINANCE AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT ENTITLED “AFFILIATION AGREEMENT TO PERMIT CLINICAL TRAINING-ENGLEWOOD FIRE DEPARTMENT” BETWEEN THE STATE OF COLORADO AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood City Council approved an affiliation agreement with Red Rocks Community College allowing the Englewood Fire Department to provide clinical training to Red Rocks Community College students with the passage of Ordinance No. 15, Series of 2011; and

WHEREAS, Red Rocks Community College provides training and a degree in emergency medical services; and

WHEREAS, as part of that training, students are required to complete clinical experience, supervised by a preceptor; and

WHEREAS, the Dean of Red Rocks Community College and the Assistant Professor of EMS approached the Englewood Fire Department requesting that their students be permitted to work with the Fire Department to gain some of that clinical experience due to the volume of calls and the expertise of the preceptors of the Englewood Fire Department;

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 IGA entitled “Affiliation Agreement to Permit Clinical Training-Englewood Fire Department” between the State of Colorado and the City of Englewood, Colorado, as attached hereto as Exhibit A.

Section 2. The Mayor is authorized to execute said Intergovernmental Agreement for and on behalf of the City of Englewood.

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

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 11<sup>th</sup> day of July, 2014.

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

Read by title and passed on final reading on the 21<sup>st</sup> day of July, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 25<sup>th</sup> day of July, 2014.

Published by title on the City's official website beginning on the 23rd day of July, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

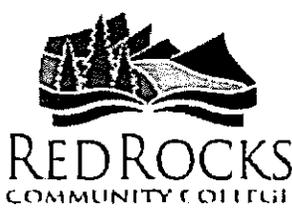
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Loucrishia A. Ellis, City Clerk

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.

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Loucrishia A. Ellis



**AFFILIATION AGREEMENT TO PERMIT CLINICAL TRAINING  
Englewood Fire Department**

**THIS AFFILIATION AGREEMENT** by and between the State of Colorado, Department of Higher Education, by the State Board for Community Colleges and Occupational Education for the use and benefit of RED ROCKS COMMUNITY COLLEGE, located at 13300 West Sixth Avenue, Lakewood, CO 80228-1255 (hereinafter referred to as "RRCC"), and Englewood Fire Department, located at 3615 S Elati Street, Englewood, CO 80110 (hereinafter referred to as the "Institution").

**WHEREAS**, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

**WHEREAS** the Institution has the facilities to provide the necessary learning experiences desired,

**WHEREAS** the parties concur that it is to their mutual advantage and benefit that students enrolled at RRCC utilize the Institution during their Clinical experiences; and,

**WHEREAS** students and faculty of RRCC provide a source of stimulus and an example of excellent patient care,

**WITNESSETH**, that the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows:

**THE CLINICAL SITE SHALL BE: Englewood Fire Department**

**TERMS AND CONDITIONS**

1. **Definitions.** The following definitions apply.
  - a. "Clinical" means a program of study as part of a RRCC course or degree requirement, conducted in cooperation with the Institution, whereby Clinical Students under the supervision of a preceptor receive experience and instruction in a professional setting.
  - b. "Preceptor" means that person employed or retained by either RRCC or the Institution to supervise the clinical experience.
  - c. "Clinical Student" means a person enrolled at RRCC who is to complete the Clinical. A clinical student includes, but is not limited to students enrolled in a Health Careers, Emergency Medical Services or Fire Science program such as Advanced Emergency Medical Technician, Diagnostic Medical Sonography,

Emergency Medical Technician, Medical Assisting, Nursing, Phlebotomy, Physician Assistant, and Radiologic Technology.

**2. Purpose.**

- a. As part of RRCC educational requirements or as required for the award of a degree or certificate in a particular area of study, students must complete a Clinical experience supervised by a preceptor.
- b. The Institution has facilities and professional staff appropriate for this Clinical.
- c. By entering into this Agreement, the parties hereto do not intend that any of the RRCC staff or any Clinical Student is to be an employee of the Institution's for any purpose, except that to the extent that the activities performed hereunder are subject to the provisions of the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Clinical Student shall be deemed a member of the Institution's workforce at all times while performing the Clinical duties and activities. RRCC staff and Clinical Students shall not act as the Institution's agents or representatives in any capacity, and shall not make any commitments on behalf of the Institution. The Parties hereto are not partners, agents nor principals of one another.

- 3. Term.** This contract takes effect on the date signed by the College President. It shall renew annually for a maximum of three (3) consecutive years unless either Party gives written notice to the other Party ninety (90) days prior to the renewal date. This contract may be terminated at any time by mutual consent of the parties hereto in writing, and signed by the authorized representative of each Party. In the event that a notice to terminate is given by either Party, this Agreement shall continue in full force and effect so as to permit the completion of all Clinicals that began prior to the Contract End Date, and with respect to such Clinicals, all terms and conditions of this Agreement shall apply until the last such Clinical is completed.

**4. RRCC Obligations.**

- a. RRCC acknowledges its sole responsibility for the planning and execution of the educational program through its program personnel and community faculty.
- b. RRCC shall be responsible for academic administration, curriculum content and programming, Clinical Student recruitment, admission, promotion and graduation, maintenance of all Clinical records and reports, and final determination of all grades to be awarded to Clinical Students for Clinical participation.
- c. RRCC shall ensure that all Clinical Students have completed all applicable prerequisite courses and any other requirements necessary prior to Clinical placement.
- d. RRCC hereby agrees to apprise Clinical Students of the confidential nature of client information.
- e. RRCC will require Clinical Students to comply with rules and regulations of the Institution while present within the Institution;
- f. RRCC will assure that each Clinical Student and faculty member will maintain appropriate current immunizations and evidence of the absence of tuberculosis;

- g. RRCC will engage in cooperative planning with appropriate Institution personnel for the selection and assignment of student Clinical learning experiences;
- h. RRCC will inform Clinical Students of their responsibility to provide any transportation, meals, and lodging related to the Clinical rotation.
- i. RRCC will assure that Clinical Students will be responsible for their own medical care while within the Institution, although the Institution may be asked to render emergency care in appropriate and extraordinary circumstances;
- j. RRCC recognizes the authority of the Institution to refuse the use of its facilities to any Clinical Student who does not meet the standards of the Institution;

**5. The Institution's Obligations.**

- a. The Institution will provide for the orientation of Clinical Students at the Institution, and will make available to them all of the Institution's pertinent policies, rules and regulations;
- b. The Institution will allow access to the facilities of the Institution for the clinical training of Clinical Students, including the participation of the Clinical Students in the delivery of medical services under the supervision of assigned preceptors;
- c. The Institution shall have sole authority and control over all aspects of client services, including those activities wherein Clinical Students may be exposed to or interrelate with clients.
- d. The Institution shall, in consultation with appropriate RRCC faculty and the Preceptor, designate those clients to whom Clinical Students may be exposed for their Clinical experience. The Institution shall determine the dates of Clinical assignments for specific duties related to the Clinical rotations.
- e. The Institution, in its discretion, may at any time exclude from participation hereunder any Clinical whose performance is determined to be detrimental to the Institution's clients, who fails to comply with proper channels of communication or the Institution's established policies and procedures, or whose performance is otherwise unsatisfactory.
- f. The Institution will render emergency care to Clinical Students in appropriate and extraordinary circumstances, including the use of CDC-consistent guidelines after exposure to blood or bodily fluids.

**6. Both Parties agree that:**

- a. they will cooperate in the coordination of Clinical Students placement at the Institution;
- b. they will notify one another of any issues involving the safety of patients, staff, Clinical Students, or faculty;
- c. they will inform one another of changes in personnel, curriculum or the availability of learning opportunities at the earliest possible time;

- d. upon its request, the Institution shall enjoy representation on the curriculum committee and advisory board of the program;
- e. any preceptors who are employed by the Institution shall be given "Clinical Instructor" appointments within RRCC, but shall not receive financial compensation or workers' compensation coverage from RRCC as the result of their service;

**7. Liability and Insurance; Governmental Immunity.**

- a. RRCC, as an entity of the State of Colorado, is entitled to certain immunities under Colorado law, including the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., and is self-insured as more fully set forth in Risk Management laws, C.R.S. §§ 24-30-1501, et seq. The parties agree that such insurance shall satisfy all insurance requirements of this Agreement except as otherwise specified herein.
- b. The Colorado Constitution prohibits the State of Colorado and RED ROCKS COMMUNITY COLLEGE from agreeing to indemnify any other party, public or private. In addition, the Colorado Governmental Immunity Act limits the tort liability of public entities and their employees and authorized volunteers acting in the course of authorized governmental undertakings. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise so modified by statute. Parties to this Agreement should seek liability protection through their own insurance or otherwise.
- c. Workers' Compensation insurance coverage for Clinical Students participating under this Agreement shall be provided by RRCC.
- d. Clinical Student liability insurance shall be provided by RRCC in the amount of \$1,000,000 each incident or occurrence and \$3,000,000 in the aggregate.

**8. HIPAA Compliance.**

- a. The parties agree that to the extent required under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 as that act may be amended from time to time, and regulations promulgated hereunder, RRCC and Institution hereby assure they will appropriately safeguard protected health information (PHI) made available to or obtained pursuant to this Agreement. Without limiting obligations otherwise set forth in this Agreement or imposed by applicable law, the parties agree to comply with applicable requirements of law relating to PHI and shall:
  - Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
  - Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
  - Report to both parties of this agreement, any use or disclosures of PHI not provided for by this Agreement of which s/he becomes aware;
  - Ensure that any subcontractors or agents to whom RRCC or Institution provides PHI agree to the same restrictions and conditions that apply to them with respect to PHI;
  - Make available PHI in accordance with applicable law;
  - Make available to the Secretary of the United States Health & Human Services, RRCC or Institution's internal practices, books, and records

- relating to the use and disclosure of PHI received pursuant to this Agreement for purposes of determining compliance with applicable law;
- Provide information required to make an accounting of disclosures pursuant to applicable law;
- At the termination of this Agreement, return or destroy all PHI in any form received pursuant to this Agreement and retain no copies of the said PHI; and
- This Agreement may be amended from time to time, if and to the extent required by the provisions of HIPAA and the regulations promulgated there under, so that this Agreement is consistent therewith.

9. **Termination.** This Agreement may be terminated as follows:
  - a. **For Convenience.** Either Party may terminate this Agreement for any reason by providing ninety (90) days written notice to the other Party of its intention to terminate, provided that Clinical Students shall be permitted to complete Clinicals that began prior to the termination notice.
  - b. **For Default.** A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law. To the extent reasonable, the Parties shall endeavor in good faith to prevent the early termination of any ongoing Clinical as a result of the termination of this Agreement under this section.
10. **No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement shall be strictly reserved to the parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person. It is the express intention of the parties that any person other than a party to this Agreement receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
11. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Denver, State of Colorado.
12. **Assignment.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the prior written approval of the parties.
13. **Waiver.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
14. **Anti-Discrimination.** The parties agree that in the performance of this Agreement, there will be no discrimination against Clinical Students, employees, or other persons related to race, color, sex, religion, creed, age, national origin, sexual orientation, or disability.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any previous contracts, understandings, or agreements of the parties, whether oral or written, concerning the subject matter of this Agreement.
16. **Amendment.** Any amendment to this Agreement must be in writing and must be signed by the parties.
17. **Notices and Representatives.** Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**RRCC:**

**Clinical Representative**

Barbara Eagleman  
Clinical Site Coordinator  
Red Rocks Community College  
13300 W. 6<sup>th</sup> Ave., Box 34  
Lakewood, CO 80228  
303-914-6461

**Business Services**

Lynn Beltran  
Coordinator of Purchasing I  
Red Rocks Community College  
13300 W. 6<sup>th</sup> Ave., Box 30  
Lakewood, CO 80228  
303-914-6344

**Institution Representative:**

Stephen Green  
Englewood Fire Department  
3615 S Elati Street  
Englewood, CO 80110  
303-762-2476  
303-762-2406 Fax

18. **Severability.** In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
19. **Commencement.** This contract shall commence on the date signed by the College President.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

**\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

<p align="center"><b>CONTRACTOR</b></p> <p>By: <u>Randy Penn</u></p> <p>Title: <u>Mayor</u></p> <p>_____</p> <p align="center">*Signature</p> <p>Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, GOVERNOR</b> State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education, for the use and benefit of Red Rocks Community College</p> <p>_____</p> <p align="center">By: C. Michele Haney, President</p> <p>Date: _____</p>
<p align="center">2nd Contractor Signature (if needed)</p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p align="center">*Signature</p> <p>Date: _____</p>	<p align="center"><b>LEGAL REVIEW</b> John W. Suthers, Attorney General <b>NOT REQUIRED FOR THIS CONTRACT</b></p> <p>By: _____</p> <p align="center">Signature - Assistant Attorney General</p> <p>Date: _____</p>

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 42  
INTRODUCED BY COUNCIL  
MEMBER OLSON

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF ARAPAHOE COUNTY, COLORADO, BY AND THROUGH THE ARAPAHOE COUNTY CLERK AND RECORDER, AND THE CITY OF ENGLEWOOD, COLORADO, TO CONDUCT A COORDINATED ELECTION ON NOVEMBER 4, 2014.

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the City of Englewood has participated with Arapahoe County in conducting coordinated elections since 1993; and

WHEREAS, Arapahoe County and the City of Englewood have determined that it is in the best interest of the taxpayers and the electors to conduct a Coordinated Election on November 4, 2014; and

WHEREAS, Arapahoe County and the City of Englewood desire to set forth their respective responsibilities for the Coordinated Election pursuant to the Intergovernmental Agreement.

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

Section 1. The Intergovernmental Agreement for Coordinated Election is attached hereto as "Exhibit A". The Intergovernmental Agreement for Coordinated Election is hereby accepted and approved by the Englewood City Council.

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

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

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

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

Read by title and passed on final reading on the 21<sup>st</sup> day of July, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 25<sup>th</sup> day of July, 2014.

Published by title on the City's official website beginning on the 23rd day of July, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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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.

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Loucrishia A. Ellis

**INTERGOVERNMENTAL AGREEMENT  
FOR GENERAL ELECTION  
ARAPAHOE COUNTY  
NOVEMBER 4, 2014  
(Coordinated Election)**

This Intergovernmental Agreement is entered into by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado and the Arapahoe County Clerk and Recorder (hereinafter jointly referred to as the "County") and the City of Englewood (hereinafter referred to as the "Political Subdivision" and/or "jurisdiction").

WHEREAS, pursuant to the Uniform Election Code of 1992, (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the County and the Political Subdivision have determined that it is in the best interest of the taxpayers and the electors to conduct a General Election on November 4, 2014; and

WHEREAS, the Colorado Constitution, Article X, Section 20, ("TABOR") requires the production of a mailed notice ("TABOR Notice") concerning certain ballot issues and/or ballot questions that will be submitted to the electors of the County and the Political Subdivision; and

WHEREAS, the County and the Political Subdivision have determined that it is in the best interest of the taxpayers and the electors for the County to print the TABOR Notice for the November 4, 2014 election; and

WHEREAS, the TABOR Notices of several jurisdictions are to be sent as a package where jurisdictions overlap; and

WHEREAS, when appropriate there should be county-wide coordination of the production and mailing of the TABOR Notice package to effectuate the purposes of said constitutional section; and

WHEREAS, the County and the Political Subdivision desire to set forth their respective responsibilities for the General Election pursuant to this Intergovernmental Agreement.

NOW, THEREFORE, IT IS AGREED by the County and the Political Subdivision as follows:

1. **Coordinated Election:** The November 4, 2014 election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.) ("Coordinated Election" or "Election"). The election participants shall be required to execute agreements with Arapahoe County for this purpose and may include municipalities, school districts and special districts within the Arapahoe County limits and the State of Colorado.
2. **Title 1:** The November 4, 2014 election shall be conducted by the County pursuant to and in accordance with Title 1 C.R.S.

3. **Election Officials:** The Arapahoe County Clerk and Recorder shall be designated as the Coordinated Election Official and the Political Subdivision hereby identifies the City Clerk as its Designated Election Official.
  
4. **County Clerk Duties:** The County shall perform the following tasks in relation to the Coordinated Election, to wit:
  - a. Negotiate an agreement for the printing of the official ballots.
  - b. Provide a copy of the ballot layout and the text of the official ballot to the Designated Election Official for proofreading prior to the authorizing of the printing of all ballots.
  - c. Provide a copy of the Political Subdivisions' legal boundaries as defined in the Arapahoe County Street List Locator no later than August 1, 2014.
  - d. Certify the complete, "as of" number of registered electors within the Arapahoe County portion of the Political Subdivision no later than October 03, 2014.
  - e. Deliver a proposed election plan to the Secretary of State no later than 90 days prior to the Election (August 6, 2014).
  - f. Provide mail ballots, affidavits, certificates, envelopes, instruction cards, replacement ballots, and other necessary supplies to eligible voters.
  - g. Appoint, compensate, instruct and oversee the Board of Canvassers.
  - h. Appoint, compensate, instruct and oversee the judges of the Election, including counting judges.
  - i. Publish and post the required legal notice pursuant to C.R.S. §1-7.5-107(2.5)(a)(I) no later than 20 days before the Election.
  - j. Publish and post the required legal notice pursuant to C.R.S. §1-5-205 that is published no later than 10 days prior to the Election for the jurisdiction's ballot issues, ballot questions and/or candidates.
  - k. Provide support on the date of the Election by telephone and in person, should the need arise, until counting of the ballots is completed.
  - l. Supervise delivery of ballots to judges, distribution, handling and counting of ballots and the survey of returns.
  - m. Provide unofficial results of the Election via [www.arapahoevotes.com](http://www.arapahoevotes.com).
  - n. Prior to tabulation of voted ballots, provide the participating jurisdiction test ballots of the jurisdiction's ballot style(s) to allow for testing of electronic vote-counting equipment.
  - o. Designate and operate Voter Service Polling Centers as required by and in conformance with Title 1.
  - p. Establish and maintain mail ballot drop-off locations as required by and in conformance with Title 1.
  - q. Maintain a list of names and precinct numbers of eligible electors together with the date on which the mail ballot was sent and the date on which the mail ballot was returned or cast.

- r. Maintain a list of actual voters from the Election, and upon request, generate a printed list of the persons who voted following the Election. The cost will be \$.005 (1/2 cent) per name.
  - s. Store all voted ballots for a minimum of 25 months after the Election, and all other materials required by law to be saved, in such a manner that they may be accessed by the participating jurisdiction, if necessary, to resolve any challenge or other legal questions that might arise regarding the Election.
  - t. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the Election for the jurisdiction. The participating jurisdiction's proportional share of actual costs shall be based on County expenditures relative to the Election.
5. **Political Subdivision Duties:** The Political Subdivision shall perform the following tasks in relation to the Coordinated Election, to wit:
- a. Certify the candidates, if applicable, and the list of ballot issues and/or ballot questions on a portable data storage device or by email (with receipt confirmed by the County Election Department) in Microsoft Word format along with a paper copy no later than 4:00 p.m. on September 5, 2014. The ballot content must be certified in the order in which it will appear on the ballot. The jurisdiction shall be solely responsible for the accuracy of the information contained in the certificate. The certified list of candidates, ballot issues and/or ballot questions shall be final and the County will not be responsible for making any changes after certification.
  - b. Within one day of receipt, proofread the layout and the text of the jurisdiction's portion of the official ballots before authorizing the printing of all ballots.
  - c. Publish and post any required legal notices for the jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice required by C.R.S. §§ 1-5-205 and 1-7.5-107(2.5)(a)(I) that is published no later than 10 days prior to the election. A copy of such published legal notice shall be submitted to the County for its records.
  - d. Prepare, hand-count and deliver to the County Clerk, the required test deck of ballots for testing the electronic vote counting equipment. Participate in logic and accuracy test, date to be determined.
  - e. Remit payment directly to Arapahoe County within 60 days of billing for its prorated share of **ALL COSTS** relating to the printing and mailing of ballots and all other election expenses described in Section 4.
  - f. Comply with the provisions of the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), and the time guidelines schedule as attached hereto as these relate to the November 4, 2014 election. The Political Subdivision shall notify the County of any exception no later than 29 days prior to the Election.
  - g. The Political Subdivision shall defend and resolve at its sole expense all challenges relative to the candidates, ballot issues and/or ballot questions as certified to the County for inclusion in the November 4, 2014 Coordinated Election.
  - h. Submit to the County a map identifying the participating jurisdiction's boundaries no later than July 28, 2014.

- i. Certify to the County, no later than August 18, 2014, the Political Subdivision's legal boundaries from the Street List Locator provided to the Political Subdivision on August 1, 2014.
  - j. Obtain and deliver a certified copy of the property owners' list for the Political Subdivision, (if deemed applicable), that has been reviewed against the voter registration records in the office of the Arapahoe County Clerk and Recorder.
6. **TABOR:** If the Coordinated Election includes a ballot question and/or issue governed by Colorado Constitution, Article X, Section 20, ("TABOR"):
  - a. The County shall perform the following tasks in relation to the TABOR Notice:
    - i. Certify the complete number of registered electors and/or household addresses with one or more active registered voters, within the Arapahoe County portion of the Political Subdivision no later than October 03, 2014.
    - ii. Determine the "least cost" method for mailing the TABOR Notice package. Nothing herein shall preclude the County from sending the TABOR Notice or Notice package to persons other than electors of the Political Subdivision if such transmittal arises from the County's efforts to mail the TABOR Notice package at the "least cost."
    - iii. Include the text, and provide a proof as written and in the order submitted, in accordance with the TABOR requirements for the TABOR Notice. Coordinate and mail the TABOR Notice package in the time frame as required by law.
    - iv. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's TABOR Notice services for the Political Subdivision. The Political Subdivision's proportional share of actual costs shall be based on the County's total expenditures relative to the 2014 TABOR Notice.
  - b. The Political Subdivision shall perform the following tasks in relation to the TABOR Notice:
    - i. Publish all required legal notices for the jurisdiction's ballot questions/ballot issues, other than the notice that is required by C.R.S. §1-5-205 that is published no later than 10 days before the election, which covers all pertinent information required by statute. A copy of such published legal notice shall be submitted to the County for its records.
    - ii. Comply with the provisions of the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), and the time guidelines schedule, as these relate to the Election in the Political Subdivision, unless superseded by other legal authority.
    - iii. Receive petition representative's written summary of comments relating to ballot issues/ballot questions.
    - iv. The Political Subdivision shall certify a final and exact text and summary of comments concerning its ballot issues and/or ballot questions, along with the required fiscal information to the County, on portable data storage device or email (with receipt confirmed by the Election Department) in Microsoft Word and with a paper copy, no later than 4:00 p.m. on September 23, 2014 for inclusion in the TABOR Notice mailing as required by Section 20 of

Article X of the Colorado Constitution. The process of receiving written comments relating to ballot issues/ballot questions and summarizing such comments, as required by Section 20 of Article X of the Colorado Constitution, is the sole responsibility of the Political Subdivision. The certified text, summary of comments and fiscal information shall be final and the County will not be responsible for making any changes after the certification.

**The Political Subdivision shall defend and resolve, at its sole expense, all challenges relative to the TABOR Notices certified to the County for inclusion in the TABOR Notice package or its November 4, 2014 Coordinated Election.**

- v. Remit payment to the County within 60 days of billing for the prorated cost relating to the printing and mailing of the TABOR Notice package and all other expenses described in Section 6.
7. **Entire Agreement:** This IGA constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all prior or contemporaneous agreement, proposals, negotiations, understandings, representations and all other communications both, oral and written, between the Parties.
8. **Sufficient Funds:** The Political Subdivision avers that it has sufficient funds available in its approved budget to pay its prorated expenses for the November 4, 2014 Coordinated Election.
9. **Governing Law; Jurisdiction and Venue.** Unless otherwise agreed in writing, this Intergovernmental Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the County of Arapahoe, State of Colorado.
10. **Severability:** Should any provision of this Intergovernmental Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Intergovernmental Agreement shall be of full force and effect.
11. **Notices:** Notices to be provided under this Intergovernmental Agreement shall be given in writing either by hand delivery or deposit in the United States mail, certified mail, return receipt requested, with sufficient postage, to the following persons:
- |                                    |   |
|------------------------------------|---|
| Matt Crane                         | <b>DEO Name:</b> Loucrishia A. Ellis            |
| Arapahoe County Clerk and Recorder | <b>Title:</b> City Clerk                        |
| 5334 South Prince St.              | <b>Address:</b> 1000 Englewood Parkway          |
| Littleton, Colorado 80166-0211     | <b>City, St, Zip:</b> Englewood, Colorado 80110 |
12. **Amendment:** This Intergovernmental Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.
13. **Immunities Preserved:** It is the intention of the parties that this IGA shall not be construed as a contractual waiver of any immunities or defenses provided to the County Clerk and his employees by the Colorado Governmental Immunities Act, C.R.S. §24-10-101. *et seq.*

**ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
**Nancy Doty, Chair**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Matt Crane, Coordinated Election Official**

\_\_\_\_\_  
Date

**JURISDICTION NAME: CITY OF ENGLEWOOD**

\_\_\_\_\_  
**By: Loucrishia A. Ellis**  
**Title: City Clerk**

\_\_\_\_\_  
Date

**Coordinating Jurisdiction Calendar for November 4, 2014 General Election**

<b>Date</b>	<b>Event</b>	<b>Reference</b>
17-July Thursday	Last day for write in candidate to file intent (110 days prior)	1-4-1102(1)
25-July Friday	Last day to notify county clerk of intent to participate in the General election	1-7-116(5) IGA Agreement
28-July Monday	Jurisdiction to provide copy of legal boundaries to County Clerk	IGA Agreement
1-August Friday	County Clerk to provide copy of legal boundaries to jurisdiction	IGA Agreement
18-August Monday	Jurisdiction to certify legal boundaries to County Clerk	IGA Agreement
26-August Tuesday	Last day to sign IGA	1-7-116(2)
5-September Friday	Coordinating jurisdictions to certify ballot content and order (60 days prior)	1-5-203(3)(a)
19-September Friday	Deadline for filing Tabor pro/con statements with DEO (Friday before the 45 <sup>th</sup> day before the election)	Art X, Sec. 20(3)(b)(v) 1-7-901(4)
20-Sep Saturday	UOCAVA ballot mailing deadline (45 days prior)	1-8.3-110(1) Rule 16
23-September Tuesday	Tabor notices filed with County Clerk (42 days prior)	1-7-904
1-Oct (Subject to Change) Wednesday	Public Test	Arapahoe County
3-October Friday	Last day to mail Tabor notices	Art. X, Sec. 20(3)(b)
14-October Tuesday	Last day to register to vote via Voter Registration Drives	1-2-201(3)(b)(I)
14-October Tuesday	Ballot drop off locations open & Mail Ballots Mailed	1-7.5-107(3)(a)(I)
15-October Wednesday	Notice of election to be published (20 days before)	1-7.5-107(2.5)(a)(I)
20-October Monday	Early Voting begins at Voter Service and Polling Centers	1-5-102.9(2)
27-October Monday	Last day to register to vote via Online submissions, Mail, and Agency forms in order to receive a mail ballot	1-2-201(3)(b)(III)
28-October Tuesday	Last day to apply for mail in ballot if mailed (7 <sup>th</sup> day prior)	1-7.5-116(3)
31-October Friday	Last day to request an in-person absentee ballot	1-7.5-116(3)
4-November Tuesday	Election Day	1-1-104(17) 1-4-201 Rule 7.8.1(b)
12-November Wednesday	Last day to receive UOCAVA ballots	1-8.3-113 Rule 16.1.6
12-November Wednesday	Last day to cure any signature and ID discrepancies	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rule 7.6.2
21-November Friday	Deadline for Canvass Board and official abstract (17 <sup>th</sup> day after)	1-10-102(1) Rule 10

## COUNCIL COMMUNICATION

<b>Date:</b> July 21, 2014	<b>Agenda Item:</b> 11 a i	<b>Subject:</b> Intergovernmental Agreement with RTD for Transit Stop Improvements
<b>Initiated By:</b> Department of Public Works	<b>Staff Source:</b> Dave Henderson, Deputy Public Works Director	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

No previous Council Action.

### RECOMMENDED ACTION

Staff recommends Council approve a Bill for an Ordinance to enter into an Agreement with the Regional Transportation District (RTD) for improvements and repairs to four transit stops.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In July, 2013, the RTD issued a "call for applications" for small local governments to submit funding requests to improve or repair transit facilities. Typically, these funds are used to repair bus pads, curb and gutter, and sidewalks adjacent to bus stops.

Staff submitted an application by the deadline in August, 2013. Our application requested \$35,000 to repair bus pads and associated curb and gutter at four (4) locations: 1) Broadway at Chenango (southbound), 2) Broadway at Chenango (northbound), 3) Downing at Hampden (northbound), and 4) Broadway at Floyd (southbound). Needed repairs include removing and replacing the concrete bus pad and curb and gutter, as well as necessary asphalt repairs.

RTD notified us in November, 2013 that our funding request was approved. RTD submitted a draft IGA in May, 2014 and the final draft was delivered in June. No local matching funds are required for this project. Staff believes the \$35,000 will cover all costs associated with the project.

This Agreement requires we complete the project by the December 31, 2014. Typically, Public Works discussed projects such as this with City Council at a Study Session prior to bringing forward at a regular meeting. In this case, due to the delay in receiving the Agreement from RTD, our timeframe to design, advertise, award, and construct the project (before winter) is very short. Staff desires to proceed as quickly as possible so as not to risk losing grant funding for the project.

### FINANCIAL IMPACT

The total estimated cost for the project is \$35,000. RTD will reimburse the City for the total project cost, not to exceed the \$35,000 estimate.

### LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 43  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION DISTRICT (RTD) AND THE CITY OF ENGLEWOOD ENTITLED ENGLEWOOD BUS STOP IMPROVEMENT COOPERATIVE AGREEMENT.

WHEREAS, in July 2013 RTD issued a “call for applications” for small local governments to submit funding requests to improve or repair transit facilities, i.e. repair bus pads, curb and gutter, and sidewalks adjacent to bus stops; and

WHEREAS, the City of Englewood submitted an application request for \$35,000 to repair bus pads and associated curb and gutter at four locations: 1) Broadway at Chenango (southbound), 2) Broadway at Chenango (northbound), 3) Downing at Hampden (northbound), and 4) Broadway at Floyd (southbound); and

WHEREAS, in November 2013 RTD notified the City that the funding had been approved; and

WHEREAS, the final IGA for \$35,000 was delivered to Englewood in June 2014; and

WHEREAS, the IGA requires that all work for this project be completed by December 31, 2014; and

WHEREAS, due to the short timeframe to design, advertise, award, and construct this project before winter the City desires to proceed as quickly as possible so as not to risk losing the grant funding for this project; and

WHEREAS, no federal funds will be used for this project.

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

Section 1. The City Council of the City of Englewood hereby authorizes an intergovernmental agreement entitled “Englewood Bus Stop Improvement Cooperative Agreement” attached hereto as Exhibit A.

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest said Intergovernmental Agreements on behalf of the City of Englewood.

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

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

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

---

Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

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

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Loucrishia A. Ellis

## ENGLEWOOD BUS STOP IMPROVEMENT COOPERATIVE AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of ENGLEWOOD, hereinafter referred to as "City", and the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, hereinafter referred to as "RTD."

## WITNESSETH:

WHEREAS, the City and RTD have determined a need for certain transit related improvements, defined in Section One hereof as the "Project"; and

WHEREAS, the parties hereto desire to participate in certain funding, construction, installation and maintenance duties concerning the Project as described herein; and

WHEREAS, the City is responsible for the management and control of certain property upon which the Project will be constructed, such property as shown on the attached Exhibit A;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION ONE  
THE PROJECT

The Project consists of improvements and repairs to transit stops located at Broadway @ Chenango (Southbound), Broadway @ Chenango (Northbound), Downing @ Hampden Ave. (Northbound) and S. Broadway @ Floyd Ave. (Southbound).

SECTION TWO  
RTD'S OBLIGATIONS

- A. The RTD has reviewed the estimates as provided by the City and found them to be fair and reasonable, see Exhibit A.
- B. RTD shall inspect the completed Project and prepare a punch-list of any unsatisfactory or incomplete Project work.
- C. In the year that funds have been appropriated by the RTD Board of Directors, RTD will provide funding for the cost of the Project construction in an amount not to exceed thirty five thousand Dollars (\$35,000), as its one-time cash contribution towards the Project. RTD shall remit such funds to the City within sixty (60) days of receipt of billing which may be submitted upon completion, final inspection and acceptance of the project. RTD shall not be required to fund any part of the Project for which it has given timely notice of disapproval.

SECTION THREE  
CITY OBLIGATIONS

- A. The City will provide RTD with final Project plans, specifications and estimates no later than 60 days prior to commencement of work on the Project Site.
- B. The City will construct the Project no later than December 31, 2014. Construction shall be in accordance with RTD details, specifications and CDOT standards.
- C. The City shall be responsible for all necessary permits and/or variances to build and maintain the Project. The City or its agents shall be responsible to complete the construction of the Project.
- D. The City shall require any contractor to indemnify, defend and hold RTD harmless from all third-party claims, costs or demands concerning or arising from the Project.
- E. The City or its agent or contractor must obtain the following insurances and keep them in force for the duration of the construction period, with the limits as indicated.
  - 1. General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage. If a Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - 2. Automobile Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
  - 3. Worker's Compensation and Employers Liability: Statutory Workers' Compensation limits, Employers Liability limits of \$1,000,000.00 per occurrence.

SECTION FOUR  
NOTICE OF COMPLETION

The City shall give the RTD written notice of completion of the Project upon its completion.

SECTION FIVE  
PROHIBITED INTERESTS

No officer, member, or employee of the RTD, and no members of its governing body, and no other public official or employee of the governing body of the locality or localities included within the District, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement, or the proceeds thereof.

**SECTION SIX  
INDEPENDENT CONTRACTORS**

It is expressly understood and agreed that the RTD and the City do not intend to act for or in place of the other, and do not intend to be and shall not in any respect be deemed agents of each other, but shall each be an independent entity.

**SECTION SEVEN  
NO THIRD PARTY BENEFICIARY**

Nothing herein shall be construed as giving rise to any rights or benefits to any third-party. The RTD and the City expressly disclaim any intent to create any third-party beneficiary status or rights in any person or entity not a party to this agreement.

**SECTION EIGHT  
MISCELLANEOUS**

- A. Notices - Any notice to be given hereunder shall be deemed given when sent by registered or certified mail to the addresses below:

RTD  
James A. Stadler  
Department of General Counsel  
1600 Blake Street  
Denver, CO 80202

CITY OF ENGLEWOOD  
Dave Henderson  
Deputy Public Works Director  
1000 Englewood Pkwy.  
Englewood, CO 80110

- B. Severability - Should any provision of this agreement be declared invalid by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.
- C. Equal Employment Opportunity - In connection with the performance of this Agreement, the City, or its agent, contractor or RTD shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The City or its agent, contractor and RTD shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 1 12112, the City or it's agent, contractor and RTD will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.
- D. Agreement Binding - This Agreement shall benefit and be binding upon the successors and assigns of the parties hereto.

- E. Laws to Apply - The Project shall be carried out in accordance with the laws of the State of Colorado and all applicable Federal laws & regulations.
- F. Amendment - This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.
- G. Any RTD or City financial obligation contained herein that may extend beyond the applicable party's current fiscal year as of the date of execution hereof is subject to budgeting and irrevocable appropriation by the governing body of such party, and shall be of no effect without such budgeting and appropriation.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and date first above written.

APPROVED AS TO LEGAL FORM  
FOR THE REGIONAL  
TRANSPORTATION DISTRICT

REGIONAL TRANSPORTATION DISTRICT

By: \_\_\_\_\_  
Legal Counsel

By: \_\_\_\_\_  
Phillip A. Washington  
General Manager  
Regional Transportation District

ATTEST:

CITY OF ENGLEWOOD:

By: \_\_\_\_\_  
Loucrishia A. Ellis  
City Clerk

By: \_\_\_\_\_  
Randy P. Penn  
Title: \_\_\_\_\_  
Mayor

**EXHIBIT A  
CONSTRUCTION COSTS 2013**

Description of Item	Unit	Cost Per Unit	SB Broadway at Chenango		NB Broadway at Chenango		3490 S. Downing		3315 S. Broadway	
			QUANTITY	Total Cost of Item	QUANTITY	Total Cost of Item	QUANTITY	Total Cost of Item	QUANTITY	Total Cost of Item
Remove Vertical Curb & Gutter	LF	\$7.77	45.00	\$349.65	25.00	\$194.25	49.30	\$383.06	46.50	\$361.31
Remove Walk	SF	\$1.95		\$0.00	134.60	\$262.47		\$0.00		\$0.00
Remove Curbwalk	LF	\$12.95		\$0.00		\$0.00		\$0.00		\$0.00
Remove Mono	LF	\$12.95	20.50	\$265.48	29.90	\$387.21		\$0.00		\$0.00
Remove Industrial Type B	LF	\$12.95		\$0.00		\$0.00		\$0.00		\$0.00
Remove 4' -wide V-Pan	LF	\$12.95		\$0.00		\$0.00		\$0.00		\$0.00
Remove Concrete Crossspan	SF	\$2.63	48.00	\$126.24	135.00	\$355.05		\$0.00		\$0.00
Remove Concrete Alley Paving	SF	\$2.63		\$0.00		\$0.00		\$0.00		\$0.00
Saw Concrete	LF	\$2.22	7.50	\$16.65	20.00	\$44.40	5.00	\$11.10	5.00	\$11.10
Saw Asphalt	LF	\$2.22	72.00	\$159.84	55.00	\$122.10	58.50	\$129.87	46.90	\$104.12
Remove Asphalt	SF	\$1.95	72.00	\$140.40	55.00	\$107.25	58.50	\$114.08	188.90	\$368.36
Vertical Curb & Gutter	LF	\$15.58	65.50	\$1,020.49	55.00	\$856.90	49.30	\$768.09	46.50	\$724.47
Slope Back Vertical Curb & Gutter	LF	\$17.84		\$0.00		\$0.00		\$0.00		\$0.00
4" Concrete Walk	SF	\$3.24		\$0.00	134.60	\$436.10		\$0.00		\$0.00
6" Concrete Walk	SF	\$4.80		\$0.00		\$0.00		\$0.00		\$0.00
8" Concrete Walk	SF	\$6.47		\$0.00		\$0.00		\$0.00		\$0.00
4" Curbwalk I	LF	\$20.72		\$0.00		\$0.00		\$0.00		\$0.00
6" Curbwalk I	LF	\$20.72		\$0.00		\$0.00		\$0.00		\$0.00
8" Curbwalk I	LF	\$25.90		\$0.00		\$0.00		\$0.00		\$0.00
4" Curbwalk II	LF	\$28.12		\$0.00		\$0.00		\$0.00		\$0.00
6" Curbwalk II	LF	\$28.12		\$0.00		\$0.00		\$0.00		\$0.00
8" Curbwalk II	LF	\$33.31		\$0.00		\$0.00		\$0.00		\$0.00
4" Mono	LF	\$30.23		\$0.00	29.90	\$903.88		\$0.00		\$0.00
6" Mono	LF	\$30.23		\$0.00		\$0.00		\$0.00		\$0.00
8" Mono	LF	\$35.37	20.50	\$725.09		\$0.00		\$0.00		\$0.00
Construct Industrial Type "B"	LF	\$32.39		\$0.00		\$0.00		\$0.00		\$0.00
4'-Wide V-Pan	LF	\$18.13		\$0.00		\$0.00		\$0.00		\$0.00
Curb Ramp	EA	\$595.00		\$0.00		\$0.00		\$0.00		\$0.00
Construct Crossspan	SF	\$12.00	500.00	\$6,000.00	400.00	\$4,800.00	358.00	\$4,296.00	143.00	\$1,716.00
Concrete Alley Paving	SF	\$6.47		\$0.00		\$0.00		\$0.00		\$0.00
Asphalt Patch	TONS	\$111.03	1.76	\$195.41	1.35	\$149.89	1.40	\$155.44	1.12	\$124.35
Compacted Gravel Basecourse	TONS	\$20.39		\$0.00		\$0.00		\$0.00		\$0.00
Construct Chase Section	EA	\$1,285.00		\$0.00		\$0.00		\$0.00		\$0.00
Construct Inlet	EA	\$2,364.40		\$0.00		\$0.00		\$0.00		\$0.00
Adjust Manhole	EA	\$359.80		\$0.00		\$0.00		\$0.00		\$0.00
Remove Brick Pavers	SF	\$1.95		\$0.00		\$0.00		\$0.00		\$0.00
Replacement Tree	EA	\$591.10		\$0.00		\$0.00		\$0.00		\$0.00
Rem Tree & Stumps <=12" Dia	EA	\$976.60		\$0.00		\$0.00		\$0.00		\$0.00
Rem Tree & Stumps <=24" Dia	EA	\$1,439.20		\$0.00		\$0.00		\$0.00		\$0.00
Rem Tree & Stumps <=36" Dia	EA	\$1,696.20		\$0.00		\$0.00		\$0.00		\$0.00
Rem Tree & Stumps <=48" Dia	EA	\$1,953.20		\$0.00		\$0.00		\$0.00		\$0.00
Rem Tree & Stumps >48" Dia	EA	\$1,516.32		\$0.00		\$0.00		\$0.00		\$0.00
<b>SUBTOTAL:</b>				<b>\$8,999.24</b>		<b>\$8,619.50</b>		<b>\$5,857.64</b>		<b>\$3,409.70</b>
<b>30% contingency:</b>				<b>\$2,699.77</b>		<b>\$2,585.85</b>		<b>\$1,757.29</b>		<b>\$1,022.91</b>
<b>TOTAL:</b>				<b>\$11,699.02</b>		<b>\$11,205.35</b>		<b>\$7,614.93</b>		<b>\$4,432.61</b>

**GRAND TOTAL: \$34,951.91**

## COUNCIL COMMUNICATION

<b>Date:</b> July 21, 2014	<b>Agenda Item:</b> 11 a ii	<b>Subject:</b> A Bill for an Ordinance Updating Definitions for Pawn Brokers and Secondhand Dealers and Purchasers of Valuable Articles (Title 5, Chapters 15 and 23) of the Englewood Municipal Code
<b>Initiated By:</b> Finance and Administrative Services Department		<b>Staff Source:</b> Frank Gryglewicz, Director

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council discussed changes to Pawn Broker and Purchaser of Valuable Articles license holder reporting requirements at the June 2, 2014 Study Session. Pawn Broker and Purchaser of Valuable Articles have similar report requirements so the changes in the Purchaser of Valuable Articles reporting will mirror those of Pawn Brokers. Council requested staff prepare a bill for an ordinance for consideration at an upcoming Regular Council meeting.

Council approved Council Bill 36 on first reading at the June 16, Regular Meeting and on second reading at the July 7, 2014 Regular Meeting.

Staff has determined that some additional definitions and other changes are necessary to reflect the current business environment where gift certificates (cards), electronic devices, and tools are purchased and resold.

Staff provided City Council with a memorandum (attached) dated July 2, 2014 regarding the proposed changes.

### RECOMMENDED ACTION

Staff recommends Council approve the attached bill for an ordinance adding language to Title 5, Chapter 15, Section 1 (Definitions) and Chapter 23, Section 1 (Definitions) pertaining to Pawn Brokers and Secondhand Dealers and Purchasers of Valuable Articles.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Staff often initiates changes to Englewood Municipal Code as business activity and other conditions change. Staff reviews licensing requirements at least annually to ensure Code language is current as well as licensing fees are adequate to cover additional staff time required to administer the various license issued by the Finance and Administrative Services Department.

Until recently, the buying and selling of gift cards, electronic equipment (e.g. cell phones, laptops, tablets, etc.), or tools was relatively unknown. Today, there is secondary market for gift cards, tools, and electronic

equipment. Increased demand for these items may invite criminal activity unless preventative actions are taken.

The attached bill for an ordinance updates definitions in Chapters 15 and 23 to reflect additional items (gift cards, electronic equipment, and tools) that could be purchased and resold by vendors without properly verifying the ownership of these items. The intent of these changes is to expand definitions so gift cards, tools, or electronic equipment is not resold through a license holder without documentation of the person selling property to license holder who in turn provides the Police Department with information to investigate criminal acts if necessary.

Title 5, Chapter 15, Section 1 will be amended to read:

*Secondhand Goods:* Includes any tangible personal property not sold as new and normally having been used by one or more intermediaries. Secondhand property does not include items that were sold as new and returned by the customer for exchange or refund. Secondhand property includes but is not limited to tools and electronic devices. Also, secondhand property does not include reconditioned property purchased from a wholesaler.

Title 5, Chapter 23, Section 1 will be amended to read:

*Valuable Article:* Any tangible personal property consisting, in whole or in part, of precious or semiprecious metals, precious or semiprecious stones, collector coins, and or gift certificates (as defined by CRS Title 6 Article 1 Part 722).

## **FINANCIAL IMPACT**

This change to the Code is revenue neutral.

## **LIST OF ATTACHMENTS**

Memorandum to Council dated July 2, 2014  
Proposed bill for an ordinance

## **Memorandum**

**To:** Mayor Penn and City Council  
**Thru:** Gary Sears, City Manager  
**From:** Frank Gryglewicz, Director of Finance and Administrative Services  
**Date:** July 2, 2014  
**Re:** Background Information Regarding Title 5 Chapter 15 Pawnbrokers and Secondhand Dealers and Chapter 23 Purchasers of Valuable Articles

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City Council discussed changes to Pawn Broker and Purchaser of Valuable Articles license holder reporting requirements at the June 2, 2014 Study Session. Pawn Broker and Purchaser of Valuable Articles have similar report requirements so the changes in the Purchaser of Valuable Articles reporting will mirror those of Pawn Brokers. Council requested staff prepare a bill for an ordinance for consideration at an upcoming Regular Council meeting.

Council approved Council Bill 36 on first reading at the June 16, Regular Meeting.

After reviewing the Title 5, Staff determined some additional definitions and other changes are necessary in Title 5 Chapters 15 and 23 to reflect the current business environment where gift cards, electronic devices, and tools are purchased and resold.

Staff recommends Council approve the attached bill for an ordinance adding language to Title 5, Chapter 15, Section 1 (Definitions) and Chapter 23, Section 1 (Definitions).

Staff often initiates changes to Englewood Municipal Code as business activity and other conditions change. Staff reviews licensing requirements at least annually to ensure Code language is current as well as licensing fees are adequate to cover additional staff time required to administer the various license issued by the Finance and Administrative Services Department.

Until recently, the buying and selling of gift cards, electronic equipment (e.g. cell phones, laptops, tablets, etc.), or tools was relatively unknown. Today, there is secondary market for gift cards, tools, and electronic equipment. Increased demand for these items may invite criminal activity unless preventative actions are taken.

The attached bill for an ordinance updates definitions in Chapters 15 and 23 to reflect additional items (gift cards, electronic equipment, and tools) that could be purchased and resold by vendors without properly verifying the ownership of these items. The intent of these changes is to expand definitions so gift cards, tools, or electronic equipment is not resold through a license holder without documentation of the person selling property to license holder who in turn provides the Police Department with information to investigate criminal acts if necessary.

Title 5, Chapter 15, Section 1 will be amended to read:

*Secondhand Goods:* Includes any tangible personal property not sold as new and normally having been used by one or more intermediaries. Secondhand property does not include items that were sold as new and returned by the customer for exchange or refund. Secondhand property includes but is not limited to tools and electronic devices. Also, secondhand property does not include reconditioned property purchased from a wholesaler.

Title 5, Chapter 23, Section 1 will be amended to read:

*Valuable Article:* Any tangible personal property consisting, in whole or in part, of precious or semiprecious metals or precious or semiprecious stones including collector coins, or gift certificates (as defined by CRS Title 6 Article 1 Part 722).

These changes to the Code should not impact revenues.

If Council determines more information is needed regarding the proposed changes discussed above, the Bill for Ordinance can be delayed until Council and staff has adequate time to discuss at a study session.

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 44  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AMENDING TITLE 5, CHAPTER 15, SECTION 1, ENTITLED PAWNBROKERS AND SECOND HAND DEALERS AND CHAPTER 23, SECTION 1, ENTITLED PURCHASER OF VALUABLE ARTICLES OF THE ENGLEWOOD MUNICIPAL CODE 2000.

WHEREAS, the City is authorized to license and regulate pawnbrokers and purchasers of valuable articles by 31-15-401(1)(n) and 31-15-501 et. seq. C.R.S.; and

WHEREAS, changes to the Englewood Municipal Code are made as business activity and other conditions change; and

WHEREAS, licensing requirements are reviewed annually to ensure Code language is current as well as licensing fees are adequate to cover additional staff time required to administer the various license issued by the Finance and Administrative Services Department; and

WHEREAS, until recently, the buying and selling of gift certificates/cards, electronic equipment (e.g. cell phones, laptops, tablets, etc.), or tools was relatively unknown, and the increased demand for these items may invite criminal activity unless preventative actions are taken; and

WHEREAS, updating the definitions in Chapters 15 and 23 reflect additional items (gift certificates/cards, electronic equipment, and tools) that could be purchased and resold by vendors without properly verifying the ownership of these items; and

WHEREAS, this proposed ordinance expands definitions so gift certificates/cards, tools, or electronic equipment is not resold through a license holder without documentation of the person selling property to license holder who in turn provides the Police Department with information to investigate criminal acts if necessary.

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, entitled *Pawnbrokers and Second Hand Dealers* of the Englewood Municipal Code 2000, to read as follows:

**5-15-1: Definitions.**

As used in this section, the following terms shall have the meanings indicated:

*Contract for Purchase:* A contract entered into between a pawnbroker and a customer pursuant to which money is advanced to the customer by the pawnbroker on the delivery of tangible personal property by the customer to the pawnbroker on the condition that the customer, for a fixed price and within a fixed period of time, not to exceed ninety (90) days, has the option to cancel the contract and recover from the pawnbroker the tangible personal property.

*Fixed Price:* The amount agreed upon to cancel a contract for purchase during the option period. Said fixed price shall not exceed:

(1) One-tenth (1/10) of the original price for each month, plus the original purchase price, on amounts of fifty dollars (\$50.00) or over; or

(2) One-fifth (1/5) of the original purchase price for each month, plus the original purchase price, on amounts under fifty dollars (\$50.00).

*Fixed Time:* That period of time, not to exceed ninety (90) days, as set forth in a contract for purchase, within which the customer may exercise an option to cancel the contract for purchase.

*Local Law Enforcement Agency:* Any marshal's office, police agency, or sheriff's office with jurisdiction in the locality in which the customer enters into a contract for purchase or a purchase transaction.

*Option:* The fixed time and the fixed price agreed upon by the customer and the pawnbroker in which a contract for purchase may be, but does not have to be, rescinded by the customer.

*Pawnbroker:* A person regularly engaged in the business of making contracts for purchase or purchase transactions in the course of business. This section shall not apply to secondhand dealers unless specifically adopted by another section.

*Person:* Any individual, firm, partnership, association, corporation, company, organization, group or entity of any kind.

*Police Department:* The Department of Police for the City of Englewood.

*Purchase Transaction:* The purchase by a pawnbroker in the course of business or tangible personal property for resale, other than newly manufactured tangible personal property which has not previously been sold at retail, when such purchase does not constitute a contract for purchase.

*Secondhand Goods:* Includes any tangible personal property not sold as new and normally having been used by one or more intermediaries. Secondhand property does not include items that were sold as new and returned by the customer for exchange or refund. Secondhand property includes but is not limited to tools and electronic devices. Also, secondhand property does not include reconditioned property purchased from a wholesaler.

*Secondhand Dealer:* A person engaged in the business of buying and selling or reselling secondhand goods.

*Tangible Personal Property:* All personal property other than a choses in action, securities, or printed evidences of indebtedness, which property is deposited with or otherwise actually delivered into the possession of a pawnbroker in the course of business in connection with a contract for purchase or purchase transaction.

Section 2. 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 including~~ precious ~~metals~~ or semiprecious metals, precious or semiprecious stones, including collector coins, and gift certificates/cards (as defined by C.R.S. Title 6, Article 1, Part 722).

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

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

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

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

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

Introduced, read in full, and passed on first reading on the 21<sup>st</sup> day of July, 2014.

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

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

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

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

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Loucrishia A. Ellis

## COUNCIL COMMUNICATION

<b>Date:</b> July 21, 2014	<b>Agenda Item:</b> 11 a iii	<b>Subject:</b> Amendments to Title 16: Small Lot Development Standards
<b>Initiated By:</b> Community Development Department		<b>Staff Source:</b> Brook Bell, Planner II

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

There has been no previous Council action concerning this matter.

### PREVIOUS PLANNING COMMISSION ACTION

The Planning and Zoning Commission conducted a public hearing on November 19, 2013, to consider the proposed amendments to Title 16: Unified Development Code. No members of the public were present to provide testimony. Following discussion, the Commission voted 7 to 0 to forward a favorable recommendation to City Council to approve proposed amendments to Title 16: Small Lot Development Standards.

Following the Planning and Zoning Commission public hearing, staff worked with the City Attorney's Office to prepare the Bill for an Ordinance to be presented for consideration by City Council at 1st Reading. During preparation of the Bill for an Ordinance the City Attorney indicated that the proposed amendments required some additional review criteria and supplementary language regarding appeals.

The proposed amendments were revised and brought back to the Planning and Zoning Commission at a study session. A second public hearing on the revised amendments was conducted on March 4, 2014 and continued until March 18, 2014, when the Commission voted 8 to 0 to forward a favorable recommendation to City Council to approve proposed amendments to Title 16: Small Lot Development Standards as presented in the attached Bill for an Ordinance.

### RECOMMENDED ACTION

Recommendation from the Community Development Department to adopt a Bill for an Ordinance authorizing amendments to Title 16: Unified Development Code regarding small lot development standards on First Reading and to set August 4, 2014 as the date for Public Hearing to consider testimony on the proposed amendments.

## BACKGROUND

Since the UDC was adopted in 2004, it has become apparent that a number of smaller residential properties are not regulated in terms of Development Standards and associated Dimensional Requirements. Any lot not meeting the minimal dimensional standards is treated as a non-conforming lot. Council was made aware of a few instances over the past 2-3 years where an owner purportedly couldn't sell or refinance a house because of the non-conforming lot status. This package of code amendments is intended to address this concern for a vast majority of non-conforming lots in the City.

These lots are non-conforming because they do not meet the requirements for "small lots". The UDC defines a "small lot" as: "A legal lot of record existing on the effective date of this Title (February 23, 2004) where the lot width or lot area is less than the minimum standard for a one-unit dwelling in the zone district in which the lot is located."

While the UDC has Dimensional Requirements for "small lots", it does not have requirements for properties that are smaller than the "small lots" described in UDC Table 16-6-1.1. From this point forward, these smaller lots will be referred to as "Urban Lots". Currently, the following properties are not effectively regulated:

- In R-1-A and R-1-B Zone Districts: Properties with lot width greater than or equal to 25', but less than 50'; and with lot area greater than or equal to 3,000 sf, but less than 6,000 sf. (+/- 13 Total in the City)
- In R-1-C Zone Districts: Properties with lot width greater than or equal to 25', but less than 37'; and with lot area greater than or equal to 3,000 sf, but less than 4,500 sf. (+/- 40 Total in the City)
- In R-2 or R-3 Zone Districts: Properties with lot width greater than or equal to 25', but less than 40'; and with lot area greater than or equal 3,000 sf, but less than 4,000 sf. (+/- 176 Total in the City)
- In Medical Zone Districts: Properties with lot width greater than or equal to 25', but less than 40'; and with lot area greater than or equal 3,000 sf, but less than 4,000 sf. (+/- 1 Total in the City)
- In Residential and Medical Zone Districts: Properties with lot width of less than 25'; and with lot area less than 3,000 sf. (+/- 45 Total in the City)

These properties do not fit the "small lot" criteria and no minimum setback, maximum height, or maximum lot coverage requirements are established in the UDC. There are approximately 275 of these properties within the City.

## ANALYSIS

If the owner of a property that is smaller than the "small lot" standards proposes an addition, improvements, or development on their property they currently have two options:

1. Apply for a Variance through the Board of Adjustment and Appeals (BOAA) to establish dimensional requirements for minimum setbacks, maximum lot coverage, etc. for the individual lot. This option is time consuming, requires an application fee, and has no assurance of being approved. The uncertainty of approval can cloud the sale and development of a property. Over time, the BOAA could have as many as 275 of these Variance requests.

It should also be noted that the BOAA does not have the authority to consider a variance application if it involves a nonconforming vacant lot because of the following provision in UDC Section 16-2-16:A.5., "The Board shall not consider a Zoning Variance application to allow additional dwelling units in residential districts above the maximum number permitted by zone district standards for lot area and lot width."

2. If the lot is vacant then the following provision in the UDC may be utilized:

**16-9-4: - Nonconforming Lots.**

**A. Nonconforming Vacant Lot.**

1. A nonconforming vacant lot may be used only for a use permitted in the zone district in which the lot is located. The City Manager or designee may waive minimum open space, parking lot area, setback, or lot width requirements for any nonconforming lot if he/she finds that:
  - a. The lot cannot otherwise be used for any purpose permitted within the zone district applicable to the property; and
  - b. The waiver, if granted, is necessary to afford relief with the least modification possible of the development or dimensional standards otherwise applicable to the property.
2. Any appeal from the City Manager or designee's decision shall be to the Board.
3. No nonconforming lot shall be further subdivided or shall have its boundaries altered in any manner that would compound, expand, or extend the nonconforming characteristic(s) of the lot.

Though this provision may be utilized to develop the dimensional requirements, it lacks certainty, could be viewed as arbitrary, and only applies to vacant or soon to be vacant properties. The nonconforming status of the lot creates uncertainty for lenders, who are then reluctant to lend on a property where the entitlements are vague or unknown.

**PROPOSED AMENDMENTS**

In order to effectively regulate these smaller residential lots, and to provide greater certainty for property owners, staff is proposing UDC amendments that are summarized below. A more detailed copy of the proposed edits to the UDC follows the amendment summaries below in the attached Bill for an Ordinance.

- UDC Table 16-2-2.1: Summary of Development Review and Decision-Making Procedures has been amended to add a procedure for development proposals involving nonconforming lots. Review of the development proposal is by staff, decision making is by the Planning and Zoning Commission, and any appeal is to City Council.
- UDC Table 16-6-1.1: Summary of Dimensional Requirements for Principal Structures has been amended to add a row for Urban Lots to each residential zone district in Table 16-6-1.1. Corresponding notes to the table [6] and [7] make a distinction between Urban Lots with an existing dwelling unit, Vacant Urban Lots, and Lots with less than 3,000 sq. ft. of Lot Area or less than 25 ft. of Lot Width. Urban Lots that do not, or did not contain a one-unit dwelling that existed on February 23, 2004 are required to follow the same process as Nonconforming Vacant Lots as outlined in Section 16-9-4.

- UDC Table 16-6-1.1a: Summary of Dimensional Requirements for Principal Structures Located within the Medical Zone Districts has been amended to add a row for Urban Lots. Corresponding notes to the table [6] and [7] make a distinction between the different types of Urban Lots.
- UDC Tables 16-6-1.1 and 16-6-1.1a: have been amended to increase the maximum lot coverage percentage for a one-unit dwelling on a small lot. The increase raises the maximum lot coverage from 35% to 40%. This change applies to all residential and medical zone districts except for R-1-A and R-1-B which already have a maximum lot coverage of 40%. This change uses the logic that a small lot already has greater space constraints than a standard lot, and therefore should not have a lower maximum lot coverage percentage.
- UDC Table 16-6-1.1: has been amended to decrease the front setback for a one-unit dwelling on a small lot in the MU-R-3-B from 25' to 15'. Staff believes the current figure of 25' is a typographical error.
- UDC Section 16-9-4: Nonconforming Lots has been amended to create a process for establishing dimensional requirements for Vacant Urban Lots, and Lots with less than 3,000 sq. ft. of Lot Area or less than 25 ft. of Lot Width. The review process and criteria for nonconforming lots has also been amended to shift the decision-making authority from the City Manager or designee to the Planning and Zoning Commission. Including the Planning and Zoning Commission in the decision-making process ensures a public hearing with due process and appropriate public notice.
- UDC Section 16-11-2.B, Definitions of Words, Terms, and Phrases has been amended to provide a definition for an Urban Lot.

## SUMMARY

The proposed amendments to the small lot development standards will accomplish the following three objectives.

1. The proposed amendments will effectively regulate smaller residential lots (defined as "Urban Lots") that contain or contained a one-unit dwelling existing on or before February 23, 2004, and have 25 ft. or more of Lot Width, and 3000 sq. ft. or more of Lot Area. These Urban Lots will no longer be considered nonconforming and will have appropriate development standards codified in the UDC. This will provide approximately 214 residential properties with a high degree of certainty for the purposes of appraisal, sale, additions, redevelopment, etc.
2. The proposed amendments will establish a new process for the possible development of Vacant Urban Lots that legally existed on or before February 23, 2004, and have 25 ft. or more of Lot Width, and 3000 sq. ft. or more of Lot Area. Development of these Vacant Urban Lots would be possible if approved by the Planning and Zoning Commission at a public hearing. Any appeals to the Planning and Zoning Commission's decision would be to City Council. There are approximately 15 properties in this category.
3. The proposed amendments will establish a process for regulating Urban Lots with less than 25 ft. of Lot Width or less than 3,000 sq. ft. of Lot Area. These lots might be vacant or could have an existing dwelling unit on the property. Additions, redevelopment, or development of these properties would be possible if approved by the Planning and Zoning Commission at a public hearing. Any appeals to the Planning and Zoning Commission's decision would be to City Council. There are approximately 45

properties in this category, although 31 of the properties are unlikely to see any redevelopment activity since they are attached townhomes.

The maximum number of all Urban Lots that could potentially come before the Planning and Zoning Commission is approximately 29; however, it is unlikely that it would ever approach this figure as the majority of these properties are remainder parcels associated with a larger developed parcel.

## **FINANCIAL IMPACT**

No financial impacts are anticipated from the adoption of the proposed amendments.

## **LIST OF ATTACHMENTS**

Planning and Zoning Commission Staff Report – March 4, 2014  
Planning and Zoning Commission Staff Report – November 19, 2013  
Planning and Zoning Commission Minutes – February 4, 2014  
Planning and Zoning Commission Minutes – March 4, 2014  
Planning and Zoning Commission Minutes – March 18, 2014  
Planning and Zoning Commission Findings of Fact Amended – March 18, 2014  
Bill for an Ordinance



C I T Y O F E N G L E W O O D  
C O M M U N I T Y D E V E L O P M E N T

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**TO:** Planning and Zoning Commission  
**THRU:** Alan White, Community Development Director ✓  
Chris Neubecker, Senior Planner ✓  
**FROM:** Brook Bell, Planner II ✓  
**DATE:** March 4, 2014  
**SUBJECT:** Case # 2013-02: Amendments to Small Lot Development Standards

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**RECOMMENDATION:**

Community Development Department requests that the Planning and Zoning Commission review, take public testimony, and forward to City Council a recommendation for adoption of Unified Development Code (UDC) amendments regarding small lot development standards.

**BACKGROUND:**

On November 19, 2013 the Planning and Zoning Commission conducted a public hearing on proposed Unified Development Code (UDC) amendments regarding small lot development standards. Following discussion, the Commission voted 7 to 0 to forward to a favorable recommendation to City Council to approve proposed amendments to Title 16: Small Lot Development Standards.

Following the Planning and Zoning Commission public hearing, staff worked with the City Attorney's Office to prepare the Bill for an Ordinance to be presented for consideration by City Council at 1st Reading. During preparation of the Bill for an Ordinance the City Attorney indicated that the review criteria for the Planning and Zoning Commission's consideration of nonconforming lots was insufficient and required supplementary language.

In addition to calling for supplementary review criteria for nonconforming lots, the City Attorney recommended that Planning and Zoning Commission decisions on nonconforming lots be final, and that any appeals to a decision be directed to a court of record having jurisdiction rather than City Council.

During a study session on February 4, 2014, the supplementary review criteria and revised appeal process were reviewed by the Planning and Zoning Commission. There was discussion about the remedy for appeals and whether or not the appeal would go through City Council, Board of Adjustments or District Court. The consensus of the Commission was that the proposed changes were acceptable as written, which would require appeals of decisions on nonconforming lots to be brought to a court of record. The Commission

recommended that staff bring the revised code in its current form to the Public Hearing and if the Commissioners wish to change it, they may make a motion at the hearing so that a formal vote and record can be made.

**PROPOSED CHANGES TO 16-9-4: NONCONFORMING LOTS:**

The text on the following page shows the proposed changes to section 16-9-4: Nonconforming Lots including changes since the November 19, 2013 Planning and Zoning Commission public hearing. The recent changes include additional review criteria for nonconforming lots, and revisions to the language regarding appeals. Following this report, Exhibit A contains the full text of the proposed amendments to Title 16: Small Lot Development Standards as presented at the public hearing on November 19, 2013 with the additional review criteria for nonconforming lots, and revisions to the language regarding appeals included.

**16-9-4: - Nonconforming Lots.**

A. Nonconforming ~~Vacant~~ Lot.

1. A nonconforming ~~vacant~~ lot may be used only for a use permitted in the zone district in which the lot is located. ~~The City Manager or designee~~ Planning and Zoning Commission may waive or modify ~~minimum open space lot coverage, parking lot area, bulk plane, height, setback, or lot width, or other~~ requirements for any nonconforming lot if ~~he/she~~ it finds that the proposed development meets the criteria listed below:
  - a. The lot cannot otherwise be used for any purpose permitted within the zone district applicable to the property; and
  - b. The waiver or modification, if granted, is necessary to afford relief with the least modification possible of the development or dimensional standards otherwise applicable to the property; and
  - c. The proposed development is consistent with the spirit and intent of the Comprehensive Plan; and
  - d. The lot coverage, bulk plane, height, setbacks, and massing of the proposed development will not vary substantially from the surrounding properties or alter the essential character of the neighborhood; and
  - e. The proposed development is compatible with the established development patterns and intent of the zone district.
2. ~~Any appeal from the City Manager or designee's decision shall be to the Board. The Planning and Zoning Commission's decision on any development of a nonconforming lot shall be made at a public hearing that has been published and posted as required in section 16-2-3:G. of this Title.~~
- ~~3.~~ 3. Any appeal from the ~~City Manager or designee's~~ Planning and Zoning Commission's decision shall be ~~to the Board~~ by appropriate legal action to a court of record having jurisdiction. Such appeal shall be filed no more than thirty (30) days from the date of the Planning and Zoning Commission's final decision.
- ~~3.~~ 4. No nonconforming lot shall be further subdivided or shall have its boundaries altered in any manner that would compound, expand, or extend the nonconforming characteristic(s) of the lot.

**SUMMARY:**

The proposed changes will provide the Planning and Zoning Commission with additional criteria to consider when making decisions and in preparing findings of fact on non-conforming lots. The proposed change to make Planning and Zoning Commission decisions on nonconforming lots final, and to direct appeals to a court of record, allows City Council more time to focus on citywide matters rather than specific decisions on individual properties.

**EXHIBITS:**

- Exhibit A – Proposed Amendments to Title 16 as presented on November 19, 2013 (with review criteria, and revisions to the appeal language added).
- Planning and Zoning Commission Minutes – February 4, 2014
- Planning and Zoning Commission Public Hearing Staff Report – November 19, 2013
- Planning and Zoning Commission Minutes – November 19, 2013
- Planning and Zoning Commission Findings of Fact - Case No. 2013-02



CITY OF ENGLEWOOD  
COMMUNITY DEVELOPMENT

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**TO:** Planning and Zoning Commission  
**THRU:** Alan White, Community Development Director  
Chris Neubecker, Senior Planner  
**FROM:** Brook Bell, Planner II ✓  
**DATE:** November 19, 2013  
**SUBJECT:** Case # 2013-02: Amendments to Small Lot Development Standards

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**RECOMMENDATION:**

Community Development Department requests that the Planning and Zoning Commission review, take public testimony, and forward to City Council a recommendation for adoption of Unified Development Code (UDC) amendments regarding small lot development standards.

**BACKGROUND:**

Since the UDC was adopted in 2004, it has become apparent that a number of smaller residential properties are not regulated in terms of Development Standards and associated Dimensional Requirements. The UDC defines a "small lot" as: "A legal lot of record existing on the effective date of this Title (February 23, 2004) where the lot width or lot area is less than the minimum standard for a one-unit dwelling in the zone district in which the lot is located."

While the UDC has Dimensional Requirements for "small lots", it does not have requirements for properties that are smaller than the "small lots" described in UDC Table 16-6-1.1. From this point forward, these smaller lots will be referred to as "Urban Lots". Currently, the following properties are not effectively regulated:

- In R-1-A and R-1-B Zone Districts: Properties with lot width greater than or equal to 25', but less than 50'; and with lot area greater than or equal to 3,000 sf, but less than 6,000 sf. (+/- 13 Total in the City)
- In R-1-C Zone Districts: Properties with lot width greater than or equal to 25', but less than 37'; and with lot area greater than or equal to 3,000 sf, but less than 4,500 sf. (+/- 40 Total in the City)

- In R-2 or R-3 Zone Districts: Properties with lot width greater than or equal to 25', but less than 40'; and with lot area greater than or equal 3,000 sf, but less than 4,000 sf. (+/- 176 Total in the City)
- In Medical Zone Districts: Properties with lot width greater than or equal to 25', but less than 40'; and with lot area greater than or equal 3,000 sf, but less than 4,000 sf. (+/- 1 Total in the City)
- In Residential and Medical Zone Districts: Properties with lot width of less than 25'; and with lot area less than 3,000 sf. (+/- 45 Total in the City)

These properties do not fit the “small lot” criteria and do not have any minimum setback, maximum height, or maximum lot coverage requirements. There are approximately 275 of these properties within the City.

**ANALYSIS:**

If the owner of a property that is smaller than the “small lot” standards proposes an addition, improvements, or development on their property they currently have two options:

1. Apply for a Variance through the Board of Adjustment and Appeals (BOAA) to establish dimensional requirements for minimum setbacks, maximum lot coverage, etc. for the individual lot. This option is time consuming, requires an application fee, and has no assurance of being approved. The uncertainty of approval can cloud the sale and development of a property. Over time, the BOAA could have as many as 275 of these Variance requests.

It should also be noted that the BOAA does not have the authority to consider a variance application if it involves a nonconforming vacant lot because of the following provision in UDC Section 16-2-16:A.5., “The Board shall not consider a Zoning Variance application to allow additional dwelling units in residential districts above the maximum number permitted by zone district standards for lot area and lot width.”

2. If the lot is vacant then the following provision in the UDC may be utilized:

**16-9-4: - Nonconforming Lots.**

**A. Nonconforming Vacant Lot.**

1. A nonconforming vacant lot may be used only for a use permitted in the zone district in which the lot is located. The City Manager or designee may waive minimum open space, parking lot area, setback, or lot width requirements for any nonconforming lot if he/she finds that:
  - a. The lot cannot otherwise be used for any purpose permitted within the zone district applicable to the property; and
  - b. The waiver, if granted, is necessary to afford relief with the least modification possible of the development or dimensional standards otherwise applicable to the property.

2. Any appeal from the City Manager or designee's decision shall be to the Board.
3. No nonconforming lot shall be further subdivided or shall have its boundaries altered in any manner that would compound, expand, or extend the nonconforming characteristic(s) of the lot.

Though this provision may be utilized to develop the dimensional requirements, it lacks certainty, could be viewed as arbitrary, and only applies to vacant or soon to be vacant properties. The nonconforming status of the lot creates uncertainty for lenders, who are then reluctant to lend on a property where the entitlements are vague or unknown.

### **PROPOSED AMENDMENTS:**

In order to effectively regulate these smaller residential lots, and to provide greater certainty for property owners, staff is proposing UDC amendments that are summarized below. A detailed copy of the proposed edits to the UDC follows the amendment summaries as attachment A.

- UDC Table 16-2-2.1: Summary of Development Review and Decision-Making Procedures has been amended to add a procedure for development proposals involving nonconforming lots. Review of the development proposal is by staff, decision making is by the Planning and Zoning Commission, and any appeal is to City Council.
- UDC Table 16-6-1.1: Summary of Dimensional Requirements for Principal Structures has been amended to add a row for Urban Lots to each residential zone district in Table 16-6-1.1. Corresponding notes to the table [6] and [7] make a distinction between Urban Lots with an existing dwelling unit, Vacant Urban Lots, and Lots with less than 3,000 sq. ft. of Lot Area or less than 25 ft. of Lot Width. Urban lots that do not, or did not contain a one-unit dwelling that existed on February 23, 2004 are required to follow the same process as Nonconforming Vacant Lots as outlined in Section 16-9-4.
- UDC Table 16-6-1.1a: Summary of Dimensional Requirements for Principal Structures Located within the Medical Zone Districts has been amended to add a row for Urban Lots. Corresponding notes to the table [6] and [7] make a distinction between the different types of Urban Lots.
- UDC Tables 16-6-1.1 and 16-6-1.1a: have been amended to increase the maximum lot coverage percentage for a one-unit dwelling on a small lot. The increase raises the maximum lot coverage from 35% to 40%. This change applies to all residential and medical zone districts except for R-1-A and R-1-B which already have a maximum lot coverage of 40%. This change uses the logic that a small lot already has greater space constraints than a standard lot, and therefore it should not have a lower maximum lot coverage percentage.
- UDC Table 16-6-1.1: has been amended to decrease the front setback for a one-unit dwelling on a small lot in the MU-R-3-B from 25' to 15'. Staff believes the current figure of 25' is a typographical error.

- UDC Section 16-9-4: Nonconforming Lots has been amended to create a process for establishing dimensional requirements for Vacant Urban Lots, and Lots with less than 3,000 sq. ft. of Lot Area or less than 25 ft. of Lot Width. The review process for nonconforming lots has also been amended to shift the decision-making authority from the City Manager or designee to the Planning and Zoning Commission. Including the Planning and Zoning Commission in the decision-making process ensures a public hearing with due process and appropriate public notice.
- UDC Section 16-11-2.B, Definitions of Words, Terms, and Phrases has been amended to provide a definition for an Urban Lot.

**SUMMARY:**

The proposed amendments to the small lot development standards will accomplish the following three objectives.

1. The proposed amendments will effectively regulate smaller residential lots (hereafter called "Urban Lots") that contain or contained a one-unit dwelling existing on or before February 23, 2004, and have 25 ft. or more of Lot Width, and 3000 sq. ft. or more of Lot Area. These Urban Lots will no longer be considered nonconforming and will have appropriate development standards codified in the UDC. This will provide approximately 214 residential properties with a high degree of certainty for the purposes of appraisal, sale, additions, redevelopment, etc.
2. The proposed amendments will establish a process for the possible development of Vacant Urban Lots that legally existed on or before February 23, 2004, and have 25 ft. or more of Lot Width, and 3000 sq. ft. or more of Lot Area. Development of these Vacant Urban Lots could be possible if approved by the Planning and Zoning Commission at a public hearing. Any appeals to the Planning and Zoning Commission's decision would be to City Council. There are approximately 15 properties in this category.
3. The proposed amendments will establish a process for regulating Urban Lots with less than 25 ft. of Lot Width or less than 3,000 sq. ft. of Lot Area. These lots might be vacant or could have an existing dwelling unit on the property. Additions, redevelopment, or development of these properties would be possible if approved by the Planning and Zoning Commission at a public hearing. Any appeals to the Planning and Zoning Commission's decision would be to City Council. There are approximately 45 properties in this category although 31 of the properties are unlikely to see any redevelopment activity since they are attached townhomes.

The maximum number of all Urban Lots that could potentially come before the Planning and Zoning Commission is approximately 29; however, it is unlikely that it would ever approach this figure as the majority of these properties are remainder parcels associated with a larger developed parcel.

**ATTACHMENTS:**

Attachment A – Proposed Amendments to Title 16  
Nonconforming Lot Exhibits (5)

**CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION  
REGULAR MEETING  
Community Development Conference Room  
February 4, 2014**

**I. CALL TO ORDER**

The regular meeting of the City Planning and Zoning Commission was called to order at 7:00 p.m. in the Community Development Conference Room of the Englewood Civic Center, Vice Chair Fish presiding.

Present: Roth, King, Knoth (7:10), Kinton, Townley (7:10), Fish, King, Freemire, Madrid (Alternate)

Absent: Brick (Excused), Bleile (Unexcused)

Staff: Alan White, Director, Community Development  
Chris Neubecker, Senior Planner  
Brook Bell, Planner II  
John Voboril, Planner II  
Nancy Reid, Assistant City Attorney



**II. APPROVAL OF MINUTES**

· January 22, 2013

King moved;

Kinton seconded: TO APPROVE THE JANUARY 22, 2014 MINUTES

Vice Chair Fish asked if there were any modifications or corrections, there were none.

AYES: Fish, King, Kinton, Roth, Knoth, Townley

NAYS: None

ABSTAIN: Freemire

ABSENT: Brick, Bleile

Motion carried.



Commissioners and Staff introduced themselves to Patrick Madrid, newly appointed Alternate to the Commission



### **III. STUDY SESSION**

#### **Case 2013-02 Small Lot Development Standards UDC 16-9-4**

Brook Bell, Planner II, reviewed history of the topic of Small Lot Development Standards and explained the process of changing zoning text and executing amendments. He explained the appeal process for citizens that do not agree with the code once it is amended.

Additional approval criteria and revised language were included in the Staff memo. There was discussion about the remedy for appeals and whether or not the appeal would go through City Council, Board of Adjustments or District Court.

Consensus of the Commission was that the proposed changes are acceptable as written, which would require appeals of decisions on nonconforming lots to be brought to a court of record. Staff will bring the revised code in its current form to the Public Hearing and if the Commissioners wish to change it, they may make a motion at the hearing so that a formal vote and record can be made. The tentative Public Hearing date is March 4, 2014. Members of the Commission were encouraged to submit their opinion to be included in the next meeting packet.



#### **Light Rail Corridor Zoning Reform Discussion**

John Voboril, Planner II, presented options and ideas for encouraging development in the vicinity of the Oxford Light Rail Station. One possibility would be to establish a TSA overlay district that would be applied to the industrial areas to facilitate non-industrial and multi-family development in the future.

The presentation included findings and suggestions on the following topics:

- Establishing Boundaries for Oxford Station TSA Overlay
  - Proposed boundary would extend south to Layton
- Setbacks
  - Proposed front setbacks are 0-10 to create an urban environment conducive to pedestrian traffic.
- Minimum Lot Size
  - Consistent with current code; no new lots would be created that are less than the current minimum.
- Minimum Linear Street Frontage
  - 75% of the main street and 25% of the side street. Landscaping could be substituted between the right of way or sidewalk in lieu of the structure to maintain a linear form along the street frontage.
- Zone of Transparency▶
  - Establish minimum requirements for building transparency. Alternatives to windows should be considered for retail businesses. Design could be addressed in light of specific business needs.
- Required Front Street Entrance
  - Would establish business presence; side and rear doors would be permitted. Ideally parking would be located in the rear of the building.
- Building Height▶
  - Currently there are no height restrictions in industrial zones. It was generally agreed that a five or six story building approximately 75 in height would be an acceptable maximum.
- Residential Parking▶
  - Because the area is designated to be transit oriented, the assumption is that there would be fewer parking spaces required due to fewer vehicles.

Due to time restraints, the presentation will be continued at a later date to discuss the following:

- Commercial Parking
- Design Guidelines/Standards
- Street Network



#### IV. PUBLIC FORUM

No members of the public were in attendance.



#### V. ATTORNEYS CHOICE

Ms. Reid distributed suggestions regarding proposed changes to UDC 16-9-3 Non-Conforming Structures as she will not be attending the Public Hearing February 20th. Discussion ensued regarding procedures for Staff and the Commission when presenting proposed changes to City Council to increase efficiency in the process.



#### VI. STAFFS CHOICE

Director White stated that there will be a second Public Hearing regarding Home Occupations at City Council on February 18, 2014. City Council has several changes to the proposed amendment regarding uses in R-1-A.



Director White shared an article in Commissioners Journal that contained information regarding code changes that he feels would be helpful to the Commissioners. This article will be forwarded to the Commissioners.

The next meeting of the Planning and Zoning Commission will be the Public Hearing scheduled for Thursday February 20, 2014 and the topics will be Zoning Site Plan Review and Non-Conforming Structures.



#### VII. COMMISSIONERS CHOICE

Vice Chair Fish welcomed new voting member of the Commission, Michael Freemire.

Chris Neubecker informed the Commission of a meeting regarding safe routes to school and offered to share the invitation and information with the Commissioners.

The meeting adjourned at 9:20 p.m.

/s/Julie Bailey  
Recording Secretary

**CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION  
REGULAR MEETING  
City Council Chambers – Englewood Civic Center  
March 4, 2014**



**I. CALL TO ORDER**

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

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

Absent: Bleile (Excused)

Staff: Alan White, Director, Community Development  
Chris Neubecker, Senior Planner  
Brook Bell, Planner II  
John Voboril, Planner II  
Nancy Reid, Assistant City Attorney



**II. APPROVAL OF MINUTES  
February 20, 2014**

Knoth moved;

Roth seconded: TO APPROVE THE FEBRUARY 20, 2014 MINUTES

Chair Fish asked if there were any modifications or corrections. Mr. Freemire requested that the minutes be modified to reflect City Attorney Brotzman's statement that he would supply the Commission with legal definitions of substantive burden and undue burden.

AYES: Brick, Freemire, Kinton, Knoth, Roth, Townley, Chair Fish

NAYS: None

ABSTAIN: King

ABSENT: Bleile

Motion carried.



**III. PUBLIC HEARING CASE #2013-02 AMENDMENTS TO SMALL LOT DEVELOPMENT STANDARDS**

Knoth Moved;

Freemire Seconded: TO OPEN PUBLIC HEARING FOR CASE #2013-02 AMENDMENTS TO SMALL LOT DEVELOPMENT STANDARDS

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



Assistant City Attorney Reid advised the Commission that her office was asked to provide a memo on substantive due process regarding appeals and Small Lot Development Standards, but the memo has not yet been prepared. She suggested that the Commission may want to continue the hearing until the information has been provided to them. Chair Fish stated that the Commission chooses to continue the hearing with the Staff presentation.



Brook Bell, Planner II was sworn in. A Staff report has been submitted and the Public Hearing was posted in the Englewood Herald and the City of Englewood website. The history of the case was reviewed. Following the initial Public Hearing on November 19, 2013, Staff worked with the City Attorney's office to prepare a bill for ordinance for Council consideration at first reading. The City Attorney's office advised staff that the review criteria for consideration was insufficient and required additional language. It was also recommended that Planning and Zoning Commission's decisions on non-conforming Small Lots should be final and that any appeals to the decision should be directed to the court of record. At the study session February 4, 2014, the supplemental and revised appeal process was reviewed by the Commission. The consensus of the Commission was that the proposed changes were acceptable as written. Appeals of decisions regarding non-conforming lots would be brought to the court of record.

The additions to the review criteria are outlined in the Staff Report for 16-9-4: Nonconforming Lots.

Mr. Knoth expressed that there is confusion between the appeals process for Non-Conforming Structures, for which appeals are directed to the Board of Adjustments and Appeals and Nonconforming Lots, which appeals are directed to the court. Mr. Bell deferred to Director White.



Alan White, Community Development Director, was sworn in. Director White stated that the difference is that the decisions for Nonconforming Structures is an administrative or Staff decision and under the UDC any appeals of administrative decisions go to the Board of Adjustments and Appeals. The decision of the Planning and Zoning Commission, as this issue has been drafted, would be appealed through court.

Mr. Knoth asked why the decisions for nonconforming lots could not go through the BOAA rather than the court. Director White responded that there is another provision in the code that states that appeals to Commission decisions go to City Council; however this proposed amendment preempts that procedure with the court requirement.

Mr. Bell added that the BOAA is prohibited from reviewing cases that would result in an additional residence being added on a lot where there was not sufficient lot width or lot area. A decision by City Council or the court would be the best way to resolve an appeal on a nonconforming lot.

Chair Fish asked if it is a legal requirement for the appeals to go to court. Mr. Bell referred to the UDC regulation concerning variances to the zoning code that states "The Board shall not consider a Zoning Variance Application to allow additional dwelling units in residential districts above the maximum number permitted by zone district standards for lot area and lot width." The cases that the Commission would be reviewing do not meet the standard lot area and lot width.



Mr. Freemire asked for clarification of the reference to the "Board"; Mr. Bell stated that he was referring to the Board of Adjustments and Appeals. The BOAA cannot make a determination relative to the number of residences on a particular parcel. There are other zoning variances that they cannot rule on as well. Mr. Freemire asked if there is anything in the code stating that the Planning and Zoning Commission are under the same obligation and restriction and/or freedom that the BOAA has. Mr. Bell replied that the Planning and Zoning Commission can hear appeals to subdivisions, interpretations and conditional use cases. (Staff Clarification: The UDC specifies that the Planning and Zoning Commission is the appeal body for Administrative Land Review Permits, Limited Use Permits, Minor Subdivisions, Temporary Use Permits, Unlisted Use Classifications, and Zoning Site Plans. The Planning and Zoning Commission is the decision-making body for Title Interpretations, Conditional Use Permits, and Landmark Sign cases.)



Mr. Freemire asked if there is any other provision in the code that states that if an applicant is not satisfied with the determination of the Planning and Zoning Commission's decision that they should go to court and there is not an opportunity to go to an elected official.



Mr. Bell responded that there is a provision in the appeals section 16-2-18; there are appeals to administrative decisions they go to the BOAA, and if they wish to appeal the decision of the BOAA further, they may then go to district court.



Appeals to the Commission will go to City Council unless this title specifies that the appeal shall be to another party. Further appeals from the Board or Council would go the court of record.



Mr. Freemire asked if there is a provision in the code for appeals from the Commission to be sent to court without the opportunity to appeal to an elected official. Mr. Bell replied that there is not. Mr. Freemire asked why Staff would recommend that this particular item would not be given the opportunity to be vetted in a Council setting with elected officials for due process and equal treatment under the law. He questioned the motivation for the recommendation and Mr. Bell deferred to the City Attorney's office.



Staff recommendation in the first draft of the amendment and the first Public Hearing was to direct appeals to City Council. Mr. Freemire asked if the current draft of the amendment

represents what was recommended by the City Attorney's office, Mr. Bell responded yes. Mr. Freemire asked if there was any other influence and Mr. Bell responded no.



Mr. Knoth asked if it was true that BOAA cannot rule on cases where density would be increased on a site. Mr. Bell responded that is correct. Mr. Knoth asked if the issue of nonconforming buildings refers to more density than code allows, Director White responded that situations where zoning may have changed and the lot area per unit was increased thereby lowering the density were grandfathered to the existing density. It is not a BOAA decision but will be allowable should City Council adopt the ordinance. It would not be an appeal to BOAA for a density issued. Should an applicant disagree with an administrative decision, the appeal would go to BOAA.



Ms. Townley asked if an applicant would provide a site plan for a nonconforming lot, Mr. Bell responded yes. The applicant would provide a site plan and it would be reviewed internally not only by the Community Development Department but also by six other departments in order to incorporate those comments into the Staff Report. The Planning and Zoning Commission would receive the Staff report just as they would a PUD and a Public Hearing would be held in order for the Planning and Zoning Commission to make a decision.



Mr. Fish stated that for the record, he is examining table 6-2-2, which does lay out the various review, appeal and decision processes in the City. Conditional Use Permits and Conditional Use Telecommunications process are review by Community Development Department, decision by Planning and Zoning Commission and appeal to Council. There are different processes in the City for various reviews, decisions and appeals. He stated that it is important for the Commission to know that these different avenues exist. For example, for Administrative Land Review permit the decision is by the Community Development Department and appeal is to the Planning and Zoning Commission.



Mr. Bell responded there are some cases where Planning and Zoning Commission hears the appeal as a result of a Staff decision.



Mr. Fish requested counsel in light of the changes that were made upon the suggestion of the City Attorney's office to explain the rationale behind the changes that were made between the first and current version of the proposed amendment.



Assistant City Attorney Reid responded that she would not testify in a Public Hearing but can give legal advice. She recommended that the Public Hearing be continued and have the information included in the next meeting packet for the Commissioners. The Commission can make a decision without the input from her office if they choose to do so.



Mr. Fish noted that no public was present at the Public Hearing and asked if Staff had any additions to their presentation. Mr. Bell responded that he had nothing further to add.



Mr. Freemire moved;

Ms. Townley seconded: To continue the Public Hearing for Case #2013-02 AMENDMENTS TO SMALL LOT DEVELOPMENT STANDARDS until the next regularly scheduled meeting March 18, 2014.

Discussion:

Mr. Knoth questioned why the Commission would wait to make a decision on this issue.



Mr. Fish stated that this is the time for the Commission to consider the introduction of a different kind of decision process that does not have precedent and a new process.



Mr. Brick – This is not an urgent case and feels that the Commission should wait for the Attorney’s comment to make a decision.



Mr. King – Questioned why a case coming before the Commission would be better served going to a political entity when the Commission is ahead of the curve. He does not see the advantage of a case going to a political organization. The Commission seems to be favorable to working with people regarding their property. If a case were denied by the Commission it would be a long uphill battle for the individual to have their request approved.



Mr. Knoth – This amendment removes one part of the process (City Council) by sending appeals directly to court. He is not in favor of having to hire an attorney to represent a case in court.



Mr. Freemire – The request for a continuance is not related to the necessary agreement with the City Attorney’s office. He does not agree that people should be treated differently and have a different place to go for appeals. Counter to Staff recommendation that appeals would go to City Council, he does not agree with the City Attorney’s office that the Commission should change both Due Process and Substantive Due Process under the 5<sup>th</sup> and 14<sup>th</sup> Amendments. He is interested in hearing the motivation behind the City Attorney’s office for making the change. He feels that it is better to be slow to act and long to consider and just in consideration. He is not aware of any other provision that would require discussion but where to go if there is disagreement on the decision. He would like to know what case law justifies the recommendation.



Mr. Roth added that one argument on the other side is that the “waiver or modification” is similar to a variance. If a variance is not approved, appeal is to the court. He can understand why an appeal to the Commission would be sent to court. The chance of there being a case for the Commission to hear is small and the chance of an appeal is exponentially smaller.



AYES: Brick, Freemire, Kinton, Roth, Townley,

NAYS: King, Knoth, Chair Fish

ABSTAIN: None

ABSENT: Bleile

Motion passes 5-3 in favor of continuing the Public Hearing.



Mr. Freemire requested a transcript of the meeting today due to the fact that Staff was explicit in their recommendations. He was advised that a detailed account would be recorded in the minutes and that the audio recording would be available as well.



#### **IV. Light Rail Corridor Zoning Reform Discussion Continued**

John Voboril, Planner II, presented the remainder of the original presentation from the previous study session.



##### **Commercial Parking**

In Denver, little off-street parking is provided for mixed use developments. Parking needs are expected to be partially or fully met by on street parking on front and side streets. He presented examples with various ratios of parking per square foot of the retail development. Compared to Englewood's standards, the required parking is considerably less. The opinion of Staff is that we should retain the current ratios for retail and reduce the restaurant ratio from 1:200 to 1:300. It is also recommended that the available space in front of the building on the street be counted as available space.



Ms. Townley – Within the Oxford Station area, is RTD planning to help build a garage or will the light rail users be expected to use on street parking?



Mr. Voboril – RTD is not interested in providing additional parking because of the accessibility of the Oxford Station and also the fare zone that falls within the other stations. Cost of obtaining land would be very high and would require taking land out of private ownership resulting in a loss of tax revenue.

Ms. Townley asked if time limits could be imposed on street parking. Mr. Voboril stated that if the parking demand increased substantially, the issue would need to be addressed.



Mr. Knoth remarked that development would be hampered if parking is too limited. Mr. Roth cited the example of East Evans Avenue where the parking is interfering with residents' ability to park near their homes due to the lack of off street parking.



Mr. Brick – Adequate parking needs to be provided if the industrial area becomes residential.

Mr. Voboril explained that there is not a great deal of retail development expected near the Oxford Station.

Mr. Roth commented that restaurants that do provide a parking area in Englewood are seldom full and that decreasing the ratio would not be a major issue.



##### **Design Guidelines and Standards**

Guidelines can be provided and the adherence would basically be voluntary. Communicating the values of the community would provide direction for development. There is a variety of materials and designs present in the existing buildings in the district.

Mr. Freemire commented that the best way to insure integrity in development is to communicate with the developers and existing businesses so that they are clear on expectations. Some requirements should be mandatory.



Mr. Roth asked if the existing buildings would be used as a standard for future development. Mr. Voboril replied that the focus is on the residential side. The question is whether the desire is to have new development fit in with what exists or do we want to create something completely different.



Mr. King remarked that most communities have standards for hard surfaces and mixed materials. It is common in newer developments to see an eclectic mix of materials.



Ms. Townley asked if there are similar standards in the PUD requirements for transparency and façade treatments. Mr. Knoth commented that he would support aligning standards with the current PUD requirements.



Mr. Fish is in favor of encouraging variation to avoid having blank spaces and solid walls.



Ms. Townley supports Mr. Freemire's opinion on communicating with the neighborhoods and developers to preserve the integrity of the community.

Mr. Madrid commented that we are not as much preserving character as creating it with new development by setting a standard.



Mr. Kinton added that in most cases he would lean toward preservation but the current buildings were built for function and virtually none that cry out for preservation.



Ms. Reid commented that the current PUDs in the district will serve to set a standard for development in the area.

A variety of roofs currently exist representing a number of different materials and profiles. It was agreed that roofs are going to be determined by the developer, but that different treatments should be encouraged.



Ms. Townley suggested a requirement for funding through a fee or performance based system to ensure that common space and/or parks are included in the development. Mr. Voboril stated that the inclusion of parks and open space will be addressed in the Next

Steps study which is a way of locating money and the consultant will be tasked with developing a strategy to incorporate public space in conjunction with the development.



Mr. Freemire added that the long range cost of “green roofs” would be prohibitive as the technology is still developing and it would not be feasible to include requirements that are not cost effective.



Discussion about how to incorporate green space included possible incentives and ways to promote green space development voluntarily by a developer.



Mr. Voboril presented slides with various architectural styles including Alexan Littleton, Riverton Apartments, Evans Station Lofts, new developments at 10<sup>th</sup> and Osage and use of color. Mr. Roth commented that unless a true form-based code is instituted, there will be a variety depending on the developer’s preferences.



Mr. King recently visited a development in Houston that included small lots with detached houses that appear to be popular.



Mr. Voboril presented other developments that are designed to fit in with the industrial area or repurposing of the existing buildings such as in the River North area of Denver.



Director White commented that the TOD would be designed to replace the PUD process. Most of the development requirements would be satisfied through administrative review.



Mr. Voboril commented that height restrictions previously discussed are still under consideration as is a means of addressing the transition area between the residential areas adjacent to the TOD and possible high rise development.



Mr. Madrid added that amenities are market driven and would not be chosen by City Council and are added to lure a tenant and make a property more desirable.



Ms. Townley spoke to creative reuse of buildings and new development should be careful not to disconnect existing buildings.



Additional examples of local developments were presented.



Mr. Neubecker added that there needs to be at least minimum standards to avoid blank walls. There are some existing rules in the code to establish architectural styles and design. The Commission can establish additional development guidelines if needed.

Mr. Roth noted that the PUD standards contain specifications for materials and articulation but this may be scaled down for smaller properties.



### **Street Network**

TOD literature recommends relatively smaller block size to create connections to the station and create visual interest. Oxford station has irregular blocks and larger parcels can benefit from creating a street network within the development.



One consideration is to have the consultant develop a street network within the TOD areas in the Next Steps plan. Feedback from the existing property owners will dictate the direction of the development guidelines and requirements.



**V. PUBLIC FORUM**

No members of the public were present.



**VI. ATTORNEY'S CHOICE**

Ms. Reid did not have any topics for the Commission.



**VI. STAFF'S CHOICE**

Chris Neubecker reviewed future agenda items including the PUD review process for the meeting on March 18<sup>th</sup> and possibly organizing another field trip for the Commissioners. Suggestions for field trip include Golden, Arvada and the redeveloped RINO area where residential areas have been incorporated into an existing industrial area.



**VII. COMMISSIONER'S CHOICE**

The Commissioners did not have any additional comments.

The meeting adjourned at 8:40 p.m.

/s/ Julie Bailey  
Recording Secretary

**CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION  
REGULAR MEETING  
City Council Chambers – Englewood Civic Center  
March 18, 2014**



**I. CALL TO ORDER**

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

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

Absent: King (Excused)

Staff: Chris Neubecker, Senior Planner  
Brook Bell, Planner II  
Nancy Reid, Assistant City Attorney



**II. APPROVAL OF MINUTES**

March 4, 2014

Roth moved;

Knoth seconded: TO APPROVE THE MARCH 4, 2014 MINUTES

Chair Fish asked if there were any modifications or corrections. There were none.

AYES: Brick, Freemire, Kinton, Knoth, Roth, Townley, Chair Fish

NAYS: None

ABSTAIN: Bleile

ABSENT: King

Motion passes.



**III. FINDINGS OF FACT CASE #2013-06 NONCONFORMING STRUCTURES**

Roth moved;

Knoth seconded: TO APPROVE FINDINGS OF FACT FOR CASE #2013-06  
NONCONFORMING STRUCTURES

AYES: Brick, Freemire, Kinton, Knoth, Roth, Townley, Chair Fish

NAYS: None

ABSTAIN: Bleile

ABSENT: King

Motion passes.



**IV. FINDINGS OF FACT CASE #2013-09 SITE IMPROVEMENT PLAN REVIEW**

Roth moved;

Brick seconded: TO APPROVE FINDINGS OF FACT FOR CASE #2013-09 SITE IMPROVEMENT PLAN REVIEW

AYES: Brick, Freemire, Kinton, Knoth, Roth, Townley, Chair Fish

NAYS: None

ABSTAIN: Bleile

ABSENT: King

Motion passes.



**III. PUBLIC HEARING CASE #2013-02 SMALL LOT DEVELOPMENT STANDARDS (Continued)**

Continuation of Public Hearing from March 4, 2014.

Bleile moved;

Freemire seconded: TO RE-OPEN PUBLIC HEARING CASE #2013-02 AMENDMENTS TO SMALL LOT DEVELOPMENT STANDARDS

AYES: Brick, Freemire, Kinton, Knoth, Roth, Townley, Bleile, Chair Fish

NAYS: None

ABSTAIN: None

ABSENT: King

Motion passes.



Discussion

Ms. Townley asked Ms. Reid for clarification of "arbitrary and capricious". Ms. Reid explained that if the evidence and the ruling are examined and it appears to the appellate body that the board did not have evidence to make a decision or made a decision contrary to the evidence, it would be considered a capricious action.



Mr. Neubecker asked Chair Fish to recognize on the record that someone had signed up to speak to the commission during public comment, but did not present themselves during the public hearing.

Bleile moved;

Knoth seconded: TO CLOSE THE PUBLIC HEARING FOR CASE #2013-02 AMENDMENTS TO SMALL LOT DEVELOPMENT STANDARDS

AYES: Bleile, Brick, Freemire, Kinton, Knoth, Roth, Townley, Chair Fish

NAYS: None

ABSTAIN: None

ABSENT: King



Mr. Roth moved;

Knoth seconded: TO APPROVE CASE #2013-02 AMENDMENTS TO SMALL LOT DEVELOPMENT STANDARDS AS WRITTEN

Discussion:



Mr. Bleile asked if there was discussion to change the proposed amendment in order to name City Council as arbiter of appeals rather than the court. Chair Fish recapped the previous study session and subsequent Public Hearing, in which such discussion happened.



Mr. Freemire stated that one amendment was proposed to change the process to include appeals to decisions of the Commission to City Council, as opposed to the court as recommended by the City Attorney. He requested a Friendly Amendment to the motion to remove District Court as arbiter of appeals and add City Council.



Mr. Roth declined the Friendly Amendment stating that his opinion was to send the case to City Council as written, and let them decide if they want to be responsible for appeals.



Freemire moved;

Brick seconded: TO AMEND THE MOTION TO ALLOW FOR APPEALS TO DECISIONS BY THE PLANNING AND ZONING COMMISSION TO GO TO THE CITY COUNCIL IN THE MATTER OF SMALL LOT DEVELOPMENT STANDARDS.



Discussion:



Mr. Knoth – It is appropriate for an appeal to go to City Council to avoid incurring legal expenses for an applicant.



Mr. Brick – There will not be many appeals and agreed with Mr. Freemire that citizens should have the opportunity to appeal to City Council.



Mr. Roth - It was noted by staff that there are 45 properties in the City that would potentially make use of this process, 31 of which are attached townhomes and the remaining 14 properties are not likely to be developed.



Mr. Fish – Per the City Attorney’s office, this potential appeal situation is similar to the variance process and the precedent of sending appeals to the Board of Adjustment and Appeals rather than the court; that precedent provides justification for sending appeals to the City Council for resolution.



Mr. Freemire – 1) Cited Colorado law with regard to the right of a citizen to appeal to the governing body; 2) by law, we are to begin with local officials and work up through the system to resolve appeals; and 3) we can never prohibit citizens from presenting their case to an elected or appointed official.



Vote: TO AMEND THE MOTION TO ALLOW FOR APPEALS TO DECISIONS OF THE PLANNING AND ZONING COMMISSION TO GO TO THE CITY COUNCIL IN THE MATTER OF SMALL LOT DEVELOPMENT STANDARDS.

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

Motion passes.

Motion: TO APPROVE CASE #2013-02 AMENDMENTS TO SMALL LOT DEVELOPMENT STANDARDS AS RECOMMENDED BY STAFF WITH THE PROVISION THAT APPEALS WILL BE ARBITRATED BY CITY COUNCIL.

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



Brick – This amendment will provide opportunities for residents to be current and creative with their properties without causing harm or offense to other residents.

Bleile – There has been much discussion regarding this topic and Mr. Freemire has added to the discussion with his professionalism and insight. Agrees with changing “District Court” to “City Council.”

Brick – The text amendment promotes the general welfare of the community to improve properties.

Freemire – This is good for the community. It grants equal rights to property owners (to appeal to elected officials) regardless of property size.

Kinton – Anything that can be done at the local level rather than through the courts is beneficial to the citizens of the community.

Knoth – The Commission has been fixing holes in the code and processes and this amendment can help pull those properties that may have had issues back into the code.

Roth – Feels that this is a good fix to the code as this issue has a long history. Ten years ago we had a discussion on this same topic that some properties do not meet all the parameters of the code. This fixes that problem.

Townley – This amendment will help support property owners who want to make improvements.

Chair Fish - Agrees with other Commission member that this is a needed “fix” to the code that was previously omitted. The additions by the Attorney’s office strengthen the code by

adding additional conditions. There is not a compelling reason to alter the traditional appeal process. The subsequent decision by the Commission to have appeals go to City Council is the correct decision.



#### **IV. STUDY SESSION – Policy on Code Amendments**

Chris Neubecker, Senior Planner, explained the necessity to administratively make changes to the UDC when an ordinance is adopted. Other elements in the code sometimes refer to an amended section and will also require updating. To date, staff has not brought all of the changes to the Commission in the interest of time and effort.



Bleile – Asked for clarification on what the Commissioners will receive to review the additional changes to the UDC. Mr. Neubecker responded that as proposed, they would not receive the text changes to other parts of the UDC, but would receive the “meat and potatoes”, the significant proposed changes.



Ms. Reid explained the process for correcting the code and that the intention is to make the code as consistent as possible. Mr. Knoth expressed that he would like to see all of the changes. A synopsis of the changes can be supplied to the Commission.



Mr. Freemire suggested that a way to address the process would be to supply the commission with an outline of all the changes and supply city council with an ordinance once a year to “cleanup.”



The consensus of the Commission is to accept Staff recommendations and at the next public hearing, take a vote to adopt the procedural change.



#### **V. PUBLIC FORUM**

No Public was present to address the commission



#### **VI. ATTORNEY’S CHOICE**

Ms. Reid did not have any further topics for discussion.



#### **VII. STAFF’S CHOICE**

Mr. Neubecker – Councilmember Wilson has requested that staff meet with homebuilders in Englewood to share feedback on the development codes and processes. The informal meeting will be held at Civic Center on April 2<sup>nd</sup>.



#### **VIII. COMMISSIONER’S CHOICE**

The next meeting will be April 8, 2014, provided there are items for the agenda.

Meeting adjourned at 8:00 p.m

/s/ Julie Bailey  
Recording Secretary



4. **THAT** since the UDC was adopted in 2004, it has become apparent that a number of smaller residential properties are not regulated in terms of Development Standards and associated Dimensional Requirements.
5. **THAT** the UDC defines a “small lot” as: “A legal lot of record existing on the effective date of this Title (February 23, 2004) where the lot width or lot area is less than the minimum standard for a one-unit dwelling in the zone district in which the lot is located.”
6. **THAT** while the UDC has Dimensional Requirements for “small lots”, it does not have requirements for properties that are smaller than the “small lots” described in UDC Table 16-6-1.1.
7. **THAT** from this point forward, these smaller lots will be referred to as “Urban Lots”.
8. **THAT** there are approximately 275 of these properties within the City.
9. **THAT** in order to effectively regulate these smaller residential lots, and to provide greater certainty for property owners, the proposed UDC amendments are necessary
10. **THAT** the review process for nonconforming lots will transfer the decision-making authority from the City Manager or designee to the Planning and Zoning Commission.
11. **THAT** including the Planning and Zoning Commission in the decision-making process ensures a public hearing with due process and appropriate public notice.
12. **THAT** Section 5, Objective 1-3 of “Roadmap Englewood: 2003 Englewood Comprehensive Plan” encourages housing investments that improve the housing mix, including both smaller and larger unit sizes.
13. **THAT** Section 5, Objective 2-1 of “Roadmap Englewood: 2003 Englewood Comprehensive Plan” encourages home ownership, property improvements and house additions.
14. **THAT** during preparation of the Bill for an Ordinance the City Attorney indicated that the proposed amendments required some additional review criteria and supplementary language regarding appeals.
15. **THAT** the public hearing was reopened on March 4, 2014 with additional review criteria and supplementary language regarding appeals and that the hearing was continued to March 18, 2014.

## CONCLUSIONS

1. **THAT** the Public Hearing on the Unified Development Code ZON2013-002 Small Lot Development Standards Amendments was brought before the Planning Commission by the Department of Community Development, a department of the City of Englewood.
2. **THAT** Public Notice of the Public Hearing was given by publication in the Englewood Herald on November 8, 2013, and was on the City's website from November 5, 2013, through November 19, 2013. Public Notice of the March 4, 2014 Public Hearing was given by publication in the Englewood Herald on February 21, 2014 and on the City's website from February 19, 2014 through March 4, 2014.
3. **THAT** the proposed amendments will effectively regulate smaller residential lots (hereafter called "Urban Lots") that contain or contained a one-unit dwelling existing on or before February 23, 2004, and have 25 ft. or more of Lot Width, and 3000 sq. ft. or more of Lot Area.
4. **THAT** the proposed amendments will establish a process for the possible development of Vacant Urban Lots that legally existed on or before February 23, 2004, and have 25 ft. or more of Lot Width, and 3000 sq. ft. or more of Lot Area.
5. **THAT** the proposed amendments will establish a process for regulating Urban Lots with less than 25 ft. of Lot Width or less than 3,000 sq. ft. of Lot Area.
6. **THAT** additions, redevelopment, or development of these properties will be possible if approved by the Planning and Zoning Commission at a public hearing. Any appeals to the Planning and Zoning Commission's decision will be to City Council.
7. **THAT** the previously discussed amendments be forwarded to City Council.
8. **THAT** Section 5, Objective 1-3 of "Roadmap Englewood: 2003 Englewood Comprehensive Plan" encourages housing investments that improve the housing mix, including both smaller and larger unit sizes.
9. **THAT** Section 5, Objective 2-1 of "Roadmap Englewood: 2003 Englewood Comprehensive Plan" encourages home ownership, property improvements and house additions.
10. **THAT** the Planning and Zoning Commission achieved consensus on the additional review criteria, and that any appeals to the Planning and Zoning Commission's decisions on nonconforming lots be brought to City Council.

## DECISION

**THEREFORE**, it is the decision of the City Planning and Zoning Commission that Case #ZON2013-002 Unified Development Code Small Lot Development Standards Amendments should be referred to the City Council with a favorable recommendation.

The decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on March 18, 2014, by Freemire, seconded by Brick, which motion states:

*CASE ZON2013-002, AMENDMENTS TO TITLE 16: UNIFIED DEVELOPMENT CODE RELATED TO SMALL LOT DEVELOPMENT STANDARDS BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH THE PROVISION THAT APPEALS WILL BE ARBITRATED BY CITY COUNCIL.*

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

Motion carried.

These Findings and Conclusions are effective as of the meeting on March 18, 2014.

**BY ORDER OF THE CITY PLANNING & ZONING COMMISSION**

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Ron Fish, Chair

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 45  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AMENDING TITLE 16, CHAPTER 2, SECTION 2; TITLE 16, CHAPTER 6, SECTION 1, PARAGRAPH B; TITLE 16, CHAPTER 9, SECTION 4; AND TITLE 16, CHAPTER 11, SECTION 2, PARAGRAPH B, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO SMALL LOTS.

WHEREAS, the Unified Development Code, adopted in 2004, does not regulate “small lot” residential properties in terms of Development Standards and associated Dimensional Requirements; and

WHEREAS, any residential lot not meeting the minimal dimensional standards is treated as a non-conforming lot; and

WHEREAS, currently the following properties are not effectively regulated:

- In R-1-A and R-1-B Zone Districts: Properties with lot width greater than or equal to 25’, but less than 50’; and with lot area greater than or equal to 3,000 sf, but less than 6,000 sf (+ - 13 Total in the City).
- In R-1-C Zone Districts: Properties with lot width greater than or equal to 25’, but less than 37’; and with lot area greater than or equal to 3,000 sf, but less than 4,500 sf (+ - 40 Total in the City).
- In R-2 or R-3 Zone Districts: Properties with lot width greater than or equal to 25’, but less than 40’; and with lot area greater than or equal 3,000 sf, but less than 4,000 sf (+ - 176 Total in the City).
- In Medical Zone Districts: Properties with lot width greater than or equal to 25’; but less than 40’; and with lot area greater than or equal 3,000 sf, but less than 4,000 sf + - 1 Total in the City).
- In Residential and Medical Zone Districts: Properties with lot width of less than 25’; and with lot area less than 3,000 sf (+ - 45 Total in the City).

WHEREAS, these properties do not fit the “small lot” criteria and do not have any minimum setback, maximum height, or maximum lot coverage requirements. There are approximately 275 of these properties within the City; and

WHEREAS, the nonconforming status of these lot create uncertainty for lenders, who are then reluctant to lend on a property where the entitlements are vague or unknown; and

WHEREAS, these regulations for smaller residential lots, will provide greater certainty for property owners; and

WHEREAS, the Englewood Planning and Zoning Commission held a Public Hearing on November 19, 2013 to consider amendments to the Unified Development Code to establish regulations for smaller lots; and

WHEREAS, the November 19, 2013 Englewood Planning and Zoning Commission Public Hearing was reopened on March 4, 2014 and continued to March 18, 2014; and

WHEREAS, the proposed amendments will effectively regulate smaller residential lots (hereafter called "Urban Lots") that contain or contained a one-unit dwelling existing on or before February 23, 2004, and have 25 feet or more of Lot Width, 3,000 square feet or more of Lot Area, and will establish a process for the possible development of vacant Urban Lots of that size; and

WHEREAS, the proposed amendments will establish criteria and a process for the possible development of Urban Lots with less than 25 feet of Lot Width or less than 3,000 square feet of Lot Area that contain an existing dwelling unit or are vacant; and

WHEREAS, additions, redevelopment, or development of these properties will be possible if approved by the Planning and Zoning Commission at a public hearing which insures due process and appropriate public notice; and

WHEREAS, this proposed amendment is consistent with Roadmap Englewood: 3002 Englewood Comprehensive Plan and. encourages housing investments that improve the housing mix, including both smaller and larger unit sizes; and

WHEREAS, additional review criteria will create a clear basis for development of these small lots; and

WHEREAS, the Planning and Zoning Commission recommended that appeals from the Planning and Zoning Commission's decisions on nonconforming lots be brought to City Council for a de novo determination.

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 16, Chapter 2, Section 2, entitled *Summary of Development Review and Decision-Making Procedures* of the Englewood Municipal Code 2000, to read as follows:

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

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

**TABLE 16-2-2.1: SUMMARY OF DEVELOPMENT REVIEW AND DECISION-MAKING PROCEDURES**

Procedure	Section Ref.	Pre-App Mtg Req'd	Review (R) Decision-Making (D) or Appeal (A) Bodies				Notice Required <sup>1</sup>			Lapsing Period
			CM/D	PC	CC	BAA	Pub	Mail	Post	
Adaptive Reuse of Designated Historical Buildings	16-5-3	✓	R	R	D		✓		✓	None
Administrative Adjustments	16-2-17	✓	D			A				None
Administrative Land Review Permit	16-2-11	✓	D	A						60 days to record
Amendments to the Text of this Title	16-2-6		R	R	D		✓			None
Annexation Petitions	16-2-5	✓	R	R	D		✓		✓	None
Appeals to Board	16-2-18	✓				D	✓			None
Comprehensive Plan Amendments	16-2-4		R	R	D		✓			None
Conditional Use Permits	16-2-12	✓	R	D	A		✓		✓	1 year
Conditional Use - Telecommunication	16-7	✓	R	D	A		✓	✓	✓	None
Development Agreements	16-2-15		R		D					As stated in Agreement
Floodplain Dev't. Permit and Floodplain Variances	See Chapter 16-4 for applicable procedures and standards									
Historic Preservation	16-6-11	✓	R	R	D		✓		✓	None
Landmark Sign	16-6-13	✓		D	A		✓		✓	
Limited Review Use Permits	16-2-13	✓	D	A						1 year
Major Subdivisions	16-2-10									
Preliminary Plat		✓	R	R	D		✓	✓	✓	6 months to submit Final Plat
Final Plat			R	R	D		✓	✓	✓	60 days to record
Simultaneous Review Preliminary Plat/Final		✓	R	R	D		✓	✓	✓	60 days to record

Plat										
Recorded Final Plat										None
Minor Subdivision	16-2-11									
Preliminary Plat		✓	D	A						6 months to submit Final Plat
Final Plat			D	A						60 days to record
Recorded Final Plat										None
<u>Nonconforming Lots</u>	<u>16-9-4</u>	<u>✓</u>	<u>R</u>	<u>D</u>	<u>A</u>		<u>✓</u>		<u>✓</u>	<u>None</u>
Official Zoning Map Amendments (Rezoning)	16-2-7	✓	R	R	D		✓	✓	✓	None
PUD and TSA Rezoning	16-2-7	✓	R	R	D		✓	✓	✓	None
Temporary Use Permits	16-2-14	✓	D	A						As stated in Permit
Unlisted Use Classifications	16-5-1.B	✓	D	A						None
Zoning Site Plan	16-2-9		D	A						3 years
Zoning Variances	16-2-16	✓	R			D	✓		✓	180 days
<b>CM/D = City Manager or Designee (Including the Development Review Team)</b> <b>PC = Planning and Zoning Commission</b> <b>CC = City Council</b> <b>BAA = Board of Adjustment and Appeals</b>										
<sup>1</sup> Notice Required: See Table 16-2-3.1 Summary of Mailed Notice Requirements										

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 1, Paragraph B, Table 1.1, entitled *Summary of Dimensional Requirements for Principal Structures* of the Englewood Municipal Code 2000, to read as follows:

*Summary Table of Dimensional Requirements for Principal Uses and Structures.* All principal structures and uses shall be subject to the intensity and dimensional standards set forth in the following Table 16-6-1.1. These standards may be further limited by other applicable sections of this Title. Additional regulations for the residential districts, and special dimensional regulations related to lot area, setbacks, height, and floor area are set forth in the subsections immediately following the table. Rules of measurement are set forth in subsection 16-6-1.A EMC. Dimensional requirements for accessory structures are set forth in subsection 16-6-1.I EMC.

TABLE 16-6-1.1: SUMMARY OF DIMENSIONAL REQUIREMENTS FOR PRINCIPAL STRUCTURES								
	Min Lot Area (sq ft)	Max FAR	Max Lot Coverage (%)	Min Lot Width (ft)	Max Height (ft)	Minimum Setbacks (ft)		
						Front	Each Side [1] & [2]	Rear
<b>R-1-A District</b>								
One-Unit Dwelling	9,000	None	35	75	32	25	7	20
One-Unit Dwelling on a Small Lot [5]	6,000 [4]	None	40	50	32	25	5	20
<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000 [7]</u>	<u>None</u>	<u>40</u>	<u>25 [7]</u>	<u>32</u>	<u>25</u>	<u>3</u>	<u>20</u>
All Other Allowed Uses	24,000	None	35	200	32	25	25	25
<b>R-1-B District</b>								
One-Unit Dwelling	7,200	None	40	60	32	25	5	20
One-Unit Dwelling on a Small Lot [5]	6,000 [4]	None	40	50	32	25	5	20

<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000</u> [7]	<u>None</u>	<u>40</u>	<u>25</u> [7]	<u>32</u>	<u>25</u>	<u>3</u>	<u>20</u>
All Other Allowed Uses	24,000	None	40	200	32	25	25	25
R-1-C District								
One-Unit Dwelling	6,000	None	40	50	32	25	5	20
One-Unit Dwelling on a Small Lot [5]	4,500 [4]	None	<del>35</del> <u>40</u>	37	32	25	3	20
<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000</u> [7]	<u>None</u>	<u>40</u>	<u>25</u> [7]	<u>32</u>	<u>25</u>	<u>3</u>	<u>20</u>
All Other Allowed Uses	24,000	None	40	200	32	25	25	25
R-2-A District								
One-Unit Dwelling	6,000	None	40	50	32	25	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	None	<del>35</del> <u>40</u>	40	32	25	3	20
<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000</u> [7]	<u>None</u>	<u>40</u>	<u>25</u> [7]	<u>32</u>	<u>25</u>	<u>3</u>	<u>20</u>
Multi-Unit Dwelling (Maximum 2 units)	3,000 per unit	None	40	25 per unit [4]	32	25	5	20
All Other Allowed Uses	24,000	None	60	200	32	25	25	25

R-2-B District								
One-Unit Dwelling	6,000	None	40	50	32	25	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	None	<del>35</del> <u>40</u>	40	32	25	3	20
<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000</u> <u>[7]</u>	<u>None</u>	<u>40</u>	<u>25</u> <u>[7]</u>	<u>32</u>	<u>25</u>	<u>3</u>	<u>20</u>
Multi-Unit Dwelling (Maximum Units Based on Lot Area & Lot Width)	3,000 per unit	None	60	25 per unit [4]	32	25	5	20
All Other Allowed Uses	24,000	None	60	200	32	25	25	25
MU-R-3-A District								
One-Unit Dwelling	6,000	None	40	50	32	25	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	None	<del>35</del> <u>40</u>	40	32	25	3	20
<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000</u> <u>[7]</u>	<u>None</u>	<u>40</u>	<u>25</u> <u>[7]</u>	<u>32</u>	<u>25</u>	<u>3</u>	<u>20</u>
Multi-Unit Dwelling (Maximum Units Based on Lot Area & Lot Width)	3,000 per unit	None	60	25 per unit [4]	32	25	5	25

Lot Width)								
Private Off-Street Parking Lots	12,000	None	70	None	n/a	25	15	15
Office, Limited	15,000	1.5 (Excluding the gross floor area of parking structures)	50	None	32	25	15	25
All Other Allowed Uses	24,000	None	60	200	32	25	25	25
MU-R-3-B District (See Additional Regulations Following the Table)								
One-Unit Dwelling	6,000	None	40	50	32	15	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	None	<del>35</del> <u>40</u>	40	32	<del>25</del> <u>15</u>	3	20
<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000</u> [7]	<u>None</u>	<u>40</u>	<u>25</u> [7]	<u>32</u>	<u>15</u>	<u>3</u>	<u>20</u>
Multi-Unit Dwelling (Maximum Units Based on Lot Area & Lot Width)	2-4 units: 3,000 per unit; Each additional unit over 4 units: 1,000 per unit [4]	None	75	None	2-4 units: 32 More than 4 units: 60	15	2-4 units: 5 More than 4 units: 15	25
Office, Limited	24,000	1.5 (Excluding the gross floor area of parking structures)	75	None	60	15	15 [3]	25
All Other Allowed Uses	24,000 [4]	None	75	None	60	15	15	25
MU-R-3-C District (See Additional Regulations Following the Table)								

One-Unit Dwelling	6,000	None	40	50	32	15	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	None	<del>35</del> 40	40	32	15	3	20
<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000 [7]</u>	<u>None</u>	<u>40</u>	<u>25 [7]</u>	<u>32</u>	<u>15</u>	<u>3</u>	<u>20</u>
Multi-Unit Dwelling	6,000	None	75	None	40	15	5	20
Office, Limited	6,000	None	75	None	40	15	5	20
All Other Allowed Uses	24,000 [4]	None	75	None	40	15	5	20
M-1, M-2, M-O-2 Districts (See Table 16-6-1.1a)								
MU-B-1 District (See Additional Regulations Following the Table)								
Live/Work Dwelling	None	None	None	None	100	0 and no more than 5 feet	0	5
Multi-Unit Dwelling [4]	None	None	None	None	100	0 and no more than 5 feet	0	5
All Other Allowed Uses	None	None	None	None	100	0 and no more than 5 feet	0	5
MU-B-2 District (See Additional Regulations Following the Table)								
Multi-Unit Dwelling [4]	None	None	None	None	60	0 and no more than 5 feet	0	5
All Other Allowed Uses	None	None	None	None	60	0 and no more than 5 feet	0	5
TSA District								
<i>Please refer to Section 16-6-14 EMC, of this Chapter</i>								

and the applicable Station Area Design Standards and Guidelines  
*for intensity and dimensional standards.*

I-1 AND I-2

All Allowed Uses Except Manufactured Home Parks	None	2:1	None	None	None	Where a building abuts upon, adjoins, or is adjacent to a residential zone district, minimum setbacks of 10 ft on all sides are required, except as required in Section 16-6-7.G, "Screening Requirements."
Manufactured Home Parks	See Section 16-5-2.A.3, above.					

**Notes to Table:**

- [1] The minimum side setback stated in this table for one-unit attached and multi-unit dwellings shall apply to the entire dwelling structure, and not to each individual dwelling unit located in the structure.
- [2] The minimum side setback standard for principal residential dwellings in the residential (R) zone districts, as stated in this Table, shall apply to such dwellings that existed on the Effective Date of this Title. However, principal residential dwellings existing on the Effective Date of this Title, and which as of that date are not in compliance with the minimum side setback standards established in this Table, shall not be considered nonconforming structures due solely to the dwelling's noncompliance with the minimum side setback. Such dwellings are "grandfathered," and shall be considered legal, conforming structures for the purposes of sale and development under this Title and other City building and safety regulations. See Section 16-9-3 (Nonconforming Structures), below.
- [3] The minimum separation between principal buildings located on the same or adjoining lots, whether or not the lots are under the same ownership, shall be fifteen feet (15').
- [4] See Section 16-6-1.C for additional dimensional standards appropriate to the zone district.
- [5] Small lot of record on or before February 23, 2004.
- [6] Urban lot of record that contained or contains a one-unit dwelling that existed on or before the Effective Date of this Title (February 23, 2004). Vacant Urban Lots follow same process as Nonconforming Lots, see Section 16-9-4.
- [7] For Urban Lots with less than 3,000 sq. ft. of Lot Area or less than 25 ft. of Lot Width follow same process as Nonconforming Lots, see Section 16-9-4.

**Section 3.** The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 1, Paragraph B, Table 1.a, entitled *Summary of Dimensional Requirements for Principal Structures Located Within Medical Zone Districts and Overlays* of the Englewood Municipal Code 2000, to read as follows:

TABLE 16-6-1.1a: SUMMARY OF DIMENSIONAL REQUIREMENTS FOR PRINCIPAL STRUCTURES LOCATED WITHIN MEDICAL ZONE DISTRICTS AND OVERLAYS												
	Min Lot Area (sq ft)	Max Lot Coverage (%)	Min Lot Width (ft)	Max Height (ft)	Max Retail Gross Floor Area (sq ft)	Minimum Setbacks (ft)						
						Front	Front Upper Story Setback Above 60 Feet	Side: Adjacent Street [1] & [2]	Side: Adjacent Alley [1] & [2]	Side: Adjacent Side [1] & [2] (Lots fronting Hampden, Jefferson or the 3500 blocks of Logan and Clarkson)	Side: Adjacent Side [1] & [2] (Lots fronting all other streets)	Rear
M-1 and M-2 Districts and M-O-2 Overlays (See Additional Regulations Following the Table)												
Live/Work Dwelling	6,000 [4]	None	None	32	10,000 [4]	0 and no more than 10	NA	0 and no more than 10	5	0	5	5 [4]
One-Unit Dwelling	6,000	40	50	32	NA	15	NA	5	5	5	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	<del>35</del> 40	40	32	NA	15	NA	3	3	3	3	20

<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000</u> [7]	<u>40</u>	<u>25</u> [7]	<u>32</u>	<u>NA</u>	<u>15</u>	<u>NA</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>20</u>
All Other Allowed Uses	6,000 [4]	None	None	Height Zone 1:145 Height Zone 2:60 Height Zone 3:32 [4]	10,000 [4]	0 and no more than 10	20 [4]	0 and no more than 10	5	0	5	5 [4]

**Notes to Table:**

- [1] The minimum side setback stated in this table for one-unit attached and multi-unit dwellings shall apply to the entire dwelling structure, and not to each individual dwelling unit located in the structure.
- [2] The minimum side setback standard for principal residential dwellings in the residential (R) zone districts, as stated in this table, shall apply to such dwellings that existed on the effective date of this Title. However, principal residential dwellings existing on the effective date of this Title, and which as of that date are not in compliance with the minimum side setback standards established in this table, shall not be considered non-conforming structures due solely to the dwelling's non-compliance with the minimum side setback. Such dwellings are "grandfathered," and shall be considered legal, conforming structures for the purposes of sale and development under this Title and other City building and safety regulations. See section 16-9-3 (Non-Conforming Structures), below.
- [3] The minimum separation between principal buildings located on the same or adjoining lots, whether or not the lots are under the same ownership, shall be fifteen feet (15').
- [4] See section 16-6-1.C for additional dimensional standards appropriate to the zone district.
- [5] Small lot of record on or before February 23, 2004.
- [6] Urban lot of record that contained or contains a one-unit dwelling that existed on or before the Effective Date of this Title (February 23, 2004). Vacant Urban Lots follow same process as Nonconforming Lots, see Section 16-9-4.
- [7] For Urban Lots with less than 3,000 sq. ft. of Lot Area or less than 25 ft. of Lot Width follow same process as Nonconforming Lots, see Section 16-9-4.

Section 4. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 9, Section 4, entitled *Nonconforming Lots* of the Englewood Municipal Code 2000, to read as follows:

**16-9-4: Nonconforming Lots.**

A. Nonconforming Vacant-Lot.

1. A nonconforming ~~vacant~~ lot may be used only for a use permitted in the zone district in which the lot is located. ~~The City Manager or designee~~ Planning and Zoning Commission may waive or modify ~~minimum open space lot coverage, parking lot area, bulk plane, height, setback, or lot width, or other~~ requirements for any nonconforming lot if ~~he/she~~ it finds that the proposed development meets the criteria listed below:
  - a. The lot cannot otherwise be used for any purpose permitted within the zone district applicable to the property; and
  - b. The waiver, or modification, if granted, is necessary to afford relief with the least modification possible of the development or dimensional standards otherwise applicable to the property; and
  - c. The proposed development is consistent with the spirit and intent of the Comprehensive Plan; and
  - d. The lot coverage, bulk plane, height, setbacks, and massing of the proposed development will not vary substantially from the surrounding properties or alter the essential character of the neighborhood; and
  - e. The proposed development is compatible with the established development patterns and intent of the zone district.
2. ~~Any appeal from the City Manager or designee's decision shall be to the Board. The Planning and Zoning Commission's decision on any development of a nonconforming lot shall be made at a public hearing that has been published and posted as required in Section 16-2-3(G) of this Title.~~
3. ~~Any appeal from the Planning and Zoning Commission's decision shall be to City Council as a *de novo* review. Such appeal shall be filed no more than thirty (30) days from the date of the Planning and Zoning Commission's final decision.~~
- 3 4. No nonconforming lot shall be further subdivided or shall have its boundaries altered in any manner that would compound, expand, or extend the nonconforming characteristic(s) of the lot.

Section 5. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 11, Section 2(B), entitled *Definitions of Words, Terms, and Phrases* of the Englewood Municipal Code 2000, by the addition of the following definition in alphabetical order to read as follows:

Lot, Urban: A legal lot of record existing on the effective date of this Title (February 23, 2004) where the lot width or lot area is less than the minimum standard for a one-unit dwelling on a small lot in the zone district in which the lot is located.

Section 6. 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 7. 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 8. 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 9. 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 10. 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 21st of July, 2014.

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

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

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Randy P. Penn, Mayor

ATTEST:

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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 21<sup>st</sup> day of July, 2014.

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Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 41  
INTRODUCED BY COUNCIL  
MEMBER GILLIT

AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF ENGLEWOOD AT THE NEXT SCHEDULED MUNICIPAL ELECTION ON NOVEMBER 4, 2014, A QUESTION TO EXCHANGE UTILITY DEPARTMENT PROPERTY HELD IN DOUGLAS COUNTY FOR PROPERTY OF SIMILAR OR GREATER VALUE.

WHEREAS, the City of Englewood (“City”) is a home-rule municipality organized and existing under the provisions of the Colorado Constitution Article XX; and

WHEREAS, the Englewood/McLellan Reservoir Foundation (EMRF) was formed to oversee the development of the McLellan Reservoir property; and

WHEREAS, the imposition of covenants or use restrictions on all lands within the development area ensure a consistent high level of development; and

WHEREAS, these use restrictions will provide even greater protection to the McLellan Reservoir’s water quality when compared to development without the restriction; and

WHEREAS, these restrictions will create and maintain a greater value for the land that in turn ensures a long-term income stream to the City; and

WHEREAS, the Board of Directors of the Englewood McLellan Reservoir Foundation (EMRF) has recently met with principals of Shea Properties regarding the potential lease of approximately 36 acres of EMRF property in Planning Area 81 (PA 81) fronting Lucent Boulevard, between Plaza Drive and Town Center Drive; and

WHEREAS, there are issues that make the development of the property difficult, at least as currently configured; and

WHEREAS, among the issues are fixed access points and future roadways along with topography (need for over-lot grading) and the shallow depth of the two properties in the northwest corner of the area that make development, particularly since EMRF properties can only be leased, extremely difficult; and

WHEREAS, a land trade is equivalent to a sale; and

WHEREAS, an affirmative vote of the citizens of Englewood is required to accomplish a sale under the Englewood Home Rule Charter; and

WHEREAS, the Englewood McLellan Reservoir Board has recommended that the trade be placed on the November 2014 ballot.

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

Section 1. There is hereby submitted to the registered electors of the City of Englewood at the next scheduled municipal election on November 4, 2014 a question, to read as follows:

Question No.

Shall the Englewood City Council be allowed, by Ordinance, to exchange Utility property owned in Douglas County for property of similar or greater value to promote development opportunities that will generate long-term revenue for the public?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

Section 2. Each elector voting at said election and desirous of voting shall indicate his/her choice by depressing the appropriate counter of the voting machine or by the appropriate marking upon paper ballots where used.

Section 3. The proper officials of the City of Englewood shall give notice of said next scheduled municipal election, such notice shall be published in the manner and for the length of time required by law, and the ballots cast at such election shall be canvassed and the result ascertained, determined, and certified as required by law.

Section 4. If any section, paragraph, clause, or other portion of this Ordinance is for any reason held to be invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining portions of this Ordinance.

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

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

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

Read by title and passed on final reading on the 21<sup>st</sup> day of July, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 25<sup>th</sup> day of July, 2014.

Published by title on the City's official website beginning on the 23rd day of July, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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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.

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Loucrishia A. Ellis

## COUNCIL COMMUNICATION

<b>Date</b> July 21, 2014	<b>Agenda Item</b> 11 c i	<b>Subject</b> L/E WWTP Asset Management System Support Agreement
<b>INITIATED BY</b> Littleton/Englewood Wastewater Treatment Plant Supervisory Committee		<b>STAFF SOURCE</b> Jeff Konishi, Director of Information Technology Cindy Goodburn, L/E WWTP Business Services Manager

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approval of Computerized Maintenance Management System Upgrade (5/16/2005)  
Council approval of the Littleton/Englewood WWTP 2014 Budget.

### RECOMMENDED ACTION

Staff recommends Council approval, by motion, of the annual Support, Licensing and Hosting Agreement for Infor Enterprise Asset Management System (EAM).

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The annual renewal quote from Infor for the Hosting, Licensing, and Support Agreement for the Enterprise Asset Management System used by the Littleton/Englewood WWTP and the Utilities Department has been received. Infor has proposed a locked-in annual renewal rate of 3% per year for 2014 and two subsequent years, renewable annually. Annual increases for Hosting, Licensing and Support are 6%, or the current Consumer Cost Index, whichever is greater. This is typical for software application support agreements. This proposal represents a savings over three years of \$12,360.54. This agreement is an addendum to the existing agreement, which was updated in 2012 and approved by the City Attorney.

The Infor Enterprise Asset Management System (EAM) was implemented and put into use at the L/E WWTP in 2007. This was the City of Englewood's first vendor hosted software application/database. Since that time, the Utilities Department has brought the Water Treatment Plant, Collections and Distribution and the Meter Shop into the system as their asset management and work order system. This is a very robust system that is used for asset tracking and work orders. This system tracks equipment history, condition, performance, and every piece of meta data needed for a preventive/predictive maintenance program, repair/replacement decisions, capital asset planning, and sustainability data, such as carbon footprint, energy consumption, performance degradation, etc.

This agreement locks in a 3% support fee increase annually for the next three years.

Annual Support Fees:	Year one \$ 65,674.94
	Year two \$ 67,645.19
	Year three \$ 69,674.55

This Enterprise Asset Management System is being utilized by the Utilities Department and the Allen Filter Plant for asset management. The Utilities Department contributes funds to pay for two licenses for use of this system.

**FINANCIAL IMPACT**

Funds for this project are included in the 2014 Business Services Division annual budget as a routine software application support agreement.

**LIST OF ATTACHMENTS**

Infor EAM Support Renewal Quote

**ADDENDUM  
THREE-YEAR SUPPORT COMMITMENT**

This Addendum, effective as of July 2, 2014 (“the Addendum”), amends the terms of the software support agreement currently in effect between **City of Englewood** (“Licensee”) and **Infor (US), Inc.** (“Infor”) with an effective date of May 17, 2005 (the “Agreement”). In case of any conflict between the Agreement, and this Addendum, the terms and conditions of this Addendum shall control. Except as otherwise modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

The parties agree as follows:

1. Subject to Section 6 below, Licensee hereby agrees to a non-cancelable commitment to a three-year Support period for the Component Systems listed on Exhibit I.
2. In consideration of Licensee’s non-cancelable three-year Support commitment, the annual support fee for the Component Systems and users specified on the attached Exhibit I is hereby modified as set forth below:

Maintenance Renewal Period	Annual Support Fees	Type of Support
Effective Date -12 months from Date	\$ 65,674.94	HXT
12 months from Effective Date through 24 months from Effective Date	\$ 67,645.19	HXT
24 months from Effective Date through 36 months from Effective Date	\$ 69,674.55	HXT

TOTAL SUPPORT FEES: \$ **202,994.68** USD

The Annual Support Fee is an annual fee to be paid on a yearly basis. Payment of the first Annual Support Fee set forth above is due fifteen (15) days from date of Invoice from Infor. Annual Support Fees for all other periods are due and payable per the terms of the Agreement. The parties understand that the current support fees noted in this Addendum are limited to this three (3) year period which is subject to TABOR limitations. The support fee for any possible future agreements will be negotiated at that time.

3. The Annual Support Fees set forth above shall apply only to the items set forth on the attached Exhibit I. If Licensee licenses additional Software and/or users during the maintenance renewal periods specified above, the annual support fee will increase in an amount to be agreed upon by the parties.
4. The parties agree the fees specified above are offered by Infor solely in reliance upon Licensee’s commitment to renew annual maintenance services through the last maintenance renewal period specified above. The three-year maintenance renewal period specified herein is a binding term, and support services may not be canceled during this time.
5. Licensee warrants, represents and agrees that the prices, terms, and conditions contained in this Addendum shall not be disclosed by Licensee to any third party and are to be maintained as Infor’s “Confidential Information” pursuant to the terms of the Agreement subject to disclosures required by court order or Colorado Statutes, specifically the Colorado Open Records Act.
6. Licensee will be bound to pay Infor the Annual Support Fees listed above only to the extent funds are appropriated to purchase such support services. In this regard, Licensee hereby covenants and agrees, at all times during the term of this Addendum, that it will exert all reasonable, good faith efforts, and do all things lawfully

necessary and proper, to obtain sufficient funding from which payments for services hereunder may be made. In the event sufficient funds are not appropriated and budgeted or are otherwise legally unavailable by any means whatsoever in any period listed above, then Licensee will immediately notify Infor of such occurrence and Infor may notify Licensee that this Addendum will expire effective on the last day of the period for which payment was received.

**Infor (US), Inc.**

**Licensee: City of Englewood**

By \_\_\_\_\_

By \_\_\_\_\_

Name Printed: Patricia Elias

Name Printed \_\_\_\_\_

Title: Associate General Counsel

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit 1 to the Addendum**

List of Component Systems Subject to Addendum:

<u>Description</u>	<u>Quantity</u>	<u>User Restrictions</u>
Infor EAM Enterprise Edition -- Oracle	13	N/A
Infor EAM Enterprise Edition Hosted	13	MO
Infor EAM Enterprise Edition Mobile	1	N/A
Infor EAM Enterprise Edition Mobile Hosted	1	MO
Infor EAM Enterprise Edition Requestor	3	N/A
Infor EAM Enterprise Edition Requestor Hosted	3	MO
Infor EAM Enterprise Edition Barcoding	1	N/A
Infor EAM Enterprise Edition Web Services Connector Hosted	1	MO
Infor EAM Enterprise Edition Web Services Connector License	2	N/A
Infor EAM Asset Sustainability Edition Web Services Toolkit	1	N/A
Infor EAM Enterprise Edition Calibration	1	MO
Infor EAM Enterprise Edition Calibration Hosted	1	NU
Infor EAM Enterprise Edition Advanced Reporting Author	5	DA
Infor EAM Energy Performance Management Module	1	