

**Agenda for the  
Regular Meeting of the  
Englewood City Council  
Tuesday, September 2, 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 August 18, 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.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.
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9. Consent Agenda Items
  - a. Approval of Ordinances on First Reading.
  - b. Approval of Ordinances on Second Reading.
    - i. Council Bill No. 45, authorizing amendments to Title 16: Unified Development Code regarding small lot development standards.
  - c. Resolutions and Motions.
    - i. Recommendation from the Community Development Department to approve a resolution establishing hearing procedures for land use appeals. **Staff Source: Brook Bell, Planner II.**
10. Public Hearing Items. (None Scheduled)
11. Ordinances, Resolutions and Motions.
  - a. Approval of Ordinances on First Reading.
    - i. Council Bill No. 49 – Recommendation from the Finance and Administrative Services Department to approve a bill for an ordinance amending the NonEmergency Retirement Plan document to correctly define “spouse” for the purpose of complying with federal tax laws and the Colorado Civic Union Act. **Staff Source: Frank Grylewicz, Director of Finance and Administrative Services.**
    - ii. Council Bill No. 50 – Recommendation from the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee to approve a bill for an ordinance authorizing an intergovernmental agreement with the U.S. Geological Survey to conduct mineralogical characterization and metal-recovery leaching studies on wastewater biosolids. **Staff Source: Stewart H. Fonda, Director of Utilities and Jim Tallent, Treatment Division Manager.**
  - b. Approval of Ordinances on Second Reading.
  - c. Resolutions and Motions.
    - i. Recommendation from the Parks and Recreation Department to approve, by motion, the bid for the replacement of the landscaping in the South Broadway medians. Staff further recommends awarding the contract to the lowest acceptable bidder, Terracare Associates, LLC in the amount of \$48,530. **Staff Source: Dave Lee, Open Space Manager.**

12. General Discussion.
  - a. Mayor's Choice.
  - b. Council Members' Choice.
    - i. Resolution appointing Michael Flaherty as acting City Manager effective August 29, 2014 through September 14, 2014.
    - ii. Resolution appointing Eric Keck as City Manager of the City of Englewood effective September 15, 2014.
13. City Manager's Report.
14. City Attorney's Report.
15. Adjournment.

## BY AUTHORITY

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

COUNCIL BILL NO. 45  
 INTRODUCED BY COUNCIL  
 MEMBER WILSON

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 or 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 [7]</u>	<u>None</u>	<u>40</u>	<u>25 [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 [7]</u>	<u>None</u>	<u>40</u>	<u>25 [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> 40	40	32	<del>25</del> 15	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.

A Public Hearing was held on August 4, 2014.

Read by title and passed on final reading on the 2nd day of September, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 5<sup>th</sup> day of September, 2014.

Published by title on the City's official website beginning on the 3<sup>rd</sup> day of September, 2014 for thirty (30) days.

This Ordinance shall take effect thirty (30) days after publication following final passage.

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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> September 2, 2014	<b>Agenda Item:</b> 9 c i	<b>Subject:</b> A Resolution Approving the Establishment of Hearing Procedures for Land Use Appeals to City Council
<b>Initiated By:</b> Community Development Department		<b>Staff Source:</b> Brook Bell , Planner II

### PREVIOUS COUNCIL ACTION

There has not been any previous Council action on the establishment of hearing procedures for land use appeals to City Council.

### RECOMMENDED ACTION

Staff recommends Council approve a resolution establishing hearing procedures for land use appeals to City Council.

### BACKGROUND AND ANALYSIS

EMC Table 16-2-2.1: Summary of Development Review and Decision-making Procedures, specifies the decision-making role of each body of City including: City Manager or Designee, Planning and Zoning Commission, City Council, and Board of Adjustment and Appeals. The table requires that appeals to Planning and Zoning Commission decisions on Conditional Use Permits, Nonconforming Lots, and Landmark Nonconforming Signs are to be heard by City Council.

EMC 16-2-18 (C) stipulates the process for appeals to Planning and Zoning Commission decisions that go to City Council; however, EMC 16-2-18 (C) does not specify the particular hearing procedures for appeals to City Council. This resolution clarifies the conduct of public hearing for appeals to City Council and reiterates the specific criteria for Council decisions on these appeals.

### FINANCIAL IMPACT

None

### ATTACHMENTS

Proposed Resolution

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION ESTABLISHING A HEARING PROCEDURE FOR LAND USE APPEALS TO THE CITY COUNCIL.

WHEREAS, certain decisions made by the Planning and Zoning Commission under Title 16 may be appealed to the City Council; and

WHEREAS, the hearing for such an appeal requires clear procedures to insure a fair hearing for all parties; and

WHEREAS, the hearing procedure is necessary to clearly set forth the standard and methodology to be used by the City Council; and

WHEREAS, the Planning and Zoning Commission seemed reluctant to be the final determining authority on these issues; and

WHEREAS, the Planning and Zoning Commission rejected having these matters go directly to District Court; and

WHEREAS, the Planning and Zoning Commission wanted City Council to review these issues but didn't want to hinder development by delays in the appeal; and

WHEREAS, a de novo review was selected over an arbitrary and capricious standard as having a more robust record, including testimony, would allow a court to uphold Council's decision more readily.

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

Section 1. Hearing Procedures for Appeals of Planning & Zoning decisions to Council:

1. All appeals to City Council shall be filed no more than thirty (30) days from the date of the Planning and Zoning Commission's final decision. (Date of approval of findings of fact) Council has no jurisdiction to hear an appeal filed after thirty days.
2. Council shall, at its next regular meeting, schedule a public hearing on the appeal. If Council fails to do so, the appeal shall be deemed granted by City Council.
3. Conduct of Public Hearings.
  - A. During the public hearing, the City Council shall hear any relevant evidence or statement provided by the appellant or its representative, by the City Manager or designee or any member of the staff, and by any person in attendance at the hearing. The City Council may, in its sole discretion, hear and consider any other relevant statement or evidence, written or oral.
  - B. The City Council shall cause its public hearing to be recorded. When a transcript of a public hearing is required, the person or entity requesting the transcription

shall pay the cost of the transcript. If the City Council acquires a copy of the transcription of the proceedings, its copy of the transcription shall be made available to any person at reasonable times for inspection and study. A written summary of the relevant testimony and evidence presented at the hearing may be utilized in place of the transcript if a transcript is not required. The testimony and record in the Planning and Zoning Hearing may be used in the City Council review.

- C. Continuing a Hearing. Once a hearing before City Council, has commenced, it may be continued to a later date for purposes of accepting additional testimony, or for preparation or submission of additional requested materials, or at the request of the appellant. A hearing for which proper notice was given may be continued to a later date without again complying with the notice was given may be continued to a later date without again complying with the notice requirements, provided that the continued hearing is set for a date certain and the date and time of the continued hearing is announced at the time of continuance.
- 4. The hearing shall be a *de novo* review based on the same criteria required by Title 16 of the Englewood Municipal Code and used by the Planning and Zoning Commission in making its decision. The City Council may also consider the record and testimony from the hearing before the Planning and Zoning Commission.
- 5. After the hearing, City Council shall approve, modify or reverse the Planning and Zoning Commission's decision.
- 6. City Council's findings and decision shall be in writing, and a copy of the written decision forwarded to the appellant.
- 7. Should City Council fail to make a written decision within forty-five (45) days of the conclusion of the hearing, the appeal shall be deemed approved by City Council. Written minutes of the hearing shall be sufficient for this decision.
- 8. Further appeals shall be by appropriate legal action pursuant to Rule 106 C.R.C.P.

Section 2. Specific Criteria for Council decisions for Conditional Use Permits 16-2-12(E) EMC.

- 1. Conditional uses shall only be approved if they promote the health, safety, and general welfare of the community, and are consistent with the Comprehensive Plan.
- 2. The use must be permitted as a conditional use in the zone district in which it is proposed to be located.

3. Taking into consideration any proposed mitigation measures, conditional use shall not create significant adverse impacts on either the existing development in the surrounding neighborhood or on any future development permitted by this Title. Significant adverse impacts include but are not limited to:
  - a. Significant increases in traffic generation and parking beyond what would be generated by a use-by-right;
  - b. Building heights or bulk planes that are significantly larger or more massive than those on nearby properties;
  - c. Lack of screening of parking, loading, traffic circulation, or outdoor activities; garbage collection facilities and storage;
  - d. Significant intrusions of noise, light, dust, or glare onto nearby properties;
  - e. Significant increases in burdens on housing, schools, public utilities, or governmental services beyond those that would be generated by a use-by-right; or
  - f. Hours of operation that begin significantly earlier or end significantly later than those on nearby properties.
4. The number of off-street parking spaces shall not be less than the requirements of Section 16-6-4 EMC.
5. The conditional use shall meet all other applicable provisions of the Englewood Municipal Code.
6. If the application is for a conditional use telecommunications tower or antenna, it shall also conform with any additional standards and requirements for such uses specified in Chapter 16-7 EMC, "Telecommunications".

Section 3. Specific Criteria for Council decisions for Nonconforming Lot – 16-9-4 EMC.

1. A nonconforming lot may be used only for a use permitted in the zone district in which the lot is located. The City Council may waive or modify lot coverage, lot area, bulk plane, height, setback, lot width, or other requirements for any nonconforming lot if 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. Development Review and Approval – 16-2-18 EMC. The same criteria used by the decision maker whose notice, order or decision is being appealed. An appeal of any decision under 16-2-2 and 16-2-17 EMC.

Section 4. Specific Criteria for Council decisions for Landmark 16-9-5 Nonconforming Signs:

The City recognizes that some nonconforming signs may hold cultural, historic or architectural significance to the citizens of the City. Nonconforming signs that have been damaged more than fifty percent (50%), as determined above, may be permitted to be reconstructed in a like manner.

- 1. Conditions for Application for Landmark Nonconforming Sign Reconstruction.
  - a. The nonconforming sign being reconstructed shall have been:
    - (1) Damaged more than fifty percent (50%).
    - (2) In continuous use since prior to the enactment of Ordinance No. 29, Series of 1982, on July 6, 1982, and
    - (3) Damaged not more than one hundred eighty (180) days prior to submittal for an Application for Landmark Nonconforming Sign Reconstruction.
  - b. The reconstructed sign shall:
    - (1) Not increase the nature or degree of nonconformity,
    - (2) Be placed on the same property, and
    - (3) Meet all other applicable standards and regulations of the City.
- 2. In approving the replacement of a damaged nonconforming sign the Commission shall find that the sign meets the conditions of application stated above, and:
  - a. Embodies distinguishing characteristics of an architectural type inherently valuable for a study of a period, style, method of construction, or craftsmanship; or
  - b. Exemplifies or reflects the broad cultural, economic or social history of the City.

Section 5. Criteria for Council decision for Appeals of Development Review and Approval Decisions not listed:

Any decision made under 16-2-2 through 16-2-17 EMC shall be appealed using the same criteria used by the decision maker whose notice, order or decision is being appealed as in 16-2-18(A) EMC.

ADOPTED AND APPROVED this 2nd day of September, 2014.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

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

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Loucrishia A. Ellis, City Clerk

## COUNCIL COMMUNICATION

<b>Date:</b> September 2, 2014	<b>Agenda Item:</b> 11 a i	<b>Subject:</b> Bill for an Ordinance adopting amendments to the City of Englewood NonEmergency Retirement Plan (NERP) Document
<b>Initiated By:</b> City of Englewood, Finance and Administrative Services Department	<b>Staff Source:</b> Frank Gryglewicz, Director	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City Council and staff has not discussed the changes incorporated in the attached bill for an ordinance.

### RECOMMENDED ACTION

Staff recommends City Council approve the attached bill for an ordinance making necessary changes to the NonEmergency Retirement Plan (NERP) Document.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The purpose of the attached bill for an ordinance is to amend the NERP to correctly define "spouse" for the purpose of complying with federal tax laws and the Colorado Civil Union Act.

The effective date of May 1, 2013 for the amendment allows the NERP to comply with the necessary the effective dates for federal tax laws and the Colorado Civil Union Act.

The amendment has no impact on retiree benefits other than identifying who is a spouse as required by federal and Colorado laws.

### FINANCIAL IMPACT

There is no financial impact to the NERP.

### LIST OF ATTACHMENTS

Explanation of NERP Amendment to Comply  
Proposed Bill for Ordinance.

EXPLANATION OF AMENDMENTS TO CITY OF ENGLEWOOD NONEMERGENCY EMPLOYEES  
RETIREMENT PLAN ("NERP") TO COMPLY WITH IRS NOTICE 2014-19 AND  
THE COLORADO CIVIL UNION ACT

**The Need for This NERP Amendment.** This NERP amendment is necessary to specify how the NERP accommodates differences in Colorado and federal laws defining "spouse." The NERP must correctly apply different definitions of "spouse" for different purposes. In the case of NERP provisions mandated by federal tax laws that refer to a "spouse" (e.g. NERP provisions addressing rollovers and minimum required distributions), the NERP may not include Colorado civil unions in the definition of "spouse," but must treat same-sex marriages in other states and countries as "spouses" according to IRS rules. In the case of NERP provisions that refer to "spouse" but are not mandated by federal tax law, the NERP must include Colorado civil unions in the definition of "spouse." IRS Notice 2014-19 states that amendments to satisfy federal tax law must be adopted no later than December 31, 2014 (with technical extensions into 2015 for certain situations). (For further discussion of why I believe the NERP must apply the Colorado Civil Union Act definition of "spouse" for provisions not mandated by federal tax law, see the paragraph below entitled **Note Regarding Application of the Colorado Civil Union Act to the NERP.**)

**Effective Date.** The May 1, 2013 effective date of this amendment is based on the following rationale: IRS Notice 2014-19 requires the effective date of section (a) of this amendment (regarding the definition of spouse for federal tax laws) to be no later than June 26, 2013 (or September 16, 2013 for same-sex spouses who do reside in a state that does not recognize their marriage but were validly married in another state or country). Section (b) of this amendment is based on the Colorado Civil Union Act, which took effect May 1, 2013. Because the difference between the IRS effective dates and the Colorado effective date is only a few months, it appears best to use same May 1, 2013 effective date for all of this definition in order to avoid unnecessary confusion. (Because some states authorized same-sex marriage before May 1, 2013, this effective date could be set earlier. Please advise if you wish to consider an effective date earlier than May 1, 2013, but an earlier effective could present additional complications.)

**Meaning of the NERP Amendment.** The Retirement Plan amendment assures the IRS that the Plan has been amended according to the requirements of IRS Notice 2014-19 to comply with the definition of "spouse" that Rev. Rul. 2013-17 mandates for applying federal tax laws, e.g., the minimum required distribution rules of NERP section 3-4-6-5 and the spousal rollover rules of NERP section 3-4-17-3. The amendment for the Colorado Civil Union Act creates new consent requirements under the NERP for parties to a Colorado civil union. This result is due to the NERP consent requirements that apply to "spouses" but are not mandated by federal tax law. Section 3-4-8-1 requires spouse consent to payment in a form other than a joint and survivor annuity, and section 3-4-8-7 requires spouse consent to a member's selection of a nonspouse beneficiary. This amendment means that the NERP must treat parties to a Colorado civil union as "spouses" for purposes of these spouse consent requirements.

**Note Regarding Application of the Colorado Civil Union Act to the NERP.** This amendment assumes that the NERP will apply the Colorado Civil Union Act to define "spouse" in circumstances where the NERP is not required to apply the federal tax law definition of "spouse." Although the Colorado Civil Union Act does not directly state that it applies to a retirement plan such as the NERP, the Act includes the following statements that appear to require the NERP to treat parties to a Colorado civil unions as "spouses":

- Parties to a civil union have the "rights, benefits, protections...as are granted to spouses" as derived from "statute, administrative or court rule, policy, common law, or any other source of law." [emphasis added]
- The applications of the Act "include but are not limited to"... naming a "beneficiary" under PERA and "survivor benefits under local firefighter and police pensions."

Based on these provisions, I conclude that it is advisable for the NERP to define "spouse" according to the Colorado Civil Union Act where federal tax law permits.

BY AUTHORITY

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

COUNCIL BILL NO. 49  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 2, SUBSECTION 2, OF THE ENGLEWOOD MUNICIPAL CODE 2000 PERTAINING TO THE CITY OF ENGLEWOOD NONEMERGENCY EMPLOYEES RETIREMENT PLAN AND TRUST AS AMENDED AND RESTATED EFFECTIVE DECEMBER 31, 2012.

WHEREAS, the Nonemergency Employees Retirement Plan changes were recommended by the Nonemergency Employees Retirement Board on August 12, 2014; and

WHEREAS, changes need to be made to the Nonemergency Employees Retirement Plan (NERP) to clarify language defining “spouse”; and

WHEREAS, the Nonemergency Employees Retirement Plan (NERP) must correctly define “spouse” for the purposes of complying with federal tax laws and the Colorado Civil Union Act; and

WHEREAS, the effective date of May 1, 2013 for the amendment allows the Nonemergency Employees Retirement Plan to comply with the necessary effective dates for federal tax laws and the Colorado Civil Union Act.

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 3, Chapter 4, Section 2, Subsection 2, entitled *Definitions* of the Englewood Municipal Code 2000, by the addition of a new paragraph CC, to read as follows:

**3-4-2-2: Definitions.**

Unless the context otherwise requires, the definitions and general provisions contained in this Subsection govern the construction of this restated Plan.

- A. *Accrued Benefit* means the benefit determined in accordance with Section 3-4-7 hereof.
- B. *Accumulated Contributions* means the sum of the Member's contributions to this Plan, credited with interest thereon at the rate of three and one-half percent (3.5%) per annum to the date payment of the Member's benefit commences.
- C. *Actuarial (or Actuarially) Equivalent* means equality in value of the aggregate amounts expected to be received under different forms of payment based on interest rate and mortality assumptions as defined below unless otherwise specifically provided in the Plan:

1. *Interest Rate Assumption for Alternative Periodic Benefits.* The interest rate used for purposes of computing alternative periodic forms of benefits shall be seven and one-half percent (7.5%) effective January 1, 1986.
2. *Interest Rate Assumption for Single-Sum Payments.* Effective for the calendar year beginning on January 1, 1986, and for each calendar year following sequentially thereafter, the interest rate used for purposes of computing single-sum payments shall be the immediate annuity rate (subject to adjustment as required for deferred annuities) used by the Pension Benefit Guaranty Corporation as of the January 1 coincident with or preceding the date as of which the amount of the alternative form of benefit is being determined hereunder.
3. *Mortality Assumption.*
  - a. Effective January 1, 2012, the mortality assumption for calculation shall be a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the 1994 group annuity mortality table. For the period July 1, 1999 to December 31, 2011, such mortality assumption shall be a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the 1983 group annuity mortality table. Prior to July 1, 1999, such mortality assumption shall be a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the 1971 group annuity mortality table.
  - b. Solely for purposes of Section 3-4-16-2, hereof, on and after January 1, 2012, the mortality assumption for calculation shall be a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the 1994 group annuity mortality table. In the case of distribution with annuity starting dates on or after December 31, 2002, the mortality table used to adjust any benefit or limitation under Code Section 415(b)(2)(B), (C), or (D) as set forth in Section 3-4-16-3 of the Plan is the table prescribed by Rev. Rul. 2001-62.
- D. *Beneficiary* means the person or persons who are so designated by the Member, or Vested Member, in accordance with Section 3-4-8-7, to receive any payment to which a Beneficiary may become entitled under this Plan.
- E. *Board or Retirement Board* means the Board appointed by the City Council and charged with the general administration of the Plan as set forth in Section 3-4-11-1 hereof.
- F. *City* means the City of Englewood, State of Colorado.
- G. *City Council* means the City Council of the City.
- H. *Code or Internal Revenue Code* means the Internal Revenue Code of 1986 26 USC (1986), as amended from time to time.
- I. *Compensation* means the total cash remuneration paid to a Member for a calendar year by the City for personal services while earning Credited Service as reported on the Member's income tax withholding statement or statements (Form W-2, or its subsequent equivalent), including longevity pay and excluding bonuses, extra pay, compensation time, overtime, lump-sum payments in lieu of accrued vacation time, sick leave, or personal leave, worker's compensation and any contribution by the City under this Plan, or the like, but including

any compensation that the Member has elected to have deferred under Section 457 and Section 125 of the Internal Revenue Code. Effective January 1, 1989, the amount of a Member's compensation for the purposes of the Plan during any Plan Year shall not exceed two hundred thousand dollars (\$200,000.00) subject to cost-of-living adjustments in accordance with Code Section 415(d).

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1996, the annual compensation of each "noneligible member" taken into account under the Plan shall not exceed the Omnibus Budget Reconciliation Act '93 annual compensation limit. The OBRA '93 annual compensation limit is one hundred fifty thousand dollars (\$150,000.00), as adjusted by the commissioner for increases in the cost of living in accordance with Code Section 401(a)(17)(b). The cost of living adjustment in effect for a calendar year applies to any period, not exceeding twelve (12) months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than twelve (12) months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12. A "noneligible member" is any Member who first became a Member in the Plan during a Plan Year beginning on or after January 1, 1996.

Effective January 1, 1989, through December 31, 1996, in determining the compensation of a Member for purposes of this limitation, the rules of Code Section 414(q)(6), shall apply, except in applying such rules, the term "family" shall include only the spouse of the Member and any lineal descendants of the Member who have not attained age 19 before the close of the year, effective January 1, 1989 through December 31, 1996, if, as a result of the application of such rules the adjusted annual compensation limitation is exceeded then the limitation shall be prorated among the affected individuals in proportion to each such individual's compensation as determined under this Subsection 2-10-2-2(i), of the Englewood Municipal Code prior to the application of this limitation. For purposes of calculating Compensation on or after January 1, 2002, the limitation under Code Section 401(a)(17) is increased to two hundred thousand dollars (\$200,000.00), as adjusted.

- J. *Credited Service* means the period of Service rendered by an Employee as a Member for which credit is allowed.
- K. *Disability* means a physical or mental condition which entitles the Member to receive a disability income under the long-term disability insurance contract maintained by the City.
- L. *Effective Date* This Plan was originally effective January 1, 1970 and has been amended and restated from time to time.
- M. *Employee* means any person employed by the City as a full-time, non-exempt, non-confidential, non-supervisory (hourly) employee who is covered by the overtime provisions of the Fair Labor Standards Act. For the purposes of this retirement Plan, police officers, paid firefighters, elected officials and temporary employees shall not be considered to be Employees. If a person who was excluded from this definition of Employee is later determined to have been misclassified or is reclassified, the person shall continue to be treated as not an Employee for all Plan purposes for periods prior to the date the person's classification is revised.

- N. *Exempt Employee* means an Employee having one of the following titles as defined by City Personnel Policies and Procedures: City Manager, Deputy City Manager, any Department Directors, Municipal Court Judge, City Attorney, and Assistant City Attorney. Effective January 1, 1988, "Exempt Employee" shall also include any managerial, supervisory or confidential employee as defined by City Personnel Policies and Procedures.
- O. *Final Average Monthly Compensation* means 1/36 of a Member's total Compensation during the thirty-six (36) consecutive full calendar months (determined without the inclusion of any Break in Service) within the last one hundred twenty (120) completed full calendar months of employment with the City which yield the highest average Compensation. In the event the Member was employed for fewer than thirty-six (36) consecutive full calendar months, such average monthly compensation shall be based on his Compensation for the thirty-six (36) successive full months during his last one hundred twenty (120) full calendar months of employment with the City that would yield the highest average, or his full period of such employment, if less than thirty-six (36) months. For purposes of calculating Final Average Monthly Compensation, a retroactive increase in a Member's Compensation shall be considered Compensation only for the calendar month for which the increase is paid (not for the month in which the payment occurs).
- P. *Insurance Company* means any insurance company or companies appointed by the City for long-term disability coverage, or as provided in Subsection 3-4-12-3 hereof.
- Q. *Leave of Absence* means any absence authorized by the Employer under such Employer's standard personnel practices, provided that all persons under similar circumstances must be treated alike in the granting of such Leave of Absence, and provided further that the Employee returns or retires within the period specified in the authorized Leave of Absence.
- R. *Member* means any person included in the membership of this Plan as provided in Section 3-4-3 hereof.
- S. *Normal Retirement Age* means age sixty-five (65).
- T. *Normal Retirement Date* means the first day of the calendar month coincident with or next following the sixty-fifth (65th) birthday of the Member.
- U. *Plan* means City of Englewood Nonemergency Employees Retirement Plan and Trust, as amended from time to time.
- V. *Plan Administrator* means the Retirement Board of the City.
- W. *Plan Year* means the calendar year starting January 1 and ending December 31.
- X. *Previous Plan* means the Plan (including the City of Englewood Retirement Plan and any predecessor plan(s) thereto) in force and effect for the period prior to December 31, 2012. Any reference herein to the Previous Plan as of a certain date or for a certain period shall be deemed a reference to the Previous Plan as then in effect.
- Y. *Retired Member* means a former Member whose employment terminated by reason of retirement according to Section 3-4-6-1, 3-4-6-2 or 3-4-6-3 and who is receiving or is entitled to receive, or whose Beneficiary or estate is entitled to receive, benefits under this Plan.

Z. *Retirement Benefit or Pension* means any Retirement Benefit provided for in Section 3-4-7 hereof.

AA. *Retirement Fund or Fund* means the "City of Englewood Nonemergency Employees Retirement Fund," maintained by the Retirement Board or in accordance with the terms of the Trust Agreement, amended from time to time, which constitutes a part of this Plan.

BB. *Service* means a person's period or periods of employment as an Employee used in determining eligibility or the amount of benefits as described in Section 3-4-4 hereof.

CC. Spouse. Effective May 1, 2013, spouse is defined as follows: (a) for purposes of federal tax laws applicable to this Plan, spouse is defined according to federal tax laws, including Rev. Rul. 2013-17 and subsequent regulations and rulings, and includes a spouse lawfully married under the laws of one of the 50 states, the District of Columbia, a U.S. territory or a foreign jurisdiction, regardless of whether the spouses remain residents of the state, territory or jurisdiction in which they were married; (b) for all other purposes, spouse is defined according to federal tax laws and, in addition, spouse is defined to include parties to a Colorado civil union.

DD. *Trustee* means any qualified and acting Trustee appointed by the City Council as Named Fiduciary for the investment and management of Plan assets, as provided in Section 3-4-12 hereof.

DEE. *Vested Member* means a former Member whose Credited Service has terminated by reason other than retirement or Disability, who has completed at least five (5) years of Credited Service and who is entitled to receive, or whose Beneficiary or estate is entitled to receive, benefits under this Plan. A Vested Member shall become a Retired Member upon the actual commencement of benefit payments.

Section 2. 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 3. 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 4. 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 5. 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 6. 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 2<sup>nd</sup> day of September, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 5th day of September, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 3rd day of September, 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 2nd day of September, 2014.

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Loucrishia A. Ellis

## COUNCIL COMMUNICATION

<b>Date</b> September 2, 2014	<b>Agenda Item</b> 11 a ii	<b>Subject</b> USGS Intergovernmental Agreement - L/E WWTP
<b>INITIATED BY</b> Littleton/Englewood Wastewater Treatment Plant - Supervisory Committee	<b>STAFF SOURCE</b> Stewart H. Fonda, Director of Utilities Jim Tallent, Treatment Division Manager	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council goal is to approve, by ordinance, the attached intergovernmental agreement. No previous Council action has been taken in this request.

### RECOMMENDED ACTION

Staff recommends Council approve a Bill for an Ordinance to enter into an Intergovernmental Agreement between U.S. Geological Survey (USGS) and Littleton/Englewood Wastewater Treatment Plant (L/E WWTP) to conduct mineralogical characterization and metal-recovery leaching studies (Project) on wastewater biosolids.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Wastewater biosolids are known to contain a variety of chemical elements produced from domestic, commercial and industrial sources in the L/E WWTP service area. Specifically, biosolids contain various metals which are monitored on a routine basis, following EPA regulations.

USGS has requested samples (about 3 pounds total) of L/E WWTP biosolids to evaluate whether these metals can be reclaimed and/or recycled. The Project needs to characterize biosolids samples from a variety of locations (i.e. different treatment plants) to evaluate the samples for metal recovery potential. USGS personnel will conduct chemical characterization and perform mineralogical characterization and metal-recovery leaching studies on these samples. Data gathered on the samples by the USGS will be published, but not necessarily during the time period of this agreement. Compilation of the data, will be provided to the L/E WWTP at a later date.

This collaboration supports the mission of the USGS Energy and Minerals Mission Area to provide impartial science and information for understanding the occurrence and distribution of national and global energy and mineral resources that may contribute to supplies, the potential environmental and other effects stemming from resource use, and the global supply and flow of non-fuel mineral commodities. This work is supported by the USGS Mineral Resources Program Metal and Mineral Commodities in the Built and Waste Stream Environments Project.

### FINANCIAL IMPACT

There is no financial impact to L/E WWTP, or the City with this study.

### LIST OF ATTACHMENTS

Proposed Bill for Ordinance

BY AUTHORITY

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

COUNCIL BILL NO. 50  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR AND THE CITY OF ENGLEWOOD, COLORADO ENTITLED USGS FACILITY USE/SERVICE AGREEMENT AUTHORIZED BY 15 USC 3710(A) AS AMENDED FOR WATER RESOURCES INVESTIGATIONS.

WHEREAS, the Wastewater biosolids are known to contain a variety of chemical elements produced from domestic, commercial and industrial sources in the Littleton/Englewood service area; and

WHEREAS, biosolids contain various metals which are monitored on a routine basis, following EPA regulations; and

WHEREAS, the L/E Wastewater Treatment Plant wishes to cooperate in a test of biosolids to evaluate whether these metals can be reclaimed and/or recycled; and

WHEREAS, the Project needs to characterize biosolids samples from a variety of locations, different treatment plants, to evaluate the samples of metal recovery potential; and

WHEREAS, USGS personnel will conduct chemical characterization and perform mineralogical characterizations and metal-recovery leaching studies on these samples; and

WHEREAS, the USGS Energy and Minerals Mission Area provides impartial science and information for understanding the occurrence and distribution of national and global energy and mineral resources that may contribute to supplies, the potential environmental and other effects stemming from resource use, and the global supply and flow of non-fuel mineral commodities; and

WHEREAS, this work is supported by the USGS Mineral Resources Program metal and Mineral Commodities in the Build and Waste Stream Environments Project; and

WHEREAS, the proposed ordinance authorizes an intergovernmental agreement entitled *USGS Facility Use/Service Agreement Authorized by 15 USC 3710(A) As Amended* between the U.S. Geological Survey (USGS) and the City to conduct mineralogical characterization and metal-recovery leaching studies (Project) on wastewater biosolids.

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

Section 1. The intergovernmental agreement "USGS Facility Use/Service Agreement Authorized By 15 USC 3710(A) As Amended", attached hereto as "Exhibit A," is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the intergovernmental agreement "USGS Facility Use/Service Agreement Authorized By 15 USC 3710(A) As Amended", for and on behalf of the City of Englewood, Colorado.

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

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 5<sup>th</sup> day of September, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 3<sup>rd</sup> day of September, 2014 for thirty (30) days.

---

Randy P. Penn, Mayor

ATTEST:

---

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 2nd day of September, 2014.

---

Loucrishia A. Ellis

USGS Agreement#: 14SWFUSAEWTPKS  
 OPA File #: FUSA14-3812

**USGS FACILITY USE/SERVICE AGREEMENT  
 AUTHORIZED BY 15 USC 3710 (A) AS AMENDED**

<b>1.</b>	<b>Name &amp; Address USGS Facility:</b> Kathleen Smith U.S. Geological Survey Crustal Geophysics and Geochemistry Science Center (GGCMRP0000) PO Box 25046, Denver Federal Center, MS 964D Denver, CO 80225-0046								
<b>2.</b>	<b>Name &amp; Address of Collaborator:</b> Littleton/Englewood Wastewater Treatment Plant (LEWWTP) 2900 S. Platte River Drive Englewood, CO 80110  Tax ID Number (TIN): _____								
<b>3.</b>	<b>Describe type of technical assistance to be furnished by USGS:</b> Personnel from the LEWWTP will provide three Class B biosolids samples to the USGS. USGS personnel will conduct chemical characterization, and perform mineralogical characterization and metal-recovery leaching studies on selected samples of interest. The USGS will provide a compilation of the data to the LEWWTP. Data gathered on the samples by the USGS will be published, but not necessarily during the time period of this agreement. The samples will be picked up by USGS personnel from LEWWTP. The USGS will not be required to return the samples once the study has been completed.								
<b>4.</b>	<b>Benefit of project work to USGS missions:</b> This collaboration supports the mission of the USGS Energy and Minerals Mission Area to provide impartial science and information for understanding the occurrence and distribution of national and global energy and mineral resources that may contribute to supplies, the potential environmental and other effects stemming from resource use, and the global supply and flow of non-fuel mineral commodities. This work is supported by the USGS Mineral Resources Program Metal and Mineral Commodities in the Built and Waste Stream Environments Project. The Project needs to characterize biosolids samples from a variety of locations to evaluate the samples for metal recovery potential.								
<b>5.</b>	<b>Collaborator explanation of how the specified research activity assists your company, program or project work:</b> Biosolids are known to contain a variety of chemical elements, and the collaborator has the need to characterize concentrations of chemical elements in their biosolids. Data generated by the USGS can be used to inform the characterization and evaluation of potential recovery of valuable metals.								
<b>6.</b>	<b>Project Term:</b> _____ <b>Delivery Date:</b> _____ The project will begin on the date of the final signature and end on September 30, 2015.								
<b>7.</b>	<b>Reimbursement/Cost Share:</b> There is no funding involved in this agreement. The USGS is providing in-kind services valued at \$450. The Collaborator is providing in-kind services valued at \$100.								
<b>8.</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><b>USGS Contacts:</b></td> <td style="width: 50%; border: none;"></td> </tr> <tr> <td style="border: none;">Technical POC</td> <td style="border: none;">Financial POC</td> </tr> <tr> <td style="border: none;">Kathleen Smith</td> <td style="border: none;">Stacy Briles, AO</td> </tr> <tr> <td style="border: none;">303-236-5788</td> <td style="border: none;">303-236-1705</td> </tr> </table>	<b>USGS Contacts:</b>		Technical POC	Financial POC	Kathleen Smith	Stacy Briles, AO	303-236-5788	303-236-1705
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<b>Collaborator Contacts</b>									
Technical POC	Financial POC								
Jim Tallent	Alicia Stutz, Procurement Specialist								
Littleton/Englewood WWTP	Finance/Admin Services, City of Englewood								

303-762-2610

303-762-2412

2900 S. Platte River Drive  
Englewood, CO 80110

1000 Englewood Parkway  
Englewood, CO 80110

**10. Terms of Agreement:**

- a) The Collaborator has determined that the capabilities of the above listed facility are unique and not readily available from the private sector.
- b) Scientific results will be provided on a "best efforts" basis by the USGS.
- c) **The USGS MAKES NO WARRANTIES ABOUT THE INFORMATION IT DELIVERS OR ITS USEFULNESS FOR A PARTICULAR PURPOSE.**
- d) The parties do not anticipate the development of any intellectual property (IP) as part of this agreement. However in the event that IP, which is defined as patents, copyrights, new inventions, or discoveries, is created in the course of the technical assistance, such IP shall be the property or joint property of the organization employing the respective individual(s) who made the invention or discovery. Any IP developed will be reported by the developer to his/her Technical Contact who will in turn notify the other party's Technical Contact.
- e) Collaborator/User understands that Government work will have priority over this project in the event that a scheduling conflict develops in the laboratory.
- f) Both the USGS and the Collaborator may utilize the generated information developed by the USGS in databases, papers, or as part of other scientific information.
- g) This Agreement may be cancelled on 30 days written notice by either party to the other.
- h) The Technical Contacts listed herein shall attempt to jointly resolve any disputes arising from the Agreement. Any dispute that they are unable to resolve shall be submitted to the Director of the USGS or his designee and the President or his designee of the Collaborator, for final resolution.
- i) The purposes of this Agreement and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent entity and not an agent or employee of the other party.
- j) The terms of this Facility Use Agreement are the only terms that govern the parties' agreement and the research/technical work to be completed by the USGS. The USGS is not bound by and does not accept any additional or supplemental terms or conditions contained in any Purchase Order or other document used by the Collaborator to order or pay for research services. Such documents are accepted by the USGS solely as a convenience to the Collaborator and are not intended to modify or expand the terms of the parties' agreement.

<b>U.S. Geological Survey</b>		<b>Collaborator</b>	
Name		Name Randy P. Penn	
Signature	Date	Signature	Date
Title		Title Mayor	

## COUNCIL COMMUNICATION

<b>Date:</b> September 2, 2014	<b>Agenda Item:</b> 11 c i	<b>Subject:</b> South Broadway Median Landscape Project
<b>Initiated By:</b> Department of Parks and Recreation		<b>Staff Source:</b> Dave Lee, Open Space Manager

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

A City that provides and maintains quality infrastructure. In 2008, City Council approved funding for the construction of landscaped medians on Broadway from Tufts Avenue to Grand Avenue.

### RECOMMENDED ACTION

Staff recommends that council approve, by motion, the bid for replacement of the landscaping in the South Broadway medians immediately south of Yale Avenue and Hampden Avenue to the lowest acceptable bidder Terracare Associates, LLC.

### BACKGROUND, ANALYSIS AND ALTERNATIVES IDENTIFIED

Work includes the removal of existing landscaping in two medians immediately south of the intersection of Hampden Avenue and South Broadway and removal of existing landscaping in two medians immediately south of the intersection at South Broadway and Yale Avenue. There will be installation of new landscaping, decorative mulching, and topsoil in all medians while protecting existing irrigation.

### FINANCIAL IMPACT

Funding for the landscape project is budgeted for in the 2014 Open Space Fund. The lowest acceptable bid amount is \$48,530 for landscaping the four medians on Broadway. This bid amount includes traffic control for the project.

### LIST OF ATTACHMENTS

Bid Tabulation Sheet  
Landscape Plan  
Contract

**City of Englewood Bid Tabulation Sheet**

Bid Opening: Thursday, August 14, 2014 2:00 PM MDT

**Apparent Low Bidder**

ITEM: ITB-14-016 South Broadway Medlans Landscaping Project

Contractor	Bid Bond Y/N	SOQ Y/N	Receipt of Addendum 1 Y/N	Landscaping	Traffic Control	Total Bid	Exceptions:
T2 Construction, Inc. 5235 W 59th Ave Unit H Arvada, CO 80003 303-432-8742							
Stewart Cameron - President	Y	Y	Y	\$51,494.00	\$10,000.00	\$61,494.00	
Dean's Sprinkler Service & Landscaping Inc 1980 W Quincy Ave Englewood, CO 80110 303-781-8676							Bid Bond to be brought in by 4:00pm Friday 15-Aug-14
Dean Cohen - Owner	N	Y	Y	\$104,500.00	\$15,500.00	\$120,000.00	
Colorado Designsapes, Inc. 15440 E Fremont Dr Centennial, CO 80112 303-721-9003							
Phillip Steinhauer - President	Y	Y	Y	\$75,268.00	\$14,500.00	\$89,768.00	
Canyon Landscape and Design, LLC 4131 S Natches Ct Unit C Sheridan, CO 80110 303-571-9000							
Robert Nowak	Y	Y	Y	\$58,025.00	\$5,900.00	\$63,925.00	
Terracare Associates, LLC 9742 Titan Park Cir Littleton, CO 80125 720-587-2520							
Brent Trujillo	Y	Y	Y	\$44,030.00	\$4,500.00	\$48,530.00	
Grandview Landscape-Irrigation, Corp 14795 W 44th Ave Golden, CO 80403 303-277-0795							
Brad Reeder - President	Y	Y	Y	\$89,675.00	\$28,462.00	\$118,137.00	
RH Landscape & Sprinkler 42686 Saber Ln Parker, CO 80138 303-840-8211							
Richard Hancock - President	Y	Y	Y	\$92,025.00	\$11,000.00	\$103,025.00	

No.	Revision	Date	By
1	DRAFT	06/02/14	AJB

# SOUTH BROADWAY MEDIANS

## CITY OF ENGLEWOOD, CO



**SITE 1**  
 South Broadway Street  
 Yale Avenue - Bates Avenue



**SITE 2**  
 South Broadway Street  
 Hampden Avenue - Lehigh Avenue

**VICINITY MAPS**  
 nts



### SHEETS

- 01 COVER SHEET
- 02 GENERAL NOTES AND SCHEDULE
- 03 DEMOLITION PLAN - SITE 1
- 04 DEMOLITION PLAN - SITE 2
- 05 LANDSCAPE PLAN - SITE 1
- 06 LANDSCAPE PLAN - SITE 2
- 07 SITE DETAILS

**SOUTH BROADWAY MEDIANS**  
**CITY OF ENGLEWOOD**  
**COVER SHEET**



CITY OF ENGLEWOOD

CALL UTILITY NOTIFICATION  
 CENTER OF COLORADO  
 811  
 CALL 3 BUSINESS DAYS IN ADVANCE  
 BEFORE YOU DIG, GRADE, OR EXCAVATE  
 FOR THE MARKING OF UNDERGROUND  
 MEMBER UTILITIES

DRAFT

NOT FOR  
 CONSTRUCTION

DATE: 06/02/2014  
 JOB NUMBER: -  
 SCALE: AS NOTED

SHEET  
 01

# GENERAL NOTES

1. THIS PROJECT CONSISTS OF TWO SEPARATE LOCATIONS (SITE 1 AND SITE 2) ON BROADWAY STREET WITHIN THE CITY OF ENGLEWOOD WHERE WORK WILL BE COMPLETED TO REPLANT MEDIANS.
2. IN CASE OF DISCREPANCY IN DRAWINGS OR PROJECT SPECIFICATIONS, THE MATTER SHALL BE IMMEDIATELY SUBMITTED TO THE CITY'S REPRESENTATIVE IN WRITING. THE CONTRACTOR SHALL NOT TAKE ADVANTAGE OF ANY APPARENT ERROR OR OMISSION ON THE DRAWINGS OR IN THE SPECIFICATIONS. ENGLEWOOD PARKS AND REC WILL THEN MAKE SUCH CLARIFICATION AND INTERPRETATIONS AS MAY BE DEEMED NECESSARY FOR THE CONTRACTOR TO FULFILL THE INTENT OF THE CONTRACT.
3. IN ALL MEDIAN SHRUB / PERENNIAL PLANTING AREAS, PROVIDE WEED CONTROL FABRIC DIRECTLY ON SOIL SURFACE, PRIOR TO MULCHING OF PLANT BEDS. OVERLAP FABRIC EDGES A MINIMUM OF 6" AND STAPLE ALL EDGES EVERY 36" O.C. CUT RINGS IN FABRIC (2x SIZE OF ROOTBALL) TO OUTLINE SHRUB DRIPLINES.
4. THE EXISTING IRRIGATION SYSTEM SHALL BE INSPECTED AND TESTED BY THE CONTRACTOR DURING THE TOPSOIL REMOVAL STAGE. THE EXISTING IRRIGATION SYSTEM SHOULD BE MAINTAINED IN ITS CURRENT CONDITION WHERE POSSIBLE AND UTILIZED FOR THE RENOVATED AREAS. IF THE CURRENT EXISTING IRRIGATION SYSTEM IS DETERMINED TO BE UNSATISFACTORY, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY OF ENGLEWOOD TO DETERMINE REPLACEMENT OPTIONS.
5. THE CONTRACTOR SHALL REPLACE IN KIND ANY IRRIGATION SYSTEM COMPONENT THAT IS DISTURBED OR DAMAGED DURING CONSTRUCTION.

# PLANT SCHEDULE

ALL MEDIANS						
KEY	QTY	COMMON NAME	BOTANICAL NAME	SIZE	SPACING	WATER USE
<b>DECIDUOUS TREE</b>						
CRA CRU	4	THORNLESS COCKSPUR HAWTHORN	<i>CRATAEGUS CRUS-GALLI INERMIS</i>	2" CAL.	PER PLAN	LOW
PYR CAL	3	'CHANTICLEER' PEAR	<i>PYRUS CALLERYANA 'CHANTICLEER'</i>	2" CAL.	PER PLAN	LOW
QUE ROB	11	'FASTIGIATA' ENGLISH OAK	<i>QUERCUS ROBUR 'FASTIGIATA'</i>	2" CAL.	PER PLAN	LOW
<b>SHRUBS</b>						
CAR CLA	118	'FIRST CHOICE' BLUE MIST SPIREA	<i>CARYOPTERIS X CLANDONENSIS 'FIRST CHOICE'</i>	#5	2' O.C.	LOW
COR SER	10	'ISANTI' DOGWOOD	<i>CORNUS SERICEA 'ISANTI'</i>	#5	4' O.C.	MEDIUM
CHA MIL	10	FERNBUSH	<i>CHAMAEBATIARIA MILLEFOLIUM</i>	#5	4' O.C.	VERY LOW
<b>PERENNIALS</b>						
OEN MAC	92	'COMANCHE CAMPFIRE' EVENING PRIMROSE	<i>OENOTHERA MACROCARPA 'COMANCHE CAMPFIRE'</i>	#1	12" O.C.	MED
HEM CAL	65	LAVENDER DAYLILY	<i>HEMEROCALLIS 'PRAIRIE BLUE EYES'</i>	#1	18" O.C.	LOW
LAV ANG	311	'HIDCOTE' DEEP BLUE LAVENDER	<i>LAVANDULA ANGUSTIFOLIA 'HIDCOTE'</i>	#1	12" O.C.	LOW
SAL PAC	32	MOJAVE SAGE	<i>SALVIA PACHYPHYLLA</i>	#1	24" O.C.	LOW
STO LAE	276	STOKES ASTER	<i>STOKESIA LAEVIS</i>	#1	12" O.C.	MED
LEU SUP	59	'ALASKAN' SHASTA DAISY	<i>LEUCANTHEMUM X SUPERBUM 'ALASKA'</i>	#1	24" O.C.	LOW
<b>GRASSES</b>						
PEN ALO	154	'LITTLE BUNNY' DWARF FOUNTAIN GRASS	<i>PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'</i>	#1	12" O.C.	LOW
PAN VIR	119	'HEAVY METAL' SWITCHGRASS	<i>PANICUM VIRGATUM 'HEAVY METAL'</i>	#1	18" O.C.	LOW



No.	Revision	Date	By
1	DRAFT	06/02/14	AJB

SOUTH BROADWAY MEDIANS  
 CITY OF ENGLEWOOD  
 GENERAL NOTES & SCHEDULE



CALL UTILITY NOTIFICATION  
 CENTER OF COLORADO  
 811  
 CALL 3 BUSINESS DAYS IN ADVANCE  
 BEFORE YOU DIG, GRADE, OR EXCAVATE  
 FOR THE MARKING OF UNDERGROUND  
 MEMBER UTILITIES

**DRAFT**  
 NOT FOR  
 CONSTRUCTION

DATE: 06/02/2014  
 JOB NUMBER: -  
 SCALE: AS NOTED

**SHEET**  
**02**

No.	Revision	Date	By
1	DRAFT	06/02/14	AJB

**SOUTH BROADWAY MEDIANS  
CITY OF ENGLEWOOD  
DEMOLITION PLAN**

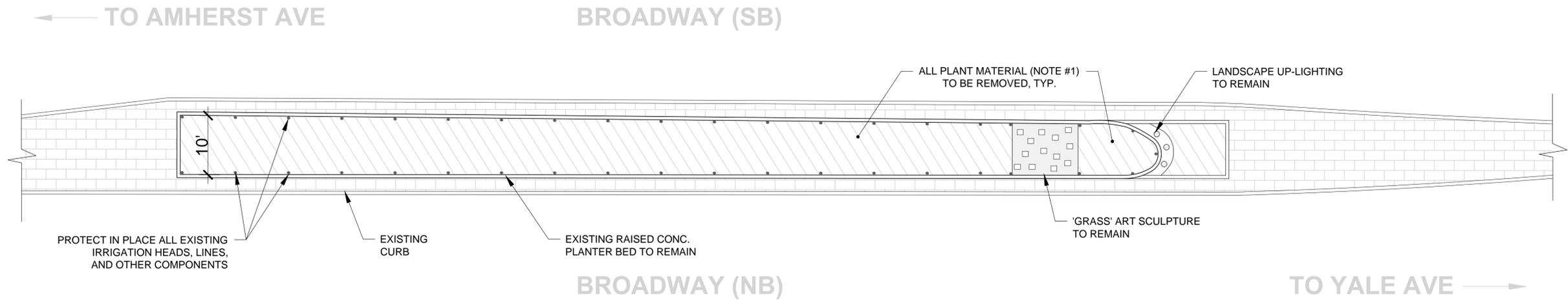


CALL UTILITY NOTIFICATION  
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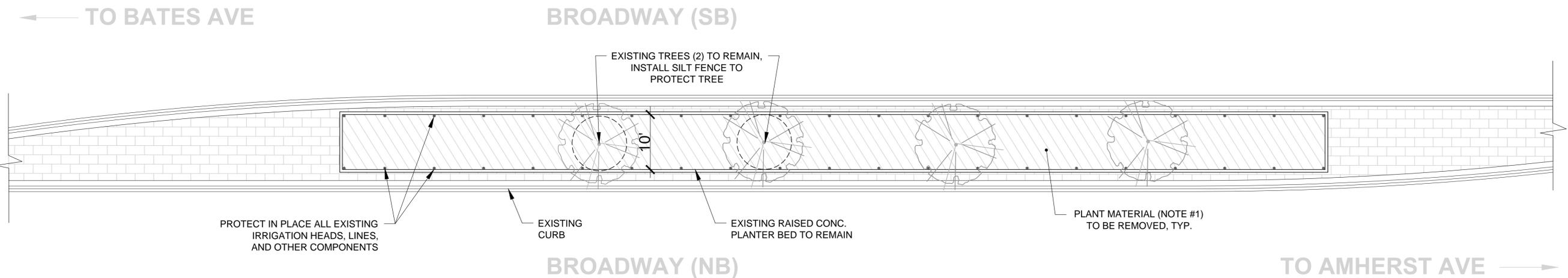
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NOT FOR  
CONSTRUCTION

DATE: 06/02/2014  
 JOB NUMBER: -  
 SCALE: AS NOTED



**MEDIAN #1**  
SCALE: 1" = 20'



**MEDIAN #2**  
SCALE: 1" = 20'

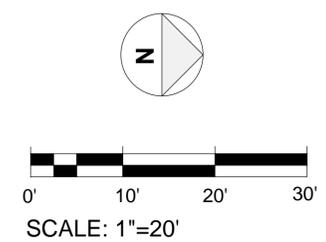
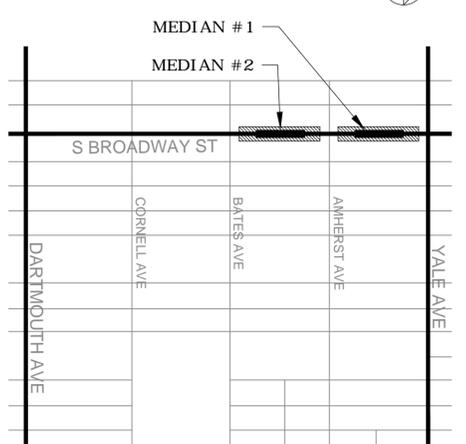
**LEGEND**

- LANDSCAPE BED - PLANT MATERIAL TO BE REMOVED
- EXISTING MEDIAN PAVING

**NOTES**

1. CLEAR AND GRUB ALL REMAINING PLANT MATERIAL (UNLESS NOTED OTHERWISE) WITHIN PLANTER BEDS.
2. REMOVE ALL REMAINING MULCH, WEED FABRIC, AND OTHER DEBRIS FROM PLANTER BEDS. WITHOUT DISTURBANCE OF EXISTING IRRIGATION LINES, REMOVE TOP 4" OF EXISTING TOPSOIL (TO BE REPLACED).
3. DAMAGE TO EXISTING IRRIGATION COMPONENTS (THAT ARE TO REMAIN) AS A RESULT OF WORK BEING PERFORMED BY THE CONTRACTOR WILL REQUIRE THE CONTRACTOR TO REPLACE THE DAMAGED COMPONENTS TO THE CURRENT CITY STANDARDS AT NO ADDITIONAL COST TO THE CITY.

**VICINITY MAP**



No.	Revision	Date	By
1	DRAFT	06/02/14	AJB

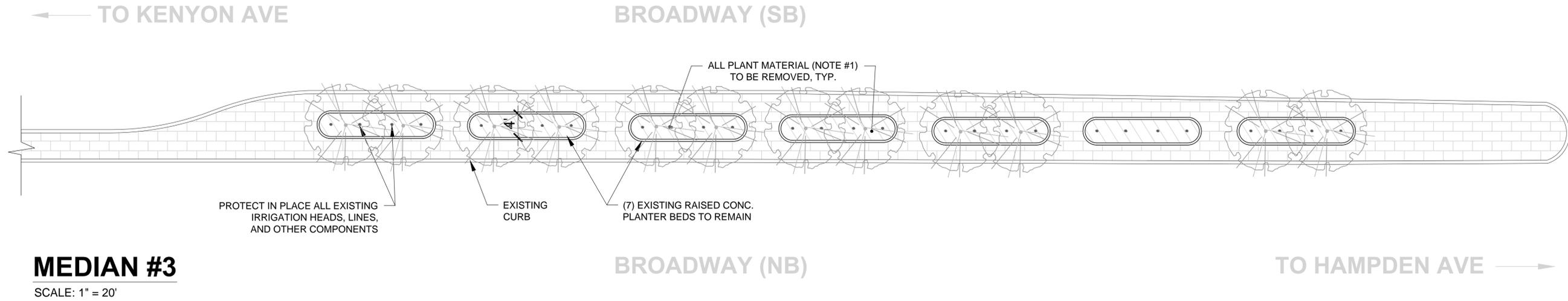
**SOUTH BROADWAY MEDIANS  
CITY OF ENGLEWOOD  
DEMOLITION PLAN**



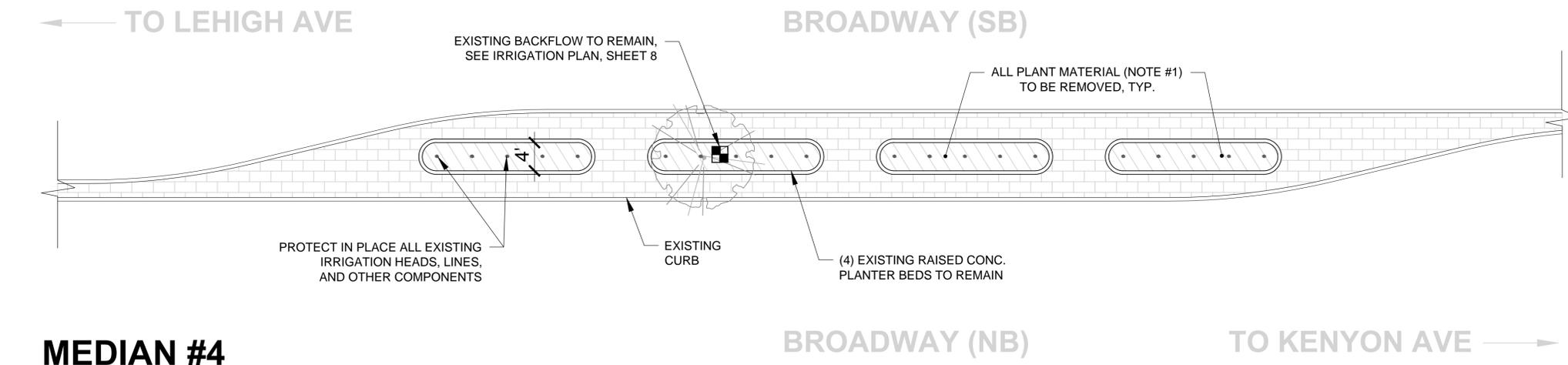
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 NOT FOR  
 CONSTRUCTION

DATE: 06/02/2014  
 JOB NUMBER: -  
 SCALE: AS NOTED



**MEDIAN #3**  
 SCALE: 1" = 20'



**MEDIAN #4**  
 SCALE: 1" = 20'

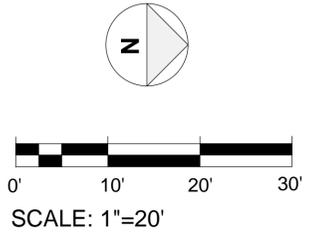
**LEGEND**

- LANDSCAPE BED - PLANT MATERIAL TO BE REMOVED
- EXISTING MEDIAN PAVING

**NOTES**

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**VICINITY MAP**



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1	DRAFT	06/02/14	AJB

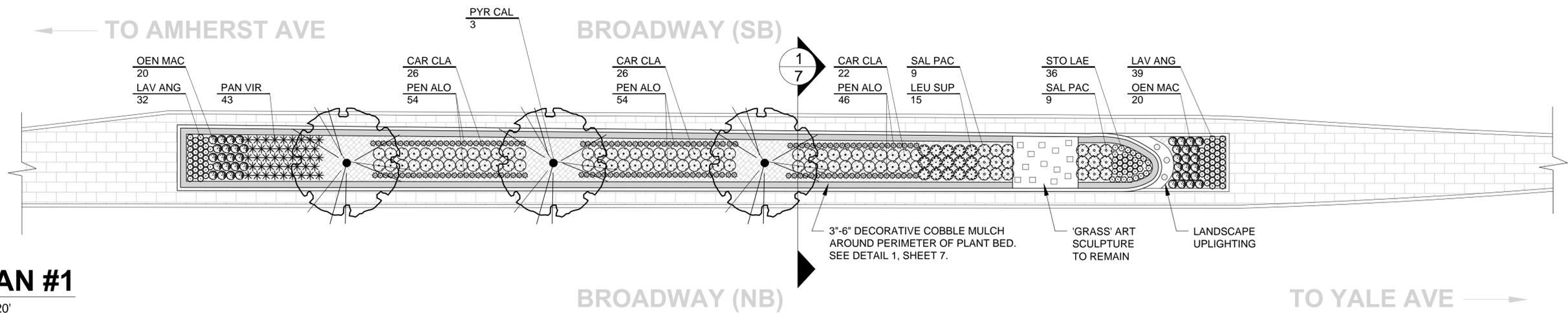
SOUTH BROADWAY MEDIANS  
CITY OF ENGLEWOOD  
LANDSCAPE PLAN



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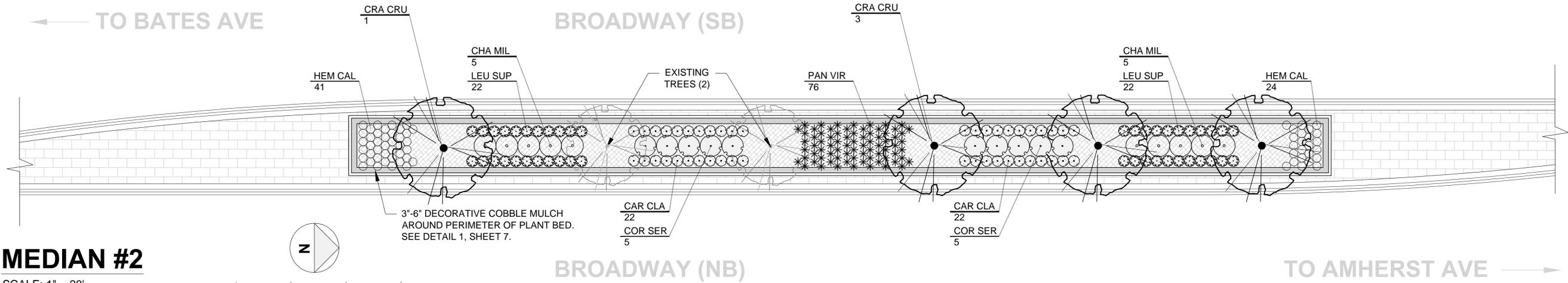
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SCALE: AS NOTED



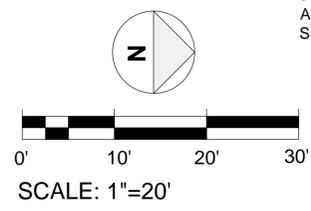
**MEDIAN #1**

SCALE: 1" = 20'



**MEDIAN #2**

SCALE: 1" = 20'



**LEGEND**

- 3/4" DECORATIVE COBBLE MULCH
- 3"-6" DECORATIVE COBBLE MULCH
- EXISTING MEDIAN PAVING

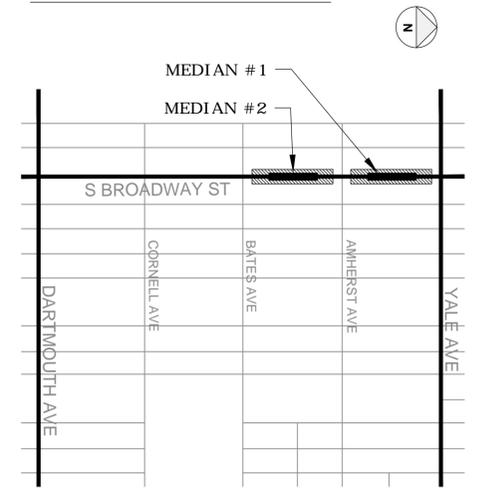
**NOTES**

1. TOPSOIL SHALL BE STRIPPED TO A MINIMUM DEPTH OF 4", AMENDED, AND BACKFILLED PER SPECIFICATIONS.
2. ALL TREES, SHRUBS, PERENNIALS SHALL BE GUARANTEED TO REMAIN ALIVE AND HEALTHY FOR A 12-MONTH PERIOD AFTER FINAL ACCEPTANCE REPLACEMENT COSTS SHALL BE AT THE EXPENSE OF THE CONTRACTOR.
3. ALL TREE AND SHRUB TAGS SHALL REMAIN ON THE PLANTS UNTIL THE TIME OF FINAL ACCEPTANCE.
4. ALL PLANT BED AREAS SHALL BE MULCHED WITH A 3/4" DECORATIVE COBBLE MULCH UNLESS OTHERWISE SPECIFIED ON THE PLANS.
5. PROVIDE WEED CONTROL FABRIC DIRECTLY ON SOIL SURFACE, PRIOR TO MULCHING OF PLANT BEDS. OVERLAP FABRIC EDGES A MINIMUM OF 6" AND STAPLE ALL EDGES EVERY 36" O.C. CUT RINGS IN FABRIC (2x OF ROOTBALL) TO OUTLINE SHRUB / PERENNIAL DRIPLINES.

**PLANT SCHEDULE**

MEDIANS #1 AND #2						
KEY	QTY	COMMON NAME	BOTANICAL NAME	SIZE	SPACING	WATER USE
<b>DECIDUOUS TREE</b>						
CRA CRU	4	THORNLESS COCKSPUR HAWTHORN	<i>CRAEAGUS CRUS-GALLI INERMIS</i>	2" CAL.	PER PLAN	LOW
PYR CAL	3	CHANTICLEER PEAR	<i>PYRUS CALLERYANA 'CHANTICLEER'</i>	2.5" CAL.	PER PLAN	LOW
<b>SHRUBS</b>						
CAR CLA	118	FIRST CHOICE BLUE MIST SPIREA	<i>CARYOPTERIS X CLANDONENSIS 'FIRST CHOICE'</i>	#5	2' O.C.	LOW
COR SER	10	ISANTI DOGWOOD	<i>CORNUS SERICEA 'ISANTI'</i>	#5	4' O.C.	MEDIUM
CHA MIL	10	FERNBUSH	<i>CHAMAEBATIARIA MILLEFOLIUM</i>	#5	4' O.C.	VERY LOW
<b>PERENNIALS</b>						
OEN MAC	40	COMANCHE CAMPFIRE EVENING PRIMROSE	<i>OENOTHERA MACROCARPA 'COMANCHE CAMPFIRE'</i>	#1	12" O.C.	MED
HEM CAL	65	LAVENDER DAYLILY	<i>HEMEROCALLIS 'PRAIRIE BLUE EYES'</i>	#1	18" O.C.	LOW
LAV ANG	71	HIDCOTE DEEP BLUE LAVENDER	<i>LAVANDULA ANGUSTIFOLIA 'HIDCOTE'</i>	#1	12" O.C.	LOW
SAL PAC	18	MOJAVE SAGE	<i>SALVIA PACHYPHYLLA</i>	#1	24" O.C.	LOW
STO LAE	36	STOKES ASTER	<i>STOKESIA LAEVIS</i>	#1	12" O.C.	MED
LEU SUP	59	ALASKAN SHASTA DAISY	<i>LEUCANTHEMUM X SUPERBUM 'ALASKA'</i>	#1	24" O.C.	LOW
<b>GRASSES</b>						
PEN ALO	154	LITTLE BUNNY DWARF FOUNTAIN GRASS	<i>PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'</i>	#1	12" O.C.	LOW
PAN VIR	119	HEAVY METAL SWITCHGRASS	<i>PANICUM VIRGATUM 'HEAVY METAL'</i>	#1	18" O.C.	LOW

**VICINITY MAP**



No.	Revision	Date	By
1	DRAFT	06/02/14	AJB

SOUTH BROADWAY MEDIANS  
CITY OF ENGLEWOOD  
LANDSCAPE PLAN

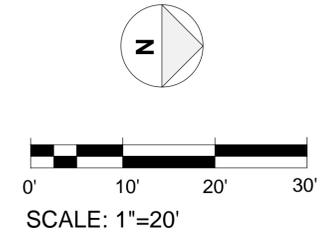
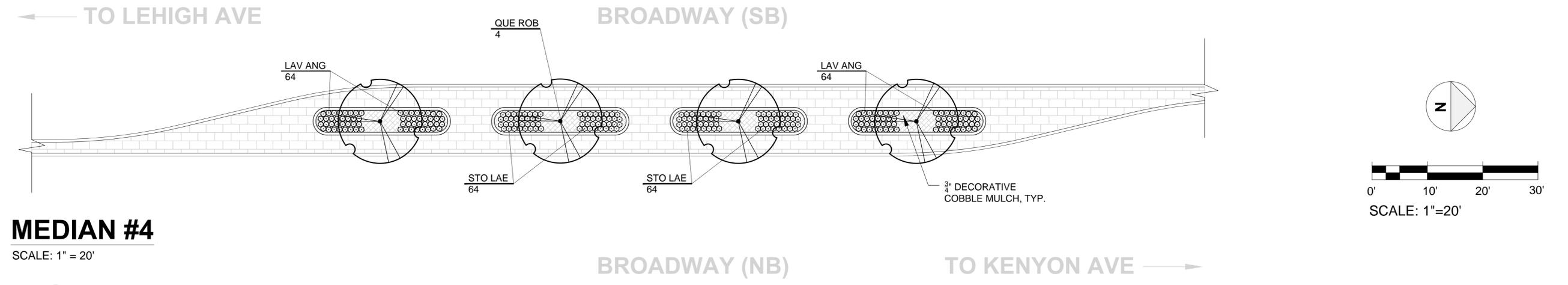
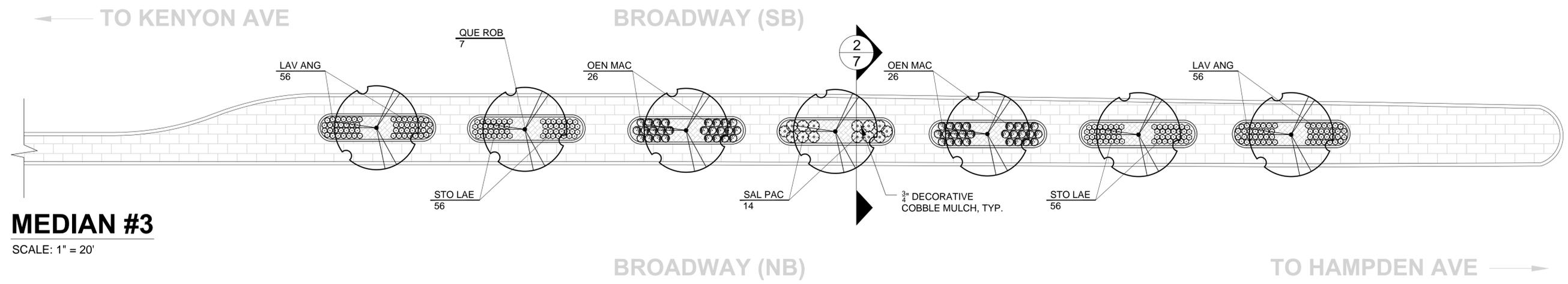


CALL UTILITY NOTIFICATION  
CENTER OF COLORADO  
811  
CALL 3 BUSINESS DAYS IN ADVANCE  
BEFORE YOU DIG, GRADE, OR EXCAVATE  
FOR THE MARKING OF UNDERGROUND  
MEMBER UTILITIES

**DRAFT**  
NOT FOR  
CONSTRUCTION

DATE: 06/02/2014  
JOB NUMBER: -  
SCALE: AS NOTED

**SHEET**  
**06**



**LEGEND**

- 3/4" DECORATIVE COBBLE MULCH
- 3"-6" DECORATIVE COBBLE MULCH
- EXISTING MEDIAN PAVING

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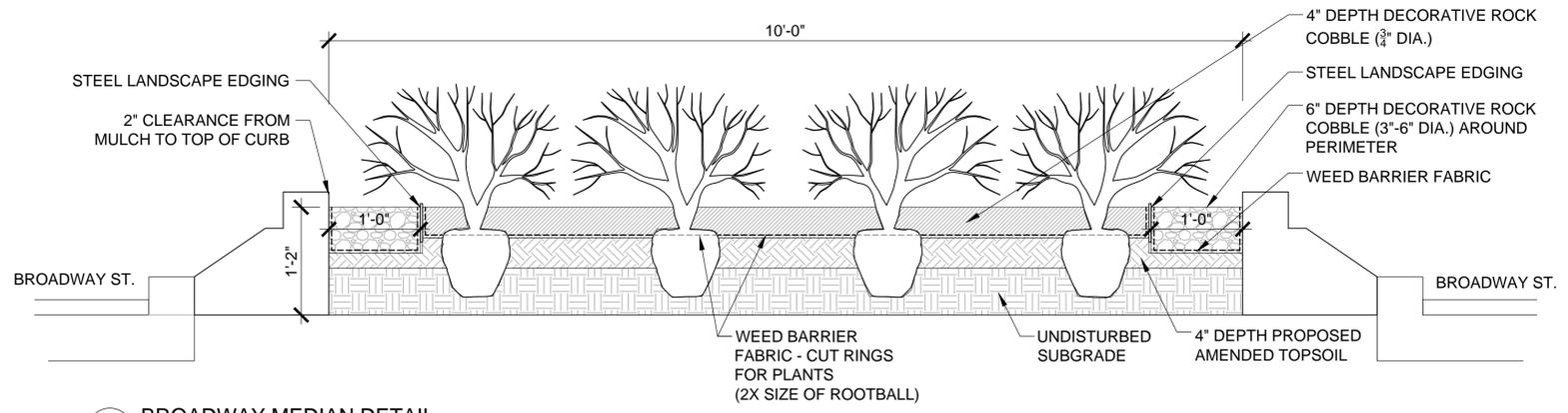
**PLANT SCHEDULE**

MEDIANS #3 AND #4						
KEY	QTY	COMMON NAME	BOTANICAL NAME	SIZE	SPACING	WATER USE
<b>DECIDUOUS TREE</b>						
QUE ROB	11	'FASTIGIATA' ENGLISH OAK	QUERCUS ROBUR 'FASTIGIATA'	2" CAL.	PER PLAN	LOW
<b>PERENNIALS</b>						
OEN MAC	52	COMANCHE CAMPFIRE' EVENING PRIMROSE	OENOTHERA MACROCARPA 'COMANCHE CAMPFIRE'	#1	12" O.C.	MED
LAV ANG	240	HIDCOTE' DEEP BLUE LAVENDER	LAVANDULA ANGUSTIFOLIA 'HIDCOTE'	#1	12" O.C.	LOW
SAL PAC	14	MOJAVE SAGE	SALVIA PACHYPHYLLA	#1	24" O.C.	LOW
STO LAE	240	STOKES ASTER	STOKESIA LAEVIS	#1	12" O.C.	MED

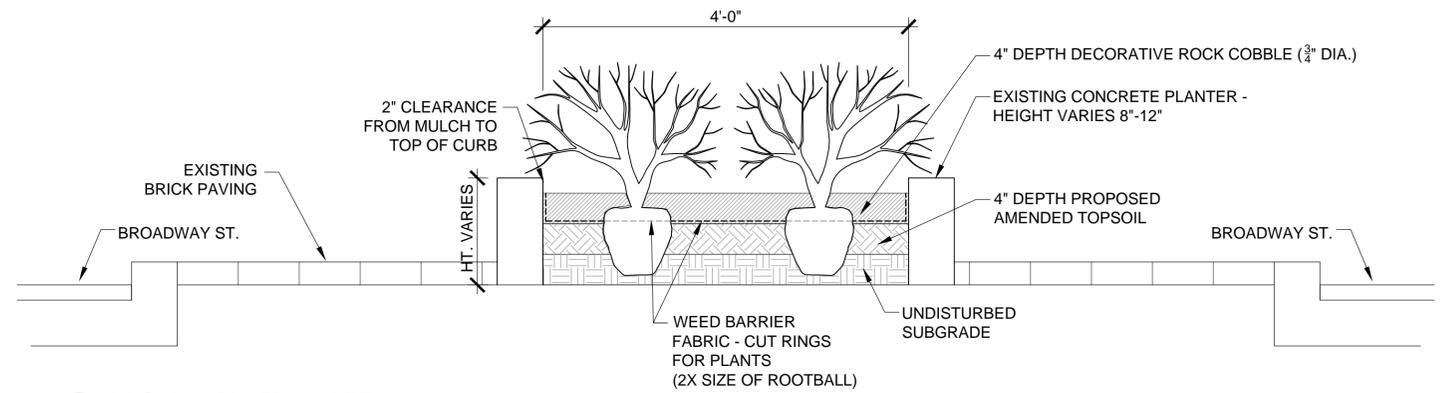
**VICINITY MAP**



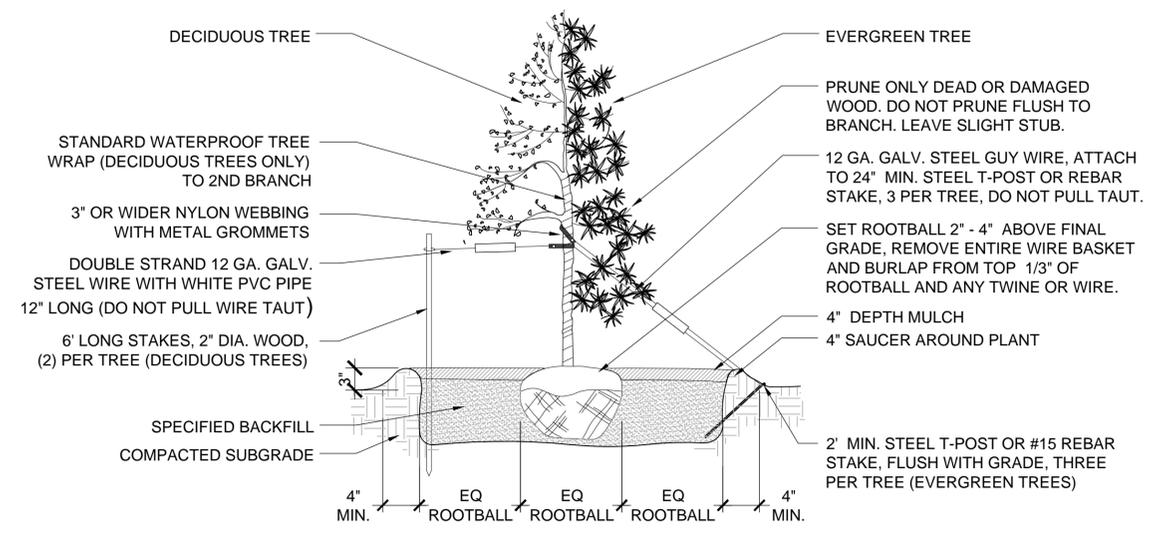
No.	Revision	Date	By
1	DRAFT	06/02/14	AJB



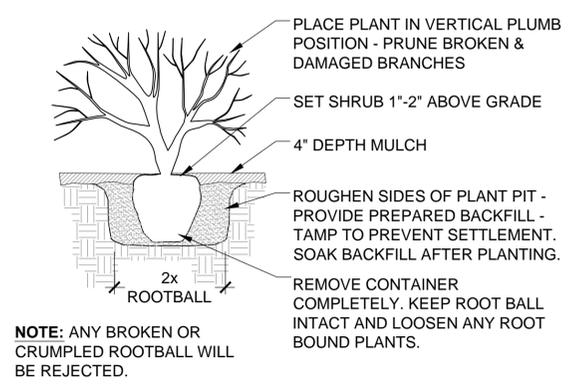
**1** BROADWAY MEDIAN DETAIL  
Yale Avenue - Bates Avenue  
NTS



**2** BROADWAY MEDIAN DETAIL  
Hampden Avenue - Lehigh Avenue  
NTS

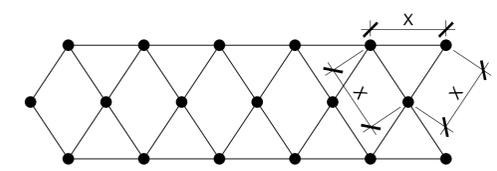


**3** TREE PLANTING DETAIL  
NTS



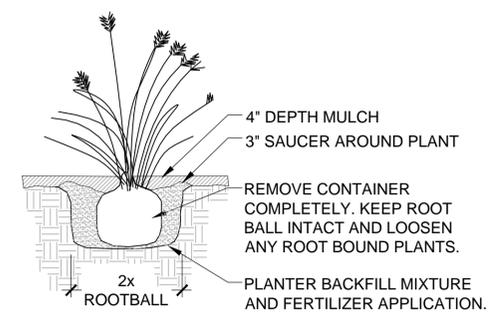
**NOTE:** ANY BROKEN OR CRUMPLED ROOTBALL WILL BE REJECTED.

**4** SHRUB PLANTING DETAIL  
NTS



**NOTES:**  
1. FOR DIMENSIONS OF 'X', SEE PLANT SCHEDULE.  
2. ALL SHRUB AND PERENNIAL PLANTINGS SHALL BE SPACED TRIANGULARLY AT THE DIMENSIONS INDICATED ON THE PLANT SCHEDULE.

**6** PLANT SPACING DETAIL  
NTS



**5** PERENNIAL PLANTING DETAIL  
NTS

SOUTH BROADWAY MEDIANS  
CITY OF ENGLEWOOD  
SITE DETAILS



CALL UTILITY NOTIFICATION CENTER OF COLORADO  
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**DRAFT**  
NOT FOR CONSTRUCTION

DATE: 06/02/2014  
JOB NUMBER: -  
SCALE: AS NOTED

## CONTRACT

### CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this 2<sup>nd</sup> day of September, 2014, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and Terracare Associates, LLC, whose address is 9742 Titan Park Circle Littleton, CO 80125, ("Contractor"), commencing on the 24<sup>th</sup> day of July, 2014, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: South Broadway Median Landscape Project

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

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

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

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

- Invitation to Bid
- Contract (this instrument)
- Insurance
- Performance Payment Maintenance Bond
- Technical Specifications
- Drawings sheets \_\_\_\_\_

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

- C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within **ten (10) days** from being notified to commence work by the Director of Parks & Recreation and agrees to fully complete said work by October 31, 2014, plus such extension or extensions of time as may be granted by the Director of Parks & Recreation in accordance with the provisions of the Contract Documents and Specifications.

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

Agreement/Contract: provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and Employees.

- E. Termination of Award for Convenience: The City may terminate the award at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event all finished or unfinished service, reports, material (s) prepared or furnished by the Contractor after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the Contractor will be paid that amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful firm agreed to perform under this award, less payments of compensation previously made. If the award is terminated due to the fault of the Contractor the clause relating to termination of the award for cause shall apply.
- F. Termination of Award for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the Contractor shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.

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

- G. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being Fourty eight thousand five hundred thirty (\$48,530). A 5% retainage of the awarded project amount will be withheld until final inspection and acceptance by the Project Manager.
- H. Appropriation of Funds: At present, \$48,530 \_\_\_\_\_ has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, the parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement/Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated. The City shall immediately notify the Contractor or its assignee of such occurrence in the event of such termination.

- I. **Assignment:** Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.
- J. **Contract Binding:** It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.
- K. **Contractors Guarantee:** The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of two (2) years from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of Parks & Recreation whose decision upon the matter shall be final and obligatory upon the Contractor.

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

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

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

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

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

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

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

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

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

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

CITY OF ENGLEWOOD

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

TERRACARE ASSOCIATES, LLC  
Contractor (print company name)

By: \_\_\_\_\_  
(Signature)  
DEAN MURPHY, PRESIDENT  
(Print name and Title)

Date: 8/26/14

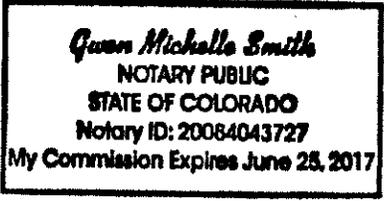
STATE OF CO  
COUNTY OF Douglas } ss.

On this 26<sup>th</sup> day of August, 2014 before me personally appeared Dean Murphy, known to me to be the President of Terracare Associates, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

My commission expires: 6/25/2017

NOTARY



RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPOINTING MICHAEL FLAHERTY AS ACTING CITY MANAGER IN THE ABSENCE OF THE CITY MANAGER.

WHEREAS, Gary Sears retired after 17 years with the City effective August 29, 2014; and

WHEREAS, it is anticipated that City Council will appoint a new City Manager concurrent with this temporary appointment; and

WHEREAS, the new City Manager may not be able to start the same date as Mr. Sears retires.

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

Section 1. The Englewood City Council hereby appoints Michael Flaherty as Acting City Manager for the period of August 29, 2014 until the start date of the new City Manager.

ADOPTED AND APPROVED this 2nd day of September, 2014.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

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

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPOINTING ERIC KECK AS CITY MANAGER FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, upon the announcement of Gary Sears retirement from public service, the City Council began the process of hiring a new City Manager; and

WHEREAS, the city manager search process was designed to be in compliance with C.R.S. 24-6-402(3.5); and

WHEREAS, on May 5, 2014 the City Council interviewed city manager search consultants at an open meeting; and

WHEREAS, Slavin Management Consultants was chosen to conduct the city manager search; and

WHEREAS, Slavin conducted individual interviews with the Council members to get an idea of traits and qualifications that were desired; and

WHEREAS, Slavin posted a job opening for the City Manager position on May 20, 2014; and

WHEREAS, March 17, 2014 Council held an executive session to discuss recruitment process for City Manager; and

WHEREAS, April 7, 2014 Council held an executive session to review sample version of City Manager recruitment flier and employment agreement; and

WHEREAS, May 19 Council held an executive session met with Slavin representative; and

WHEREAS, July 14 Council held an executive session to screen candidates and select finalists; and

WHEREAS, the six finalists were announced on August 7, 2014; and

WHEREAS, all citizens and members of the public have been welcomed to submit comments concerning the finalists; and

WHEREAS, City Council interviewed the six finalists on August 11, 2014; and

WHEREAS, Council held a reception to gather public input the evening of August 11, 2014; and

WHEREAS, Council met in executive session on August 12, 2014 to narrow the list to a finalist and an alternate; and

WHEREAS, Slavin was directed by Council to negotiate with Mr. Keck on August 12, 2014; and

WHEREAS, City Council announced that the City was negotiating with Mr. Keck for the position of City Manager on August 22, 2014 in accordance with C.R.S. 24-6-402(3.5); and

WHEREAS, Council has welcomed public input since naming the finalists and announcing Mr. Keck's name; and

WHEREAS, under authority of the Englewood Home Rule Charter, Article VII, Section 49 the City Council is empowered to appoint the City Manager who shall be the chief executive officer and head of the administrative branch of the City Government.

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

Eric A. Keck shall be and is hereby appointed City Manager, commencing September 15, 2014, for an indefinite term as provided in Article VII, Section 49 of the Englewood Home Rule Charter, and in accordance with the employment agreement which is hereby approved.

ADOPTED AND APPROVED this 2nd day of September, 2014.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

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

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk