

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, October 6, 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 September 15, 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.
 - a. A proclamation declaring the week of October 19 through 25, 2014 as National Save for Retirement Week.

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.

- b. Email from Chad Michels announcing his resignation from the Code Enforcement Advisory Committee.
- c. Email from Tristan Sedbrook announcing his resignation from the Alliance for Commerce in Englewood.

9. Consent Agenda Items

- a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 56 – Recommendation from the Parks and Recreation Department to adopt a bill for an ordinance authorizing an Intergovernmental Agreement to join the existing agreement for construction of drainage and flood control improvements and setting the contribution of 2014 funding for the project; and approving a partnership Memorandum of Understanding with the South Platte Working Group for the River Run Project. **Staff Source: Dave Lee, Manager of Open Space.**
- b. Approval of Ordinances on Second Reading.
- c. Resolutions and Motions.
 - i. Recommendation from the City Manager’s Office to approve a resolution authorizing the City of Englewood’s Regional City Application for participation in the Cities Combating Hunger Through Afterschool and Summer Meals Programs with the City of Denver. **Staff Source: Michael Flaherty, Deputy City Manager.**

10. Public Hearing Items. (None Scheduled)

11. Ordinances, Resolutions and Motions.

- a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 46 – Recommendation from the Public Works Department to approve a bill for an ordinance authorizing continuation of an Intergovernmental Agreement with the City of Cherry Hills Village for vehicle maintenance and repair. **Staff Source: Pat White, Fleet Manager.**
 - ii. Council Bill No. 47 – Recommendation from the Public Works Department to approve a bill for an ordinance authorizing continuation of an Intergovernmental Agreement with the City of Sheridan for vehicle maintenance and repair. **Staff Source: Pat White, Fleet Manager.**
 - iii. Council Bill No. 51 – Recommendation from the Department of Finance and Administrative Services to approve a bill for an ordinance establishing the 2014 Mill Levy to be collected in 2015. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**

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.

- iv. Council Bill No. 54 – Recommendation from the Department of Finance and Administrative Services to approve a bill for an ordinance adopting the City of Englewood Budget for Fiscal Year 2015. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**
 - v. Council Bill No. 55 – Recommendation from the Department of Finance and Administrative Services to approve a bill for an ordinance appropriating funds for the City of Englewood for Fiscal Year 2015. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**
 - vi. Council Bill No. 52 – Recommendation from the Department of Finance and Administrative Services to approve a bill for an ordinance adopting the Budget for the Littleton/Englewood Wastewater Treatment Plant for Fiscal Year 2015. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**
 - vii. Council Bill No. 53 – Recommendation from the Department of Finance and Administrative Services to approve a bill for an ordinance appropriating funds for the Littleton/Englewood Wastewater Treatment Plant for 2015. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**
 - viii. Council Bill No.57 – Recommendation from the Englewood Fire Department to adopt a bill for an ordinance authorizing the acceptance of grant from the Colorado Department of Public Health and Environment in the amount of \$48,669.87. **Staff Source: Andrew Marsh Fire Chief.**
 - ix. Council Bill No. 59 – Recommendation from the Englewood Fire Department to adopt a bill for an ordinance authorizing an intergovernmental agreement with the Metropolitan Area Communications Center Authority regarding a fire station location analysis study. **Staff Source: Andrew Marsh, Fire Chief.**
- b. Approval of Ordinances on Second Reading.
 - c. Resolutions and Motions
 - i. Recommendation from the Community Development Department to adopt a resolution authorizing the application for fiscal year 2015 Community Development Block Grant (CDBG) with Arapahoe County. **Staff Source: Harold Stitt, Senior Planner.**
 - ii. Recommendation from the Finance and Administrative Services Department to adopt a resolution authorizing the supplemental appropriation for funds to conduct a Fire Station location study in the amount of \$7,800. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**

12. General Discussion.
 - a. Mayor's Choice.
 - b. Council Members' Choice.
 - i. Council Bill No. 58, amending the Englewood Municipal Code pertaining to City Council Salaries.
13. City Manager's Report.
14. City Attorney's Report.
15. Adjournment.



PROCLAMATION

WHEREAS, the burden of funding retirement has shifted to the individual in the United States; and

WHEREAS, individuals must plan for the possibility of funding a retirement that may last longer than previous generations; and

WHEREAS, individuals may not be taking full advantage of their workplace defined contributions plans; and

WHEREAS, individuals may not be aware of additional retirement savings opportunities available to them; and

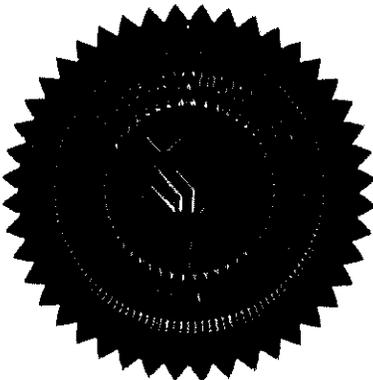
WHEREAS, all workers, including public and private sector employees, employees of tax-exempt organizations and self-employed individuals can benefit from increased awareness of the need to save for retirement;

NOW THEREFORE, I, Randy P. Penn, Mayor of the City of Englewood, Colorado, hereby proclaim **the week of October 19th through 25th, 2014** as:

NATIONAL SAVE FOR RETIREMENT WEEK

in the City of Englewood, Colorado.

GIVEN under my hand and seal this 6th day of October, 2014.



Randy P. Penn, Mayor

Lindsay Von Colditz

Subject: FW: CEAC September 17, 2014 Agenda.docx

----- Original message-----

From: Chad Michels

Date: Mon, Sep 15, 2014 4:01 PM

To: Michael Flaherty;

Subject: RE: CEAC September 17, 2014 Agenda.docx

Michael,

I thought this was for ACE and not CEAC. I did not want to be a member of this committee. Please remove me from this committee. Sorry, but I just do not have the time for multiple committee's, I have a 4 month old child at home and a full time job.

Thanks,

Chad

Lindsay Von Colditz

Subject: FW: ACE Resignation

From: Tristan Sedbrook

Sent: Wednesday, September 17, 2014 8:57 AM

To: Julie Bailey

Subject: RE: ACE Resignation

After a great deal of thought and gratitude, I respectfully remove myself from the ACE. I feel I can better serve Englewood professionally through my continued efforts at bringing retail and office tenants into the area's available lease space, procuring buyers for Englewood commercial properties and securing commercial listings with hopes of attracting redevelopment, renovation and other opportunities for growth. As a resident and area professional, my goal is to continue helping make our community a success -- whatever that definition may be.

I'm sure the ACE committee will find its footing and gain traction in the months ahead. I do appreciate City Council considering me a resource.

My best,

Tristan Sedbrook

Fuller Real Estate



7921 Southpark Plaza, #108

Littleton, CO 80120

(720) 287-5417 direct line

(303) 534-9021 fax

COUNCIL COMMUNICATION

Date	Agenda Item	Subject
October 6, 2014	9 a i	River Run Drainage and Flood Control Intergovernmental Agreement and Memorandum of Understanding
Initiated By Department of Parks and Recreation		Staff Source Dave Lee, Manager of Open Space

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

A City that provides diverse cultural, recreational and entertainment opportunities.

A safe, clean, healthy and attractive City.

A progressive City that provides responsive and cost efficient services.

- September 15, 2014 – Staff provided City Council an update on the River Run Intergovernmental Agreement, the Memorandum of Understanding and the Project Implementation Plan.
- March 3, 2014 – A resolution appropriating funding for the River Run Project in the amount of \$100,000 was approved by City Council.
- January 21, 2014 – The South Platte Working Group provided a presentation to City Council regarding the scope of the River Run Project.
- August 8, 2013 – Staff provided City Council with an update on the River Run Project.
- August 15, 2011 – Intergovernmental Agreement with Arapahoe County accepting grant funding for the Riverside Trailhead Design.

RECOMMENDED ACTION

Staff recommends City Council adopt a bill for an ordinance to approve an Intergovernmental Agreement joining the existing agreement for construction of drainage and flood control improvements; setting the City's contribution of 2014 funding for the project; and approving a partnership Memorandum of Understanding with the South Platte Working Group for the River Run Project.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The South Platte Working Group is a consortium of interested parties whose goal is to make improvements along the South Platte River from C-470 south to the Englewood city limits on the north. The intent is to provide better accessibility to the river for recreational use. Some of the parties included in this group are the City of Englewood, the city of Sheridan, the City of Littleton, Arapahoe County, South Suburban Parks and Recreation District, the Colorado Water Conservation Board, Urban Drainage and Flood Control District, the Army Corp of Engineers and other interested parties.

In April 2012, Arapahoe County pledged up to \$5,000,000 in seed money to help leverage new dollars for river restoration, recreational opportunities and environmental enhancement of the South Platte River. Each entity that receives project support from this funding source will be required to provide a 50% match for its projects. Over the last eighteen months, Mayor Penn, former City Manager Gary Sears and I have been representatives to this group on behalf of the City of Englewood.

The primary focus area for the City of Englewood has been the area between Union Avenue and Oxford Avenue. We have titled this portion of the project as the "River Run Project." Key projects in the area include a passive walking/biking trail on the east side of the river, new kayak chutes in the river at Oxford Avenue, channelization of the river for faster water flow, screening of unsightly views along the river, improvements for fishing and recreation access and development of the area (northeast corner of Oxford Avenue and the South Platte River) at Broken Tee Golf Course.

Intergovernmental Agreement - This is a partnership agreement between the City of Englewood, the City of Sheridan, Urban Drainage Flood Control District, the State Water Conservation Board, Arapahoe County and the South Suburban Parks and Recreation District. The agreement formalizes the 2014 funding of \$100,000 to the River Run Project from the City of Englewood. The contribution was made from the Open Space Fund Balance and approved by City Council with the passage of Resolution 38, Series of 2014. The agreement also acknowledges the City's contribution of \$130,000 for the design of the Riverside Trailhead. The funding sources for that project include a \$50,000 grant from Arapahoe County Open Space and \$80,000 matching funds from the City's Open Space Fund.

Memorandum of Understanding for the Principles of Cooperation - The Memorandum of Understanding for the Principles of Cooperation is a formal acknowledgement of the vision, coordination, and partnerships for all entities involved with the River Run Project.

FINANCIAL IMPACT

The Financial Impact has already been addressed with the following actions:

Funding Amount -	\$100,000	Funding Source -	2014 Open Space Fund (Resolution 38, Series of 2014)
Funding Amount -	\$130,000	Funding Sources -	\$50,000 Grant from Arapahoe County Open Space \$80,000 Open Space Shareback Funds

LIST OF ATTACHMENTS

River Run Park – Project Implementation Plan
2011 Agreement Regarding Construction of Drainage and Flood Control Improvements
Proposed Bill for an Ordinance

River Run Park

Oxford to Union

Project Implementation Plan



River Run Park

Oxford to Union

Project Implementation Plan

Partners

- Arapahoe County
- City of Englewood
- City of Sheridan
 - SSPR
 - CWCB
- UDFCD



Schedule

- Design Dec
- 2014
- Construction Oct
- 2015 to 2017



Budget

- Design \$1,200,000
- Construction \$12,000,000



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Section 1. Charter Introduction

1.1 Executive Summary

There are exciting opportunities to significantly improve the reach of the South Platte River from just south of Union Avenue to just north of Oxford Avenue. Proposed improvements include: a new east bank multi-use trail; in-river boating improvements and riparian enhancements; landscaping and creation of a major new trailhead/park at Oxford. Not only will these improvements enhance recreational opportunities along the river, they will also help promote, over the longer term, community redevelopment with significant potential economic benefits.

This effort has its genesis when the Colorado Water Conservation Board (CWCB) and Urban Drainage and Flood Control District (UDFCD) identified that the existing drop structures up and down stream of Oxford Avenue on the South Platte River (SPR) were in need of replacement due to water flowing under the drops. In pursuing the drop structure improvements, UDFCD reached out to the local agencies to see if there was interest in enhancing the project by leveraging their funding for a more comprehensive river corridor enhancement. At a meeting held in February 2012 with potential project partners, this vision for the reach from Oxford to Union was presented and called *River Run*. During this meeting the partners embraced and recognized the benefits of a bigger vision--to reengage the river as a treasured resource for the community--recreationally, environmentally and economically.

Shortly after the February meeting Arapahoe County Open Space (ACOS) challenged the newly convened South Platte Working Group 2 (SPWG2) to leverage \$5 million dollars of open space funding to make the vision a reality. The vision of the group is:

A vibrant river environment that is integrated with the surrounding communities to bring new economic, cultural, recreational and natural opportunities.

The SPWG2 conducted a charrette and report that incorporated previous planning studies, solicited input from a broad group of stakeholders and highlighted opportunities along each reach of the river. *River Run* is one of the projects identified in early planning and emphasized in the charrette report. It was cited as the catalyst to move forward the mission of the working group through the project specific goals and objectives.

River Run Regional Park Goals

Create a Unique Regional Park Experience that Celebrates the River.

- ▶ Maintain 100-Year Flood Conveyance

-
- ▶ Increase Trail Conductivity and Capacity along the Mary Carter Greenway
 - ▶ Optimize River, Aquatic, and Riparian Health
 - ▶ Create New Recreation Features on Land and in the Water with Better Accessibility and Comfort Facilities

Major Milestones

- ▶ Review the Project with City Councils and Boards
- ▶ Signed Inter-Governmental Agreement to fund design
- ▶ Preliminary Design Drawings Submitted to all Review Agencies
- ▶ Selection of Contractor
- ▶ Submittal to USACE Flood Readiness Branch and 404 permit application
- ▶ Public Meeting
- ▶ Final Design Approved by Local Review Agencies and Stakeholders
- ▶ Signed Easements, Permits and Approvals to Build River Run Park Improvements
- ▶ USACE Readiness Branch and 404 permit approval
- ▶ Signed Inter-Governmental Agreement to fund construction
- ▶ Partners Agree to a Management, Operations, and Maintenance Plan
- ▶ Construction
- ▶ Ribbon Cutting and Opening of Completed Phases

Key Risks

- ▶ Securing adequate funding over a four year period by multiple agencies
- ▶ Securing the easements and approvals
- ▶ USACE Readiness Branch approval of woody vegetation within the 100-year flood channel and within the riprap
- ▶ USACE Readiness Branch approval of vegetation maintenance plan
- ▶ High water flows in the river during construction
- ▶ Construction dewatering due to potential water contaminants
- ▶ Construction excavation in area of a known landfill

-
- ▶ Allocation and management of adequate in-river flows for both water based recreation, habitat, and aesthetics

Estimated Total Costs are between \$12 - \$14 Million.

Section 2. Project Overview

2.1 Project Summary

River Run brings together several separate planned projects by multiple agencies along the Oxford Union reach. South Suburban Parks and Recreation, along with many partners, have been diligently working on making the final connection of the east bank trail of the Mary Carter Greenway Trail. Meanwhile, Englewood had applied for a grant from Arapahoe County Open Space to develop a preliminary design for trailhead/park on the east side of Oxford Avenue with traffic access through the Broken Tee entrance. With those two projects, along with CWCB and UDFCD, it was the opportune time to bring all of these projects together into one river park improvement. By combining project efficiencies in design services, meetings/coordination, reviews, permitting, and construction services, a cost and time savings is realized for all project partners. The combined river park project also allows for more leveraging of public funds and grant opportunities, plus the ability to not only meet the smaller project objectives, but deliver a regional urban river park attraction like no other in Arapahoe County.

The major project sponsors are listed in alphabetical order.

- ▶ Arapahoe County Open Space
- ▶ Colorado Water Conservation Board
- ▶ Englewood, City of
- ▶ Sheridan, City of
- ▶ South Suburban Park and Recreation District
- ▶ Urban Drainage and Flood Control District

The major project stakeholders are the sponsors above, their constituents and specifically the property/business owners adjacent to the project, Trout Unlimited, future developers, and residents in other surrounding communities.

2.1 Project Goals, Business Outcomes, and Objectives

No.	Goals	Objectives	Business Outcomes
1.	Maintain 100-yr Flood Protection	<ul style="list-style-type: none"> In-stream design elements will not cause a rise in the water surface elevation for the 100-yr design flow. 	<ul style="list-style-type: none"> No increased risk of flood impacts to surrounding property owners
2.	Increase Trail Conductivity and reducing crowding along the Mary Carter Greenway Trail	<ul style="list-style-type: none"> Construct 10-ft wide concrete trail on the east side of the river that goes under Union Ave. and Under Oxford Ave. 	<ul style="list-style-type: none"> Positive trail experience for all users Safer trail crossings at Union and Oxford Park users will have a looped trail along both banks of the river, connected by pedestrian bridges at Union and Oxford
3.	Optimize River, Aquatic and Riparian Health	<ul style="list-style-type: none"> Reshape the active channel to better replicate a natural stream system with moving water at low flows, step and pool sequences, and emergent benches that support a variety of native plants. 	<ul style="list-style-type: none"> Healthier and more diverse plant species and increased fish/aquatic habitat Better aesthetic experience

No.	Goals	Objectives	Business Outcomes
4.	Create New Recreation Features on Land and in the Water with Better Accessibility and Comfort Facilities	<ul style="list-style-type: none"> • Rebuild the existing 2 drop structures into 6 lower head drop structures that will include recreational features - Wave Shapers for boaters and surfers/body boarders & water chutes for kids to play on. • Provide ADA access down to the cobble beach and into the river bottom at Oxford. • Build a riverside park and trailhead that includes a pavilion, parking, restroom facilities, picnic areas, and secondary trails down to the water. • Regrade and relandscape the now desolate river corridor into a 45-acre park-like setting. • Public art and signature entrances and signage that celebrates the area's history and contributions. 	<ul style="list-style-type: none"> • Water users of all types will come to River Run Park to recreate. • People of all abilities will have an opportunity to interact with the water. • River Run Park will be a gathering place as well as a destination that engages the users with the river, trails network, and comfort facilities. • Users will have a memorable experience with the uniqueness of the art and education piece, as well as local business support and interest in the park. • A new park setting along the river will become an amenity attracting potential new commercial and residential development.

2.3 Project Scope

2.3.1 Scope Definition

See the attached Scope of Work

2.3.2 Exclusions

Activities out of Scope	Comments
1. Re-evaluating Regional Trail Alignments	1. Alignments have already been vetted through Mary Carter Greenway Trail Master Planning Process
2. Modification to the Union Boat Chutes	2. Determined at beginning of process to not include due to budgets and could be easily separated out into its own project
3. Reconfiguring the Union West Side Trail Entrance from Parking	3. Determined at beginning of process to not include due to budgets and could easily be separated out into its own project



2.4 Milestones

Project Milestone	Description	Expected Date
1. Meet with City Councils and Boards	Building project consensus and support to move forward with preliminary design with the understanding of potential project costs	Fall 2013 On-going updates
2. Signed Inter-Governmental Agreement to Fund Design	Need funding for design services	Jan. 2014
3. Preliminary Design Drawings Submitted to all Review Agencies	Solicit early input on design and preliminary level to minimize comments at final design	Feb. 2014
4. Selection of Contractor	Contractor to be part of the design process to utilize their experience and knowledge at a time when savings can be realized	Feb. 2014
5. Submittal to USACE Flood Readiness Branch and 404 Permit Application	Start the review process as soon as possible to address several sets of review comments	March 2014
6. Public Meetings/Web Site and Media	Engage public support of project	July-Sept. 2014 On-going updates
7. Final Design Approved by Local Review Agencies		Nov. 2014
8. Signed Easements and Permits		Nov. 2014
9. USACE Readiness Branch and 404 Permit Approval		March 2015
10. Signed Inter-Governmental Agreement to fund construction		Jun. 2015 Jan. 2016 Jan. 2017
11. Construction		Fall 2015 to Summer 2017
12. Agreed to Management and O&M Plan	Define roles and responsibilities and resource allocation for long-term operation and maintenance of improvements	March 2015

2.5 Agency Coordination

CWCB				
Project Requirements	Deliverable	Responsible Team Member	Review Time	Due Date
Preliminary Review Comments	Preliminary Drawings	Joe Busto	1 Month	5/1/2014
Final Review Comments	90% Design Drawings	Joe Busto	1 Month	
Approval Signature on ConDocs	Final Design Drawings	Joe Busto	2 Weeks	

Sheridan				
Project Requirements	Deliverable	Responsible Team Member	Review Time	Due Date
Preliminary Review Comments	Preliminary Drawings	Ben Nielsen	1 Month	5/1/2014
Final Review Comments	90% Design Drawings	Ben Nielsen	1 Month	
Electrical Permit	90% Design Drawings	Ben Nielsen		
GESC Permit	90% Design Drawings	Ben Nielsen		
Access Permit	90% Design Drawings	Ben Nielsen		
Approval Signature on ConDocs	Final Design Drawings	Ben Nielsen		

Englewood				
Project Requirements	Deliverable	Responsible Team Member	Review Time	Due Date
Preliminary Review Comments	Preliminary Drawings	Ben Nielsen	1 Month	
Final Review Comments	90% Design Drawings	Ben Nielsen	1 Month	
Approval Signature on ConDocs	Final Design Drawings	Ben Nielsen		

Littleton				
Project Requirements	Deliverable	Responsible Team Member	Review Time	Due Date
Preliminary Review Comments	Preliminary Drawings	Ben Nielsen	1 Month	
Final Review Comments	90% Design Drawings	Ben Nielsen	1 Month	
Approval Signature on ConDocs	Final Design Drawings	Ben Nielsen	1 Month	

SEMSWA				
Project Requirements	Deliverable	Responsible Team Member	Review Time	Due Date
GESC Permit through Sheridan	Letter to Arapahoe County and GESC Plans	Ben Nielsen	3 Month	

USACE				
Project Requirements	Deliverable	Responsible Team Member	Review Time	Due Date
404 Permit	Application	Moneka, ERO	9 Month	
Flood Readiness Approval	Minor Modification Submittal	Ben Nielsen	1-year	

Denver Water				
Project Requirements	Deliverable	Responsible Team Member	Review Time	Due Date
Preliminary Review Comments	Preliminary Drawings	Ben Nielsen	1 Month	
Final Review Comments	90% Design Drawings	Ben Nielsen	1 Month	
Approval Signature on ConDocs	Final Design Drawings	Ben Nielsen	1 Month	

CDOT				
Project Requirements	Deliverable	Responsible Team Member	Review Time	Due Date
Preliminary Review Comments	Preliminary Drawings	Ben Nielsen	1 Month	
Final Review Comments	90% Design Drawings	Ben Nielsen	1 Month	
Approval Signature on ConDocs	Final Design Drawings	Ben Nielsen	1 Month	

2.6 Public Outreach

Outreach Form	Audience	Purpose and Format	Responsible Team Member	Date
City Council and BCC Meetings	Elected officials	Keep informed of progress and support funding	Laura Kroeger	Continual
Fax Sheet	Project Team, Stakeholders, Elected Officials and General Public	One-sheet of paper with consistent and concise project information	Laura Kroeger	July 2014
Website	General Public	On-line location to look for up to date project information	Bob and Bill	July 2014
Individual Meetings with surrounding property owners	Surrounding Property Owners	Team members meet with property owners on site or place of business to Inform and engage them in the project	Laura Kroeger	July-August 2014
News release of Project	General Public	Publication article that is short but informs and excites public about project to be placed in interested local papers	Laura Kroeger	August 2014
Advertisement for Public Meeting	General Public	General mailing and email notice inviting people to public meeting	Laura Kroeger	August 2014
Public Meeting	General Public	Open house format with boards and small group discussions to inform public of project	Laura Kroeger	September 2014
News release of start of construction	General Public	Publication article giving project details and outlining construction schedule.	Laura Kroeger	August 2015

2.7 Project Cost Estimate and Sources of Funding

2.7.1 Project Cost Estimate

See Attached Spreadsheet

2.8 Dependencies

Dependency Description	Critical Date	Contact
Englewood is contracting for design of the trailhead directly with McLaughlin Whitewater. It is the intent of the project team to incorporate the trailhead plans into the overall River Run Park plans, so it is a seamless project		
USACE needs to amend the O&M to include vegetation allowance in the reach in accordance with an approved vegetation management plan.		

2.9 Project Challenges, Assumptions, and Constraints

2.9.1 Risks

No.	Risks Description	Probability (H/M/L)	Impact (H/M/L)	Planned Mitigation Management Plan	OPI
1.	Funding over a 4-year period by multiple agencies	M	H	Utilize the SPWG2 relationships, keep sponsors informed and engaged, and demonstrate funding is being wisely spent	Laura Kroeger
2.	Construction Costs are on the Rise	H	H	Utilize Naranjo to provide true construction costing, look for value engineering opportunities throughout the design and construction process	Naranjo/ Ben Nielsen
3.	Securing the easement for the east bank trail going through Englewood Intake Plan	H	H	Early coordination, provide facility operation improvements when practical, provide pedestrian safety, and political support of the project	Bob Searns
4.	USACE Readiness Branch approval of woody vegetation within the 100-year flood channel and within the riprap	M	H	Understand what USACE concerns are, early submittal and regular calls to get review updates and ensure submittal is moving through the process	Laura Kroeger
5.	USACE Readiness Branch approval of vegetation maintenance plan	M	H	Understand what USACE concerns are, early submittal and regular calls to get review updates and ensure submittal is moving through the process	Laura Kroeger
6.	High water flows in the river during construction	M	H	Schedule in-river construction activities base on research of snowpack and predicted runoff in watershed and releases from Chatfield Reservoir by the USACE	Naranjo
7.	Dewatering due to potential water contaminants	H	H	Pull state remediation permit early to identify what contaminants need to be tested for, develop a treatment if encountered with cost implications	Naranjo

No.	Risks Description	Probability (H/M/L)	Impact (H/M/L)	Planned Mitigation Management Plan	OPI
8.	Construction excavation in area of a known landfill	L	H	Test pits with environmental testing, limit excavation in areas of known landfill material, develop pricing in case material is encountered	Ben Nielsen
9.	Long term maintenance of structures (stairs and walls) and cobble beach area within the 100-yr flood pool	M	M	During design anticipate areas of weakness and consider more robust protection as well as how maintenance operations would work and how to reduce the costs.	Ben Nielsen

2.9.2 Assumptions

The following table lists the items that cannot be proven or demonstrated when this project charter was prepared, but they are taken into account to stabilize the project approach or planning.

No.	The following is assumed:
1.	USACE will allow vegetation beyond grasses in the 100-year flood pool
2.	ACOS will be a 50% funding sponsor for project

2.9.3 Constraints

The following table lists the conditional factors the project must respect:

No.	Category	Constraints
1.		Total project cost goal is up to \$14 Million
2.		Project limits fall within the USACE PL84-99 program
3.		Broken Tee needs use of the parking lot from May to September

Section 3. Project Organization

3.1 Project Governance

Leadership and Oversight

-
- ▶ This effort represents a partnering among several key jurisdictions and stakeholders (including: Arapahoe County; Englewood, Sheridan; SSPRD; Littleton; UDFCD, SSPRD, CWCB). Ultimately leadership and oversight will come from the partnering entities in the form of periodic and timely {at key decision points} review of planning, design, implementation, fundraising and grant administration. In addition it is recognized that the respective jurisdictions have final say over plans, designs and construction within their boundaries as well as over any near and long term financial and budget impacts

Day to Day Project Management

- ▶ UDFCD will hold project funding in a Trust and Agency Account and will manage the project as laid out in the IGA. Design and construction services agreements will also be managed by UDFCD, with authorization from project sponsors.

Long-Term Management and Stewardship of Improvements

- ▶ In-River Improvements - UDFCD and the CWCB will continue to manage and maintain the river channel – drop structures, bank protection, vegetation, trash & debris removal.
- ▶ Trail and Adjacent Landscaping/Irrigation – SSPRD will manage the trail and related landscaping and irrigation.
- ▶ Water Intake at Union – City of Englewood will continue to manage and operate the intake facility including all modifications to intake infrastructure. Trail, landscaping and irrigation management by SSPRD (see above).
- ▶ Trailheads (east & west at Oxford) – City of Englewood will manage upland formal trailhead and park areas beyond the trail corridor.
- ▶ Park Areas In-River – City of Englewood will manage park areas on the banks along the river at Oxford including access paths, viewing areas, cobble bar/gathering areas, overlooks, and terraced seating. A Wave Shaper in the river is proposed to provide adjustability of water features (waves) to accommodate various water users. Periodic observation and adjustment of the Wave Shaper will be performed by the City of Englewood. In-river structures and bank protection improvements will be managed by UDFCD and CWCB.
- ▶ Enforcement & Emergency Response – City of Sheridan, City of Englewood, and Arapahoe County are responsible for fire and rescue and law enforcement within their respective jurisdictional boundaries.

3.2 Project Team Structure

The River Run Park Implementation Team is leading the project.

- ▶ Joe Busto, CWCB
- ▶ Bob Searns, the Greenway Team, Inc.
- ▶ Bill Neumann, DHM Design Corporation
- ▶ Ben Nielsen, McLaughlin Whitewater Design Group (Merrick & Company)
- ▶ Mary Powell, ERO Resources
- ▶ Jerry Naranjo, Naranjo Civil Constructors
- ▶ Laura Kroeger, UDFCD.

The project team's five primary functions are:

- ▶ Planning and Design
- ▶ Fund Raising
- ▶ Construction
- ▶ Partner Engagement
- ▶ Messaging and Marketing

3.3 Roles and Responsibilities

Project Role	Responsibilities	Assigned to
Project Management	Oversee overall project budget, fundraising, phasing and priorities, schedule, deliverables, and outcomes. Coordinate, communicate, and manage the project and direct work of all the consultants. Act as the point person for Stakeholders and Implementation team. Manage funding from Stakeholders including payment to Implementation Team. Seek approvals and permitting on behalf of the Stakeholders. Oversee public outreach/messaging and partner engagement.	Laura Kroeger, UDFCD
Design Team	Oversee and carry out the design of the project to achieve desired goals and outcomes. Provide professional engineering/design services to plan, design, and oversee construction of improvements. Prepare, coordinate and assist in obtaining approvals and permits. Manage design consultants and collaborate with entire Implementation Team. Conduct public outreach/messaging and partner engagement. Roles by Company: MWDG – lead design firm, river design, civil engineering; DHM – Landscape architecture, trail and trailhead design; The Greenway Team – planning/approvals, fund raising, messaging; ERO – permitting/approvals	Ben Nielsen, MWDG (Lead)
Construction	Construct project. Engage and collaborate on design, value engineering and risk management.	Jerry Naranjo, NCC
Trail Owner/Manager	Participate and provide input for trail infrastructure planning and design. Maintain and operate trail facilities once constructed. Provide funding and seek grants. Coordinate and oversee public outreach and messaging.	South Suburban Park and Recreation District
Trailhead Owner	Participate, provide input, and make final approvals for trailhead and upland park infrastructure planning and design. Maintain and operate trailhead facilities once constructed. Seek grants and provide funding Provide funding. Coordinate and oversee public outreach and messaging pertinent to trailheads and upland parks.	City of Englewood
Arapahoe County	Participate in planning and design. Provide funding and assistance for obtaining funding from other sources. Assist with public outreach and messaging.	Arapahoe County Open Space
Local Jurisdiction	Engage in/review/approve planning and design of improvements in a timely manner. Provide Implementation Team support and guidance in obtaining required entity approvals and permits to complete the project. Provide funding and seek grants. Assist with public outreach and messaging. Review design submittals promptly.	City of Sheridan, City of Englewood, City of Littleton (Coordination, support and endorsement of grants, etc.), SSPRD (see also Trail Owner/Manager above)
River Owner (South of Oxford Avenue)	Engage in planning and design of river improvements planning and design. Grant necessary easements or agreements to allow project on property. Provide funding and help seek grants. Assist in public outreach and messaging. Coordinate approvals with the USACE.	CWCB
River Owner (North of Oxford Avenue)	Engage in planning and design of river improvements planning and design. Grant necessary easements or agreements to allow project. Provide funding and seek grants. Assist with public outreach and messaging.	City of Englewood

Section 4. Project References

More information concerning this project can be found in the following documents:

Document Title	Version No.	Date	Author and Organization	Location (link or path)
Operation and Maintenance Manual – Denver, Colorado Chatfield Downstream Channel Improvement	-	1990	U.S. Army Corps of Engineers	On file (Available upon request)
Platte River/Mary Carter Greenway Multi-Use Pathway Project (Master Plan)	-	2010 June	The Greenway Team	On file (available upon request)
Union-Oxford South Platte River Rehabilitation & Recreation Improvements	-	2013 March	McLaughlin Whitewater Design Group	On file (available upon request)
South Platte River Run Park Design Report for USACE Minor Section 408 Modification Review	-	2014 March	McLaughlin Whitewater Design Group	On file (available upon request)

Section 5. Glossary and Acronyms

Term or Acronym	Definition
ACOS	Arapahoe County Open Space
CWCB	Colorado Water Conservation Board
IGA	Inter-Governmental Agreement
SPR	South Platte River
SPWG2	South Platte Working Group 2
SSPRD	South Suburban Park and Recreation District
MWDG	McLaughlin Whitewater Design Group
UDFCD	Urban Drainage and Flood Control District
USACE	United States Army Corps of Engineers

River Run Park

Name	Location	Features	Schedule	Sponsors	Contribution 2012	Contribution 2013	Contribution 2014	Contribution 2015	Contribution 2016	Contribution 2017	Contribution Total	Notes
River Enhancements Downstream of Oxford	Pedestrian Bridge downstream of Oxford to Oxford Avenue	River reshaping from Pedestrian Bridge at Broken Tee GC to Oxford Avenue Bridge, two boat chutes, boulder counter weir drop at pedestrian bridge, portage trails, take-outs, river enhancements, cobble beach area downstream of Oxford, and vegetation enhancements.	Construction Begin Fall 2015 to Spring 2016	ACOS			\$675,000	\$675,000			\$1,350,000	*Ask is from yearly Projects Bill,** Englewood planning money from ACOS \$50k, City of Englewood \$80k. Green cell indicates budgeted/anticipated dollars, Yellow cell indicates what the ask is, No color cells indicate estimates (no commitment) for the purpose of understanding proposed budget numbers. Design of Phase I, II & III (except eastside trailhead improvements in Phase III), two boat chutes (grouted boulder drops), boulder counter weir drop at pedestrian bridge, portage trails, take-outs, river enhancements, cobble beach area downstream of Oxford, Temporary transitions.
				Columbine Valley							NA	
				CWCB *	\$99,000		\$50,000	\$50,000		\$199,000		
				Englewood **			\$25,000		\$25,000			
				GOCO				\$350,000	\$350,000			
				Littleton					NA			
				Sheridan			\$100,000	\$100,000	\$200,000			
				SSPR			\$25,000		\$25,000			
				UDFCD	\$297,000		\$254,000		\$551,000			
				Other					\$0			
Total	\$396,000	\$0	\$1,129,000	\$1,175,000	\$0	\$0	\$2,700,000					
							Check	\$2,700,000				
							Budget	\$2,700,000				
							Needed	\$0				
Trail and Underpasses	Pedestrian Bridge downstream of Oxford to Pedestrian Bridge upstream of Union	Underpasses at Union and Oxford Avenues, safety improvements at intake plant, river access north of Oxford (eastside only - boulder walls crusher fines path to river), storm drain outfall improvements, grading of eastside trailhead, concrete trail connection between underpasses.	Construction Begin Fall 2015 to Spring 2017	ACOS			\$800,000	\$800,000	\$800,000		\$2,400,000	Green cell indicates budgeted/anticipated dollars, Yellow cell indicates what the ask is, No color cells indicate estimates (no commitment) for the purpose of understanding proposed budget numbers. Underpasses at Union and Oxford Avenues, safety improvements at intake plant, pave trail from Big Dry Creek through plant, rough in river access north of Oxford (eastside only - boulder walls crusher fines path to river), storm drain outfall improvements, grading of eastside trailhead, water quality at eastside trailhead, parking paving at eastside trailhead, rough in pads for restroom/shelter, site utilities.
				Columbine Valley							NA	
				CWCB					\$50,000	\$50,000		
				Englewood			\$75,000	\$25,000	\$25,000	\$125,000		
				GOCO						\$0		
				Littleton						NA		
				Sheridan			\$100,000	\$200,000	\$200,000	\$500,000		
				SSPR			\$175,000	\$225,000	\$225,000	\$225,000	\$850,000	
				UDFCD			\$75,000	\$100,000	\$150,000	\$200,000	\$525,000	
				Other						\$0		
Total	\$0	\$0	\$1,225,000	\$1,350,000	\$1,450,000	\$425,000	\$4,450,000					
							Check	\$4,450,000				
							Budget Total	\$4,800,000				
							Needed	\$350,000				
Trailhead and River Access	Pedestrian Bridge downstream of Oxford to Oxford Avenue	Westside parking lot expansion, eastside parking expansion, water quality for eastside trailhead improvements, picnic shelter, restrooms, hardscaping, playground, landscaping, formalize river access (east and west banks north of Oxford), upland plantings screening.	Construction Begin Fall 2015 to Spring 2017	ACOS				\$550,000	\$550,000	\$550,000	\$1,650,000	Green cell indicates budgeted/anticipated dollars, Yellow cell indicates what the ask is, No color cells indicate estimates (no commitment) for the purpose of understanding proposed budget numbers. Four boat chutes (grouted boulder drops), river enhancements, Westside parking expansion, picnic shelter, restrooms, hardscaping, playground, landscaping, concrete trail connection between underpasses, formalize river access (east and west banks north of Oxford), upland plantings screening.
				Columbine Valley							NA	
				CWCB					\$50,000	\$50,000		
				Englewood			\$130,000	\$300,000	\$300,000	\$370,000	\$1,100,000	
				GOCO						\$0		
				Littleton						NA		
				Sheridan			\$25,000	\$25,000	\$25,000	\$25,000	\$100,000	
				SSPR				\$25,000	\$25,000	\$25,000	\$75,000	
				UDFCD				\$100,000	\$100,000	\$100,000	\$300,000	
				Other						\$0		
Total	\$0	\$0	\$155,000	\$1,000,000	\$1,000,000	\$1,120,000	\$3,275,000					
							Check	\$3,275,000				
							Budget Total	\$3,300,000				
							Needed	\$25,000				
River Enhancements Upstream of Oxford	Oxford Avenue to approximately 1,700 LF upstream	Four boat chutes (grouted boulder drops), river enhancements and channel reshaping, and vegetation enhancements.	Construction Begin Fall 2015 to Spring 2017	ACOS				\$650,000	\$650,000	\$650,000	\$1,950,000	Green cell indicates budgeted/anticipated dollars, Yellow cell indicates what the ask is, No color cells indicate estimates (no commitment) for the purpose of understanding proposed budget numbers
				Columbine Valley							NA	
				CWCB						\$0		
				Englewood						\$0		
				GOCO						\$0		
				Littleton						NA		
				Sheridan			\$25,000	\$50,000	\$50,000	\$50,000	\$175,000	
				SSPR						\$0		
				UDFCD			\$171,000	\$550,000	\$550,000	\$500,000	\$1,771,000	
				Other						\$0		
Total	\$0	\$0	\$196,000	\$1,250,000	\$1,250,000	\$1,200,000	\$3,896,000					
							Check	\$3,896,000				
							Budget Total	\$3,900,000				
							Needed	\$4,000				
Total Project Contribution					\$396,000	\$0	\$2,705,000	\$4,775,000	\$3,700,000	\$2,745,000	\$14,321,000	
											Check	\$14,321,000
											Total Project Budget	\$14,700,000

Ask amounts
Budgeted
Encumbered Funds
Partially Encumbered

AGREEMENT REGARDING
CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
SOUTH PLATTE RIVER AT OXFORD AVENUE

Agreement No. 11-07.25

THIS AGREEMENT, made this 8TH day of DECEMBER, 2011, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and COLORADO WATER CONSERVATION BOARD (hereinafter called "CWCB") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted, (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Major Drainageway Planning South Platte River, Chatfield to Baseline Road" by Wright Water Engineers, dated November 1985 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with construction of drainage and flood control improvements for the South Platte River at Oxford Avenue (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 68, Series of 2010) for drainage and flood control facilities in which PROJECT was included in the 2011 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2011 subsequent to public hearing (Resolution No. 69, Series of 2010) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. __, Series of 2011); and

WHEREAS, the Board of Directors of the CWCB and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

A. Final Design. The final design of improvements for PROJECT has been completed by DISTRICT. Specifically, the final design of facilities shall extend from approximately 400 L.F. downstream of Oxford Avenue to 1,000 L.F. upstream of Oxford Avenue, as shown on Exhibit A.

B. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design including vegetation establishment.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of DISTRICT and the property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Construction of improvements;
2. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$396,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Construction	\$396,000
2. Contingency	0
Grand Total	\$396,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	75%	\$297,000
CWCB	25%	99,000
TOTAL	100%	\$396,000

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (CWCB - \$99,000; DISTRICT - \$297,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall

provide a periodic accounting of PROJECT funds as well as a periodic notification to CWCB of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 12).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

6. OWNERSHIP OF PROPERTY AND LIMITATION OF USE

CWCB shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. CWCB may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, CWCB disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement; and CWCB has not obtained the written approval of DISTRICT prior to such action, CWCB shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at CWCB's sole expense. In the event CWCB breaches the terms and provisions of this Paragraph 7 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against CWCB for specific performance of this portion of the Agreement.

7. MANAGEMENT OF CONSTRUCTION

A. Costs. Construction costs shall consist of those costs as incurred by the lowest acceptable bidder(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.

B. Construction Management and Payment

1. DISTRICT, with the assistance of CWCB, shall administer and coordinate the construction-related work as provided herein.
2. DISTRICT, with assistance and approval of CWCB, shall advertise for construction bids; conduct a bid opening; prepare construction contract documents; and award construction contract(s).
3. DISTRICT shall require the contractor to provide adequate liability insurance that includes CWCB. The contractor shall be required to indemnify CWCB. Copies of the insurance coverage shall be provided to CWCB.

4. DISTRICT, with assistance of CWCB, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of CWCB, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to CWCB on a weekly basis. DISTRICT shall retain an engineer to perform all or a part of these duties.
 5. DISTRICT, with approval of CWCB, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
 6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 7. DISTRICT shall review and approve contractor billings and send them to CWCB for approval. DISTRICT shall remit payment to contractor based on billings approved by PARTIES.
 8. DISTRICT, with assistance and written concurrence by CWCB, shall prepare and issue all written change or work orders to the contract documents.
 9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
 10. DISTRICT shall provide CWCB a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

8. MAINTENANCE

PARTIES agree that CWCB shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at CWCB's request, shall assist CWCB with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the

maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to CWCB, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

9. FLOODPLAIN REGULATION

The City of Sheridan agrees to regulate and control the floodplain of the South Platte River within the City of Sheridan in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that CWCB cannot obligate itself by contract to exercise its police powers. If the City of Sheridan fails to regulate the floodplain of the South Platte River within the City of Sheridan in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and the City of Sheridan shall cooperate fully.

10. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 9. FLOODPLAIN REGULATION, Paragraph 6. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, and Paragraph 8. MAINTENANCE, which shall run in perpetuity.

11. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS AND NOTICES

- A. The contracting officer for CWCB shall be the Account, 1313 Sherman Street, Room 721, Denver, Colorado 80203.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. Any notices, demands or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to PARTIES at the addresses set forth above or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.
- D. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT

undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or CWCB. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement or any amendments or addenda to this Agreement.

14. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments or modifications to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

15. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

16. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in District Court in and for the CWCB of Denver, State of Colorado.

17. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

18. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

19. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

20. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) day's written notice by any of PARTIES, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon mutual agreement of all PARTIES and only upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions and subject to the maximum amount of each party's contribution as set forth herein.

21. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of PARTIES. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

22. PUBLIC RELATIONS

It shall be at CWCB's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical and final design recommendations shall be presented to the public by the selected design engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist CWCB as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of CWCB and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of CWCB and/or DISTRICT.

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq. The following language shall be included in any contract for public services: "The Consultant or Contractor shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant or Contractor shall not enter into a subcontract with a subcontractor that fails to certify to the Consultant or Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. Consultant or Contractor affirms that they have verified through participation in the Colorado Employment Verification program established pursuant to 8-17.5-102 (5)(c) C.R.S. or the Electronic Employment Verification Program

administered jointly by the United States Department of Homeland Security and the Social Security Administration that Consultant or Contractor does not employ illegal aliens. Consultant or Contractor is prohibited from using these procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

In the event that the Consultant or Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant or Contractor shall be required to:

- A. Notify the subcontractor and PARTIES within three days that the Consultant or Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required the Subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant or 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 an illegal alien.

Consultant or Contractor is required under this Agreement to comply with any reasonable request by the Colorado Department of Labor and Employment (DEPARTMENT) made in the course of an investigation the DEPARTMENT is undertaking pursuant to its legal authority.

Violation of this section of this Agreement shall constitute a breach of this Agreement and may result in termination by PARTIES. Consultant or Contractor shall be liable to PARTIES for actual and consequential damages to PARTIES resulting from such breach pursuant to §8-17.5-101(3) C.R.S. PARTIES shall also report any such breach to the Office of the Secretary of State.

Consultant or Contractor acknowledges that the DEPARTMENT may investigate whether Consultant or Contractor is complying with the provision of the Agreement. This may include on-site inspections and the review of documentation that proves the citizenship of any person performing work under this Agreement and any other reasonable steps necessary to determine compliance with the provisions of this section."

27. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by either party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-1-1, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.

28. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES, and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of CWCB, DISTRICT or any other entity not a party hereto.

WHEREFORE, PARTIES hereto have caused this instrument to be executed and incorporated into Colorado purchase order number OE PDA 12000000043 by properly authorized signatories as of the date and year first above written.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

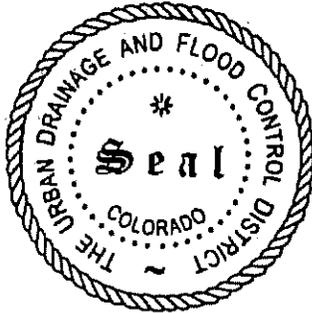
(SEAL)

By David Barnett

ATTEST:

Title Executive Director

Date 12/8/11



(SEAL)

By _____

ATTEST:

Title ASSISTANT DIRECTOR

12/7/11

APPROVED AS TO FORM:

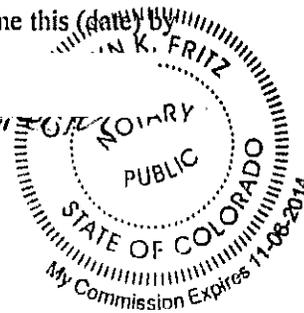
CWCB Attorney

State of Colorado
County of Denver

The foregoing instrument was acknowledged before me this (date) 12/7/11 by _____
(name and title of position)

[Signature]
(Notary's official signature)

(Commission expiration date) _____



AGREEMENT REGARDING
CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
SOUTH PLATTE RIVER AT OXFORD AVENUE

Agreement No. 11-07.25

Exhibit A



BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 56
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING THE CITY OF ENGLEWOOD, COLORADO TO PARTICIPATE IN THE PROJECT DESCRIBED IN THE “AGREEMENT REGARDING CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR SOUTH PLATTE RIVER AT OXFORD AVENUE”, BETWEEN THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, THE COLORADO WATER CONSERVATION BOARD, AND ARAPAHOE COUNTY, BY ADDING THE CITY OF ENGLEWOOD, THE CITY OF SHERIDAN AND THE SOUTH SUBURBAN PARKS AND RECREATION DISTRICT AS PARTICIPANTS.

WHEREAS, in 2011 the Urban Drainage and Flood Control District and the Colorado Water Conservation Board entered into an intergovernmental agreement entitled “ Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue”; and

WHEREAS, the purpose of this Agreement is the construction of drainage and flood control improvements for the South Platter River at Oxford Avenue (“Project”); and

WHEREAS, in April, 2014 the Urban Drainage and Flood Control District, the Colorado Water Conservation Board and Arapahoe County entered into “Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue” which added the County to the Project; and

WHEREAS, this proposed ordinance adds the City of Englewood, the City of Sheridan and South Suburban Parks District as funding partners for the final design; and

WHEREAS, the implementation Agreement and this Amendment define the responsibilities and financial commitments of all of the parties; and

WHEREAS, the implementation Agreement and this Amendment defines the financial commitments and responsibilities of the parties regarding maintenance of the project; and

WHEREAS, the “Principles of Cooperation” Agreement outlines the implementation strategy for the South Platte River at Oxford Avenue improvement project with the goal of promoting a healthy river in an attractive setting which creates a quality recreational experience.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the City of Englewood's participation in an intergovernmental agreement between Urban Drainage and Flood Control District, Colorado Water Conservation Board, Arapahoe County, City of Englewood, City of Sheridan and South Suburban Parks and Recreation District regarding construction of drainage and flood control improvements for the South Platte River at Oxford Avenue, Agreement No. 11-07.25B attached hereto as Exhibit A.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes the City of Englewood's participation in an intergovernmental agreement between Urban Drainage and Flood Control District, Colorado Water Conservation Board, Arapahoe County, City of Englewood, City of Sheridan and South Suburban Parks and Recreation District regarding construction of drainage and flood control improvements for the South Platte River at Oxford Avenue Agreement the "River Run Park South Platte River Enhancements Principles of Cooperation Endorsed by the Partnering Jurisdictions, May 2014" outlining the Project goals attached hereto as Exhibit B.

Section 3. The Mayor and City Clerk are hereby authorized to sign and attest, the "Amendment to Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue," for and on behalf of the City Council of the City of Englewood, Colorado.

Section 4. The Mayor and City Clerk are hereby authorized to sign and attest, "River Run Park South Platte River Enhancements Principles of Cooperation Endorsed by the Partnering Jurisdictions, May 2014," for and on behalf of the City Council of the City of Englewood, Colorado.

Section 5. There are no federal funds are being used by Englewood on this Project. Englewood funds are from Open Space and Shareback funds.

Introduced, read in full, and passed on first reading on the 6th day of October, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of October, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of October, 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 6th day of October, 2014.

Loucrishia A. Ellis

AMENDMENT TO
AGREEMENT REGARDING
CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
SOUTH PLATTE RIVER AT OXFORD AVENUE

Agreement No. 11-07.25B

THIS AGREEMENT, made this _____ day of _____, 2014, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), COLORADO WATER CONSERVATION BOARD (hereinafter called "CWCB"), ARAPAHOE COUNTY (hereinafter called "COUNTY"), CITY OF ENGLEWOOD (hereinafter called "ENGLEWOOD"), CITY OF SHERIDAN (hereinafter called "SHERIDAN"), SOUTH SUBURBAN PARKS AND RECREATION DISTRICT (hereinafter called "SSPR"), and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT and CWCB have entered into "Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue" (Agreement No. 11-07.25) dated December 8, 2011; and

WHEREAS, DISTRICT, CWCB and COUNTY have entered into "Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue" (Agreement No. 11-07.25A) dated April 17, 2014; and

WHEREAS, DISTRICT, CWCB and COUNTY have agreed to add ENGLEWOOD, SHERIDAN and SSPR as a funding partners; and

WHEREAS, PARTIES now desire to add additional funding for final design; and

WHEREAS, PARTIES desire to increase the level of funding by \$1,892,000; and

WHEREAS, the County Commissioners of COUNTY, the City Councils of SHERIDAN and ENGLEWOOD, the Board of Directors of SSPR and DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

- B. It is understood that PROJECT costs as defined above are not to exceed \$3,092,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>	<u>AS PREVIOUSLY AMENDED</u>
1. Final Design	\$ 900,000	\$ 900,000
2. Construction	2,192,000	300,000
3. Contingency	-0-	-0-
Grand Total	\$3,092,000	\$1,200,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	25.77%	\$ 797,000	\$ -0-	\$ 797,000
CWCB	4.82%	\$ 149,000	\$ -0-	\$ 149,000
COUNTY	50.00%	\$ 254,000	\$1,292,000	\$1,546,000
SHERIDAN	8.09%	\$ -0-	\$ 250,000	\$ 250,000
ENGLEWOOD	3.23%	\$ -0-	\$ 100,000	\$ 100,000
SSPR	8.09%	\$ -0-	\$ 250,000	\$ 250,000
TOTAL	100.00%	\$1,200,000	\$1,892,000	\$3,092,000

ENGLEWOOD's contribution to the project is \$130,000 directly contracted with CONSULTANT to design the Broken Tee Trailhead located on the northeast corner of Oxford Avenue and the South Platte River.

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (CWCB - \$149,000, COUNTY - \$1,546,000, SHERIDAN - \$250,000, ENGLEWOOD - \$100,000; SSPR - \$250,000; DISTRICT - \$797,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of

request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CWCB, COUNTY, SHERIDAN, ENGLEWOOD, and SSPR of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13). Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. Paragraph 13. CONTRACTING OFFICERS AND NOTICES is deleted and replaced as follows:

13. CONTRACTING OFFICERS AND NOTICES

- A. The contracting officer for CWCB shall be the Account, 1313 Sherman Street, Room 721, Denver, Colorado 80203.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officer for COUNTY shall be the Director of Open Space and Intergovernmental Relations, 6924 S Lima Street, Centennial, Colorado 80112.
- D. The contracting officer for SHERIDAN shall be the City Manager, 4101 S Federal Boulevard, Sheridan, Colorado 80110.
- E. The contracting officer for ENGLEWOOD shall be the Capital Projects Administrator, 1000 Englewood Parkway, Englewood, Colorado 80110.
- F. The contracting officer for SSPR shall be the Executive Director, 6631 S. University Boulevard, Centennial, Colorado 80121
- G. Any notices, demands or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to PARTIES at the addresses set forth above or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.
- H. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or CWCB. Said

representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement or any amendments or addenda to this Agreement.

4. All other terms and conditions of Agreement No. 11-07.25 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By _____

ATTEST:

Title Executive Director

Date _____

COLORADO WATER
CONSERVATION BOARD

(SEAL)

By _____

ATTEST:

Title _____

Date _____

APPROVED AS TO FORM:

CWCB Attorney

State of Colorado
County of Denver

The foregoing instrument was acknowledged before me this (date) by
(Name and Title of Position).

Notary's Official Signature)

(Commission Expiration Date)

For the Board of County Commissioners
ARAPAHOE COUNTY

By: _____
Authorization pursuant to Resolution 120113

Title: Director, Open Space and Intergovernmental Relations

Date: _____

CITY OF SHERIDAN

(SEAL)

ATTEST:

By _____

Title _____

Date _____

CITY OF ENGLEWOOD

(SEAL)

ATTEST:

By _____

Title _____

Date _____

SOUTH SUBURBAN PARKS AND
RECREATION DISTRICT

(SEAL)

ATTEST:

By _____

Title _____

Date _____

River Run Park
South Platte River Enhancements
Principles of Cooperation

Endorsed by the Partnering Jurisdictions, May 2014

A vibrant river environment that is integrated with the surrounding community to bring new economic, cultural, recreational and natural opportunities.

--Vision of the South Platte Working Group

The Vision:

Beginning in 2008 the key jurisdictions with a stake in the future of the South Platte River Corridor formed the South Platte Working Group under the auspice of Arapahoe County Open Space. The group saw that there are exciting opportunities to significantly improve the reach of the River building on the success of the Mary Carter Greenway and other efforts.

After successfully completing the 1st phase of the East Bank Trail from S. Prince Street to Union in 2011, the group turned its focus to the reach from Union just north of Oxford Avenue. Proposed improvements include: a new east bank trail; in-river boating improvements and riparian enhancements; landscaping and creation of a major new trailhead/park at Oxford. Not only will these improvements enhance recreational opportunities along the river, they will also help promote, over the longer term, community redevelopment with significant potential economic benefits.

This effort has its genesis when the Colorado Water Conservation Board (CWCB) and Urban Drainage and Flood Control District (UDFCD) identified that the existing drop structures up and down stream of Oxford Avenue on the South Platte River (SPR) were in need of replacement due to water flowing under the drops. In pursuing the drop structure improvements, UDFCD reached out to the local agencies to see if there was interest in enhancing the project by leveraging their funding for a more comprehensive river corridor enhancement.

At a meeting held in February 2012 with potential project partners, this vision for the reach from Oxford to Union was presented and called *River Run*. During this meeting the partners embraced and recognized the benefits of a bigger vision--to reengage the river as a treasured resource for the community--recreationally, environmentally and economically.

Shortly after the February meeting Arapahoe County Open Space (ACOS) challenged the newly convened South Platte Working Group 2 (SPWG2) to leverage \$5 million dollars of open space funding to make the vision a reality.

Key Goals include:

- Maintain 100-Year Flood Conveyance
- Increase Trail Conductivity and Capacity along the Mary Carter Greenway
- Optimize River, Aquatic, and Riparian Health
- Create New Recreation Features on Land and In the Water with Better Accessibility and Comfort Facilities
- Enhance property values.

The Plan and Guidelines:

The South Platte River Enhancements effort reflects planning and guidelines of quality reflected in several key documents including: *The River Run Park Plan (Union to Oxford)*, *South Platte River Vision Plan (2014)* and *The South Platte Working Group Statement of Purpose, 2013*.

Funding:

It is recognized that this project may cost \$10 Million to \$15 Million. The partners intend to support raising funds from both outside and local sources to the best of their abilities. The partners also support and endorse grant applications to potential grant sources such as GOCO, Urban Drainage and Open Space programs. This process recognizes that commitments each year must be consistent with respective local jurisdictional capital budgeting and grant writing priorities.

Coordination of Implementation:

Urban Drainage and Flood Control District (assigned to Laura Kroeger, P.E.) will take responsibility for coordinating project implementation including overseeing, planning, design, and construction as well as budget management phasing and public information. This includes managing consultants and contractors in coordination with all of the appropriate officials and agency staff with the jurisdictions. All activities will be with the assumption that each jurisdiction must ultimately approve any built improvements that are part of this plan.

The coordination effort also makes reference to *The Implementation Strategy* (published under separate cover) the details out key implementation functions, activities and guidelines that serves and an aid to the consultants, the contractor(s) and local jurisdictional staff personal in designing and building the improvements.

Stewardship and Upkeep:

The project partners embrace working together toward a long term stewardship process that promotes a healthy river, an attractive setting, a quality recreational experience and enhanced economic development potentials.

The partners also envision an appropriate allocation of operations and maintenance tasks. South Suburban Parks and Recreation will maintain the trails, upland landscaping and other amenities within its jurisdictional boundaries and as prescribed by the applicable intergovernmental agreements. Urban

Drainage and Flood will maintain the In-river improvements. Englewood will maintain the major planned trailhead and park at Oxford Avenue.

Law enforcement, fire and rescue and other existing responsibilities will remain with the appropriate municipal entities within their jurisdictional boundaries

Timing:

The goal of the partners is to begin construction by the fall of 2015

Partnering Jurisdictions Supporting This Vision:

City of Englewood

South Suburban Parks and Recreation

Urban Drainage and Flood Control

City of Sheridan

Arapahoe County

Colorado Water Conservation Bd

COUNCIL COMMUNICATION

Date: October 6, 2014	Agenda Item: 9 c i	Subject: After School & Summer Meals Programs Grant – Regional City Application
Initiated By: City Council	Staff Source: Michael Flaherty, Deputy City Manager	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The Cities Combating Hunger through Afterschool and Summer Meal Programs (CHAMPS) grant program was discussed at the September 8, 2014 City Council Study Session.

RECOMMENDED ACTION

Staff seeks City Council's support for a resolution authorizing Englewood's Regional City Application seeking partnership with the City of Denver in the National League of Cities' and Food Research and Action Center's Cities Combating Hunger through Afterschool and Summer Meal Programs (CHAMPS).

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Earlier this fall, the National League of Cities (NLC) and the Food Research and Action Center (FRAC) issued a request for proposals for its "Cities Combating Hunger through Afterschool and Summer Meal Programs (CHAMPS): An Initiative to Help Local Leaders Reduce Child Hunger in Their Communities and in other Cities in their Regions by Expanding Participation in The Federal Afterschool and Summer Meal Programs.

Staff discussed the CHAMPS initiative with City Council during the September 8 Study Session and received consensus approval to support the City of Denver's grant application, in which the City of Englewood and the City of Aurora are listed as the regional cities Denver would mentor as part of the program. Denver recently received notice from NLC that it had been fully funded.

In order for Englewood to participate with Denver in the program and receive our portion of the funding (\$30,000), we must submit a Regional City Application, which is due October 14, 2014.

If the City of Englewood is granted approval as a mentor city, we would work closely with Englewood Schools to implement programs to expand after-school and summer meals programs for our community's schoolchildren in need.

FINANCIAL IMPACT

If the application is approved, we would receive \$30,000 in grant funding to be used to expand after-school and summer meals programs for Englewood children. There are no matching costs for the City of Englewood to participate.

LIST OF ATTACHMENTS

Regional City Application
Proposed Resolution

**National League of Cities (NLC)
Cities Combating Hunger Through Afterschool and Summer Meal Programs
(CHAMPS)
2014 Regional City Application**

Application Submission

Please use the following guidelines to prepare your proposal for the regional city application process. The full application should not be more than three pages and must be submitted by email to your faculty city contact with a copy to Jamie Nash at the National League of Cities (nash@nlc.org). The application is due by **October 14, 2014**.

Proposal Instructions

To be considered for a grant award, cities must submit the following:

- 1) A **narrative** (approx. 1-2 pages) which includes the following information:
 - a) *City Lead*: Each regional city must have a contact within city government that will lead the project. Please list:
 - City lead's name and contact information
 - Describe the city lead's role within city government and how he or she will support this project.
 - b) *Current programming (if applicable)*: Please briefly summarize efforts in your city to develop or expand afterschool and/or summer meals programs to date.
 - c) *Program Eligibility*: To be eligible to receive a CHAMPS grant and participate in the project, your city's meal programs must be implemented in or near a school with 50 percent free and reduced priced lunch rates. Please describe eligibility in your community.
 - d) *Partnerships*: List key partners or organizations involved in the project, including any additional city officials and staff who will be part of the team and relevant community partners including school representatives, non-profit organizations, anti-hunger organizations, etc. Briefly describe their roles.
 - e) *Proposed strategies for expansion of meal programs*:
 - Please describe how you plan to expand participation in both the Afterschool and the Summer Meal Programs.
 - Include specific numeric goals for the 1) number of children you will reach through the project, 2) number of meals that will be served, 3) number of sites where the meal program will operate and/or the number of new sites expected to open during the grant period.
 - Include any other desired outcomes for the project.

- 2) **Proposed timeline for project implementation:** Include key milestones and potential dates you anticipate reaching these milestones
- 3) A **budget** including the amount of funds requested and description of proposed use(s) of grant funds including any key dates for planned expenditures. Requested funds cannot exceed \$30,000.

Allowable Use of Funds

NLC and its partner the Food, Research and Action Center (FRAC) will carefully examine the proposed uses of grant funds as part of the application review process. While not intended to reflect all possible options, the following list contains examples of allowable expenditures*:

- Use of staff or project consultants to develop and implement local strategies that increase utilization of the Afterschool and Summer Meal Programs (if funds will be used for new staff, please indicate how, if at all, staffing will be sustained after the grant ends);
- Communication efforts needed to assess progress in the two regional cities and to support regular contact with the regional city teams;
- Costs associated with the regional convening or summit focused on the goals of the CHAMPS project;
- Outreach designed to support and promote the Afterschool and Summer Meal Programs (e.g., public service advertising, promotional materials, community events);
- Data collection and/or analysis to determine the number of children currently served by the Afterschool and Summer Meal Programs and inform decisions to target specific neighborhoods or groups;
- Equipment, such as coolers, refrigerators or cambros, for continued expansion within the city

**Funds cannot be used to purchase food, including supplementary items to meals served as part of the federal nutrition programs.*

CHAMPS Project Timeline

- NLC expects grantee cities to provide two reports during the grant period, a mid-year and final report. Both should include data on program participation, including the number of new sites as well as number of children and meals served. NLC will provide a template for the final report.
- Each city’s team lead and another team member will also be expected to participate in a cross-site meeting in spring 2015. The date and location for this meeting will be determined at a later date.

Applications Due to Faculty Cities	October 14, 2014
Regional Cities selected for grants	October 31, 2014
CHAMPS technical assistance project	October 2014 – December 2015
CHAMPS cross-site meeting (date and location TBD)	February 2015
Mid-year reports due to NLC	April 15, 2015
Final reports due to NLC	December 15, 2015
Project ends	December 31, 2015

RESOLUTION NO. _____
SERIES OF 2014

A RESOLUTION AUTHORIZING THE CITY OF ENGLEWOOD, COLORADO, TO FILE AN APPLICATION WITH THE CITY AND COUNTY OF DENVER FOR A NATIONAL LEAGUE OF CITIES, "COMBATING HUNGER THROUGH AFTERSCHOOL AND SUMMER MEAL PROGRAMS (CHAMPS) GRANT.

WHEREAS, there is a need for help from local leaders to reduce child hunger in their communities and their region; and

WHEREAS, the CHAMPS Program provides grants to participating municipalities to help meet the need by expanding participation in the Federal Afterschool and Summer Meal Programs; and

WHEREAS, to participate in the grant program, local governments must submit an application along with the City and County of Denver; and

WHEREAS, the City of Englewood has received a notice of fund availability and would be participating with the City and County of Denver and the City of Aurora; and

WHEREAS, the City of Englewood, Colorado desires to apply for these funds.

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

Section 1. The City of Englewood, Colorado, is hereby authorized to file applications to Partner with the City and County of Denver in the National League of Cities' and Food research and Action Center's "Combating Hunger Through Afterschool and Summer Meal Programs" (CHAMPS)

Section 2. The Mayor and City Clerk are authorized to sign and attest all necessary forms, documents, assurances and certifications for the application for participation in "Combating Hunger Through Afterschool and Summer Meal Programs" (CHAMPS) for and on behalf of the City Council and the City of Englewood.

ADOPTED AND APPROVED this 6th day of October, 2014.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

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

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date: October 6, 2014	Agenda Item: 11 a i	Subject: Intergovernmental Agreement with City of Cherry Hills Village for Vehicle Maintenance and Repair
Initiated By: Department of Public Works	Staff Source: Pat White, Fleet Manager	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

An Intergovernmental Agreement that has been in place for approximately 12 years to provide vehicle maintenance and repair for the City of Cherry Hills Village. Continuation of the contract was discussed on the July 28, 2014 Study Session.

RECOMMENDED ACTION

Staff recommends Council approve a bill for an ordinance to continue with an Intergovernmental Agreement with Cherry Hills Village for Vehicle Maintenance and Repair.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Cities of Englewood and Cherry Hills Village have maintained an Intergovernmental Agreement for Vehicle Maintenance and Repair for approximately 12 years. Based on Council's direction at the July 28, 2014 Study Session, staff negotiated an increase in the labor rate with Sheridan.

FINANCIAL IMPACT

Increase in labor rate from \$68 per hour to \$78 per hour. This contract provides \$65,000 - \$100,000 in revenue to the City on a yearly basis.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 46
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD, COLORADO, AND THE CITY OF CHERRY HILLS VILLAGE, COLORADO, WHEREBY THE CITY OF ENGLEWOOD WILL PROVIDE THE CITY OF CHERRY HILLS VILLAGE WITH VEHICLE MAINTENANCE.

WHEREAS, since 1992 the City of Englewood has serviced vehicles for other governmental entities; and

WHEREAS, the City of Englewood and the City of Cherry Hills Village entered into an intergovernmental agreement whereby Englewood provided Cherry Hills Village with vehicle maintenance by the passage of Ordinance No. 9, Series of 2003 and Ordinance No. 21, Series of 2008; and

WHEREAS, the Contract authorized the extension of the services for three additional one year periods to be negotiated by the City Manager or his designee; and

WHEREAS, the City of Englewood and the City of Cherry Hills Village desire to continue such agreement whereby Englewood shall provide the City of Cherry Hills Village with maintenance of their vehicles; and

WHEREAS, the passage of this proposed Ordinance authorizes an Intergovernmental Agreement between Englewood and the City of Cherry Hills Village for maintenance of their vehicles for a one year period and includes a provision for an extension of services for three additional one year periods;

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

Section 1. The intergovernmental agreement between the City of Cherry Hills Village, Colorado, and the City of Englewood, Colorado, for vehicle maintenance, attached 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 Agreement for and on behalf of the City of Englewood, Colorado.

Section 3. The City Manager is authorized to negotiate and sign and the City Clerk to attest and seal any extensions of this Contract for three additional one year periods for and on behalf of the City of Englewood, Colorado;

Introduced, read in full, and passed on first reading on the 6th day of October, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of October, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of October, 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 6th day of October, 2014.

Loucrishia A. Ellis

CONTRACT

THIS AGREEMENT, entered into this 19th day of August, 2014 by and between the City of Englewood, whose address is 1000 Englewood Parkway, Englewood, Colorado 80110 and the City of Cherry Hills Village, whose address is 2450 E. Quincy Ave, Cherry Hills Village, CO 80110.

TERMS OF CONTRACT

NOW THEREFORE, IT IS AGREED by and between the City of Englewood and the City of Cherry Hills Village that:

1. The City of Englewood, Colorado shall perform the following services:

The City of Englewood shall perform all necessary repairs and maintenance on the vehicles owned by the City of Cherry Hills Village to the satisfaction of the City of Cherry Hills, and the City of Cherry Hills shall pay to the City of Englewood for such services the sum of seventy-eight dollars (\$78.00) per hour, in addition to the cost to the City of Englewood of any parts or outside vendor charges plus thirty percent (30%) handling fee.
2. The City of Englewood will proceed with the performance of the services called for in Paragraph No. 1 on June 1, 2014 and the Contract shall terminate on May 31, 2015. Three additional one (1) year periods may be negotiated by the City Manager or his designee.
3. Some maintenance of the City of Cherry Hills Village's vehicles shall be performed by the City of Englewood according to a schedule to be made by the City of Cherry Hills Village and approved by the City of Englewood as part of this agreement, and shall include work requested by Cherry Hills Village or work identified by Englewood during inspection of the vehicle.
4. The City of Englewood shall repair any vehicles of the City of Cherry Hills Village delivered to the City of Englewood for that purpose in a good, workmanlike manner.
5. The City of Englewood and the City of Cherry Hills Village agree not to: refuse to hire, discharge, promote, demote or discriminate in any matter of compensation; performance, services or otherwise, against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry.
6. This Contract may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties.
7. The City of Englewood by and through its employees and agents shall be considered for all purposes of the Contract, to be independent contractors and not employees of the City of Cherry Hills Village.
8. The City of Cherry Hills Village by and through its employees and agents shall be considered for all purposes of the Contract, to be independent contractors and not employees of the City of Englewood.

9. The City of Englewood shall not assign or transfer its interest in the Contract without the written consent of the City of Cherry Hills Village. Any unauthorized assignment or transfer shall render the Contract null, void and of no effect as to the City of Cherry Hills Village.
10. Neither party shall not assign or transfer its interest in the Contract without the written consent of the other party. Any unauthorized assignment or transfer shall render the Contract null, void and of no effect.
11. The City of Englewood shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of the repairs under the Contract. The City of Englewood shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services related to the Contract.
12. Either party of the Contract may terminate the Contract by giving to the other party 30 days notice in writing with or without good cause shown. Upon delivery of such notice by the City of Cherry Hills Village to the City of Englewood and upon expiration of the 30 day period, the City of Englewood shall discontinue all services in connection with the performance of the Contract. As soon as practicable after receipt of notice of termination, the City of Englewood shall submit a statement, showing in detail the services performed under the Contract to the date of termination. The City of Cherry Hills Village shall then pay the City of Englewood promptly that proportion of the prescribed charges which the services actually performed under the Contract bear to the total services called for under the Contract, less such payments on account of the charges as have been previously made.
13. All notices and communications under the Contract to be mailed or delivered to the City of Englewood shall be to the following address:

Director of Public Works
City of Englewood
1000 Englewood Parkway
Englewood, Colorado 80110

All notices and communications pertaining to the Contract shall be mailed or delivered to the City of Cherry Hills Village at the following address:

Director of Public Works
City of Cherry Hills Village
2450 E. Quincy Ave.
Cherry Hills Village, Colorado 80113

14. The terms and conditions of the Contract shall be binding upon each City, its successors and assigns.
15. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City of Cherry Hills Village and the City of Englewood.

16. This Contract is to be governed by the laws of the State of Colorado. Venue for any proceeding brought in connection with this Contract shall be in Arapahoe County.
17. This Contract may be executed in counterparts, using manual, electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

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

ATTEST:

CITY OF ENGLEWOOD

Loucrishia A. Ellis, City Clerk

Randy P. Penn, Mayor

ATTEST:

~~CITY OF CHERRY HILLS TOWNSHIP~~

Laura Smith, City Clerk

Douglas M. Isaac, Mayor

COUNCIL COMMUNICATION

Date: October 6, 2014	Agenda Item: 11 a ii	Subject: Intergovernmental Agreement with City of Sheridan for Vehicle Maintenance and Repair
Initiated By: Department of Public Works	Staff Source: Pat White, Fleet Manager	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

An Intergovernmental Agreement that has been in place for approximately 20 years to provide vehicle maintenance and repair for the City of Sheridan. Continuation of the contract was discussed on the July 28, 2014 Study Session.

RECOMMENDED ACTION

Staff recommends Council approve a bill for an ordinance to continue with an Intergovernmental Agreement with the City of Sheridan for Vehicle Maintenance and Repair.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Cities of Englewood and Sheridan have maintained an Intergovernmental Agreement for Vehicle Maintenance and Repair for approximately 20 years. Based on Council's direction at the July 28, 2014 Study Session, staff negotiated an increase in the labor rate with Sheridan.

FINANCIAL IMPACT

Increase of labor rate from \$68 per hour to \$78 to hour. This contract provides \$65,000 - \$100,000 in revenue to the City on a yearly basis.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 47
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD, COLORADO, AND THE CITY OF SHERIDAN, COLORADO, WHEREBY THE CITY OF ENGLEWOOD WILL PROVIDE THE CITY OF SHERIDAN WITH VEHICLE MAINTENANCE.

WHEREAS, since 1992 the City of Englewood has serviced vehicles for other governmental entities; and

WHEREAS, the City of Englewood and the City of Sheridan entered into an intergovernmental agreement whereby Englewood provided Sheridan with vehicle maintenance by the passage of Ordinance No. 3, Series of 2004/2005 and Ordinance No. 10, Series of 2010; and

WHEREAS, the Contract authorized the extension of the services for three additional one year periods to be negotiated by the City Manager or his designee; and

WHEREAS, the City of Englewood and the City of Sheridan desire to continue such agreement whereby Englewood shall provide the City of Sheridan with maintenance of their vehicles; and

WHEREAS, the passage of this proposed Ordinance authorizes an Intergovernmental Agreement between Englewood and the City of Sheridan for maintenance of their vehicles for a one year period and includes a provision for an extension of services for three additional one year periods;

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

Section 1. The intergovernmental agreement between the City of Sheridan, Colorado, and the City of Englewood, Colorado, for vehicle maintenance, attached 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 for and on behalf of the City of Englewood, Colorado.

Section 3. The City Manager is authorized to negotiate and sign and the City Clerk to attest and seal any extensions of this Contract for three additional one year periods for and on behalf of the City of Englewood, Colorado;

Introduced, read in full, and passed on first reading on the 6th day of October, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of October, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of October, 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 6th day of October, 2014.

Loucrishia A. Ellis

CONTRACT

THIS AGREEMENT, entered into this 8th day of August, 2014 by and between the City of Englewood, whose address is 1000 Englewood Parkway, Englewood, Colorado 80110 and the City of Sheridan, whose address is 4101 South Federal Boulevard, Englewood, Colorado 80110.

TERMS OF CONTRACT

NOW THEREFORE, IT IS AGREED by and between the City of Englewood and the City of the City of Sheridan that:

1. The City of Englewood, Colorado shall perform the following services:

The City of Englewood shall perform all necessary repairs and maintenance on the vehicles owned by the City of the City of Sheridan to the satisfaction of the City of Sheridan, and the City of the City of Sheridan shall pay to the City of Englewood for such services the sum of seventy-eight dollars (\$78) per hour, in addition to the cost to the City of Englewood of any parts or outside vendor charges plus thirty percent (30%) handling fee.
2. The City of Englewood will proceed with the performance of the services called for in Paragraph No. 1 on June 1, 2014 and the Contract shall terminate on May 31, 2015. Three additional one (1) year periods may be negotiated by the City Manager or his designee.
3. Some maintenance of the City of the City of Sheridan's vehicles shall be performed by the City of Englewood according to a schedule to be made by the City of The City of Sheridan and approved by the City of Englewood as part of this agreement, and shall include work requested by the City of Sheridan or work identified by Englewood during inspection of the vehicle.
4. The City of Englewood shall repair any vehicles of the City of The City of Sheridan delivered to the City of Englewood for that purpose in a good, workmanlike manner.
5. The City of Englewood and the City of the City of Sheridan agree not to: refuse to hire, discharge, promote, demote or discriminate in any matter of compensation; performance, services or otherwise, against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry.
6. This Contract may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties.
7. The City of Englewood by and through its employees and agents shall be considered for all purposes of the Contract, to be independent contractors and not employees of the City of The City of Sheridan.
8. The City of Sheridan by and through its employees and agents shall be considered for all purposes of the Contract, to be independent contractors and not employees of the City of Englewood.

9. The City of Englewood shall not assign or transfer its interest in the Contract without the written consent of the City of Sheridan. Any unauthorized assignment or transfer shall render the Contract null, void and of no effect as to the City of Sheridan.
10. Neither party shall not assign or transfer its interest in the Contract without the written consent of the other party. Any unauthorized assignment or transfer shall render the Contract null, void and of no effect.
11. The City of Englewood shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of the repairs under the Contract. The City of Englewood shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services related to the Contract.
12. Either party of the Contract may terminate the Contract by giving to the other party 30 days notice in writing with or without good cause shown. Upon delivery of such notice by the City of Sheridan to the City of Englewood and upon expiration of the 30 day period, the City of Englewood shall discontinue all services in connection with the performance of the Contract. As soon as practicable after receipt of notice of termination, the City of Englewood shall submit a statement, showing in detail the services performed under the Contract to the date of termination. The City of Sheridan shall then pay the City of Englewood promptly that proportion of the prescribed charges which the services actually performed under the Contract bear to the total services called for under the Contract, less such payments on account of the charges as have been previously made.
13. All notices and communications under the Contract to be mailed or delivered to the City of Englewood shall be to the following address:

Director of Public Works
City of Englewood
1000 Englewood Parkway
Englewood, Colorado 80110

All notices and communications pertaining to the Contract shall be mailed or delivered to the City of Sheridan at the following address:

Devin Grawbery
City of Sheridan
4101 South Federal Boulevard
The City of Sheridan, Colorado 80110

14. The terms and conditions of the Contract shall be binding upon each City, its successors and assigns.
15. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City of Sheridan and the City of Englewood.

16. This Contract is to be governed by the laws of the State of Colorado. Venue for any proceeding brought in connection with this Contract shall be in Arapahoe County.
17. This Contract may be executed in counterparts, using manual, electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

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

ATTEST:

CITY OF ENGLEWOOD

Loucrishia A. Ellis, City Clerk

Randy P. Penn, Mayor

ATTEST:

CITY OF SHERIDAN

City Clerk

C. Devin Granberg, Mayor

City Manager



COUNCIL COMMUNICATION

Date October 6, 2014	Agenda Item 11 a iii	Subject Bill For An Ordinance Establishing The 2014 Mill Levy Collected in 2015
Initiated By Department Of Finance and Administrative Services		Staff Source Frank Grylewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council and staff began the 2015 budget process at the April 28, 2014 Study Session with an overview of the Five Year Forecast, Long Term Asset Reserve (LTAR) and preliminary budget discussion.

The Proposed Budget was discussed with Council at the August 4, 2014 Study Session. The Proposed Budget was reviewed again with Council and staff at the August 18, 2014 Study Session.

On September 2, 2014, the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations as well as a Citizens' Budget.

A public hearing to gather citizen input regarding the 2015 Proposed Budget was held on September 15, 2014.

A "budget workshop" was held at the September 22, 2014 Study Session to discuss input from citizens at the public hearing.

RECOMMENDED ACTION

Staff recommends Council approve this bill for an ordinance establishing the 2014 City of Englewood Mill Levy to be collected in 2015.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood assesses property tax for the general government operations and for the General Obligation Bonds Debt Service Fund. TABOR restricts the City from raising the mill levy without a vote of the citizens. The City's general mill levy has been unchanged since 1992. This year's General Fund mill levy remains unchanged at 5.880 mills. The 2014 levy is certified to Arapahoe County by December 15, 2014 for collection in 2015.

FINANCIAL IMPACT

Based on the assessed valuation for the City of Englewood as certified by the Arapahoe County Assessor, the *estimated* net assessed value of all properties in Englewood for 2014 is \$497,290,217 compared to \$498,726,880 for 2013. The 2014 mill for General Fund operations is 5.880 mills and 2.244 mills for the General Obligation Bonds Debt Service Fund. The total mill levy is 8.124 for 2014 collected in 2015. The total amount budgeted for the General Fund is \$2,900,000 (net of uncollectibles, abatements, etc.). The amount budgeted for the General Obligation Bonds Debt Service Fund is \$1,107,000 (net of uncollectibles, abatements, etc.).

A homeowner with a \$200,000 dollar home in Englewood would pay the following to the City of Englewood:

Market Value	\$200,000
Assessment Ratio	7.96%
Assessed Value	\$15,920
General Operations Mill Levy	5.880
Taxes Paid For General Fund Operations	\$93.61

Market Value	\$200,000
Assessment Ratio	7.96%
Assessed Value	\$15,920
Community Center Bond Fund Mill Levy	2.244
Taxes Paid For General Obligation Bonds	\$35.72

Market Value	\$200,000
Assessment Ratio	7.96%
Assessed Value	\$15,920
Total Mill Levy	8.124
Total Taxes Paid To City Of Englewood	\$129.33

LIST OF ATTACHMENTS

Proposed bill for an ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 51
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE FIXING THE TAX LEVY IN MILLS UPON EACH DOLLAR OF THE ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, it is the duty of the City Council of the City of Englewood, Colorado, under the Englewood Home Rule Charter and Colorado Revised Statutes, to make the annual property levy for City purposes; and

WHEREAS, the City Council has duly considered the estimated valuation of all the taxable property within the City and the needs of the City and of each of said levies and has determined that the levies as hereinafter set forth, are proper and wise; and

WHEREAS, the following levies are permitted under Article X, Section 20 of the Colorado Constitution without a vote by the citizens;

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

Section 1. That there be and hereby is levied for the year of 2014, due and payable as required by statute in the year 2015, a tax of 5.880 mills on the dollar for the General Fund of the City of Englewood, Colorado, and 2.244 mills on the dollar for the General Obligation Bond Debt Service Fund of the City of Englewood, Colorado.

That the levy hereinabove set forth shall be levied upon each dollar of the assessed valuation of all taxable property within the corporate limits of the City of Englewood, Colorado, and the said levy shall be certified by law.

Introduced, read in full, and passed on first reading on the 6th day of October, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of October, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of October, 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 6th day of October, 2014.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date October 6, 2014	Agenda Item 11 a iv	Subject Bill For An Ordinance Adopting the Budget For Fiscal Year 2015
Initiated By Department Of Finance and Administrative Services		Staff Source Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council and staff began the 2015 budget process at the April 28, 2014 Study Session with an overview of the Five Year Forecast, Long Term Asset Reserve (LTAR) and preliminary budget discussion.

The Proposed Budget was discussed with Council at the August 4, 2014 Study Session. The Proposed Budget was reviewed again with Council and staff at the August 18, 2014 Study Session.

On September 2, 2014, the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations as well as a Citizens' Budget.

A public hearing to gather citizen input regarding the 2015 Proposed Budget was held on September 15, 2014.

A "budget workshop" was held at the September 22, 2014 Study Session to discuss input from citizens at the public hearing.

RECOMMENDED ACTION

Staff recommends Council approve the proposed bill for an ordinance adopting the 2015 Budget.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Charter of the City of Englewood requires the City Council to adopt next year's Budget and Appropriation Ordinances no later than thirty days prior to the first day of the next fiscal year to insure there is legal authority to expend funds.

Due to limited growth in the revenue sources available to the City, the 2015 Budget limited expenditures increases as much as possible while limiting the impact on the citizens. Many City employees continue to sacrifice to make this budget work by using and not cashing out personal leave and taking on additional duties to help maintain service levels and the City's financial reserves.

City staff and Council worked together to hold expenditure increases in check as much as they could but some expenditures, mainly personnel-related, continue to grow outside of the control of staff.

Staff requests Council approve the following by motion:

- Highway User Tax estimate increase \$50,313
- Legislation Budget increase (council salaries) \$1,723
- Fire Department increase for MetCom contract \$182,648
- Fire Department increase Training Bureau Chief \$29,532
- Fire Department increase for personnel \$10,588

Total net change is \$174,178. The Proposed Budget presented at Council on September 8, 2014 showed total sources of \$41,869,711 and total uses of \$44,342,218, with total ending reserves of \$7,943,879.

If Council approves the items listed above by motion total sources of funds are \$41,920,024 total uses of funds are \$44,566,709 and total 2015 reserves are estimated at \$7,769,701 with an Unassigned Fund Balance of \$3,766,602 or nine percent of revenues.

FINANCIAL IMPACT

The General Fund is budgeting (with the motion above) total sources of funds of \$41,920,024 and total uses of funds of \$44,566,709 leaving a total reserve of \$7,769,701 and an Unassigned Fund Balance of \$3,766,602 or nine percent of total revenue. The total General Fund appropriation is \$44,576,902 for 2015.

LIST OF ATTACHMENTS

Proposed bill for an ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 54
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF ENGLEWOOD,
COLORADO, FOR FISCAL YEAR 2015.

WHEREAS, pursuant to the provisions of Part I, Article X, of the Charter of the City of Englewood, Colorado, a budget for fiscal year 2015 was duly submitted by the City Manager to the City Council on September 8, 2014; and

WHEREAS, a public hearing on said budget was held by the City Council within three weeks after its submission at the meeting of the City Council on September 15, 2014. Regular notice of the time and place of said hearing was published within seven days after submission of the budget in the manner provided in the Charter for the publication of an ordinance; and

WHEREAS, the City Council of the City of Englewood has studied and discussed the budget on numerous occasions;

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

Section 1. That the budget of the City of Englewood, Colorado, for fiscal year 2015, as submitted by the City Manager, duly considered by the City Council and with changes made by the City Manager to reflect Council discussion after public hearing, is adopted as the budget for the City of Englewood for the fiscal year 2015.

Section 2. GENERAL FUND

2015 BUDGET

Total Fund Balance, January 1, 2015

\$ 10,416,386

	<u>Revenues</u>
Sales/Use Tax	24,200,000
Property and Specific Ownership Tax	3,160,000
Franchise/Occupation/Cigarette Tax/Hotel	3,208,550
License/Permits	1,107,122
Intergovernmental Revenue	1,350,611
Charges for Services	3,318,899
Cultural & Recreation	2,556,900
Fines & Forfeitures	1,396,844
Interest	88,164
Contribution from Component Units	858,882

Other	<u>329,413</u>
Total Revenues	\$ 41,575,385
Other Financing Sources	<u>294,326</u>
Total Sources of Funds	\$ 41,869,711
	<u>Expenditures</u>
Legislation	355,852
City Manager's Office	731,307
City Attorney's Office	869,106
Municipal Court	1,085,494
Human Resources	482,893
Finance and Administrative Services	1,805,052
Information Technology	1,425,389
Community Development	1,288,781
Public Works	5,790,091
Police	12,157,100
Fire	8,917,066
Library Services	1,317,657
Parks and Recreation Services	6,053,116
Contingencies	200,000
Debt Service	<u>1,863,314</u>
Total Uses of Funds	\$ 44,342,218
Total Fund Balance, December 31, 2015	\$ 7,943,879

Section 3. SPECIAL REVENUE FUNDS

<u>Conservation Trust Fund</u>	
Fund Balance, January 1, 2015	\$ 88,094
Revenues	\$ 310,000
Expenditures	\$ 375,000
Fund Balance, December 31, 2015	\$ 23,094
<u>Community Development Fund</u>	
Fund Balance, January 1, 2015	\$ -0-
Revenues	\$ 360,000
Expenditures	\$ 360,000
Fund Balance, December 31, 2015	\$ -0-

<u>Donors Fund</u>	
Fund Balance, January 1, 2015	\$ 350,233
Revenues	\$ 88,540
Expenditures	\$ 283,000
Fund Balance, December 31, 2015	\$ 155,773
<u>Parks and Recreation Trust Fund</u>	
Fund Balance, January 1, 2015	\$ 457,711
Revenues	\$ 16,300
Expenditures	\$ 365,000
Fund Balance, December 31, 2015	\$ 109,011
<u>Malley Center Trust Fund</u>	
Fund Balance, January 1, 2015	\$ 188,088
Revenues	\$ 7,000
Expenditures	\$ 75,000
Fund Balance, December 31, 2015	\$ 120,088
<u>Open Space Fund</u>	
Fund Balance, January 1, 2015	\$ 63,177
Revenues	\$ 665,000
Expenditures	\$ 663,000
Fund Balance, December 31, 2015	\$ 65,177

Section 4. DEBT SERVICE FUND

<u>General Obligation Bond Fund</u>	
Fund Balance, January 1, 2015	\$ 46,876
Revenues	\$ 1,107,000
Expenditures	\$ 1,110,313
Fund Balance, December 31, 2015	\$ 43,563

Section 5. CAPITAL PROJECT FUNDS

Public Improvement Fund

Fund Balance, January 1, 2015	\$ 171,857
Revenues	\$ 3,109,000
Expenditures and Transfers	\$ 3,244,326
Fund Balance, December 31, 2015	\$ 36,531

Capital Projects Fund

Fund Balance, January 1, 2015	\$ 23,018
Revenues and Transfers In	\$ 703,000
Expenditures	\$ 704,602
Fund Balance, December 31, 2015	\$ 21,416

Section 6. ENTERPRISE FUNDS

Water Fund

Fund Balance, January 1, 2015	\$ 9,121,504
Revenues	\$ 8,519,956
Expenditures	\$ 9,808,593
Fund Balance, December 31, 2015	\$ 7,832,867

Sewer Fund

Fund Balance, January 1, 2015	\$ 1,639,312
Revenues	\$ 16,207,602
Expenditures	\$ 16,927,366
Fund Balance, December 31, 2015	\$ 919,548

Storm Drainage Fund

Fund Balance, January 1, 2015	\$ 1,030,219
Revenues	\$ 329,013
Expenditures	\$ 340,614
Fund Balance, December 31, 2015	\$ 1,018,618

Golf Course Fund

Fund Balance, January 1, 2015	\$ 448,750
Revenues	\$ 1,968,498
Expenditures	\$ 2,230,778
Fund Balance, December 31, 2015	\$ 186,470

Concrete Utility Fund

Fund Balance, January 1, 2015	\$ 329,851
Revenues	\$ 884,200

Expenditures	\$ 880,493
Fund Balance, December 31, 2015	\$ 333,558
<u>Housing Rehabilitation Fund</u>	
Fund Balance, January 1, 2015	\$ 1,570,415
Revenues	\$ 1,000,000
Expenditures	\$ 1,000,000
Fund Balance, December 31, 2015	\$ 1,570,415

Section 7. INTERNAL SERVICE FUNDS

<u>Central Services Fund</u>	
Fund Balance, January 1, 2015	\$ 67,141
Revenues	\$ 316,900
Expenditures and Transfers	\$ 341,307
Fund Balance, December 31, 2015	\$ 42,734
<u>Servicenter Fund</u>	
Fund Balance, January 1, 2015	\$ 1,171,256
Revenues	\$ 2,581,233
Expenditures and Transfers	\$ 3,389,622
Fund Balance, December 31, 2015	\$ 362,867
<u>Capital Equipment Replacement Fund</u>	
Fund Balance, January 1, 2015	\$ 1,575,032
Revenues and Transfers In	\$ 998,000
Expenditures	\$ 1,841,449
Fund Balance, December 31, 2015	\$ 731,583
<u>Risk Management Fund</u>	
Fund Balance, January 1, 2015	\$ 26,288
Revenues	\$ 1,535,568
Expenditures	\$ 1,531,899
Fund Balance, December 31, 2015	\$ 29,957
<u>Employee Benefits Fund</u>	
Fund Balance, January 1, 2015	\$ 42,335
Revenues	\$ 6,553,501
Expenditures	\$ 6,553,714
Fund Balance, December 31, 2015	\$ 42,122

Section 8. That the said budget shall be a public record in the office of the City Clerk and shall be open to public inspection. Sufficient copies thereof shall be made available for the use of the City Council and the public, the number of copies to be determined by the City Manager.

Introduced, read in full, and passed on first reading on the 6th day of October 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of October, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of October, 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 6th day of October, 2014.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date October 6, 2014	Agenda Item 11 a v	Subject Bill For An Ordinance Appropriating Funds For Fiscal Year 2015
Initiated By Department of Finance and Administrative Services		Staff Source Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council and staff began the 2015 budget process at the April 28, 2014 Study Session with an overview of the Five Year Forecast, Long Term Asset Reserve (LTAR) and preliminary budget discussion.

The Proposed Budget was discussed with Council at the August 4, 2014 Study Session. The Proposed Budget was reviewed again with Council and staff at the August 18, 2014 Study Session.

On September 2, 2014, the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations as well as a Citizens' Budget.

A public hearing to gather citizen input regarding the 2015 Proposed Budget was held on September 15, 2014.

A "budget workshop" was held at the September 22, 2014 Study Session to discuss input from citizens at the public hearing.

RECOMMENDED ACTION

Staff recommends Council approve the proposed bill for an ordinance appropriating funds for 2015.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Charter of the City of Englewood requires the City Council to adopt next year's Budget and Appropriation Ordinances no later than thirty days prior to the first day of the next fiscal year to insure there is legal authority to expend funds.

Due to limited growth in the revenue sources available to the City, the 2015 Budget limited expenditures increases as much as possible while limiting the impact on the citizens. Many City employees continue to sacrifice to make this budget work by using and not cashing out personal leave and taking on additional duties to help maintain service levels and the City's financial reserves.

City staff and Council worked together to hold expenditure increases in check as much as they could but some expenditures, mainly personnel-related, continue to grow outside of the control of staff.

Staff requests Council approve the following by motion:

- Highway User Tax estimate increase \$50,313
- Legislation Budget increase (council salaries) \$1,723
- Fire Department increase for MetCom contract \$182,648
- Fire Department increase Training Bureau Chief \$29,532
- Fire Department increase for personnel \$10,588

Total net change is \$174,178. The Proposed Budget presented at Council on September 8, 2014 showed total sources of \$41,869,711 and total uses of \$44,342,218, with total ending reserves of \$7,943,879.

If Council approves the items listed above, by motion, total sources of funds are \$41,920,024 total uses of funds are \$44,566,709 and total 2015 reserves are estimated at \$7,769,701 with an Unassigned Fund Balance of \$3,766,602 or nine percent of revenues.

FINANCIAL IMPACT

The General Fund is budgeting (with the motion above) total sources of funds of \$41,920,024 and total uses of funds of \$44,566,709 leaving a total reserve of \$7,769,701 and an Unassigned Fund Balance of \$3,766,602 or nine percent of total revenue. The total General Fund appropriation is \$44,576,902 for 2015.

LIST OF ATTACHMENTS

Proposed bill for an ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 55
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROPRIATING MONIES FOR ALL MUNICIPAL PURPOSES IN THE CITY OF ENGLEWOOD, COLORADO, FOR FISCAL YEAR BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015, CONSTITUTING WHAT IS TERMED THE ANNUAL APPROPRIATION BILL FOR FISCAL YEAR 2015.

WHEREAS, a public hearing on the Proposed 2014 Budget was held September 15, 2014; and

WHEREAS, the operating budgets and Multiple Year Capital Plan for all City departments and funds were reviewed at a budget workshop held on September 22, 2014; and

WHEREAS, the Charter of the City of Englewood requires the City Council to adopt bills for ordinances adopting the Budget and Appropriation Ordinance no later than thirty days prior to the first day of the next fiscal year.

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

Section 1. That there be and there hereby is appropriated from the revenue derived from taxation in the City of Englewood, Colorado, from collection of license fees and from all other sources of revenue including available fund balances during the year beginning January 1, 2015, and ending December 31, 2015, the amounts hereinafter set forth for the object and purpose specified and set opposite thereto, specifically as follows:

GENERAL FUND

Legislation	\$	355,852
City Manager's Office		731,307
City Attorney's Office		869,106
Municipal Court		1,085,494
Human Resources		482,893
Finance and Administrative Services		1,805,052
Information Technology		1,425,389
Community Development		1,288,781
Public Works		5,790,091
Police		12,157,100
Fire		8,917,066
Library Services		1,317,657

Parks and Recreation Services

6,053,116		
Contingencies		200,000
Debt Service – Civic Center		1,568,988
Debt Service – Other		<u>294,326</u>
Total General Fund	\$	44,342,218

CONSERVATION TRUST FUND

Total Conservation Trust Fund	\$	375,000
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COMMUNITY DEVELOPMENT FUND

Total Community Development Fund	\$	360,000
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DONORS FUND

Total Donors Fund	\$	283,000
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PARKS AND RECREATION TRUST FUND

Total Parks and Recreation Trust Fund	\$	365,000
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MALLEY CENTER TRUST FUND

Total Malley Center Trust Fund	\$	75,000
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OPEN SPACE FUND

Total Open Space Fund	\$	663,050
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GENERAL OBLIGATION BOND FUND

Total General Obligation Bond Fund	\$	1,110,313
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PUBLIC IMPROVEMENT FUND

Total Public Improvement Fund	\$	3,244,326
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CAPITAL PROJECTS FUND

Total Capital Projects Fund \$ 704,602

WATER FUND

Total Water Fund \$ 9,808,593

SEWER FUND

Total Sewer Fund \$ 16,927,366

STORM DRAINAGE FUND

Total Storm Drainage Fund \$ 340,614

GOLF COURSE FUND

Total Golf Course Fund \$ 2,230,778

CONCRETE UTILITY FUND

Total Concrete Utility Fund \$ 880,493

HOUSING REHABILITATION FUND

Total Housing Rehabilitation Fund \$ 1,000,000

CENTRAL SERVICES FUND

Total Central Services Fund \$ 341,307

SERVICENTER FUND

Total ServiCenter Fund \$ 3,389,622

CAPITAL EQUIPMENT REPLACEMENT FUND

Total Capital Equipment Replacement Fund \$ 1,841,449

RISK MANAGEMENT FUND

Total Risk Management Fund \$ 1,531,899

COUNCIL COMMUNICATION

Date October 6, 2014	Agenda Item 11 a vi	Subject Bill For An Ordinance Adopting The Budget For The Littleton/Englewood Wastewater Treatment Plant For Fiscal Year 2015
Initiated By Department of Finance and Administrative Services		Staff Source Frank Grylewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council and staff began the 2015 budget process at the April 28, 2014 Study Session with an overview of the Five Year Forecast, Long Term Asset Reserve (LTAR) and preliminary budget discussion.

The Proposed Budget was discussed with Council at the August 4, 2014 Study Session. The Proposed Budget was reviewed again with Council and staff at the August 18 Study Session.

On September 2, 2014, the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations as well as a Citizens' Budget.

A public hearing to gather citizen input regarding the 2015 Proposed Budget was held on September 15, 2014.

A "budget workshop" was held at the September 22, 2014 Study Session to discuss input from citizens at the public hearing.

RECOMMENDED ACTION

Staff recommends Council approve the proposed bill for an ordinance adopting the Littleton/Englewood Wastewater Treatment Plant Budget for fiscal year 2014.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City Council of the City of Englewood acts as administering authority for the Littleton/Englewood Wastewater Treatment Plant. A part of the duties include adopting bills for ordinances for the 2015 Budget and Appropriation Ordinance no later than thirty days prior to the first day of the next fiscal year.

FINANCIAL IMPACT

The 2015 Littleton/Englewood Wastewater Treatment Plant Budget indicates a beginning funds available balance of \$115,674, total sources of funds of \$16,126,652, and total uses of funds of at \$16,126,652, leaving the ending funds available balance at \$115,674.

The total appropriation (use of funds) for 2015 is \$16,126,652.

LIST OF ATTACHMENTS

Proposed Bill for Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 52
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE ADOPTING THE BUDGET FOR THE LITTLETON/ENGLEWOOD
WASTEWATER TREATMENT PLANT FOR FISCAL YEAR 2015.

WHEREAS, a public hearing on said budget was held by the City Council within three weeks after its submission on September 8, 2014. The hearing was held at the meeting of City Council on September 15, 2014, regular notice of the time and place of said hearing having been published within seven days after the submission of the budget in the manner provided in the Charter for the publication of an ordinance; and

WHEREAS, pursuant to the provisions of an agreement between the City of Littleton, Colorado, and the City of Englewood, Colorado, a budget for fiscal year 2015 was reviewed by the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee and recommended it be submitted to the City Council at their meeting; held on July 17, 2014; and

WHEREAS, the City Council of the City of Englewood, as the administering authority for the Littleton/Englewood Wastewater Treatment Plant, has studied the budget on numerous occasions; and

WHEREAS, it is the intent of the City Council to adopt the 2015 budget for the Littleton/Englewood Wastewater Treatment Plant as now submitted.

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

Section 1. That the budget of the Littleton/Englewood Wastewater Treatment Plant for fiscal year 2015, as submitted by the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee and duly considered by the City Council after public hearing, is hereby adopted as the budget for the Littleton/Englewood Wastewater Treatment Plant for the fiscal year 2015, as follows:

Littleton/Englewood Wastewater Treatment Plant

Fund Balance – January 1, 2015	\$	115,674
Revenues	\$	16,126,652
Expenditures	\$	16,126,652
Fund Balance – December 31, 2015	\$	115,674

Section 2. That the said budget as accepted shall be a public record in the Office of the City Clerk and shall be open to public inspection. Sufficient copies thereof shall be made available for the use of the City Council and the public, the number of copies to be determined by the City Manager.

Introduced, read in full, and passed on first reading on the 6th day of October, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of October, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of October, 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 6th day of October, 2014.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date October 6, 2014	Agenda Item 11 a vii	Subject Bill For An Ordinance Appropriating Funds For The Littleton/Englewood Wastewater Treatment Plant For Fiscal Year 2015
Initiated By Department of Finance and Administrative Services		Staff Source Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council and staff began the 2015 budget process at the April 28, 2014 Study Session with an overview of the Five Year Forecast, Long Term Asset Reserve (LTAR) and preliminary budget discussion.

The Proposed Budget was discussed with Council at the August 4, 2014 Study Session. The Proposed Budget was reviewed again with Council and staff at the August 18, 2014 Study Session.

On September 2, 2014 the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations as well as a Citizens' Budget.

A public hearing to gather citizen input regarding the 2015 Proposed Budget was held on September 15, 2014.

A "budget workshop" was held at the September 22, 2014 Study Session to discuss input from citizens at the public hearing.

RECOMMENDED ACTION

Staff recommends Council approve the proposed bill for an ordinance appropriating funds for the Littleton/Englewood Wastewater Treatment Plant for fiscal year 2015.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City Council of the City of Englewood acts as administering authority for the Littleton/Englewood Wastewater Treatment Plant, a part of the duties include adopting bills for ordinances for the 2015 Budget and Appropriation Ordinance no later than thirty days prior to the first day of the next fiscal year.

FINANCIAL IMPACT

The 2015 Littleton/Englewood Wastewater Treatment Plant Budget indicates a beginning funds available balance of \$115,674, total sources of funds of \$16,126,652, and total uses of funds of at \$16,126,652, leaving the ending funds available balance at \$115,674.

The total appropriation (use of funds) for 2015 is \$16,126,652.

LIST OF ATTACHMENTS

Proposed bill for ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 53
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROPRIATING MONIES FOR THE LITTLETON/ENGLEWOOD WASTEWATER TREATMENT PLANT PURPOSES IN THE FISCAL YEAR BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015, CONSTITUTING WHAT IS TERMED THE ANNUAL APPROPRIATION BILL FOR FISCAL YEAR 2015.

WHEREAS, the Cities of Englewood and Littleton entered into a contract to build, maintain, and operate a joint Wastewater Treatment Plant facility; and

WHEREAS, the operations, including budget matters, of this joint facility are overseen by the Supervisory Committee; and

WHEREAS, the City of Englewood operates the Littleton/Englewood Wastewater Treatment Plant under the control of the Supervisory Committee; and

WHEREAS, the Littleton/Englewood Wastewater Treatment Plant has its own fund for operations and maintenance; and

WHEREAS, the Supervisory Committee recommended the submission of the following as the 2015 appropriations at their meeting held on July 17, 2014.

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

Section 1. That pursuant to the Littleton/Englewood Wastewater Treatment Plant agreement, there be and hereby is appropriated from the revenue derived from operation of the Littleton/Englewood Wastewater Treatment Plant in the City of Englewood, Colorado, and from all other sources of revenue in the Littleton/Englewood Wastewater Treatment Plant Fund including available fund balance during the year beginning January 1, 2015, and ending December 31, 2015, the amounts hereinafter set forth for the object and purpose specified as follows:

Total Littleton/Englewood Wastewater Treatment Plant Fund	\$ 16,126,652
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Introduced, read in full, and passed on first reading on the 6th day of October, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of October, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of October, 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 6th day of October, 2014.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: October 6, 2014	Agenda Item: 11 a viii	Subject: EMTS Provider Grant Award FY 2014
Initiated By: Fire Department		Staff Source: Andrew Marsh, Fire Chief

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

On February 3, 2014, City Council approved Resolution 35 authorizing the application of a grant from the Colorado Department of Public Health and Environment (CDPHE) to assist in the purchase of three new LifePak 15 cardiac monitor/defibrillators. The project to replace this vital equipment is contained in the 2014 approved budget and helps maintain the Fire Department's emergency medical services (EMS) at the same high level that the City and its citizens have come to expect.

RECOMMENDED ACTION

Staff recommends Council adopt a bill for an ordinance authorizing the acceptance of a \$48,669.87 grant award from the CDPHE to assist in the purchase of three new Lifepak 15 cardiac monitor/defibrillators with associated equipment and extended warranty package. This project requires a 50 percent match by our City in the amount of \$48,669.88, which is included in the 2014 approved budget.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant program, a part of CDPHE, is intended to assist public and private organizations in maintaining, improving and expanding the emergency medical and trauma services system in Colorado.

The monitor/defibrillators currently in use by the Fire Department are experiencing an increasing level of down time per unit due to age and high usage, and Physio Control is no longer supporting the older units. New Lifepak 15s are necessary for the Fire Department to continue to perform acceptably the advanced life support care that comprises about 83 percent of the EMS call volume.

The Lifepak 15 model is currently in its fourth year, allowing the company to work out any initial problems and have all the enhancements that keep the equipment on the technological cutting edge. The new model is similar to our current Lifepaks which enables a smooth operational transition, and our neighboring entities all work with the new Lifepak15s, so this will allow cross-staffed calls to run more efficiently.

FINANCIAL IMPACT

The final bid from Physio Control for the three Lifepak 15s is \$97,339.75. The EMTS provider grant award is for 50 percent of this total or \$48,669.87. The City's required 50 percent match is within the approved 2014 budget for this project.

LIST OF ATTACHMENTS

Physio Control Quote
Proposed Bill for an Ordinance



Physio-Control, Inc.
 11811 Willows Road NE
 P.O. Box 97023
 Redmond, WA 98073-9723 U.S.A
 www.physio-control.com
 tel 800 442 1142
 fax 800.732.0956

To: Steve Green
 Englewood Fire Department
 3615 South Elati Street
 ENGLEWOOD, CO 80110
 Phone: (303) 762-2470

Quote#: 1-269739779
Rev#: 3
Quote Date: 08/17/2014
Sales Consultant: Nikki Kroner
 800-442-1142 x 72793
FOB: Redmond, WA

Terms: All quotes subject to credit approval and the following terms & conditions

Contract: None

Exp Date: 12/16/2014

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99577-001255 - LP15 MONITOR/DEFIB, CPR, Pace, to 360J, SPO2, 12L GL, NIBP, CO2, Trend, BT THE LIFEPAK 15 IS AN ADAPTIV BIPHASIC FULLY ESCALATING (TO 360 JOULES) MULTI-PARAMETER MONITOR/DEFIBRILLATOR . INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11898-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 21300-008084 (one per order) and ShipKit- 41577-000138. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	3	\$29,995.00	\$5,399.10	\$0.00	\$24,595.90	\$73,787.70
2	11577-000004 - STATION BATTERY CHARGER AC OPERATION FOR STATIONARY APPLICATIONS, FOR USE WITH THE LI-ION 5.7 AMP BATTERY. INCLUDES AC POWER CORD, MOUNTING BRACKET AND OPERATING INSTRUCTIONS	2	\$1,682.00	\$252.30	\$0.00	\$1,429.70	\$2,859.40
3	21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	9	\$424.00	\$63.60	\$0.00	\$360.40	\$3,243.60
4	11140-000072 - LP16 AC Power Supply	1	\$1,524.00	\$228.60	\$0.00	\$1,295.40	\$1,295.40
5	11140-000080 - CABLE-EXTERNAL POWER, EXTENSION CABLE-EXTERNAL POWER, EXTENSION	1	\$274.00	\$41.10	\$0.00	\$232.90	\$232.90
6	11140-000015 - AC POWER CORD	1	\$73.00	\$10.95	\$0.00	\$62.05	\$62.05
7	11171-000040 - M-LNCS PDTX,PED ADHESIVE SENSOR,20/BOX, REF 2510 M-LNCS PED ADHESIVE SENSOR,20/BOX, REF 2510	1	\$350.00	\$52.50	\$0.00	\$297.50	\$297.50
8	11171-000046 - M-LNCS DCI, ADULT REUSABLE SENSOR, REF 2501 M-LNCS DCI, ADULT REUSABLE SENSOR, REF 2501	3	\$295.00	\$44.25	\$0.00	\$250.75	\$752.25
9	11160-000003 - NIBP CUFF- REUSEABLE,CHILD	3	\$24.00	\$3.60	\$0.00	\$20.40	\$61.20

Quote#: 1-269739779
 Rev#: 3
 Quote Date: 09/17/2014

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
10	11160-000007 - NIBP CUFF- REUSEABLE,LARGE ADULT	3	\$32.00	\$4.80	\$0.00	\$27.20	\$81.60
11	21300-007299 - NIBP TUBING - 9 FOOT FOR USE WITH LIFEPAK 15 MONITOR/DEFIBRILLATOR	3	\$54.00	\$8.10	\$0.00	\$45.90	\$137.70
12	11577-000002 - LIFEPAK 15 Basic Carry Case w/ right & left pouches	3	\$284.00	\$42.60	\$0.00	\$241.40	\$724.20
13	11220-000028 - Top Pouch Includes shoulder strap 11577-000001 Storage for sensors and electrodes. Insert in place of standard paddles.	3	\$50.00	\$7.50	\$0.00	\$42.50	\$127.50
14	11260-000039 - LP15 Rear Pouch for carrying case	3	\$73.00	\$10.95	\$0.00	\$62.05	\$186.15
15	LP15-OSCOMP-3up - LIFEPAK 15 POS Service Contract - 3 YEAR. On-site Comprehensive Coverage. Price per unit. Pricing contingent on payment in full up front.	3	\$5,040.00	\$804.80	\$0.00	\$4,435.20	\$13,305.60
16	50999-000117 - ZONE TRAVEL CHARGE: ZONE 1	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SUB TOTAL	\$97,154.75
ESTIMATED TAX	\$0.00
ESTIMATED SHIPPING & HANDLING	\$185.00
GRAND TOTAL	\$97,339.75

Pricing Summary Totals

List Price:	\$116,942.00
Cash Discounts:	- \$19,787.25
Tax + S&H:	+ \$185.00

GRAND TOTAL FOR THIS QUOTE \$97,339.75

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:
800-732-0956, ATTN: REP SUPPORT**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: JY/03871501/1-4GLGJH

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no charge are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 57
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING ACCEPTANCE OF "COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) GRANT" BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE STATE OF COLORADO.

WHEREAS, the Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant program, a part of the Colorado Department of Public Health and Environment (CDPHE), is intended to assist public and private organizations in maintaining, improving and expanding the emergency medical and trauma services in Colorado; and

WHEREAS, the monitor/defibrillators currently in use by the Fire Department are experiencing an increasing level of down time per unit due to age and high usage, and Physio Control is no longer supporting the older units; and

WHEREAS, new Lifepak 15 cardiac monitor/defibrillators are necessary for the Fire Department to continue to be able to perform advanced life support care that comprises about 83% of the EMS call volume; and

WHEREAS, the City Council of the City of Englewood authorized the application of a grant from the Colorado Department of Public Health and Environment (CDPHE) to assist in the purchase of three new Lifepak 15 cardiac monitor/defibrillators by the passage of Resolution No. 35, Series of 2014; and

WHEREAS, the Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant has been awarded the City a grant for 50%, which is a matching grant requiring a 50% match by the City of \$48,669.88.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant awarded by the State of Colorado, attached hereto as Exhibit A.

Section 2. The Mayor is authorized to sign the acceptance agreement for and on behalf of the City of Englewood, Colorado.

Section 3. The Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant funds are being awarded by the State of Colorado.

Introduced, read in full, and passed on first reading on the 6th day of October, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of October, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of October, 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 6th day of October, 2014.

Loucrishia A. Ellis



STATE OF COLORADO
 Department of Public Health and Environment

EXHIBIT
A

ORDER		** IMPORTANT **	
Number:	PO FAAA FHMA201500000000064	The order number and line number must appear on all invoices, packing slips, cartons and correspondence	
Date:	09/03/14		
Description:	FHMA,4090, City of Englewood, Prov Grant FY15	BILL TO	
BUYER		EMERGENCY MED SVCS-HPDP-EMS-A2	
Buyer:		4300 CHERRY CREEK DRIVE SO	
Email:		DENVER, CO 80246-1530	
VENDOR		SHIP TO	
CITY OF ENGLEWOOD		EMERGENCY MED SVCS-HPDP-EMS-A2	
1000 ENGLEWOOD PKWY		4300 CHERRY CREEK DRIVE SO	
ENGLEWOOD, CO 80110-2373		DENVER, CO 80246-1530	
Contact: vendor		SHIPPING INSTRUCTIONS	
Phone: 999-999-9999		Delivery/Install Date:	
		F.O.B:	
		VENDOR INSTRUCTIONS:	

EXTENDED DESCRIPTION
 FHMA,4090, City of Englewood-Englewood Fire Department, Provider Grant FY15-EMTS equipment.

This award is made in accordance with the vendor's 2015 grant request statement of work which is incorporated herein. The state must be invoiced within 30 days after the ending date of this PO. The state will fund costs for each grant category up to the amounts listed on this PO. Should the grantee realize savings, it will be shared proportionately between grantee and state at match rate per the statement of work.

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	\$0.00	\$48,669.87	<input type="checkbox"/>
Description: Grant Commodity						
Start Date: 08/29/14			End Date: 06/30/15			

TERMS AND CONDITIONS
<https://www.colorado.gov/osc/purchase-order-terms-conditions>

DOCUMENT TOTAL = \$48,669.87

COUNCIL COMMUNICATION

Date: October 6, 2014	Agenda Item: 11 a ix	Subject: Fire Station Location Analysis
Initiated By: Fire Department		Staff Source: Andrew Marsh, Fire Chief

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

At the Study Session meeting on September 8, 2014, City Council directed that staff proceed as soon as possible with a fire station location analysis to be completed by November 2014. This action supports the outcomes of "a City that provides and maintains quality infrastructure" and "a safe, clean, healthy and attractive City."

RECOMMENDED ACTION

Staff recommends Council approve a bill for an ordinance authorizing an intergovernmental agreement, by and between the Metropolitan Area Communications Center (MetCom) Authority and the City of Englewood to approve a Proposal for Service for a Fire Station Location Analysis.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

City Council and staff have been considering various alternatives for the future provision of fire and emergency medical services in our City. With regard to facility capital improvements, options discussed have included remodeling, rebuilding and/or relocating fire stations. Using geographic information system (GIS) mapping and data analysis, the goals of this study are to identify the ideal locations for fire stations, determine the potential impact of each station location, and provide recommendations for fire station locations. Staff contacted MetCom about conducting the analysis within the condensed timetable requested by City Council. As a local, quasi-governmental fire and emergency medical services dispatch agency with extensive GIS and analytic capabilities, MetCom is uniquely qualified to be able to conduct this quick study by the requested deadline.

FINANCIAL IMPACT

MetCom has submitted a Proposal for Service for an amount not to exceed \$7,800 and with a completion date of October 31, 2014. This expense would be covered with the approval of a Resolution for a Supplemental Appropriation of funds from the Unassigned Fund Balance in the General Fund.

LIST OF ATTACHMENTS

Proposed Bill for Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 59
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE METROPOLITAN AREA COMMUNICATIONS CENTER AUTHORITY (METCOM) AND THE CITY OF ENGLEWOOD, COLORADO REGARDING A FIRE STATION LOCATION ANALYSIS.

WHEREAS, the City has been considering various alternatives for the future provision of fire and emergency services; and

WHEREAS, with regard to facility capital improvements, options considered have included remodeling, rebuilding and/or relocating fire stations; and

WHEREAS, MetCom was created between the Parker Fire Protection District and South Metro Fire Rescue, to provide emergency services communications, dispatching services, and technology support; and

WHEREAS, MetCom was contacted concerning the possibility of using geographic information system (GIS) mapping and data analysis, the goals of this study are to identify the ideal locations for fire stations, determine the potential impact of each station location, and provide recommendations for fire station locations; and

WHEREAS, MetCom is comprised of the original Organizing Members, Parker Fire Protection District and South Metro Fire Rescue, and such additional Members as may be added to MetCom from time to time pursuant to Article IV of the MetCom Agreement; and

WHEREAS, MetCom was contacted about conducting the analysis within the condensed timetable requested by the Englewood City Council; and

WHEREAS, as a local quasi-governmental fire and emergency medical services dispatch agency with extensive GIS and analytic capabilities, MetCom is uniquely qualified to be able to conduct this quick study by the requested deadline; and

WHEREAS, Article III, Section 3.5.4 of the MetCom Agreement authorizes MetCom to enter into contracts with local government entities and political subdivisions of the State of Colorado; and

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourages and authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the *Metropolitan Area Communications Center Fire Station Location Analysis proposal and Agreement*, attached hereto as Exhibit A.

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest said *Metropolitan Area Communications Center Fire Station Location Analysis proposal and Agreement* for and on behalf of the City of Englewood.

Section 3. No federal funds are being used for this project.

Introduced, read in full, and passed on first reading on the 6th day of October, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of October, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of October, 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 6th day of October, 2014.

Loucrishia A. Ellis

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made as of this ____ day of _____, 20__, (the "Effective Date") by and between MetCom, a quasi governmental corporation ("Consultant"), and The City of Englewood, Colorado, a municipal corporation organized under the laws of the State of Colorado ("City").

City desires that Consultant, from time to time, provide certain consulting services, systems integration services, data conversion services, training services, and/or related services as described herein, and Consultant desires to perform such services on behalf of City on the terms and conditions set forth herein.

In consideration of the foregoing and the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Definitions.** The terms set forth below shall be defined as follows:

(a) "Intellectual Property Rights" shall mean any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (1) rights associate with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (2) trademark and trade name rights and similar rights, (3) trade secret rights, (4) patents, designs, algorithms and other industrial property rights, (5) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (6) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(b) "Work Product" shall mean all patents, patent applications, inventions, designs, mask works, processes, methodologies, copyrights and copyrightable works, trade secrets including confidential information, data, designs, manuals, training materials and documentation, formulas, knowledge of manufacturing processes, methods, prices, financial and accounting data, products and product specifications and all other Intellectual Property Rights created, developed or prepared, documented and/or

delivered by Consultant, pursuant to the provision of the Services.

2. **Statements of Work.** During the term hereof and subject to the terms and conditions contained herein, Consultant agrees to provide, on an as requested basis, the consulting services, systems integration services, data conversion services, training services, and related services (the "Services") as further described in Schedule A (the "Statement of Work") for City, and in such additional Statements of Work as may be executed by each of the parties hereto from time to time pursuant to this Agreement. Each Statement of Work shall specify the scope of work, specifications, basis of compensation and payment schedule, estimated length of time required to complete each Statement of Work, including the estimated start/finish dates, and other relevant information and shall incorporate all terms and conditions contained in this Agreement

3. **Performance of Services.**

(a) **Performance.** Consultant shall perform the Services necessary to complete all projects outlined in a Statement of Work in a timely and professional manner consistent with the specifications, if any, set forth in the Statement of Work, and in accordance with industry standards. Consultant agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents in completing the projects outlined in a Statement of Work.

(b) **Delays.** Consultant agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Consultant's ability to meet the requirements of the Agreement, or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement or any Statement of Work. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

(c) **Discrepancies.** If anything necessary for the clear understanding of the Services has been omitted from the Agreement specifications or it appears that various instructions are in conflict, Vendor shall secure written instructions from City's project director before proceeding with the performance of the Services affected by such omissions or discrepancies.

4. Invoices and Payment. Unless otherwise provided in a Statement of Work, City shall pay the amounts agreed to in a Statement of Work within thirty (30) days following the acceptance by City of the work called for in a Statement of Work by City. Acceptance procedures shall be outlined in the Statement of Work. If City disputes all or any portion of an invoice for charges, then City shall pay the undisputed portion of the invoice by the due date and shall provide the following notification with respect to the disputed portion of the invoice. City shall notify Consultant as soon as possible of the specific amount disputed and shall provide reasonable detail as to the basis for the dispute. The parties shall then attempt to resolve the disputed portion of such invoice as soon as possible. Upon resolution of the disputed portion, City shall pay to Consultant the resolved amount.

5. Taxes. City is not subject to taxation. No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices. City shall not be obligated to pay or reimburse Consultant for any taxes attributable to the sale of any Services which are imposed on or measured by net or gross income, capital, net worth,

franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by Consultant. Upon written notification by City and subsequent verification by Consultant, Consultant shall reimburse or credit, as applicable, City in a timely manner, for any and all taxes erroneously paid by City. City shall provide Consultant with, and Consultant shall accept in good faith, resale, direct pay, or other exemption certificates, as applicable.

6. Out of Pocket Expenses. Consultant shall be reimbursed only for expenses which are expressly provided for in a Statement of Work or which have been approved in advance in writing by City, provided Consultant has furnished such documentation for authorized expenses as City may reasonably request.

7. Audits. Consultant shall provide such employees and independent auditors and inspectors as City may designate with reasonable access to all sites from which Services are performed for the purposes of performing audits or inspections of Consultant's operations and compliance with this Agreement. Consultant shall provide such auditors and inspectors any reasonable assistance that they may require. Such audits shall be conducted in such a way so that the Services or services to any other customer of Consultant are not impacted adversely.

8. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue unless this Agreement is terminated as provided in this Section 8.

(a) **Convenience.** City may, without cause and without penalty, terminate the provision of Services under any or all Statements of Work upon thirty (30) days prior written notice. Upon such termination, City shall, upon receipt of an invoice from Consultant, pay Consultant for Services actually rendered prior to the effective date of such termination. Charges will be based on time expended for all incomplete tasks as listed in the applicable Statement of Work, and all completed tasks will be charged as indicated in the applicable Statement of Work.

(b) No Outstanding Statements of Work. Either party may terminate this Agreement by providing the other party with at least thirty (30) days prior written notice of termination if there are no outstanding Statements of Work.

(c) Material Breach. If either party materially defaults in the performance of any term of a Statement of Work or this Agreement with respect to a specific Statement of Work (other than by nonpayment) and does not substantially cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting party may terminate this Agreement or any or all outstanding Statements of Work by providing ten (10) days prior written notice of termination to the defaulting party.

(d) Bankruptcy or Insolvency. Either party may terminate this Agreement effective upon written notice stating its intention to terminate in the event the other party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee, custodian, or liquidator for its business or all or substantially all of its assets; (3) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency laws; or (4) files a petition seeking relief or reorganization under any bankruptcy or insolvency laws is filed against that other party and is not dismissed within sixty (60) days after it was filed.

(e) TABOR. 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 to the contrary, all payment obligations of City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next

succeeding December 31. Financial obligations of 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 City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

(f) Return of Property. Upon termination of this Agreement, both parties agree to return to the other all property (including any Confidential Information, as defined in Section 11) of the other party that it may have in its possession or control.

9. City Obligations. City will provide timely access to City personnel, systems and information required for Consultant to perform its obligations hereunder. City shall provide to Consultant's employees performing its obligations hereunder at City's premises, without charge, a reasonable work environment in compliance with all applicable laws and regulations, including office space, furniture, telephone service, and reproduction, computer, facsimile, secretarial and other necessary equipment, supplies, and services. With respect to all third party hardware or software operated by or on behalf of City, City shall, at no expense to Consultant, obtain all consents, licenses and sublicenses necessary for Consultant to perform under the Statements of Work and shall pay any fees or other costs associated with obtaining such consents, licenses and sublicenses.

10. Staff. Consultant is an independent consultant and neither Consultant nor Consultant's staff is, or shall be deemed to be employed by City. City is hereby contracting with Consultant for the Services described in a Statement of Work and Consultant reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Consultant or Consultant's staff, and City shall not be required to hire, supervise or pay any assistants to help Consultant perform the Services under this Agreement. Except to the extent that Consultant's work must be performed on or with City's computers or City's

existing software, all materials used in providing the Services shall be provided by Consultant.

11. Confidential Information.

(a) **Obligations.** Each party hereto may receive from the other party information which relates to the other party's business, research, development, trade secrets or business affairs ("Confidential Information"). Subject to the provisions and exceptions set forth in the Colorado Open Records Act, CRS Section 24-72-101 et. seq., each party shall protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, each party hereto agrees not to disclose or permit any other person or entity access to the other party's Confidential Information except such disclosure or access shall be permitted to an employee, agent, representative or independent consultant of such party requiring access to the same in order to perform his or her employment or services. Each party shall insure that their employees, agents, representatives, and independent consultants are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 11. Further, each party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other party. A party hereto shall undertake to immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict either party with respect to information or data identical or similar to that contained in the Confidential Information of the other party but which (1) that party rightfully possessed before it received such information from the other as evidenced

by written documentation; (2) subsequently becomes publicly available through no fault of that party; (3) is subsequently furnished rightfully to that party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

(b) **Know-How.** For the avoidance of doubt neither City nor Consultant shall be prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

(c) **Remedies.** Each of the parties hereto agree that if any of them, their officers, employees or anyone obtaining access to the Confidential Information of the other party by, through or under them, breaches any provision of this Section 11, the non-breaching party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations and benefits which the breaching party, its officers or employees directly or indirectly realize or may realize as a result of or growing out of, or in connection with any such breach. In addition to, and not in limitation of the foregoing, in the event of any breach of this Section 11, the parties agree that the non-breaching party will suffer irreparable harm and that the total amount of monetary damages for any such injury to the non-breaching party arising from a violation of this Section 11 would be impossible to calculate and would therefore be an inadequate remedy at law. Accordingly, the parties agree that the non-breaching party shall be entitled to temporary and permanent injunctive relief against the breaching party, its officers or employees and such other rights and remedies to which the non-breaching party may be entitled to at law, in equity or under this Agreement for any violation of this Section 11. The provisions of this Section 11 shall survive the expiration or termination of this Agreement for any reason.

12. Project Managers. Each party shall designate one of its employees to be its Project Manager under each Statement of Work, who shall act for that party on all matters

under the Statement of Work. Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers for each Statement of Work shall meet as often as either one requests to review the status of the Statement of Work.

13. Warranties.

(a) **Authority.** Consultant represents and warrants that: (1) Consultant has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (2) the execution of this Agreement by Consultant, and the performance by Consultant of its obligations and duties hereunder, do not and will not violate any agreement to which Consultant is a party or by which it is otherwise bound under any applicable law, rule or regulation; (3) when executed and delivered by Consultant, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (4) Consultant acknowledges that City makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement

(b) **Service Warranty.** Consultant warrants that its employees and consultants shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.

(c) **Personnel.** Unless a specific number of employees is set forth in the Statement of Work, Consultant warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement or as set forth in the Statement of Work. During the course of performance of Services, City may, for any or no reason, request replacement of an employee or a proposed employee. In such event, Consultant shall, within five (5) working days of receipt of such request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. Consultant shall require employees providing

Services at a City location to comply with applicable City security and safety regulations and policies.

(d) **Compensation and Benefits.** Consultant shall provide for and pay the compensation of employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Consultant or to any employee for Consultant's failure to perform its compensation, benefit, or tax obligations. Consultant shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

14. Indemnification.

(a) **Consultant Indemnification.** Consultant shall indemnify, defend and hold harmless City, its directors, officers, employees, and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing (the "City Indemnitees") from and against all losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, suffered or incurred by a City Indemnitee directly or indirectly arising from or related to: (1) any negligent or intentional act or omission by Consultant or its representatives in the performance of Consultant's obligations under this Agreement, or (2) any material breach in a representation, warranty, covenant or obligation of Consultant contained in this Agreement.

(b) **Infringement.** Consultant will indemnify, defend, and hold City harmless from all Indemnifiable Losses arising from any third party claims that any Work Product or methodology supplied by Consultant infringes or misappropriates any Intellectual Property

rights of any third party; provided, however, that the foregoing indemnification obligation shall not apply to any alleged infringement or misappropriation based on: (1) use of the Work Product in combination with products or services not provided by Consultant to the extent that such infringement or misappropriation would have been avoided if such other products or services had not been used; (2) any modification or enhancement to the Work Product made by City or anyone other than Consultant or its sub-consultants; or (3) use of the Work Product other than as permitted under this Agreement.

(c) Indemnification Procedures. Notwithstanding anything else contained in this Agreement, no obligation to indemnify which is set forth in this Section 14 shall apply unless the party claiming indemnification notifies the other party as soon as practicable to avoid any prejudice in the claim, suit or proceeding of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge and gives the other party the opportunity to control the response thereto and the defense thereof; provided, however, that the party claiming indemnification shall have the right to participate in any legal proceedings to contest and defend a claim for indemnification involving a third party and to be represented by its own attorneys, all at such party's cost and expense; provided further, however, that no settlement or compromise of an asserted third-party claim other than the payment/money may be made without the prior written consent of the party claiming indemnification.

(d) Immunity. City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to City, its officers, or its employees.

15. Insurance.

(a) Requirements. Consultant agrees to keep in full force and effect and maintain at

its sole cost and expense the following policies of insurance during the term of this Agreement:

(1) The Consultant shall comply with the Workers' Compensation Act of Colorado and shall provide compensation insurance to protect the City from and against any and all Workers' Compensation claims arising from performance of the work under this contract. Workers' Compensation insurance must cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, as well as the Employers' Liability within the minimum statutory limits.

(2) Commercial General Liability Insurance and auto liability insurance (including contractual liability insurance) providing coverage for bodily injury and property damage with a combined single limit of not less than three million dollars (\$3,000,000) per occurrence.

(3) Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Consultant's operations or Services in an amount not less than one million dollars (\$1,000,000) per occurrence.

(4) Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Consultant personnel, acting alone or with others, in an amount not less than one million dollars (\$1,000,000) per occurrence.

(b) Approved Companies. All such insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state or territory where the Services are being performed.

(c) Certificates. Consultant shall provide City with certificates of insurance evidencing compliance with this Section 15 (including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Certificates of

insurance will list the City of Englewood as an additional insured. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially change the insurance afforded under the above policies unless thirty (30) days' notice of such cancellation, reduction or material change has been provided to City.

16. Rights in Work Product.

(a) **Generally.** Except as specifically agreed to the contrary in any Statement of Work, all Intellectual Property Rights in and to the Work Product produced or provided by Consultant under any Statement of Work shall remain the property of Consultant. With respect to the Work Product, Consultant unconditionally and irrevocably grants to City during the term of such Intellectual Property Rights, a non-exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such Intellectual property Rights.

(b) **Know-How.** Notwithstanding anything to the contrary herein, each party and its respective personnel and consultants shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other party.

17. Relationship of Parties. Consultant is acting only as an independent consultant and does not undertake, by this Agreement, any Statement of Work or otherwise, to perform any obligation of City, whether regulatory or contractual, or to assume any responsibility for City's business or operations. Neither party shall act or represent itself, directly or by implication, as an agent of the other, except as expressly authorized in a Statement of Work.

18. Complete Agreement. This Agreement contains the entire agreement

between the parties hereto with respect to the matters covered herein.

19. Applicable Law. Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in the applicable Statement of Work. This Agreement shall be construed in accordance with the laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state or federal court situated in Arapahoe County, Colorado and each party hereto consents to jurisdiction and venue before such courts.

20. Scope of Agreement. If the scope of any provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent to and agree that such scope may be judicially modified accordingly and that the whole of such provision of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law.

21. Additional Work. After receipt of a Statement of Work, City, with Consultant's consent, may request Consultant to undertake additional work with respect to such Statement of Work. In such event, City and Consultant shall execute an addendum to the Statement of Work specifying such additional work and the compensation to be paid to Consultant for such additional work.

22. Sub-consultants. Consultant may not subcontract any of the Services to be provided hereunder without the prior written consent of City. In the event of any permitted subcontracting, the agreement with such third party shall provide that, with respect to the subcontracted work, such sub-consultant shall be subject to all of the obligations of Consultant specified in this Agreement.

23. Notices. Any notice provided pursuant to this Agreement shall be in writing to the parties at the addresses set forth below and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested or (3) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other party hereto.

24. Assignment. This Agreement may not be assigned by Consultant without the prior written consent of City. Except for the prohibition of an assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

25. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to this Agreement.

26. Headings. The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth on the first page of this Agreement are incorporated into the body of this Agreement. The exhibits referred to throughout this Agreement and any Statement of Work prepared in conformance with this Agreement are incorporated into this Agreement.

27. Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not effect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

28. Force Majeure. If performance by Consultant of any service or obligation under this Agreement is prevented, restricted,

delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communications failures, earthquakes, war, revolution, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any governmental or judicial authority or representative of any such government, or any other act whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Consultant, then Consultant shall be excused from such performance to the extent of such prevention, restriction, delay or interference. If the period of such delay exceeds thirty (30) days, City may, without liability, terminate the affected Statement of Work(s) upon written notice to Consultant.

29. Time of Performance. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

30. Permits. Consultant shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local statute, ordinance or regulation for the performance of the Services under the Agreement. Consultant shall also comply with the provisions of all Applicable Laws in performing the Services under the Agreement. At its own expense and at no cost to City, Consultant shall make any change, alteration or modification that may be necessary to comply with any Applicable Laws that Consultant failed to comply with at the time of performance of the Services.

31. Media Releases. Except for any announcement intended solely for internal distribution by Consultant or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Consultant, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Consultant or its employees or agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall

be coordinated with and approved in writing by City prior to the release thereof. Consultant shall not represent directly or indirectly that any Services provided by Consultant to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Consultant's customers without City's express written consent.

32. Nonexclusive Market and Purchase Rights. It is expressly understood and agreed that this Agreement does not grant to Consultant an exclusive right to provide to City any or all of the Services and shall not prevent City from acquiring from other suppliers services similar to the Services. Consultant agrees that acquisitions by City pursuant to this Agreement shall neither restrict the right of City to cease acquiring nor require City to continue any level of such acquisitions. Estimates or forecasts furnished by City to Consultant prior to or during the term of this Agreement shall not constitute commitments.

33. Survival. The provisions of Sections 5, 8(g), 10, 11, 13, 14, 16, 17, 19, 23, 25 and 31 shall survive any expiration or termination for any reason of this Agreement.

34. Verification of Compliance with C.R.S. 8-17.5-101 ET.SEQ. Regarding Hiring of Illegal Aliens:

(a) **Employees, Consultants and Sub-consultants:** Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Consultant shall not contract with a sub-consultant that fails to certify to the Consultant that the sub-consultant 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:** Consultant will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. Consultant 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 Consultant obtains actual knowledge that a sub-consultant performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall;

(1) notify the sub-consultant and the City within three days that the Consultant has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and

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

(d) **Duty to Comply with State Investigation:** Consultant 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 Consultant's breach of any section of this paragraph or provisions required pursuant to CRS 8-17.5-102. Consultant 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 34.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF ENGLEWOOD, COLORADO

By: _____
(Signature)
Randy P. Penn

(Print Name)

Title: Mayor

Date: _____

ATTEST:

City Clerk - Loucrishia A. Ellis

METROPOLITAN AREA COMMUNICATIONS
CENTER (METCOM) AUTHORITY

(Consultant Name)

9195 E Mineral Ave
Address
Centennial CO 80112

(Signature)
Gaul Smith

(Print Name)

Title: Director

Date: 9/23/14

STATEMENT OF WORK



Fire Station Location Analysis
City of Englewood Fire Department

Document Version 1.1

MetCom
9195 East Mineral Avenue
Centennial, Colorado 80112

September 19, 2014

1. Introduction

MetCom has received a request from the City of Englewood Fire Department for GIS and analytic services in support of a high level Fire Station Location Study.

The key goals of this study include:

1. Determine the ideal locations for fire station(s) within the City of Englewood utilizing performance standards as outlined by the City's Fire Department.
2. Determine the potential impact of each station location model on fire departments in neighboring jurisdictions, using geographic information system (GIS) mapping and data analysis.
3. Provide recommendations for fire station locations based on the results of the GIS analysis. Based on time limitations, this study will not take into account effective group response or community risk in its base analysis.

The use of GIS analysis will help support Englewood Fire Department's planning, response, and incident management. When a fire occurs, any delay of responding fire companies can make the difference between the rescue of occupants versus serious injury or death.

2. Description of Services

Incident Analysis

MetCom will perform an incident analysis to create baseline data for station location modeling. A GIS display of these historical incidents and supporting tabular information will be included in the report. Baseline data used in this study will include:

- *Incident type*
- *Date of incident*
- *Time of incident report*
- *Units that responded*
- *Unit arrival times*

Incidents will be queried based on incident type, time, units assigned, and other variables to complete this analysis.

Response time analysis will be performed utilizing a fire station layer and a street layer. Each street line segment between intersections contains attribute information such as road type, distance, and travel speeds (miles per hour). This information will allow MetCom to identify a station location, specify a travel time, and run a network analysis.



The result will be displayed by an irregular polygon around the station that illustrates where the fire apparatus could travel in any direction for the specified time. This type of analysis will be performed on a single station and simultaneously on all stations to analyze gaps in coverage, establish run orders, and more.

3. Summary of Costs

MetCom's proposed cost of service for this project includes the personnel and software required to complete the station analysis and make recommendations on the location(s) based on the following requested models from EFD:

Model 1

- One Station in the City of Englewood
- One station in the City of Englewood with automatic aid from SMFRA and LFR
- One station in the City of Englewood with automatic aid from SMFRA, LFR and the City of Sheridan.

Model 2

- Two stations in the City of Englewood
- Two Stations in the City of Englewood with automatic aid from SMFRA and LFR
- Two Stations in the City of Englewood with automatic aid from SMFRA, LFR and the City of Sheridan.

Model 3

- Three Stations in the City of Englewood
- Three Stations in the City of Englewood with automatic aid from SMFRA and LFR
- Three Stations in the City of Englewood with automatic aid from SMFRA, LFR and the City of Sheridan.

Station location will be based on best location for the station to insure the first on scene units arrive within the prescribed response time. Availability of the land, community risk assessment, and effective response group are not being considered in this study at the request of Englewood Fire Department.

Pricing – City of Englewood

MetCom's agrees to provide the final report to the City of Englewood Fire Chief on or before October 31, 2014. The proposed cost for the base analysis, summary report and presentation to City Council (if requested) will not exceed \$7,800.00.



COUNCIL COMMUNICATION

Date: October 6, 2014	Agenda Item: 11 c i	Subject: A Resolution Approving FY2015 Community Development Block Grant Application
Initiated By: Community Development Department		Staff Source: Harold J. Stitt, Senior Planner

PREVIOUS COUNCIL ACTION

City Council has approved resolutions to file Community Development Block Grant (CDBG) applications almost annually since 1977. Participation in the Arapahoe County entitlement program began in 1991. Participation is authorized in three-year increments. Ordinance 25, Series of 2012, approved an Intergovernmental Agreement to participate in the Arapahoe County Community Development Block Grant and HOME Investment Partnership Programs for federal fiscal years 2013 through 2015.

RECOMMENDED ACTION

Staff recommends that Council approve a resolution authorizing staff to apply to Arapahoe County for the City of Englewood's portion of federal fiscal year 2015 Community Development Block Grant (CDBG) funds.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The U. S. Dept. of Housing and Urban Development (HUD) CDBG Entitlement Program provides grants to units of local government and urban counties to meet housing and community development needs. The objective of the program is to enhance urban communities by providing:

- decent, safe, affordable housing;
- improved infrastructure;
- public facilities and services;
- economic opportunities.

The Federal Program objectives are achieved through projects developed by local governments that primarily benefit low and moderate-income families as well as other federal objectives. The request for funds may also include activities that meet urgent development needs in communities such as damage from flooding, tornadoes, fire, etc. Local governments determine which activities best serve the objectives of the program.

Funds are appropriated annually by the Congress for the CDBG program and are allocated by statutory formula to each entitlement area. Arapahoe County is approved as an urban county entitlement area. The CDBG grant funds are currently distributed to participating cities within Arapahoe County. Each participating city receives a set-aside portion of the total CDBG allocation. The current participating cities

are the Cities of Englewood, Littleton, Sheridan, Glendale, Deer Trail, Centennial, and Greenwood Village. The funding level for the City of Englewood for FY2015 is anticipated to be \$150,000, the same as it was for 2014.

Applications for each proposed project must be submitted to Arapahoe County no later than October 31, 2014 in order to receive 2015 CDBG funding. The applications for the City of Englewood will be for a total of \$150,000.00. Englewood's FY2015 program consists of two projects. These projects continue to meet current housing and neighborhood needs benefitting low and moderate-income families. All projects are subject to additional review by City staff, Arapahoe County CDBG administrators and the County Commissioners. The listed projects and funding levels may change based on those reviews. FY2015 CDBG funds will be requested for the following projects:

- 1) \$127,500 for an energy efficiency home improvements project focusing on improvements that provide increased energy conservation and efficiency in the home;
- 2) \$22,500 for a fifteenth year request to transfer a portion of the City's CDBG allocation to directly fund the Family Tree application that assists with staffing needs for the House of Hope homeless shelter. Family Tree will submit an application directly to Arapahoe County for the grant. A letter of sponsorship is only required from the City to support Family Tree's application to Arapahoe County.

FINANCIAL IMPACT

Existing Community Development staff will administer the proposed projects. Staff salaries and benefits represent the City's participation in the projects.

LIST OF ATTACHMENTS

Proposed Resolution

RESOLUTION NO. _____
SERIES OF 2014

A RESOLUTION AUTHORIZING THE CITY OF ENGLEWOOD, COLORADO, TO FILE AN APPLICATION WITH ARAPAHOE COUNTY FOR A 2015 COMMUNITY DEVELOPMENT BLOCK GRANT.

WHEREAS, the Englewood City Council has approved CDBG applications since 1977 and approved the execution of an Intergovernmental Agreement with the passage of Ordinance No. 37, Series of 1991, covering the City's participation in the Arapahoe County CDBG Entitlement Program for funding years 1992 through 1994; and

WHEREAS, the Englewood City Council approved passage of Ordinance No. 13, Series of 2006, authorizing the execution of an Intergovernmental Agreement between the City of Englewood and Arapahoe County covering participation in the Arapahoe County CDBG Entitlement Program for funding years 2007 through 2009; and

WHEREAS, the Englewood City Council approved passage of Ordinance No. 22, Series of 2009, authorizing the execution of an Intergovernmental Agreement between the City of Englewood and Arapahoe County covering participation in the Arapahoe County CDBG Program and HOME Investment Partnership Programs for federal fiscal years 2010 through 2012; and

WHEREAS, the Englewood City Council approved passage of Ordinance No. 25, Series of 2012, authorizing the execution of an Intergovernmental Agreement between the City of Englewood and Arapahoe County covering participation in the Arapahoe County CDBG Program and HOME Investment Partnership Programs for federal fiscal years 2013 through 2015; and

WHEREAS, the Arapahoe County Community Development Block Grant Program provides grants to participating municipalities to meet housing and community development needs; and

WHEREAS, to compete in the Arapahoe County Community Development Block Grant Program, local governments must submit an application; and

WHEREAS, the City of Englewood has received a notice of fund availability; and

WHEREAS, the City of Englewood, Colorado, desires to apply for these funds through the Arapahoe County 2015 Community Development Block Grant to fund the Energy Efficiency Englewood Project, and House of Hope staffing project.

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

Section 1. The City of Englewood, Colorado, is hereby authorized to file applications for an Arapahoe County 2015 Community Development Block Grant.

Section 2. The Mayor and City Clerk are authorized to sign and attest all necessary forms, documents, assurances and certifications for the Community Development Block Grant applications for and on behalf of the City Council and the City of Englewood.

ADOPTED AND APPROVED this 6th day of October, 2014.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

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

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date: October 6, 2014	Agenda Item: 11 c ii	Subject: Resolution for a supplemental appropriation of funds to conduct a station location study
Initiated By: Finance and Administrative Services Department		Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council has discussed the Fire Department on numerous occasions. At the September 2, 2014 Study Session a station location study was discussed and Council directed staff to engage a consultant with expertise in these types of studies. If approved by Council, this action supports the outcome "A safe, clean, healthy and attractive City" by providing the City with a plan to locate stations in their optimal locations and minimize response times to fire and other emergency responses.

RECOMMENDED ACTION

Staff recommends City Council approve a supplement appropriation as follows:

SOURCES AND USES OF FUNDS:

GENERAL FUND:

SOURCE OF FUNDS:

Fund Balance \$7,800

USE OF FUNDS:

Fire Department – Professional Services \$7,800

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The future of the Fire Department, either as a "stand-alone" department or affiliating with another entity has been the topic of discussion with Council, staff, and the public for years. Preparation of the 2015 Budget highlighted the operational and capital needs of the Department that have not been met in the past and requirements in the future.

At the September 2, 2014 Study Session City Council was presented with a financial analysis of the operation and capital funding requirements to maintain a stand-alone, status quo department over the long term. Status quo would mean keeping three stations in their current locations. City Council and staff concluded that it was unknown if the three stations were optimally located and a study would be in order to determine if three stations were needed and where stations should be located.

The Fire Department staff concluded MetCom was the only option to provide the study in a timely manner.

FINANCIAL IMPACT

The Unassigned Fund Balance in the General Fund will be reduced \$7,800.

LIST OF ATTACHMENTS

Proposed Resolution

RESOLUTION NO. _____
SERIES OF 2014

A RESOLUTION APPROPRIATING FUNDS TO CONDUCT A FIRE STATION STUDY.

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

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

WHEREAS, the future of the Fire Department, either as a “stand-alone” department or affiliating with another entity had been studied and discussed; and

WHEREAS, preparation of the 2015 Budget highlighted the operational and capital needs of the Fire Department which have not been met in the past and requirements for the future; and

WHEREAS, at the September 2, 2014 Study Session, City Council was presented with a financial analysis of the operation and capital funding requirements to maintain a stand-alone, status quo department over the long term; and

WHEREAS, status quo would mean keeping three stations in their current locations; and

WHEREAS, City Council concluded that it was unknown if the three stations were optimally located and a study would be in order to determine if three stations were needed and where stations should be located; and

WHEREAS, the Fire Department concluded MetCom was the only option to provide the study in a timely manner; and

WHEREAS, the passage of this Resolution appropriates the funds for the Fire location study.

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

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

GENERAL FUND:

SOURCE OF FUNDS:

Fund Balance	\$7,800
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USE OF FUNDS:

Fire Department – Professional Services	\$7,800
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Section 2. The City Manager and the Director of Finance and Administrative Services are hereby authorized to make the above changes to the 2014 Budget for the City of Englewood.

ADOPTED AND APPROVED this 6th day of October, 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

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2014

COUNCIL BILL NO. 58
 INTRODUCED BY COUNCIL
 MEMBER _____

A BILL FOR

AN ORDINANCE AMENDING TITLE 1, CHAPTER 5, SECTION 8, OF THE ENGLEWOOD MUNICIPAL CODE 2000 PERTAINING TO CITY COUNCIL SALARIES.

WHEREAS, Council Member salaries have not been amended since the passage of Ordinance No. 67, Series of 1997; and

WHEREAS, City Council desires to amend Title 1-5-8 of the Englewood Municipal Code 2000; and

WHEREAS, Section 21 of the Englewood Home Rule Charter provides that salaries may be changed by Ordinance, but shall not be increased during the current term of the Council enacting such Ordinance;

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 1, Chapter 5, Section 8, of the Englewood Municipal Code 2000 to read as follows:

1-5-8: SALARIES OF COUNCIL MEMBERS: The monthly salaries of the Council Members are hereby fixed in the following amounts:

Mayor	\$700.00	\$900.00
Mayor Pro Tem	\$650.00	\$850.00
Council Member	\$600.00	\$800.00

Section 2. This Ordinance shall not increase the salary of a Council Member during their current term in office.

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.

Introduced, read in full, and passed on first reading on the 6th day of October, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of October, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of October, 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 8th day of October, 2014.

Loucrishia A. Ellis