

**Agenda for the  
Regular Meeting of the  
Englewood City Council  
Monday, October 20, 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 October 6, 2014.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
  - a. Elaine Hults will be present to address Council about a variety of concerns.
  - b. Francine Trujillo will be present to address City Council with concerns about parking at Belleview and Delaware.
  - c. Vanita Jensen will be present to address City Council regarding parking concerns at Belleview and Delaware.
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.

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| Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed. |
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8. Communications, Proclamations, and Appointments.
  
9. Consent Agenda Items
  - a. Approval of Ordinances on First Reading.
    - i. Council Bill No. 60 – Recommendation from the Utilities Department to adopt a bill for an ordinance authorizing Supplement #23 a Wastewater Connector’s Agreement with the Valley Sanitation District for inclusion of land within the district. **Staff Source: Stewart H. Fonda, Director of Utilities.**
  - b. Approval of Ordinances on Second Reading.
    - i. Council Bill No. 46, authorizing continuation of an Intergovernmental Agreement with Cherry Hills Village for vehicle maintenance and repair.
    - ii. Council Bill No. 47, authorizing continuation of an Intergovernmental Agreement with Sheridan for vehicle maintenance and repair.
    - iii. Council Bill No. 56, 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 River Group for the River Run Project.
  - c. Resolutions and Motions.
  
10. Public Hearing Items. (None Scheduled)
  
11. Ordinances, Resolutions and Motions.
  - a. Approval of Ordinances on First Reading
    - i. Council Bill No. 61 - Recommendation from the Department of Parks and Recreation to adopt a bill for an ordinance approving an intergovernmental agreement accepting ownership and maintenance of a bicycle/pedestrian trail constructed by South Suburban Park and Recreation District through the northwest corner of Belleview Park. **Staff Sources: Dave Lee, Manager of Open Space.**
    - ii. Council Bill No. 62 – Recommendation from the Utilities Department to adopt a bill for an ordinance authorizing license agreement for crossing City Ditch and a construction easement with South Suburban Parks and Recreation District for the Big Dry Creek Trail connection. **Staff Source: Stewart H. Fonda, Director of Utilities.**

- iii. Council Bill No. 63 – Recommendation from the Community Development Department to adopt a bill for an ordinance authorizing an Encroachment Agreement for the construction of upper level balconies and a canopy with Bannock Club, LLC at 201 Englewood Parkway. **Staff Source: Chris Neubecker, Senior Planner.**
  - iv. Council Bill No. 64 – Recommendation from the Fire Department to adopt a bill for an ordinance authorizing a User Agreement with the Metropolitan Area Communications Center Authority regarding fire dispatch services. **Staff Source: Andrew Marsh, Fire Chief.**
- b. Approval of Ordinances on Second Reading.
- i. Council Bill No. 51, establishing the 2014 Mill Levy to be collected in 2015.
  - ii. Council Bill No. 54, adopting the City of Englewood Budget [as amended] for Fiscal Year 2015.
  - iii. Council Bill No. 55, appropriating funds [as corrected] for the City of Englewood for Fiscal Year 2015.
  - iv. Council Bill No. 52, adopting the Budget for the Littleton/Englewood Wastewater Treatment Plant for Fiscal Year 2015.
  - v. Council Bill No. 53, appropriating funds for the Littleton/Englewood Wastewater Treatment Plant for 2015.
  - vi. Council Bill No. 57, authorizing the acceptance of an EMTS grant from the Colorado Department of Public Health and Environment in the amount of \$48,669.87
  - vii. Council Bill No. 58, amending the Englewood Municipal Code pertaining to City Council Salaries.
  - viii. Council Bill No. 59, authorizing an intergovernmental agreement with the Metropolitan Area Communications Center Authority regarding a fire station location analysis study.
- c. Resolutions and Motions
- i. Recommendation from the Utilities Department to approve, by motion, an addendum to the current contract for the Allen Water Filtration Plant residual removal and a disposal to Secure On-Site Services USA in the amount of \$232,846.75 for disposal of 1000 cubic yard of production. **Staff Source: Stewart H. Fonda, Director of Utilities.**
  - ii. Recommendation from the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee to approve, by motion, a professional services agreement for an Arc Flash Hazard Analysis Study. Staff further recommends awarding a contract to the lowest acceptable bidder, Emerson Network Power – Electric Reliability Services, in the amount of \$53,528. **Staff Source: Stewart H. Fonda, Director of Utilities and Chong Woo, Engineering/Maintenance Manager.**

12. General Discussion.
  - a. Mayor's Choice.
  - b. Council Members' Choice.
13. City Manager's Report.
14. City Attorney's Report.
15. Adjournment.

## COUNCIL COMMUNICATION

|   |  |   |
|---|--|---|
| <b>Date</b><br>October 20, 2014             | <b>Agenda Item</b><br>9 a i                                    | <b>Subject</b><br>Valley Supplement #23 |
| <b>INITIATED BY</b><br>Utilities Department | <b>STAFF SOURCE</b><br>Stewart H. Fonda, Director of Utilities |   |

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

None.

### RECOMMENDED ACTION

The Water and Sewer Board, at their July 8, 2014 meeting, recommended Council approval of a Bill for an Ordinance approving Valley Supplement #23.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood provides sewage treatment to a population of about 70,000 people outside the City through contracts with numerous connector districts. The area is defined by the natural drainage and extends south and east from Broadway to the Valley Highway and from Hampden to Lincoln Ave. excluding Highlands Ranch. By contract the City of Englewood must approve any additions of land to be served by the districts. These are usually in-fill situations that are within what the City considers to be the area it has committed to serve. Adequate capacity has been provided in the treatment plant to accommodate all such future inclusions.

A request was made by the William and Rosalie Miller Trust representing the owner/developer, for inclusion into the Valley Sanitation District. Supplement #23 is for an area approximately 1/2 acre. The zoning per Arapahoe County is R-1, Residential. The proposed use of the property is to remain residential.

The legal is attached as Exhibit A. The property is located near Bow Mar Drive and W. Berry Ave., with an existing address of 5495 Caribou Road, Littleton, CO 80123.

### FINANCIAL IMPACT

None.

### LIST OF ATTACHMENTS

Approved Water and Sewer Board Minutes from July 8, 2014  
Bill for Ordinance



3. VALLEY SUPPLEMENT #23 – 5495 CARIBOU RD., LITTLETON, CO

A request was made by the William and Rosalie Miller Trust representing the owner/developer for inclusion into the Valley Sanitation District. Supplement #23 is for an area approximately ½ acre. The zoning per Arapahoe County is R-1, Residential. The proposed use of the property is to remain the same. The property is located near Bow Mar Dr. and W. Berry Ave. with an existing address of 5495 Caribou Rd.

Motion: To approve Valley Supplement #23 into the Valley Sanitation District.

Moved: Seconded:

Motion carried.

4. ALLEN WATER PLANT ROOF REPLACEMENTS.

The existing Allen Water Treatment roof consists of tar and gravel and is over 40 years old and is past its service life. In addition, the June 14<sup>th</sup> hail storm damaged the remaining newer roofs from the 1997 construction of various out buildings. WJE completed the third phase of the Clarkson Water Storage Rehabilitation Project and have completed past projects on time and under budget. Utilities staff is recommending retaining WFE for the Allen Water Plant Roof Project.

Motion: To retain WJE for the Allen Water Plant Roof Project.

Moved: Seconded:

Motion carried.

5. ENGLEWOOD GOLF COURSE AND PARK WELLS EVALUATION REPORT.

The Board received an Englewood Golf Course and Park Wells Evaluation Report from Martin and Wood Water Consultants. The report summarizes opinions and recommendations after a site visit on May 8, 2014. The report encompasses the 6 golf course well locations and the single wells at each of the four city parks.

6. WATER & SEWER TAP CREDITS ON VACANT BUILDINGS AND PARCELS.

John Bock, Utilities Manager of Administration, discussed Englewood's policy regarding water and sewer taps at vacant building and parcels where the buildings have been demolished and the parcels are vacant or have been converted to uses that don't require water and/or sewer connections.

The City Attorney attached the current section of the Englewood Municipal Code that addresses the issue.

The meeting adjourned at .

The next Water and Sewer Board meeting will be Tuesday, August 12, 2014 at 5:00 in the Community Development Conference Room.

Respectfully submitted,

Cathy Burrage  
Recording Secretary

BY AUTHORITY

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

COUNCIL BILL NO. 60  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE APPROVING SUPPLEMENT NO. 23 TO THE VALLEY SANITATION DISTRICT CONNECTOR'S AGREEMENT WITH THE CITY OF ENGLEWOOD TO INCLUDE ADDITIONAL LAND WITHIN THE DISTRICT BOUNDARIES.

WHEREAS, the Valley Sanitation receives sewage treatment in accordance with a contract with the City of Englewood; and

WHEREAS, Valley Sanitation District has submitted a request for inclusion into Valley Sanitation District of a parcel with an existing address of 5495 Caribou Road in Littleton with the proposed use of R-1 Residential; and

WHEREAS, Supplement No. 23 is for approximately 1/2 acre which is presently zoned R-1 (Residential) and said zoning will remain the same; and

WHEREAS, said annexation of this additional parcel of land will not increase the tap allocation to the Valley Sanitation District; and

WHEREAS it is necessary for said District to amend its contract with the City of Englewood to include this additional land within the District; and

WHEREAS, the Englewood Water and Sewer Board reviewed and recommended approval of the Valley Sanitation Supplement No. 23 to Connector's Agreement at their July 8, 2014 meeting;

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

Section 1. The Agreement between the City of Englewood and Valley Sanitation District entitled "Supplement No. 23 to Connector's Agreement" is hereby approved. A copy of said Agreement is attached hereto as Exhibit A.

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

Introduced, read in full, and passed on first reading on the 20th day of October, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 24th day of October, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 22<sup>nd</sup> day of October, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 20<sup>th</sup> day of October, 2014.

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Loucrishia A. Ellis

SUPPLEMENT NO. 23 TO CONNECTOR'S AGREEMENT

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

WITNESSETH:

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the City and the District entered into an Agreement in which the City agreed to treat sewage originating from the District's sanitary sewer system within the area served by the District, which Agreement was renewed by Connector's Agreement dated January 12, ~~20~~ 1989

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

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

1. The City hereby consents to the inclusion of certain additional area located in Arapahoe County, Colorado, owned by William F Miller Trust and more fully described on Exhibit A attached hereto and incorporated herein by reference, into Valley Sanitation District. The City agrees that said additional area may be served with the sewer facilities of the district, and that the City will treat the sewage discharged into the City's trunk line from said additional area, all in accordance with the Connector's Agreement dated April 18, 1955, ~~20~~ and Amended January 12, 1989, ~~20~~. Accordingly, Exhibit A referred to in Paragraph 1 of the Connector's Agreement dated April 18, 1955, ~~20~~ and Amended January 12, 1989, is hereby amended to include such additional area.

2. Each and every other provision of the said Connector's Agreement dated April 15, 1955 and Amended Jan. 12, 1989, shall remain unchanged.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF ENGLEWOOD

BY \_\_\_\_\_  
MAYOR

ATTEST:

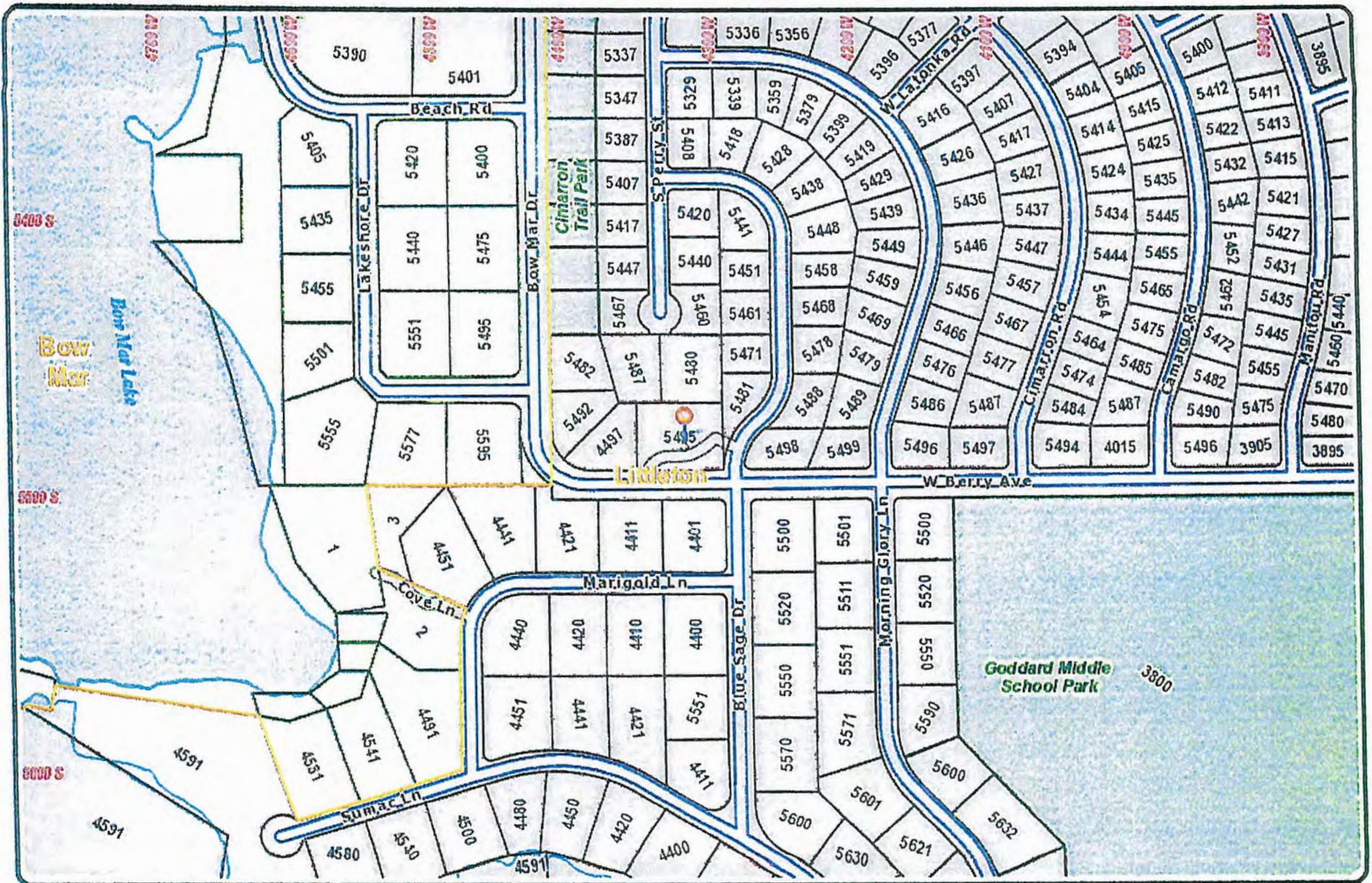
\_\_\_\_\_  
CITY CLERK  
(SEAL)

VALLEY \_\_\_\_\_ SANITATION DISTRICT  
ARAPAHOE COUNTY, COLORADO

By: \_\_\_\_\_ Co-Trustee

ATTEST:

\_\_\_\_\_  
SECRETARY  
(SEAL)

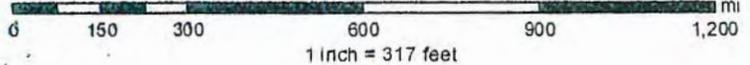


Arapahoe County's  
**ArapaMAP**

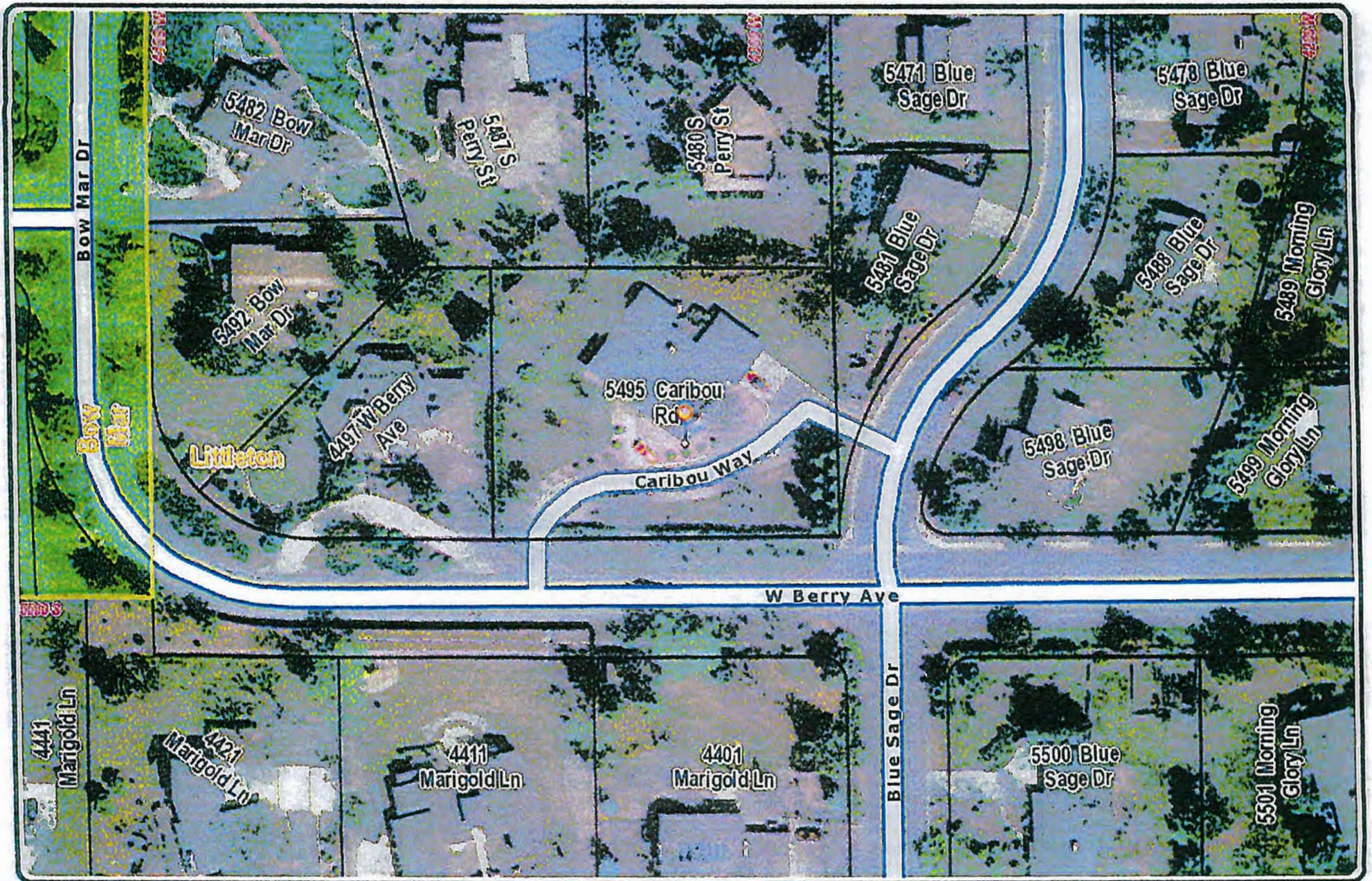
Map Generated On 6/19/2014



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Map Location



Arapahoe County's  
**ArapaMAP**

Map Generated On 6/19/2014



1 inch = 79 feet

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Map Location

## BY AUTHORITY

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

COUNCIL BILL NO. 46  
 INTRODUCED BY COUNCIL  
 MEMBER GILLIT

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 10<sup>th</sup> day of October, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 8<sup>th</sup> day of October, 2014 for thirty (30) days.

Read by title and passed on final reading on the 20<sup>th</sup> day of October, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 24th day of October, 2014.

Published by title on the City's official website beginning on the 22nd day of October, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2014.

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Loucrishia A. Ellis

**CONTRACT**

**THIS AGREEMENT**, entered into this 19<sup>th</sup> 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 VILLAGE**~~

\_\_\_\_\_  
Laura Smith, City Clerk

\_\_\_\_\_  
Douglas M. Tisdale, Mayor

BY AUTHORITY

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

COUNCIL BILL NO. 47  
INTRODUCED BY COUNCIL  
MEMBER GILLIT

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 10<sup>th</sup> day of October, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 8<sup>th</sup> day of October, 2014 for thirty (30) days.

Read by title and passed on final reading on the 20<sup>th</sup> day of October, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 24th day of October, 2014.

Published by title on the City's official website beginning on the 22nd day of October, 2014 for thirty (30) days.

---

Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2014.

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Loucrishia A. Ellis

## CONTRACT

**THIS AGREEMENT**, entered into this 8<sup>th</sup> 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 Grabber  
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**     A . ✓

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
C. Devin Granberry, Mayor  
City Manager



BY AUTHORITY

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

COUNCIL BILL NO. 56  
INTRODUCED BY COUNCIL  
MEMBER OLSON

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.

Read by title and passed on final reading on the 20<sup>th</sup> day of October, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 24th day of October, 2014.

Published by title on the City's official website beginning on the 22nd day of October, 2014 for thirty (30) days.

---

Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2014.

---

Loucrishia A. Ellis

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<br/>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<br/>Share</u> | <u>Previously<br/>Contributed</u> | <u>Additional<br/>Contribution</u> | <u>Maximum<br/>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)

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

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)

By \_\_\_\_\_

ATTEST:

Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

CITY OF ENGLEWOOD

(SEAL)

By \_\_\_\_\_

ATTEST:

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 1<sup>st</sup> 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

\_\_\_\_\_

**River Run Park**  
**South Platte River Enhancements**  
**Principles of Cooperation**  
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City of Englewood

\_\_\_\_\_  
South Suburban Parks and Recreation

\_\_\_\_\_  
Urban Drainage and Flood Control

\_\_\_\_\_

City of Sheridan

\_\_\_\_\_  
Arapahoe County

\_\_\_\_\_  
Colorado Water Conservation Bd

\_\_\_\_\_



## COUNCIL COMMUNICATION

|   |                              |  |
|---|------------------------------|--|
| <b>Date</b><br>October 20, 2014                           | <b>Agenda Item</b><br>11 a i | <b>Subject</b><br>Intergovernmental Agreement for<br>Bellevue Park Trail |
| <b>Initiated By</b><br>Department of Parks and Recreation |                              | <b>Staff Source</b><br>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.

### RECOMMENDED ACTION

Staff recommends that City Council adopt a bill for an ordinance approving an Intergovernmental Agreement accepting ownership and maintenance of a bicycle/pedestrian trail constructed by South Suburban Parks and Recreation District through the northwest corner of Bellevue Park.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

South Suburban Parks and Recreation District is constructing a trail connection across City Ditch and through a portion of Bellevue Park adjacent to Windermere Street. The trail connection originates from Lee Gulch in Littleton and connects to the Big Dry Creek Trail at Canine Corral.

South Suburban Parks and Recreation District is finishing the final phase of this trail connection at Bellevue Park as part of an Arapahoe County Open Space grant award from several years ago.

The City of Englewood's Community Development Department has agreed that the trail complements the current City Bicycle Plan and would be of a benefit to our residents.

The trail connection will wind through a small portion of the northwest corner of Bellevue Park adjacent to Windermere Street. Trail components will consist of a 10 foot wide crusher fines trail, mechanically stabilized earth wall and concrete stairs with handrails.

The Parks and Recreation Commission at their September 11, 2014 meeting made a recommendation for City Council to approve the trail connection. The Water and Sewer Board has approved the City Ditch crossing.

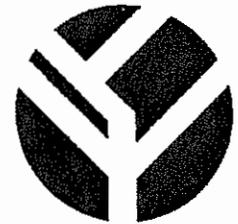
The City will accept and maintain the trail improvements once the project is completed. The Utilities Department will issue a license agreement for the crossing of the City Ditch.

## **FINANCIAL IMPACT**

The Englewood park's division currently maintains the Big Dry Creek Trail through Belleview Park from Belleview Avenue to Windermere Street. This small trail connection will be added to the park's inventory of trails and will only add minimal cost to our current operations (snow removal, trash pick up, etc.)

## **LIST OF ATTACHMENTS**

Parks and Recreation Commission – Recommendation to City Council  
Approved Parks and Recreation Commission Minutes from August 14, 2014  
Proposed Bill for an Ordinance



## Memorandum

**TO:** Eric Keck, City Manager

**THROUGH:** Jerrell Black, Director of Parks and Recreation

**FROM:** Debby Severa, Recording Secretary ✓  
Parks and Recreation Commission

**DATE:** September 17, 2014

**RE:** Recommendation Bike Path Easements and Intergovernmental Agreements

---

At the September 11, 2014, Parks and Recreation Commission meeting, Brett Collins with South Suburban Park and Recreation District, Bob Searns with The Greenway Team and Bill Neuman with DHM Design were present to discuss with the Board the five bike path easements and Intergovernmental Agreements in the City of Englewood. The five Easements/IGA's include #1) East Side Bike Path at Union Avenue – Parcel B, #2) East Side Bike Path North Side of Oxford Avenue – Parcel A, #3) Big Dry Creek Trail Connection at Belleview Park, #4) Big Dry Creek Crossing of City Ditch and #5) Big Dry Creek Trailhead Easement.

Following discussion,

**A motion was made by Commission Member Woodward and seconded by Commission Member Miller recommending to City Council to approve the five bike path easements and agreements.**

**Ayes:** Garrett, Husbands, Howard, Miller, Woodward, Glover, Mansbacher

**Nays:** None

**Motion Passed.**

ds/jb

H:\2014 PRC\Recommendation Bike Path Easements.docx

**cc:** Mike Flaherty  
Dan Brotzman  
Stu Fonda  
Rick Kahm  
Dave Lee  
Parks and Recreation Commission

**PARKS AND RECREATION COMMISSION  
Minutes of August 14, 2014**

**I. Call to Order**

The regular monthly meeting of the Englewood Parks and Recreation Commission was called to order at 5:30 p.m. by Chairperson Garrett at the Malley Recreation Center, 3380 S. Lincoln Street.

**Present:** Douglas Garrett, Chairperson  
Allie Moore, Commission Member  
Bob McCaslin, City Council Liaison  
Vicki Howard, Englewood Schools Liaison  
Karen Miller, Commission Member  
Jim Woodward, Commission Member  
Chad Glover, Youth Commission Member  
Marta Mansbacher, Youth Commission Member

**Absent:** Mark Husbands, Vice Chairperson  
Jerrell Black, ex officio

**Also Present:** Bob Spada, Golf Manager  
Dave Lee, Open Space Manager  
Ben Nielson, McLaughlin Whitewater Design Group (left at 5:50pm)

**II. River Run Park/Riverside Trailhead Presentation**

Discussion was turned over to Golf Manager Bob Spada who introduced Ben Nielson with McLaughlin Whitewater Design Group, developer for the River Run Park project. Nielson explained that the River Run Park Project goes from Oxford Avenue to the Union Avenue and improvements to the river will include river restoration, fishing habitat enhancement, trail connectivity and in-river water recreational features. Nielson said that the budget for the project is under \$15 million and plans are for the project to begin in fall of 2015 and go through 2017.

Review of the Riverside Trailhead Project followed. Nielson reported that expected cost for the project is \$2.5 million and \$1.25 has already been received through grant funding. Nielson reviewed the basics of the design for the project that include a shelter, playground, restroom and trail connection to the Mary Carter Trail. Renderings for the project were shown to the Board.

Garrett commented on the trail connection on the east side of the river and the potential for conflict. Nielson explained that the slope, curve of the path and texture of the concrete will make bicyclists slow down.

Discussion followed.

**A motion was made by Commission Member Miller and seconded by Commission Member Woodward to approve the design of the Riverside Trailhead project as presented tonight.**

**Ayes: Garrett, Moore, Howard, Miller, Woodward  
Nays:None  
Motion passed.**

Nielson thanked the Board and left.

**III. Approval of Minutes**

**Garrett asked if there were any changes or corrections to the minutes of July 10, 2014. There were none. The minutes were approved as presented.**

**IV. Scheduled Public Comment**

There were no scheduled guests.

**V. Unscheduled Public Comment**

There were no unscheduled guests.

**VI. Duncan Park Development Update**

Dave Lee, Open Space Manager, gave an update on the development of Duncan Park. Lee told board members that they are currently working on the playground and basketball court.

In regard to the selection of art for the project, Commission Member Moore reported that the Public Art Selection committee has met once and is currently working on a Call for Entry.

**VII. 2015 Parks and Recreation Capital Budget**

Lee explained that there are two funds from which the Department requests funding for capital projects, Conservation Trust Fund (Lottery Funds) and Arapahoe County Open Space Shareback Funds. Lee reviewed the capital project items that the Department is requesting funding for from the two funds. Garrett asked what the total is for each fund. Lee said that the total for CTF is \$375,000 and \$663,000 from ACOS Shareback Funds. Lee asked the Board for a recommendation.

**A motion was made by Commission Member Woodward and seconded by Commission Member Moore to recommend to the City Manager to accept the 2015 Conservation Trust Fund and Open Space proposals as presented by the Parks and Recreation staff.**

**Ayes: Garrett, Moore, Howard, Miller, Woodward**

**Nays:None**

**Motion passed.**

**VIII. Cultural Arts Commission Update**

Board members were told that starting in September, Cultural Arts Commission Chair, Amy Martinez, and Vice Chair, Martha Kirkpatrick, will share the responsibility of Liaison to the Parks and Recreation Commission.

**IX. Director's Choice**

Spada informed that there will be a Celebration of Life for Jack Poole on Sunday, September 13<sup>th</sup> from 4-6pm at the Broken Tee Golf Course. Spada told board members that Jack served on the Parks and Recreation Commission for more than twenty years and also worked at the golf course. Lee stated that Jack was instrumental in getting the golf course built and also in the expansion of the course in the 1990's. Board members were told that Jack had a deep compassion for this community.

**XI. Commission Member's Choice**

Miller reminded board members of Englewood Education Foundations' Brews for Books on August 23<sup>rd</sup> at Brews on Broadway. Miller explained that the money raised from the event goes towards scholarships and creativity grants in Englewood Schools; noting that last year Englewood Education Foundation gave \$18,000 to graduating seniors and \$16,000 in creativity grants for teachers.



BY AUTHORITY

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

COUNCIL BILL NO. 61  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD, AND SOUTH SUBURBAN PARK AND RECREATION DISTRICT FOR THE CONSTRUCTION OF THE BIG DRY CREEK CONNECTION BICYCLE TRAIL WITHIN CITY OF ENGLEWOOD'S BELLEVIEW PARK.

WHEREAS, the City of Englewood is cooperating with the South Suburban Park and Recreation District (SSPRD) in the development, by South Suburban Park and Recreation District of a bike trail within the City of Englewood to connect existing sections of a regional bike trail ; and

WHEREAS, the South Suburban Park and Recreation District submitted a plan to the City of Englewood for constructing a part of that bike trail located in Belleview Park; and

WHEREAS, the Englewood Park and Recreation Department reviewed South Suburban Park and Recreation District's proposal at their meeting on September 11, 2014 and recommended approval of this Agreement; and

WHEREAS, the City of Englewood owns and controls Belleview Park; and

WHEREAS, intergovernmental agreements are authorized by Article XIV, Section 18 of the Colorado Constitution and C.R.S. §29-1-203; and

WHEREAS, improvements necessary for the Big Dry Creek Trail Connection Bike Trail at Belleview Park are outlined in the Agreement and Exhibits; and

WHEREAS, the City will also grant a Temporary Construction Easement for the District to allow construction of this bike trail.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the intergovernmental Agreement between the South Suburban Park and Recreation District and the City of Englewood, Colorado pertaining to a certain section of the proposed Big Dry Creek Trail Connection Bike Trail at Belleview Park, attached hereto as Exhibit 1.

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

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes a Grant of Temporary Construction Easement for “Big Dry Creek Trail Connection” Bike Trail at Belleview Park pertaining to a certain section of the proposed Big Dry Creek Trail Connection Bike Trail at Belleview Park, attached hereto as Exhibit 2.

Section 4. The Director of Parks and Recreation is hereby authorized to sign said Grant of Temporary Construction Easement for “Big Dry Creek Trail Connection” Bike Trail at Belleview Park for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 20th day of October, 2014.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 24<sup>th</sup> day of October, 2014.

Published as a Bill for an Ordinance on the City’s official website beginning on the 22nd 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 20th day of October, 2014.

---

Loucrishia A. Ellis

INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION OF THE  
“BIG DRY CREEK TRAIL CONNECTION AT BELLEVIEW PARK”

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the CITY OF ENGLEWOOD, a municipal corporation of the State of Colorado, (hereinafter referred to as “the City”); and SOUTH SUBURBAN PARK AND RECREATION DISTRICT, (hereinafter referred to as “District”).

WHEREAS, the City of Englewood and South Suburban Park and Recreation District are cooperating in the development and operations of a pedestrian and bicycle trail within the city limits of Englewood across the City’s Belleview Park (bike trail) to complete connections for the “Big Dry Creek Trail”.

NOW THEREFORE, the City and the District agree as follows:

A. Bike Trail Improvement Plans:

1. The proposed improvements necessary for the Bike Trail (the “Improvements”) are detailed on the plans (the “Plan”) in Exhibit A, attached hereto and incorporated herein by this reference. The City hereby grants to the District the right to access and construct the bike trail and improvements in accordance with the terms of this Agreement and the plans and specifications approved by the City.

B. Construction, Operation and Maintenance of the Bike Trail:

The District will, at its own cost, construct a bike and pedestrian trail across a portion of the City’s Belleview Park for the purpose of connecting the Big Dry Creek Trail and the Littleton Community Trail. This bike trail shall consist of a crusher fines trail as shown on Exhibit A attached hereto.

The District will be responsible for construction of the bike trail and improvements. The District shall endeavor to begin construction upon passage of this Agreement and conclude construction in 2014, provided however, the District shall not be in default hereunder for failure to either begin or end construction by the above-recited dates.

The District agrees to construct this bike trail in a manner consistent with the design plans, specifications and the building permit approved by the City.

The District will provide a one (1) year warranty for construction and design.

As consideration for this Agreement, once the Englewood Director of Public Works has approved and accepted the completed bike trail, the City will accept ownership of and maintain the bike trail and amenities in a manner consistent with the City’s maintenance of its other park facilities for the Bike Trail’s useful life.

Upon acceptance of this bike trail, in writing by the Englewood Director of Public Works, the City agrees that the bike trail has been constructed in accordance with the design plans and specifications that Englewood has reviewed and approved; and all rights and title to the bike trail will be conveyed to the City of Englewood.

From and after the effective date of the conveyance of the bike trail and improvements, City agrees to own, operate, maintain, and replace the bike trail and related improvements. City further agrees that the conveyed bike trail will be available for use by the general public. However, The City reserves the exclusive right to change or remove all bike paths in the City consistent with long range City Parks plans,

From and after the date of conveyance the District will have no further obligation for operations, maintenance or replacement of any portion of the bike trail which is the subject of this Agreement.

C. Miscellaneous Provisions:

1. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.
2. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the Parties and the authorized signatories for the Parties.
3. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, and regardless whether actually received or not, three days after deposit in the United States Mail, first class, postage prepaid, registered or certified addressed as follows:

Englewood:  
City of Englewood  
City Manager  
1000 Englewood Parkway  
Englewood, CO 80110

With a copy to:  
City of Englewood  
City Attorney  
1000 Englewood Parkway  
Englewood, CO 80110

District:  
South Suburban Park and Recreation District  
6631 South University Blvd.  
Centennial, Co. 80121-2913

With a copy to:  
Timothy J. Flynn  
Collins Cockrel & Cole PC  
390 Union Boulevard - Suite 400  
Denver, CO 80228

4. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of Colorado. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.
5. This Agreement constitutes the entire agreement of the Parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein. That this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
6. This Agreement may be executed in counterparts, and upon full execution thereof, such copies taken together shall be deemed to be a full and complete Agreement between the parties.
7. If litigation is commenced by any of the Parties concerning this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs from the other Parties.

IN WITNESS WHEREOF, Englewood and South Suburban Park and Recreation District have executed this Agreement.

CITY OF ENGLEWOOD, COLORADO

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

ATTEST:

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

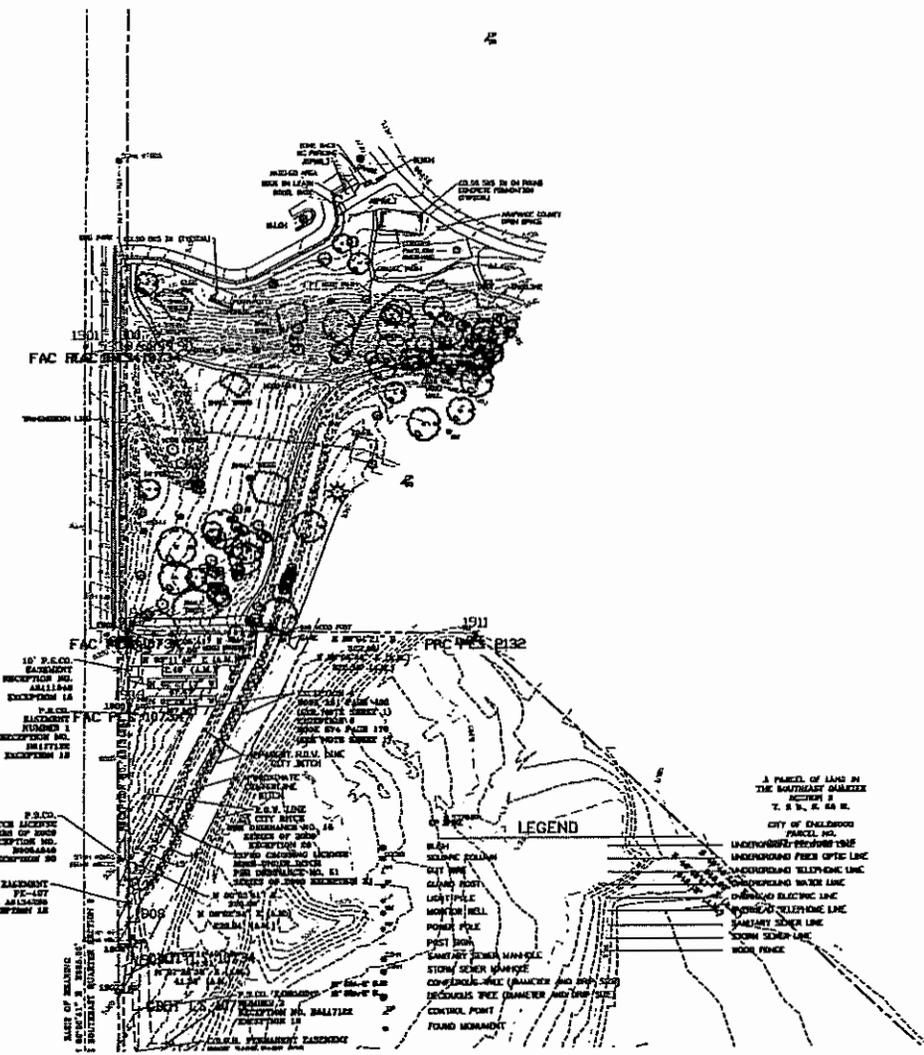
SOUTH SUBURBAN PARK AND RECREATION DISTRICT

By: \_\_\_\_\_  
John K. Ostermiller, President  
6631 South University Blvd.



# TOPOGRAPHIC SURVEY

A PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO



### SURVEYOR'S CERTIFICATE

I, Albert V. Wehler, Jr., a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that on the 10th day of February, 2011, a topographic survey was conducted under my supervision using the normal standards of care of Professional Land Surveyors practicing in Arapahoe County, Colorado and the map hereon accurately represents said survey. To the best of my knowledge.

This drawing does not represent a Land Survey, Land Survey Plat, Improvement, Land Survey Plat or Improvement Location Certificate and any monuments or boundary lines shown are for information only and are not to be relied on. The boundary for Cornerstone Park was taken from a previous survey by Western States Surveyors, Inc. for ESPEL. The right of way shown along the east side of S. Westmoreland Street along Survey Lines 10 to 200 survey was obtained from sheets 24 and 25 of the 1927 plat of the same name.



WEST JOB NO. 09945-010  
Prepared For and on behalf of:  
WESTERN STATES SURVEYORS, INC.  
12735 South Parker Road, Suite 205  
Parker, Colorado 80134  
(303) 841-7436  
By: Albert V. Wehler, Jr., P.L.S. 23024

**NOTICE:** According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, any action based upon any defect in this survey be commenced more than four years from the date of the certification shown hereon.

### SURVEYOR'S NOTES

**DATUM AND BENCHMARK:**  
THIS SURVEY IS REFERENCED TO NAD 83 DATUM AND ORIGINATES FROM THE FOLLOWING BENCHMARK: Q 23 ELEVATION = 5365.01 FEET (NAD 83)

### CONTROL POINTS AND DATUM

THIS SURVEY IS REFERENCED TO A GEODESIC COORDINATE, PROJECT SPECIFIC DATUM AND ORIGINATES FROM THE FOLLOWING CONTROL POINTS:

| POINT | NORTH      | EAST       | ELEV.   | DESCRIPTION             |
|-------|------------|------------|---------|-------------------------|
| 23    | 1635012.00 | 3134728.49 | 5365.01 | Q 23                    |
| 1027  | 1635020.00 | 3134800.00 | 5375.83 | benchmark cap PLS 14115 |
| 1004  | 1635025.35 | 3127477.82 | 5341.99 | benchmark cap PLS 14115 |
| 2050  | 1634923.67 | 3129985.79 | 5351.25 | BM 523                  |

### THE FOLLOWING LOCAL CONTROL MONUMENTS WERE FOUND OR USED DURING THIS SURVEY ON PREVIOUS WESTERN STATES SURVEYING, INC. PROJECT FOR 100000.

| POINT | NORTH      | EAST       | ELEV.   | DESCRIPTION  |
|-------|------------|------------|---------|--|
| 15    | 1635063.65 | 3142723.53 | 5364.60 | #4 rubber with 2" aluminum cap stamped "WSS CP 15"                 |
| 1000  | 1635082.00 | 3142121.77 | 5378.83 | 3 1/4" aluminum cap in survey box stamped "C201 PLS 27278"         |
| 1300  | 1634449.55 | 3138133.52 | 5359.80 | 3 1/4" aluminum cap in survey box stamped "C201 PLS 16734"         |
| 120   | 1634401.60 | 3129855.50 | 5338.84 | 3 1/4" aluminum cap in survey box stamped "C201 PLS 16734"         |
| 1802  | 1635112.29 | 3140430.19 | 5385.54 | Mark in wall (appears to be for existing rock cap)                 |
| 1803  | 1635134.08 | 3140283.20 | 5378.40 | 3 1/4" aluminum cap in survey box stamped "C201 PLS 16734 2001"    |
| 1806  | 1634979.17 | 3139355.84 | 5353.46 | 3 1/4" aluminum cap in survey box stamped "C201 PLS 16734 2001"    |
| 1807  | 1635368.31 | 3138350.40 | 5346.89 | 3 1/4" aluminum cap in survey box stamped "C201 PLS 16734 2001"    |
| 1808  | 1635355.10 | 3138133.52 | 5343.58 | 3 1/4" aluminum cap in survey box stamped "C201 PLS 16734 2001"    |
| 1900  | 1634137.86 | 3138133.52 | 5350.72 | 3 1/4" aluminum cap in survey box stamped "C201 PLS 16734 2001"    |
| 1911  | 1634135.05 | 3140255.74 | 5379.27 | #5 rubber w/ 1 1/4" yellow plastic cap stamped "Redstone PLS 2182" |
| 1912  | 1635489.00 | 3140798.17 | 5381.20 | #5 rubber (not used)   |
| 1913  | 1635388.87 | 3140731.17 | 5388.28 | #5 rubber  |
| 11020 | 1635308.02 | 3128885.27 | 5370.84 | 3 1/4" aluminum cap in survey box stamped "C201 PLS 20571 1987"    |
| 11028 | 1635718.04 | 3128885.27 | 5341.50 | 3 1/2" aluminum cap in survey box stamped "C201 PLS 16734 1987"    |

### THE FOLLOWING LOCAL CONTROL MONUMENTS WERE SET DURING THIS SURVEY ON PREVIOUS WESTERN STATES SURVEYING, INC. PROJECT FOR 100000.

| POINT | NORTH      | EAST       | ELEV.   | DESCRIPTION  |
|-------|------------|------------|---------|--|
| 20    | 1634822.15 | 3142384.81 | 5334.23 | #4 rubber with 2" aluminum cap stamped "WSS CP 20" |
| 31    | 1635061.89 | 3140218.96 | 5373.19 | #4 rubber with 2" aluminum cap stamped "WSS CP 31" |
| 32    | 1634979.17 | 3142121.77 | 5381.87 | CP spike   |
| 801   | 1635111.33 | 3140728.45 | 5381.00 | "I" brass leg stamped "WSS PLS 23024"              |
| 802   | 1635112.43 | 3140430.19 | 5373.04 | "I" brass leg stamped "WSS PLS 23024"              |
| 804   | 1635134.08 | 3138350.40 | 5373.04 | "I" brass leg stamped "WSS PLS 23024"              |
| 805   | 1635183.85 | 3138282.53 | 5371.15 | "I" brass leg stamped "WSS PLS 23024"              |
| 810   | 1634148.14 | 3138282.53 | 5355.07 | "I" brass leg stamped "WSS PLS 23024"              |
| 812   | 1635369.51 | 3140728.45 | 5384.25 | "I" brass leg stamped "WSS PLS 23024"              |
| 1010  | 1634213.82 | 3140579.23 | 5373.25 | Cornerstone CP 2000                                |
| 3785  | 1635134.08 | 3140255.74 | 5381.10 | CP spike   |
| 3787  | 1635489.79 | 3140384.79 | 5386.20 | CP spike   |
| 4087  | 1635369.51 | 3140728.45 | 5387.87 | CP spike   |
| 4088  | 1634968.31 | 3140430.19 | 5388.84 | CP spike   |

### COORDINATE SYSTEM DETAILS

GEODESIC COORDINATE SYSTEM U.S. STATE PLANE 1983, CO CENTRAL ZONE (NAD 83) (CONUS), GEOSID  
 PROJECT LAMBDA: 1010730-02880"  
 PROJECT LONGITUDE: 1010730-02880"  
 PROJECT HEIGHT: 5307.885 FT  
 GEODESIC SCALE FACTOR: 1.000000000  
 FALSE NORTHING OFFSET: -484832.0 FT  
 FALSE EASTING OFFSET: -848321.0 FT

### PUBLISHED DATA

| NAME | LATITUDE        | LONGITUDE        | ELIPSOID HEIGHT |
|------|-----------------|------------------|-----------------|
| Q 23 | 39°37'00.0000"N | 105°07'30.0000"W | 5365.01         |
| 1054 | 39°37'00.0000"N | 105°07'30.0000"W | 5365.01         |

### UTILITIES

1. The utilities which are readily visible upon the ground, such as overhead, power and light poles, lines, etc. were located by field surveys and shown hereon.

2. Underground utilities if shown are based on maps provided by others. No guarantee is made of the accuracy of these maps.

3. No record search was made to determine utility ownership or easements, recorded or unrecorded.

### SITE CONDITIONS AT THE TIME OF THE SURVEY:

**CERTIFICATION (OPTIONAL)**  
 Pursuant to Rule 12-2 Land Surveyors Certification of the State Board of Registration for Professional Engineers and Land Surveyors, a certification is defined as a signed and sealed statement representing that the surveying services shown hereon have been performed by or under the direct supervision of the Professional Land Surveyor, in accordance with applicable provisions of practice and in full compliance with the provisions of the Colorado Professional Land Surveyor Act, C.R.S. 24-101-101 to 101-106.



TOPOGRAPHIC SURVEY  
 DHM DESIGN  
 SECTION 9, T. 5 S., R. 68 W.

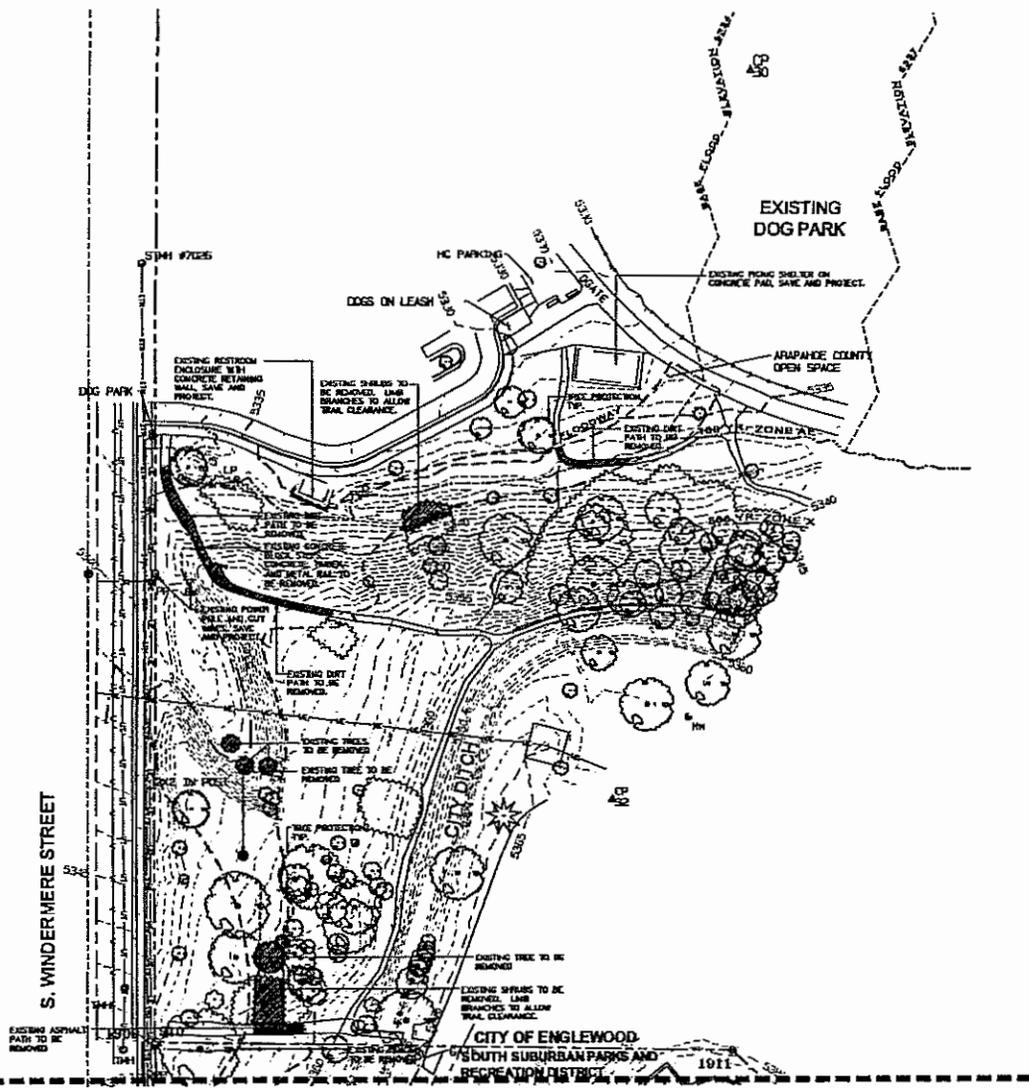
| DATE     | BY | DATE | BY |
|----------|----|------|----|
| 02/14/13 | AW |      |    |
|          |    |      |    |
|          |    |      |    |
|          |    |      |    |
|          |    |      |    |

SHEET 5 of 5  
 JOB NUMBER: 09145; 010

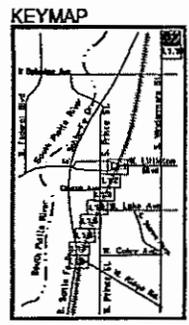


Call before you dig.  
Call 811 today and dig.

ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.



MATCHLINE - SEE SHEET L1.10



**LEGEND**

|     |                              |
|-----|------------------------------|
| --- | UNITS OF CONSTRUCTION        |
| --- | PROPERTY LINE                |
| --- | EASEMENT LINE                |
| --- | EXISTING MAJOR CONDUIT       |
| --- | EXISTING MAJOR CONDUIT       |
| --- | FLOODWAY                     |
| --- | 100 YR FLOODPLAIN            |
| --- | 300 YR FLOODPLAIN            |
| --- | ZONE X                       |
| --- | EXISTING VEGETATION          |
| --- | EXISTING DECIDUOUS TREE      |
| --- | EXISTING EVERGREEN TREE      |
| --- | VEGETATION TO BE REMOVED     |
| --- | DECIDUOUS TREE TO BE REMOVED |
| --- | EVERGREEN TREE TO BE REMOVED |
| --- | EXISTING FIRE HYDRANT        |
| --- | EXISTING LIGHT               |
| --- | EXISTING MANHOLE             |
| --- | EXISTING SIGN                |
| --- | CABLE TV RISER               |
| --- | ELECTRICAL CONNECTION        |
| --- | ELECTRIC METER               |
| --- | UTILITY WIRE                 |
| --- | SEWER POST                   |
| --- | POLE POLE                    |
| --- | SANITARY SEWER MANHOLE       |
| --- | STORM SEWER MANHOLE          |
| --- | TRAFFIC CONTROL BOX          |
| --- | TELEPHONE RISER BOX          |
| --- | WATER VALVE                  |
| --- | CONTROL POINT                |
| --- | FIELD BOUNDARY               |
| --- | UNDERGROUND ELECTRIC LINE    |
| --- | UNDERGROUND FIBER OPTIC LINE |
| --- | UNDERGROUND TELEPHONE LINE   |
| --- | UNDERGROUND WATER LINE       |
| --- | OVERHEAD ELECTRIC LINE       |
| --- | EXISTING FENCE               |
| --- | STORM SEWER                  |
| --- | SURFACE TO BE REMOVED        |
| --- | ORANGE PROTECTIVE FENCING    |

**QMM DESIGN**

11011  
11011  
11011

PROJECT NO. 14107.00  
DATE: 05-23-14  
DRAWN BY: JEM  
CHECKED BY: JEM  
SCALE: 1"=40'

**Big Dry Creek Trail Connection**  
Englewood, Colorado

PROJECT NO. 14107.00  
DATE: 05-23-14  
DRAWN BY: JEM  
CHECKED BY: JEM  
SCALE: 1"=40'

CONSTRUCTION  
DESCRIPTION

SHEET NO. 1  
EXISTING CONDITIONS & DEMOLITION PLAN

SHEET NAME: **L1.9**  
SHEET OF

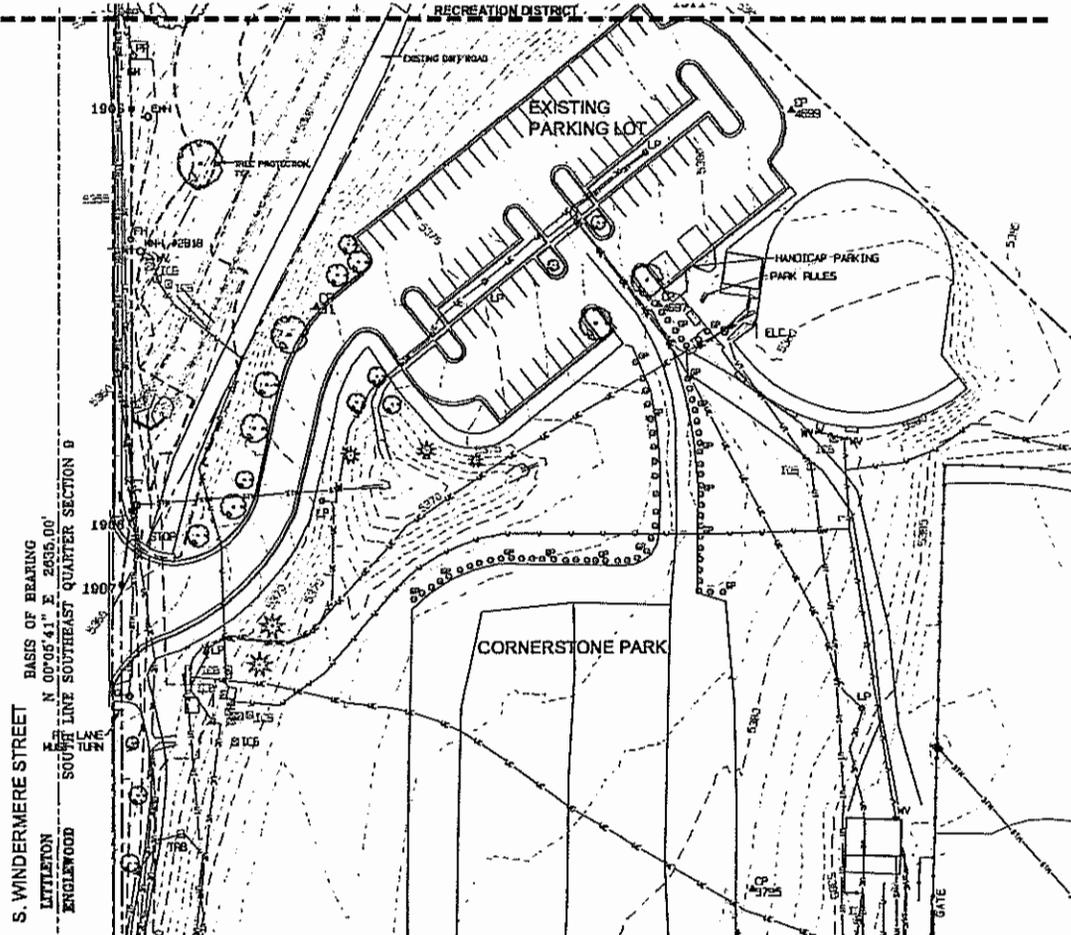


AREA 8'



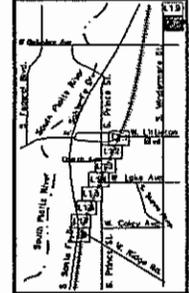
Know what's below.  
Call before you dig.

MATCHLINE - SEE SHEET L1.9



S. WINDERMERE STREET  
BASIS OF BEARING  
N 00°05'41" E 2635.00'  
LETITON  
SOUTHERN LINE SOUTHEAST QUARTER SECTION 9  
ENGLEWOOD

KEYMAP



**DWM DESIGN**  
DWM DESIGN  
1111 S. 1st Avenue  
Englewood, CO 80110  
760.441.1111  
www.dwm-design.com

NOTICE OF OCCUPANCY  
The Applicant is the owner of the property and is responsible for obtaining all necessary permits and approvals from the appropriate authorities. The Applicant warrants that the information provided herein is true and correct to the best of their knowledge and belief.

LEGEND

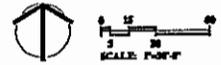
- UNITS OF CONSTRUCTION
- PROPERTY LINE
- CASHEM LINE
- EXISTING MAJOR CONTOUR
- EXISTING MAJOR CONTOUR
- FLOORWAY
- 100' W/ FLOORPLAN
- 500' W/ FLOORPLAN
- FENCE X
- EXISTING VEGETATION
- EXISTING DECIDUOUS TREE
- EXISTING EMERGENCY TREE
- VEGETATION TO BE REMOVED
- DECIDUOUS TREE TO BE REMOVED
- EMERGENCY TREE TO BE REMOVED
- EXISTING FIRE HYDRANT
- EXISTING LIGHT
- EXISTING MANHOLE
- EXISTING SIGN
- CABLE TV BOX
- ELECTRICAL CONNECTION
- ELECTRIC METER
- GUY WIRE
- GUARD POST
- POWER POLE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- TRAFFIC CONTROL BOX
- TELEPHONE BOX
- WATER VALVE
- CONTROL POINT
- FURNACE MONUMENT
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND WATER LINE
- OVERHEAD ELECTRIC LINE
- EXISTING FENCE
- STORM SEWER
- SURFACE TO BE REMOVED
- ORANGE PROTECTIVE FENCING

**Big Dry Creek Trail Connection**  
Englewood, Colorado

PROJECT NUMBER: 14107.00  
DATE: 0523-14

JOB DESCRIPTION: Custom Excavation  
EXCAVATIONS

SHEET TITLE: Existing Conditions & Demolition Plan  
SHEET NUMBER: L1.10  
SHEET SIZE: 17"

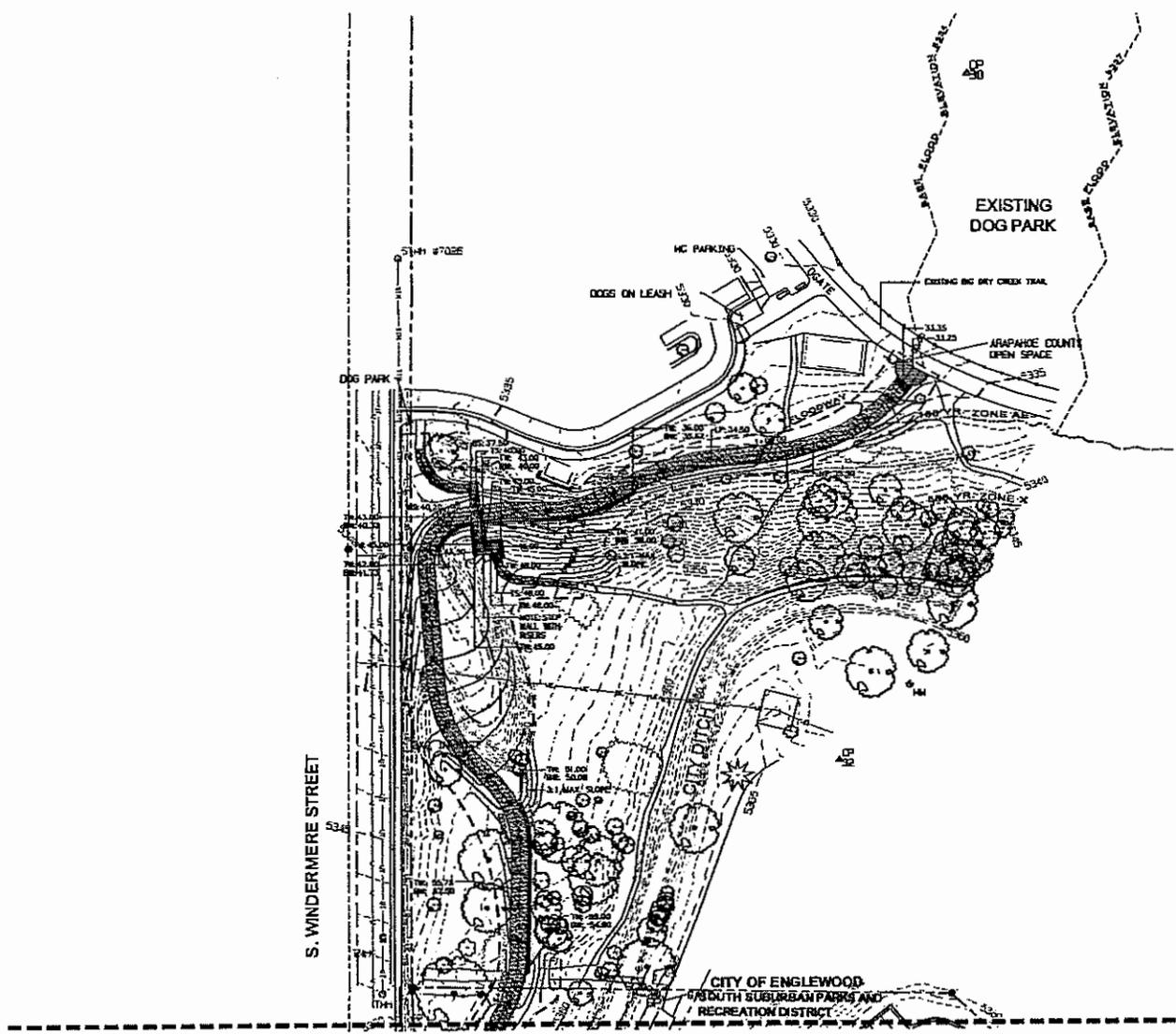


AREA B'

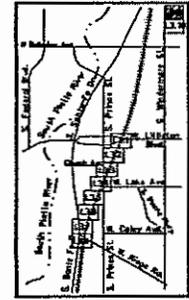


Know what's below.  
Call before you dig.

NOT TO SCALE  
DATE: 05/23/14  
BY: [illegible]  
CHECKED BY: [illegible]  
SCALE: 1" = 10'-0"



MATCHLINE - SEE SHEET L3.10



**LEGEND**

|     |   |
|-----|---|
| --- | LIMITS OF CONSTRUCTION                      |
| --- | PROPERTY LINE                               |
| --- | EASEMENT LINE                               |
| --- | FLOODWAY                                    |
| --- | 100 YR FLOODPLAIN ZONE AC                   |
| --- | 500 YR FLOODPLAIN ZONE I                    |
| --- | EXISTING MAJOR CONTOUR                      |
| --- | EXISTING MAJOR CONTOUR                      |
| --- | PROPOSED MAJOR CONTOUR                      |
| --- | PROPOSED MAJOR CONTOUR                      |
| --- | DRAINAGE FLOW LINE                          |
| --- | EXISTING VEGETATION                         |
| --- | EXISTING TREES                              |
| --- | EXISTING FIRE HYDRANT                       |
| --- | EXISTING LIGHT                              |
| --- | EXISTING MANHOLE                            |
| --- | EXISTING SIGN                               |
| --- | EXISTING TRANCE                             |
| --- | EXISTING UNDERGROUND TELEPHONE LINE         |
| --- | EXISTING UNDERGROUND ELECTRIC LINE          |
| --- | STORM SEWER                                 |
| --- | PROPOSED 12" WIDE CONCRETE TRAIL            |
| --- | PROPOSED 12" WIDE CONCRETE TRAIL            |
| --- | TOP OF WALL                                 |
| --- | BOTTOM OF WALL                              |
| --- | TOP OF STAIR                                |
| --- | BOTTOM OF STAIR                             |
| --- | NOTE: SPOT ELEVATIONS ARE AT FINISHED GRADE |

**QDM DESIGN**  
 1811 S. Banning  
 Englewood, CO 80150  
 (303) 751-1111  
 www.qdmdesign.com

PROJECT INFORMATION  
 THIS DOCUMENT IS THE PROPERTY OF QDM DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF QDM DESIGN.

**Big Dry Creek Trail Connection**  
 Englewood, Colorado

PROJECT NUMBER: 1412  
 DATE: 05-23-14

DESIGNED BY: EM  
 CHECKED BY: EW

REVISIONS:

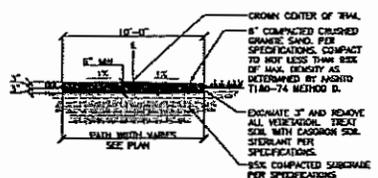
APPROVED BY:  
 Construction Department

SHEET TITLE:  
 Grading Plan

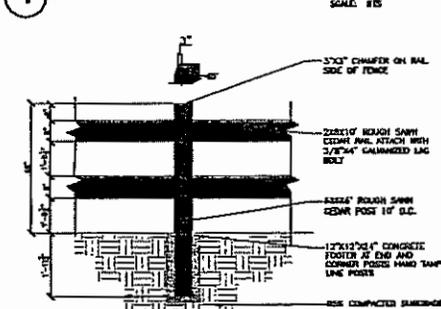
SHEET NUMBER:  
**L3.9**  
 SHEET 01 OF 01



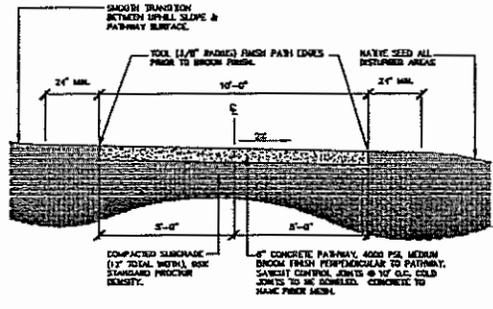
AREA 8'



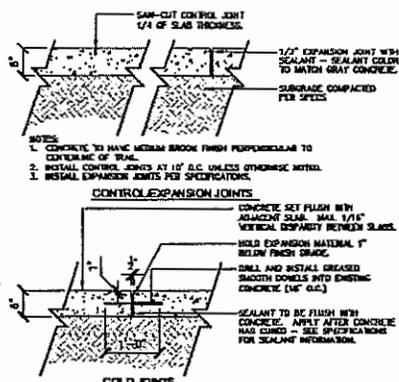
**1 CRUSHER FINES TRAIL** SCALE: #10



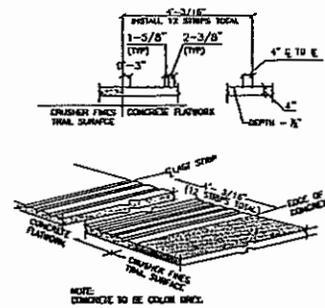
**2-RAIL WOOD FENCE** SCALE: #10



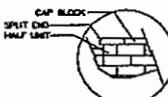
**3 CONCRETE TRAIL/PAVING** SCALE: #10



**CONTROL EXPANSION JOINTS** SCALE: #10

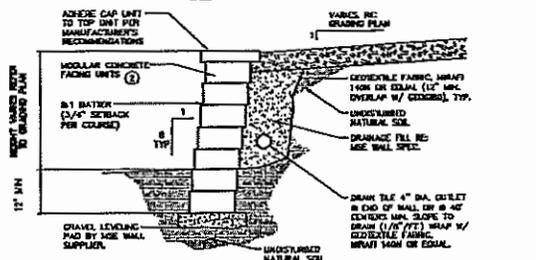


**CONCRETE TRANSITION** SCALE: #10



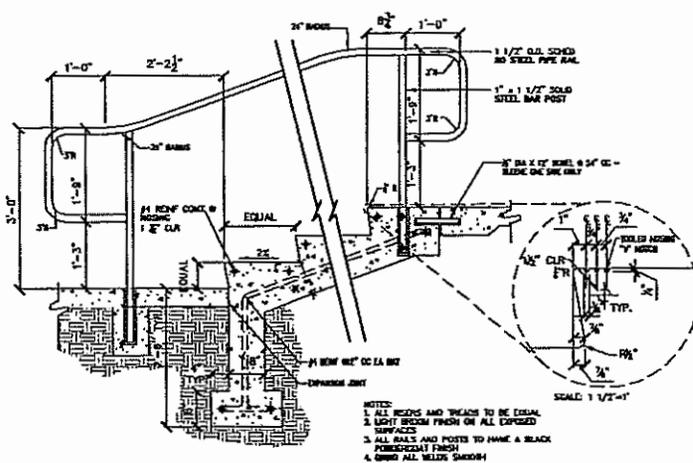
**CAPPING DETAIL** SCALE: NONE

- GENERAL NOTES FOR CAPPING:**
1. CAPS SHALL BE PLACED ON ALL WALLS
  2. CAPS SHALL BE ADHERED TO WALL USING CONCRETE ADHESIVE AND PER MANUFACTURER'S RECOMMENDATIONS
  3. WHEN CUTTING CAP UNIT FOR WALL END DO NOT USE A CAP SECTION LESS THAN 1" WIDE
  4. CAPS TO BE PLACED WITH A 3/4" OVERHANG ON TOP OF WALL
  5. CONTRACTOR IS RESPONSIBLE FOR PROVIDING FINAL DESIGN OF GEOMETRIC WALL

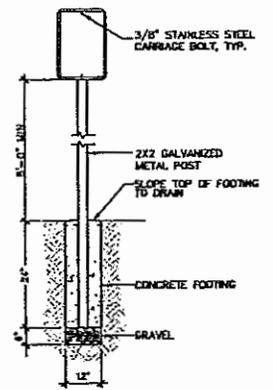


- GENERAL NOTES:**
1. MINIMUM EMBEDMENT OF WALL BELOW FINISH GRADE SHALL BE 18"
  2. FOLLOW APPLICABLE PROVISIONS OF THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND WRITTEN SPECIFICATIONS
  3. DRAINAGE FILL 1 1/2" THICK SHALL BE INSTALLED BEHIND THE WALL TO WITHIN 10" OF THE TOP OF THE WALL
  4. BACKFILL AND COMPACT IN FRONT OF THE WALL AS WALL IS INSTALLED
  5. COMPACTOR SHALL BE TO USE OF MAXIMUM STANDARD PROCTOR DENSITY
  6. FILL COORDINATE WITH PREVIOUS BACKFILLING
  7. PROVIDE LATERAL DRAINAGE CHANNELS TO DIRECT FLOWS AROUND THE ENDS OF THE WALL

**5 MSE WALL** SCALE: #10



**6 CONCRETE STAIRS** SCALE: #10



**7 TRAIL SIGN** SCALE: #10

- FINISH SYSTEM**
- C1-L-BDC 18x12 WHITE ON GREEN
  - C1-L-CP 18x12 WHITE ON GREEN

Big Dry Creek Trail Connection  
 Englewood, Colorado

|                      |          |
|----------------------|----------|
| PROJECT NUMBER       | DATE     |
| 141507-03            | 05/23/14 |
| DESIGNER: ENR        |          |
| DRAWN: KLD           |          |
| CHECKED: ENR         |          |
| SCALE:               |          |
| AS RECEIVED          |          |
| DESCRIPTION          |          |
| PROJECT FILE         |          |
| DATE                 |          |
| BY: [Signature]      |          |
| CHECKED: [Signature] |          |
| DATE                 |          |
| BY: [Signature]      |          |
| CHECKED: [Signature] |          |
| DATE                 |          |

AREA 'B'  
**D2.1**  
 SHEET OF





GRANT OF TEMPORARY CONSTRUCTION EASEMENT FOR "BIG DRY CREEK TRAIL CONNECTION" BIKE TRAIL AT BELLEVIEW PARK

THIS TEMPORARY CONSTRUCTION EASEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the CITY OF ENGLEWOOD, a municipal corporation of the State of Colorado, ("Grantor"); and SOUTH SUBURBAN PARK AND RECREATION DISTRICT, ("Grantee").

WHEREAS, Grantor owns Belleview Park in the City of Englewood, Colorado; and

WHEREAS, Grantee desires to install a bike trail within the Park pursuant to an intergovernmental agreement between the parties executed \_\_\_\_\_, 2014;

NOW THEREFORE, in consideration of the mutual covenants of the parties, more particularly hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Temporary Construction Easement. Grantor hereby grants to Grantee, its successors, assigns, contractors, and sub-contractors, a non-exclusive temporary construction easement through, over, under and across the City property for the construction of a Bike Trail pursuant to the Intergovernmental Agreement (the "Project"), attached as Attachment 1.
2. Term of Easement. The Project will begin no sooner than November 1, 2014 and will be completed no later than December 31, 2014. Completion of the Project will be deemed to have occurred upon inspection and approval of the Project by Grantor, and this Temporary Easement will be deemed to have terminated upon such completion.
3. Access. Grantee shall have the temporary non-exclusive right to enter the City property for any reasonable purpose necessary or prudent for the construction of the Project subject to the following restrictions: 1) Normal working hours shall be consistent with CDOT construction hours, Monday through Friday; and 2) the operation of the equipment and heavy trucks will be permitted on the Englewood City property R-O-W only during normal working hours.
4. Restoration. Upon completion of the Project, Grantee will perform such restoration and regarding as is necessary or prudent to restore the surface of the City property to its original condition including irrigation facilities.
5. Insurance. South Suburban Park and Recreation District is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. The South Suburban Park and Recreation District shall show proof of such insurance satisfactory to the City, if requested by the City. The South Suburban Park and Recreation District shall require each Agreement with their Consultant and Contractor, that are providing Goods or Services hereunder, to include the insurance requirements necessary to meet Consultant or Contractor liabilities under the GIA.

6. Assignment. This Temporary Construction Easement is assignable only with the written permission of the Grantor, which permission will not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Construction Easement on the date and day first written above.

CITY OF ENGLEWOOD, COLORADO

By: \_\_\_\_\_  
Jerrell Black, Director of Parks & Recreation

The undersigned officer of Grantee has read the foregoing Temporary Construction Easement and agrees for on behalf of said Grantee that it will accept and will abide by all the terms and conditions thereof.

GRANTEE:  
SOUTH SUBURBAN PARK AND RECREATION DISTRICT

By: \_\_\_\_\_  
John K. Ostermiller, President  
6631 South University Blvd.  
Centennial, Co. 80121-2913  
303 798-5131

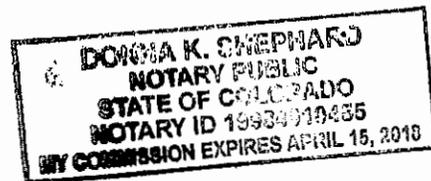
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF ARAPAHOE    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of October, 2014, by John K. Ostermiller, President of South Suburban Park and Recreation District.

WITNESS my hand and seal.

Notary Public

My Commission expires:  
April 15, 2018.



INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION OF THE  
“BIG DRY CREEK TRAIL CONNECTION AT BELLEVIEW PARK”

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the CITY OF ENGLEWOOD, a municipal corporation of the State of Colorado, (hereinafter referred to as “the City”); and SOUTH SUBURBAN PARK AND RECREATION DISTRICT, (hereinafter referred to as “District”).

WHEREAS, the City of Englewood and South Suburban Park and Recreation District are cooperating in the development and operations of a pedestrian and bicycle trail within the city limits of Englewood across the City’s Belleview Park (bike trail) to complete connections for the “Big Dry Creek Trail”.

NOW THEREFORE, the City and the District agree as follows:

A. Bike Trail Improvement Plans:

1. The proposed improvements necessary for the Bike Trail (the “Improvements”) are detailed on the plans (the “Plan”) in Exhibit A, attached hereto and incorporated herein by this reference. The City hereby grants to the District the right to access and construct the bike trail and improvements in accordance with the terms of this Agreement and the plans and specifications approved by the City.

B. Construction, Operation and Maintenance of the Bike Trail:

The District will, at its own cost, construct a bike and pedestrian trail across a portion of the City’s Belleview Park for the purpose of connecting the Big Dry Creek Trail and the Littleton Community Trail. This bike trail shall consist of a crusher fines trail as shown on Exhibit A attached hereto.

The District will be responsible for construction of the bike trail and improvements. The District shall endeavor to begin construction upon passage of this Agreement and conclude construction in 2014, provided however, the District shall not be in default hereunder for failure to either begin or end construction by the above-recited dates.

The District agrees to construct this bike trail in a manner consistent with the design plans, specifications and the building permit approved by the City.

The District will provide a one (1) year warranty for construction and design.

As consideration for this Agreement, once the Englewood Director of Public Works has approved and accepted the completed bike trail, the City will accept ownership of and maintain the bike trail and amenities in a manner consistent with the City’s maintenance of its other park facilities for the Bike Trail’s useful life.

Upon acceptance of this bike trail, in writing by the Englewood Director of Public Works, the City agrees that the bike trail has been constructed in accordance with the design plans and specifications that Englewood has reviewed and approved; and all rights and title to the bike trail will be conveyed to the City of Englewood.

From and after the effective date of the conveyance of the bike trail and improvements, City agrees to own, operate, maintain, and replace the bike trail and related improvements. City further agrees that the conveyed bike trail will be available for use by the general public. However, The City reserves the exclusive right to change or remove all bike paths in the City consistent with long range City Parks plans,

From and after the date of conveyance the District will have no further obligation for operations, maintenance or replacement of any portion of the bike trail which is the subject of this Agreement.

C. Miscellaneous Provisions:

1. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.
2. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the Parties and the authorized signatories for the Parties.
3. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, and regardless whether actually received or not, three days after deposit in the United States Mail, first class, postage prepaid, registered or certified addressed as follows:

Englewood:  
City of Englewood  
City Manager  
1000 Englewood Parkway  
Englewood, CO 80110

With a copy to:  
City of Englewood  
City Attorney  
1000 Englewood Parkway  
Englewood, CO 80110

District:  
South Suburban Park and Recreation District  
6631 South University Blvd.  
Centennial, Co. 80121-2913

With a copy to:  
Timothy J. Flynn  
Collins Cockrel & Cole PC  
390 Union Boulevard - Suite 400  
Denver, CO 80228

4. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of Colorado. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.
5. This Agreement constitutes the entire agreement of the Parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein. That this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
6. This Agreement may be executed in counterparts, and upon full execution thereof, such copies taken together shall be deemed to be a full and complete Agreement between the parties.
7. If litigation is commenced by any of the Parties concerning this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs from the other Parties.

IN WITNESS WHEREOF, Englewood and South Suburban Park and Recreation District have executed this Agreement.

CITY OF ENGLEWOOD, COLORADO

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

ATTEST:

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

SOUTH SUBURBAN PARK AND RECREATION DISTRICT

By: \_\_\_\_\_  
John K. Ostermiller, President  
6631 South University Blvd.







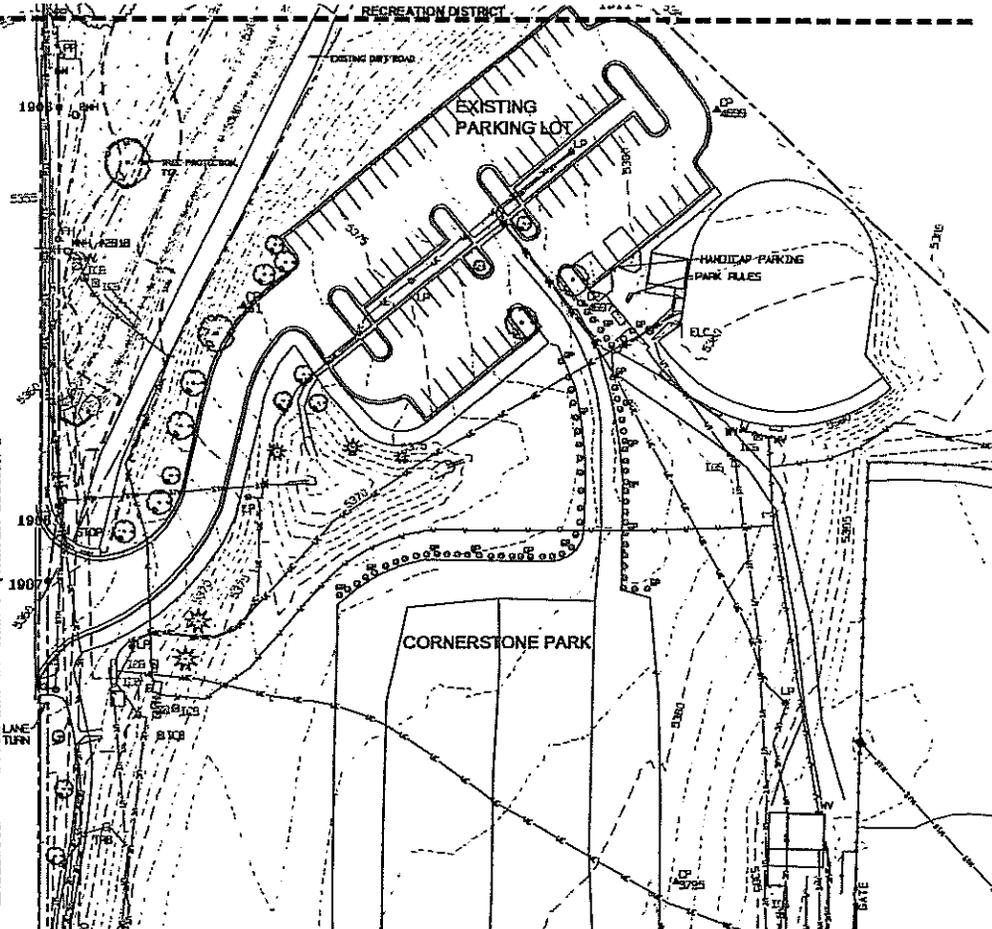


Know what's below.  
Call before you dig.

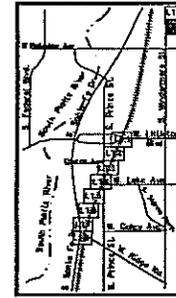
MATCHLINE - SEE SHEET L1.9

RECREATION DISTRICT

S. WINDERMERE STREET  
LITTLETON  
ENGLEWOOD  
BASIS OF BEARING  
N 00°05'41" E 20835.00'  
SOUTH LANE SOUTHEAST QUARTER SECTION 9



KEYMAP



**DM DESIGN**  
P.L.L.C.  
2500 S. W. 10th Ave.  
Suite 100  
Englewood, CO 80110  
303.733.8888

STATE OF COLORADO  
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any other purpose without the  
written consent of DM Design P.L.L.C.

LEGEND

- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- EXISTING APRON CONTOUR
- EXISTING MAJOR CONTOUR
- FLOODWAY
- 100 YR FLOODPLAIN
- ZONE A1
- 500 YR FLOODPLAIN
- ZONE X
- EXISTING VEGETATION
- EXISTING DECADUOUS TREE
- EXISTING EVERGREEN TREE
- VEGETATION TO BE REMOVED
- DECADUOUS TREE TO BE REMOVED
- EVERGREEN TREE TO BE REMOVED
- EXISTING FIRE HYDRANT
- EXISTING LIGHT
- EXISTING MANHOLE
- EXISTING SIGN
- CABLE TV RISER
- ELECTRICAL CONNECTION
- ELECTRICAL METER
- CITY WIRE
- ISLAND POST
- POWER POLE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- TRAFFIC CONTROL BOX
- TELEPHONE RISER BOX
- WATER VALVE
- CONTROL POINT
- FORMED MONUMENT
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND WATER LINE
- UNDERGROUND ELECTRIC LINE
- EXISTING FENCE
- STORM SEWER
- SURFACE TO BE REMOVED
- GRADE PROTECTIVE FENCING

**Big Dry Creek Trail Connection**  
Englewood, Colorado

PROJECT NUMBER: 14102.00 DATE: 05-23-14  
DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
DRAWN BY: [Signature]

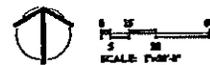
REVISIONS:

ALL DIMENSIONS  
DIMS INCLUDE  
DOCUMENTS

SHEET TITLE:  
Existing Conditions &  
Description Plan

SHEET NUMBER:

**L1.10**  
SHEET OF



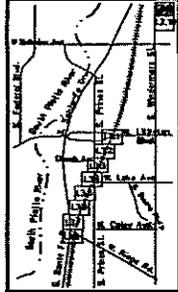
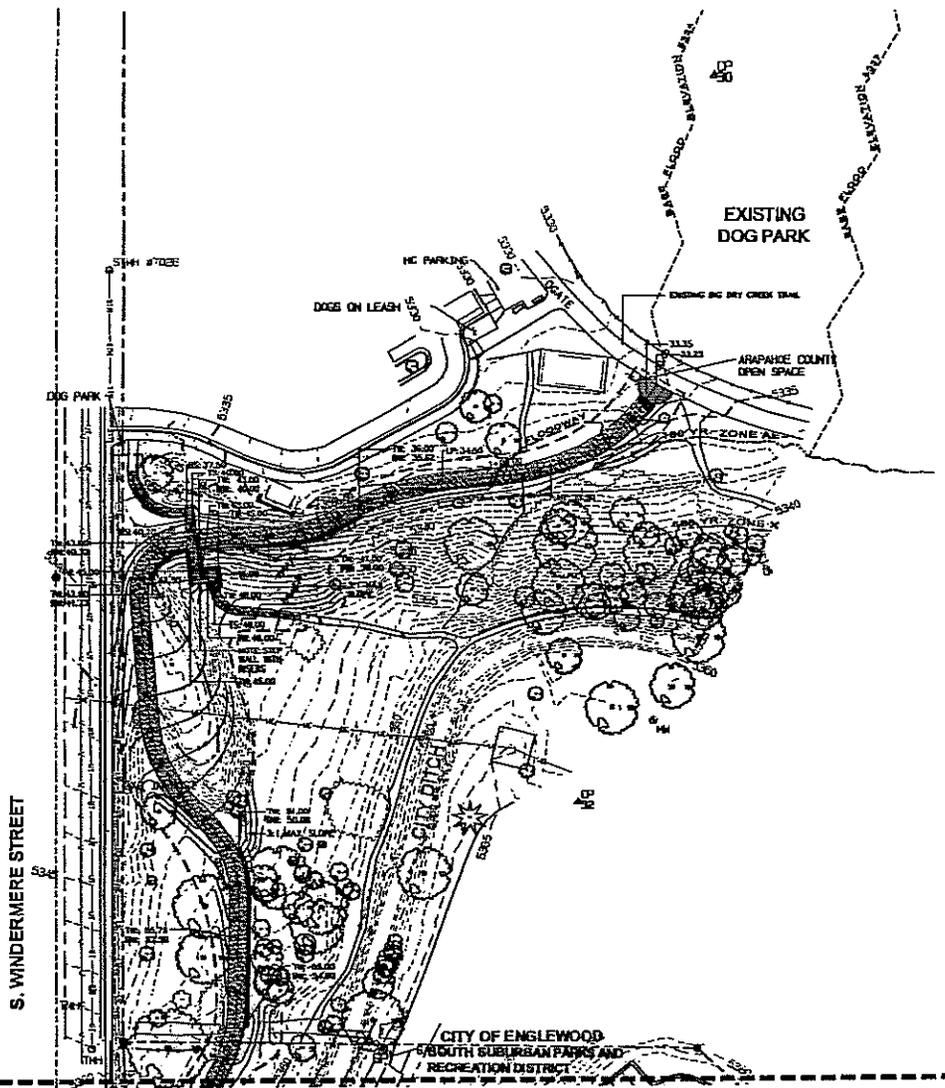
AREA 8'

811  
Know what's below.  
Call before you dig.  
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Mark as in below.  
Call before you dig.

Vertical text on the left margin, likely a title or project name, oriented vertically.



LEGEND table with symbols and descriptions for construction lines, contours, and utilities.

DMW DESIGN logo and contact information.

Project title: Big Dry Creek Trail Connection, Englewood, Colorado.

Project number and date: 1407.00, 05-23-14.

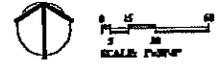
Author: BM, Checker: KJ, Designer: BM.

Project description: S.A. Occupancy, Connection, Documentation.

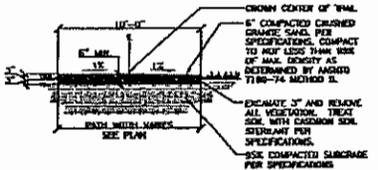
Sheet title: SLOTT 3.9, Grading Plan.

Sheet number: AREA 8', L3.9.

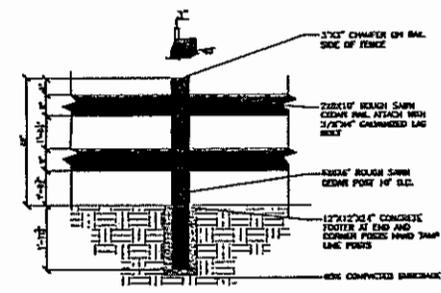
MATCHLINE - SEE SHEET L3.10



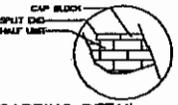
AREA 8'



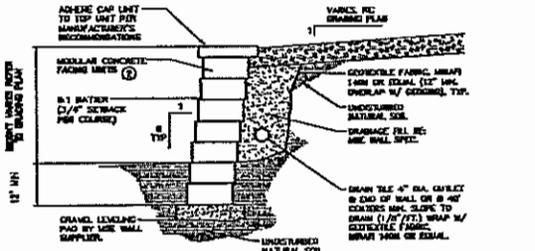
**1 CRUSHER FINES TRAIL** SCALE: NTS



**2 2-RAIL WOOD FENCE** SCALE: NTS

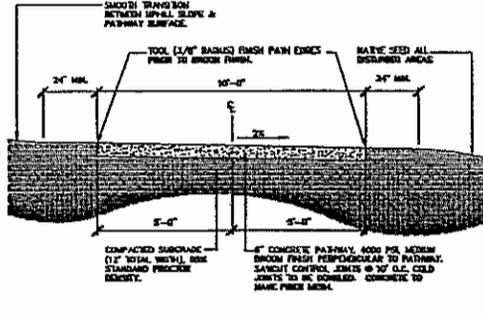


**CAPPING DETAIL** SCALE: NONE

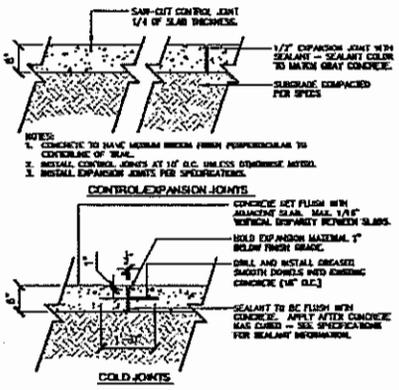


**GENERAL NOTES:**  
 1. MINIMUM EMBEDMENT OF WALL BELOW FINISH GRADE SHALL BE 10\"/>

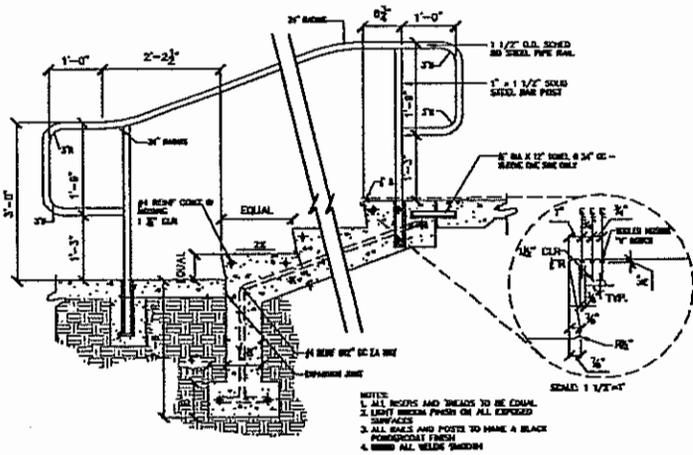
**5 MSE WALL** SCALE: NTS



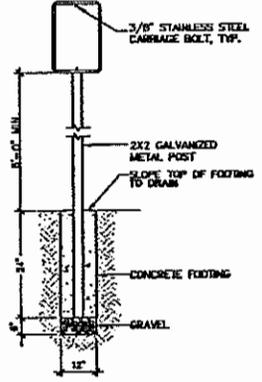
**3 CONCRETE TRAIL/PAVING** SCALE: NTS



**4 CONCRETE TRANSITION** SCALE: NTS



**6 CONCRETE STAIRS** SCALE: NTS



**7 TRAIL SIGN** SCALE: NTS



AREA 8'

**Big Dry Creek Trail Connection**  
 Englewood, Colorado

SHEET NUMBER: 312  
 SHEET DATE: 06-23-14  
 DRAWN BY: MJD  
 CHECKED BY: MJD

DESIGNER: DWM  
 PROJECT: Big Dry Creek Trail Connection  
 SHEET TITLE: Sign Details

SHEET AREA: **D2.1**  
 SHEET OF

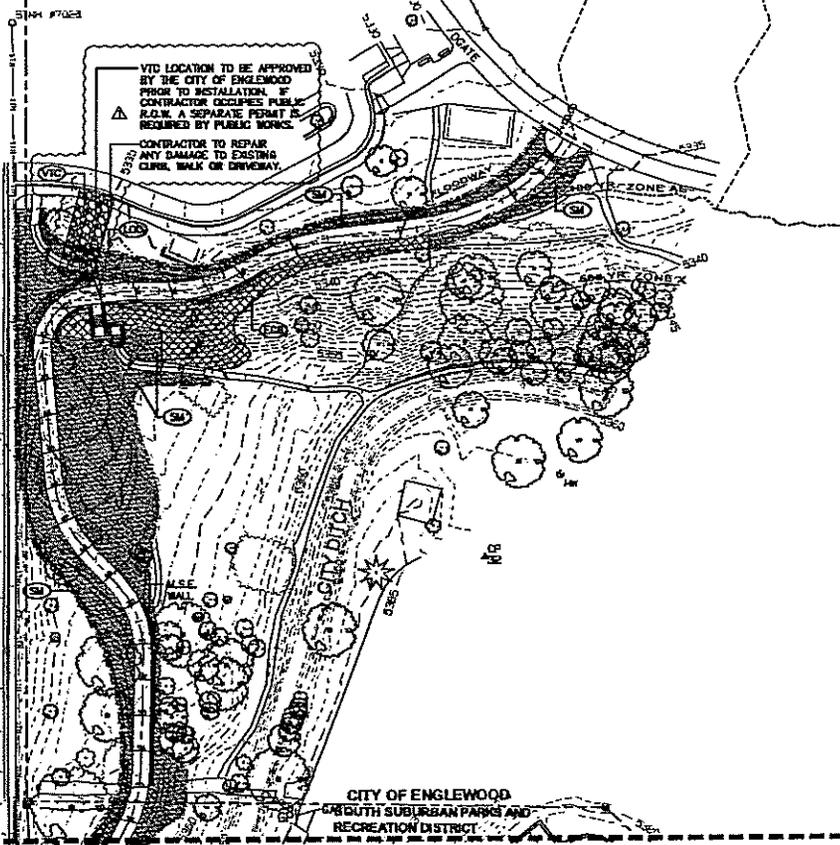


Call before you dig.  
Call before you dig.

- NOTES:**
1. THIS PLAN IS CONCEPTUAL AND OUTLINES THE ELEMENTS REQUIRED FOR A PROPER SWMP. HOWEVER IT IS INCUMBENT ON THE CONTRACTOR TO DEVELOP AND SUBMIT A PLAN TO THE COE AT THE TIME OF PERMIT APPLICATION.
  2. ALL CONCRETE MUST MEET CITY OF ENGLEWOOD STANDARDS.
  3. ALL WORK IN THE PUBLIC RIGHT-OF-WAY REQUIRES PERMITS FROM PUBLIC WORKS.
  4. PRE-EXISTING DAMAGE SHALL BE DOCUMENTED PRIOR TO START OF CONSTRUCTION. ALL CONCRETE BROKEN DURING CONSTRUCTION MUST BE REPLACED.
  5. ERECT AND MAINTAIN ADEQUATE EROSION PROTECTION FOR THE DURATION OF THE PROJECT. NO MATERIAL WILL BE ALLOWED TO LEAVE SITE.
  6. ACCESS ROADS, TEMPORARY OR OF PERMANENT TYPE, SHALL AT NO TIME HAVE THE MINIMUM REQUIRED WIDTH OF 26' AND/OR THE OVERHEAD VERTICAL CLEARANCE OF 13'6" OBSTRUCTED (EXISTING PARKING LOT).

DATE: 08/15/14  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 PROJECT NO: 14197-03  
 SHEET NO: SMP1-BDC  
 SHEET OF: 02

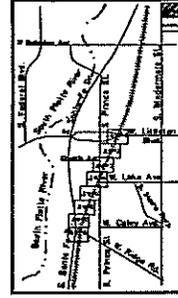
S. WINDERMERE STREET



CITY OF ENGLEWOOD  
 SOUTH SUBURBAN PARKS AND  
 RECREATION DISTRICT

MATCHLINE - SEE SHEET SMP2-BDC

**KEYMAP**

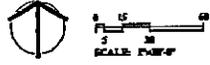


**LEGEND**

- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- FLOODWAY
- 100 YR FLOODPLAIN ZONE A1
- 500 YR FLOODPLAIN ZONE A1
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MAJOR CONTOUR
- DRAINAGE FLOW LINE
- EXISTING VEGETATION
- EXISTING TREES
- EXISTING FIRE HYDRANT
- EXISTING LIGHT
- EXISTING MANHOLE
- EXISTING SIGN
- EXISTING FENCE
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- STORM SEWER
- PROPOSED WALK TRAIL

**GESC LEGEND**

- VEGETATED BUFFER
- CONCRETE BASIN/AREA
- VEHICLE TRACKING CONTROL
- SEDIMENT CONTROL LOG
- SEEDING AND MULCHING
- EROSION CONTROL BLANKET
- LIMITS OF CONSTRUCTION
- ROCK CHECK DAM
- SELF FENCE



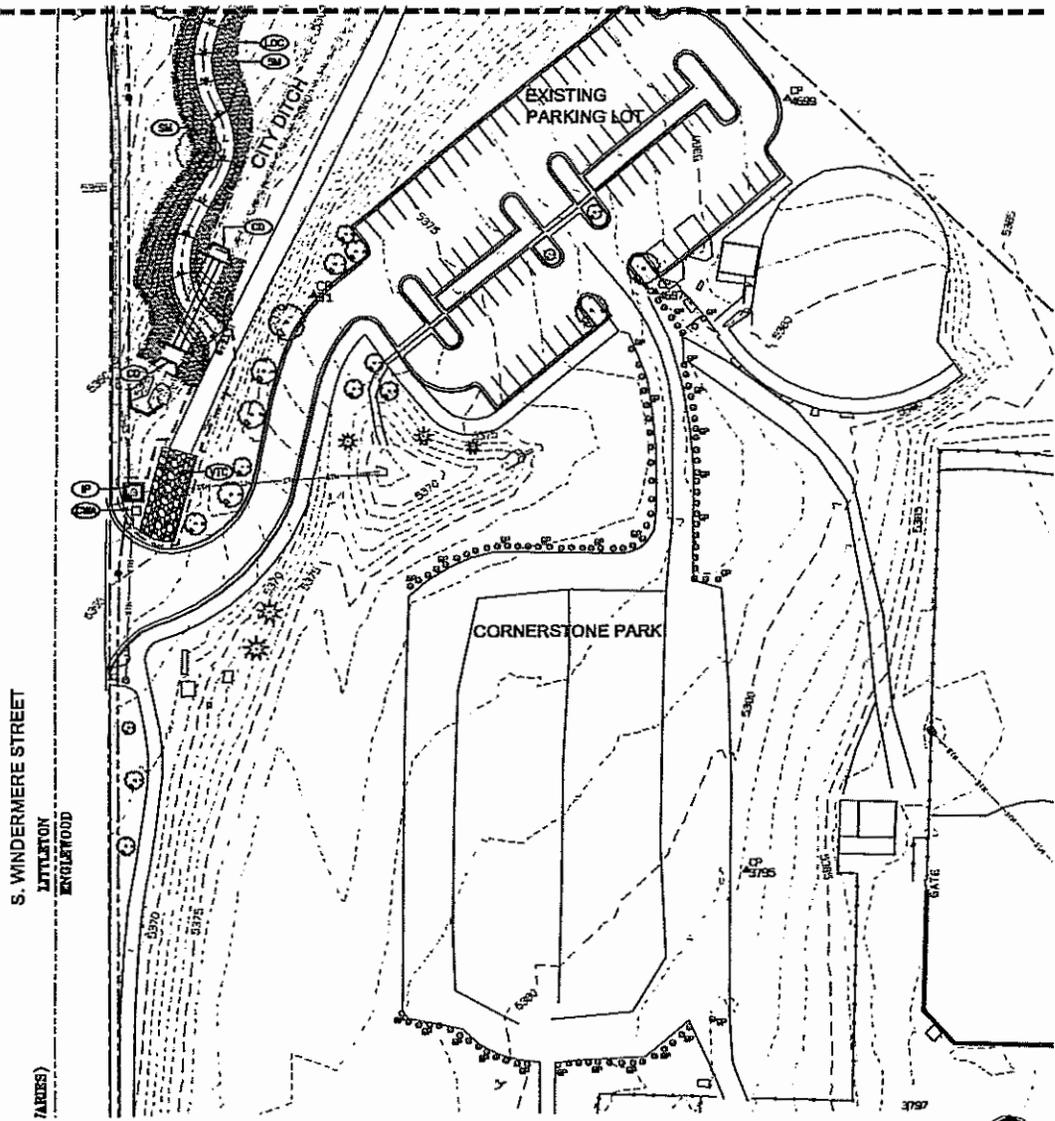
AREA B'

**OWN DESIGN**

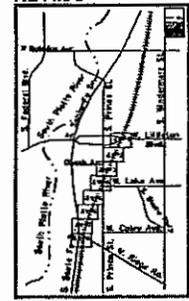
100% Design  
 J. B. BROWN  
 J. B. BROWN  
 J. B. BROWN

**Big Dry Creek Trail Connection**  
 Englewood, Colorado

|  |                         |
|--|-------------------------|
| PROJECT NUMBER<br>14197-03                   | DATE<br>05/23/14        |
| DESIGNED BY<br>J. B. BROWN                   | DRAWN BY<br>J. B. BROWN |
| ISSUED<br>08-13-14<br>07-03-14               |                         |
| FOR SUBMITTAL<br>Constructive<br>Documents   |                         |
| SHEET TITLE<br>Stormwater<br>Management Plan |                         |
| SHEET NUMBER<br>SMP1-BDC                     | SHEET OF<br>02          |



KEYMAP



LEGEND

- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- EASEMENT LINE
- FLOORPLAN
- 100 YR FLOODPLAIN ZONE AK
- 500 YR FLOODPLAIN ZONE Z
- EXISTING MAJOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MAJOR CONTOUR
- DRAINAGE FLOW LINE
- EXISTING VEGETATION
- EXISTING TREES
- EXISTING FIRE HYDRANT
- EXISTING LIGHT
- EXISTING MANHOLE
- EXISTING SIGN
- EXISTING FENCE
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING UNDERGROUND WATER MAIN
- EXISTING UNDERGROUND GAS MAIN
- EXISTING UNDERGROUND SANITARY SEWER
- PROPOSED 10' WIDE TRAIL

GESC LEGEND

- (P) MELT PROTECTION
- (VB) VEGETATED BUFFER
- (C) CONCRETE WASHOUT AREA
- (VT) VEHICLE TRACKING CONTROL
- (SD) SEDIMENT CONTROL LOC
- (M) SEEDING AND MULCHING
- (EB) EROSION CONTROL BLANKET
- (L) LIMITS OF CONSTRUCTION
- (B) ROCK CHECK DAM
- (S) SILT FENCE



AREA 6' SCALE 1"=60'

811

Know what's below. Call before you dig.

|   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|

**DWM DESIGN**

14100 E. 1st Ave. Suite 100 Denver, CO 80231  
 303.755.1111  
 www.dwm-design.com

DATE OF DOCUMENT: 05/23/14

PROJECT NAME: Big Dry Creek Trail Connection  
 LOCATION: Englewood, Colorado

PROJECT NO: SMP2-BDC

SCALE: 1"=60'

AREA 6'

SHEET 01 OF 01

## COUNCIL COMMUNICATION

|   |  |   |
|---|--|---|
| <b>DATE</b><br>October 20, 2014             | <b>AGENDA ITEM</b><br>11 a ii                                  | <b>SUBJECT</b><br>License Agreement with South Suburban Parks & Recreation Division |
| <b>INITIATED BY</b><br>Utilities Department | <b>STAFF SOURCE</b><br>Stewart H. Fonda, Director of Utilities |   |

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

None.

### RECOMMENDED ACTION

The Englewood Water and Sewer Board recommended at their October 14, 2014 meeting Council approval of the Ordinance for the license agreement and construction easement with South Suburban Park and Recreation District for the Big Dry Creek Trail connection.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

#### License Agreement

South Suburban Parks and Recreation District has requested a license agreement to build a bike path across the City Ditch right-of-way. The Big Dry Creek Trail connection is located at S. Windermere, adjacent to Cornerstone Park. This section is part of South Suburban's master plan for a bike path that spans the South Denver Metro area. The license agreement and construction easement is for the portion that ends in Englewood and terminates at the Big Dry Creek bike path.

#### Construction Easement

Plans were submitted and approved for the construction of a bike path crossing the City Ditch. The construction easement will expire once the bike path is completed. The license agreement will then allow crossing access over Englewood's City Ditch. The construction easement location is the same legal as noted in the license agreement.

### FINANCIAL IMPACT

None.

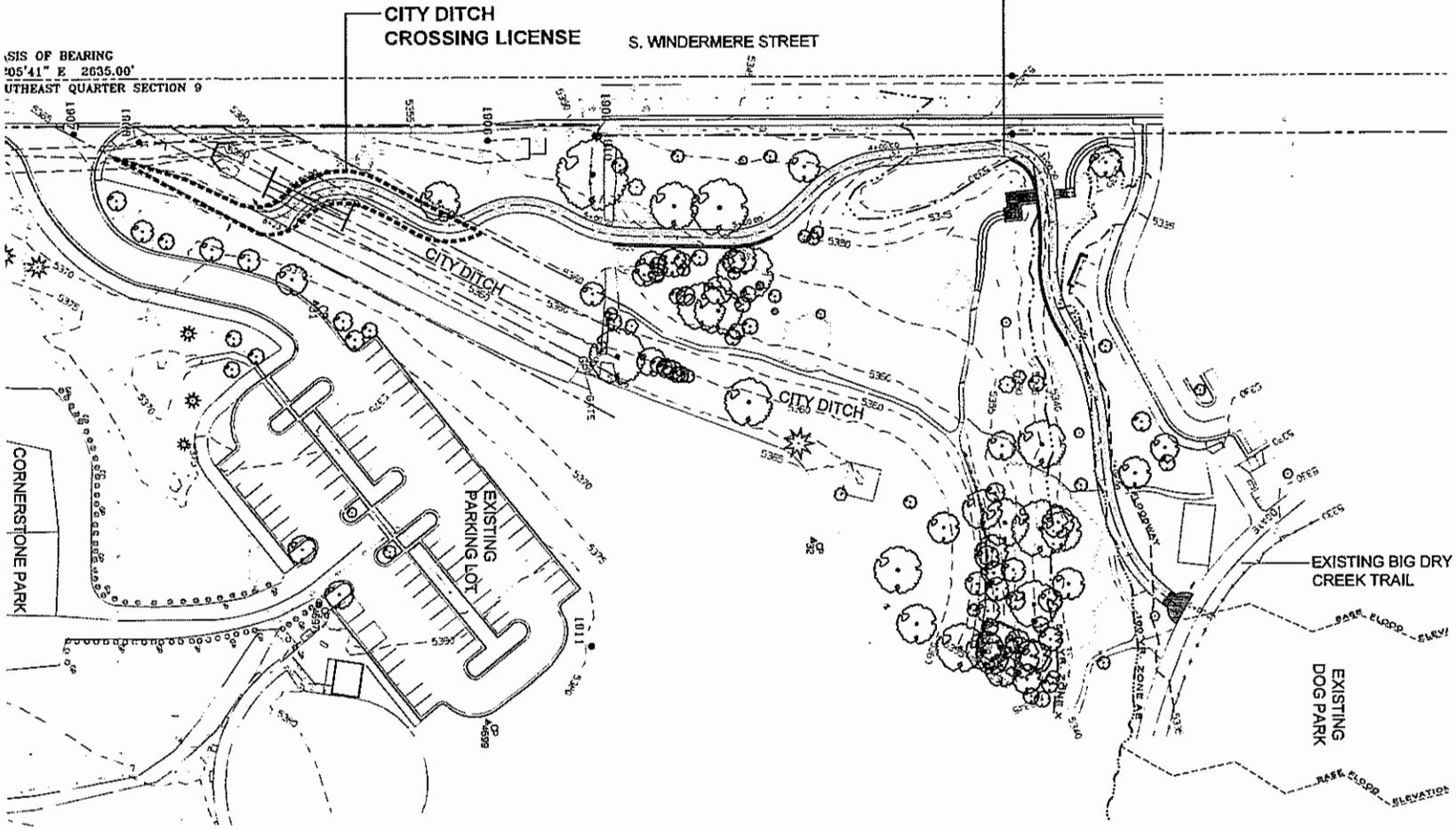
### LIST OF ATTACHMENTS

Location Map  
Approved Water and Sewer Board Minutes from October 7, 2014  
Bill for Ordinance

MATCHLINE - SEE SHEET L2.9

# # 4 BIG DRY CREEK TRAIL CROSSING OF CITY DITCH

# # 3 BIG DRY CREEK TRAIL CONNECTION AT BELLEVIEW PARK



SIS OF BEARING  
105°41' E 2635.00'  
UTHEAST QUARTER SECTION 9

CITY DITCH  
CROSSING LICENSE S. WINDERMERE STREET

CORNERSTONE PARK

EXISTING  
PARKING LOT

EXISTING BIG DRY  
CREEK TRAIL

EXISTING  
DOG PARK



AREA B'

**DHW DESIGN**

2015, 2016  
Suite 202  
Englewood, CO 80150  
303.877.2244  
www.dhwdesign.com

SCOPE OF DOCUMENT

This document is the property of the Designer. No part and design, in whole or in part, may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the Designer.

Big Dry Creek Trail Connection  
Englewood, Colorado

PROJECT NUMBER: 311  
14167.00 05-23-14  
DESIGNED BY: [blank]  
DRAWN BY: [blank]  
CHECKED BY: [blank]  
PLotted BY: [blank]

CONSTRUCTION DOCUMENTS

DATE: 05-23-14

SHEET NUMBER

SHEET OF





which is a residential classification, but has a special use permit that allows it to operation as a school. The property is located on the corner of S. University Blvd. and E. Orchard Rd.

Through an error, it was believed that this parcel was in the Southgate Sanitation District. It is, however, located in the South Arapahoe Sanitation District. The Petition for Exclusion from Arapahoe County District Court with Southgate Sanitation District was granted on July 8, 2014 and recorded on July 15, 2014.

Motion:

To recommend Council approval of Southgate Sanitation District Supplement #171.

Moved: Waggner Seconded: Lay

Motion carried.



5. CITY OF CHERRY HILLS VILLAGE SANITATION DISTRICT WASTEWATER CONNECTOR'S AGREEMENT.

The Littleton/Englewood Wastewater Treatment Plant is able to receive and treat sewage transmitted by various districts. In the City of Cherry Hills Village Sanitation District there are 9,750 taps. The City of Cherry Hills Village Sanitation District will continue to own the lines and will be responsible for capital improvements in its system. The City Attorney's office has reviewed and approved the City of Cherry Hills Village Sanitation District Connector's Agreement.

Motion:

To recommend Council approval of the City of Cherry Hills Village Sanitation District Connector's Agreement.

Moved: Penn Seconded: Wiggins

Motion carried.



6. CHERRY HILLS VILLAGE SAN. DISTRICT SANITARY SEWER SUPPLEMENT #5.

A request was made by the City of Cherry Hills Village Sanitation District representing the owner, Harrison Oaks North LLC, for inclusion into the City of Cherry Hills Village Sanitation District. The site is on 16.269 acres and is zoned R-2.5 residential. The site will be subdivided into 5 to 6 residential sites. The property is located at 4000 E. Belleview Ave.

Motion:

Recommend Council approval of a Bill for an Ordinance approving the City of Cherry Hills Village Sanitation District Sanitary Sewer Supplement #5 for Harrison Oaks North located at 4000 E. Belleview Ave.

Moved: Waggoner                      Seconded: Habenicht

Motion carried.



7. ALLEN PLANT ALUM RESIDUALS REMOVAL AND DISPOSAL.

Tom Brennan discussed.

There are low levels of naturally occurring radionuclides in Englewood's source water that are removed through treatment and ultimately reside in the residuals generated at the plant. The residuals are considered Technologically-Enhanced Naturally Occurring Radioactive Materials (TENORM) and have additional disposal considerations based on the Colorado Department of Public Health and Environment regulatory requirements.

The only current means of residual disposal is for disposal at Clean Harbors Deer Trail Facility. Utilities staff is recommending sending an additional 1000 cubic yards of residuals to Clean Harbors. The current contract with Secure On-Site Services USA is still in force, with the vendor willing to honor his bid price from March. It is expected that the price may increase when bids are received next year.

Motion:

To recommend disposal of 1000 cubic yards of material by Secure On-site Services USA at a price of \$232,846.75 in accordance with the current contract that is in effect.

Moved: Waggoner                      Seconded: Habenicht

Motion carried.

The meeting adjourned at 6:35 p.m.

The next Water and Sewer Board meeting will be Tuesday, November 11, 2014 at 5:00 in the Community Development Conference Room.

Respectfully submitted,

Cathy Burrage  
Recording Secretary

BY AUTHORITY

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

COUNCIL BILL NO. 62  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING A "LICENSE FOR A CITY DITCH CROSSING AGREEMENT", AND A "TEMPORARY CONSTRUCTION EASEMENT" WITH SOUTH SUBURBAN PARK AND RECREATION DISTRICT FOR THE INSTALLATION OF A BIKE TRAIL CROSSING CALLED "BIG DRY CREEK TRAIL CONNECTION" CROSSING ENGLEWOOD'S CITY DITCH RIGHT-OF-WAY AT SOUTH WINDERMERE.

WHEREAS, South Suburban Park and Recreation District submitted a License for a City Ditch Crossing Agreement and a Temporary Construction Easement to the City; and

WHEREAS, the License Agreement and the Temporary Construction Easement will allow South Suburban to install a Bike Trail across Englewood's City Ditch Right-of-Way at the location of South Windermere - Cornerstone Park; and

WHEREAS, the Englewood Director of Utilities recommended approval of the "License-City Ditch Crossing Agreement", and a "Temporary Construction Easement" to South Suburban Park and Recreation District at the Board's October 7, 2014, meeting; and

WHEREAS, the Englewood Water and Sewer Board reviewed and recommended approval of the "License-City Ditch Crossing Agreement", and a "Temporary Construction Easement" to City Council at their October 7, 2014 meeting.

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

Section 1. The License Agreement for a City Ditch Crossing, attached hereto as "Exhibit 1," is hereby approved by the Englewood City Council.

Section 2. The Director of Utilities is hereby authorized to execute the License Agreement for a City Ditch Crossing and the Temporary Construction Easement for and on behalf of the City of Englewood, Colorado.

Section 3. The Temporary Construction Easement, attached hereto as "Exhibit 2" is hereby approved by the Englewood City Council.

Section 4. The Director of Utilities is hereby authorized to sign the Temporary Construction Easement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 20th day of October, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 24th day of October, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 22nd 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 20<sup>th</sup> day of October, 2014.

---

Loucrishia A. Ellis

LICENSE AGREEMENT FOR A CITY DITCH CROSSING  
OF THE "BIG DRY CREEK TRAIL CONNECTION"  
BIKE TRAIL

THIS LICENSE AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF ENGLEWOOD, a municipal corporation of Colorado, whose address is 1000 Englewood Parkway, Englewood, CO. 80110 hereinafter referred to as "City", and SOUTH SUBURBAN PARK AND RECREATION DISTRICT, whose address is 6631 South University Boulevard, Centennial, CO. 80121, hereinafter referred to as "Licensee."

WITNESSETH

The City, without any warranty of its title or interest whatsoever, hereby authorizes Licensee, its successor or assigns, to install a Bike Trail crossing over the City's Right-of-Way for the City Ditch, in the County of Arapahoe, State of Colorado, described as a parcel of land situated in the:

South East ¼ of Section 9, Township 5 South, Range 68 West, of the 6<sup>th</sup> P.M., City of Englewood, County of Arapahoe, State of Colorado. Being more particularly described in the attached hereto Exhibit A.

The above-described parcel contains 0.093 acres (4,052 square feet) more or less.

1. Any construction contemplated or performed under this License shall comply with and conform to reasonable standards formulated by the Director of Utilities of the City; and such construction shall be performed and completed in substantial conformance with the approved plans, consisting of two sheets, a copy of which is attached as (Exhibit B), and made a part hereof.
2. Licensee shall notify the City's Director of Utilities at least three (3) days prior to the time of commencement of the construction of, or any repairs made to, Licensee's Bike Trail Crossing so that the City may, in its discretion, inspect such operations.
3. Within sixty (60) days from the date of the commencement of construction of said Bike Trail Crossing, the Licensee shall complete such construction, and shall clear the crossing area of all construction debris and restore the area to its previous condition as nearly as may be reasonable. In the event the clearing and restoration of the crossing area is not completed within the time specified, City may complete the work at the sole expense of Licensee. Construction shall be deemed completed upon written acceptance by the Englewood Director of Utilities.

4. City shall have the right to maintain, install, repair, remove or relocate the City Ditch or any other of its facilities or installations within City's Right-of-Way at any time and in such manner as City deems necessary or convenient. City reserves the exclusive right to control all easements and installations. In the event the Bike Trail Crossing should interfere with any future use of the City City Ditch Right-of-Way by the City, the Licensee shall, upon request and at its sole expense, relocate, rearrange, or remove its installations so as not to interfere with any such use.
5. Any repair or replacement of any City installation made necessary, in the opinion of the City's Director of Utilities because of the construction of the Bike Trail Crossing or other appurtenant installation thereof shall be made at the sole expense of the Licensee.
6. The stipulations and conditions of this License shall be incorporated into contract documents with any third party contractors.
7. The rights and privileges granted in this License shall be subject to prior agreements, licenses and/or grants, recorded or unrecorded, and it shall be Licensee's sole responsibility to determine the existence of said documents or conflicting uses or installations.
8. Licensee shall contact and fully cooperate with City's personnel, and the construction shall be completed without interference with any lawful, usual or ordinary flow of water through the City ditch. Licensee shall assume all risks incident to the possible presence of such waters, or of storm waters, or of surface waters in the City Ditch
9. All trenches or holes within City Ditch Right-of-Way shall be backfilled and tamped to the original ground line consistent with the City's construction standards.
10. As between the City and Licensee, Licensee by acceptance of this License, expressly assumes full and strict liability for any and all damages of every nature to person or property caused by water from the ditch leaking through the ditch banks or pipeline at the point or points where the Licensee performs any work in connection with the crossing provided by this Licensee. The Licensee assumes all responsibility for maintenance of the installation.
11. It is expressly agreed that in case of Licensee's breach of any of the within promises, City may, at its option, have specific performance thereof, or sue for damages resulting from such breach.
12. Insurance. South Suburban Park and Recreation District is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. The South Suburban Park and Recreation District shall show proof of such insurance satisfactory to the City, if requested by the City.

The South Suburban Park and Recreation District shall require each Agreement with their Consultant and Contractor that are providing Goods or Services hereunder, to include the insurance requirements necessary to meet Consultant or Contractor liabilities under the GIA.

13. As consideration for this License, Licensee shall pay for all costs for construction of this Bike Trail Crossing, including enclosing the City Ditch in pipe in this area consistent with the drawings attached as Exhibit B.
14. Licensee assumes all responsibility for maintenance of the Bike Trail Crossing in accordance with the standards and practices of South Suburban Parks and Recreation District and consistent with other South Suburban Parks and Recreation District facilities including:
  - a. Removal of litter and debris from the Bike Trail;
  - b. Managing vegetation along the Bike Trail, including mowing of Bike Trail shoulders, trimming of hazardous limbs from trees, maintenance of irrigation systems and removal of noxious weeds along the Bike Trail using a method approved for use near drinking water source;
  - c. Maintaining Bike Trail surfaces, signage, rest areas, furnishings, and trash receptacles;
  - d. Removal or painting over graffiti;
  - e. Repairing structural damage to Bike Trail surfaces, retaining walls, and fences; and
  - f. Use reasonable measures to control vandalism and dumping along the Bike Trail.
15. South Suburban Park and Recreation District is hereby acknowledges that the Trail is incidental to the priority use of the City Ditch and agrees that should there be a conflict between the priority use of the City Ditch and South Suburban Park and Recreation District's recreational use, the safety and continuation of the City's use shall control.

In granting the above authorization, City reserves the right to make full use of the property involved as may be necessary or convenient in the operation of the water works plant and system under control of City.

IN WITNESS WHEREOF this instrument has been executed as of the day and year first

above written.

CITY OF ENGLEWOOD, COLORADO

Stewart H. Fonda, Director of Utilities

, Chairman

The undersigned officer of Licensee has read the foregoing License and agrees for on behalf of said Licensee that it will accept and will abide by all the terms and conditions thereof.

LICENSEE:  
SOUTH SUBURBAN PARKS &  
RECREATION DISTRICT

by John K. Ostermiller, President  
Address: 6631 South University Blvd.  
Centennial, CO 80121-2913  
303 798-5131

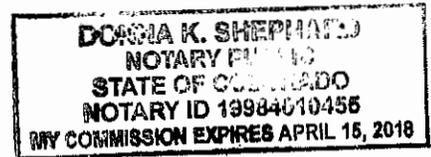
STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF ARAPAHOE )

The foregoing Agreement was acknowledged before me this 8<sup>th</sup> day of October, 2014, by John K. Ostermiller, President of South Suburban Park and Recreation District.

Witness my hand and official seal.

Notary Public

My Commission expires: April 15, 2018



## EXHIBIT "A"

## LEGAL DESCRIPTION

A TRAIL EASEMENT OVER AND ACROSS A PORTION OF THE ENGLEWOOD CITY DITCH LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6<sup>th</sup> PRINCIPAL MERIDIAN; CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, HAVING AN ASSUMED BEARING OF NORTH 00°05'41" EAST.

COMMENCING AT THE SOUTH QUARTER OF SAID SECTION 9;

THENCE NORTH 03°37'06" EAST A DISTANCE OF 743.96 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE ENGLEWOOD CITY DITCH, ALSO BEING THE POINT OF BEGINNING;

THENCE THE FOLLOWING SIX (6) COURSES;

1. NORTH 13°10'20" EAST, A DISTANCE OF 56.54 FEET;
2. NORTH 25°12'18" EAST, A DISTANCE OF 41.45 FEET;
3. NORTH 26°08'43" EAST, A DISTANCE OF 3.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 16.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 65°02'04" WEST;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°14'36", AN ARC LENGTH OF 19.89 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET;
5. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°37'11", AN ARC LENGTH OF 34.57 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE EASTERLY HAVING A RADIUS OF 62.00 FEET;
6. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°13'41", AN ARC LENGTH OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID ENGLEWOOD CITY DITCH;

THENCE NORTH 27°44'02" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 79.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 45.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 62°15'36" WEST;

THENCE THE FOLLOWING FIVE (5) COURSES;

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°56'19", AN ARC LENGTH OF 47.86 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 174.00 FEET;
2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°30'10", AN ARC LENGTH OF 28.86 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE EASTERLY HAVING A RADIUS OF 42.00 FEET;

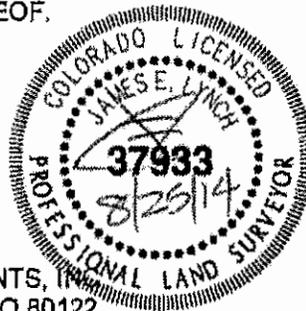
V:\54214-02 - City Ditch Easement\Legals\Trail Easement.docx

3. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°00'18", AN ARC LENGTH OF 23.46 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET;
4. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°57'26", AN ARC LENGTH OF 28.25 FEET;
5. SOUTH 62°15'58" EAST, A DISTANCE OF 13.75 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY OF ENGLEWOOD CITY DITCH;

THENCE SOUTH 27°44'02" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 132.43 FEET TO THE POINT OF BEGINNING.

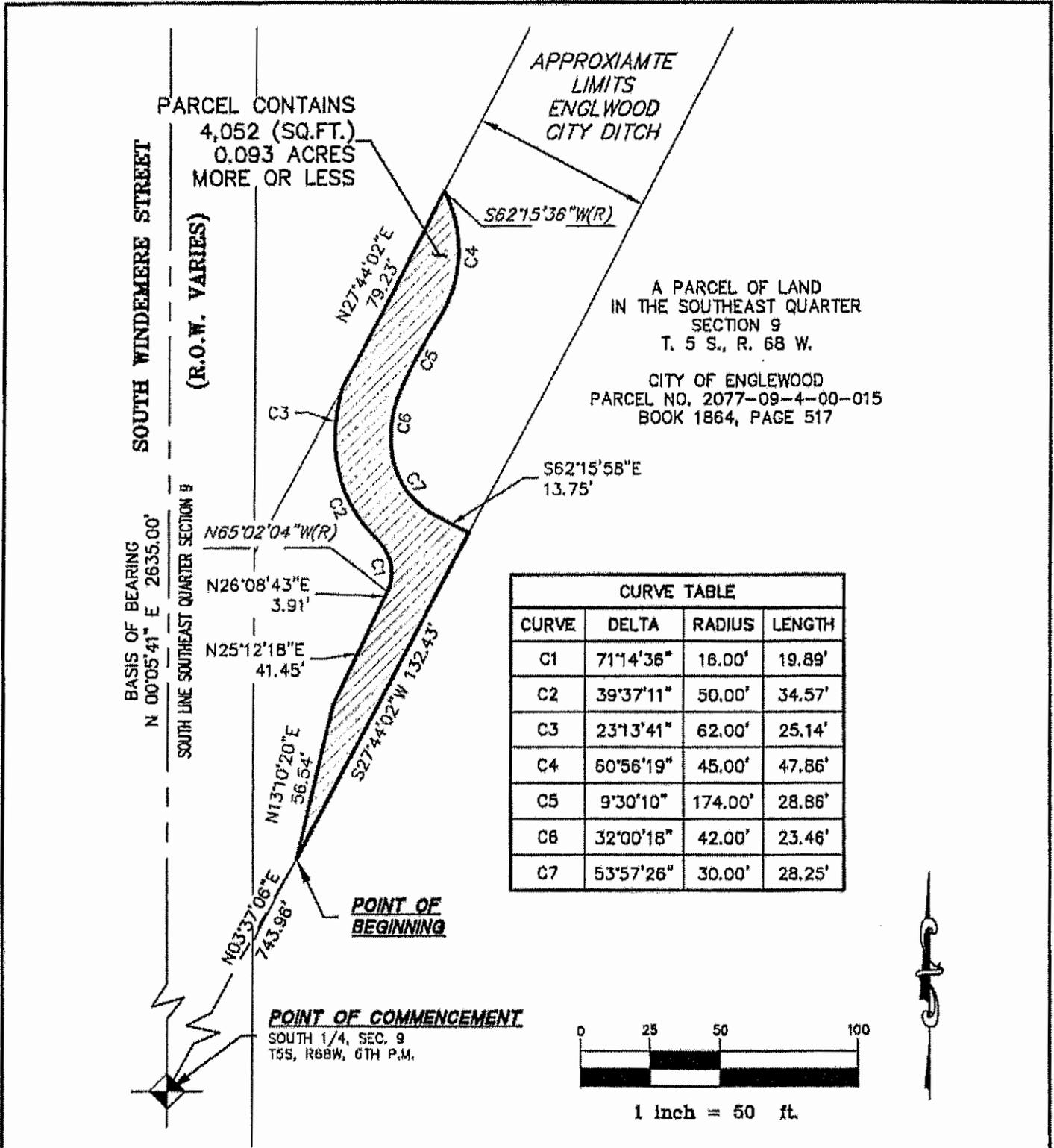
CONTAINING AN AREA OF 0.093 ACRES, (4,052 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS NO. 37933  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122  
303-713-1898

# ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: H:\54214-02 - City Ditch Easement\Draw  
DWG NAME: 54214-02 Ditch Easement.DWG  
DWG: JEL CHK:  
DATE: 8/25/14  
SCALE: 1" = 50'

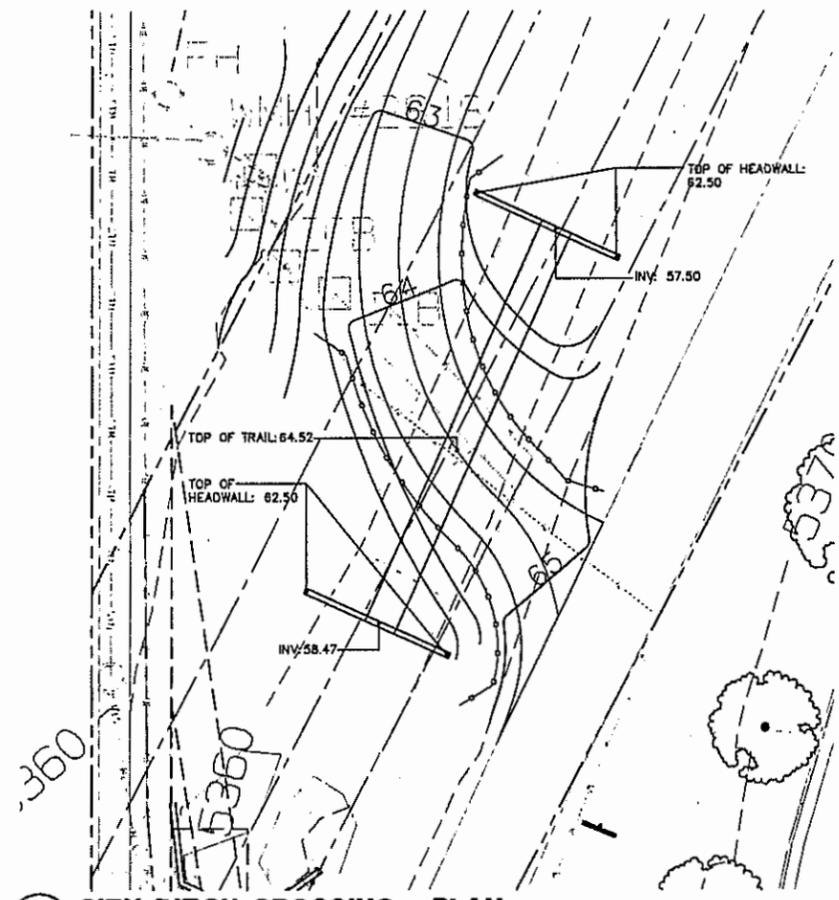


300 East Mineral Ave.  
Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898  
Fax: (303)713-1897  
www.aztecconsultants.com

**EASEMENT EXHIBIT**  
SE 1/4, SEC. 9. T5S, R68W, 6TH P.M.  
COUNTY OF ARAPAHOE, COLORADO  
JOB NUMBER 54214-02 3 OF 3 SHEETS

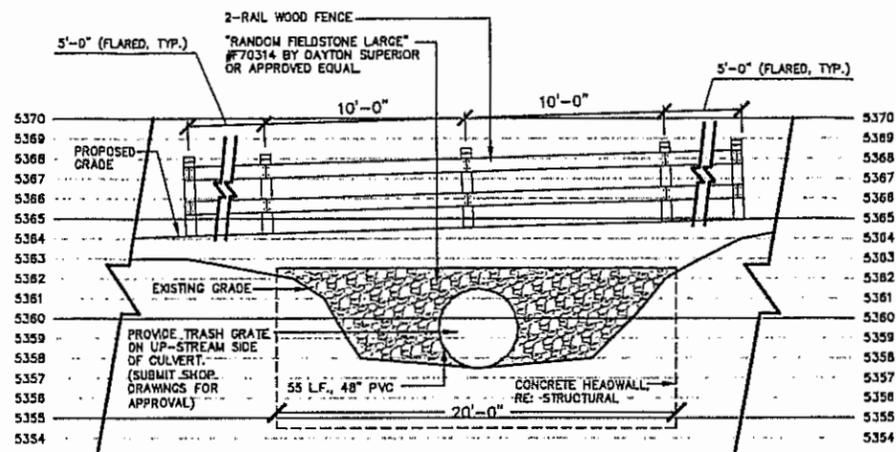


Know what's below.  
Call before you dig.



1 CITY DITCH CROSSING - PLAN

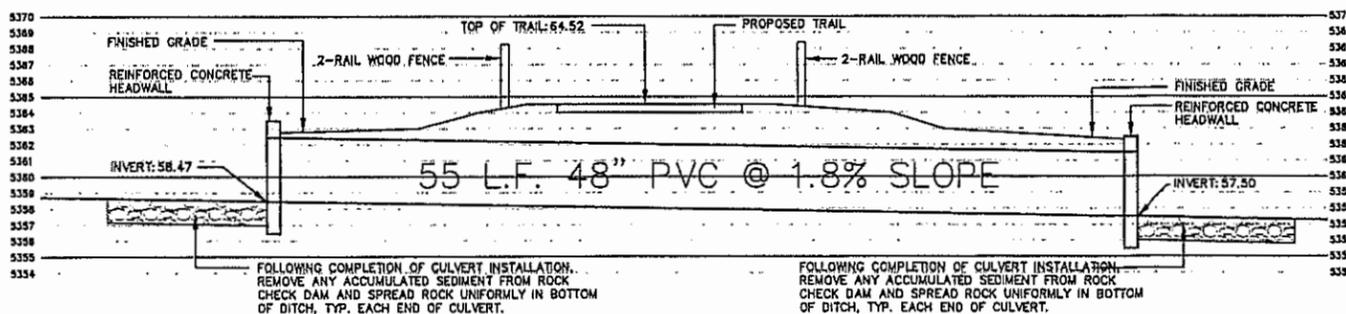
SCALE: NTS



2 HEADWALL ELEVATION - TYPICAL

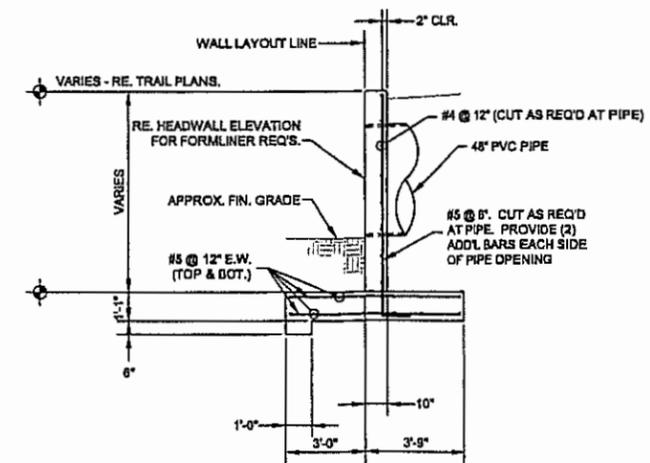
SCALE: NTS

NOTE:  
PVC PIPE SHALL MEET THE REQUIREMENTS OF ASTM F794 (DUAL WALL CORRUGATED PIPE) OR ASTM F1803 (CLOSED PROFILE) WITH CELL CLASSIFICATION 12454. PIPE STIFFNESS = 46, SMOOTH INSIDE WALL AND GASKETED JOINTS.



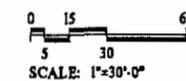
3 CITY DITCH CROSSING - SECTION

SCALE: NTS



4 CONCRETE HEADWALL - TYPICAL

SCALE: NTS



AREA 'B'

TC1.1

SHEET OF

DHM DESIGN

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Big Dry Creek Trail Connection  
Englewood, Colorado

PROJECT NUMBER: 14107.00  
DATE: 05-23-14  
DESIGNED: BN  
DRAWN: KD  
CHECKED: BN

JOB DESCRIPTION:  
Construction Documents

SHEET TITLE:  
Trail Crossing Profile and Details

SHEET NUMBER:

TC1.1

SHEET OF

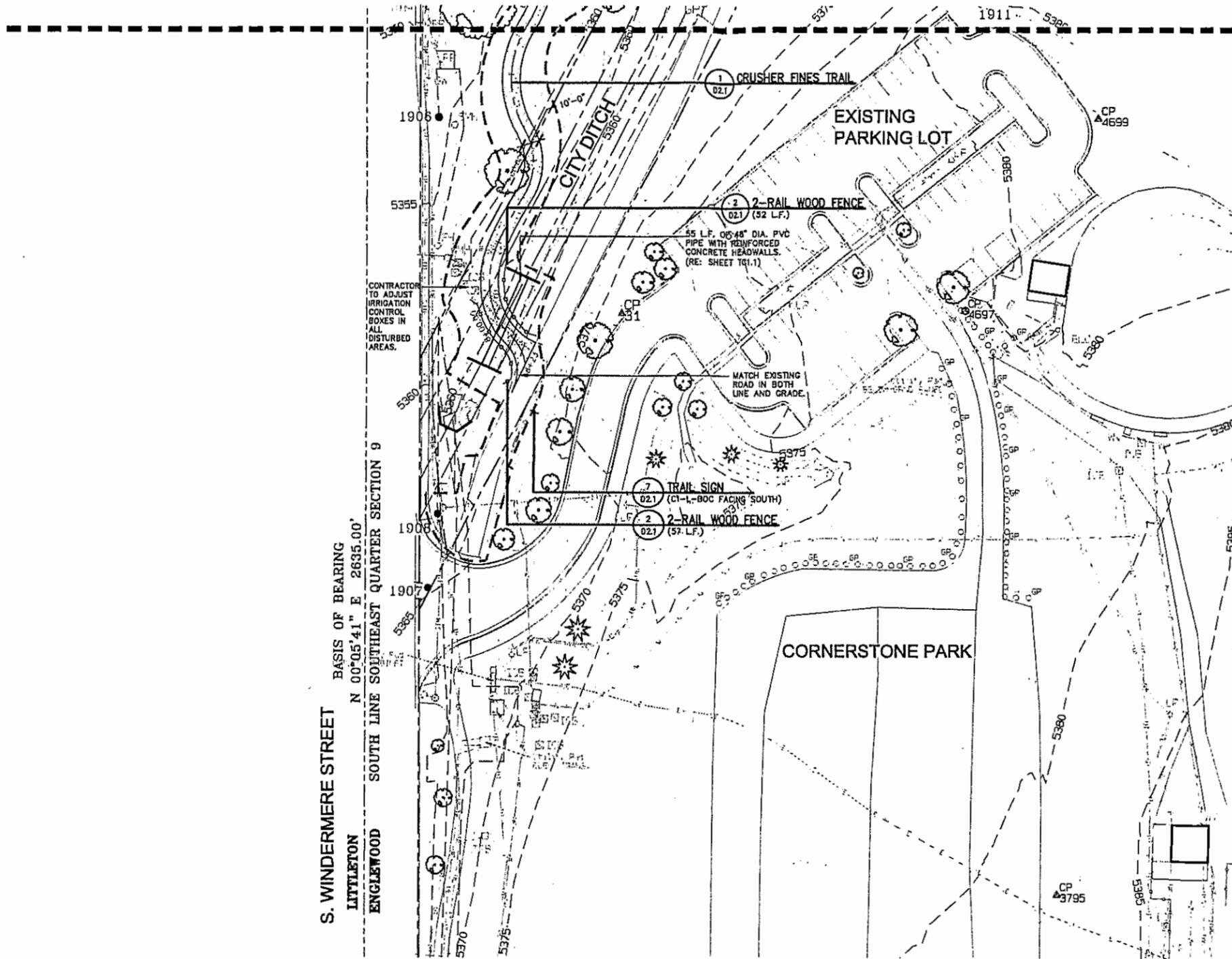
EXHIBIT B

Vertical text on the left margin containing project details and revision notes.



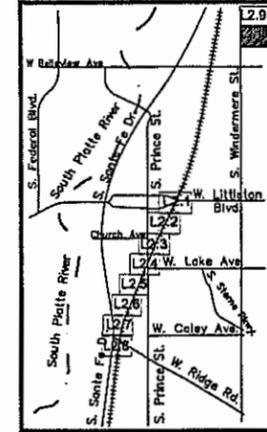
Know what's below.  
Call before you dig.

MATCHLINE - SEE SHEET L2.9



S. WINDERMERE STREET  
LITTLETON  
ENGLEWOOD  
BASIS OF BEARING  
N 00°05'41" E 2635.00'  
SOUTH LINE SOUTHEAST QUARTER SECTION 9

KEYMAP



LEGEND

|     |                                       |
|-----|---------------------------------------|
| --- | LIMITS OF CONSTRUCTION                |
| --- | PROPERTY LINE                         |
| --- | EASEMENT LINE                         |
| --- | EXISTING MINOR CONTOUR                |
| --- | EXISTING MAJOR CONTOUR                |
| --- | FLOODWAY                              |
| --- | 100 YR FLOODPLAIN ZONE AE             |
| --- | 500 YR FLOODPLAIN ZONE X              |
| --- | EXISTING VEGETATION                   |
| --- | EXISTING DECIDUOUS TREE               |
| --- | EXISTING EVERGREEN TREE               |
| --- | EXISTING FIRE HYDRANT                 |
| --- | EXISTING LIGHT                        |
| --- | EXISTING MANHOLE                      |
| --- | EXISTING SIGN                         |
| --- | EXISTING FENCE                        |
| --- | EXISTING UNDERGROUND TELEPHONE LINE   |
| --- | EXISTING UNDERGROUND ELECTRIC LINE    |
| --- | STORM SEWER                           |
| --- | PROPOSED 10' WIDE CRUSHER FINES TRAIL |
| --- | PROPOSED 10' WIDE CONCRETE TRAIL      |
| --- | PROPOSED TRAIL CENTER LINE            |

DHM DESIGN

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# Big Dry Creek Trail Connection

Englewood, Colorado

PROJECT NUMBER: 14107.00  
DATE: 05-23-14  
DESIGNED: BN  
DRAWN: KD  
CHECKED: BN

REVISIONS:

JOB DESCRIPTION:  
Construction Documents

SHEET TITLE:  
Layout & Materials Plan

SHEET NUMBER:

AREA 'B'  
**L2.10**  
SHEET OF



0 15 30 60  
SCALE: 1"=30'-0"

FILE NAME: C:\Users\kdm\OneDrive\Documents\14107\14107.dwg  
DATE: 05/23/14  
TIME: 10:00 AM  
PLOT: 05/23/14 10:00 AM  
PLOTTER: HP DesignJet T1100  
PLOT SCALE: 1"=30'-0"  
PLOT SHEET: L2.10  
PLOT AREA: 11.00 x 17.00  
PLOT STATUS: SUCCESS

GRANT OF TEMPORARY CONSTRUCTION EASEMENT FOR CITY DITCH CROSSING  
BY "BIG DRY CREEK TRAIL CONNECTION" BIKE TRAIL

THIS EASEMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the CITY OF ENGLEWOOD, a municipal corporation of the State of Colorado, acting through its Water and Sewer Board ("Grantor") (hereinafter referred to as "the City"); and SOUTH SUBURBAN PARK AND RECREATION DISTRICT, ("Grantee").

WHEREAS, Grantor owns a Right-of-Way for the City Ditch, a carrier ditch ("City Ditch") R-O-W", which is located as described as Exhibits A and B; and

WHEREAS, Grantee desires to install a Bike Trail Crossing within the City Ditch Right-of-Way pursuant to a License between the parties executed \_\_\_\_\_, 2014;

NOW THEREFORE, in consideration of the mutual covenants of the parties, more particularly hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Temporary Construction Easement. Grantor hereby grants to Grantee, its successors, assigns, contractors, and sub-contractors, a non-exclusive temporary construction easement through, over, under and across the City Ditch R-O-W for the installation of a Bike Trail Crossing pursuant to the License Agreement (the "Project"), attached as Attachment 1.
2. Term of Easement. The Project will begin no sooner than November 2, 2014 and will be completed no later than December 31, 2014. Completion of the Project will be deemed to have occurred upon inspection and approval of the Project by Grantor, and this Temporary Easement will be deemed to have terminated upon such completion.
3. Access. Grantee shall have the temporary non-exclusive right to enter the City Ditch R-O-W for any reasonable purpose necessary or prudent for the construction of the Project subject to the following restrictions: 1) Normal working hours shall be consistent with CDOT construction hours, Monday through Friday; and 2) the operation of the equipment and heavy trucks will be permitted on the Englewood City Ditch R-O-W only during normal working hours.
4. Restoration. Upon completion of the Project, Grantee will perform such restoration and regarding as is necessary or prudent to restore the surface of the City Ditch R-O-W to its original condition.
5. Liability. Grantee hereby acknowledges that it understands that there is water flow in the City Ditch from April 1 to November 1 of each year, and Grantee will assume liability for any damage to adjoining property caused by water flow from the City Ditch or Pipeline at the point where the work is to be performed.
6. Insurance. South Suburban Park and Recreation District is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. The South Suburban Park and Recreation District shall show proof of such insurance satisfactory to the City,



LICENSE AGREEMENT FOR A CITY DITCH CROSSING  
OF THE "BIG DRY CREEK TRAIL CONNECTION"  
BIKE TRAIL

THIS LICENSE AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF ENGLEWOOD, a municipal corporation of Colorado, whose address is 1000 Englewood Parkway, Englewood, CO. 80110 hereinafter referred to as "City", and SOUTH SUBURBAN PARK AND RECREATION DISTRICT, whose address is 6631 South University Boulevard, Centennial, CO. 80121, hereinafter referred to as "Licensee."

WITNESSETH

The City, without any warranty of its title or interest whatsoever, hereby authorizes Licensee, its successor or assigns, to install a Bike Trail crossing over the City's Right-of-Way for the City Ditch, in the County of Arapahoe, State of Colorado, described as a parcel of land situated in the:

South East ¼ of Section 9, Township 5 South, Range 68 West, of the 6<sup>th</sup> P.M., City of Englewood, County of Arapahoe, State of Colorado. Being more particularly described in the attached hereto Exhibit A.

The above-described parcel contains 0.093 acres (4,052 square feet) more or less.

1. Any construction contemplated or performed under this License shall comply with and conform to reasonable standards formulated by the Director of Utilities of the City; and such construction shall be performed and completed in substantial conformance with the approved plans, consisting of two sheets, a copy of which is attached as (Exhibit B), and made a part hereof.
2. Licensee shall notify the City's Director of Utilities at least three (3) days prior to the time of commencement of the construction of, or any repairs made to, Licensee's Bike Trail Crossing so that the City may, in its discretion, inspect such operations.
3. Within sixty (60) days from the date of the commencement of construction of said Bike Trail Crossing, the Licensee shall complete such construction, and shall clear the crossing area of all construction debris and restore the area to its previous condition as nearly as may be reasonable. In the event the clearing and restoration of the crossing area is not completed within the time specified, City may complete the work at the sole expense of Licensee. Construction shall be deemed completed upon written acceptance by the Englewood Director of Utilities.

4. City shall have the right to maintain, install, repair, remove or relocate the City Ditch or any other of its facilities or installations within City's Right-of-Way at any time and in such manner as City deems necessary or convenient. City reserves the exclusive right to control all easements and installations. In the event the Bike Trail Crossing should interfere with any future use of the City City Ditch Right-of-Way by the City, the Licensee shall, upon request and at its sole expense, relocate, rearrange, or remove its installations so as not to interfere with any such use.
5. Any repair or replacement of any City installation made necessary, in the opinion of the City's Director of Utilities because of the construction of the Bike Trail Crossing or other appurtenant installation thereof shall be made at the sole expense of the Licensee.
6. The stipulations and conditions of this License shall be incorporated into contract documents with any third party contractors.
7. The rights and privileges granted in this License shall be subject to prior agreements, licenses and/or grants, recorded or unrecorded, and it shall be Licensee's sole responsibility to determine the existence of said documents or conflicting uses or installations.
8. Licensee shall contact and fully cooperate with City's personnel, and the construction shall be completed without interference with any lawful, usual or ordinary flow of water through the City ditch. Licensee shall assume all risks incident to the possible presence of such waters, or of storm waters, or of surface waters in the City Ditch
9. All trenches or holes within City Ditch Right-of-Way shall be backfilled and tamped to the original ground line consistent with the City's construction standards.
10. As between the City and Licensee, Licensee by acceptance of this License, expressly assumes full and strict liability for any and all damages of every nature to person or property caused by water from the ditch leaking though the ditch banks or pipeline at the point or points where the Licensee performs any work in connection with the crossing provided by this Licensee. The Licensee assumes all responsibility for maintenance of the installation.
11. It is expressly agreed that in case of Licensee's breach of any of the within promises, City may, at its option, have specific performance thereof, or sue for damages resulting from such breach.
12. Insurance. South Suburban Park and Recreation District is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. The South Suburban Park and Recreation District shall show proof of such insurance satisfactory to the City, if requested by the City.

The South Suburban Park and Recreation District shall require each Agreement with their Consultant and Contractor that are providing Goods or Services hereunder, to include the insurance requirements necessary to meet Consultant or Contractor liabilities under the GIA.

13. As consideration for this License, Licensee shall pay for all costs for construction of this Bike Trail Crossing, including enclosing the City Ditch in-pipe in this area consistent with the drawings attached as Exhibit B.
14. Licensee assumes all responsibility for maintenance of the Bike Trail Crossing in accordance with the standards and practices of South Suburban Parks and Recreation District and consistent with other South Suburban Parks and Recreation District facilities including:
  - a. Removal of litter and debris from the Bike Trail;
  - b. Managing vegetation along the Bike Trail, including mowing of Bike Trail shoulders, trimming of hazardous limbs from trees, maintenance of irrigation systems and removal of noxious weeds along the Bike Trail using a method approved for use near drinking water source;
  - c. Maintaining Bike Trail surfaces, signage, rest areas, furnishings, and trash receptacles;
  - d. Removal or painting over graffiti;
  - e. Repairing structural damage to Bike Trail surfaces, retaining walls, and fences; and
  - f. Use reasonable measures to control vandalism and dumping along the Bike Trail.
15. South Suburban Park and Recreation District is hereby acknowledges that the Trail is incidental to the priority use of the City Ditch and agrees that should there be a conflict between the priority use of the City Ditch and South Suburban Park and Recreation District's recreational use, the safety and continuation of the City's use shall control.

In granting the above authorization, City reserves the right to make full use of the property involved as may be necessary or convenient in the operation of the water works plant and system under control of City.

IN WITNESS WHEREOF this instrument has been executed as of the day and year first



## EXHIBIT "A"

## LEGAL DESCRIPTION

A TRAIL EASEMENT OVER AND ACROSS A PORTION OF THE ENGLEWOOD CITY DITCH LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6<sup>th</sup> PRINCIPAL MERIDIAN; CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, HAVING AN ASSUMED BEARING OF NORTH 00°05'41" EAST.

COMMENCING AT THE SOUTH QUARTER OF SAID SECTION 9;

THENCE NORTH 03°37'06" EAST A DISTANCE OF 743.96 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE ENGLEWOOD CITY DITCH, ALSO BEING THE POINT OF BEGINNING;

THENCE THE FOLLOWING SIX (6) COURSES;

1. NORTH 13°10'20" EAST, A DISTANCE OF 56.54 FEET;
2. NORTH 25°12'18" EAST, A DISTANCE OF 41.45 FEET;
3. NORTH 26°08'43" EAST, A DISTANCE OF 3.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 16.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 65°02'04" WEST;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°14'38", AN ARC LENGTH OF 19.89 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET;
5. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°37'11", AN ARC LENGTH OF 34.57 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE EASTERLY HAVING A RADIUS OF 62.00 FEET;
6. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°13'41", AN ARC LENGTH OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID ENGLEWOOD CITY DITCH;

THENCE NORTH 27°44'02" EAST, ALONG SAID NORTHERLY RIGHT-O-WAY, A DISTANCE OF 79.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 45.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 62°15'36" WEST;

THENCE THE FOLLOWING FIVE (5) COURSES;

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°56'19", AN ARC LENGTH OF 47.86 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 174.00 FEET;
2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°30'10", AN ARC LENGTH OF 28.86 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE EASTERLY HAVING A RADIUS OF 42.00 FEET;

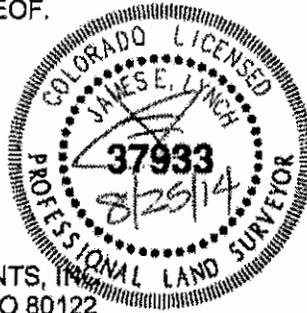
V:\54214-02 - City Ditch Easement\Legals\Trail Easement.docx

3. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°00'18", AN ARC LENGTH OF 23.46 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET;
4. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°57'26", AN ARC LENGTH OF 28.25 FEET;
5. SOUTH 62°15'58" EAST, A DISTANCE OF 13.75 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY OF ENGLEWOOD CITY DITCH;

THENCE SOUTH 27°44'02" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 132.43 FEET TO THE POINT OF BEGINNING.

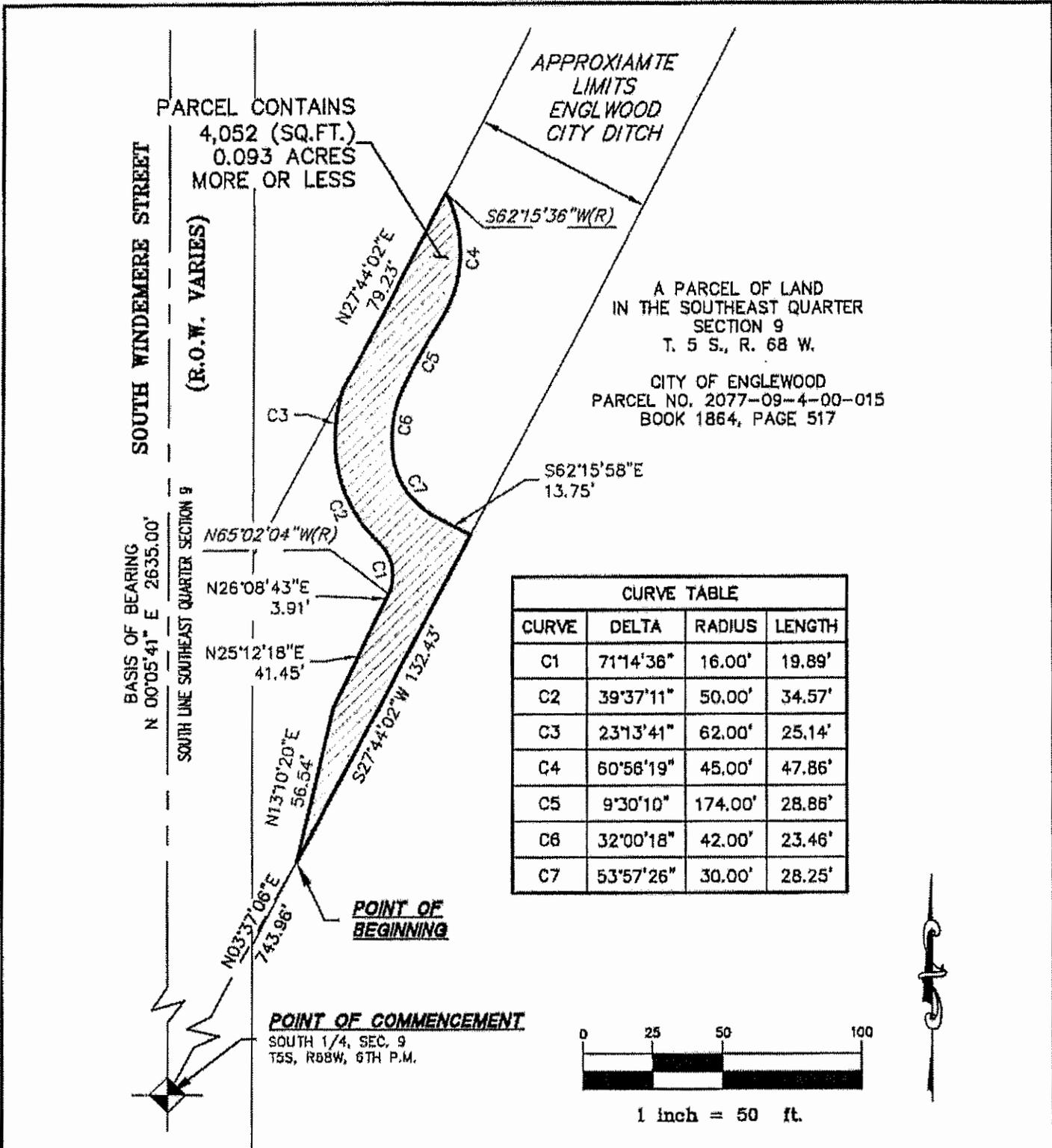
CONTAINING AN AREA OF 0.093 ACRES, (4,052 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS NO. 37933  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122  
303-713-1898

# ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: W:\54214-02 - City Ditch Easement\Draw  
 DWG NAME: 54214-02 Ditch Easement.DWG  
 DWG: JEL CHK:  
 DATE: 8/25/14  
 SCALE: 1" = 50'



300 East Mineral Ave.  
 Suite 1  
 Littleton, Colorado 80122  
 Phone: (303)713-1898  
 Fax: (303)713-1897  
 www.aztecconsultants.com

**EASEMENT EXHIBIT**  
 SE 1/4, SEC. 9. T5S, R68W, 6TH P.M.  
 COUNTY OF ARAPAHOE, COLORADO

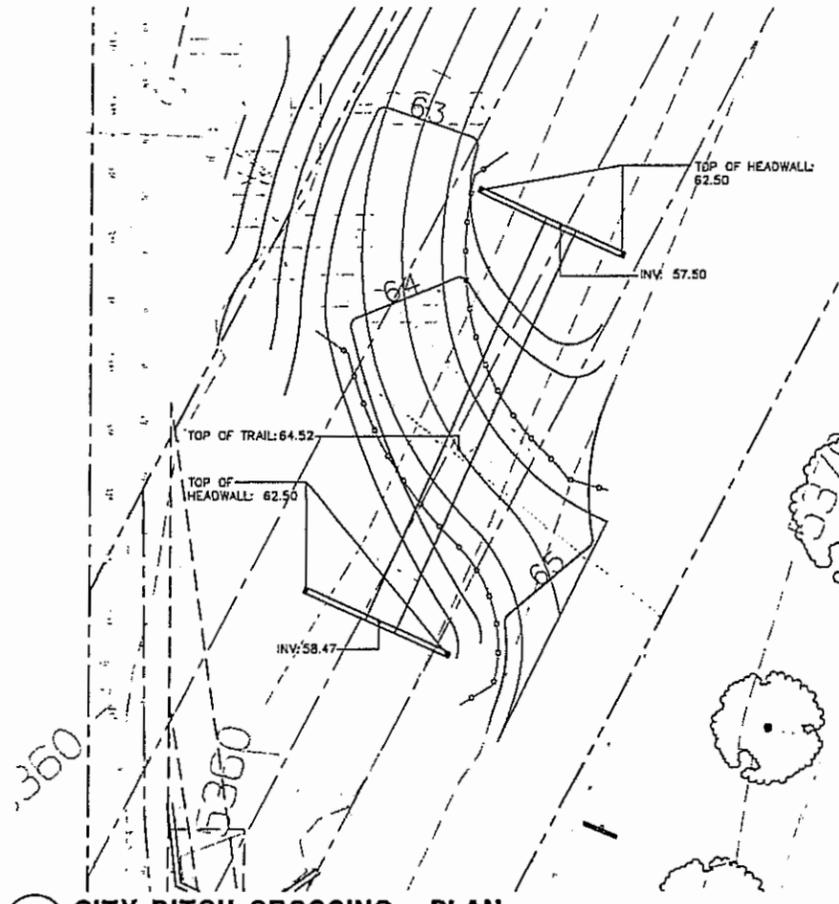


Know what's below.  
Call before you dig.

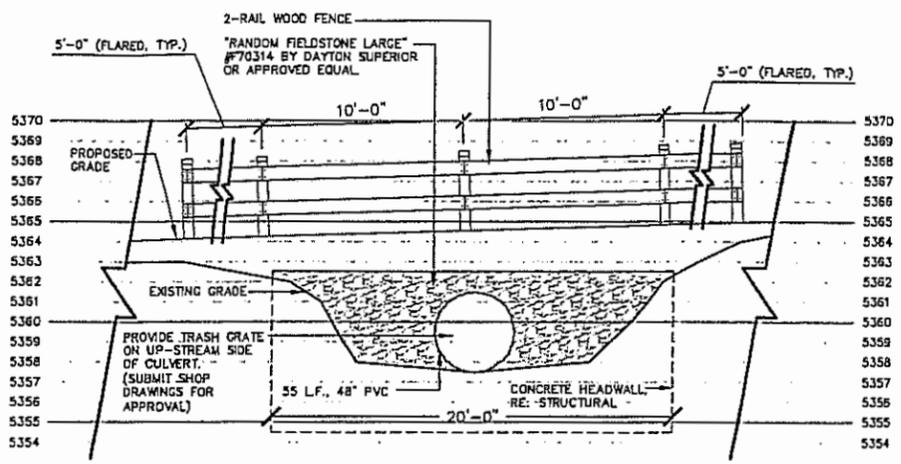
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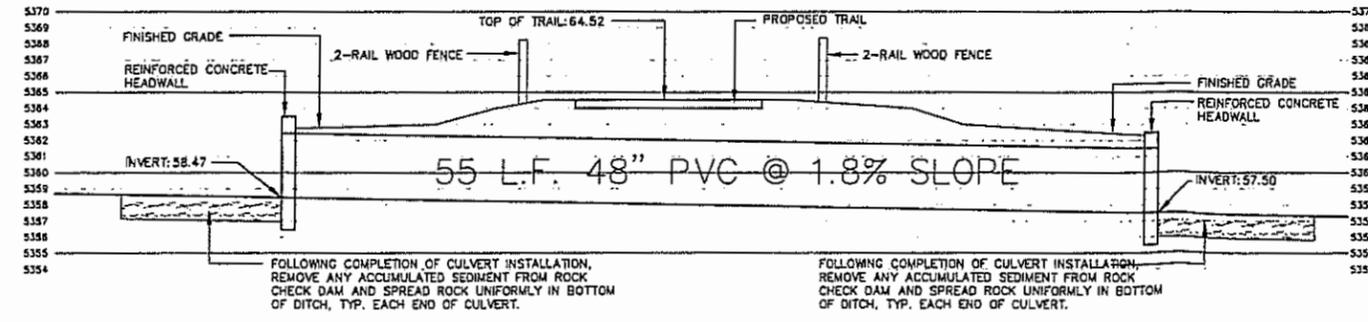


1 CITY DITCH CROSSING - PLAN  
SCALE: NTS

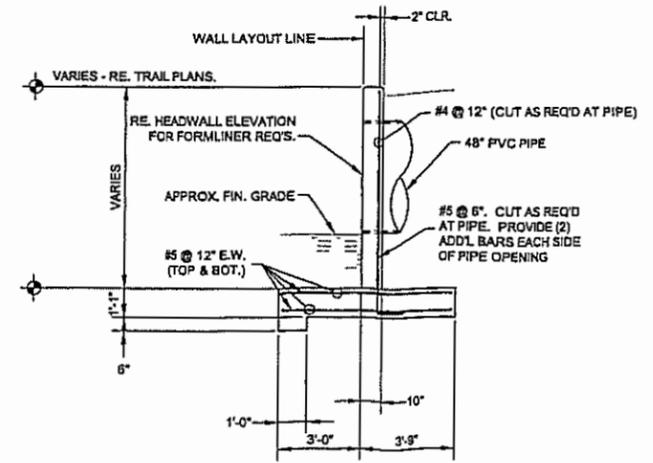


2 HEADWALL ELEVATION - TYPICAL  
SCALE: NTS

NOTE:  
PVC PIPE SHALL MEET THE REQUIREMENTS OF ASTM F794 (DUAL WALL CORRUGATED PIPE) OR ASTM F1803 (CLOSED PROFILE) WITH CELL CLASSIFICATION 12454, PIPE STIFFNESS = 46, SMOOTH INSIDE WALL AND GASKETED JOINTS.



3 CITY DITCH CROSSING - SECTION  
SCALE: NTS



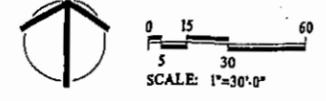
4 CONCRETE HEADWALL - TYPICAL  
SCALE: NTS

Big Dry Creek Trail Connection  
Englewood, Colorado

PROJECT NUMBER: 14107.00  
DATE: 05-23-14  
DESIGNED: BN  
DRAWN: KD  
CHECKED: BN

CONSTRUCTION DOCUMENTS  
SHEET TITLE: Trail Crossing Profile and Details  
SHEET NUMBER:

AREA 'B'  
San Engineering LLC  
TC1.1  
SHEET OF

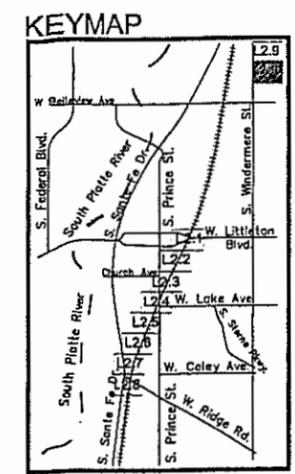
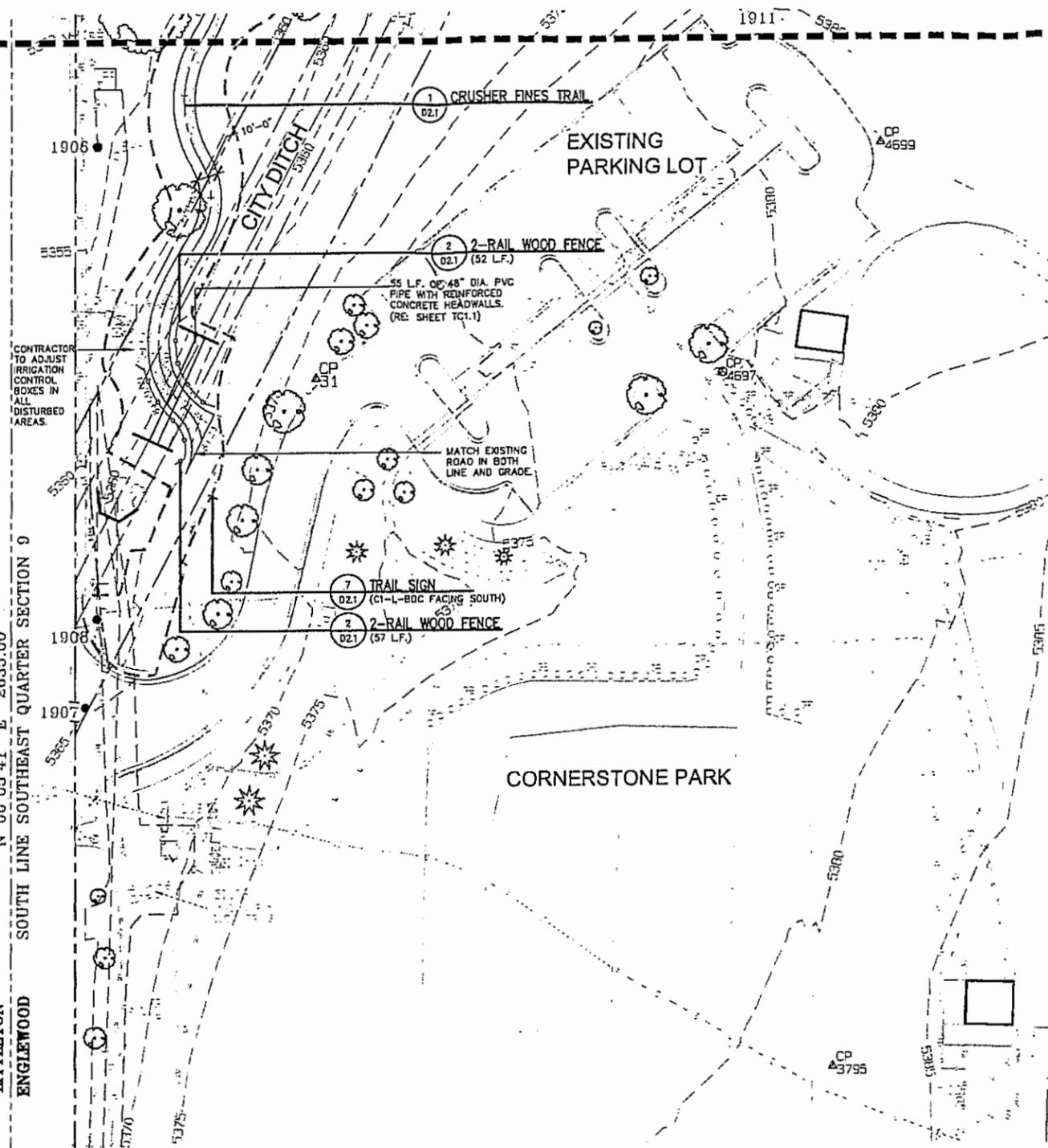


1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.  
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100. ALL DIMENSIONS SHALL BE TO SURFACE UNLESS OTHERWISE NOTED.



MATCHLINE - SEE SHEET L2.9

S. WINDERMERE STREET  
 LITTLETON N 00°05'41" E 2635.00'  
 ENGLEWOOD SOUTH LINE SOUTHEAST QUARTER SECTION 9



**LEGEND**

|     |                                       |
|-----|---------------------------------------|
| --- | LIMITS OF CONSTRUCTION                |
| --- | PROPERTY LINE                         |
| --- | EASEMENT LINE                         |
| --- | EXISTING MINOR CONTOUR                |
| --- | EXISTING MAJOR CONTOUR                |
| --- | FLOODWAY                              |
| --- | 100 YR FLOODPLAIN ZONE AE             |
| --- | 500 YR FLOODPLAIN ZONE X              |
| --- | EXISTING VEGETATION                   |
| --- | EXISTING DECIDUOUS TREE               |
| --- | EXISTING EVERGREEN TREE               |
| --- | EXISTING FIRE HYDRANT                 |
| --- | EXISTING LIGHT                        |
| --- | EXISTING MANHOLE                      |
| --- | EXISTING SIGN                         |
| --- | EXISTING FENCE                        |
| --- | EXISTING UNDERGROUND TELEPHONE LINE   |
| --- | EXISTING UNDERGROUND ELECTRIC LINE    |
| --- | STORM SEWER                           |
| --- | PROPOSED 10' WIDE CRUSHER FINES TRAIL |
| --- | PROPOSED 10' WIDE CONCRETE TRAIL      |
| --- | PROPOSED TRAIL CENTER LINE            |

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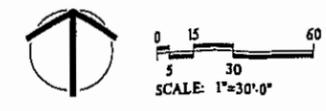
**DHM DESIGN**  
 900 S. Broadway  
 Suite 300  
 Denver, CO 80209  
 303.872.5544  
 www.dhmdesign.com

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**Big Dry Creek Trail Connection**  
 Englewood, Colorado

PROJECT NUMBER: 14107.00    DATE: 05-23-14  
 DESIGNER: BN  
 DRAFTER: KD  
 CHECKER: BN  
 REVISIONS:

JOB DESCRIPTION: Construction Documents  
 SHEET TITLE: Layout & Materials Plan  
 SHEET NUMBER: L2.10  
 SHEET OF: 01



AREA 'B'

## COUNCIL COMMUNICATION

|  |                                 |  |
|--|---------------------------------|--|
| <b>Date:</b><br>October 20, 2014                         | <b>Agenda Item:</b><br>11 a iii | <b>Subject:</b><br>An Ordinance Approving an Encroachment Agreement with Bannock Club, LLC for Upper Level Decks and Architectural Canopy Extending Over the Public Right-of-Way |
| <b>Initiated By:</b><br>Community Development Department |                                 | <b>Staff Source:</b><br>Chris Neubecker, Senior Planner  |

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

This item was discussed by City Council during the Study Session on October 13, 2014. This project will advance the City's goals to "Promote a balanced mix of housing opportunities serving the needs of all current and future Englewood citizens" and "Improve the quality of the city's existing housing stock," as identified in the Roadmap Englewood: 2003 Comprehensive Plan.

### RECOMMENDED ACTION

Staff recommends adoption of a Bill for an Ordinance authorizing an Encroachment Agreement for the construction of upper level balconies, canopy, extended hallway and wheelchair ramp on the new LIV Apartments, 201 Englewood Parkway.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Staff has been working with the developer of 201 Englewood Parkway for the past 10 months concerning the development of a new 30-unit apartment building with two ground floor live/work units. The site was previously owned by the Church of Scientology. The existing building will be demolished, and a new building constructed with most of the parking under the building. The Applicant, Bannock Club, LLC, has submitted plans for a building permit. Initial plan review comments have been provided, and revised plans have been resubmitted.

The project includes 24 balconies that project past the exterior wall (which is on the property line), over the public rights-of-way of S. Bannock Street, Englewood Parkway, and a public right-of-way to the west of the site. Also proposed is an architectural canopy on the south and east side of the building, which adds visual interest to the design and acts as a shelter to the exterior walkway below. An extended hallway on the east end of the building helps to break up the east façade, and provides more visual interest to the building. The wheelchair ramp on the southeast corner of the site is also within the right-of-way.

## **ANALYSIS**

Section 11-3-4 D of the Englewood Municipal Code states as follows:

*"All requests for encroachments into the public right-of-way where the encroachment is a structure which would create a permanent taking of City right-of-way and appeals from staff denial of an encroachment shall be made to the City Council."*

The proposed decks would extend 4' into the right-of-way, approximately 15' above the ground. The proposed canopy would project between 2' to 4' into the right-of-way, approximately 9'6" above the ground. The extended hallway would encroach by 2' into the right-of-way. The wheelchair ramp is also about 4' past the property line. The projections do not extend over public streets or sidewalks. The decks would be about 3' away from the public sidewalk, and 9' away from the curb.

The decks and canopy are important to provide visual interest to the building, but also provide significant useful functions. The decks provide outdoor space for residents to obtain fresh air and enjoy the outdoors. The canopy helps to provide both shade and protection from rain and snow on the walkway below. The extended hallway helps break up the east façade of the building. The wheelchair ramp helps provide the required access per the Americans with Disabilities Act.

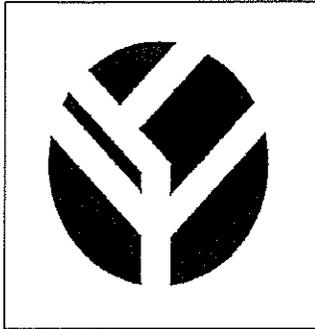
If the encroachment agreement is not approved, the Applicant will likely need to redesign the building. The decks are an important part of the design for the market rate tenants and add significant value to the property. Without the decks, this higher-end apartment design may not be financially feasible, according to the applicant.

## **FINANCIAL IMPACT**

There should be a positive financial impact on the City through additional collection of Use Tax and Property Tax from this development. Furthermore, this new development could be an important catalyst for the revitalization of the downtown area, and should lead to additional interest in the development of housing and commercial investment in the community.

## **LIST OF ATTACHMENTS**

Encroachment Permit – Legal Description  
Bill for an Ordinance



City of Englewood  
 Community Development Department  
 1000 Englewood Parkway  
 Englewood, CO 80110  
 303-762-2342  
 englewoodgov.org

**APPLICATION FORM**

APPLICATION FOR: Encroachment Permit  
 (Attach Checklist and all required documents - Incomplete applications will not be accepted.)

PROPERTY ADDRESS: 201 Englewood Parkway (aka 33855. Bannock St.)

LEGAL DESCRIPTION: (Provide at least one of the following)

LOT 3 AND THE NORTH 37 1/2 FEET OF LOT 4, BLOCK 1, FLOOD'S ADDITION TO ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO.

APN# 1971 - 34 - 3 - 19 - 03A

| APPLICANT   | PROPERTY OWNER          |
|---|-------------------------|
| Name: <u>Bannock Club, LLC</u>                    | Name: <u>same</u>       |
| Company: <u>c/o Hans Nielsen, Inc</u>             | Company: _____          |
| Address: <u>5353 W. Dartmouth</u><br><u>54508</u> | Address: _____          |
| <u>Denver, Colo 80227</u>                         | _____                   |
| Telephone Number: <u>303-980-9100</u>             | Telephone Number: _____ |
| Fax Number: <u>303-985-9697</u>                   | Fax Number: _____       |
| Email Address: _____                              | Email Address: _____    |
| By: <u>[Signature]</u>                            | _____                   |
| Signature   | Signature               |
| By: <u>Nanna Smith, Manager</u>                   | _____                   |
| Print Name  | Print Name              |

**Staff Use Only**

Date Received: \_\_\_\_\_ Zone District: \_\_\_\_\_  
 Received By: \_\_\_\_\_ Planner Assigned: \_\_\_\_\_  
 Fee Received: \$ \_\_\_\_\_ Case/Project No.: \_\_\_\_\_

Application Fees are Non-Refundable

BY AUTHORITY

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

COUNCIL BILL NO. 63  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE APPROVING AN ENCROACHMENT AND INDEMNITY AGREEMENT PERTAINING TO THE CONSTRUCTION OF UPPER LEVEL BALCONIES EXTENDING OVER THE PUBLIC RIGHT-OF-WAY, AN ARCHITECTURAL CANOPY EXTENDING OVER THE PUBLIC RIGHT-OF-WAY, A HALLWAY EXTENDED INTO THE PUBLIC RIGHT-OF-WAY, AND A WHEEL CHAIR RAMP EXTENDING INTO THE PUBLIC RIGHT-OF-WAY.

WHEREAS, Section 11-3-4 of the Englewood Municipal Code 2000 provides that an encroachment into public right-of-way may be granted upon compliance with certain terms and conditions and the issuance of an encroachment permit and indemnity agreement by the City; and

WHEREAS, the property owner "Bannock Club, LLC" of 201 Englewood Parkway wishes to construct a 30 unit apartment building with two ground floor live/work units; and

WHEREAS, the property owner was notified that the construction was in violation of the Englewood Municipal Code because it encroached into the Public Right-of-Way in several areas, and that an encroachment permit would need to be obtained; and

WHEREAS, the City of Englewood received an application for an encroachment permit from the Owner of 201 Englewood Parkway for the construction of a 30 unit apartment building for:

- Twenty-four (24) Upper level balconies extending 4 feet into the Public Right-of-Way on 3 sides of the proposed building; and
- An architectural canopy extending 4.5 feet over and 114.8 feet along the Public Right-of-Way; and
- A wheel chair ramp extending 4 feet into the Public Right-of-Way; and
- An extended hallway (bump out) extending 2.3 feet into the Public Right-of-Way; and

WHEREAS, approval of this Ordinance will authorize an "Encroachment Permit and Indemnity Agreement" formally recognizing the dimensions of the encroachment;

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

Section 1 The “Encroachment Permit and Indemnity Agreement” attached hereto as “Exhibit A” is hereby accepted and approved by the City Council of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 20th of October

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 24<sup>th</sup> of October

Published as a Bill for an Ordinance on the City’s official website beginning on the 22<sup>nd</sup> 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 20<sup>th</sup> day of October, 2014.

---

Loucrishia A. Ellis

**ENCROACHMENT PERMIT AND INDEMNITY AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Englewood, Colorado, a municipal corporation, and Bannock Club L.L.C., a Colorado limited liability company, whose address is 5353 West Dartmouth Avenue - #508, Denver, CO. 80227, as the owner(s) of a certain parcel of real property legally described as:

Lot 3 & N 37.5 Ft  
of Lot 4 Blk 1 Floods Add  
County of Arapahoe  
State of Colorado

Commonly known as: 201 Englewood Parkway .

The City of Englewood, Colorado, pursuant to 11-3-4 EMC, hereby grants to Bannock Club L.L.C. at the above described location, permission to: encroach upon the City’s property for the sole purpose of constructing the building at 201 Englewood Parkway, as shown on the attached drawings labeled as Attachment 1, specifically twenty-four (24) balconies over three public Right-of-Ways, an awning, an extended hallway, and a wheel chair ramp attached as Attachment 1, with said encroachment consisting of approximately 1,073 square feet.

The property owners and its heirs and assigns understand and agree that:

1. It will construct no other permanent structure, nor any plantings which will interfere with the City’s full use and enjoyment of its property.
2. That this permission is a revocable license and is revocable at will and without cause by the City of Englewood, Colorado without hearing and without notice other than Notice of Revocation.
3. That the property Owner shall remove any structure including balconies, awnings, hallway, bump out and wheelchair ramps after receiving Notice of Revocation by personal service or certified mail.
4. That the property Owner is estopped to deny the right of the City of Englewood, Colorado, to revoke the Encroachment Permit or to deny the property rights of said City.
5. That the property Owner agrees to reimburse and indemnify the City of Englewood, Colorado, for all necessary expenses of whatever nature that may be incurred in revoking this Permit, removing the structure(s) or any other expense as a result of granting the Encroachment Permit.
6. That the property Owner shall maintain insurance coverage sufficient to satisfy any liability arising as a result of this Encroachment Permit and Indemnity Agreement, and the City of Englewood shall be held harmless from any and all liabilities arising from this action and proof of such continuing insurance shall be provided to the City’s Risk Management Division on an annual basis.

7. That the property owner shall pay all reasonable expenses of preparing and recording this Agreement.
8. That this agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assigns, and successors of the respective parties.

The party signing for Bannock Club LLC affirms that he/she has full authority to sign and bind the property Owner by this Agreement.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

**CITY OF ENGLEWOOD**  
a municipal corporation

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

ATTEST:

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

**BANNOCK CLUB, LLC**  
Property Owner

By: \_\_\_\_\_  
Nanna Nielsen Smith, Manager

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF                    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 2014, by Nanna Nielsen Smith as Manager of the Bannock Club, LLC property owner of 201 Englewood Parkway, Englewood, Colorado 80110.

My Commission expires: 5/30/15

\_\_\_\_\_  
Notary Public

ARCHITECT

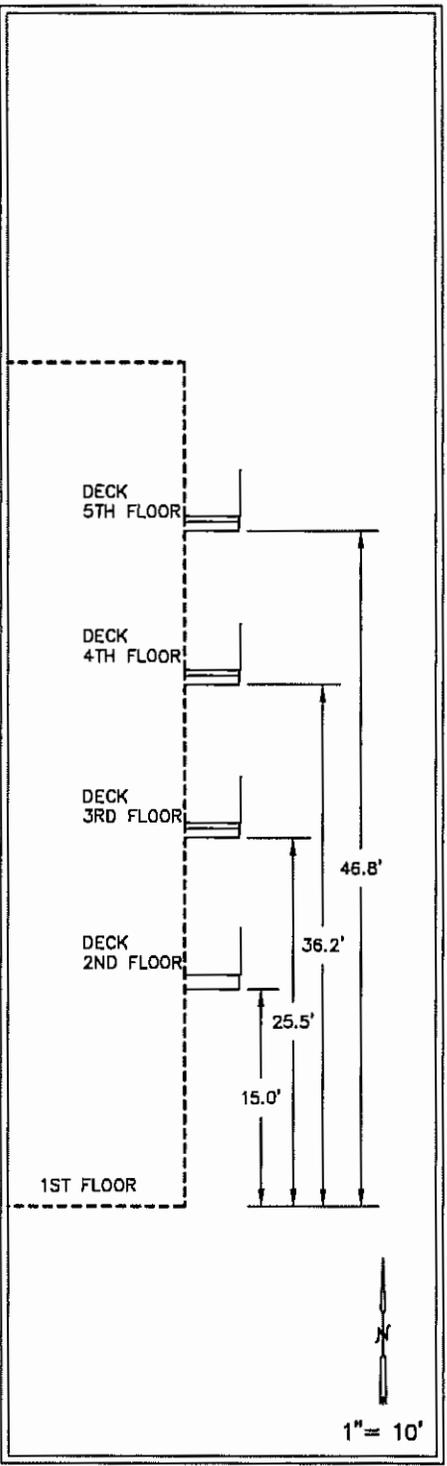
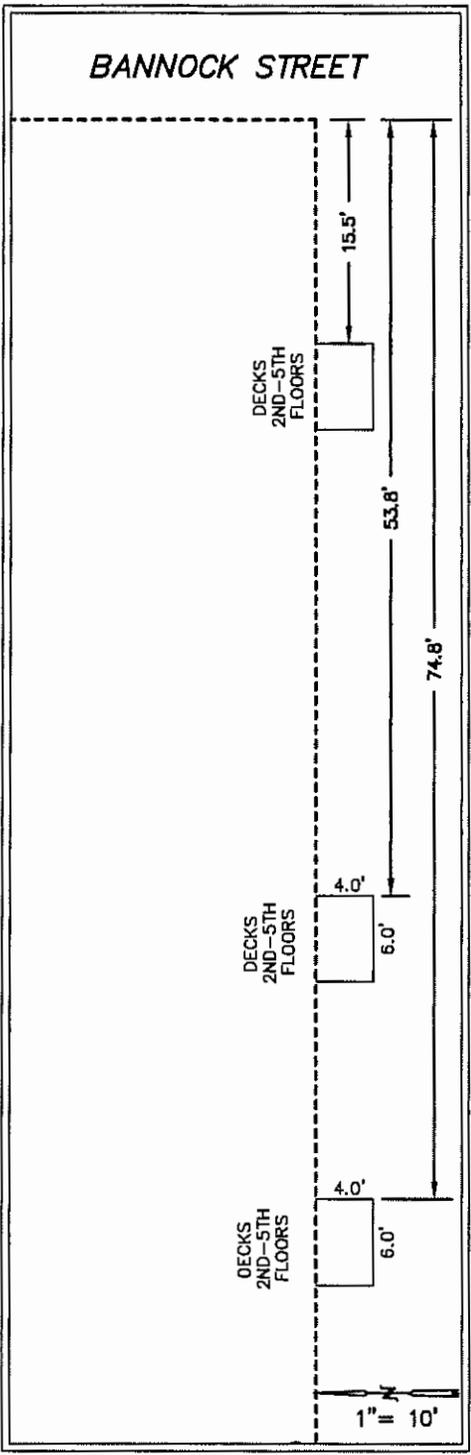
By: \_\_\_\_\_  
Joe Simmons, Architect  
Bluesky Studio

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF                    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 2014,  
by Joe Simmons as the Architect of the Bannock Club, LLC property owner of 201  
Englewood Parkway, Englewood, Colorado 80110.

My Commission expires: 5/30/15 \_\_\_\_\_  
Notary Public

# EXHIBIT SOUTH



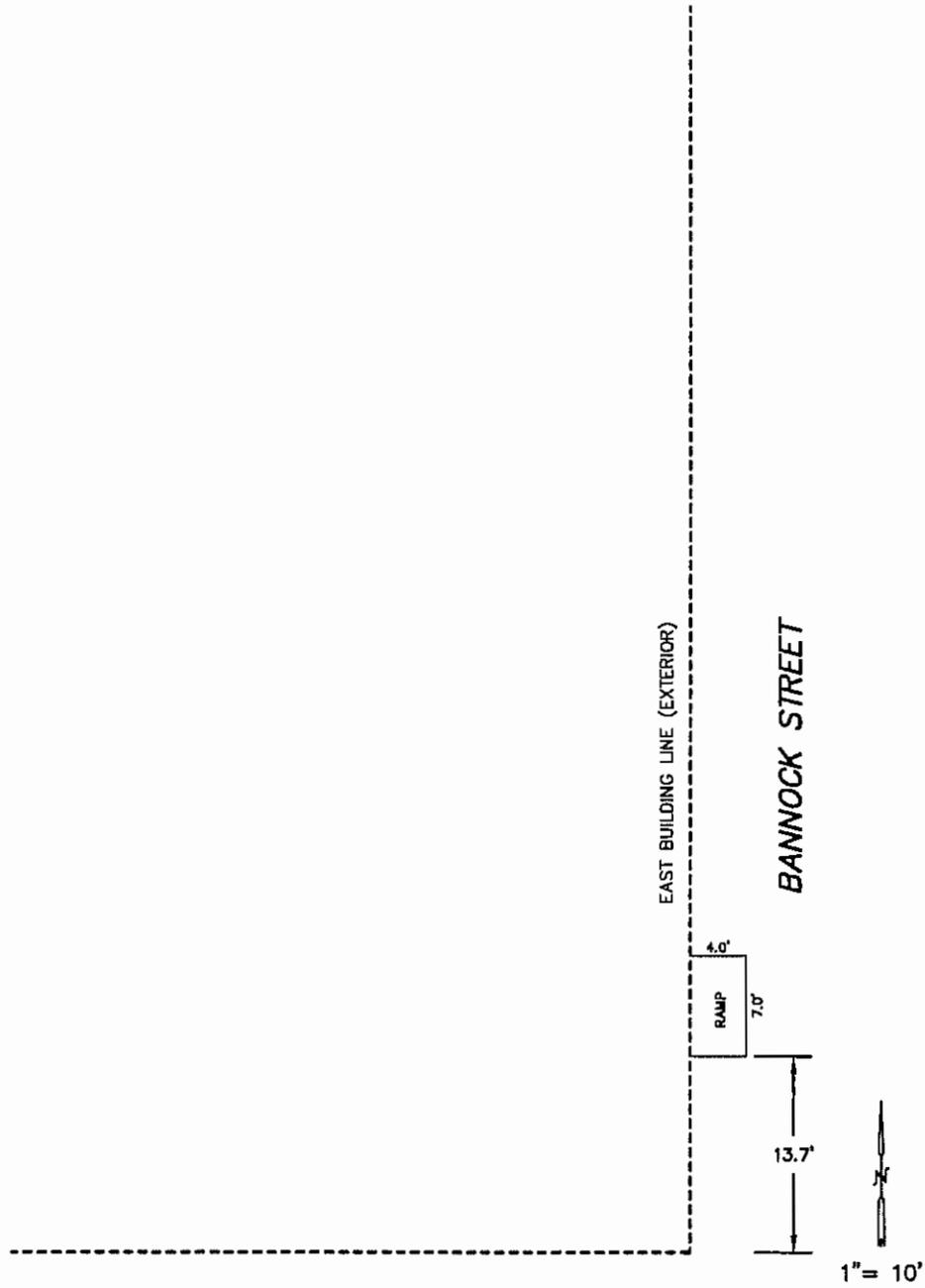
**DECKS DESCRIPTION:**

4' x 6' DECKS (2ND TO 5TH FLOOR) EXTENDING 4 FEET SOUTH OF THE EXISTING BUILDING BEING 15.5 FEET, 53.8 FEET & 74.8 FEET WEST OF THE SOUTHEAST CORNER OF THE EXISTING BUILDING.

GORDON S. PAGE III  
PLS 29048  
KURT LINN & ASSOCIATES JOB # 1410-04

ALL FEATURES AND ELEVATIONS WERE PLACED AND OR SCALED PER PROVIDED ARCHITECTURAL PLANS (PDF) PROVIDED.

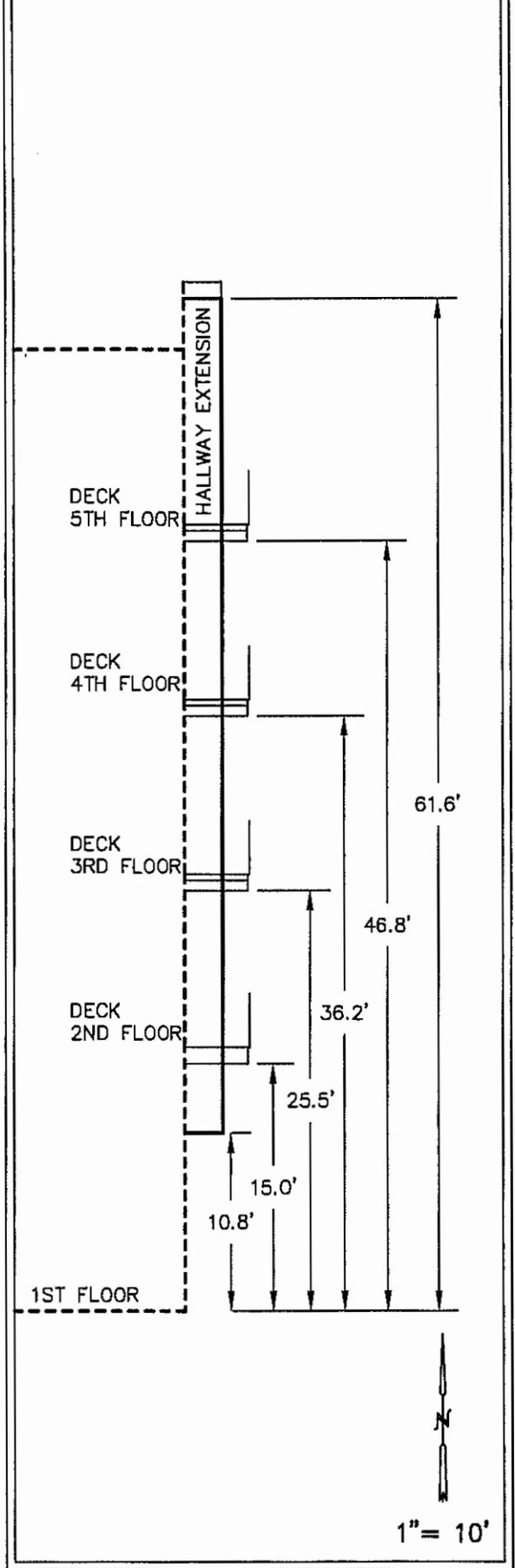
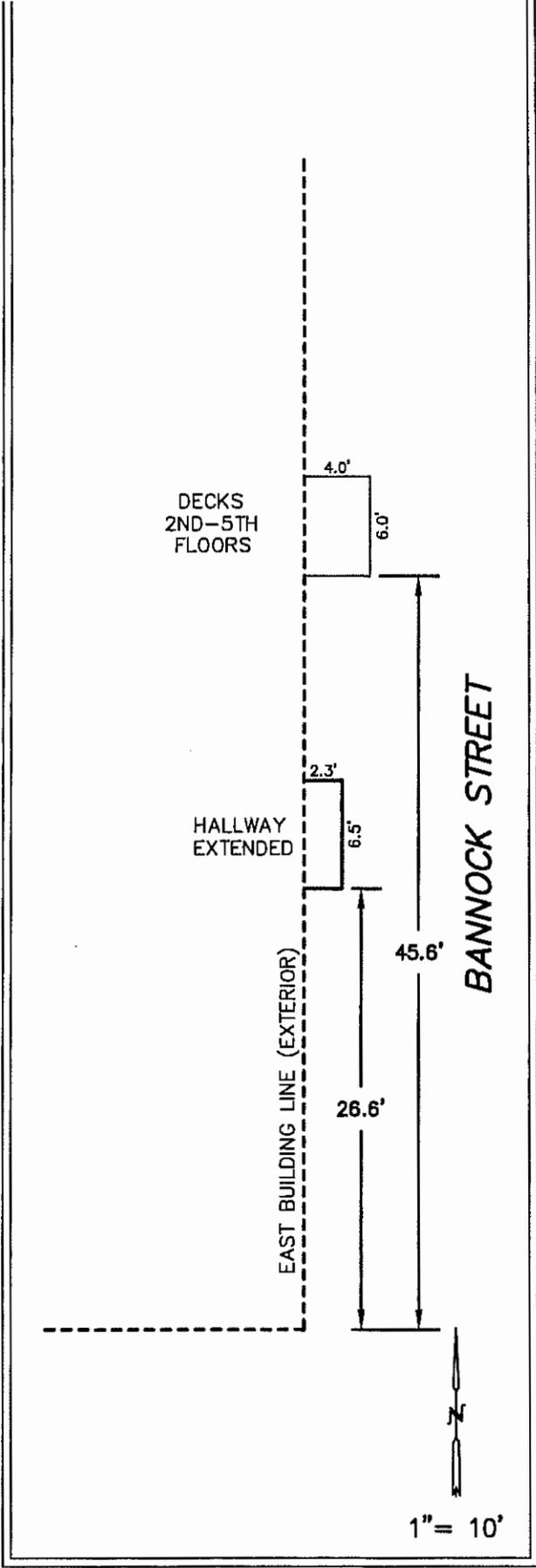
# EXHIBIT RAMP



## RAMP DESCRIPTION:

4' x 7' RAMP EXTENDING 4 FEET EAST OF THE EXISTING BUILDING  
BEING 13.7 FEET NORTH OF THE SOUTHEAST CORNER OF THE EXISTING BUILDING.

GORDON S. PAGE III  
PLS 29048  
KURT LINN & ASSOCIATES JOB # 1410-04



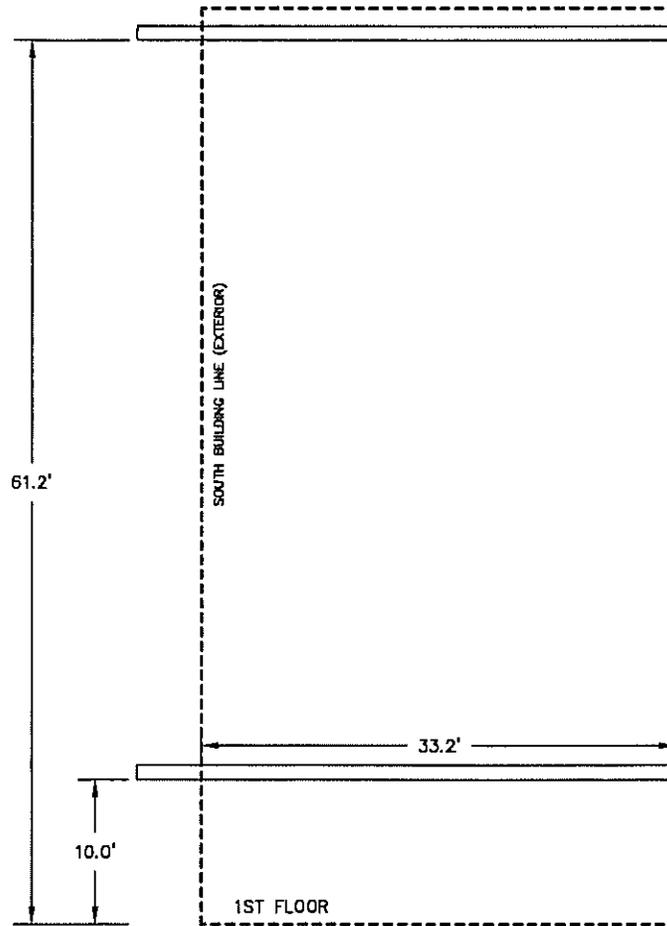
**DECKS DESCRIPTION:**

4' x 6' DECKS (2ND TO 5TH FLOOR) EXTENDING 4 FEET EAST OF THE EXISTING BUILDING BEING 45.6 FEET NORTH OF THE SOUTHEAST CORNER OF THE EXISTING BUILDING.

**HALLWAY EXTENSION DESCRIPTION:**

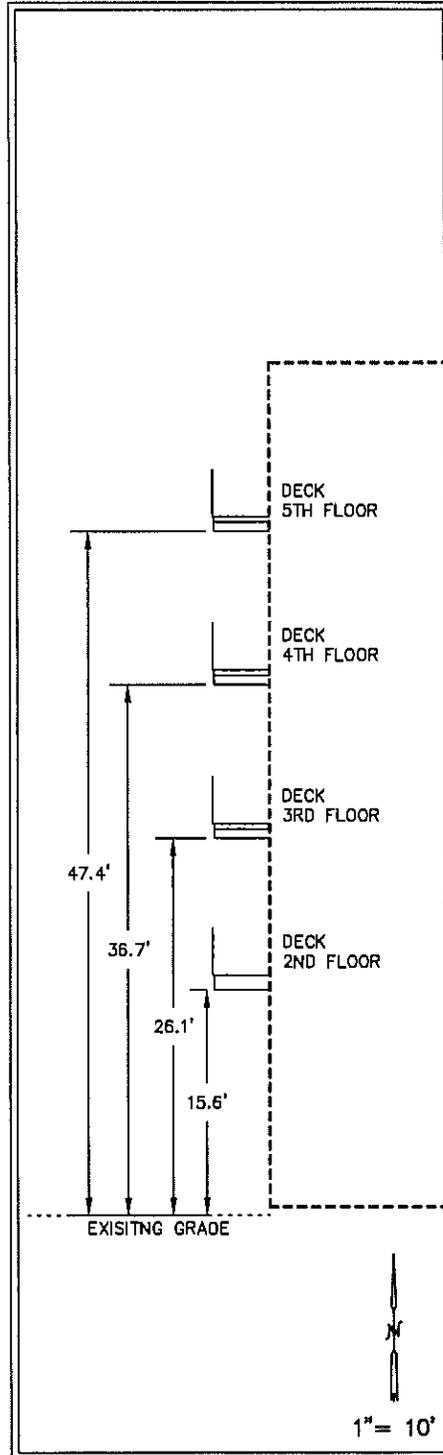
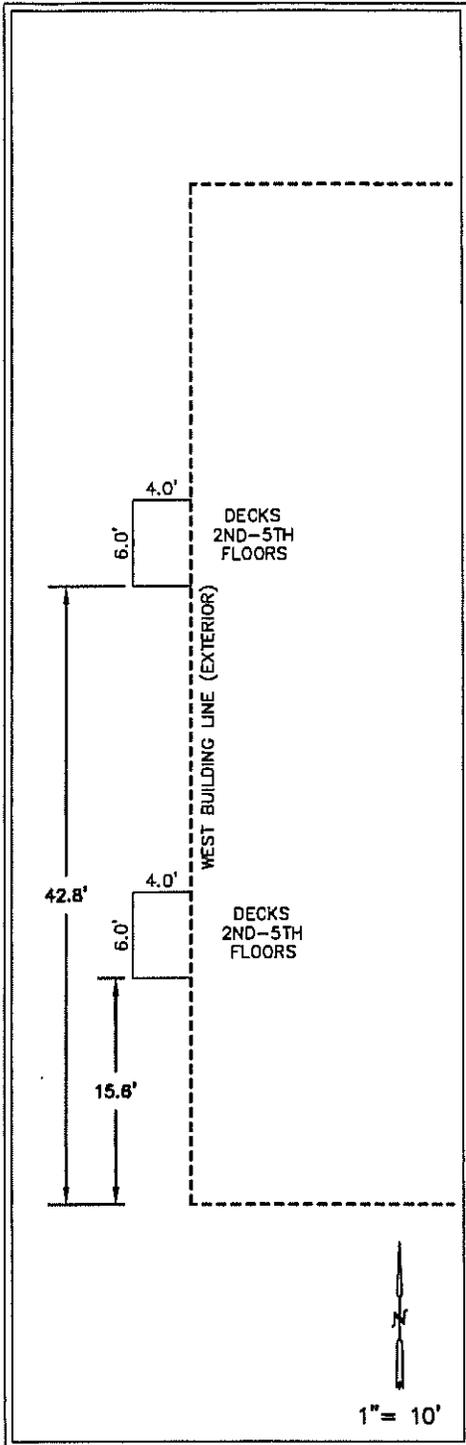
A 2.3' x 6.5' HALLWAY EXTENSION EXTENDING 2.3' EAST OF THE EXISTING BUILDING BEING 26.6' NORTH OF THE SOUTHEAST CORNER OF THE EXISTING BUILDING.

# EXHIBIT CANOPIES ELEVATIONS



1" = 10'

# EXHIBIT WEST



**DECKS DESCRIPTION:**

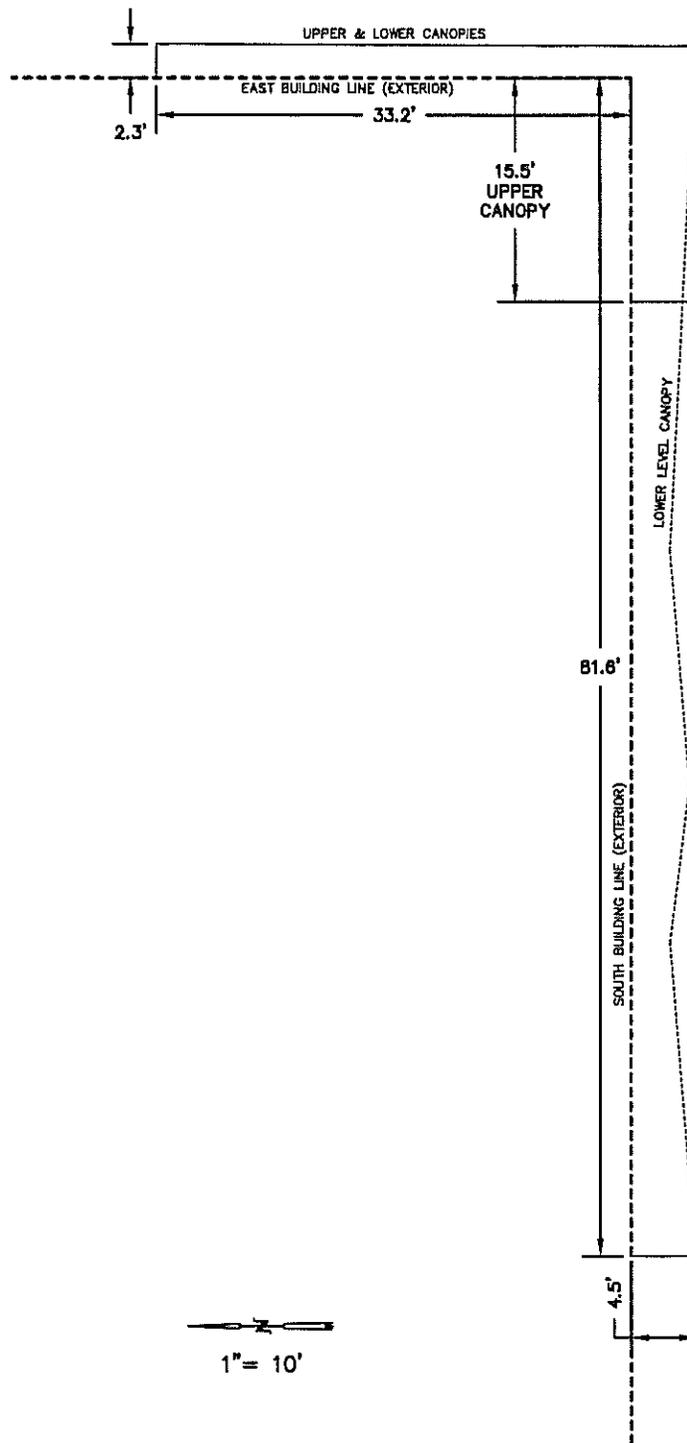
4' x 8' DECKS (2ND TO 5TH FLOOR) EXTENDING 4 FEET WEST OF THE EXISTING BUILDING BEING 15.8 FEET & 42.85 FEET NORTH OF THE SOUTHWEST CORNER OF THE EXISTING BUILDING.

GORDON S. PAGE III  
 PLS 29048  
 KURT LINN & ASSOCIATES JOB # 0901-03

ALL FEATURES AND ELEVATIONS WERE PLACED AND OR SCALED PER PROVIDED ARCHITECTURAL PLANS (PDF) PROVIDED.

# EXHIBIT CANOPIES

## BANNOCK STREET



### CANOPIES DESCRIPTION:

CANOPIES EXTENDING 2.3 FEET EAST AND 4.5 SOUTH OF THE EXISTING BUILDING BEING 33.2 FEET NORTH, 15.5 FEET SOUTH (UPPER CANOPY) & 81.6' (LOWER CANOPY FEET WEST OF THE SOUTHEAST CORNER OF THE EXISTING BUILDING.

GOROON S. PAGE III  
PLS 29048  
KURT LINN & ASSOCIATES JOB # 1410-04

ALL FEATURES AND ELEVATIONS WERE PLACED AND OR SCALED PER PROVIDED ARCHITECTURAL PLANS (PDF) PROVIDED.

## COUNCIL COMMUNICATION

|                                      |                                |   |
|--------------------------------------|--------------------------------|---|
| <b>Date:</b> October 20, 2014        | <b>Agenda Item:</b><br>11 a iv | <b>Subject:</b><br>Fire Dispatch Services Agreement |
| <b>Initiated By:</b> Fire Department |                                | <b>Staff Source:</b> Andrew Marsh, Fire Chief       |

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City supports cost-effective and innovative service delivery partnerships. At the Study Session on September 8, 2014, City Council directed that staff proceed as soon as possible with contracting fire dispatch services with the Metropolitan Area Communications Center Authority (MetCom).

### RECOMMENDED ACTION

Staff recommends City Council adopt a Bill for an Ordinance to approve a User Agreement by and between the Metropolitan Area Communications Center Authority (MetCom) and the City of Englewood regarding fire dispatch services.

### 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 fire dispatch communications currently handled by our police and fire communications center, options evaluated have included upgrading our center with capital improvements and additional personnel to accommodate joining the regional fire computer aided dispatch (CAD) system or contracting fire dispatch services with another center that already has such capabilities. Due to the operational and financial efficiencies of joining a regional fire dispatch center that enhances service delivery and firefighter safety, City Council has decided to contract fire dispatch services with MetCom.

### FINANCIAL IMPACT

MetCom may commence services as early as December 1, 2014. MetCom has confirmed a monthly cost of \$17,304 that is based on the total annual fee quoted in the MetCom proposal for fire dispatch services dated March 20, 2014 (\$207,648 divided by 12). The total 2014 cost for one month of dispatch services by MetCom is \$17,304. Sufficient funds are anticipated in the Fire Department adopted budget to cover this amount during 2014. For jurisdictions that contract dispatch services, the Arapahoe County E-911 Authority Board funds \$25,000 of the annual expenses, so the net annual cost to our City for the contract with MetCom will be \$182,648 (\$207,648 minus \$25,000).

### LIST OF ATTACHMENTS

Proposed Bill for Ordinance

BY AUTHORITY

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

COUNCIL BILL NO. 64  
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 FIRE DISPATCH SERVICES.

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

WHEREAS, dispatch services for the City of Englewood's fire and emergency medical services is currently handled by Englewood Police and Fire Communications Center; and

WHEREAS, options evaluated have included upgrading our center with capital improvements and additional personnel to accommodate joining the regional fire computer aided dispatch (CAD) system or contracting fire dispatch services with another center that already has such capabilities; 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 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 owns and operates a center for emergency services dispatching and communications ("Dispatch Center"); and

WHEREAS, Article III, Section 3.2 of the MetCom Agreement allows MetCom to offer services to Public Agencies providing Fire or EMS Services in any area capable of being served by MetCom; 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 VI, Section 6.2 of the MetCom Agreement allows MetCom to enter into user agreements and agreements for specific services that are independent from the services provided generally to Members; and

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

WHEREAS, Englewood does not wish to become a Member of MetCom, but wishes to receive from MetCom specific communications and dispatching services, and MetCom wishes to approve this User Agreement and provide such specific services to Englewood, as contemplated by the MetCom Agreement; and

WHEREAS, due to operational and financial efficiencies of joining a regional fire dispatch center that enhances services delivery and firefighter safety, City Council has decided to enter into a User Agreement with MetCom fire dispatch.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the *Metropolitan Area Communications Center Authority User Agreement* attached hereto as "Exhibit 1".

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest said *Metropolitan Area Communications Center Authority User 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 20th day of October, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 24<sup>th</sup> day of October, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 22nd 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 20th day of October, 2014.

---

Loucrishia A. Ellis

**METROPOLITAN AREA COMMUNICATIONS  
CENTER AUTHORITY  
USER AGREEMENT**

THIS USER AGREEMENT ("User Agreement") is entered in to this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the METROPOLITAN AREA COMMUNICATIONS CENTER AUTHORITY ("MetCom") and the City of Englewood ("Englewood") (MetCom and Englewood being referred to collectively as "Parties" or singularly as "Party").

**RECITALS**

A. WHEREAS, MetCom was created by agreement dated June 9, 2007 and the Amended and Restated Intergovernmental Agreement dated October 5, 2010 ("MetCom Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein, between the Parker Fire Protection District and South Metro Fire Rescue, to provide emergency services communications, dispatching services, and technology support; and

B. 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

C. WHEREAS, MetCom owns and operates a center for emergency services dispatching and communications ("Dispatch Center"); and

D. WHEREAS, Article III, Section 3.2 of the MetCom Agreement allows MetCom to offer services to Public Agencies providing Fire or EMS Services in any area capable of being served by MetCom; and

E. 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

F. WHEREAS, Article VI, Section 6.2 of the MetCom Agreement allows MetCom to enter into user agreements and agreements for specific services that are independent from the services provided generally to Members; and

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

H. WHEREAS, Englewood does not wish to become a Member of MetCom, but wishes to receive from MetCom specific communications and dispatching services, and MetCom wishes to approve this User Agreement and provide such specific services to Englewood, as contemplated by the MetCom Agreement;

### AGREEMENT

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

1. Term of the Agreement.

(a) Term. This User Agreement shall become effective December 1, 2014 ("Effective Date"). The initial term of this User Agreement shall be for three (3) year(s) ("Initial Term") from the Effective Date. Thereafter, this User Agreement may be renewed for one (1) subsequent three (3) year terms ("Subsequent Term"), upon written notice of Englewood given to MetCom no fewer than twelve (12) months prior to the expiration of the Initial Term or Subsequent Term then in effect.

(b) Subject to Annual Appropriations. Any Initial Term and Subsequent Term is subject to annual appropriation by Englewood of the payments required herein. If MetCom is determined to be subject to, but not be an enterprise pursuant to Article X, Section 20 of the Colorado Constitution, continuation of this User Agreement shall also be subject to annual appropriation by MetCom of sufficient funds to carry out its obligations hereunder. Notwithstanding the foregoing, Englewood and MetCom agree that any preliminary budget presented to their governing bodies for consideration shall include sufficient funds and appropriations to carry out the terms, duties and obligations contained herein for the subsequent fiscal year.

(c) Termination. Notwithstanding anything in this User Agreement to the contrary, the Parties may terminate this User Agreement prior to the expiration of the Initial Term or any Subsequent Term by mutual, written agreement.

2. Incorporation of MetCom Agreement. Englewood agrees to abide by the MetCom Agreement and that this User Agreement is governed by all provisions of the MetCom Agreement applicable to a User Agreement.

(a) Definitions. Terms used in this User Agreement that are defined in the MetCom Agreement shall have the meanings assigned by the MetCom Agreement.

(b) Incorporation of Terms. The terms, conditions, rights and obligations of the MetCom Agreement are incorporated into this User Agreement in full, unless specifically provided or the context of this User Agreement provides otherwise. Reference in this User Agreement to specific provisions of the MetCom Agreement shall

not indicate the failure to incorporate provisions of the MetCom Agreement not specifically mentioned.

(c) Amendment of MetCom Agreement. During the Initial Term or any Subsequent Term of this User Agreement, Englewood agrees to be bound by amendments to the MetCom Agreement that do not adversely alter the terms regarding termination or payment, or the services provided by this User Agreement. An amendment will be deemed to be adverse to Englewood if it increases the period of notice required of Englewood for termination, decreases the period of notice required for renewal, changes the method of calculating Englewood's payments for services, increases the frequency of payments, or decreases the scope of or performance standards applicable to the services required herein, unless agreed to in writing by Englewood. Any Subsequent Terms shall be subject to the terms of the MetCom Agreement, as amended from time to time, in effect upon the expiration of the immediately preceding Initial Term or Subsequent Term.

3. User Status. As of the Effective Date, Englewood shall be provided user services by MetCom pursuant to Section 6.2 of the MetCom Agreement. By entering into this User Agreement Englewood does not acquire status as a Member, nor is Englewood entitled to any of the rights or services associated with Member status, except that Englewood shall be permitted to attend and participate in meetings of MetCom's Board of Directors and operational discussions in an advisory role, but shall have no voting authority.

4. Scope of Services. The functions and services to be provided by MetCom to Englewood shall be those functions and services set forth in Exhibit B attached hereto and incorporated herein ("User Services").

(a) Dispatch Center. Primary emergency call handling and dispatch services shall be provided through the MetCom Dispatch Center located at 9195 East Mineral Avenue, Centennial, Colorado, unless otherwise determined by the MetCom Board of Directors.

(b) Performance Standards. In providing the User Services to Englewood, MetCom shall meet performance standards for providing User Services established by the Board and amended from time to time, including performance standards set forth in the MetCom bylaws, rules or regulations ("User Performance Standards"). MetCom shall also meet the minimum performance standards provided in Exhibit C attached hereto and incorporated herein ("Englewood Performance Standards"). In case of conflict between the User Performance Standards and Englewood Performance Standards, the Performance Standards that provide the highest level of service shall apply.

(c) Ownership of Records and Data. All records of MetCom related to Englewood, including electronically stored data, geographic information system ("GIS")

and computer aided dispatch ("CAD") data, and audio tapes shall be the property of MetCom, but available to Englewood. MetCom shall make copies of such records at the request and cost of Englewood, and shall not dispose of any such records without the written agreement of Englewood.

(d) Integration of User Communications Systems. Englewood shall integrate its communication systems with the communications system of MetCom as provided for in Section 3.4 of the MetCom Agreement for Members and as agreed to in Exhibit D attached hereto and incorporated herein, unless specifically agreed to in writing.

5. Payments.

(a) Amount. Englewood's payments to MetCom for User Services shall be \$51,912.00 per quarter.

(b) Due. MetCom shall provide Englewood with a written invoice for payment for User Services not later than 30 days following the expiration of the period being invoiced. Payment shall be due from Englewood to MetCom no later than 30 days following receipt by Englewood of a written invoice. An invoice shall be considered received 3 days following deposit in the United States Postal Service first class mail, or immediately upon transmittal by email.

(c) Late Payments. Any payment required under this User Agreement that is not paid when due shall accrue compound interest in the amount of one percent (1%) per month until paid.

6. Dispute Resolution. The parties agree to enter into third-party mediation prior to taking any other formal action to enforce the terms of this User Agreement. The mediator will be chosen by mutual agreement of the parties. The mediator must be neutral, knowledgeable in the area of dispute and live within 100 miles of the Dispatch Center.

7. Liability. Each party shall remain responsible for its own staffing and training and for any liability arising from its own actions and performances under this Agreement. Notwithstanding the foregoing, both parties 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, defenses and protections provided by the CGIA or otherwise available to the parties or their officers or employees.

8. Miscellaneous.

(a) Notices. Any formal notice, demand or request provided for in this User Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, by facsimile, or sent by registered or certified mail, postage prepaid

to the Parties at the addresses as set forth on each signature page attached hereto, unless another address is certified to the other Party.

(b) No Third Party Beneficiaries. Nothing in this User Agreement shall be deemed to create any third party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this User Agreement.

(c) Amendments. Any amendments to this User Agreement shall be in writing and executed with the same formality as this User Agreement.

(d) Severability. In the event that any of the terms, covenants or conditions of this User Agreement or the MetCom Agreement, or their application shall be held invalid as to any person, corporation or circumstance of any court having competent jurisdiction, the remainder of this User Agreement and the application in effect of its terms, covenants or conditions to such persons, corporations or circumstances shall not be affected thereby.

(e) Duplicate Originals. This User Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the Parties have caused this User Agreement to be executed as of the dates noted below.

METROPOLITAN AREA  
COMMUNICATIONS CENTER  
AUTHORITY

By: \_\_\_\_\_  
Executive Director

Date: 10/15/2014

ATTEST:

By: \_\_\_\_\_  
Secretary 10/15/14

CITY OF ENGLEWOOD

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

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

ATTEST:

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

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

**EXHIBIT A**  
**METCOM AGREEMENT**

**See Attached**

**METROPOLITAN AREA  
COMMUNICATIONS CENTER**

9195 East Mineral Avenue  
Centennial, CO 80112  
Phone: 720-258-8911  
Fax: 720-258-8730  
[www.metcom911.org](http://www.metcom911.org)

**Paul Smith, Director**

**AMENDED AND RESTATED  
INTERGOVERNMENTAL  
AGREEMENT  
ESTABLISHING  
THE  
METROPOLITAN AREA  
COMMUNICATIONS CENTER  
AUTHORITY  
(MetCom)**

This AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE METROPOLITAN AREA COMMUNICATIONS CENTER AUTHORITY (the "Amended Creation Agreement") is made and entered into this 5<sup>th</sup> day of October, 2010, by and among the following, all of whom shall constitute the Organizing Members of the Metropolitan Area Communications Center Authority ("MetCom"):

1. Parker Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado, organized pursuant to Article 1, Title 32, C.R.S. ("Parker Fire"); and
2. South Metro Fire Rescue, a quasi-municipal corporation and political subdivision of the State of Colorado, organized pursuant to Article 1, Title 32, C.R.S. ("SMFR").

#### RECITALS

- A. Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourage and authorize intergovernmental agreements.
- B. Section 29-1-203, C.R.S., authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate legal entity to do so.
- C. The Organizing Members are each lawfully authorized to establish, operate and provide an emergency services communications and dispatching center.
- D. The Organizing Members entered into that certain Intergovernmental Agreement Establishing the Metropolitan Area Communications Center Authority, dated June 12, 2007 (the "Creation Agreement").

The Organizing Members desire by this intergovernmental agreement to amend and restate the Creation Agreement for MetCom, which is initially comprised of the Organizing Members, and which provides emergency services communications, dispatching services, and technology support to the Organizing Members and such other Members as may join MetCom from time to time.

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

#### ARTICLE 1 - METCOM

- 1.1 Continuation of MetCom. The Parties hereby confirm the continuation of the separate legal entity known as the Metropolitan Area Communications Center

Authority which shall be a separate legal entity and shall have the duties, privileges, immunities, rights and responsibilities of a public body politic and corporate.

- 1.2 **Principal Place of Business.** The principal place of business of MetCom shall be established by the Board. Initially, the principal place of business of MetCom shall be 9195 East Mineral Avenue, Centennial, Colorado 80112.

## ARTICLE 2 - DEFINITIONS

As used in this Amended Creation Agreement, the following terms shall have the following meanings:

- 2.1 "APCO" means the Association of Public Safety Communications Officials.
- 2.2 "Annual Capital Replacement Reserve Fund Contribution" shall mean funds contributed to MetCom by each Member, at a level determined by the Board as sufficient to maintain a reasonable balance in MetCom's capital replacement reserve fund, and funded in the same manner as the Annual Operational Contribution.
- 2.3 "Annual Operational Contribution" shall mean funds contributed to MetCom by each Member, sufficient to fund MetCom's operational Budget on an annual basis, to be calculated in accordance with Section 7.4.1 of this Amended Creation Agreement.
- 2.4 "AVL" refers to automatic vehicle location technology.
- 2.5 "Board" refers to the Board of Directors of MetCom, as described in this Amended Creation Agreement.
- 2.6 "Budget" refers to the annual fiscal plan regarding anticipated revenues and expenditures of MetCom adopted annually by the Board.
- 2.7 "CAD" means computed-aided dispatch.
- 2.8 "Call" means an emergency or a non-emergency request for service received either by radio or telephone that generates a CAD event and a primary unit assignment by MetCom. MetCom will allocate each Call to the Member whose service and territory encompasses the area within which the Call originated and the service requested, regardless of which entity responds to the Call.
- 2.9 "Capital Contribution" shall mean funds contributed to MetCom by each Member to defray MetCom's costs incurred in purchasing equipment and other

technology infrastructure, and to establish an operational contingency reserve fund and a capital replacement reserve fund. It shall not mean operating expenses.

- 2.10 **"Cost Allocation Worksheet"** means a worksheet prepared and annually revised by the Board setting forth each Member's Annual Operational Contribution for the next immediately following calendar year.
- 2.11 **"Director"** means a member of the Board.
- 2.12 **"Executive Director"** means a person appointed by the Board of Directors to manage the operations of MetCom, as set forth in Section 6.1.
- 2.13 **"Fire or EMS Services"** means fire, ambulance and emergency medical and rescue services.
- 2.14 **"Fiscal Year"** refers to the fiscal year of MetCom, and shall be concurrent with the calendar year.
- 2.15 **"Majority"** means one (1) more than half of those eligible to vote.
- 2.16 **"MDTs"** refers to mobile data terminals.
- 2.17 **"Member"** means a Public Agency that is a party to this Amended Creation Agreement.
- 2.18 **"MetCom"** means the Metropolitan Area Communications Center Authority.
- 2.19 **"Organizing Members"** shall refer to the initial parties to this Amended Creation Agreement, which are Parker Fire and SMFR.
- 2.20 **"Private Agency"** refers to a non-governmental entity that provides Fire or EMS Services. Private Agencies may receive services from MetCom, but shall not be deemed Members of MetCom.
- 2.21 **"Public Agency"** refers to a department of federal or state government, a county, municipality, special district or similar local government that provides Fire or EMS Services.
- 2.22 **"Quorum"** means more than one-half of the number of Directors serving on the Board.
- 2.23 **"RMS"** means records management system.

## ARTICLE 3 - PURPOSE

- 3.1 **Purpose.** The purpose of MetCom is to form partnerships to increase communications and coordination between entities providing Fire or EMS Services at a regional level along the Front Range. MetCom's primary focus shall be to ensure the safety of the public, fire fighters, and EMS personnel in the areas that it serves. To accomplish this mission, MetCom will provide support in the areas of dispatch, communications, and information technology to Fire or EMS Services. The Board shall determine the specific types of services provided based on the needs and interests of the Members.
- 3.2 **Public Agencies.** MetCom shall offer services to Public Agencies providing Fire or EMS Services in any area capable of being served by the MetCom dispatching and communications center. Other Public Agencies may receive services from MetCom if approved by the Board.
- 3.3 **Authority Functions and Services.** The functions and services of MetCom are:
- 3.3.1 Acquisition, operation and maintenance of real and personal property, systems, equipment and other materials necessary to facilitate emergency reporting, dispatching of emergency services, emergency service communications and related services, including contracting for service with, or acquisition, operation and maintenance of an emergency services dispatching and communications center, and general technological support related to the operation of such center.
  - 3.3.2 Facilitate the purchase of equipment and other materials which are to be used by individual Members in connection with the communications and dispatching services provided by MetCom.
  - 3.3.3 Provide such other services or functions reasonably related to communications, dispatching and technological support services for emergency service providers, as may be authorized by law to the Members, and as determined by the Board to be in the best interests of the Members and persons residing within the service area boundaries of the Members, including but not limited to:
    - (a) Providing 24 x 7, 365 days per year emergency Call handing and dispatch services to all Members.
    - (b) Ensuring that all dispatchers meet the minimum training standards as established by MetCom's Executive Director, the

**National Academy of Emergency Medical Dispatch and APCO.**

- (c) **Ensuring the highest quality emergency communications and customer service through the utilization of a nationally recognized quality assurance program.**
- (d) **Providing public education for Member communities, including cooperation with Members and 911 authorities to provide youth 911 education, business-based 911 education, and public presentations on these and similar topics.**
- (e) **Providing management information reports to all Members consistent with reporting customarily provided to entities providing Fire or EMS Services. Any costs associated with requests for special information services and/or reports by a particular Member, will be borne by the requesting Member.**
- (f) **Providing geographic information system (GIS) support services for the maintenance of map data in each Member's service area including street centerlines and other dispatch related layers required for vehicle routing, unit response recommendations and dispatching.**
- (g) **Providing support to Members for all non-radio based wireless data communications such as MDTs and AVL devices.**
- (h) **Provide assistance with the integration of the Members' preplan data into CAD.**

**3.4 Integration of Member and MetCom communication systems. Equipment that either directly or indirectly communicates with MetCom must be approved in advance by MetCom to ensure that it is compatible with existing systems and infrastructure. This includes, but is not limited to, technology such as: RMS, station alerting, GIS and AVL systems, wireless modems and MDTs.**

- 3.4.1 Members must provide for any training required to enable personnel of MetCom to support Member-specific equipment and software that either directly or indirectly communicates with MetCom.**
- 3.4.2 Members will be responsible for any costs associated with implementing interfaces, network communication solutions or**

other such equipment on existing or future MetCom systems or infrastructure.

- 3.4.3 Other communications equipment, including but not limited to, apparatus radios, portable radios, cellular communications and network infrastructure which may be necessary for the Member's units to function within the regional dispatch system, but are not defined within this Amended Creation Agreement, are the sole responsibility of the Members. Purchase and maintenance of such equipment may be facilitated through the auspices of MetCom at the sole expense of the Member seeking the services of MetCom in this regard. Such costs will be invoiced independent of the Member's Annual Operational Contribution.
- 3.4.4 Costs associated with utility company circuits, connections and monthly services, which are used for station communications, station notification systems, RMS interfaces and other such communications, shall be borne by individual Members.
- 3.4.5 Members shall not, without the prior written consent of MetCom and the system hardware/software providers, copy or reproduce the hardware, software or firmware used within the system, in whole or in part. Furthermore, Members shall not make such items available to others without the same consent.
- 3.4.6 Members shall not, without prior written consent of MetCom add additional software to any MDTs.
- 3.4.7 MetCom agrees to integrate and maintain the Member's geographic data necessary for processing dispatches in a timely manner. Members agree to provide all geographic data information, including timely updates, to MetCom.

3.5 **Powers of MetCom.** To enable MetCom to carry out its functions and provide the services described hereinabove, MetCom shall have the following powers:

- 3.5.1 To acquire, construct, manage, maintain, or operate an emergency services communications and dispatching center on behalf of the Members.
- 3.5.2 To acquire, hold, lease (as Lessor or Lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property utilized for the purposes of reporting emergencies, dispatching emergency services, providing emergency

communications, and providing technological support or other related services

- 3.5.3 To conduct its business and affairs for the benefit of MetCom and the constituents it serves, including residents, property owners and visitors.
- 3.5.4 To enter into, make and perform contracts of every kind as authorized by law with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind.
- 3.5.5 To employ agents, including, but not limited to, engineers, attorneys, architects and consultants, and employees, and to adopt personnel policies, guidelines and regulations applicable to employees of MetCom.
- 3.5.6 To incur debts, liabilities, or obligations to the extent and in the manner permitted by law, and borrow money and, from time to time, to make, accept, endorse, execute, issue and deliver bonds, notes and other obligations of MetCom for monies borrowed, or in payment for property acquired, or for any of the other purposes, services or functions of MetCom; and as provided by law, and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon assignment of all or any part of the properties, rights, assets, contracts, easements, revenues and privileges of MetCom. MetCom shall have no authority or power to levy or collect taxes of any kind.
- 3.5.7 To own, operate and maintain real and personal property and facilities in common with others, and to conduct joint, partnership, cooperative or other operations with others, and to exercise all the powers granted herein in joint, partnership or cooperative efforts and operations with others.
- 3.5.8 To act as agent on behalf of the Members with regard to the functions and services described in this Amended Creation Agreement.
- 3.5.9 To sue, and to be sued, in its own name.

- 3.5.10 To have and use a corporate seal.
- 3.5.11 To fix, maintain and revise fees, rates and charges for functions, services or facilities provided by MetCom in the manner provided by law.
- 3.5.12 To adopt, by resolution, regulations respecting the exercise of its powers and carrying out of its purposes.
- 3.5.13 To exercise any other powers which are essential to the provision of the functions, services or facilities by MetCom and which are specified in this Amended Creation Agreement.
- 3.5.14 To receive contributions, gifts, bequests or other grants of cash, equipment or services for MetCom, the Members or other entities, individuals, or political subdivisions.
- 3.5.15 To exercise any power lawfully authorized to each of the Members.
- 3.5.16 To contract with any appropriate entity to provide necessary or desirable services to MetCom.

#### **ARTICLE 4 - MEMBERSHIP**

- 4.1 **Membership.** Additional Public Agencies may be added to this Amended Creation Agreement as a Member with unanimous written consent formally approved by the governing body of each Public Agency that is a Member at such time. Any Public Agency added as a Member shall be subject to such terms and conditions as the Board of Directors, in its sole discretion, may determine. The Board may assess a new Member a Capital Contribution to cover its pro rata share of the costs of those capital assets previously purchased by MetCom for joint use by all Members. Any Member not assessed a Capital Contribution will not be credited with any cash value of the assets on hand as of the date of joining as a Member. The Board shall be vested with absolute discretion to determine how the Capital Contribution of any new Member is to be used by MetCom, including but not limited to distributing the Capital Contribution of a new Member to the Organizing Members on an equal basis or using the Capital Contribution of a new Member to fund then-present or future capital needs of MetCom.
- 4.2 **Revocation of Membership.** The Board shall retain the right to revoke the membership of any Member of MetCom, with or without cause, but such action on revocation of membership shall require the vote of not less than sixty-six percent (66%) of the Directors of MetCom, and the Board shall be required, by separate agreement with the Member whose membership is being revoked, to make

arrangements to refund or repay the depreciated value of the initial Capital Contribution made by such Member to MetCom, but excluding any portion of said Capital Contribution which was allocated to the operational contingency reserve fund or capital replacement reserve fund of MetCom.

- 4.3 **Membership Rights.** Membership in MetCom shall mean the right to receive communication based services from MetCom. Members shall pay for costs associated with the services provided by MetCom, in accordance with the remaining terms of this Amended Creation Agreement.
- 4.4 **Private Agencies.** MetCom may separately contract with Private Agencies, but no Private Agency may become a Member of MetCom or party to this Amended Creation Agreement.
- 4.5 **Term, Termination, Adding or Deleting Members.**
- 4.5.1 **Term.** This Amended Creation Agreement shall become effective when it has been duly executed by all Organizing Members. The term of this Amended Creation Agreement shall be unlimited, and shall extend until terminated as provided herein.
- 4.5.2 **Termination.** This Amended Creation Agreement may be terminated at any time by written agreement of all Members then-existing at the time of such termination.
- 4.5.3 **Consolidation by Members.** Consolidation by a Member with another Member or non-Member to form a single legal entity shall not terminate this Amended Creation Agreement nor cause a withdrawal by the consolidating Member or Members. All rights and obligations of such consolidating Member or Members shall inure to the newly created single legal entity, except that no consolidation by a Member shall increase any non-consolidating Member's share of Capital Contributions required under this Amended Creation Agreement without the written consent of such non-consolidating Member, nor shall any consolidated entity have more than one Director on the Board of Directors. The formation of the South Metro Fire Authority by the Organizing Members does not constitute a consolidation as contemplated by this Subsection 4.5.3.
- 4.5.4 **Withdrawal of Members.** A Member may withdraw from this Amended Creation Agreement as of the end of any calendar year by written notice authorized by the governing body of such

Member, provided to the Board and each Member no later than three hundred sixty (360) days prior to the end of the calendar year. A withdrawing Member shall remain liable for any and all financial obligations, and all indebtedness incurred while the withdrawing Member was a Member of MetCom. Upon withdrawal, a withdrawing Member shall have no further interest, right or title in or to any assets or equity of MetCom, unless there is a specific agreement to the contrary by and between the withdrawing Member and MetCom. Withdrawal by any Member or combination of Members shall not cause termination of this Amended Creation Agreement.

- 4.5.5 **Distribution on Termination.** In the event of the rescission or termination of this Amended Creation Agreement and the dissolution of MetCom, all of the assets of MetCom shall immediately vest in the then existing Members, subject to any outstanding liens, mortgages or other pledges of such assets, and shall be distributed pro rata to each of the then-existing Members, based on each Member's Capital Contribution. The Board may provide, by unanimous agreement and decision, for an alternate disposition of any and all interests of MetCom to any successor(s) to MetCom, or for an alternative disposition between and among the Members.

## ARTICLE 5 - GOVERNANCE

- 5.1 **Intent.** MetCom is a diverse organization that is designed to meet both the present and future communications needs of the Members. It is the intent of this Amended Creation Agreement to create a Board that represents the interests of the Members and the communities they serve and to promote a unified communications solution for all current and future Members. The Agreement is structured to allow Members the greatest flexibility in determining how MetCom can support them in their mission.
- 5.2 **Board of Directors.** The governing body of MetCom shall be a Board in which all administrative and legislative power of MetCom is vested.
- 5.2.1 **Number.** The initial number of Directors serving on the Board shall be the same as the number of Organizing Members. Each Member shall appoint one Director and each Director shall be entitled to cast one vote.
- 5.2.2 **Alternates.** Each Director shall have one (1) alternate who may attend all Board meetings and who may vote only in the absence

of the voting Director. The alternate shall be appointed in the same manner as the Director.

- 5.2.3 **Appointment.** The governing body of each Member shall appoint to the Board one voting Director and one alternate.
- 5.2.4 **Terms of Directors.** Each Director and each alternate shall serve at the pleasure of the governing body of the Member by whom the Director and the alternate were appointed, and may be reappointed or replaced at any time by that entity. There shall be no limitation on the number of years any Director or alternate may serve on the Board, provided that any Director or alternate may be replaced at any time by the governing body of the Member responsible for said appointments.
- 5.2.5 **Vacancies.** A vacancy occurring on the Board, whether such vacancy be the result of resignation, death, removal or disability, shall be filled in the same manner as appointment of a Director as hereinabove provided.
- 5.2.6 **Compensation.** Directors shall not receive compensation from MetCom for their services. The Board shall provide for reimbursement to the Directors of their actual and reasonable expenses incurred on behalf of MetCom.
- 5.2.7 **Decisions.** Decisions of the Board may be made only at regular or special meetings, called upon notice as required herein, at which a Quorum is present. Except as otherwise provided, decisions of the Board shall be made by a vote of the Majority of the total Directors present (or alternates voting in the place of Directors). Actions on Budget adoption, incurring secured debt, approving or terminating contract communications services, revoking the membership of a Member, and hiring and terminating professional consultants shall require the vote of not less than sixty-six percent (66%) of the Directors (or alternates voting in the place of Directors) of MetCom. No Member shall be allowed more than one vote on any issue or matter.

### 5.3 **Meetings.**

- 5.3.1 **Regular Meetings.** A schedule of regular meetings of the Board may be set by resolution of the Board, which resolution shall identify the dates, times, and location of said regular meetings to be held within the boundaries of Arapahoe County or Douglas

County, Colorado. Following adoption of said resolution scheduling regular meetings of the Board, no additional notice to the Directors or Members shall be required. Regular meetings of the Board shall be open to the public and shall be posted in accordance with the provisions of Section 24-6-402(2)(c), C.R.S. Directors shall be allowed to participate in all such regular meetings by telephone.

5.3.2 **Special Meetings.** Special meetings of the Board may be called by any two (2) Directors, and it shall thereupon be the duty of the Secretary of the Board to cause notice of such meeting to be given as hereinafter provided. Special meetings of the Board of Directors shall be held at such time and place as shall be fixed by the Directors calling the meeting. Special meetings of the Board shall be open to the public and shall be posted in accordance with the provisions of Section 24-6-402(2)(c), C.R.S. Directors shall be allowed to participate in all such special meetings by telephone.

5.3.3 **Notice of Meeting.** Written notice of any special meeting of the Board shall be delivered to each Director and each Member not less than three (3) days before the date fixed for such meeting, either personally, by facsimile, or by regular or electronic mail, by or at the direction of the Secretary, or upon the Secretary's default, by the Directors calling the meeting. If mailed, such notice shall be deemed to be delivered three (3) days following deposit in the United States mail, addressed to the Director and Members at the Director's and Member's address(es) as the same appear on the records of MetCom, with postage thereon prepaid.

5.3.4 **Waiver of Notice.** Whenever any notice is required to be given to any Director under the provisions of law or this Amended Creation Agreement, a waiver thereof in writing by such Director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board shall constitute a waiver by such Director of notice of such meeting, except when such Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

5.4 **Officers.** The officers of MetCom shall be a Chair, Vice-Chair, Secretary, Treasurer, and such other officers and assistant officers as may be elected by the Board from time to time, to perform such duties as may be approved by the Board.

The Chair, Vice-Chair and Treasurer shall be Directors, but the other officers of MetCom need not be Directors.

5.4.1 **Appointments and Term of Office.** At the first meeting of the Board following formal execution of this Amended Creation Agreement and appointment of the Initial Directors by the governing bodies of the Organizing Members, the Directors shall appoint officers who shall serve as officers of MetCom. Thereafter, officers shall be appointed annually by the Board at the Board's last regularly scheduled meeting for each calendar year. Vacancies occurring in any officer position may be filled at any meeting of the Board.

5.4.2 **Removal.** Any officer or agent appointed by the Board of Directors may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interests of MetCom will be served thereby.

5.4.3 **Duties of Officers.** In addition to duties designated by the Board of Directors, the duties of the officers shall include the following:  
a) **Chair.** The Chair shall preside at all meetings of the Board and, except as otherwise delegated by the Board, shall execute all legal instruments of MetCom.

(a) **Vice-Chair.** The Vice-Chair shall, in the absence of the Chair or in the event of his inability or refusal to act, perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all restrictions upon the Chair.

(b) **Secretary.** The Secretary shall maintain or cause to be maintained the official records of MetCom, including this Amended Creation Agreement, and any and all bylaws, rules and regulations which may be adopted by MetCom from time to time, minutes of the meetings of the Board, and a register of the names and addresses of the Directors, alternates and officers, and shall issue notice of special meetings, attest and shall affix the corporate seal to all documents of MetCom where appropriate. A separate recording secretary may be appointed by the Board for taking and preparing meeting minutes.

(c) **Treasurer.** The Treasurer shall serve as the financial official of MetCom, and subject to the fiscal policies adopted by the Board and the restrictions imposed by law, be responsible for

the receipt, custody, disbursement and accounting of MetCom's funds and securities, and duties incident to the office of Treasurer, but not the investment of MetCom's funds. The accounting function shall be provided by a MetCom employee or independent contractor under the supervision of the Treasurer and shall be reviewed by the Board at its regularly scheduled meetings.

- (d) **Miscellaneous.** The duties and functions of the Secretary and the Treasurer may be performed by a single individual. If the person performing the duties of Secretary is not a Director, such person shall receive such compensation as is deemed appropriate by the Board.

- 5.4.4 **Bonds of Officers.** The Treasurer and any other officer or agent of MetCom charged with the responsibility for the custody of any of its funds or property shall give a bond in such sum and with such surety, if any, as the Board shall determine. The Board, in its discretion, may also require any other officer, agent or employee of MetCom to give a bond in such amount and with such surety as shall be determined. The cost of such bond shall be an expense of MetCom.

## 5.5 **Indemnification.**

- 5.5.1 **Directors and Officers.** Each Director and officer of MetCom, whether or not then in office and his/her personal representatives shall be indemnified by MetCom against all costs and expenses actually and necessarily incurred by such person in connection with the defense of any action, suit or proceeding arising out of an act or omission of such person during the performance of such person's duties and within the scope of such person's appointment, except in relation to matters as to which such person shall be finally adjudged in such action, suit or proceeding to be willful or wanton in the act or omission giving rise to the action, suit or proceeding. Such costs and expenses shall include amounts reasonably paid in settlement for the purpose of curtailing the cost of litigation, but only if MetCom is advised in writing by opinion of its legal counsel that the person indemnified was not willful or wanton in the act or omission giving rise to the action, suit or proceeding. The foregoing right of indemnification shall not be exclusive of other rights to which such person may be entitled as a matter of law or by agreement.

- 5.5.2 **Employees.** Employees will be indemnified pursuant to the provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended.
- 5.6 **Execution of Contracts.** Except as otherwise provided by law, the Board may authorize any officer, employee, or agent to enter into any contract, or execute and deliver any instrument in the name and on behalf of MetCom.
- 5.7 **Assets Held In Trust.** All assets and properties of MetCom shall be held in trust for the purposes herein mentioned, including payment of liabilities of MetCom.
- 5.8 **Financial.**
- 5.8.1 **Negotiable Instruments.** All checks, drafts or other orders for payment of money shall be issued in the name of MetCom, and in such manner as, from time to time, shall be determined by motion of the Board, except that all notes, bonds, or other evidence of indebtedness shall be issued by resolution.
- 5.8.2 **Deposits.** All funds of MetCom shall be deposited, from time to time, to the credit of MetCom, pursuant to law, in such bank or banks or other financial institutions as the Board may select.
- 5.8.3 **Fiscal Year.** The fiscal year of MetCom shall be January 1 through December 31.
- 5.8.4 **Debt Not That of Members.** The bonds, notes and other obligations of MetCom shall not be the debts, liabilities or obligations of the Members or any or Public Agency which may become a future Member, unless provided by written consent of the governing body of each of the Members in compliance with law.
- 5.8.5 **Funds of Members.** MetCom may receive from the Members funds for services rendered to the Members and other public funds, as contributions to defray the costs incurred under this Amended Creation Agreement, and as advances for any purpose allowed under this Amended Creation Agreement, subject to terms of repayment as agreed to by the Board and the Members.

## ARTICLE 6 - OPERATIONS

- 6.1 **Executive Director.** The Board shall appoint an Executive Director to manage the operations of MetCom. Initially, it is expected that the Executive Director will be an employee of SMFR. At any time during the term of this Amended Creation

Agreement, the Board may require that the Executive Director become an employee of MetCom. Consistent with direction of the Board, the Executive Director shall be directly responsible for implementing policy and procedures, facilitating and coordinating committee and working group activities, and shall be responsible for such other duties as directed by the Board, including but not limited to the preparation of the annual Budget, accounting of the financial operations of MetCom, hiring and terminating employees of MetCom, and supervision of the day to day operations of MetCom. The Board shall be entitled to develop performance standards for the Executive Director. The Executive Director shall be a non-voting, ex-officio member of the Board and shall attend all Board meetings unless excused by the Chair.

- 6.2 **User Agreements.** MetCom may enter into user agreements or agreements for services with any Public Agency regardless of whether such Public Agency is a Member, interested in receiving services from MetCom. MetCom may also enter into user agreements or agreements for services with any Private Agency so long as such agreement does not violate the terms of any public financing received by MetCom. Each such agreement shall specify the services to be provided by MetCom and the terms under which such services are to be provided by MetCom to such Public Agency or Private Agency.
- 6.3 **Financial Support.** MetCom may receive financial support from one or more sources, including emergency telephone surcharge revenues, user fees, and public or private grants.

#### ARTICLE 7 - FISCAL ADMINISTRATION

- 7.1 **Fiscal Management.** Unless otherwise designated by the Board, all power to receive, hold, and, upon approval by the Board, disburse funds or money equivalents shall be exercised by MetCom personnel under the direction and supervision of the Executive Director, and under controls and policies approved by the Board. The Executive Director shall monthly provide the Board with a complete report of all revenue and expenditures, and reasonable information on the state of MetCom's finances.
- 7.2 **Budget.** The Budget for MetCom shall be adopted by the Board pursuant to Part 1, Article 1, Title 29, C.R.S. The provisions of Article 10.5 of Title 11, C.R.S., shall apply to monies of MetCom.
- 7.3 **Capital Budget.** All capital purchases shall be shared among the Members based on each Member's pro rata share of MetCom's operational Budget in the year in which the capital purchases are to be made.

7.3.1 Each Member other than SMFR shall enter into an intergovernmental agreement with MetCom with respect to the Capital Contributions based upon terms and in a form approved by the Board. SMFR has entered into an intergovernmental agreement with MetCom outlining the terms under which the communication center capital equipment was transferred to MetCom.

7.3.2 A capital replacement reserve fund will be established and funded annually. Annual funding of the capital replacement reserve fund shall be funded equally by all Members, and shall be approved and adjusted by the Board based on the annual Budget.

7.4 **Operational Budget.** Each Member's share of MetCom's annual operational Budget shall be calculated in accordance with this Section 7.4. The annual operational Budget shall include a capital replacement reserve fund component, costs of personnel, supplies, services, and management and administration for the provision of emergency communications, dispatching and technological support services, but shall not include depreciation and individual expenses necessary for the sole needs of the Members to receive such services.

7.4.1 Each Member's share of MetCom's annual operational Budget shall be determined by the Board and shall be based on each Member's respective share of the total Call volume averaged over the immediately preceding three (3) calendar years, to the extent three (3) years of Call data is available. The amount due from each Member will be based on the following formula: each Member's determined percentage of total Call volume times the approved operational Budget (as approved by the Board), plus the Annual Capital Replacement Reserve Fund Contribution as determined by the Board and as set forth in Section 7.4.3. Each Member's Annual Operational Contribution shall be paid in four (4) equal installments, on the first day of each quarter of the next immediately following fiscal year (January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup>), or on such other schedule as may be determined by the Board.

7.4.2 The Cost Allocation Worksheet will be revised annually by the Board, and shall set forth each Member's Annual Operational Contribution for the next immediately following calendar year. The Cost Allocation Worksheet shall be made available to all Members by the Board no later than July 1 of the year in which the Cost Allocation Worksheet is revised and adopted by the

Board, and shall be effective January 1<sup>st</sup> of the year following the year in which the Cost Allocation Worksheet is revised and adopted by the Board.

7.4.3 Each Member's Annual Capital Replacement Reserve Fund Contribution shall be included in the Annual Operational Contribution set forth in the Cost Allocation Worksheet, and shall include a fee associated with updating or supplementing wireless communications, technology, network expansion, enhanced radio communications and/or technical support may become necessary in future years. In each Budget year, the amount of the Annual Capital Replacement Reserve Fund Contribution will be determined by the Board and will be included and referenced with particularity in the Cost Allocation Worksheet to be provided to all Members by July 1 of each year. Members may be asked by the Board to make a contribution to the Capital Replacement Reserve Fund.

7.5 **Late Payments.** Any payment required under this Amended Creation Agreement that is not paid when due shall accrue compound interest in the amount of one percent (1 %) per month until paid.

7.6 **Annual Audit.** In accordance with Colorado state law, MetCom revenues and expenditures shall be subject to an annual audit unless MetCom is eligible to apply to the State Auditor for an exemption from audit, which, if completed, will include an audit opinion without qualifications, to be performed by a certified public accountant.

## ARTICLE 8 - MISCELLANEOUS

### 8.1 **Miscellaneous.**

8.1.1 **Notices.** Any formal notice, demand or request provided for in this Amended Creation Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, by facsimile, or sent by registered or certified mail, postage prepaid to the Members at the addresses as set forth on each signature page attached hereto, unless another address is certified to MetCom.

8.1.2 **Indemnification.** To the extent permitted by law, each Member shall indemnify, defend and hold the remaining Members harmless from and against any and all claims arising from all of the Member's independent activities prior to the date of this

Amended Creation Agreement and the Member's use of the Metropolitan Area Communications Center. Each Member shall also indemnify, defend and hold the remaining Members harmless from and against any and all claims arising from any breach or default in the performance of any obligation of the Member's part to be performed under the provisions of this Amended Creation Agreement or arising from any negligence, recklessness, intentional acts or omissions of the Member or any of its agents or employees and from any and all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or action or proceeding brought on any such claim; provided, however, that nothing contained herein waives or is intended to waive any protections that may be applicable to any Member under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., or any other rights, protections, immunities, defenses or limitations on liability provided by law, and subject to any applicable provisions of the Colorado Constitution or other applicable laws.

- 8.1.3 **No Third Party Beneficiaries.** Nothing in this Amended Creation Agreement shall be deemed to create any third party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a party to this Amended Creation Agreement.
- 8.1.4 **Amendments.** This Amended Creation Agreement may be amended only by written document approved by formal authority of the governing bodies of all of the Members; provided, however, that such amendment will not affect other obligations outstanding of MetCom unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations.
- 8.1.5 **Severability.** In the event that any of the terms, covenants or conditions of this Amended Creation Agreement or their application shall be held invalid as to any person, corporation or circumstances of any court having competent jurisdiction, the remainder of this Amended Creation Agreement and the application in effect of its terms, covenants or conditions to such persons, corporations or circumstances shall not be affected thereby.
- 8.1.6 **Duplicate Originals.** This Amended Creation Agreement shall be executed in several counterparts, each of which shall be an

original, but all of which together shall constitute on in the same instrument.

IN WITNESS WHEREOF, the Organizing Members have caused this Amended and Restated Intergovernmental Agreement Establishing the Metropolitan Area Communications Center Authority to be executed as of the 5<sup>th</sup> day of October, 2010

**PARKER FIRE PROTECTION DISTRICT**

By: Linda Ganz, President

Date: 10/5/10

Attest:

Danny C. Gaddy, Secretary

**SOUTH METRO FIRE RESCUE**

By: Laura Simon, Chairperson

Date: 9-27-10

Attest:

Hank Eng, Secretary

**EXHIBIT B**  
**USER SERVICES**

**City of Englewood**

MetCom's proposed pricing is divided into two sections to address the operational and capital required to operate the Center.

**Dispatch Services** – User agencies are billed quarterly by MetCom for “dispatch services.” This fee is based on an annualized rolling three-year average of the agency’s “calls for service” within their own district.

**Capital Reserve** – All agencies contribute annually to MetCom's capital reserve account. This fund is used for capital projects such as server replacement and equipment upgrades. The capital reserve fee is set by the Board and is used to insure that MetCom has the ability to expand or upgrade as needed with limited or no additional impact on the user agencies. The Capital Reserve for the first 3 year term of this agreements will be 3% of the annualized Dispatch Services cost.

The Initial term of this User Agreement shall be for three years (“Initial Term”) from the Effective Date. Thereafter, this User Agreement may be renewed for one subsequent three-year term (“Subsequent Term”), upon written notice by the City of Englewood, given to MetCom no less than twelve months prior to the expiration of the Initial Term or Subsequent Term then in effect.

Pricing for dispatch services will be fixed at a rate of \$48.00 per call for the first 3 year term. Cost per call for the second term will be adjusted by the 3 year average of CPI and will be fixed for years four through six.

Cost for the first year of Dispatch Services is based on estimated call volume as reported by EFD and will be adjusted once actual volume from 2011 – 2013 has been reported to MetCom. Cost for years two and three may be adjusted based on EFD's average call volume based on a three year rolling average.

| Agency    | Calls     | Base Cost | Dispatch     | Capital | Total Cost | Total        |
|-----------|-----------|-----------|--------------|---------|------------|--------------|
|           | Per Year  | Per Call  | Services     | Reserve | Per Call   | Fee          |
| Englewood | Est. 4200 | \$48.00   | \$201,600.00 | \$6,048 | \$48.44    | \$207,648.00 |

1. MetCom will provide a flexible staffing plan that has the ability to staff up to handle high demand incidents and events, including rapid call-back of staff, when necessary. To accommodate the staffing plan, sleep rooms are located on-site and IDT dispatchers are available for on-call support in the field or in the dispatch center for major or complex incidents. MetCom will make scheduling modifications or increase staffing levels if necessary to insure the highest quality in Fire/EMS call management and customer service.
2. MetCom will provide dispatching services using a map-based CAD system that also has the ability to provide station-based dispatching. This agreement can be modified to include AVL and MDTs at the request of the City of Englewood. EFD will be responsible for purchasing required MDT hardware and software licenses as required by TriTech.
3. MetCom primarily operates on the State of Colorado 800 MHz Digital Trunked Radio System. MetCom will insure that EFD has adequate dispatch and operational talk-groups to support fire/EMS operations.
4. MetCom will work with EFD to utilize their existing station alerting system. MetCom does have the ability to interface with Westnet's First-in Smart Station Alerting System if the City chooses to install Westnet in the future.
5. MetCom will provide automated unit and staff paging via a standard interface to EFD alpha numeric pagers, if so equipped.
6. MetCom will provide a nationally recognized standard of Emergency Medical Dispatch (EMD) to the citizens calling 911.
7. MetCom has the ability through a standard RMS interface to transmit call information to EFD's Fire Manager RMS.
8. MetCom will provide all required GIS data integration and support for the street data required to dispatch EFD.
9. MetCom will create, at no additional charge, a public safety map book specific to the City of Englewood. This map book will be provided in an electronic PDF format for station and apparatus use.
10. MetCom will provide its Incident Dispatch Team (IDT) including units and personnel as needed to support fire suppression and special operations for EFD.
11. MetCom will provide basic GIS and analytic services to EFD in support of CFAI Accreditation. Additional GIS and analytics services can be provided, by separate contract, at EFD's request.

## **EXHIBIT C**

### **ENGLEWOOD PERFORMANCE STANDARDS**

MetCom's standards are based on the NFPA 1221 guidelines for call processing and dispatching times. The 2010 edition of NFPA 1221 is currently used as the baseline standard for dispatching performance. Future amendments to NFPA 1221 will be reviewed by the MetCom Board within 6 months of their adoption to determine whether they should be incorporated into MetCom's Standards.

Additionally MetCom agrees to comply with the Emergency Medical Dispatch (EMD) performance standards as defined by the International Academies of Emergency Dispatch. (See Attached)

## **EXHIBIT D**

### **ADDITIONAL COMMUNICATIONS SYSTEM INTEGRATION REQUIREMENTS**

EFD is required to provide and maintain data circuits, vehicle/handheld radio hardware and other equipment to facilitate direct connectivity to MetCom for the purpose of data integration, station alerting, paging and radio communications. This includes costs associated with utility company circuits, connections, maintenance and recurring service charges. MetCom will serve in a consulting and support capacity to assist EFD in the implementation and on-going operation of this equipment.

BY AUTHORITY

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

COUNCIL BILL NO. 51  
INTRODUCED BY COUNCIL  
MEMBER OLSON

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 10<sup>th</sup> 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.

Read by title and passed on final reading on the 20th day of October, 2014.

Published in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 24th day of October, 2014.

Published by title on the City's official website beginning on the 22nd day of October, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2014.

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Loucrishia A. Ellis

## BY AUTHORITY

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

COUNCIL BILL NO. 54  
 INTRODUCED BY COUNCIL  
 MEMBER OLSON

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 FUND2015 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                | 1,400,924       |
| 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                               | 357,575             |
| 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                                      | 8,957,186           |
| 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                       | \$ 44,384,061       |
| <br>Total Fund Balance, December 31, 2015 | <br>\$ 7,952,349    |

### Section 3. SPECIAL REVENUE FUNDS

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

|                                 |              |
|---------------------------------|--------------|
| <u>Public Improvement Fund</u>  |              |
| Fund Balance, January 1, 2015   | \$ 171,857   |
| Revenues                        | \$ 3,109,000 |
|                                 |              |
| Expenditures and Transfers      | \$ 3,244,326 |
| Fund Balance, December 31, 2015 | \$ 36,531    |
|                                 |              |
| <u>Capital Projects Fund</u>    |              |
| 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

|                                 |               |
|---------------------------------|---------------|
| <u>Water Fund</u>               |               |
| Fund Balance, January 1, 2015   | \$ 9,121,504  |
| Revenues                        | \$ 8,519,956  |
|                                 |               |
| Expenditures                    | \$ 9,808,593  |
| Fund Balance, December 31, 2015 | \$ 7,832,867  |
|                                 |               |
| <u>Sewer Fund</u>               |               |
| Fund Balance, January 1, 2015   | \$ 1,639,312  |
| Revenues                        | \$ 16,207,602 |
|                                 |               |
| Expenditures                    | \$ 16,927,366 |
| Fund Balance, December 31, 2015 | \$ 919,548    |
|                                 |               |
| <u>Storm Drainage Fund</u>      |               |
| Fund Balance, January 1, 2015   | \$ 1,030,219  |
| Revenues                        | \$ 329,013    |
|                                 |               |
| Expenditures                    | \$ 340,614    |
| Fund Balance, December 31, 2015 | \$ 1,018,618  |
|                                 |               |
| <u>Golf Course Fund</u>         |               |
| Fund Balance, January 1, 2015   | \$ 448,750    |
| Revenues                        | \$ 1,968,498  |
|                                 |               |
| Expenditures                    | \$ 2,230,778  |
| Fund Balance, December 31, 2015 | \$ 186,470    |
|                                 |               |
| <u>Concrete Utility Fund</u>    |               |
| Fund Balance, January 1, 2015   | \$ 329,851    |
| Revenues                        | \$ 884,200    |

|  |                  |
|--|------------------|
| Expenditures                           | \$ 880,493       |
| Fund Balance, December 31, 2015        | \$ 333,558       |
| <br><u>Housing Rehabilitation Fund</u> |                  |
| Fund Balance, January 1, 2015          | \$ 1,570,415     |
| Revenues                               | \$ 1,000,000     |
| <br>Expenditures                       | <br>\$ 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       |
| <br>Expenditures and Transfers                | <br>\$ 341,307   |
| Fund Balance, December 31, 2015               | \$ 42,734        |
| <br><u>Servicenter Fund</u>                   |                  |
| Fund Balance, January 1, 2015                 | \$ 1,171,256     |
| Revenues                                      | \$ 2,581,233     |
| <br>Expenditures and Transfers                | <br>\$ 3,389,622 |
| Fund Balance, December 31, 2015               | \$ 362,867       |
| <br><u>Capital Equipment Replacement Fund</u> |                  |
| Fund Balance, January 1, 2015                 | \$ 1,575,032     |
| Revenues and Transfers In                     | \$ 998,000       |
| <br>Expenditures                              | <br>\$ 1,841,449 |
| Fund Balance, December 31, 2015               | \$ 731,583       |
| <br><u>Risk Management Fund</u>               |                  |
| Fund Balance, January 1, 2015                 | \$ 26,288        |
| Revenues                                      | \$ 1,535,568     |
| <br>Expenditures                              | <br>\$ 1,531,899 |
| Fund Balance, December 31, 2015               | \$ 29,957        |
| <br><u>Employee Benefits Fund</u>             |                  |
| Fund Balance, January 1, 2015                 | \$ 42,335        |
| Revenues                                      | \$ 6,553,501     |
| <br>Expenditures                              | <br>\$ 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, amended and passed on first reading on the 6th day of October 2014.

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

Published as an amended Bill for an Ordinance on the City's official website beginning on the 8th day of October, 2014 for thirty (30) days.

Read by title and passed on final reading on the 20<sup>th</sup> day of October, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 24th day of October, 2014.

Published by title on the City's official website beginning on the 22nd 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 the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2014.

---

Loucrishia A. Ellis

## BY AUTHORITY

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

COUNCIL BILL NO. 55  
 INTRODUCED BY COUNCIL  
 MEMBER GILLIT

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                         | \$ | 357,575    |
| 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                                |    | 8,957,186  |
| 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          | \$ | 44,384,061     |

CONSERVATION TRUST FUND

|                               |    |         |
|-------------------------------|----|---------|
| Total Conservation Trust Fund | \$ | 375,000 |
|-------------------------------|----|---------|

COMMUNITY DEVELOPMENT FUND

|                                  |    |         |
|----------------------------------|----|---------|
| Total Community Development Fund | \$ | 360,000 |
|----------------------------------|----|---------|

DONORS FUND

|                   |    |         |
|-------------------|----|---------|
| Total Donors Fund | \$ | 283,000 |
|-------------------|----|---------|

PARKS AND RECREATION TRUST FUND

|                                       |    |         |
|---------------------------------------|----|---------|
| Total Parks and Recreation Trust Fund | \$ | 365,000 |
|---------------------------------------|----|---------|

MALLEY CENTER TRUST FUND

|                                |    |        |
|--------------------------------|----|--------|
| Total Malley Center Trust Fund | \$ | 75,000 |
|--------------------------------|----|--------|

OPEN SPACE FUND

|                       |    |         |
|-----------------------|----|---------|
| Total Open Space Fund | \$ | 663,050 |
|-----------------------|----|---------|

GENERAL OBLIGATION BOND FUND

|                                    |    |           |
|------------------------------------|----|-----------|
| Total General Obligation Bond Fund | \$ | 1,110,313 |
|------------------------------------|----|-----------|

PUBLIC IMPROVEMENT FUND

|                               |    |           |
|-------------------------------|----|-----------|
| Total Public Improvement Fund | \$ | 3,244,326 |
|-------------------------------|----|-----------|

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



I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2014.

---

Loucrishia A. Ellis

## BY AUTHORITY

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

COUNCIL BILL NO. 52  
 INTRODUCED BY COUNCIL  
 MEMBER GILLIT

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.

Read by title and passed on final reading on the 20th day of October, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 24th day of October, 2014.

Published by title on the City's official website beginning on the 22nd 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 the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2014.

---

Loucrishia A. Ellis

## BY AUTHORITY

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

COUNCIL BILL NO. 53  
 INTRODUCED BY COUNCIL  
 MEMBER WILSON

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 |
|---|---------------|

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 10<sup>th</sup> 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.

Read by title and passed on final reading on the 20th day of October, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 24th day of October, 2014.

Published by title on the City's official website beginning on the 22nd day of October, 2014 for thirty (30) days.

---

Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2014.

---

Loucrishia A. Ellis

BY AUTHORITY

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

COUNCIL BILL NO. 57  
INTRODUCED BY COUNCIL  
MEMBER GILLIT

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.

Read by title and passed on final reading on the 20<sup>th</sup> day of October, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 24th day of October, 2014.

Published by title on the City's official website beginning on the 22nd 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 the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2014.

---

Loucrishia A. Ellis



**STATE OF COLORADO**  
 Department of Public Health and Environment

EXHIBIT  
 A

|                          |   |   |  |
|--------------------------|---|---|--|
| <b>ORDER</b>             |   | <b>** IMPORTANT **</b>  |  |
| 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 | <b>BILL TO</b>  |  |
| <b>BUYER</b>             |   | EMERGENCY MED SVCS-HPDP-EMS-A2  |  |
| Buyer:                   |   | 4300 CHERRY CREEK DRIVE SO  |  |
| Email:                   |   | DENVER, CO 80246-1530   |  |
| <b>VENDOR</b>            |   | <b>SHIP TO</b>  |  |
| 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          |   | <b>SHIPPING INSTRUCTIONS</b>  |  |
| 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**

BY AUTHORITY

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

COUNCIL BILL NO. 58  
INTRODUCED BY COUNCIL  
MEMBER GILLIT

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          | <del>\$700.00</del> | \$900.00 |
| Mayor Pro Tem  | <del>\$650.00</del> | \$850.00 |
| Council Member | <del>\$600.00</del> | \$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 10<sup>th</sup> 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.

Read by title and passed on final reading on the 20th day of October, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 24th day of October, 2014.

Published by title on the City's official website beginning on the 22nd day of October, 2014 for thirty (30) days.

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

---

Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2014.

---

Loucrishia A. Ellis

BY AUTHORITY

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

COUNCIL BILL NO. 59  
INTRODUCED BY COUNCIL  
MEMBER GILLIT

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.

Read by title and passed on final reading on the 20th day of October, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 24th day of October, 2014.

Published by title on the City's official website beginning on the 22nd 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 the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2014.

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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 government 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  
\_\_\_\_\_  
City State, Pln Code

By: \_\_\_\_\_  
(Signature)  
Paul Smith  
\_\_\_\_\_  
(Print Name)

Title: Director

Date: 9/23/14



Proposal for Service

**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

|   |                              |  |
|---|------------------------------|--|
| <b>Date</b><br>October 20, 2014             | <b>Agenda Item</b><br>11 c i | <b>Subject</b><br>Allen Plant Alum Residuals<br>Removal and Disposal |
| <b>INITIATED BY</b><br>Utilities Department |                              | <b>STAFF SOURCE</b><br>Stewart H. Fonda, Director of Utilities       |

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approved on July 19, 2004 the bid for the Allen Water Filtration Plant residuals removal and disposal to Waste Management in the amount of \$163,260.00 for disposal of one year of production.

Council approved on June 19, 2006 the bid for Allen Water Filtration Plant residuals removal and disposal to Waste Management, Inc. in the amount of \$49,768.00 for disposal of approximately 800 cubic yards of production.

Council approved on February 19, 2008, the proposal for the Allen Water Filtration Plant residuals removal and disposal to Allied Waste in the amount of \$108,775 for disposal of approximately 2,000 cubic yards of production.

Council approved on April 5, 2010, the proposal for the Allen Water filtration Plan residuals removal and disposal to E.T. Technologies, Inc. in the amount of \$83,520.00 for disposal of approximately 1,600 cubic yards of production.

Council approved on March 3, 2014, the proposal for the Allen Water Filtration Plant residuals removal and disposal to Secure On-Site Services USA (formerly Next Generation Solutions, LLC) in the amount of \$174,635.06. for disposal of 750 cubic yards of production.

### RECOMMENDED ACTION

The Englewood Water and Sewer Board, at their October 7, 2014 meeting, recommended Council approval, by motion, an addendum to the City's current contract for the Allen Water filtration Plant residuals removal and disposal to Secure On-Site Services USA in the amount of \$232,846.75 for disposal of 1000 cubic yard of residuals generated from water production.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

While the drinking water produced at the Allen Water Treatment Plant meets all drinking water standards, there are low levels of naturally occurring radionuclides in the source water that are removed through treatment and ultimately reside in the residuals generated at the plant. These residuals are considered Technologically-Enhanced Naturally Occurring Radioactive Materials (TENORM) and have additional disposal considerations based on the Colorado Department of Public Health and Environment (CDPHE) regulatory requirements.

Prior to 2012, CDPHE approved three landfills for disposal, with disposal costs ranging from \$50 to \$60 per cubic yard. In 2012, CDPHE denied two of the three landfills from accepting the residuals citing CDPHE's Interim Policy and Guidance Pending Rulemaking for Control and Disposition of TENORM in Colorado dated February 2007. The only authorized facility for residual disposal the Clean Harbors Deer Trail Facility. A bid received earlier this year was \$232.85 per cubic yard.

ARCADIS was hired to evaluate what would be required for the other two landfills for CDPHE to grant approval for disposal. This effort only generated additional uncertainties as to the requirements that would allow disposal in the other two landfills. In March 2014 the City disposed of 750 cubic yards, approximately one year's production at Clean Harbors to gain additional time as the Allen Plant's storage facility was approaching capacity.

With all the uncertainties, Utilities staff is recommending sending an additional 1000 cubic yards of residuals to Clean Harbors through our current contractor, Secure On-Site Services USA. The current contract is still in force, with the vendor willing to honor his bid price from March. It is expected that the price may increase when bids are received next year.

#### **FINANCIAL IMPACT**

Secure On-Site Services USA is the recommended acceptable bidder at \$232,846.75 for one year's production (1000 cubic yards). This expenditure was not budgeted, but funds are available from the capital project, Repairs to the East and West 3 mg Water Storage Tank Roofs. The account, #40-1603-61251, had \$1.6 million encumbered and the project came in at \$1.2 million.

#### **LIST OF ATTACHMENTS**

Change Order- Allen Water Filtration Plant Residuals Removal & Disposal Service  
Secure Energy Services Cost Estimate  
Contract

**CHANGE ORDER**

Order No. 1

Date: October 9, 2014

Agreement Date: March 3, 2014

NAME OF PROJECT: Allen Water Filtration Plant Residuals Removal & Disposal Service

OWNER: City of Englewood Utilities Department

CONTRACTOR: Secure On-Site Services USA LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: With all the uncertainties with CDPHE approval Utilities staff is recommending disposing of an additional 1000 cubic yards of residuals to made space in the storage facility. This additional space will allow time to continue working the CDPHE.

Change to CONTRACT PRICE: \$232,007.10

Original CONTRACT PRICE: \$174,635.06

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$174,635.06

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) by: \$232,007.10

The new CONTRACT PRICE including this CHANGE ORDER will be: \$406,642.16

APPROVALS REQUIRED:

Accepted by CONTRACTOR: \_\_\_\_\_

Accepted and Approved by OWNER: \_\_\_\_\_



## CONTRACT

### CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this 10th day of January, 2014, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and Secure On-Site Services USA LLC whose address is 555 17<sup>th</sup> Street, Suite 900, Denver, CO 80202, ("Contractor"), commencing on the 10<sup>th</sup> day of January, 2014, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: Allen Water Filtration Plant Residuals Removal & Disposal Service

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

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

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

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

Invitation to Bid  
Contract (this instrument)  
Insurance

- B. Scope of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all the work described, drawn, set forth, shown and included in said Contract Documents.
- C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within **ten (10) days** from being notified to commence work by the Director of Utilities and agrees to fully complete said work by August 1, 2014, plus such extension or extensions of time as may be granted by the Director of Utilities in accordance with the provisions of the Contract Documents and Specifications.

- D. Indemnification: The city cannot and by this Agreement/Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity, for any purpose. The Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including Worker's Compensation claims, in any way resulting from or arising out of this Agreement/Contract: provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and Employees.
- E. Termination of Award for Convenience: The City may terminate the award at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event all finished or unfinished service, reports, material (s) prepared or furnished by the Contractor after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the Contractor will be paid that amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful firm agreed to perform under this award, less payments of compensation previously made. If the award is terminated due to the fault of the Contractor the clause relating to termination of the award for cause shall apply.
- F. Termination of Award for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the Contractor shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.

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

- G. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being one hundred seventy-four thousand six hundred thirty-five dollars and 6/100 (\$174,635.06). A 10% retainage of the awarded project amount will be withheld until final inspection and acceptance by the Project Manager.

- H. Appropriation of Funds: At present, **\$174,635.06** has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, the parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement/Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated. The City shall immediately notify the Contractor or its assignee of such occurrence in the event of such termination.
- I. Assignment: Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.
- J. Contract Binding: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.

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

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

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

program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

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

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

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

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

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

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

CITY OF FREDERICKS

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

Date: 3/04/14

ATTEST:



City Clerk

SECURE ON-SITE SERVICES USA LLC  
Contractor (print company name)

By: Glenn Curtis Rhea  
(Signature)

Date: 1/10/14

GLENN CURTIS RHEA, MGR. OF ENV. SVCS.  
(Print name and Title)

STATE OF Colorado

COUNTY OF Arapahoe ss.

On this 10th day of January, 2014, before me personally appeared Glenn Curtis Rhea, known to me to be the Manager of Secure On-site Services USA LLC, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

My commission expires: 11-08-2016

[Signature]  
NOTARY

KERRY BUSH  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19964018041  
MY COMMISSION EXPIRES NOVEMBER 8, 2016

## INSURANCE

### Insurance Limits:

The Contractor shall carry throughout the life of the contract the insurance listed below:

|                        |                       |
|------------------------|-----------------------|
| <u>Under Section B</u> | <u>Minimum Limits</u> |
| Public Liability       | \$1,000,000           |
| Property Damage        | \$1,000,000           |
|                        |                       |
| <u>Under Section C</u> | <u>Minimum Limits</u> |
| Public Liability       | \$1,000,000           |
| Property Damage        | \$1,000,000           |

### Public Liability and Property Damage Insurance:

The Contractor shall maintain during the life of this contract, Public Liability and Property Damage Insurance acceptable to the City, covering the work contracted and all operations in connection herewith, and whenever any of the work covered in the Contract is to be sublet, Contractor's Contingent or Protective Liability and Property Damage Insurance. Such insurance shall provide limits not less than those called for in these Special Provisions.

### Automotive Liability and Property Damage Insurance:

Whenever the work covered by the Contract shall involve the use of automotive equipment, the Contractor shall maintain during the life of the contract, Automotive Public Liability and Property Damage Insurance. This insurance shall provide limits not less than those called for in these Special Provisions to protect the Contractor from any and all claims arising from the use of the following in the execution of the work included in the contract:

- (1) Contractor's own automobile and trucks.
- (2) Hired automobiles and trucks.
- (3) Automobiles and trucks not owned by the Contractor.

Such insurance shall cover the use of automobiles and trucks both on and off the site of the project.

### Workers Compensation:

The Contractor 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.

### Liability:

The Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death to any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind, or nature, including Workmen's Compensation claims, of or by any whomsoever, in any way resulting from or arising out of the operation in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or his sub-contractors. Insurance coverage specified herein and in the Special Conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work. All Certificates of Insurance shall be provided to the City prior to the undertaking of any work and prior to a Purchase Order being issued. The completed Certificate of Insurance shall be sent to:

Purchasing Division  
City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110

With an additional copy sent to:

Management of Risk Administrator:  
City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110





which is a residential classification, but has a special use permit that allows it to operation as a school. The property is located on the corner of S. University Blvd. and E. Orchard Rd.

Through an error, it was believed that this parcel was in the Southgate Sanitation District. It is, however, located in the South Arapahoe Sanitation District. The Petition for Exclusion from Arapahoe County District Court with Southgate Sanitation District was granted on July 8, 2014 and recorded on July 15, 2014.

Motion:

To recommend Council approval of Southgate Sanitation District Supplement #171.

Moved: Wagner Seconded: Lay

Motion carried.



5. CITY OF CHERRY HILLS VILLAGE SANITATION DISTRICT WASTEWATER CONNECTOR'S AGREEMENT.

The Littleton/Englewood Wastewater Treatment Plant is able to receive and treat sewage transmitted by various districts. In the City of Cherry Hills Village Sanitation District there are 9,750 taps. The City of Cherry Hills Village Sanitation District will continue to own the lines and will be responsible for capital improvements in its system. The City Attorney's office has reviewed and approved the City of Cherry Hills Village Sanitation District Connector's Agreement.

Motion:

To recommend Council approval of the City of Cherry Hills Village Sanitation District Connector's Agreement.

Moved: Penn Seconded: Wiggins

Motion carried.



6. CHERRY HILLS VILLAGE SAN. DISTRICT SANITARY SEWER SUPPLEMENT #5.

A request was made by the City of Cherry Hills Village Sanitation District representing the owner, Harrison Oaks North LLC, for inclusion into the City of Cherry Hills Village Sanitation District. The site is on 16.269 acres and is zoned R-2.5 residential. The site will be subdivided into 5 to 6 residential sites. The property is located at 4000 E. Belleview Ave.

Motion:

Recommend Council approval of a Bill for an Ordinance approving the City of Cherry Hills Village Sanitation District Sanitary Sewer Supplement #5 for Harrison Oaks North located at 4000 E. Belleview Ave.

Moved: Waggoner                      Seconded: Habenicht

Motion carried.



7. ALLEN PLANT ALUM RESIDUALS REMOVAL AND DISPOSAL.

Tom Brennan discussed.

There are low levels of naturally occurring radionuclides in Englewood's source water that are removed through treatment and ultimately reside in the residuals generated at the plant. The residuals are considered Technologically-Enhanced Naturally Occurring Radioactive Materials (TENORM) and have additional disposal considerations based on the Colorado Department of Public Health and Environment regulatory requirements.

The only current means of residual disposal is for disposal at Clean Harbors Deer Trail Facility. Utilities staff is recommending sending an additional 1000 cubic yards of residuals to Clean Harbors. The current contract with Secure On-Site Services USA is still in force, with the vendor willing to honor his bid price from March. It is expected that the price may increase when bids are received next year.

Motion:

To recommend disposal of 1000 cubic yards of material by Secure On-site Services USA at a price of \$232,007.10 in accordance with the current contract that is in effect.

Moved: Waggoner                      Seconded: Habenicht

Motion carried.

The meeting adjourned at 6:35 p.m.

The next Water and Sewer Board meeting will be Tuesday, November 11, 2014 at 5:00 in the Community Development Conference Room.

Respectfully submitted,

Cathy Burrage  
Recording Secretary

WATER AND SEWER BOARD  
PHONE VOTE

October 9, 2014

A phone vote was taken from the members of the Englewood Water and Sewer Board for the October 9, 2014.

Motion:

Mr. Habenicht moved:

Mr. Penn seconded: To recommend approval of the October 7, 2014 Water and Sewer Board minutes.

Ayes: Lay, Gillit, Wiggins, Habenicht, Burns, Wiggins, Olson, Oakley

Members abstained: Moore, Burns

Members not reached: None

Nays: None

Motion carried.

The next meeting will be held November 11, 2014 at 5:00 p.m. in the Community Development Conference Room.

Respectfully submitted,

Cathy Burrage  
Recording Secretary

## COUNCIL COMMUNICATION

|   |  |   |
|---|--|---|
| <b>Date</b><br>October 20, 2014                                       | <b>Agenda Item</b><br>11 c ii  | <b>Subject</b><br>Arc Flash Hazard Analysis Study<br>- Award of Professional Services Agreement |
| <b>INITIATED BY</b><br>Littleton/Englewood WWTP Supervisory Committee | <b>STAFF SOURCE</b><br>Stewart H. Fonda, Director of Utilities<br>Chong Woo, Engineering/Maintenance Manager |   |

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approval of the 2014 Littleton/Englewood WWTP Budget.

### RECOMMENDED ACTION

The recommended action is to approve, by Motion, a professional services agreement for an Arc Flash Hazard Analysis Study located at the Littleton/Englewood (L/E) WWTP. Staff recommends awarding the agreement to the lowest reliable and responsive vendor, Emerson Network Power – Electric Reliability Services, in the amount of \$53,528.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The L/E WWTP is initiating an Electrical Maintenance Program. The purpose is to ensure the maintenance and reliability of electrical equipment to support plant facilities and operations. Electrical maintenance is essential for the continuous and uninterrupted operation of treatment equipment. The program goal is to initiate a preventative maintenance program to categorize and eliminate potential electrical problems before they lead to unscheduled outages, safety concerns, or hazard conditions. The program will be included as part of the facility asset management plan.

As a first step of the Electrical Maintenance Program, it is recommended to perform an updated Arc Flash Hazard Analysis Study. The National Fire Protection Association (NFPA) 70E Standard for Electrical Safety in the Workplace recommends an Arc Flash hazard analysis be conducted every five (5) years. The last analysis for the L/E WWTP facility was conducted during the Phase 2 Expansion Project in 2006.

Arc Flash analysis defines protection boundaries and the incident energy levels in work areas of the power distribution system. This analysis is critical in preventing injury to personnel, minimizing damage to the system components and in limiting the extent and duration of service interruptions during equipment failure or other adverse events to the electrical distribution system. The Arc Flash analysis will verify and test existing incident energy settings, recommend new settings per the Institute of Electrical and Engineers (IEEE) Standard 1584, calculate protection boundaries per the NFPA 70E, provide and install the appropriate warning labels, and provide a report detailing equipment conditions and recommendations for maintenance repair and/or replacement. The Arc Flash report will be the basis for development of the inventory and preventative maintenance for the Electrical Maintenance Program.

Request for proposals were received from three (3) qualified electrical consultants:

|                                    |          |
|------------------------------------|----------|
| Emerson Network Power, Denver, CO  | \$53,528 |
| Brown and Caldwell, Golden, CO     | \$63,600 |
| Electric Power Systems, Denver, CO | \$68,300 |

Staff has reviewed the proposals and the low quote by Emerson Network Power is responsive and complete. Emerson Network Power provides services for electrical system reliability and safety, including commissioning and startup, acceptance and maintenance testing, engineering studies, and electrical safety training. The contract amount is budgeted and is available in the 2014 Budget.

### **FINANCIAL IMPACT**

The proposal amount is included in the 2014 Budget and will be shared by the Cities of Englewood and Littleton.

### **LIST OF ATTACHMENTS**

Professional Services Agreement  
Emerson Network Power – Statement of Work

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made as of this 16 day of September 2014 (the "Effective Date") by and between Electrical Reliability Services a CA. 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 registered in the United States, 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 in the United States 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. Subject to the terms and conditions contained herein, 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 agreed in writing, 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, acceptance which will not be unreasonably withheld. 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 immediately 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, negligently 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 third party 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 suffered or incurred by a City Indemnitee directly or indirectly arising from or related to: (1) any negligent act or omission, or willful misconduct by Consultant or its representatives in the performance of Consultant's obligations under this Agreement, or (2) any negligent 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 negligently 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.

Notwithstanding anything else contained in this Agreement, **NEITHER PARTY SHALL BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF THE PARTIES SET FORTH HEREIN ARE EXCLUSIVE. IN NO EVENT SHALL A PARTY'S LIABILITY TO THE OTHER AND/OR ITS CUSTOMERS EXCEED AN AGGREGATE OF \$1,000,000 UNDER THIS AGREEMENT.**

Notwithstanding anything else contained in this Agreement, **EXCEPT FOR GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT THE PARTIES AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.** The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

**(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 three million dollars (\$3,000,000) per occurrence.

(3) Subject to the Seller's right to self insure, Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Consultant's operations or Services in an amount of 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 he 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.

**32. Prevailing Wage.** Consultant's scope of work is not encompassed within any prevailing wage classifications provided under any prevailing wage laws, statutes, rules, or regulations, including without limitation, Davis Bacon Act, ("Prevailing Wage Law") therefore Consultant takes express exception to any and all prevailing wage requirements and shall not be required to comply with such under this Agreement, and further shall not be required to submit certified payroll and related documentation. Consultant shall indemnify, defend, and hold harmless City and its directors, officers, employees, and agents from and against any and all claims, costs, expenses, liabilities, and losses to the extent arising out of Consultant's

violation of any Prevailing Wage Law held to be applicable to Consultant's scope of work by a court

of competent jurisdiction or agency with jurisdiction over the matter.

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)  
Stu Fonda  
\_\_\_\_\_  
(Print Name)

Title: L/E Wastewater Treatment Plant Director

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

Electrical Reliability Services  
(Consultant Name)

7100 Broadway, Suite 7E  
Address  
Denver, CO, 80201  
City, State, Zip Code

By: \_\_\_\_\_  
(Signature)  
(Print Name) Bernie Smith  
Title: Region Director  
Date: 9/16/14

**SCHEDULE A**

**OUTLINE OF STATEMENT OF WORK**



**Proposal for Service**

**Emerson Network Power | Electrical Reliability Services, Inc.**

**Sept 18, 2014**

RFP No. / Customer Specification: -

Proposal No. **EMR-14003763**

Chong Woo  
Englewood, CO

City of Englewood WWTP Arc-Flash Hazard Analysis

City of Englewood WWTP  
Chong Woo  
2900 S. Platte River Drive  
Englewood, CO 80110  
303-762-2655 (direct)  
303-435-9154 (mobile)





# Proposal for Service

Sept. 18, 2014

Chong Woo,

Thank you for your interest in Electrical Reliability Services, Inc. (ERS). We are pleased to offer the attached proposal EMR-14003763 for your consideration. ERS will furnish personnel, materials and equipment necessary to complete the project outlined in this proposal. This proposal does not include any state or local taxes that may apply.

Several factors set us apart in the industry including our unsurpassed experience, safety record, state-of-the-art training programs, and professional credentials. As a full charter member of the InterNational Electrical Testing Association (NETA), a recognized leader and ANSI standards developer for the electrical testing industry, you are assured that all testing is performed objectively according to NETA/ANSI standards.

ERS delivers the most complete solutions for electrical system reliability and safety including commissioning and startup services, acceptance and maintenance testing, engineering studies, and electrical and safety training. From testing for problems that could disable your system, to complete turnaround execution, you'll quickly understand how we are your single source solution for all your electrical reliability needs. With a network of 30 service locations in North America, ERS has experienced professionals when and where you need them. For more information, visit us on the web at [www.electricalreliability.com](http://www.electricalreliability.com).

If you have any questions regarding the attached proposal, please contact me directly at (303) 427-8809. I look forward to your response and the opportunity to work together.

Respectfully Submitted,

Dale Lay

Regional Sales Manager

Electrical Reliability Services, Inc.  
7100 Broadway, Suite 7E Denver,  
CO 80221

PHONE (303) 427-8809



## Proposal for Service

An arc flash program is critical in preventing injury to personnel, minimizing damage to the system components and in limiting the extent and duration of service interruptions whenever equipment failure, human error or adverse natural events occur on any portion of an electrical distribution system.

An effective arc flash program is based on the assumption that protective devices are set correctly and will actually operate to interrupt a fault and limit incident energy in accordance with the expectations of the system analysis. Failure to verify proper settings and operation of these protective devices could invalidate the results of the study and the arc flash labels.

### 1.0 PURPOSE

The purpose of this arc flash hazard study is to determine the location and severity of arc flash hazards. ERS will provide the following specialized services:

- Conduct critical data collection to ensure accurate arc flash analysis and labeling of equipment
- Perform and document Arc Flash, Short Circuit, and Protective Device coordination and evaluation based on IEEE recommended practices utilizing industry accepted computer software
- Calculate flash protection boundaries and PPE requirements in compliance with applicable National Electrical Code (NEC) and NFPA 70E requirements
- Provide and install warning labels in accordance with applicable National Electrical Code (NEC) and NFPA 70E requirements
- Make recommendations and/or perform required training in accordance with NFPA 70E requirements

### 2.0 QUALIFICATIONS

The ERS Professional Services group combines the brightest and best-trained engineers and technicians in the industry. They have in-depth knowledge of your plant's electrical system and are armed with the expertise, sophisticated software, and tools to deliver every level of electrical engineering service. This group is comprised of registered professional engineers, degreed electrical engineers and certified technicians with hundreds of combined years of experience in the electrical industry. Resumes are available upon request.

The ERS dedicated training staff has been providing electrical workplace safety training for more than 20 years. They are familiar with the laws and requirements to keep you in compliance and have the experience to effectively train and verify that your personnel understand how to operate safely when equipment is energized.

**ACCREDITATIONS / CERTIFICATIONS:** ERS is a full charter member of the InterNational Electrical Testing Association (NETA), a recognized leader and ANSI standards developer for the electrical testing industry. ERS field engineers and technicians must meet the rigorous standards of NETA to become NETA certified. Once certified, they must undergo continuing education to maintain their NETA Certification level and keep abreast of the latest technologies.



## Proposal for Service

### 3.0 SAFETY

Safety is more than a business priority at ERS. It's a core Emerson value that impacts every sector of our business. We are committed to the safety of our employees and yours. Personal safety involves the application of policies and procedures combined with the right attitude, knowledge, and tools that will help you manage risk. ERS's safety organization includes a dedicated Environmental, Health & Safety Manager at the corporate level as well as safety officers and committees at the local level. We maintain detailed safety records on each and every job and review safety procedures regularly.

#### 3.1 The ERS Safety Program Includes:

##### 3.1.1 Written Electrical Safety-Related Work Practices/Procedures

The ERS Safety Manual is a document that is constantly being updated and improved. All field engineers and technicians receive a copy and are encouraged to study it and submit suggestions to update it whenever necessary.

##### 3.1.2 Training for qualified workers

All ERS field employees receive on the job safety training within the first three months of employment. Ongoing safety training is supplemented by demonstrations by management personnel and/or videotape presentations.

##### 3.1.3 Protective equipment and materials

ERS provides all personal protective equipment (PPE) for all field employees. We also provide all grounding equipment, insulated hot sticks and insulated tools required for safe work practices. Employees regularly inspect and test their safety equipment and turn in defective items for repair or replacement.

##### 3.1.4 Safety records

Safety records indicating attendees of all training, re-training, service center safety and technical meetings, and tailgate safety meetings

##### 3.1.5 Mandatory safety meetings

ERS field employees regularly attend service center safety and technical meetings to discuss recent jobs, hazardous conditions and conditions encountered at customer's facilities. Tailgate safety meetings are also required prior to new assignments. These meetings cover specific concerns at the jobsite and review applicable safety precautions.



## Proposal for Service

### 3.1.6 Safety Compliance including *unannounced* audits of this program

ERS conducts on-going (at least annually) safety audits to determine that each employee is complying with the safety-related work practices required.

### 3.1.7 Accident investigation and reporting

All accidents are reported and investigated. The ERS process involves a root cause analysis and documentation of corrective actions.

## 4.0 SCOPE OF WORK

### 4.1 Data Collection

ERS will provide qualified personnel trained in safe work practices, using necessary PPE, and in compliance with NFPA 70E to obtain equipment data needed to perform the short circuit and coordination studies and Arc Flash calculations. This includes removing and replacing electrical access covers where it is safe to do so. If access to gather data requires equipment to be de-energized, ERS technicians will notify City of Englewood WWTP to make arrangements to place equipment in an electrically safe condition. City of Englewood WWTP is responsible for any and all live switching and clearances. ERS technicians will participate in LOTO and sign off on clearance paperwork as required.

In order to obtain the required data to perform the short circuit and coordination studies and arc flash calculations, City of Englewood WWTP shall provide equipment submittals, pipe and wire takeoff sheets, and utility data on ERS Utility Data form (see Appendix).

### 4.2 Short Circuit Study, Protective Device Evaluation and Coordination Study

ERS will provide a short circuit study, protective device evaluation and a coordination study based on the single-line diagram and field data. A simplified single-line diagram of the electrical system in the analysis software output format covered by the scope of work will be included in the report.

### 4.3 Arc Flash Hazard Analysis

ERS will provide an arc flash hazard analysis in accordance with the National Electrical Code requirements as outlined in NFPA 70E, Standard for Electrical Safety in the Workplace and IEEE 1584.

### 4.4 Shock/Arc Flash Hazard Danger Labels

ERS will provide shock/arc flash hazard danger labels and install them based on the equipment analyzed in the study, unless otherwise specified. See Appendix for a sample of the ERS standard label.

Data will be collected for the following equipment including cable information in order to develop a simplified single-line representation of the electrical system as the basis to perform the analysis described in the previous sections.

Item: Qty Device Summary



# Proposal for Service

- 1 **City of Englewood Wastewater Treatment Plant Arc-Flash Hazard Analysis**
  
- 2 **E-04-591 SWGR-04-001**
  - 2.1 1 Main Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 1600A Incoming from ST-04A
  - 2.2 1 Main Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 1600A Incoming from ST-04B
  - 2.3 1 Tie Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 1200A Tie Breaker
  - 2.4 1 Feeder Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 800A Feeds MCC-04-001
  - 2.5 1 Feeder Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 800A Feeds MCC-04-002
  
- 3 **E-04-592 MCC-04-001**
  - 3.1 1 Low Voltage Motor Control Center, Rating: 208V-600V MCC-04-001
  - 3.2 2 Distribution Panel Board, Rating: 480V DP-04-001A, DP-04-001B
  - 3.3 2 Dry-Type Low Voltage Distribution Transformer TFR-04-001, TFR-04-894
  - 3.4 2 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V LP-04-001, LP-04-894
  
- 4 **E-04-593 MCC-04-002**
  - 4.1 1 Low Voltage Motor Control Center, Rating: 208V-600V MCC-04-002
  - 4.2 1 Dry-Type Low Voltage Distribution Transformer
  - 4.3 2 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V DP-04-002A, DP-04-002B
  - 4.4 1 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V
  
- 5 **E-04-691 MVMCC-04-600A AND MVMCC-04-600B**
  - 5.1 1 Medium Voltage Motor Control Center, Rating: 4160V MVMCC-04-600A
    - 5.1.1 1 GE Multilin 139 - Motor Protection Relay ECP-04-650
    - 5.1.2 1 GE Multilin 139 - Motor Protection Relay ECP-04-660
    - 5.1.3 2 Medium Voltage AC Electric Motor, Rating: 800HP 600HP
  - 5.2 1 Medium Voltage Motor Control Center, Rating: 4160V MVMCC-04-600A
    - 5.2.1 4 GE Multilin 139 - Motor Protection Relay ECP-04-610, ECP-04-620, ECP-04-630, ECP-04-640
    - 5.2.2 4 Medium Voltage AC Electric Motor, Rating: 800HP 250HP-600HP



# Proposal for Service

- 6**                    **E-04-692 MCC-04-600**
- 6.1            1        Low Voltage Motor Control Center, Rating: 208V-600V MCC-04-600
- 6.2            2        ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V DP-04-600A, DP-04-600B
- 6.3            1        Dry-Type Low Voltage Distribution Transformer TFR-04-600
- 6.4            1        ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V EVC-04-082
- 
- 7**                    **E-01-903 MCC-01-001 AND MCC-01-002**
- 7.1            1        Low Voltage Motor Control Center, Rating: 208V-600V MCC-01-001
- 7.2            1        ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V PNL-01-202
- 7.3            1        Auto-Transfer Switch, Rating: 480V ATS-01-003
- 7.4            1        Distribution Panel Board, Rating: 480V LCP-01-202, LP-01-003
- 7.5            1        Dry-Type Low Voltage Distribution Transformer TFR-01-003
- 7.6            1        Low Voltage Motor Control Center, Rating: 208V-600V MCC-01-002
- 7.7            2        ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V PNL-01-203, PNL-01-204
- 7.8            2        ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V LCP-01-203, LCP-01-204
- 
- 8**                    **E-01-904 EXISTING MCC1 ONE-LINE DIAGRAM 1**
- 8.1            1        Low Voltage Motor Control Center, Rating: 208V-600V MCC1
- 8.2            1        ANY Low Voltage AC Electric Motor >50hp, Rating: 208V-600V F-03-711
- 8.3            2        Low Voltage Variable Frequency Drive, Rating: 480V VFD-01-351, VFD-01-353
- 
- 9**                    **E-01-905 EXISTING MCC1 ONE-LINE DIAGRAM 2**
- 9.1            1        Auto-Transfer Switch, Rating: 480V ATS-01-490
- 9.2            1        Dry-Type Low Voltage Distribution Transformer TFR 'B3'
- 9.3            2        Low Voltage Variable Frequency Drive, Rating: 480V VFD-01-355, VFD-01-356
- 
- 10**                   **E-01-906 EXISTING MCC1 ONE-LINE DIAGRAM 3**
- 10.1           1        ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V PCA-03-596
- 
- 11**                   **E-02-903 PRIMARY SLUDGE PUMP STATIONS MCC-02-006A ONE-LINE DIAGRAM**
- 11.1           1        Low Voltage Motor Control Center, Rating: 208V-600V EXISTING MCC-02-006A
- 11.2           1        Dry-Type Low Voltage Distribution Transformer TFR-02-006C
- 11.3           1        ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V LP-02-006D



# Proposal for Service

**12 E-02-901 PRIMARY SLUDGE PUMP STATIONS MCC-02-006B ONE-LINE DIAGRAM**

- 12.1 1 Low Voltage Motor Control Center, Rating: 208V-600V MCC-02-006B
- 12.2 1 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V DP-02-007

**13 E-01-907 EXISTING MCC2 ONE-LINE DIAGRAM 1**

- 13.1 1 Low Voltage Motor Control Center, Rating: 208V-600V MCC2
- 13.2 2 Low Voltage Variable Frequency Drive, Rating: 480V VFD-01-352, VFD-01-354

**14 E-01-907 EXISTING MCC2 ONE-LINE DIAGRAM 2**

- 14.1 1 Dry-Type Low Voltage Distribution Transformer TFR-01-941
- 14.2 1 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V LP-01-941
- 14.3 1 ANY Low Voltage AC Electric Motor >50hp, Rating: 208V-600V F-03-710

**15 E-03-902 MCC-03-891**

- 15.1 1 Low Voltage Motor Control Center, Rating: 208V-600V MCC-03-891
- 15.2 1 Dry-Type Low Voltage Distribution Transformer TFR-01-941
- 15.3 1 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V LP-03-892

**16 E-05-902 EXISTING MCC-05-011A ONE-LINE DIAGRAM 1**

- 16.1 1 Low Voltage Motor Control Center, Rating: 208V-600V EXISTING MCC-05-011A
- 16.2 2 Dry-Type Low Voltage Distribution Transformer TFR-05-096, TFR-05-094
- 16.3 2 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V LP-05-096, LP-05-094

**17 E-05-903 MCC-05-011A ONE-LINE DIAGRAM 2 AND ELEVATION**

**18 E-05-904 MCC-05-011B**

- 18.1 1 Low Voltage Motor Control Center, Rating: 208V-600V MCC-05-011B

**19 E-07-052 OLD SOLIDS HANDLING BUILDING EXISTING MCC-07-007 AND MCC-07-008 ONE-LINE DIAGRAMS**

- 19.1 1 Low Voltage Motor Control Center, Rating: 208V-600V EXISTING MCC-07-007
- 19.2 1 Low Voltage Motor Control Center, Rating: 208V-600V EXISTING MCC-07-008
- 19.3 1 Dry-Type Low Voltage Distribution Transformer TTR-07-502
- 19.4 1 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V LP-07-502



## Proposal for Service

### **20 E-08-092 MCC-08-001 ONE-LINE DIAGRAM**

- |      |   |  |
|------|---|--|
| 20.1 | 1 | Low Voltage Motor Control Center, Rating: 208V-600V MCC-08-001               |
| 20.2 | 1 | Auto-Transfer Switch, Rating: 480V MTS-08-094                                |
| 20.3 | 1 | Dry-Type Low Voltage Distribution Transformer TFR-08-094                     |
| 20.4 | 1 | ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V LP-08-094 |
| 20.5 | 2 | Low Voltage Variable Frequency Drive, Rating: 480V VFD-08-750, VFD-08-521    |

### **21 E-08-093 MCC-08-002 ONE-LINE DIAGRAM**

- |      |   |  |
|------|---|--|
| 21.1 | 1 | Low Voltage Motor Control Center, Rating: 208V-600V MCC-08-002 |
| 21.2 | 1 | Low Voltage Variable Frequency Drive, Rating: 480V VFD-08-760  |

### **22 E-08-904 EXISTING MCC-08-005A ONE-LINE DIAGRAM 1**

- |      |   |  |
|------|---|--|
| 22.1 | 1 | Low Voltage Motor Control Center, Rating: 208V-600V MCC-08-005A              |
| 22.2 | 1 | ANY Low Voltage AC Electric Motor >50hp, Rating: 208V-600V P-08-232          |
| 22.3 | 1 | Low Voltage Variable Frequency Drive, Rating: 480V VFD-08-321, VFD-08-111    |
| 22.4 | 1 | Auto-Transfer Switch, Rating: 480V ATS-08-093                                |
| 22.5 | 1 | Dry-Type Low Voltage Distribution Transformer TFR-08-093                     |
| 22.6 | 1 | ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V LP-08-093 |

### **23 E-08-905 EXISTING MCC-08-005A ONE-LINE DIAGRAM 2**

### **24 E-08-906 EXISTING MCC-08-005B ONE-LINE DIAGRAM 1**

- |      |   |  |
|------|---|--|
| 24.1 | 1 | Low Voltage Motor Control Center, Rating: 208V-600V MCC-08-005B              |
| 24.2 | 1 | ANY Low Voltage AC Electric Motor >50hp, Rating: 208V-600V P-08-231          |
| 24.3 | 1 | Low Voltage Variable Frequency Drive, Rating: 480V VFD-08-421, VFD-08-112    |
| 24.4 | 1 | Dry-Type Low Voltage Distribution Transformer TFR-08-093                     |
| 24.5 | 1 | ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V LP-08-090 |

### **25 E-08-907 MCC-08-005B One Line Diagram 2**

- |      |   |   |
|------|---|---|
| 25.1 | 1 | Low Voltage Variable Frequency Drive, Rating: 480V VFD-08-121 |
|------|---|---|

### **26 E-10-901 MCC-10-000 One Line**

- |      |   |   |
|------|---|---|
| 26.1 | 1 | Low Voltage Motor Control Center, Rating: 208V-600V MCC-10-000                        |
| 26.2 | 3 | Low Voltage Variable Frequency Drive, Rating: 480V VFD-10-853, VFD-10-854, VFD-10-855 |
| 26.3 | 1 | Dry-Type Low Voltage Distribution Transformer TFR-10-001                              |



## Proposal for Service

- 26.4 1 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V LP-10-001
- 27 E-11-191 DISINFECTION BUILDING EXISTING MCC-11-10 ONE-LINE DIAGRAM**
- 27.1 1 Low Voltage Motor Control Center, Rating: 208V-600V EXISTING MCC-11-10
- 28 E-12-902 FILTER COMPLEX MCC-12-901 ONE-LINE DIAGRAM**
- 28.1 1 Low Voltage Motor Control Center, Rating: 208V-600V MCC-12-901
- 28.2 3 ANY Low Voltage AC Electric Motor >50hp, Rating: 208V-600V B-12-401, B-12-403, P-12-711
- 28.3 3 ANY Low Voltage Fused Disconnect Switch, Rating: 208V-600V DS-12-401, DS-12-403, DS-12-711
- 28.4 1 Low Voltage Variable Frequency Drive, Rating: 480V VFD-12-451
- 28.5 1 Dry-Type Low Voltage Distribution Transformer TFR-12-905,
- 28.6 1 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V DP-12-903, LP-12-905
- 29 E-12-903 FILTER COMPLEX MCC-12-902 ONE-LINE DIAGRAM**
- 29.1 1 Low Voltage Motor Control Center, Rating: 208V-600V MCC-12-902
- 29.2 2 ANY Low Voltage AC Electric Motor >50hp, Rating: 208V-600V B-12-402, P-12-712
- 29.3 2 ANY Low Voltage Fused Disconnect Switch, Rating: 208V-600V DS-12-402, DS-12-712
- 29.4 1 Low Voltage Variable Frequency Drive, Rating: 480V VFD-12-452
- 29.5 2 Dry-Type Low Voltage Distribution Transformer TFR-12-906, TFR-12-907
- 29.6 3 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V DP-12-904, LP-12-906, LP-12-907
- 30 E-07-902 MCC-13 ONE-LINE DIAGRAM**
- 30.1 1 Low Voltage Motor Control Center, Rating: 208V-600V MCC-13
- 30.2 2 ANY Low Voltage AC Electric Motor >50hp, Rating: 208V-600V P-07-031, P-07-032
- 30.3 1 Low Voltage Variable Frequency Drive, Rating: 480V VFD-07-301
- 30.4 2 Dry-Type Low Voltage Distribution Transformer TFR-07-090, TFR-07-091
- 30.5 3 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V LP-07-090, LP-07-091
- 30.6 1 Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating: 150A
- 31 E-07-093 MCC-14 ONE-LINE DIAGRAM**
- 31.1 1 Low Voltage Motor Control Center, Rating: 208V-600V MCC-14



## Proposal for Service

- |  |   |   |
|--|---|---|
| 31.2   | 2 | ANY Low Voltage AC Electric Motor >50hp, Rating: 208V-600V P-07-041, P-07-042, P-07-021                                   |
| 31.3   | 1 | ANY Low Voltage Fused Disconnect Switch, Rating: 208V-600V DS-07-021  |
| <b><u>32 E-07-904 MCC-14 ONE-LINE DIAGRAM 2 AND MCC-13 &amp; MCC-14 ELEVATIONS</u></b> |   |   |
| 32.1   | 1 | ANY Low Voltage AC Electric Motor >50hp, Rating: 208V-600V P-07-022   |
| 32.2   | 1 | ANY Low Voltage Fused Disconnect Switch, Rating: 208V-600V  |
| 32.3   | 2 | Low Voltage Variable Frequency Drive, Rating: 480V VFD-07-401, VFD-07-201   |
| <b><u>33 E-06-092 MCC-15 ONE-LINE DIAGRAM 1</u></b>                                    |   |   |
| 33.1   | 3 | Low Voltage Variable Frequency Drive, Rating: 480V VFD-06-504, VFD-06-505, VFD-06-515                                     |
| <b><u>34 E-08-093 MCC-15 ONE-LINE DIAGRAM 2</u></b>                                    |   |   |
| 34.1   | 2 | Dry-Type Low Voltage Distribution Transformer TFR-06-590, TFR-06-591  |
| 34.2   | 2 | ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V LP-06-590, LP-06-591                                   |
| <b><u>35 E-08-094 MCC-15 ONE-LINE DIAGRAM 3</u></b>                                    |   |   |
| 35.1   | 6 | Low Voltage Variable Frequency Drive, Rating: 480V VFD-06-521, VFD-06-522, VFD-06-523, VFD-07-204, VFD-07-304, VFD-07-404 |
| <b><u>36 E-00-031 PLANT POWER DISTRIBUTION MEDIUM VOLTAGE ONE-LINE DIAGRAM</u></b>     |   |   |
| 36.1   |   | PSG1  |
| 36.1.1   | 1 | Medium Voltage Switchgear Lineup, Rating: 15KV PSG1   |
| 36.1.2   | 1 | High Voltage Motor Operated Disconnect Switch BAY1A   |
| 36.1.3   | 7 | ANY Medium Voltage Fused Switch, Rating: GT600V BAY2, BAY3, BAY4, BAY5, BAY6, BAY7, BAY8                                  |
| 36.2   |   | PSG2  |
| 36.2.1   | 1 | Medium Voltage Switchgear Lineup, Rating: 15KV PSG2   |
| 36.2.2   | 1 | High Voltage Motor Operated Disconnect Switch BAY1A   |
| 36.2.3   | 7 | ANY Medium Voltage Fused Switch, Rating: GT600V BAY2, BAY3, BAY4, BAY5, BAY6, BAY7, BAY8                                  |
| 36.3   |   | PDS-01B 4-WAY MEDIUM VOLTAGE SWITCH   |
| 36.3.1   | 1 | Non-Fused Load Break Switch, Rating: 15KV   |
| 36.3.2   | 3 | Fused Load Break Switch, Rating: 15KV   |
| 36.4   |   | PDS-01A 4-WAY MEDIUM VOLTAGE SWITCH   |
| 36.4.1   | 1 | Non-Fused Load Break Switch, Rating: 15KV   |



# Proposal for Service

|         |   |   |
|---------|---|---|
| 36.4.2  | 3 | Fused Load Break Switch, Rating: 15KV     |
| 36.5    |   | PDS-02A 4-WAY MEDIUM VOLTAGE SWITCH       |
| 36.5.1  | 1 | Non-Fused Load Break Switch, Rating: 15KV |
| 36.5.2  | 3 | Fused Load Break Switch, Rating: 15KV     |
| 36.6    |   | PDS-02B 4-WAY MEDIUM VOLTAGE SWITCH       |
| 36.6.1  | 1 | Non-Fused Load Break Switch, Rating: 15KV |
| 36.6.2  | 3 | Fused Load Break Switch, Rating: 15KV     |
| 36.7    |   | PDS-10A 4-WAY MEDIUM VOLTAGE SWITCH       |
| 36.7.1  | 1 | Non-Fused Load Break Switch, Rating: 15KV |
| 36.7.2  | 3 | Fused Load Break Switch, Rating: 15KV     |
| 36.8    |   | PDS-10B 4-WAY MEDIUM VOLTAGE SWITCH       |
| 36.8.1  | 1 | Non-Fused Load Break Switch, Rating: 15KV |
| 36.8.2  | 3 | Fused Load Break Switch, Rating: 15KV     |
| 36.9    |   | PDS-03A 4-WAY MEDIUM VOLTAGE SWITCH       |
| 36.9.1  | 1 | Non-Fused Load Break Switch, Rating: 15KV |
| 36.9.2  | 3 | Fused Load Break Switch, Rating: 15KV     |
| 36.10   |   | PDS-03B 4-WAY MEDIUM VOLTAGE SWITCH       |
| 36.10.1 | 1 | Non-Fused Load Break Switch, Rating: 15KV |
| 36.10.2 | 3 | Fused Load Break Switch, Rating: 15KV     |
| 36.11   |   | PDS-04A 4-WAY MEDIUM VOLTAGE SWITCH       |
| 36.11.1 | 1 | Non-Fused Load Break Switch, Rating: 15KV |
| 36.11.2 | 3 | Fused Load Break Switch, Rating: 15KV     |
| 36.12   |   | PDS-04B 4-WAY MEDIUM VOLTAGE SWITCH       |
| 36.12.1 | 1 | Non-Fused Load Break Switch, Rating: 15KV |
| 36.12.2 | 3 | Fused Load Break Switch, Rating: 15KV     |
| 36.13   |   | PDS-05A 4-WAY MEDIUM VOLTAGE SWITCH       |
| 36.13.1 | 1 | Non-Fused Load Break Switch, Rating: 15KV |
| 36.13.2 | 3 | Fused Load Break Switch, Rating: 15KV     |
| 36.14   |   | PDS-05A 4-WAY MEDIUM VOLTAGE SWITCH       |
| 36.14.1 | 1 | Non-Fused Load Break Switch, Rating: 15KV |
| 36.14.2 | 3 | Fused Load Break Switch, Rating: 15KV     |
| 36.15   |   | PSS-04D                                   |
| 36.15.1 | 1 | Auto-Transfer Switch, Rating: 15KV        |
| 36.16   |   | PSS-03                                    |
| 36.16.1 | 1 | Auto-Transfer Switch, Rating: 15KV        |
| 36.17   |   | PSS-03                                    |



## Proposal for Service

- 36.17.1 1 Auto-Transfer Switch, Rating: 15KV
- 36.18 PSS-10
- 36.18.1 1 ANY Medium Voltage Fused Switch, Rating: GT600V
- 36.18.2 2 Non-Fused Load Break Switch, Rating: 15KV
- 36.19 PSS-10
- 36.19.1 1 ANY Medium Voltage Fused Switch, Rating: GT600V
- 36.19.2 2 Non-Fused Load Break Switch, Rating: 15KV
- 36.20 Medium Voltage Transformers
- 36.20.1 20 ANY Medium Voltage Transformer - Liquid-Filled, Rating: GT600V ST-01B, ST-01A, ST-04D, ST-02A, ST-02B, ST-08A, ST-08B, ST-11A, ST-11B, ST-10, ST-06, ST-03, ST-04A, ST-04B, ST-04C, ST-07, ST-05A, ST-05B, ST-12, ST-12B
- 36.21 XFMR FUSED SWITCHES
- 36.21.1 1 ANY Medium Voltage Fused Switch, Rating: GT600V ST-04C, ST-07, ST-05A
- 36.22 MV ENCLOSED BREAKER
- 36.22.1 1 Feeder - Medium Voltage Air Circuit Breaker, Rating: 1200A SWGR 10A
- 36.23 LV ENCLOSED BREAKER (REMOTE MAIN)
- 36.23.1 2 Circuit Breaker - Insulated Case - Electronic Trip - Primary Injection, Rating: 2000A ST-08A SEC, ST-08B SEC,
- 36.23.2 2 Circuit Breaker - Insulated Case - Electronic Trip - Primary Injection, Rating: 2000A ST-08A SEC, ST-08B SEC,
- 36.23.3 1 Circuit Breaker - Insulated Case - Electronic Trip - Primary Injection, Rating: 1600A ST-07 SEC
- 36.23.4 1 ANY Low Voltage Fused Disconnect Switch, Rating: 208V-600V ST-04C SEC
  
- 37 E-01-092 SWBD-01-000A AND SWBD-01-000B ONE-LINE DIAGRAM**
- 37.1 2 LV Switchgear / LV Switchboard (select additional bkrs), Rating: 208V-600V SWBD-01-000A, SWBD-01-000B
- 37.2 4 Main Breaker - Insulated Case - Fixed Mount - Electronic Trip - Primary Injection, Rating: 800A FROM SWGR 1, GEN FEED, FROM SWGR1, FROM GEN-01-004
- 37.3 6 Feeder Breaker - Insulated Case - Fixed Mount - Electronic Trip - Primary Injection, Rating: 300A FEEDS VFD-01-311, FEEDS VFD-01-312, FEEDS VFD-01-313, FEEDS VFD-01-314, VFD-01-315, VFD-01-316
- 37.4 2 Circuit Breaker - Insulated Case - Electronic Trip - Primary Injection, Rating: 100A MCC-01-001, MCC-01-002
- 37.5 1 ANY Low Voltage AC Generator, Rating: 208V-600V 625KVA GENERATOR
  
- 38 E-11-391 3W PUMP STATION SWBD-11-300 ONE-LINE DIAGRAM 1**



## Proposal for Service

- 38.1 1 LV Switchgear / LV Switchboard (select additional bkrs), Rating: 208V-600V SWBD-11-300 (INCLUDES SMALL BKRS)
- 38.2 2 Main Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 1000A INCOMING FEEDER FROM ST-09A, ST-09B
- 38.3 1 Tie Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 800A TIE BKR
- 38.4 1 Uninterruptible Power System, Rating: 100KVA 50KVA
- 38.5 6 Dry-Type Low Voltage Distribution Transformer TFR-11-101, TFR-11-102, TFR-11-201, TFR-11-202, TFR-11-302, TFR-11-303
- 38.6 5 Low Voltage Enclosed Circuit breakers CB-11-101A, CB-11-101B, CB-11-201A, CB-11-201B, CB-11-302
- 38.7 1 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V TFR-11-102 PNL, TFR-11-202 PNL, TFR-11-302 PNL, TFR-11-303 PNL
- 38.8 3 Auto-Transfer Switch, Rating: 480V MTS-11-101, MTS-11-201, MTS-11-302
- 38.9 3 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V LP-11-101, LP-11-201, LP-11-302

### **39 E-11-392 3W PUMP STATION SWBD-11-300 ONE-LINE DIAGRAM 2**

- 39.1 4 Low Voltage Variable Frequency Drive, Rating: 480V VFD-11-311, VFD-11-321, VFD-11-331, VFD-11-341

### **40 E-06-901 SWBD-15 ONE-LINE DIAGRAM**

- 40.1 1 LV Switchgear / LV Switchboard (select additional bkrs), Rating: 208V-600V SWBD-15
- 40.2 1 Main Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 1600A INCOMING FROM ST-10
- 40.3 3 Feeder Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 400A FEEDS ECP-06-504, FEEDS ECP-06-505, FEEDS ECP-06-515, MCC15 DEWATERING BUILDING
- 40.4 1 Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating: 200A FEEDS MCC9 OLD NON-POT PUMP STATION
- 40.5 3 ANY Low Voltage AC Electric Motor >50hp, Rating: 208V-600V CEN-06-504, CEN-06-505, CEN-06-515

### **41 E-01-901 SWGR1 ONE-LINE DIAGRAM**

- 41.1 1 LV Switchgear / LV Switchboard (select additional bkrs), Rating: 208V-600V SWGR1
- 41.2 2 Main Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 3000A INCOMING FROM ST-01B, INCOMING FROM ST01B
- 41.3 1 Tie Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 3000A TIE BREAKER



## Proposal for Service

- 41.4 6 Feeder Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 150A -1500A (FEEDS MCC-1, DP-01-890, SWBD-01-000A, SWBD-01-000B, MCC-04-600, MCC-2)
- 42 E-03-901 TRICKLING FILTER SERVICE BUILDING SWGR-03-890 ONE-LINE DIAGRAM**
- 42.1 1 LV Switchgear / LV Switchboard (select additional bkrs), Rating: 208V-600V SWGR-03-890
- 42.2 1 Main Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 2000A INCOMING FROM ST-03
- 42.3 6 Feeder Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 600A VFD-03-001, VFD-03-002, VFD-03-003, VFD-03-004, VFD-03-005, MCC-03-891
- 42.4 1 Feeder Breaker - Insulated Case - Fixed Mount - Electronic Trip - Primary Injection, Rating: 1200A 1000KW GENERATOR
- 42.5 5 Low Voltage Variable Frequency Drive, Rating: 480V VFD-03-001, VFD-03-002, VFD-03-003, VFD-03-004, VFD-03-005
- 43 E-05-901 SWGR-05-000A AND SWGR-05-000B ONE-LINE DIAGRAMS**
- 43.1 2 LV Switchgear / LV Switchboard (select additional bkrs), Rating: 208V-600V SWGR-05-000A, SWGR-05-000B
- 43.2 1 Main Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 1600A INCOMING FROM SWGR-05-000B
- 43.3 3 Feeder Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 400A VFD-05-001, VFD-05-003, VFD-05-005
- 43.4 4 Main Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 2000A INCOMING FROM ST-05A, ST-05B, TIE
- 43.5 3 Feeder Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 800A VFD-05-002, VFD-05-004, TO MCC-05-01, SWGR-05-000A1B,
- 43.6 5 Low Voltage Variable Frequency Drive, Rating: 480V VFD-05-001, VFD-05-003, VFD-05-005, VFD-05-002, VFD-05-004,
- 44 E-07-901 SWGR-07 ONE-LINE DIAGRAM**
- 44.1 1 LV Switchgear / LV Switchboard (select additional bkrs), Rating: 208V-600V SWGR-07
- 44.2 1 Main Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 1600A INCOMING FROM PSS-07
- 44.3 2 Feeder Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 400A -600A MCC13, MCC14
- 45 E-08-901 SWGR-08-000 ONE-LINE DIAGRAM**
- 45.1 1 LV Switchgear / LV Switchboard (select additional bkrs), Rating: 208V-600V SWGR-08-000
- 45.2 2 Main Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 2000A INCOMING ST-8A, INCOMING ST-8B



## Proposal for Service

- 45.3 1 Tie Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 1600A  
TIE BKR
- 45.4 4 Feeder Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 600A  
-800A (FEEDS MCC-08-001, MCC-08-005A, MCC-08-002, MCC-08-005B)
- 46 E-12-901 FILTER COMPLEX SWGR-12-900 ONE-LINE DIAGRAM**
- 46.1 1 LV Switchgear / LV Switchboard (select additional bkrs), Rating: 208V-600V SWGR-12-900
- 46.2 3 Main Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 3200A  
INCOMING FROM ST-12A, TIE, ST-12B
- 46.3 7 Feeder Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 300A  
-1200A (FEEDS VFD-12-101, VFD-12-103, P-12-105, MCC-12-901, MCC-12-902,  
VFD-12-102, VFD-12-104)
- 46.4 4 Low Voltage Variable Frequency Drive, Rating: 480V VFD-12-101, VFD-12-103, VFD-12-102,  
VFD-12-104
- 47 E-00-033 POWER DISTRIBUTION PRIMARY AREA SUBSTATION SWGR2 ONE-LINE  
DIAGRAM**
- 47.1 1 LV Switchgear / LV Switchboard (select additional bkrs), Rating: 208V-600V SWGR 2
- 47.2 3 Main Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 1600A  
INCOMING FROM ST-02A, INCOMING FROM ST-02B, TIE
- 47.3 7 Feeder Breaker - Insulated Case - Draw-out - Electronic Trip - Primary Injection, Rating: 200A  
-900A FEEDER BREAKERS
- 48 E-00-600 STORAGE BUILDING PANEL SCHEDULE AND ONE LINE DIAGRAM**
- 48.1 1 ANY Low Voltage Fused Disconnect Switch, Rating: 208V-600V SERVICE DISCONNECT
- 48.2 1 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V DP-00-601 480V
- 48.3 1 Dry-Type Low Voltage Distribution Transformer
- 48.4 1 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V LP-00-602
- 49 E-02-902 PRIMARY SLUDGE PUMP STATIONS DP-02-007 ONE-LINE DIAGRAM**
- 49.1 1 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V DP-02-007
- 49.2 1 Dry-Type Low Voltage Distribution Transformer TFR-02-700
- 49.3 1 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V LP-02-700
- 50 E-04-594 SECONDARY SLUDGE PUMP STATION DP-04-001A AND DP-04-001B POWER  
ONLINE DIAGRAM**
- 50.1 1 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V DP-04-001A
- 50.2 3 Low Voltage Variable Frequency Drive, Rating: 480V VFD-04-412, VFD-04-452, VFD-04-510,



## Proposal for Service

|      |   |   |
|------|---|---|
| 50.3 | 2 | ANY Low Voltage AC Electric Motor >50hp, Rating: 208V-600V P-04-412, P-04-452         |
| 50.4 | 1 | ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V DP-04-001B         |
| 50.5 | 2 | ANY Low Voltage AC Electric Motor >50hp, Rating: 208V-600V P-04-432, P-04-472         |
| 50.6 | 3 | Low Voltage Variable Frequency Drive, Rating: 480V VFD-04-432, VFD-04-472, VFD-04-530 |

### **51 E-04-594 SECONDARY SLUDGE PUMP STATION DP-04-002A AND DP-04-002B POWER ONE-LINE DIAGRAM**

|      |   |  |
|------|---|--|
| 51.1 | 1 | ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V DP-04-002A          |
| 51.2 | 3 | Low Voltage Variable Frequency Drive, Rating: 480V VFD-04-422, VFD-04-482, VFD-04-540, |
| 51.3 | 2 | ANY Low Voltage AC Electric Motor >50hp, Rating: 208V-600V P-04-412, P-04-452          |
| 51.4 | 1 | ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V DP-04-002A          |
| 51.5 | 3 | Low Voltage Variable Frequency Drive, Rating: 480V VFD-04-442, VFD-04-482, VFD-04-540  |
| 51.6 | 2 | ANY Low Voltage AC Electric Motor >50hp, Rating: 208V-600V P-04-442, P-04-482          |

### **52 E-04-693 BLOWER BUILDING DP-04-600A AND DP-04-600B POWER ONE-LINE DIAGRAM**

|      |   |   |
|------|---|---|
| 52.1 | 1 | ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V DP-04-600A |
| 52.2 | 1 | ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V DP-04-600B |

### **53 E-12-904 FILTER COMPLEX DP-12-903**

|      |   |  |
|------|---|--|
| 53.1 | 1 | ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V DP-12-903 |
|------|---|--|

### **54 E-12-905 FILTER COMPLEX DP-12-904**

|      |   |  |
|------|---|--|
| 54.1 | 1 | ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V DP-12-903 |
|------|---|--|

### **55 E8026 - COGENERATION RELAYING SCHEMATIC**

|      |   |  |
|------|---|--|
| 55.1 | 1 | LV Switchgear / LV Switchboard (select additional bkrs), Rating: 208V-600V SWGR 10B                                      |
| 55.2 | 3 | GE Multilin SR489 - Generator Management Relay EG8031, EG8033,   |
| 55.3 | 1 | GE Multilin SR750 - Feeder Management Relay STATION LOADS MCC 16   |
| 55.4 | 2 | ANY Low Voltage AC Generator, Rating: 208V-600V EG8031, EG8033, EG8032   |
| 55.5 | 4 | Feeder Breaker - Insulated Case - Fixed Mount - Electronic Trip - Primary Injection, Rating: 2500A 52G1, 52G2, 52G3, 52A |

### **56 TRAILER DRAWING SHEET E1.2**

|      |   |  |
|------|---|--|
| 56.1 | 1 | ANY Low Voltage Fused Disconnect Switch, Rating: 208V-600V DISCONNECT SWITCH |
| 56.2 | 1 | Dry-Type Low Voltage Distribution Transformer 75KVA XFMR                     |
| 56.3 | 1 | ANY Low Voltage Fused Disconnect Switch, Rating: 208V-600V 400A              |



# Proposal for Service

56.4 1 ANY Low Voltage Panel Board (breakers included), Rating: 208V-600V PANEL 'A'

## 5.0 POWER SYSTEM ANALYSIS

### 5.1 Short Circuit Study

Using the model created from the data acquisition, a short circuit study will be performed for the electrical systems within the project scope. The short circuit study will be summarized in a table that compares the available fault currents to the withstand rating of the equipment and devices within the study. Equipment which is operated beyond the design specification will be identified.

### 5.2 Protective Device Coordination

Using the fault currents calculated in the short circuit study, the existing protective device coordination will be analyzed. In addition to "as found" settings, recommendations will be made for new settings or equipment upgrades to allow for adequate coordination. The recommended coordination will be shown with tables of settings and time-current-characteristic (TCC) curve sets. The TCC's will include simplified single-line diagrams and settings for the devices on each set.

### 5.3 Arc Flash

Using the fault currents calculated in the short circuit study and the protective device coordination study, the Arc Flash Hazard Analysis will be performed, in accordance with NFPA 70E, Standard for Electrical Safety in the Workplace and IEEE 1584. Unless otherwise specified and where applicable, the arc flash analysis will include no more than 2 system modes of operations (one if complex) as the basis to calculate and label the worst case incident energy value.

### 5.4 Report

The results of the Arc Flash and power system study will be summarized in a final report that includes the following sections:

- Executive summary and recommendations
- Description, purpose, basis and scope of the study plus a simplified single-line diagram of the portion of the power system that is included within the scope of study. AutoCAD compatible outputs are available.
- Equipment summary list with tabulations of circuit breaker, fuse and other equipment ratings compared to calculated short-circuit duties and commentary regarding each.
- Protective device time versus current coordination curves, tabulations of relay and circuit breaker trip settings, fuse selection and commentary regarding each.
- Fault-current tabulations including a definition of terms and a guide for interpretation.
- Tabulation of appropriate tap settings for relay seal-in units.
- The Arc Thermal Performance Value (ATPV) in calories/cm<sup>2</sup> at each location analyzed within the scope for selection of Personal Protective Equipment to provide arc flash protection. The tabulated formal report will discuss engineering methods used to derive ATPV from data collected. The results will be discussed as required via conference call.



## Proposal for Service

### 6.0 CUSTOMER RESPONSIBILITIES

In support of the project described herein, we ask that City of Englewood WWTP provide the following:

#### 6.1 Drawings

Access to complete and up-to-date single line diagrams.

#### 6.2 Access

Access to equipment for inspection and data collection in a timely manner. This includes providing a man lift or other equipment with a qualified operator as required.

#### 6.3 Personnel

Unless otherwise specified, the customer shall provide qualified personnel trained in arc flash protection with appropriate arc flash personal protective equipment (PPE) to locate and gain access to energized electrical conductors and circuit parts required for ERS to perform the proposed scope of work. Such personnel must be trained to work within the Limited Approach Boundary of exposed electrical conductors and circuit parts operating at 50 volts or more. Delays incurred by ERS due to personnel that do not meet these requirements will be billed at our published rates.

#### 6.4 Notice

Four weeks' prior notice to project commencement.

#### 6.5 Utility Data

Utility fault duty and protection data at the beginning of project implementation. This information is essential for accurate completion of the project. Please complete attached utility data form.

#### 6.6 Protective Device Settings

Determine which protective device settings ("as-found" or "recommended") are to be used for printing of the labels. If City of Englewood WWTP chooses to use a combination of "as-found" values and some "recommended" values after the report review, additional work will likely be required. Any additional revisions or reviews will be at an additional cost. ERS can provide pricing for this additional scope of work at the request of City of Englewood WWTP.

**Note:** Arc flash labels created based on any "recommended" settings cannot be installed after City of Englewood WWTP has provided written confirmation that the "recommended" settings adjustments and testing has been performed.

#### 6.7 Draft Report

Provide comments and/or feedback on the draft report during the report review process or provide notification that additional feedback will be provided prior to the issuance of final report. ERS will issue the revised report one time and will consider that as the final report. Any additional revisions or reviews thereafter will be at an additional cost. ERS can provide pricing for this additional scope of work at the request of City of Englewood WWTP.



# Proposal for Service

## 7.0 PROJECT COST

### 7.1 Scope of Work

Data collection, short circuit, coordination and arc flash studies, report, label production and label installation listed in the Scope section of this proposal based on labor provided at standard straight time work hours (8:00 am – 5:00 pm Monday through Friday excluding holidays) exclusive of taxes:

**Total price for above scope of work .....\$ 53,528.00**

The price above is based on assumption of accuracy of the electrical system data supplied to ERS by City of Englewood WWTP (e.g. single-line diagram, equipment list or other source). Any unplanned time necessitated by inaccuracies in the information provided by City of Englewood WWTP due to restricted site access, due to deficiencies discovered or failure of City of Englewood WWTP to follow OSHA 1910 and NFPA 70E safety guidelines (e.g. safety equipment, procedures) will result in a work stoppage additionally billed on a time and material basis in accordance with our current published rates for applicable class of service.

### 7.2 Optional Services (Not Included in 7.1)

**Electrical Workplace Safety Training** - ERS Training Services can provide one 8-hour class for up to 12 people in accordance with NFPA 70E and OSHA 1910.269 as detailed in the attached course outline.

**Total price for above optional scope of work .....\$4750.00**

**Application of 'In Conjunction' Ratings** - Upon customer request ERS can identify and accept NRTL-based 'in conjunction' or similar combination ratings. However, since it may not be obvious that 'in conjunction' or similar combination ratings apply (especially if it is not clearly marked on the equipment), the customer will need to identify any such ratings at the beginning of project implementation. Where combination ratings are used, the customer retains responsibility to confirm that any such ratings are acceptable to the applicable jurisdictional authority.

**Customized Training** - ERS Training Services can provide customized training (e.g. safe switching procedures, preventive maintenance and testing) and consulting services (e.g. skills assessment, safety policy development review). These services are developed based specified customer requirements.

**Settings & Maintenance** - ERS can adjust relay settings, implement recommended breaker settings per the study, and perform testing and maintenance on protective devices (e.g. relays, breakers) to support any specific requirements identified by City of Englewood WWTP on a time and material basis.

**Payment Terms: Net 30 days from receipt of invoice.**

**Progress payment will apply.** Invoices will be issued at specific project milestones for substantial completion of work by site (e.g. building, plant, substation).

| <u>Milestone</u>                | <u>% Payment Due Date</u> |
|---------------------------------|---------------------------|
| Completion of Data Collection   | 50% of Project Price      |
| Completion of Engineering Study | 45% of Project Price      |



## Proposal for Service

Print & Install Labels

5% of Project Price

Any optional work scope will be billed 100% at time of completion of those services.

### 8.0 CLARIFICATIONS AND ASSUMPTIONS

#### 8.1 Standby Time

Any unplanned standby time necessitated by City of Englewood WWTP operating conditions will be additionally billed on a time and material basis in accordance with straight, overtime or premium rates.

#### 8.2 Additional Analysis

Any additional analysis beyond the scope to adjust incident energy levels or categories of personal protective equipment can be provided at City of Englewood WWTP request and will be supplied on a fixed price basis.

#### 8.3 Methodology

Unless otherwise noted, this study will be limited to equipment meeting the applicability provisions of the IEEE 1584 Standard. In accordance with IEEE 1584, "The arc-flash hazard need only be considered for large 208 volt systems: systems fed by transformers smaller than 125 kVA should not be a concern." Additionally ERS will include calculations at 208 volts for smaller than 112.5 kVA transformers. For 208 volt equipment fed from transformers smaller than 112.5 kVA, ERS can provide generic Category 1 labels based on the task tables in NFPA 70E 2012.

Labels will be provided for all Variable Frequency Drives (VFD) line side No labels will be provided load side  
Labels will be provided for disconnects on motors 50HP and greater

Labeling and evaluation of equipment not meeting the above applicability descriptions can be provided at the request of City of Englewood WWTP for an additional charge.

Pricing is based on analysis of the devices listed in the scope of work, section 4.0 that require incident energy calculations and the number of devices that require labels. Simplified single-line diagrams will be based on these criteria and produced in the format of the system analysis software. Electronic output in AutoCAD format is available upon request.

#### 8.4 Series Ratings

ERS will accept the "Tested Series Combination" ratings where NRTL documentation exists and the upstream and downstream equipment are labeled per NEC 110.22(C). ERS will not accept or provide an "Engineered Series Combination" rating (also known as the "up-over-and-down" rating method) per NEC 110.22(B) and 240.86(A). For projects where equipment has not yet been installed, ERS requests that the customer identify any series ratings at the beginning of project implementation. Failure to do so could result in re-work and additional charges. Where series ratings are used, the customer retains responsibility to confirm that any such ratings are acceptable to the applicable jurisdictional authority.

#### 8.5 Standard Labels

Unless otherwise specified, a single label will be provided for each three phase switchboard, panelboard, motor control center, medium voltage switchgear lineup, fused switch and automatic transfer switch. Duplicate labels for each device are not included.



## Proposal for Service

### 8.6 Warning Labels

In addition to the arc flash labels described above, special warning labels will be provided for underrated equipment and for equipment located downstream from underrated equipment. Such labels will include the following statements: **ENERGIZED WORK PROHIBITED --IMMEDIATE CORRECTIVE ACTION IS NEEDED. THE OVERCURRENT PROTECTIVE DEVICE AT OR PROTECTING THIS LOCATION IS NOT RATED TO WITHSTAND THE MAXIMUM AVAILABLE FAULT CURRENT. CONSEQUENTLY, THE PROTECTIVE DEVICE MAY FAIL CATASTROPHICALLY AND THE ARC FLASH INCIDENT ENERGY THAT COULD BE RELEASED AT THIS LOCATION IS UNKNOWN.**

### 8.7 Bus Duct

For bus duct applications, both ends of the bus will be analyzed and the worst-case condition will be used to label the bus run where accessible on the following basis:

- At approximately 25 foot intervals for industrial facilities
- Once per floor for commercial buildings such as hospitals, data centers, educational institutions and high rise buildings.

### 8.8 Disconnects

Normally an arc flash label should be affixed to all disconnects located between an arc flash labeled device and any 3-phase load downstream of such equipment (since it is likely that energized work may take place at such disconnects). Where customer single-line drawings show the existence of disconnect switches, our standard approach will be to provide for arc flash labeling of such disconnects. Whether the project involves new or existing construction, if such disconnects exist but are not shown on the customer single-line drawings, our proposal will not normally include the creation or affixing of arc flash labels to these disconnects. However, ERS can provide pricing for this additional scope of work at the request of City of Englewood WWTP. Note: If the disconnect enclosure is small and there is inadequate space on the enclosure to accommodate an arc flash label, it may be necessary to attach a plastic placard to the enclosure using tie wraps or similar application and affix the arc flash label to the plastic placard.

### 8.9 Relays

Only the setting relevant to the applicable overcurrent protection elements will be included in the study analysis for all multi-function complex protective relays, unless otherwise specified. All other relay settings (logic, control, display, communication, etc.) involve design issues and are beyond the scope of this study. ERS can provide pricing for this additional scope of work at the request of City of Englewood WWTP.

### 8.10 Emergency Equipment

Where systems include UPS units, automatic transfer switches, emergency generators or other similar back up equipment, only the normal system configuration will be evaluated unless otherwise specified.

**Important Note:** This approach assumes the customer has a policy in place that requires all automatic back-up equipment to be disabled or set to manual before any work is performed on energized equipment. Should City of Englewood WWTP prefer an alternate approach which requires analysis of additional system configurations, ERS can provide pricing for this additional scope of work at the request of City of Englewood WWTP.



## Proposal for Service

### 8.11 Site Conditions

When a site walk is performed, every effort is made at time of proposal to identify unique conditions that may impact access and the timely collection of device and conductor data in accordance with ERS safety procedures. When only drawings are provided, this information is generally not available. If it is later determined that access is restricted or prohibited, ERS will notify City of Englewood WWTP to discuss alternate solutions and a revised scope of work.

### 8.12 Switching

ERS shall not perform energized switching of any electrical distribution equipment as part of this or any other Scope of Work without a signed Switching Agreement relieving ERS of any and all liability associated with such switching activity.

### 8.13 Project Specific

- This workscope includes Emerson ERS to cover all of the data collection process including providing personnel to remove panelboard covers. Please note in some instances it will merit assistance from Littleton/Englewood WWTP personnel to remove panelboard covers.
- This workscope includes Emerson ERS to provide and install labels. Also this proposal includes ERS to adjust relay settings and implement recommended breaker settings per the study with the assistance of Littleton/Englewood WWTP personnel.
- This workscope includes Emerson ERS to identify equipment in the field with expired testing certification stickers, equipment deficiencies, NEC violations, and other conditions that may present hazards. These notations are to be included in the system study report.
- This workscope includes the "project backup" SKM files from SKM powertools for windows version 7.0.2.8
- This workscope is to include all switching scenarios provided by the client.

## 9.0 TERMS AND CONDITIONS

### 9.1 Confidential Information

The information contained in this proposal is considered to be of a confidential and proprietary nature, the rights of which belong to ERS and are protected under copyright and trade secret laws. This information is being provided to the purchaser to evaluate ERS's proposal and performance should a contract be awarded to ERS. Neither this proposal nor any information contained therein nor any proprietary information furnished pursuant thereto, shall be disclosed to others or used for any purpose other than set forth above without the prior written approval of Electrical Reliability Services, Inc. This proposal is subject to the Colorado Open Records Act.

### 9.2 General Provisions

All work shall be performed in accordance with ERS Terms and Conditions, which are attached to this proposal. No other terms and conditions are acceptable unless agreed to by ERS in writing.



Emerson Network Power, Electrical Reliability Services - Proprietary  
Proposal No. EMR-14003763  
Customer: City of Englewood WWTP



## Proposal for Service

### 9.3 Expiration of Proposal

This proposal shall remain valid for 60 days from the date of issue. Please allow four weeks notice prior to start date of the proposed scope of work.



Emerson Network Power, Electrical Reliability Services - Proprietary  
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 Customer: City of Englewood WWTP



# Proposal for Service

**Purchase Order must be assigned to:**

Electrical Reliability Services, Inc.  
 610 Executive Campus Dr  
 Westerville OH 43082

**Payment Remittance address:**

Electrical Reliability Services, Inc.  
 24865 Network Place  
 Chicago, IL 60673-1248

FID# 94-1742896

**PO should be mailed to:**

Electrical Reliability Services, Inc.  
 7100 Broadway  
 Denver, CO 80221  
 Attn: Dale Lay.

**Please provide the following information:**

|                             |  |
|-----------------------------|--|
| Purchase Order Number*:     | Phone:   |
| Billing Contact Person:     | Fax:   |
| Person Authorizing Payment: | Phone:   |
| Billing Company Name:       | Federal Tax ID:                                    |
| Billing Address:            | Taxable? Yes / No                                  |
| Billing City, ST Zip:       | If non-taxable, fax copy of tax exempt certificate |
| Site Contact Person:        | Phone:   |



Emerson Network Power, Electrical Reliability Services - Proprietary  
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# Proposal for Service

\* If a Purchase Order is provided, a hard copy must be included.



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