

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, March 2, 2015
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 February 17, 2015.
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. Phil Gilliam, an Englewood resident, will be present to discuss the City of Englewood's budget.
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment.
8. Communications, Proclamations, and Appointments.

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

9. Consent Agenda Items

- a. Approval of Ordinances on First Reading.
- b. Approval of Ordinances on Second Reading.
 - i. Council Bill No. 3, authorizing the application for and acceptance of the Victim Assistance Law Enforcement (VALE) grant funding for 2015 in the amount of \$19,398.00.
 - ii. Council Bill No. 4, authorizing the renewal of an intergovernmental agreement with the Department of Revenue, Division of Motor Vehicles, Title and Registration Section for the State of Colorado.
 - iii. Council Bill No. 6, authorizing the renewal of an intergovernmental agreement with Colorado State University for a cooperative research project on the land application of wastewater biosolids to dryland wheat farming operations.
 - iv. Council Bill No. 7, authorizing the renewal of an intergovernmental agreement for joint funding with the U.S. Geological Survey for two gauging stations and one monitoring station.
- c. Resolutions and Motions.
 - i. Recommendation from the Public Works Department to approve a resolution modifying the Public Works Right-of-Way permit fee schedule **Staff Source: Dave Henderson, Deputy Public Works Director.**
 - ii. Recommendation from the Water and Sewer Board and the Utilities Department to approve a resolution authorizing a Granular Activated Carbon Lease Agreement for two filter for thirty months with Calgon Carbon Corp., the lowest acceptable bidder, in the amount of \$276,647.55. **Staff Source: Tom Brennan, Engineer IV.**
 - iii. Recommendation from the Water and Sewer Board and the Utilities Department to approve, by motion, the purchase of water meters and electronic remote transmitters. Staff recommends purchasing the equipment from National Meter and Automation, Inc. in the amount of \$84,254.36 in conjunction with Denver Water's purchase to ensure the best quantity price. **Staff Source: Stewart H. Fonda, Director of Utilities.**
 - iv. Recommendation from the Public Works Department to approve, by motion, a construction contract for the Recreation Center HVAC replacement equipment. Staff recommends awarding the contract to the lowest acceptable bidder, Colorado Mechanical Systems Inc., in the amount of \$594,800 [Contingent on approval of 11 c ii]. **Staff Source: Michael Hogan, Facilities and Operations Manager.**

10. Public Hearing Items. (None Scheduled)

11. Ordinances, Resolutions and Motions.
 - a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 5 – Recommendation from the Parks and Recreation Department to adopt a bill for an ordinance authorizing an amendment to the current intergovernmental agreement with the Englewood Public Schools to include scheduling and maintenance of the tennis courts. **Staff Source: Jerrell Black, Parks and Recreation Director and Dave Lee, Open Space Manager.**
 - b. Approval of Ordinances on Second Reading.
 - c. Resolutions and Motions.
 - i. Recommendation from the Water and Sewer Board and the Utilities Department to approve a resolution approving a bid for the Allen Water Plant Roofing Replacement project to Alpine Roofing Company, Inc., the lowest technically acceptable bidder, in the amount of \$481,939. **Staff Source: Tom Brennan, Engineer IV.**
 - ii. Recommendation from the Finance and Administrative Services Department to approve a resolution authorizing a transfer from the General Fund to the Public Improvement Fund for the Dartmouth Bridge Project, in the amount of \$1,500,000, and the Recreation Center HVAC repair, in the amount of \$326,000. **Staff Source: Frank Grylewicz, Director of Finance and Administrative Services.**
12. General Discussion.
 - a. Mayor’s Choice.
 - b. Council Members’ Choice.
13. City Manager’s Report.
14. City Attorney’s Report.
15. Adjournment.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 3
INTRODUCED BY COUNCIL
MEMBER OLSON

AN ORDINANCE AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A VICTIM ASSISTANCE LAW ENFORCEMENT (VALE) GRANT FROM THE VICTIM ASSISTANCE LAW ENFORCEMENT BOARD OF THE 18TH JUDICIAL DISTRICT.

WHEREAS, the City of Englewood Police Department applied for funding under the VALE Grants Program to be used for funding the Victim/Witness Program in the Englewood Municipal Court; and

WHEREAS, the Victim/Witness Program in the Englewood Municipal Court has served the victims of domestic violence since 1990; and

WHEREAS, the Englewood City Council authorized the 2014 VALE Grant acceptance by the passage of Ordinance No. 8, 2014; and

WHEREAS, the staff seeks Council approval of an Ordinance authorizing the application for and, if granted the acceptance of a 2015 VALE grant in the amount of \$19,398.00, for the period of July 1st, 2015 to June 30th, 2016.

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 application for and acceptance of the VALE Grant and accompanying intergovernmental agreement, a copy of which is marked as "Exhibit A" and attached hereto.

Section 2. The Mayor is hereby authorized to sign said VALE Grant and accompanying intergovernmental agreement on behalf of the City of Englewood.

Section 3. The funds for the VALE grant come from fines assessed by the Colorado 18th Judicial District. No Federal funds will be used.

Introduced, read in full, and passed on first reading on the 17th day of February, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 19th day of February, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 18th day of February, 2015 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of March, 2015.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2015, on the 5th day of March, 2015.

Published by title on the City's official website beginning on the 4th day of March, 2015 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 2015.

Loucrishia A. Ellis

For Official Use Only:

Date Received _____
Project Duration _____ to _____
No
Date of Board Review _____

Application Number _____
Previously Funded Yes No
Approved _____ Denied _____

V/S or L/E
All Materials Included Yes
Award Amount _____

VICTIM ASSISTANCE AND LAW ENFORCEMENT GRANT APPLICATION

18th Judicial District
6450 S Revere Pkwy
Centennial, CO 80111
(720) 874-8608

Please be advised that the board may revoke any contract/grant if used inappropriately. Application must be typed or printed in black ink. Applications must be copied on both sides (duplex). All application pages must be numbered. Please submit one original and eight copies of your application. Limit application to 12 pages including cover sheet and signature page, but excluding attachments. Do not use a font any smaller than 12 point.

I. APPLICANT AGENCY Englewood Police Department
II. PROJECT TITLE Victim/Witness Advocate
Project Director Nancy Wenig
Phone 303-762-2452 Fax 303-783-6902
Address 3615 S. Elati St Englewood, CO 80110

E-mail: _____

Web page <http://www.englewoodgov.org/Index.aspx?page=487>

III. AMOUNT REQUESTED \$19,398.00

IV. NON-PROFIT STATUS: Yes No In Progress
Tax ID Number _____

GOVERNMENT AGENCY: YES NO

V. REQUIRED ATTACHMENTS (Include with all copies):

- A. Budgets
 - 1. Agency Budget (Waived for governmental agencies)
 - 2. Victim Assistance Program Budget
 - 3. Itemized Project Budget (must include budget narrative)
- B. Copy of 501(c) (3) IRS Tax Ruling (if applicable)
- C. Listing of Board of Directors and Key Officers
- D. Copy of current Financial Statement and Audit Report – (Waived for governmental agencies) (Attach to original copy only)
- E. Management Letter from Auditor – (Waived for governmental agencies)
- F. Random Sampling of Client Satisfaction Surveys
- G. If you are requesting a full or part-time position, you must attach your agency's classification of that position and job description
- H. Resume of program/project administrator

APPLICATIONS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED
(10/2009)

SECTION A: PROJECT CONCEPT/DESIGN

1. Description of the applicant agency:

Englewood Police Department provides emergency response to crime and non-crime incidents within the City of Englewood as the primary law enforcement agency for the City.

2. Substantiate or quantify the problem your program is designed to address within this community, i.e. factually or with other supportive documentation.

Englewood Victim Assistance provides the Victim/Witness Advocate to assist victims of domestic violence for the Englewood Municipal Court. This position is currently held by Nicole Maynard.

3. Description of the project, which would be funded by VALE, funds in the 18th Judicial District. (Be specific regarding what services VALE funds will provide to this community.)

The Victim/Witness Advocate for the Englewood Municipal Court will provide support for victims of domestic violence through the Court process. The position also ensures that victims are informed of their Rights under the Victim Right's Act and assists in providing those Rights. During the period from July 1, 2013 to June 30, 2014 there were 250 victims of domestic violence served in the Municipal Court. The Victim/Witness Advocate assists victims at arraignments, penalty hearings, probation reviews, motions hearings, show cause hearings, and trials. Ms. Maynard also contacted victims through telephone calls, personal appointments, and letters. These contacts are to answer questions, inform victims of their Rights, and to discuss needs. We expect the need for services to remain the same, or increase, for this upcoming Grant cycle.

4. A. Identify and describe the project's goals and objectives. Your objectives must be measurable and specific.

- To provide a Victim/Witness position to ensure support for victims of domestic violence through the Court process according to the standards set forth in the Victim Rights Act.
- To ensure that victims in the Englewood Municipal Court are informed of their Rights under the Victim Rights Act.
- To provide follow-up with victims after Court.
- To educate victims of the dynamics of domestic violence.
- To provide referrals to appropriate community resources such as Victim Compensation, counseling, legal or financial assistance.
- To maintain contact with agencies or individuals such as Victim Compensation, Interfaith Task Force, Human Services, shelters and therapists to maintain up-to-date resources available to the victim.
- To work closely with the probation officer to be sure that the goals of therapy are being met and the needs of the victim are being considered.

(Section A question 4. A. continued)

- To keep a client "check list" form for each domestic violence client served. This checklist will include referrals made, Victim Compensation application given, therapists suggested and restitution requests.
- To maintain Court information, brochures and referral resources for clients from various ethnic backgrounds using translation and counseling services listed in our Resource Book.

B. What is your timetable and work plan for accomplishing your objectives?

Our timeline is ongoing.

5. A. Address what problems, if any, you anticipate in implementing the program/ project goals and objectives.

There has been a lot of staff turnover in the Municipal Clerk's Office. This has made receiving timely notification of Court procedure more difficult. The Victim Assistance program has made a considerable effort to provide education and training to the new staff. We anticipate that there will be times that the Advocate will not be notified of hearings or change in status. In order to be kept best involved, we will be reviewing the docket more frequently in an effort to keep apprised of the status of cases.

B. How do you plan to resolve these problems?

Victim Assistance has an excellent working relationship with the Prosecutor's Office and the Court. Victim Assistance is part of a collaborative effort to solve the problem and represent victims in the solution. This includes constant conversations with all parties to ensure victims are being kept informed and considered in the solutions.

SECTION B: SERVICE INFORMATION

1.A. Define the population and geographic area targeted for services through this project.

This program will be available to all victims of domestic violence who are victimized in Englewood and whose case is heard in the Englewood Municipal Court.

B. If the project is not located entirely in the 18th Judicial District, what percentage of services would be for victims and witnesses in the 18th Judicial District?

The project is located entirely in the 18th Judicial District.

2. A. Include a brief description of how the project strives to provide culturally competent services. Cultural competence is defined as a *process* in which an agency continuously strives to

achieve the ability to work effectively within the cultural context of an individual or community from a diverse culture/ethnic background. If the project does not now strive to offer culturally competent services, how will you do this in the coming grant period? Include cultural competency efforts in the goals and objectives in Section A, question 4.

- We use the services of the Translation and Interpreting Center for translations in Court to include spoken languages as well as sign language.
- The Court is equipped with a FM system for people who are Deaf or Hard of Hearing.
- All of the Court information is translated into Spanish. We have a Spanish speaking translator for Court hearings which are scheduled once a month for all the Spanish speaking clients.
- We have available a list of agencies from many ethnic backgrounds and are constantly updating this list. Examples include: Asian Pacific Development Center, DOVE, CHAI, Servicios de la Raza, and Muslim Family Services.
- We have packets designed specifically for the Gay, Lesbian, Bisexual, Transgendered, Queer population and the unique dynamics presented.
- We have packets designed to address male victims.

In addition to providing information in native languages, the program strives to provide culturally competent services by attending trainings and meetings to update the Advocates. Ms. Maynard and Ms. Wenig have attended several trainings, provided by the Colorado Coalition Against Domestic Violence and the Colorado Organization for Victim Assistance, on culturally appropriate responses and interventions. Ms. Maynard and Ms. Wenig take advantage of training opportunities to further cultural competence and the conversation continues within the Victim Assistance Unit and the Department as a whole. This information is then incorporated into the packet for victims.

3. A. What number of people is in need of the services as proposed by this project?
(Identify source of information).

From July 1, 2013 to June 30, 2014, there were 78 new victims and 250 total victims served in the Municipal Court as documented by Court records. The Victim/Witness Advocate attempts to contact all those whose lives are impacted by domestic violence, identified by either offense reports or incident reports. During this time period, Ms. Maynard contacted 124 people affected by domestic violence outside of the Court process. These victims made contact with the Police Department and the incident did not rise to the level of an arrest; however, services were offered to these victims. Historically, these numbers remain similar and we anticipate the same level of need for the upcoming Grant cycle.

B. What number of people are currently being served in the 18th Judicial District and how?
(Identify source of information.) *Explain how you report client numbers and service numbers.*

At present, there are approximately 255 domestic violence cases active in the Municipal Court and approximately 115 victims being served from 2014 and previous years. Each month, approximately 10 cases are finalized; hence, the number of active cases is constantly changing. Ms. Maynard keeps a written record of all client contacts. At any point during the case, a victim may require notification or intervention. There are approximately 15 to 20 new cases each month.

C. *What percent of the victims you serve are monolingual Spanish speakers?*

There are approximately 2% monolingual Spanish speaking victims. One afternoon per month is designated as a Spanish-speaking docket. All of the Spanish-speaking domestic violence cases are set on this docket. The Victim/Witness Advocate has access to an interpreter and is able to interview victims.

D. *How will your project diminish or eliminate any duplication of services?*

There are no similar services available through the Municipal Court. This program is designed to refer victims to agencies that are providing services outside of the scope of this program to avoid duplication of services. Each victim is matched with referral resources that meet her or his needs.

E. *How will you coordinate services with similar or like programs?*

The program is designed to refer victims to services that will respond to their specific needs. Through appropriate referral, each victim is matched with referral resources that meet her or his needs. Ms. Maynard continuously networks with other agencies and advocates in order to better coordinate services when needed.

4. *Define the management plan for the program/project. Identify specifically who will:*

- be responsible for daily operations
- be accountable for the expenditure of grant funds.
- Include the resume of program/project administrator

The Victim Services Coordinator, Nancy Wenig is the coordinator and supervisor of the project. The Victim/Witness Advocate, Nicole Maynard, submits a daily record of court activity to Ms. Wenig which includes victim name, referrals made, victim compensation information, restitution requests, and any other pertinent information. Ms. Wenig is responsible for the expenditure of the grant funds under the supervision of the Chief of Police, John Collins, and the Director of Finance, Frank Gryglewicz.

5. *In compliance with the American Disability Act (ADA) on providing access, how does your agency provide accommodations for crime victims or victim service providers?*

The Englewood Municipal Court is fully accessible to persons with disabilities. We collaborate with other service providers to address all areas of disability.

SECTION C: EVALUATION INFORMATION

1. How will you evaluate whether or not this project has met its stated goals and objectives? Explain how you evaluate the following:

- **Process Evaluation** – Did the program meet the project goals and objectives?
- **Outcome/Impact Evaluation** – Did the program achieve the stated outcomes or behavioral changes? How did the delivery of services improve the life situation of your clients?
- **Overall agency success** – How do you measure if your agency is “doing its job” well?

Process Evaluation: The program will have met its goals and objectives by providing all victims with ongoing support during and after his/her Court appearance. The program will have provided all victims with information on their Rights.

Outcome Evaluation: Our goal is to provide safety and support for victims of domestic violence as well as to educate victims of the Court process and services available. One measure of success is the rate of acceptance of Victim Compensation applications for counseling. In 2014, 73 victims contacted at arraignment took applications for Victim Compensation. We constantly encourage victims to participate in counseling. We hope our efforts to encourage counseling for victims will help them recover. It is difficult to quantify this measure of success. It is noted; however, that many victims contact the Advocate months or years later when facing a separate life crisis. It is a measure of success that the victim feels safe contacting Ms. Maynard to receive counsel, advice, and knowledge of systems even after the case is final.

Overall agency success: Our relationship with the City Attorney and Judge is excellent. The process with which victims move through the Court process is efficient and informative. Survey reports and follow up phone calls reflect a positive experience in the Court. Victims are encouraged to keep in contact with Ms. Maynard to work through any rough spots in their recovery. If a victim has a concern or complaint at any time during the process, it is immediately staffed between Ms. Maynard and Ms. Wenig. The concern is then addressed where the problem is concerned. This may be with Court, Prosecution, or Victim/Witness procedures and the solution is always victim-centered and allows the victim to have a voice in the process.

SECTION D: CONSTITUTIONAL AMENDMENT

1. A. Define how this program/project will address the guidelines for assuring the rights of victims and witnesses as outlined in the Victim Rights Act (Section 24-4.1-302.5 C.R.S.). List specific services to be provided.

- Each victim is given a brochure at the arraignment, which outlines Victim's Rights. These Rights are reviewed by the Victim/Witness Advocate periodically to determine the victim's comprehension of these Rights.
- Victims are informed of each stage of his/her case.
- No plea agreement is made with the defendant without consulting the victim.

B. What services are you providing as outlined in the VALE statute (Section 24-4.2-105C.R.S.).

The legislative intent is to assure that all victims of and witnesses to crime are honored and protected by law enforcement agencies in a manner no less vigorous than the protection afforded criminal defendants.

- The Victim/Witness Advocate ensures compliance with the guideline listed for assuring these Rights to victims of domestic violence in the Municipal Court.
- Englewood Police Department has made a clear effort to provide victims with the services entitled to them by the Victim Bill of Rights. The Court program addresses all of these rights including: the right to be present and informed of critical stages in Court, to be heard at Court proceedings, and to confer with the prosecuting attorney prior to disposition.
- The victim is asked if restitution is requested and is offered services such as financial or legal help, shelters, or Victim Compensation.
- The Victim/Witness Advocate has a private office and waiting room at Court so that the victim is assured of safety and privacy before Court proceedings.

2. Does your agency have a statutory mandate to notify victims under the Victim Rights Amendment (VRA)? X___ Yes ___ No *If yes, please answer the following questions.*

How do you presently notify victims of their rights under the VRA?

Upon initial contact with the Englewood Police Department, victims are informed of their Rights by being given a brochure. A folder is provided to each victim at arraignment which contains No Contact Orders, literature on Domestic Violence, a Victim's Rights brochure, Victim Compensation application and the Victim/Witness Advocate's card. Ms. Maynard explains these Victim's Rights to her/him at the arraignment and continues to keep the victim informed of changes in the status of the case, schedules and results of hearings, availability of property return and other information pertinent to the victim's case while the case is active in Court. Ms. Maynard makes these contacts in person, by phone, and by letter.

What is the approximate number of clients who receive notifications made by your agency each year? (N= # of clients)

There were approximately 324 victims contacted by the Victim/Witness Advocate from July 1, 2013 to June 30, 2014. These victims had cases in various stages of resolution, each needing information on the status of the case as well as other information pertinent to the victim's needs, e.g. property return, Victim Compensation information, etc.

What is the approximate total number of notifications made by your agency each year? (N=# of total notifications)

Each victim has on average 5 contacts with the Victim/Witness Advocate during the course of the case in Court. With approximately 78 new victims in this time period, this equals 390 contacts with victims in person, by phone, and by letter. Ms. Maynard also contacts victims who have made a police report that does not result in charges filed to assess safety, review Rights, and provide resources and support. These additional contacts are not reflected in these numbers.

3. Does your agency have a victim rights brochure that is distributed to victims?

A Victim's Rights Brochure is attached. This is given to each victim at the time of arraignment or through a letter sent to the victim. We are in the process of updating the brochure.

4. Describe the training your agency provides to all staff and volunteers about informing victims of their rights under the Colorado Constitution.

Each volunteer and staff member has received the *Colorado Guidelines for Assuring the Rights of Victims of and Witnesses to Crimes*. The volunteers have discussed this report as well as the *Victim's Rights Brochure* at meetings and are instructed to give the brochure to victims when appropriate on calls and to answer any questions regarding these Rights. All Police and Fire personnel were trained on Victim Rights during the in-service academy in April 2013.

Date of last training: April 2014
Training provide by: Nancy Wenig

What percent of your staff attended the above training?

100%

5. Are any of the services provided by your agency eligible for Crime Victim Compensation reimbursement? _____ Yes x _____ No

Is so, list services:

Does your agency regularly conduct or receive Crime Victim Compensation training for direct services staff or volunteers? Yes No

Describe the training on victim compensation that has been provided to your staff and volunteers.

Date of last training: November 2014
Training provide by: Nancy Wenig

SECTION E: ADDITIONAL COMMENTS

Nicole Maynard was hired as the Victim/Witness Advocate in May of 2008. Since that time, Ms. Maynard has immersed herself in the work of advocating against domestic violence. She has gained experience by attending various and multiple trainings throughout the State to maintain current best practices. This allows her to provide excellent advocacy to victims in court. Attached is a list of training for Ms. Maynard in 2013.

SECTION F: BUDGET SUMMARY/FINANCIAL INFORMATION

1. Total amount of VALE funds requested: \$ 19,398.00

2. Will the amount requested provide full funding for the project? Yes No
 If no, please identify other funding sources and amounts received within the past two years. Do not include other VALE funding. Please also include other pending grants.

Source	Date of Award	Amount
City of Englewood _____	_____	\$29,098.05 _____
_____	_____	_____
_____	_____	_____

3. Are you currently receiving VALE funding? Yes No
 If yes, please identify the Judicial District and the amount requested and received. Include current year funding from the 18th Judicial District.

Date of Award	District	Amount Requested	Amount Received
July 1, 2013 _____	18th _____	\$18,507.00 _____	\$18,507.00 _____
_____	_____	_____	_____
_____	_____	_____	_____

4. Will you be applying to other VALE Boards for funding? Yes No
 If yes, please identify the Judicial District and the amount requested.

Date of Request	District	Amount Requested
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Does your agency receive victim assistance funding through the use of a municipal surcharge? If yes, **you must** provide specific documentation outlining your agency's surcharge intake for the last **two fiscal years** and detailing how these funds were distributed.

The program has not historically been able to secure Municipal funding. We are in a unique position within the State because we have the only elected Municipal Judge, Judge Vincent Atencio. However, this past year, we approached Judge Atencio again and he granted a domestic violence fee of \$50.00 to be assessed on each case involving a domestic violence disposition. Judge Atencio began assessing the fee in July of this year. The Court has collected \$400.00 thus far. Please find documentation attached. None of these monies have been spent. When assessing the fee, Judge Atencio indicated that the program may use it to benefit victims of domestic violence or to offset costs of the program. There are not enough funds to supplement salary at this point. The fund depends on payment from defendants and will most likely not see a significant balance for some time.

6. If an increased amount of funding over this year's **grant award** is being requested, please provide written justification. Substantiate or quantify factually or with other supportive documentation.

The amount we are requesting is an increase from previous Grant requests due to increased employee costs and a continued decline in revenues.

7. Anticipated client fees *if any*, from this project: \$ _____ N/A _____

8. Describe the volunteer and/or in-kind services that will be used for this program/project.

No volunteer hours contribute to this program.

9. What percentage of your total budget is this request for VALE funds?

Approximately 40% of the total budget would be VALE funded.

10. If this program/project is to continue beyond the initial funding period, please identify how the program/project will be funded in the future. Please be specific.

The City of Englewood is committed to the Victim/Witness Program in the Municipal Court. The City is willing to provide the difference in the total cost of the program. The City of Englewood has been responsible in assuming their share of successful programs when it is financially able.

The applicant assures that the following signatories and all staff and volunteers assigned to this project have read and understand the rights afforded to crime victims pursuant to section 24-4.1-302.5 C.R.S. and the services delineated pursuant to sections 24-4.1-303 C.R.S. and 23-4.1-304 C.R.S.

I hereby certify that the information contained herein is true and correct to the best of my knowledge and belief.

Nancy Wenig
Typed Name of Project Director

Project Director

Signature Project Director's

Date

Chief John Collins
Typed Name of Agency Director

Agency Director

Signature, Agency Director

Date

Frank Gryglewicz
Typed Name of Financial Officer

Financial Officer

Signature, Financial Officer

Date

Randy P Penn
Typed Name of Authorized Official

Authorized Official

Signature Authorized Official

Date

Project Director: The person who has direct responsibility for the implementation of the project. This person should combine knowledge and experience in the project area with ability to administer the project and supervise personnel. He/She shares responsibility with the Financial Officer for seeing that all expenditures are within the approved budget. This person will normally devote a major portion of his/her time to the project and is responsible for meeting all reporting requirements. The Project Director must be a person other than the Authorized Official of the Financial Officer.

Agency Director: The executive director of the agency. This may in some agencies be the same person as the project director or authorized official.

Financial Officer: The person who is responsible for all financial matters related to the program and who has responsibility for the accounting, management of funds, and verification of expenditures, audit information and financial reports. The person who actually prepares the financial reports may be under the supervision of the Financial Officer. The Financial Officer must be a person other than the Authorized Official or the Project Director.

Authorized Official: The authorized official is the person who is, by virtue of such person's position, authorized to enter into contracts for the grant recipient. *This could include:* Mayor or City Manager, Chairperson of the County Commissioners, District Attorney, President or Chairperson of the Board of Directors, Superintendent, or other Chief Executive Officer.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 4
INTRODUCED BY COUNCIL
MEMBER GILLIT

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF COLORADO, DIVISION OF MOTOR VEHICLES REGARDING THE SHARING OF VEHICLE OWNERSHIP INFORMATION.

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, Vehicle ownership information associated with vehicle license plates is necessary for the enforcement and collection of parking tickets; and

WHEREAS, the most cost effective way to acquire this information is electronically from the state's Division of Motor Vehicles; and

WHEREAS, the Division of Motor Vehicles is willing to share that information with the Municipal Court by electronic transfer of information; and

WHEREAS, the Division of Motor Vehicles does not charge the Municipal Court for access to this information.

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 approves the Intergovernmental Agreement with the State of Colorado, Division of Motor Vehicles, attached hereto as Exhibit A.

Section 2. The Mayor is hereby authorized to sign the Ordinance and intergovernmental agreement and the Court Administrator is authorized to sign the Records Request on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 17th day of February, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 19th day of February, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 18th day of February, 2015 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of March, 2015.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2015, on the 5th day of March, 2015.

Published by title on the City's official website beginning on the 4th day of March, 2015 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 2015.

Loucrishia A. Ellis

STATE OF COLORADO
Colorado Department of Revenue
Division of Motor Vehicles, Titles and Registration Section
INTERGOVERNMENTAL AGREEMENT
with
City of Englewood

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1. PARTIES

This Intergovernmental Agreement (hereinafter called Agreement) is entered into by and between the Colorado Department of Revenue, Division of Motor Vehicles, Titles and Registration Section (DOR or State), and the City of Englewood (COE or Contractor) who may collectively be called the "Parties" and individually a "Party".

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the Effective Date), but shall be effective and enforceable thereafter in accordance with its provisions.

3. RECITALS

A. Authority, Appropriation, And Approval

Authority to enter into this Agreement exists in and funds have been budgeted, appropriated and otherwise made, and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Purpose

As authorized in 42-1-206 (3.7) C.R.S., DOR shall provide APD limited motor vehicle registration electronic information, in order to aid APD in the enforcement of parking regulations.

4. TERM

A. Term-Work Commencement

The Parties respective performances under this Agreement shall commence on the later of the Effective Date or January 1, 2014. This Agreement shall terminate on December 31, 2018 unless sooner terminated or further extended as specified elsewhere herein. Either Party may terminate this Agreement by giving the other Party thirty (30) days prior written notice setting forth the date of termination. Upon termination the liabilities of the Parties for future performance hereunder shall cease, but the Parties shall perform their respective obligations up to the date of termination.

B. Two Month Extension

DOR, at its sole discretion upon written notice to COE as provided in Section 10, may unilaterally extend the term of this Agreement for a period not to exceed two months if the Parties are negotiating a replacement agreement (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Agreement in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two-month extension. The two month extension shall immediately terminate when and if a replacement agreement is approved and signed by the State Controller.

5. STATEMENT OF WORK

A. Work

DOR will complete the Work and its other obligations as described herein and in the "Statement of Work", attached and incorporated herein as **Exhibit A**. DOR shall not be liable to compensate COE for any Work performed prior to the Effective Date or after the termination of this Agreement.

B. Goods and Services

COE shall procure goods and services necessary to complete its obligations. Such procurement shall be accomplished using Agreement Funds and shall not increase the maximum amount payable hereunder by DOR.

6. NO COST AGREEMENT

There shall be no cost or charges whatsoever to DOR pursuant to this Agreement. DOR has no financial obligation to COE for any goods or services provided by this Agreement. DOR shall have no liability whatsoever for payment of any COE costs associated with the implementation or continued operation of this Agreement, including but not limited to post-audit costs, costs of computer hardware, software, services, subcontracted services, personnel, networks, State audits, licenses, transportation, mileage, travel, insurance, bonds or administration.

7. RECORDS – MAINTENANCE AND INSPECTION

A. Maintenance

During the term of this Agreement and for a period terminating upon the later of (i) the five year anniversary of the final payment under this Agreement or (ii) the resolution of any pending Agreement matters (the "Record Retention Period"), each Party shall maintain, and allow inspection and monitoring by the other Party, and any other duly authorized agent of a governmental agency, of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the work or the delivery of services or goods hereunder.

B. Inspection

DOR shall have the right to inspect COE's performance at all reasonable times and places during the term of this Agreement. COE shall permit DOR, and any other duly authorized agent of a governmental agency having jurisdiction to monitor all activities conducted pursuant to this Agreement, to audit, inspect, examine, excerpt, copy and/or transcribe COE's records related to this Agreement during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder. Monitoring activities controlled by DOR shall not unduly interfere with COE's performance hereunder.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

All COE employees, participating members or subcontractors handling, processing or having access to the information, files or documents shall read, understand and affirm **Exhibit B**, "Statement of Confidentiality", attached and incorporated herein, by affixing his/her signature and submitted the signed statements to COE. These statement shall be maintained by COE and made available to DOR upon DOR's request. As required by C.R.S. 42-1-208 and C.R.S. 24-72-204, COE has signed and submitted **Exhibit C**, "Bulk Records Request Release and Affidavit of Intended Use", attached and incorporated herein.

COE shall comply with the provisions of this **Section 8** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

A. Confidentiality

COE shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of COE shall be immediately forwarded to the State's principal representative.

B. Notification

COE shall notify its agent, employees, subcontractors or assignees that may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by COE, its subcontractors, or their respective employees or agents in any way, except as authorized by this Agreement, or approved in writing by the DOR. COE shall provide and maintain a secure environment that ensures confidentiality of all DOR records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by COE or its agents, except as permitted in this Agreement, or approved in writing by the DOR. All confidential information, DOR data of any kind shall be stored, processed, or transferred only in or to facilities located within the United States.

D. Protection

If COE or any of its subcontractors provides physical or logistical storage, processing or transmissions of confidential information or sensitive DOR data, COE shall provide, and shall cause its subcontractors to provide, physical and logical protection for DOR hardware, software, applications and data that meet or exceed industry standards and requirements as set forth in this Agreement. COE shall provide the DOR with access, subject to COE's reasonable access security requirements, seven (7) days a week, twenty-four (24) hours a day, for the purpose of inspecting and monitoring access and use of DOR data, maintaining DOR systems, and evaluating physical and logical security control effectiveness.

COE, if it retains, stores, or is given protected or confidential information, at all times shall maintain, and shall cause its subcontractors to maintain, network, system, and application security, which includes network firewalls, intrusion detection, and annual security testing.

Neither COE nor its subcontractors shall have any rights to use or access any DOR or other State agency data or information, except with the prior written approval of the DOR. COE shall review, on a semi-annual basis, the Colorado Cyber Security Program (CCSP), posted at <http://www.colorado.gov/cs/Satellite/Cyber/CSIO/1207820732279>, and its related documents, including its policies and procedures to ensure compliance with the standards and guidelines published therein. COE shall cooperate, and shall cause its subcontractors to cooperate, with performance of security audit and penetration tests by the Governor's Office of Information Security (OIS). COE shall follow, and shall cause its subcontractors to follow, the State's Data Handling and Disposal policy, which can be found at www.colorado.gov/oit/security_policies. If requested by the DOR, COE shall perform, and shall cause its subcontractors to perform, in a form reasonably acceptable to the DOR and at no additional cost to the DOR,

current background checks on all its respective employees and agents performing services or having access to DOR confidential information provided under this Agreement. A background check shall be performed within thirty (30) days prior to the date such employee or agent begins performance or obtains access shall be deemed to be current.

E. Security-Notice

COE is responsible for the security of all information provided to it by the DOR. If information is provided to COE or any subcontractor by the DOR, COE shall comply, and shall cause its subcontractors to comply, with the State's Cyber Security Policies, which the CSIO has promulgated pursuant to CRS §§24-37.5-401 through 406 and 8 CCR 1501-5. The Policies are posted at <http://www.colorado.gov/cs/Satellite/Cyber/CSIO/1207820732279>.

F. Security Breach Remediation

If COE becomes aware of a data security breach, it shall notify the DOR immediately and cooperate with the DOR regarding recovery, remediation, and the necessity to involve law enforcement, if any. Unless COE can establish that COE or any of its subcontractors is not the cause or source of the breach, COE shall be responsible for the cost of notifying each Colorado resident and residents of other states whose personal information may have been compromised. Notice shall be made as soon as possible within the legitimate needs of law enforcement and according to the requirements of the DOR. COE shall be responsible for performing an analysis to determine the cause of the breach, and for producing a remediation plan to reduce the risk of incurring a similar type of breach in the future. COE shall present such analysis and remediation plan to the DOR within ten (10) days of notifying the DOR of the data security breach. The DOR reserves the right to adjust this plan, in its sole discretion. If COE cannot produce the required analysis and plan within the allotted time, the DOR, in its sole discretion, may perform such analysis, produce a remediation plan, and COE shall reimburse the DOR for reasonable costs thereof.

G. Disclosure-Liability

Disclosure of DOR records or other confidential information by COE or any subcontractor, for any reason may be cause for legal action by third parties against COE, the DOR or their respective subcontractors or agents. COE shall indemnify, save, and hold harmless the DOR, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by COE, or its employees, agents, subcontractors, or assignees pursuant to this Section 9. Any other provision of this Agreement, notwithstanding, COE shall be liable to the DOR for all consequential and incidental damages arising from a data security breach.

H. End of Agreement Data Handling

Upon request by the DOR made before or within sixty (60) days after the Effective Date of termination of the Contract, COE will make available to the DOR a complete and secure (i.e. encrypted and appropriately authenticated), download file of all system data in XML format, including all schema and transformation definitions, and/or delimited text files with documented, detailed schema definitions along with attachments in their native format.

The Parties agree that on the termination of the provision of data processing services, the COE shall, at the choice of the DOR, return all the personal data transferred, and the copies thereof to the DOR, or shall destroy all the personal data and certify to the DOR that it has done so, unless legislation imposed upon the COE prevents it from returning or destroying all or part of the data transferred. In that case, the COE warrants that it will guarantee the confidentiality of the data transferred and will not actively process the data transferred anymore.

I. Disposition of Data

The DOR retains the right to use the established operational services to access and retrieve DOR data content stored on COE's infrastructure at its sole discretion. The COE and subcontractor warrant that upon request of the DOR and/or of the supervisory authority, the COE will submit its data processing facilities for an audit of the measures referred to in Section 8.D. The State reserves all right, title and interest, including all intellectual property and proprietary rights, in and to system data and content.

J. Safeguarding Personal Identifiable Information (PII)

If COE or any of its subcontractors will or may receive PII under this Agreement, COE shall provide for the security of such PII, in a form acceptable to the DOR, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. COE shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors, and shall hold the DOR harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

A breach of Personal Identity Information (PII) shall have occurred when there has been unauthorized acquisition of unencrypted PII data (electronic or otherwise) used in performance of this Agreement, or any subcontract from the COE's or any subcontractors possession which compromises security, confidentiality, or integrity of such PII. COE agrees to be liable for any unauthorized disclosure of PII in its possession or in the possession of its subcontractors as if COE was the owner of the data. COE acknowledges that any breach of PII is a material breach of this Agreement. COE shall notify the DOR immediately of any breach or suspected breach, but in no event later than twenty-four (24) hours after COE learns of suspected breach. The DOR may establish required remediation procedures and COE shall comply without limitation as directed by the DOR. COE shall bear all costs of such remediation.

9. FAILURE TO PERFORM – BREACH AND REMEDIES

A. Defined

In addition to any breaches specified in other sections of this Agreement, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against COE, or the appointment of a receiver or similar officer for COE or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in Section 10. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in Section 8. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Agreement in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

10. NOTICE AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

City of Englewood:

Tamara Wolfe
Court Administrator
Englewood Municipal Court
1000 Englewood Parkway
Englewood, CO 80110

303-762-2587

Department of Revenue:

Dylan Ikenouye
Administrative Services Manager
Title and Registration Section
1881 Pierce Street, Room #144
Lakewood, CO 80214

303-205-5799

with a copy to:

Bernard Candelaria
Colorado Department of Revenue
Room 427
PO Box 17087
Denver, CO 80217-0087

303-866-2812

11. GENERAL PROVISIONS

A. Assignment

The rights and obligations of each Party hereunder are personal to such Party and may not be transferred, assigned or subcontracted without the prior, written consent of the other Party. COE shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Order of Precedence

In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- 1) Colorado Special Provisions,
- 2) the provisions of this Agreement,
- 3) Exhibit A,
- 4) Exhibit B
- 5) Exhibit C

C. References

All references in this Agreement to sections, subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

D. Third Party Beneficiaries-Negation

Enforcement of all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental and do not create any rights for such third parties.

E. Non-exclusive rights

It is understood and agreed by the COE that DOR does not grant the COE exclusive rights to provide the products and/or services under this Agreement. DOR reserves the right to contract with and purchase products and services from persons and entities other than the COE, as may be in the best interest of DOR. This Agreement shall remain in full force and effect should the DOR enter into other contracts for the same or similar goods and services as provided under this Agreement.

F. Press Contacts/News Releases

The COE shall not initiate any press and/or media contact nor respond to press/media requests regarding this Agreement and/or any related matters concerning the DOR without the prior written approval of DOR.

G. Cooperation of the Parties

The COE and DOR agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this Agreement. In connection herewith, the parties shall meet to resolve problems associated with this Agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.

12. COLORADO SPECIAL PROVISIONS

A. CONTROLLER'S APPROVAL. CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [*Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

13. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS INTERGOVERNMENTAL AGREEMENT

* Persons signing for Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

STATE OF COLORADO
John W. Hickenlooper, Governor

CITY OF ENGLEWOOD

DEPARTMENT OF REVENUE

By: _____
Randy P. Penn, Mayor

By: _____
For the Executive Director

Date: _____

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Revenue

Date: _____

**Exhibit A
Statement of Work**

1. DOR, through the Colorado State Title and Registration System (CSTARS) maintain by the Governor's Office of Information of Technology (OIT), shall electronically transfer a one-time batch run and provide nightly updates of limited motor vehicle registration information of the following fields to COE; Transaction ID (TX ID), Licensed Vehicle Type, Licensed Plate Type, Plate Number, Previous Vehicle Type, Previous Plate Type, Previous Plate Number, VIN, Vehicle Year, Vehicle Make, Vehicle Body, Owner Name 1, Owner Name 2, Legal Address, Legal City, Legal State, Legal Zip5, Legal Zip4, Mailing Address, Mailing City, Mailing State, Mailing Zip5, Mailing Zip4, Business Date, Expiry Date, Workflow ID, and Title Number.
2. The Change Indicator field shall contain the following codes: U, I and D indicating whether to Update, Insert or Delete said transferred field within COE's database.
3. In the event that a failure in technology or another unforeseen event causes an extended delay in services rendered, DOR, through OIT, shall attempt to contact COE as soon as possible in order to make them aware of the event and any information regarding an estimated time of resolution. DOR or OIT shall not email or provide data to COE through any other means except the secure FTP (SFTP) process hosted on the DOR's FTP server.

RECORD LAYOUT FOR COE VIPER INTERFACE

1. DOCUMENT DEFINITIONS

Item	Options	Description
Interface Type	One-Way Batch	File is generated by sender
Initiating Party	Entity Name	Entity responsible for file generation and placement in specified location
Delivery Format	Fixed Length Text File	Each field has a specified length and there are no field delimiters, no row delimiters
	Fixed Length Text File with row delimiter	Each field has a specified length, no field delimiters, and there is a row delimiter
Delivery Method	Secure FTP (SFTP)	
Frequency	Multiple Per Day: [every xx]	Multiple times per day every [xx]
	Daily: Workweek	Once per day Monday – Friday
	Daily	Once per day every calendar day
	Weekly: [day of week]	Once per week on [day]
	Monthly: [day of month]	Once per month on [day]
Sort Order	Field Name: [xx] [asc/desc]	Sort records by field [xx] [asc/desc]
Header/Trailer	Yes	Header and/or Trailer Records Required and Format
	No	None

Type	A = Alpha	May contain only alpha characters
	AN = Alpha/Num	May contain alpha or numeric characters
	N = Num	May contain only numeric characters
	F = Num/Dec [xxx.xx]	Numeric characters with embedded decimal
	FA = Num/Dec [x]	Numeric characters with assumed decimal position of [x]
	S = String	All characters, numbers, and symbols
Length	[#]	[#] Number of characters if fixed length
Pad	LB	Blanks filled on the left
	LZ	Zeros filled on the left
	RB	Blanks filled on the right
	RZ	Zeros filled on the right
Validation		Description of field validation required, or list of acceptable field values

INTERFACE SPECIFICATIONS

2.1. Data Transmission

All file transmissions will be done via secure FTP (SFTP) hosted on DOR'S FTP server. Outgoing files related to section 3.2 & 3.3 from DOR to Requesting Entity will be placed in the /DMV_Out. Incoming files related to section 3.1 from Requesting Entity to DOR will be placed in the /DMV_In folder.

All DOR Related Outgoing files from DOR to Requesting Entity will be placed in the /DOR_Out folder. All DOR Related Incoming files from DOR to Requesting Entity will be placed in the /DOR_In folder

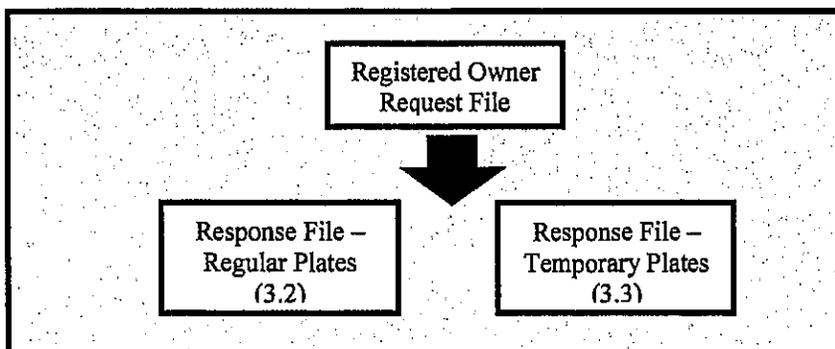
Server Name: Tumbleweed

2.2. Documentation

None

2.3. Process Description

DOR requires the license plate number from requesting entity to facilitate any DOR Records request for registered owner information:



3. INTERFACES

3.1. Registered Owner Request File Interface

DOR requires the license plate number from requesting entity to facilitate any DOR records request for registered owner information.

Interface Type: One Way Batch

Initiating Party: Requesting Entity

Delivery Format: Fixed Length Text File with row delimiter

Delivery Method: Secure FTP on a DOR hosted SFTP server. The file will be placed in the /DMV_In directory.

Frequency: Daily, Monday through Friday, excluding holidays

Sort Order: None

File Name: YYYYMMDD-HHMMSS-PMIN.TXT

Header/Trailer: No

Field Name	Type	Length	Start Pos.	End Pos.	Pad	Description	Validation
Plate Number or Temp Permit Number	AN	7	1	7	RB	The plate number Padded with 'Spaces'	
Workflow Id	A	34	8	41	LZ	The unique identifier of the transaction. Padded with '0'	

3.1.1. Request File Interface FTP Clean-up

DOR is responsible for clean-up of request files on DOR's FTP site once DOR has processed the request file.

3.2. Response File Interface – Regular Plates

DOR will return registered owner information for the license plate requests.

Interface Type: One-Way Batch

Initiating Party: DOR

Delivery Format: Fixed length Text File

Delivery Method: Secure FTP on a DOR hosted SFTP server. The file will be placed in the /DMV_Out directory.

Frequency: Monthly, on the first of the month. Should the first of the month fall on a weekend or holiday, the data will be delivered the next business day.

Sort Order: None

File Name: pmout_YYYYMMDD.TXT

Header/Trailer: No

Field Name	Type	Length	Start Pos.	End Pos.	Pad.	Description	Validation
Licensed Vehicle Type	A	3	1	3		Vehicle Type	
Licensed Plate Type	S	3	5	7		Plate Type	
Plate Number	AN	7	8	14	RB	Plate Number	
Previous Vehicle Type	A	3	16	18		Previous vehicle type	
Previous Plate Type	S	3	20	22		Previous Plate type	
Previous Plate Number	AN	7	23	29	RB	Previous Plate Number	
VIN	AN	17	31	47	RB	VIN	
Vehicle Year	N	4	49	52		Vehicle Year	
Vehicle Make	A	4	53	56		Make	
Vehicle Body	A	2	57	58		Body	
Name	S	36	59	94	RB	Owner Name 1	
Name	S	36	95	130	RB	Owner Name 2	
Legal Address	S	26	131	156	RB	Legal Address	
Legal City	S	13	157	169	RB	Legal City	
Legal State	A	2	170	171		Legal State	
Legal Zip5	N	5	172	176		Legal Zip 5	
Legal Zip4	N	4	177	180		Legal Zip 4	
Mailing Address	S	26	181	206	RB	Mailing Address	
Mailing City	S	13	207	219	RB	Mailing City	
Mailing State	A	2	220	221		Mailing State	
Mailing Zip5	N	5	222	226		Mailing Zip5	
Mailing Zip4	N	4	227	230		Mailing Zip4	
Business Date	N	8	231	238		Business Date	MMDDYYYY
Expiry Date	N	6	239	244	N	Expiry Date	MMDDYYYY
Workflow ID	N	34	245	278	LZ	Workflow ID	
Unknown	N	41	279	319	RB	Unknown	
Title Number	AN	9	320	328	RB		

3.2.1. Response Plate File FTP Clean-up

COE is responsible for clean-up of response files on DOR's FTP site once COE has processed the response file.

3.3. Response Temporary Plate File Interface

DOR will return registered owner information for the license plate requests.

Interface Type: One-Way Batch

Initiating Party: DOR

Delivery Format: Fixed length Text File

Delivery Method: Secure FTP on a DOR hosted SFTP server. The file will be placed in the /DMV_Out directory.

Frequency: Monthly, on the first of the month. Should the first of the month fall on a weekend or holiday, data will be delivered the next business day.

Sort Order: None

File Name: pmtout_YYYYMMDD.TXT

Header/Trailer: No

Field Name	Type	Length	Start Pos.	End Pos.	Pad	Description	Validation
Licensed Vehicle Type	A	3	1	3		Vehicle Type	
Licensed Plate Type	S	3	5	7		Plate Type	
Plate Number	AN	7	8	14	RB	Plate Number	
Previous Vehicle Type	A	3	16	18		Previous vehicle type	
Previous Plate Type	S	3	20	22		Previous Plate type	
Previous Plate Number	AN	7	23	29	RB	Previous Plate Number	
VIN	AN	17	31	47	RB	VIN	
Vehicle Year	N	4	49	52		Vehicle Year	
Vehicle Make	A	4	53	56		Make	
Vehicle Body	A	2	57	58		Body	
Name	S	36	59	94	RB	Owner Name 1	
Name	S	36	95	130	RB	Owner Name 2	
Legal Address	S	26	131	156	RB	Legal Address	
Legal City	S	13	157	169	RB	Legal City	
Legal State	A	2	170	171		Legal State	
Legal Zip5	N	5	172	176		Legal Zip 5	
Legal Zip4	N	4	177	180		Legal Zip 4	
Mailing Address	S	26	181	206	RB	Mailing Address	
Mailing City	S	13	207	219	RB	Mailing City	
Mailing State	A	2	220	221		Mailing State	
Mailing Zip5	N	5	222	226		Mailing Zip5	
Mailing Zip4	N	4	227	230		Mailing Zip4	
Business Date	N	8	231	238		Business Date	MMDDYYYY
Expiry Date	N	6	239	244	N	Expiry Date	MMDDYYYY

Workflow ID	N	34	245	278	LZ	Workflow ID	
Unknown	N	41	279	319	RB	Unknown	
Title Number	AN	9	320	328	RB		

3.3.1. Result Temporary Plate File FTP Clean-up

COE is responsible for clean-up of response files on DOR's FTP site once COE has processed the response file.

Exhibit B
STATE OF COLORADO
DEPARTMENT OF REVENUE
STATEMENT OF CONFIDENTIALITY

As an employee, participating member or subcontractor of City of Englewood, Colorado ("COE"), you may have access to State of Colorado, Department of Revenue ("DOR") Title and Registration records ("Records"). The confidentiality of the information contained within these Records shall be maintained at all times. Such Records or information shall not be distributed, sold or shared with any third party by you except as expressly authorized by DOR nor used by you for personal use or gain. You also understand that you are subject to legal action should you disclose or misuse Record information and that DOR shall not defend you against any such legal action.

Pursuant to C.R.S. 42-1-206, any person who willfully and knowingly obtains, resells, transfers or uses information in violation of law shall be liable to any injured party for treble damages, reasonable attorneys' fees, and costs. Other civil and criminal laws may also apply.

I, _____, hereby acknowledge that I am and shall remain in compliance with all State and Federal laws and the contractual terms and conditions between COE and DOR pertaining to the security and confidentiality of the Records. I agree to fully cooperate with DOR or legal authorities for any investigation of these requirements that DOR or legal authorities wish to commence.

I hereby acknowledge and agree to the requirements of the foregoing notice.

Signature

Company Name

Print name

Date

Title

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 6
INTRODUCED BY COUNCIL
MEMBER GILLIT

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COLORADO STATE UNIVERSITY (CSU) AND LITTLETON/ENGLEWOOD WASTEWATER TREATMENT PLANT FOR THE COOPERATIVE RESEARCH PROJECT ON LAND APPLICATION OF SEWAGE BIOSOLIDS ON DRYLAND WHEAT AND FOR THE APPLICATION OF CHEMICALLY COAGULATED PHOSPHORUS BIOSOLIDS.

WHEREAS, since 1982 the Littleton/Englewood Wastewater Treatment Plant (L/E WWTP) and Colorado State University (CSU), Department of Soil and Crop Sciences, have successfully conducted a continuous research program to observe the long-term effects of the application of biosolids for dryland wheat farming; and

WHEREAS, the City Council of the City of Englewood approved an IGA between CSU and the Littleton/Englewood Wastewater Treatment Plant with the passage of Ordinance No. 42, Series of 2004; and

WHEREAS, the City Council of the City of Englewood approved an IGA between CSU and the Littleton/Englewood Wastewater Treatment Plant with the passage of Ordinance No. 8, Series of 2010; and

WHEREAS, the research has provided long-term research data and a sound basis of knowledge of the biosolids produced by the L/E WWTP and the environmental impacts of the product; and

WHEREAS, the L/E WWTP-CSU research project has been instrumental in establishing the basis for biosolids beneficial use for the growth of dryland wheat crops in the arid western states and in Australia; and

WHEREAS, the long-term research demonstrates that the beneficial use of wastewater biosolids is an environmentally safe, economically beneficial and agriculturally sound practice for recycling and conserving a valuable resource; and

WHEREAS, CSU has submitted their proposals for an additional cooperative research project on land application of sewage biosolids on dryland wheat and for a study of the application of chemically coagulated phosphorus biosolids; and

WHEREAS, the 2015 studies includes study sites at the Bennett site, and the Byers site; and

WHEREAS, the cost of the CSU Application of Sewage Biosolids Research Project is split 50/50 between Englewood and Littleton.

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

Section 1. The Colorado State University Biosolids Research Proposal, attached hereto as Exhibit A, the application of Chemically Coagulated Phosphorus Biosolids, attached hereto as Exhibit B, and the letter of acceptance attached hereto as Exhibit C, are hereby accepted and approved by the City Council of the City of Englewood.

Section 2. The Director of the Littleton/Englewood Wastewater Treatment Plant is hereby authorized to further extend the Intergovernmental Agreement between Littleton/ Englewood Wastewater Treatment Plant and Colorado State University, Biosolids Research Proposal, for the cooperative research project on land application of sewage biosolids and the application of Checically Coagulated Phosphorus Biosolids for five additional one year periods.

Introduced, read in full, and passed on first reading on the 17th day of February, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 19th day of February, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 18th day of February, 2015 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of March, 2015.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2015, on the 5th day of March, 2015.

Published by title on the City's official website beginning on the 4th day of March, 2015 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 2015.

Loucrishia A. Ellis

LAND APPLICATION OF SEWAGE BIOSOLIDS

**PROPOSAL FOR COOPERATIVE
RESEARCH PROJECT BETWEEN**

COLORADO STATE UNIVERSITY

AND

**LITTLETON/ENGLEWOOD JOINT
COUNCIL**

2015

I. Land Application of Biosolids

II. Personnel

Project Leaders: K.A. Barbarick, Professor
 J. McDaniel, Research Associate

III. Introduction

We have studied the beneficial use of Littleton/Englewood (L/E) biosolids beginning in 1982 at East and West Bennett, 1988 at Kiowa, 1993 at North Bennett, and 1999 at Byers. We lost the East Bennett plots in 1993 due to a shift from dryland to irrigated agriculture and the last of the West Bennett sites to development in 2005. We ceased research at the Kiowa location in 2007. We will present the proposed research and associated budget separately for three studies (North Bennett, earthworm/hydraulic properties study, and Byers) and then present the total budget for our proposed research.

IV. Bennett Study Site

North Bennett

We initiated the North Bennett experimental location to replace the East Bennett plots that we lost in 1993. Our former cooperating farmer at East Bennett, Kevin Helzer, decided to grow irrigated crops on our study sites in 1993. We also changed the experimental approach at North Bennett to focus on determining the N equivalency of L/E biosolids associated with repeated applications in a dryland wheat summer-fallow agroecosystem. We grew proso millet (*Panicum miliaceum* L.) in 2008 and sunflowers (*Helianthus annuus*, L.) in 2009 to help control an infestation of jointed goat grass (*Aegilops cylindrica* Host). For the 2009-2010 growing season, we went back to the wheat (*Triticum aestivum*, L.)-fallow rotation.

We have added Ba, Be, and Mn to our plant and soil analyses since USEPA has identified them as potential pollutants to the CFR503 regulations. Although Ag has also been added to the CFR503 regulations, Colorado State University instrumentation utilized to detect Ag has been less than adequate. Therefore, at this point in time we will not analyze plants and soils for Ag.

A. Objectives for the Bennett study sites (North Bennett)

The objectives of the Bennett study are:

1. To quantify the N equivalency of repeated biosolids application under field conditions compared with commercial N fertilizer at our North Bennett plots.
2. To study the long-term effects of L/E biosolids on soil accumulation and wheat uptake of Ba, Be, Cd, Cr, Cu, Mn, Ni, Pb, Mo, and Zn.
3. To study the long-term effects of L/E biosolids on As, Hg, and Se levels in soil and grain in the 0, 2, and 5 dry tons/acre plots for the North Bennett site. Samples will consist of a composite of all replications for each rate for grain analyses. This gives three grain samples. We also will composite separately the 0-20 and 20-60-cm soil samples from the same plots as the grain samples. This will provide us a total of six soil samples to analyze for each site.
4. To determine the accumulated $\text{NO}_3\text{-N}$ levels to a depth of 180 cm (6 feet) associated with repeated application of various N fertilizer or sewage biosolids at our North Bennett plots.
5. To determine the accumulated $\text{NO}_3\text{-N}$ levels to a depth of 180 cm (6 feet) associated with repeated application of various N fertilizer or sewage biosolids at our North Bennett plots.

B. Bennett study sites budget.

Table 1. Proposed budgets for the North Bennett sewage biosolids studies.

North Bennett Category	Current 2014	Proposed 2015	Proposed 2016
Routine Analyses	1000	1000	1000
As, Hg, Se Analyses	300	300	300
Travel	1730	1700	1700
Harvest, plot set-up	500	300	300
Research Assoc. (6 months) [†]	17980	18519	19075
Research Assoc. fringe [‡]	4243	4685	4826
Professor (2 weeks) [†]	6810	7014	7225
Professor fringe [‡]	1607	1775	1828
Total direct costs	34170	35293	36254
Indirect costs[¶]	16641	17188	17656
Total costs	50811	52481	53910

[†] Assumes 50% on the North Bennett study and 50% on the Byers study. We also assumed a 0% increase in all non-personnel budget items for 2015. A 3% salary increase for the Research Associate and Professor were assumed for 2015 and 2016.

[‡] Fringe benefit rates were estimated to be 25.3% for 2015 and 2016 for the Research Associate and Professor.

[¶] The total indirect costs are 48.7% MTDC for 2014 through 2016.

V. Byers Study Site

A. Introduction

With the establishment of the L/E Byers biosolids-application site, we are developing some practical, never-done-before research. No-till and minimum tillage management is increasing in popularity in eastern Colorado because it improves water conservation and allows more intensive cropping. Biosolids application could enhance the benefits of no-till or minimum tillage by improving soil cover and soil physical characteristics when surface applied. Biosolids could work in concert with crop residues to allow farmers to meet the Natural Resource Conservation Service 30% soil coverage required to comply with conservation programs.

Biosolids application could initially supply soil cover until adequate crop residue can accumulate. Continued additions may even provide production and economic advantages. Farmers may eventually use biosolids as an integral part of a conservation program. Because of continuing droughty conditions, beginning in Fall 2005, we changed our crop rotations. We eliminated the wheat-wheat-corn-sunflower-fallow (WWCSF) and converted those plots to our other two rotations (wheat-fallow, WF and wheat-corn-fallow, WCF). This increased our replications for WF and WCF from two to four, providing us with a more robust statistical analysis of the effects of these two rotations.

B. Objectives

Our objectives at the Byers site are:

1. To determine if increasing biosolids application from once every two years to two out of three years is a feasible management alternative.
2. To determine if biosolids behave like crop residues in terms of moisture storage and crop production. Available-water storage and crop yields are the properties of greatest interest.
3. To determine the effects of biosolids application at the agronomic rate compared with commercial N fertilizer in two cropping systems on soil and grain accumulation of plant nutrients and trace elements limited by the Colorado Department of Public Health and Environment biosolids-application regulations.

C. Procedures

Treatments:

1. Two crop rotations:
 - a. Wheat-fallow (typical rotation)
 - b. Wheat-corn-fallow
2. Biosolids/fertilizer treatments:
 - a. Biosolids application to supply N recommended for the measured soil $\text{NO}_3\text{-N}$ (e.g., the agronomic rate).
 - b. Commercial N fertilizer at the agronomic rate.

D. Experimental design

We now use four blocks (replications) of each treatment arranged in a split-plot design. The main plots will consist of the cropping rotations. Each main plot will be split to accommodate biosolids application on half the plot and commercial fertilizer addition on the other half.

All phases of each rotation will be present each year to allow assessment of all soil and crop responses each year. This requires a total of 20 main plots and 40 split plots (4 replications, 5 cropping rotations, biosolids/fertilizer treatment splits).

Each main plot will be 0.8 km (0.5 miles) long by 30 m (100 feet) wide. Each biosolids/fertilizer split would, therefore, be 15 m (50 feet) wide.

E. Measurements

We will complete the following measurements or analyses.

1. Annual grain and biomass yields.
2. Records on farmer inputs.
3. Plant-available concentrations of $\text{NO}_3\text{-N}$, P, K, Fe, Mn, Cu, Zn, Na, Cd, Cr, Pb, Mo, Ni, Ba, Be, and Mn in soil before each crop planting (determined in 0-5, 5-10, 10-20, and 20-30 cm samples from each replicated plot).

4. We will composite 0-5-cm soil samples for As, Hg, and Se analyses for each replication before each crop planting. This will give us 14 soil samples to analyze for As, Hg, and Se each year.
5. Deep soil sampling before each crop planting by hydraulic probe for NO₃-N (determined 0-30, 30-60, 60-90, 90-120, 120-150, 150-180 cm samples, if possible, from each replicated plot).
6. Concentrations of P, K, Fe, Mn, Cu, Zn, Na, Cd, Cr, Pb, Mo, Ni, Ba, Be, and Mn in grain sampled from each replicated plot.
7. For annual As, Hg, and Se grain analyses, we will composite grain samples for each biosolids or N fertilizer replication for each type of crop. This scheme will provide us with four wheat and two corn samples for As, Hg, and Se analyses each year.

F. Byers study site budgets.

Table 2. Proposed budgets for the Byers sewage biosolids study.

Byers Category	Current 2014	Proposed 2015	Proposed 2016
Analyses	2200	1300	1300
Research Assoc. (6 months) [†]	17980	18519	19075
Research Assoc. fringe [‡]	4243	4685	4826
Professor (2 weeks) [†]	6810	7014	7225
Professor fringe [‡]	1607	1775	1828
Harvest, plot set-up	1720	1500	1500
Weather Station Maintenance [¶]	400	315	315
Travel	3820	3300	3300
Total direct costs	38780	38408	39369
Indirect costs	18886	18705	19173
Total costs	57666	57113	58542

[†] Assumes 50% on the North Bennett study and 50% on the Byers study. We also assumed a 0% increase in all non-personnel budget items for 2015. A 3% salary increase for the Research Associate and Professor were assumed for 2015 and 2016.

[‡] Fringe benefit rates were estimated to be 23.6% for 2015 and 2016 for the Research Associate and Professor.

^ψ Cost includes a dedicated cellular phone expense to remotely access weather data for CoAgMet.

[¶] The total indirect costs are 48.7% MTDC for 2014 through 2016.

VII. Total Budgets

We have tabulated the total budgets by category (Table 3) and by location (Table 4) for 2014 through 2016.

Table 3. Total budget by category for 2014-2016.

Total by category	Current	Proposed	Proposed
Category	2014	2015	2016
Analyses	3500	2600	2600
Personnel (salary plus fringe)	61280	63986	65908
Supplies	0	0	0
Harvest, plot set up, weather station	2620	2115	2115
Travel	5550	5000	5000
Total direct costs	72950	73701	75623
Indirect costs[†]	35527	35893	36829
Total costs	108477	109594	112452

[†] The total indirect costs are 48.7% for 2014 through 2016.

Table 4. Total budget by location for 2014-2016.

Total by location	Current	Proposed	Proposed
Category	2014	2015	2016
North Bennett			
Total direct costs	34170	35293	36254
Indirect costs	16641	17188	17656
Total costs	50811	52481	53910
Byers			
Total direct costs	38780	38408	39369
Indirect costs	18886	18705	19173
Total costs	57666	57113	58542
Total			
Total direct costs	72950	73701	75623
Indirect costs	35527	35893	36829
Total costs	108477	109594	112452

Soil Quality and Plant Productivity Following the Land
Application of Chemically Coagulated Phosphorus
Biosolids

**PROPOSAL FOR COOPERATIVE
RESEARCH PROJECT BETWEEN**

COLORADO STATE UNIVERSITY

AND

**LITTLETON/ENGLEWOOD JOINT
COUNCIL**

2015

I. Personnel:

Project Leaders: K.A. Barbarick, Professor
J.P. McDaniel, Research Associate

II. Introduction:

For many years, the land application of biosolids has been used as a method for the recycling of municipal biosolids. The application of biosolids to the soil supplies the plants with nutrients such as nitrogen (N) and phosphorus (P). The application rate is currently applied at the agronomic rate of N, but there has been discussion over the last decade about a potential transition of the application rate to be based on the agronomic rate of P. The change in the basis for the application rate would potentially be based on a P risk index. Currently most of the agricultural fields in Colorado that receive biosolids would not be affected based on the current risk index.

For Colorado, what has the potential to have a larger effect on the land application of biosolids to agricultural land would be a change in the makeup of the biosolids as a result in a change in the treatment process to reduce the concentration of P in the effluent being discharged. The effect on the ability of the biosolids produced to serve as a soil amendment for increasing fertility and soil quality will depend on the method of additional treatment of the wastewater at the treatment plant. If chemical coagulation is used to remove additional P, it is unknown how this will change the plant availability of P from the biosolids, the leaching potential, and the availability of soil P following biosolids application. The objective of this study would be to determine the effects on soil and plant productivity following the land application of biosolids with higher P concentration due to chemical coagulation of P to reduce effluent P concentration.

The overall project would be done with the use of greenhouse, field, and laboratory studies. The research questions that would be addressed would be:

- How will the change in the treatment of wastewater effluent with chemical coagulation of P affect the plant available P in soil following land application?
 - What is the best method for extracting P from biosolids to predict plant available P?
- How does soil P cycle between different pools of P over the course of the year following application of biosolids and does this differ from the cycling of P in agricultural land that does not receive biosolids?
 - Can a model be developed that will predict the forms and concentrations of P in the soil and the biomass P concentration as a function of the application rate of biosolids?
- How does the long-term addition of biosolids affect the accumulation of P in the soil profile?

III. Experimental Designs:

III.a. Plant Available P from Biosolids:

The best way to be able to determine how the new biosolids would affect plant available nutrients and particularly P would be to conduct greenhouse studies with the new biosolids. However since we currently do not have the new biosolids from Littleton Englewood Waste Water Treatment Plant (L/E), we are not able to study the new biosolids directly. We propose that to begin to understand how the new biosolids will affect plant availability that we set up a study with both biosolids currently being produced at L/E and use biosolids from another treatment plant that has biosolids produced following chemical coagulation of P. The biosolids from the second plant would not be exactly the same chemically as the future biosolids from L/E, but they would serve to give a representation of what can be expected.

The other question that would need to be addressed would be what extraction method should be used to determine the plant available P content of the biosolids. There may be a difference in the extraction method that best estimates plant available P from biosolids between the two treatment processes that produced the biosolids.

There are currently few studies that have been conducted to try to determine the amount of plant available P that is available from biosolids. The current research was conducted on an acidic sandy soil from Florida (O'Connor, *et al.*, 2004). There has not been any work on the plant available P from biosolids that are applied to a basic (calcareous) soil. A similar experimental design to previous work (O'Connor, *et al.*, 2004) would be utilized.

A greenhouse study would be established that would investigate the correlation between different biosolids P extraction methods and the uptake of P in sorghum-sudan grass. Sorghum-sudan grass was chosen because it is a relatively fast growing forage crop, which will allow for multiple harvests over the period of the study. Nine different extractions of the biosolids would be performed: sequential extraction of inorganic P (NH_4Cl , NH_4F , NaOH , H_2SO_4 extractable), citric acid extractable, water extractable, KCl extractable, organic P, and Mehlich 3 (Table 1). There would be 14 treatments of fertilizer amendment: no amendment, triple super phosphate, agronomic rate of N, 12.5 % total P, 25 % total P, 50% total P, 75 % total P, and 87.5% total P, the 6 biosolids treatments would be set up with both of the biosolids. Two soils (from the North Bennett and Byers plots) would be used. Each of the treatments and soil combinations would have four replications. The sorghum-sudan grass would be harvested at four to six week intervals for eight months. The amount of biomass produced and the concentration of P in the biomass would be determined.

Table 1. Phosphorus extraction methods used for determining the plant available P from biosolids.

Extraction Method	Form of P extracted
NH ₄ Cl extractable	Soluble and loosely bound P
NH ₄ F extractable	Aluminum bound P
NaOH extractable	Iron bound P
H ₂ SO ₄ extractable	Calcium bound P
water extractable	Soluble P
KCl extractable	Soluble and exchangeable P
organic P	Organic P
Mehlich 3	A common method for determine plant available P in soil
citric acid extractable	Used to determine P in commercial chemical fertilizer

The data would be analyzed with regressions to determine the effects of different treatments on the uptake by the plants. In addition, correlations would be made to determine which of the extraction methods best estimates the uptake by the plants.

To determine if similar results are seen in the field the plant tissue that is collected from the seasonal dynamics of soil P pools study will be compared to the P from the biosolids applied, based on the same nine extractions.

III.b. Seasonal Dynamics of Soil P Pools:

To investigate the dynamics of P due to seasonal changes soil samples will be collected six times a year (July, September, November, January, March, and May) from the North Bennett plots. This sampling would continue for at least two years. The samples would be collected for both the field in production and the field in fallow.

Soil samples would be collected from the 0-20 cm depth (zone of incorporation) from all of the biosolids application rates and all replications. Attempts would be made to collect the soil from similar locations each time to reduce spatial variation.

The soil P would be fractionated into the different organic (Labile P, biomass P, moderately labile P, and non-labile P) and inorganic pools (soluble and loosely bound P, aluminum (Al) bound P, iron (Fe) bound P, reluctant soluble P, and calcium (Ca) bound P). Total P, plant biomass, and plant P concentration would also be measured at each sampling time to help account for the movement of P.

Following the collection of the data, it would be analyzed to determine the dynamics of the soil P pools over a year. The data would also be modeled to predict the amount of P in each pool and to be able to predict the amount of P that is in the plant tissue. This prediction model would be useful in determining what pools of P the plants are using. With the potential change in the makeup of the biosolids following additional treatment of the effluent this information would aid in determining the plant available P.

III.c. Phosphorus Accumulation in the Soil Profile:

Phosphorus does not have the same leaching potential as nitrate does due to adsorption to the solid mineral phase in soil. Studies have shown that there can be movement of P depending on the conditions of the soil. When biosolids are added, the P will be in many different forms and the type of treatment used will affect the likelihood for the P to leach. The downward movement of P could lead to P reaching ground water in areas that have a higher water table. In other areas, it may lead to the accumulation of P at depths that do not allow plants to access the P. The addition of a chemical coagulant to remove P in the effluent at the treatment plant may also tie up P in the soil and reduce the amount of movement in the soil. The data collected from this study would provide a baseline for if P is moving and determine a mechanism to explain the movement that could then be compared to the new biosolids when they become available.

For this study, we collect soil samples from three biosolids application rates (0, 2, and 5 tons/acre). We would collect soil samples to a depth of six feet in six-inch increments, from each of the four replications in the field. The soil samples would be analyzed to determine the concentrations of the different fractions of organic and inorganic P in the soil. From this information, we would determine if the P that has been added to the plots has moved deeper into the profile than the depth of incorporation.

If there is movement of P in the profile then in the second year we would establish a column leaching study in the laboratory to attempt to determine the mechanism of the movement of the P in the profile. We believe that there is a potential for the P from the biosolids to move deeper into the profile due to P complexes with the organic material that is dissolved in the soil water. We would use adsorption isotherms to attempt to identify the mechanism for the movement of P in the soil.

IV. Projected Cost:

Table 2. Projected cost for the plant available phosphorus from biosolids study.

Category	Current Proposed	
	2014	2015
Supplies	1650	825
Analysis	600	300
Student hourly	4150	2075
Student hourly fringe (1.0%)	141	21
Travel	400	200
Total direct cost	6941	3421
Indirect cost (48.7 %)	3380	1666
Total cost	10321	5087

Table 3. Projected cost for seasonal dynamics of soil phosphorus pools study.

Category	Current Proposed	
	2014	2015
Supplies	3000	700
Analysis	350	350
Student hourly	1050	1050
Student hourly fringe (1.0%)	36	11
Travel	500	500
Total direct cost	4936	2611
Indirect cost (48.7 %)	2404	1271
Total cost	7340	3882

Table 4. Projected cost for the phosphorus accumulation in the soil profile study.

Category	Current Proposed	
	2014	2015
Supplies	400	600
Analysis	200	600
Student hourly		900
Student hourly fringe (1.0%)		9
Travel	200	200
Total direct cost	800	2309
Indirect cost (48.7 %)	390	1124
Total cost	1190	3433

Table 5. Total Projected cost for the overall study.

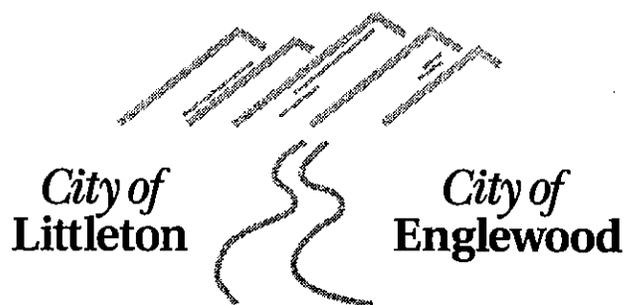
Category	Total Cost	
	Current	Proposed
	2014	2015
Direct Cost	12677	8341
Indirect Cost	6174	4061
Total Cost	18851	12402

V. References:

O'Connor, G. A., D. Sarkar, S. R. Brinton, H. A. Elliott and F. G. Martin. 2004. Phytoavailability of Biosolids Phosphorus. *J ENVIRON QUAL.* 33:703-712.

**LITTLETON/ENGLEWOOD
WASTEWATER TREATMENT PLANT**

2900 S. Platte River Drive
Englewood, Colorado 80110
(303) 762-2600
FAX 762-2620



January 29, 2015

Colorado State University Office of Sponsored Programs
2002 Campus Delivery
Fort Collins, Colorado 80523-2002
Attention: Marilyn Morrissey, Senior Research Administrator

**RE: INTERGOVERNMENTAL AGREEMENT FOR A COOPERATIVE RESEARCH PROJECT
- SLUDGE APPLICATION TO DRYLAND WHEAT FIELDS – 2015 FISCAL YEAR
PROPOSAL**

Dear Ms. Morrissey:

We are pleased to inform you that the 2015 proposals for the following projects were approved at the regularly scheduled meeting of the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee held on July 17, 2014.

1. Cooperative Research Project on Land Application of Sewage Biosolids on dryland wheat, continuing the research projects at the Bennett and Byers sites, and
2. Soil Quality and Plant Productivity Following the Land Application of Chemically Coagulated Phosphorus Biosolids Study.

This letter serves as authorization for the 2015 studies. Authorization is based on the following understanding:

1. The upper expenditure limit for the Bennett study is \$52,481 for fiscal year 2015.
2. The upper expenditure limit for the Byers study is \$57,113 for fiscal year 2015.
3. The upper expenditure limit for the Phosphorus study is \$12,402 for fiscal year 2015.
4. Separate authorization must be obtained for additional work beyond that described in the proposals.
5. Progress reporting and invoicing will be on a quarterly basis. Project reports must accompany all invoices, also on a quarterly basis. A final report will be provided.
6. Invoices are to provide detailed background of project costs according to categories shown in the Proposed Budget Tables in your proposal.
7. All publications pertaining to the research work will be submitted to the cities for review prior to release.
8. All other conditions set forth in your June 2014 proposal shall be incorporated in this agreement.

We anticipate your program will proceed immediately.

Please acknowledge your acceptance of the terms of the agreement by signing the bottom portion of both copies of the signature page. Return one (1) copy to: Littleton/Englewood Wastewater Treatment Plant, 2900 S Platte River Drive, Englewood, CO 80110 for the official City of Englewood records and retain one (1) copy for your records.

Sincerely,

Stewart H. Fonda
Director

ACCEPTANCE OF TERMS OF AGREEMENT:

Signature	Title	Date
-----------	-------	------

SHF/ ah

Enclosure: two signature pages

cc: Dr. Ken Barbarick, Dept of Soil & Crop Sciences, 1170 Campus Delivery, CSU, Ft Collins, CO 80523-1170

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2015

COUNCIL BILL NO. 7
 INTRODUCED BY COUNCIL
 MEMBER OLSON

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ENTITLED
 "U.S. DEPARTMENT OF THE INTERIOR U.S. GEOLOGICAL SURVEY JOINT FUNDING
 AGREEMENT FOR WATER RESOURCES INVESTIGATIONS."

WHEREAS, the City Council of the City of Englewood approved a Joint Funding Agreement between the U.S. Geological Survey by the passage of Ordinance No. 20, Series of 1996, Ordinance No. 87, Series of 1997, and Ordinance No. 5, Series of 1999; and

WHEREAS, the Englewood City Council approved the Joint Funding Agreement for 5 additional one year periods with the passage of Ordinance No. 2, Series of 2001; and

WHEREAS, the Englewood City Council approved the Joint Funding Agreement for 5 additional one year periods with the passage of Ordinance No. 68, Series of 2008; and

WHEREAS, stream flow gages located at Union Avenue and the South Platte River, are operated and maintained by the U.S. Geological Survey and have been in operation since 1990; and

WHEREAS, the data provided by the gauging station is required by the State Water Commissioner in order to make releases from Chatfield Reservoir during low flow situations in which insufficient water is available to meet pumping demands at Union Avenue Pump Station; and

WHEREAS, the data provided by the gauging station and monitoring station located on the South Platte River in Englewood assists in determining state water quality permit requirements for the Littleton/Englewood Wastewater Treatment Plant; and

WHEREAS, this Ordinance will approve the "Joint Funding Agreement For Water Resources Investigations" with the U.S.G.S. for the period of October 1, 2014 through September 30, 2015; and

WHEREAS, the passage of this Ordinance will approve the City Manager shall be authorized to further extend the Intergovernmental Joint Funding Agreement For Water Sources Investigations between the Littleton/Englewood Wastewater Treatment Plant and the U.S. Geological Survey United States Department Of The Interior for five additional one (1) year periods; and

WHEREAS, the Littleton/Englewood Wastewater Treatment Plant contribution is \$19,150 per year; and

WHEREAS, the contribution of the Englewood Utility Department is \$10,790 per year; and

WHEREAS, the U.S.G.S. contribution is \$18,175 per year under this Agreement; and

WHEREAS, the L/E Supervisory Committee recommended approval of this Agreement at their January 15, 2015 meeting.

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

Section 1. The intergovernmental agreement "U.S. Department Of The Interior U.S. Geological Survey Joint Funding Agreement For Water Resources Investigations", for the period of October 1, 2014 to September 30, 2015, attached hereto as "Exhibit A," is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor is authorized to execute the Intergovernmental Joint Funding Agreement For Water Sources Investigations for and on behalf of the City of Englewood, Colorado.

Section 3. The passage of this Ordinance will approve the "Joint Funding Agreement For Water Resources Investigations" with the U.S.G.S. for the period of October 1, 2014 through September 30, 2015.

Section 4. The City Manager shall be authorized to further extend the Intergovernmental Joint Funding Agreement For Water Sources Investigations between the Littleton/Englewood Wastewater Treatment Plant and the U.S. Geological Survey United States Department Of The Interior for five additional one (1) year periods.

Introduced, read in full, and passed on first reading on the 17th day of February, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 19th day of February, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 18th day of February, 2015 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of March, 2015.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2015, on the 5th day of March, 2015.

Published by title on the City's official website beginning on the 4th day of March, 2015 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 2015.

Loucrishia A. Ellis

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS**

Customer No: 600000881
Agreement No: 15CMCO15 018 0000
Project No:
TIN #: 846000583
Fixed Cost Agreement Yes No

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THIS AGREEMENT is entered into as of the 1st day of **October, 2014** by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **City of Englewood**, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation and maintenance of streamflow and water quality stations in the South Platte River basin, hereinafter called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00.
 - (a) **\$14,925.00** by the party of the first part during the period **October 1, 2014 to September 30, 2015**
 - (b) **\$34,740.00*** by the party of the second part during the period **October 1, 2014 to September 30, 2015**

***Unmatched \$19,815.00**

 - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to ensure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (Form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

USGS Point of Contact

Name: Greg Smith
 Address: PO Box 25046, MS 415
Denver, CO 80225
 Telephone: 303-236-6945
 Email: _____

Customer Point of Contact

Name: Stewart H. Fonda
 Address: 1000 Englewood Parkway
Englewood CO. 80110
 Telephone: (303) 762-2636
 Email: _____

By James E. Kircher Date 12/2/14
 Name: _____
 Title: Director

By _____ Date _____
 Name: Randy P. Penn, Mayor
 Title: _____

Attachment 1.

City of Englewood FY 2015 Program

Station number	Station Name	Ranking	4 Parameter QW Sonde O & M			Streamflow Stations O & M			
			Total QW	Englewood	USGS FMF	Total SW	Englewood	USGS FMF	NSIP
06710247	S. Platte River below Union Ave	M				\$16,100	\$10,790	\$5,310	
06711565	S. Platte River at Englewood	H	\$28,765	\$19,150	\$9,615	\$8,050	\$4,800	\$0	\$3,250
Totals			\$28,765	\$19,150	\$9,615	\$24,150	\$15,590	\$5,310	\$3,250

* One half of Streamflow station cost paid by Englewood and the other half is funded through the Urban Drainage and Flood Control District / USGS Cooperative agreement.

Combined Englewood and USGS Costs	\$52,915
Englewood Share of Program Costs	\$34,740
USGS Federal Matching Funds	\$14,925
NSIP (National Streamflow Information Program) funds	\$3,250

COUNCIL COMMUNICATION

Date: March 2, 2015	Agenda Item: 9 c i	Subject: Resolution amending fees for Public Works Right-of-Way Permits
Initiated By: Department of Public Works		Staff Source: Dave Henderson, Deputy Public Works Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approved Resolution No. 34, Series 2003, establishing the Public Works permits fee schedule. Council approved Resolution No. 86, Series 2012, amending the Public Works permits fee schedule. Council approved Resolution No. 90, Series 2012, amending the Public Works permits fee schedule. Staff discussed the proposed fee schedule with City Council at the February 2, 2015 Study Session.

RECOMMENDED ACTION

Staff recommends Council approval of a resolution modifying the Public Works Right-of-Way permit fee schedule. Said fees will become effective on April 1, 2015.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Staff has been evaluating fees charged for work within the public right-of-way. The last fee adjustment was in December, 2012 (Resolution No. 90, Series of 2012). Staff has been tracking the cost to provide this service and recommends adjustments as detailed below:

<u>Type of Permit/Service</u>	<u>Existing Fee</u>	<u>Proposed Fee</u>
Excavation Permit Fee	\$95.00 (flat fee)	\$115.00 (flat fee)
Asphalt Patch Fee	\$6.90/sq. ft.	\$12.25/sq. ft.
Gravel Alley Cut Fee	\$2.00/sq. ft.	\$2.00/sq. ft.
Concrete Permit	\$100.00 (flat fee)	\$115.00 (flat fee)
Working without Permit	Double Fee	Double Fee
Re-inspection Fee	\$50.00	\$75.00
 <u>Occupancy Permits</u>		
Dumpster (resident)	\$25.00	\$25.00
Contractor Occupancy	\$95.00	\$115.00
Block Party	\$0*	\$0*
Oversize/Overweight Vehicle	Per State Fee	Per State Fee

*City provides barricades (delivery and pick up)

The proposed fee schedule above will be for typical contractor projects. Development projects or projects requiring detailed plan review will be charged for the actual time spent for processing, review, and inspection. The amount will be estimated by staff and collected at the time the permit is issued. The contractor will receive a refund if actual costs are less than estimated. The contractor will be required to

reimburse for actual costs exceeding the estimate. Costs will be based on the following fully loaded labor rates:

<u>Labor Type</u>	<u>Existing Rate</u>	<u>Proposed Rate</u>
Clerical	\$35.00 per hour	\$38.00
Engineers	\$58.00 per hour	\$63.00
Inspectors	\$48.00 per hour	\$52.00

The proposed fees will still be on the lower end of what most other local governments are charging (see the table below).

City	Excavation in Street Permit	Asphalt Patch	Excavation in Alley Permit	Gravel Alley Repair	Concrete Permit	Dumpster Permit
Sheridan	\$200	*	\$200	*	\$25	\$0
Littleton	\$110	*	\$110	*	\$110	\$0
Golden	\$206	\$388	\$206	N/A	\$50	\$50
Centennial	\$315	\$150 min.	\$315	*	\$340	\$25
Englewood Proposed	\$115	\$306	\$115	\$50	\$115	\$25

* "By Contractor"

NOTE: Estimated Asphalt Patch fees based on 5' x 5' (25 sq. ft.)

In-house Englewood Utilities projects will reimburse for estimated actual patching costs.

FINANCIAL IMPACT

Additional revenue projections, based on the proposed fees, are in the neighborhood of \$63,000 annually as detailed below:

<u>Type of Permit/Service</u>	<u>Existing</u>	<u>Anticipated</u>	<u>Annual increase</u>
Excavation	\$ 30,000	\$ 36,000	\$ 6,000
Asphalt Patch	\$ 70,000	\$124,000	\$54,000
Gravel Alley Cut	\$ 4,000	\$ 4,000	\$ 0
Concrete Permit	\$ 6,000	\$ 7,000	\$ 1,000
Occupancy Permit	\$ 3,500	\$ 4,500	\$ 1,000
Re-inspection	\$ 250	\$ 750	\$ 500
	<u>\$113,750</u>	<u>\$176,250</u>	<u>\$62,500</u>

LIST OF ATTACHMENTS

Resolution

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION AMENDING FEES FOR PUBLIC WORKS RIGHT-OF-WAY PERMITS.

WHEREAS, the use of the Public Right-of-Way is a benefit to private individuals and companies; and

WHEREAS, that use of the public right-of-way requires costs to the City for engineering reviews or inspections as part of the use permit or development process; and

WHEREAS, City costs for managing the use of the public rights-of-way have increased since the current fees were set in 2012, and the new schedule is reasonably related to the City's costs; and

WHEREAS, the Englewood City Council approved the establishment of the Public Right-of-Way permit fees schedule by the passage of Resolution No. 34, Series of 2003; and

WHEREAS, the Englewood City Council approved modification for Public Works Right-of-Way Permit Fees by the passage of Resolution No. 86, Series of 2012; and

WHEREAS, the Englewood City Council approved amending the Public Works Right-of-Way Permit Fees schedule by the passage of Resolution No. 90, Series of 2012; and

WHEREAS, the passage of this Resolution will adopt a revised fee schedule that is consistent with the estimates of cost to provide the various Right-of-Way permits.

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

Section 1. City Council hereby approves the following amended administrative and management fees:

Fee Schedule for Work Done in the Public Way:

<u>Type of Permit/Service</u>	<u>Fee</u>
Excavation Permit Fee	\$115.00 (flat fee)
Asphalt Patch Fee	\$ 12.25/sq. ft.
Gravel Alley Cut Fee	\$ 2.00/sq ft
Concrete Permit Fee	\$115.00 (flat fee)
Working without Permit	Double Fee
Re-inspection Fee	\$ 75.00

Occupancy Permits:

Dumpster (resident)	\$ 25.00 (flat fee)
Contractor Occupancy	\$115.00 (flat fee)
Block Party	\$ 0 *
Oversize/Overweight Vehicle	Per State Fee

*City provides barricades (delivery and pick up)

The proposed fee schedule above will be for typical contractor projects. Development projects or projects requiring detailed plan review will be charged for the actual time spent for processing, review, and inspection. The amount will be estimated by the City and collected at the time the permit is issued. The contractor will receive a refund if actual costs are less than estimated. The contractor will be required to reimburse for actual costs exceeding the estimate. Costs will be based on the following fully loaded labor rates:

Clerical	\$38.00 per hour
Engineers	\$63.00 per hour
Inspectors	\$52.00 per hour

ADOPTED AND APPROVED this 2nd day of March, 2015.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2015.

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date March 2, 2015	Agenda Item 9 c ii	Subject Granular Activated Carbon Agreement
INITIATED BY Utilities Department		STAFF SOURCE Tom Brennan, Engineer IV

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approved the GAC (Granular Activated Carbon) lease Agreement with American Commonwealth Management Services, Inc. (ACMS) at their October 19, 1998 meeting.

Council approved a GAC lease agreement with American Water Resource at their February 22, 2005 meeting.

Council approved a GAC lease agreement with American Water Resource/A.A.E.T. at their January 22, 2007 meeting.

Council approved a GAC lease agreement with Calgon at their January 19, 2010 meeting in the amount of \$548,373 for 5 filters for 30 months. Plant staff was able to extend life by process improvements.

RECOMMENDED ACTION

The Water and Sewer Board, at their November 11, 2014 meeting, recommended Council approval, by resolution, of the GAC Purchase Agreement to Calgon Carbon Corp. in the amount of \$276,647.55 for two filters for thirty months.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Seasonal algae events in the Allen Water Treatment Plant's raw water supplies can lead to complaints of musty tastes and odors from Englewood customers. Carbon filters have been used successfully for effective taste, odor and total organic coliform removal. The granular activated carbon helps remove the organic and inorganic material which can cause taste and odor problems.

In the past, the GAC media has been leased, but that practice has been discontinued in favor of purchasing virgin carbon. Bids were received and Calgon Carbon Corporation was the lowest acceptable bidder. Carbon requires periodic replacement whenever indicated by an iodine absorption test. The carbon can be replaced whenever indicated by an absorption test or other triggers.

The proposed service contract will include a total of two filters, #5 and #6 in 2015, each requiring 2,700 cubic feet of GAC. The agreement will provide labor and equipment for the removal of the spent GAC and installation of virgin GAC, along with GAC testing every six months

FINANCIAL IMPACT

The agreement with Calgon Carbon Corporation will be for a total of \$276,647.55 for two filters with monthly installments for a thirty months. Calgon Carbon Corporation's quote was the only company deemed to meet specs. Carbon Activated Corp. was low bid at \$242,112.00, but did not meet all specifications because it's mined and manufactured out the country. Specifications require that the product be made in the United States.

LIST OF ATTACHMENTS

Bid Tabulation Sheet

Contract for Services Agreement

Approved Water and Sewer Board Minutes – January 13, 2015

Resolution

City of Englewood Bid Tabulation Sheet

Bid Opening Date: September 30, 2014 2:00 P.M. MDT

Apparent Low Bidder

ITEM BID: ITB-14-019 Granulated Activated Carbon Removal and Installation Services

Vendor	Bid Bond Y/N	SOQ Y/N	Addendum 1 Y/N	Total Bid	Exceptions:
Cabot Norit Activated Carbon					
PO Box 790					
Marshall TX, 75671					
Nikki Vineyard - Inside Sales					
(903) 935-4794	N/A	N/A	N/A	No Bid	
Carbon Activated Corporation					
902 S 27th Ave					
Phoeniz, AZ 85009					
Janet Ruelas - Operations/Sales					
(623) 547-9915	Y	Y	Y	\$ 242,112.00	
Calgon Carbon Corporation					
500 Calgon Carbon Dr					
Pittsburgh, PA 15205					
Robert McLaughlin - VP Municipal					
(412) 787-6810	Y	Y	Y	\$ 276,647.55	

City of Englewood
1000 Englewood Parkway
Englewood, CO 80110
(303) 762-2412

**CONTRACT FOR SERVICES
AGREEMENT**

THIS CONTRACT made and entered into on February, 2015 by and between Calgon Carbon Corporation, 500 Calgon Carbon Dr., Pittsburgh, PA 15205 hereinafter
Name Address City St Zip

called the CONTRACTOR and the CITY OF ENGLEWOOD, hereinafter called the CITY.

WITNESSETH; The parties do hereby contract and agree as follows:

- 1. The CONTRACTOR shall furnish the CITY the following services: To remove and dispose of existing GAC form filters 5 & 6 approximately 5400 cu ft, then furnish and install a total of 5400 cu ft of new unused virgin GAC for filters 5 & 6.

At the location of: 1500 West Layton Ave. Englewood Colorado 80110(if applicable)

for a total contract price of:

Two Hundred Seventy Six Thousand Six Hundred Forty Seven Dollars and 55/100 (\$ 276,647.55).

- 2. The term of this contract shall begin on March, 2015 with work to be completed on or before May, 2015.
- 3. The Contractor shall not commence work under this Contract until the insurance required under Paragraph 20 of the General Terms and Conditions has been acquired and satisfactory proof of such insurance has been submitted to the City.
- 4. The services shall be supervised by, or the project shall be inspected by the Project Manager for the City, or his or her authorized representative.
- 5. **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 the entire and only compensation therefore, such sum or sums of money as may be proper in accordance with the total estimated price or prices set forth in the Contractor's proposal attached hereto and made a part hereof. Payment shall be made in a lump sum upon final completion of the project unless other terms are agreed to by the City in the Statement of Work. A 5% retainage of the awarded project amount will be withheld until final inspection and acceptance by the Project Manager.
- 6. This Contract includes the General Terms and Conditions as printed and set forth in the following pages, and the Contractor, by executing this Contract, agrees to comply with all such General Terms and Conditions.

7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the final written approval by the City or as per the Request for Qualification and Specifications.

8. IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

- | | |
|--|--|
| _____ Proposal/Scope of Work Statement | _____ Insurance Forms |
| _____ Purchase Order No. | _____ Immigration documents
(if applicable) |

CITY OF ENGLEWOOD

By _____ (signature) _____ (date)

(Print Name)
Contractor

By _____ (signature) _____ (date) 12/01/14

Robert A. McLaughlin/Vice President Municipal
(Print Name)

NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the City requires your federal tax identification number or Social Security Number, whichever is applicable.

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The City reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

2. **SITE EXAMINATION.** If applicable, Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote, the Contractor warrants that he or she (hereinafter he or his) made such site examination as they deem necessary regarding the condition of the site; its accessibility for materials, workmen and utilities and the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described. The services shall be performed at such times and places as directed by the authorized City representative as indicated in the work specifications or statement of work attached hereto.

4. **SUBCONTRACTORS.** Contractor agrees to bind every subcontractor to the terms of this contract as far as such terms are applicable to subcontractors work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the City for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the City.

5. **DEFAULT BY CONTRACTOR.** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications or the Statement of Work, the City may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and enter into a new contract in such a manner which would be to the best advantage of the City. The City reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the City, if requested.

6. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by both parties.

7. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor who the City may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at the site without written consent from the City.

8. **SUBSTITUTIONS.** No substitutions of materials or persons from those specified in the Statement of Work shall be made without the prior written approval of the City.

9. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

10. **CLEAN UP.** Debris shall be removed from the premises. The job site shall be kept in good order at all times when work is not actually

being performed and shall be maintained in a safe and clean condition.

11. **ACCESS TO WORK.** City representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

12. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of the construction.

13. **OCCUPANCY.** The City reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

14. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the City.

15. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, or the commandeering of materials, products, plants or facilities by the government; when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

16. **HOLD HARMLESS CONTRACT.** The Contractor shall save, defend, hold harmless and indemnify the City from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on property under the terms of this contract by any employee, agent, or representative of Contractor and/or its subcontractors unless such loss was a result of the negligent acts or omissions of the City.

17. **PAYMENT.** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract or Purchase Order. The City shall make payment for materials, supplies or other services furnished under this Contract in lump sum on completion of the work within thirty (30) days after delivery to and approval by the authorized City representative of all invoices and other documentary evidence reasonably required by the City including the satisfactory release of all liens or claims for liens by subcontractors, laborers, and material suppliers for work or materials provided under this Contract or Purchase Order (which approval shall not be unreasonably withheld).

18. **PERMITS AND LICENSES.** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, including any licenses or permits required by the City in connection with the furnishing of materials, supplies, or services herein listed.

19. **CONTRACTOR NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE CITY.** While engaged in or carrying out other terms and conditions of the Contract or Purchase Order, the

Contractor is an Independent Contractor, and not an officer, employee, agent, partner, or joint venture of the City.

20. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE. The Contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to City. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the City's prior written consent. The City shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until this insurance has been obtained.

a) WORKER'S COMPENSATION INSURANCE. The Contractor shall procure and shall maintain during the life of this contract, Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work subcontracted, the Contractor shall require the subcontractor provide Worker's Compensation Insurance for all of the subcontractors employees to be engaged in such work unless such employees are covered by the Contractor's Worker's Compensation Insurance.

b) CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. The Contractor and any subcontractor shall procure and shall maintain during the life of this contract, Contractor's Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and shall also maintain Contractor's Property Damage Insurance in an amount not less than \$1,000,000.

21. WARRANTY/QUALITY. The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable Colorado energy, conservation, and environmental standards; Unless a longer minimum period is required in the statement of work. Contractor shall furnish all manufacturers' and supplier' written guarantees and warranties covering materials and equipment furnished pursuant to this Contract or Purchase Order.

22. ASSIGNMENT OF CLAIMS. In submitting a quote on this project, the Contractor or any subcontractor agreeing to supply goods, services, or materials, and entering into this contract, the Contractor and/or subcontractor do offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have pursuant this contract or subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the parties.

23. COMPLIANCE WITH LAWS. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified in the Statement of Work. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the City, in writing, and, at the sole option of the City, any necessary changes to the scope of work shall be made and this contract shall be appropriately amended, in writing, or this contract shall be terminated effective upon Contractor's receipt of a written termination notice from the City. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the City of such violation, Contractor shall bear all costs arising therefrom.

24. TIME IS OF THE ESSENCE. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

25. GOVERNING LAW. This contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue will be proper in Arapahoe County, CO.

26. NO ORAL MODIFICATION. Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

27. TABOR. The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). Any provision of this contract or its attachments which imposes upon the City, directly or indirectly, any financial obligation whatsoever to be performed or which may be performed in any fiscal year subsequent of the year of execution of this contract is expressly made contingent upon and subject to funds for such financial obligation being appropriated, budgeted and otherwise made available.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

29. VERIFICATION OF COMPLIANCE WITH C.R.S. 8-17.5-101 ET-SEC. 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 for services. 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 subcontract 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 had 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 29.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Scope of Work**A. Purchase and Sale:**

1. Contractor shall supply the GAC required for the City's filters at the Allen Water Treatment Plant as the current GAC needs replacement for the City's GAC filters as specified in Exhibit A (Bid Form) attached hereto and incorporated herein.
2. Contractor guarantees that the GAC provided shall be according to the specifications and samples submitted and installed according to AWWA standards.
3. The purchase and installation of the GAC will be on an as needed basis for filters numbered five and six.
4. Contractor will retrieve and dispose of the GAC at the end of its useful life, as determined by the City, should the City purchase replacement GAC from the Contractor and should the GAC comply with the Contractor's acceptance criteria. Both parties understand the term "useful life of the GAC" is subjective and the Contractor will make recommendations as to the condition of the GAC based on the periodic test results.

B. Services:

1. Contractor will provide supervision, labor and all equipment for the installation of the virgin GAC into the filters on a schedule agreed to by both parties. The City will provide all necessary water, electricity, and suitable drainage to accomplish the installation of the virgin GAC in the filters.
2. Contractor will test all GAC supplied under the Agreement every six (6) months or on another periodic schedule as requested by the City. Such tests shall equal five (5) complete sampling analytical suites for each GAC filter to be supplied by the Contractor at no additional charge beyond the payments described in Paragraph C herein. The first test will occur six (6) months after the installation of GAC into each of the filters covered under this Agreement.
3. Should the City require additional samples for each filter beyond this quantity, the City will pay for them at the unit price supplied by the Contractor with this Agreement, for the following analysis:
 - a. Iodine Number
 - b. Effective Size
 - c. Ash Content
 - d. Uniformity Coefficient

C. Consideration:

The City shall pay the Contractor for the services provided hereunder a monthly installment fee of \$ 4,577.46 per filter, per month, beginning on the tenth (10th) day of the month following installation of the GAC into filters 5 and 6. These installment payments shall continue for thirty (30) months after the installation of the new GAC in each filter. The total cost to the City shall not exceed \$ 276,647.55 (\$ 4,577.46 per filter x 30 months x 2 filters).

D. Termination:

This Agreement shall terminate at the end of the useful life of the GAC installed in the City's filters as determined by the City, unless extended by written mutual agreement of the parties. Should the Contractor fail to provide GAC and services as provided in Exhibit A, the City, with 30 days written notice and the Contractor's continued failure to provide GAC and services during such notice period, may terminate this agreement for cause.

E. Miscellaneous:

1. This Agreement shall not be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld. Any assignee shall assume all the obligations of this Agreement and the assignor shall not be relieved of its obligations under this Agreement by reason of such assignment.
2. Contractor warrants that the GAC delivered hereunder shall conform to the specifications agreed to in writing by the parties for a period of thirty (30) days from the date of shipment and any services provided hereunder shall be performed in a workmanlike manner in accordance with industry standards.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/03/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. Six PPG Place, Suite 300 Pittsburgh, PA 15222 Attn: Pittsburgh.certrequest@marsh.com J02175-Cap-14-15	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Calgon Carbon Corporation Attn: Cynthia Ligo 400 Calgon Carbon Drive Pittsburgh, PA 15205	INSURER A: National Union Fire Ins Co Pittsburgh PA	NAIC # 19445
	INSURER B: N/A	N/A
	INSURER C: The Insurance Company of the State of Pennsylvania	19429
	INSURER D: N/A	N/A
	INSURER E: _____	_____
	INSURER F: _____	_____

COVERAGES **CERTIFICATE NUMBER:** CLE-004170816-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		GL1929758	08/01/2014	06/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Self-Insured Retention \$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA0948237 (AOS) CA0939681 (MA)	08/01/2014 08/01/2014	06/01/2015 08/01/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____					EACH OCCURRENCE \$ _____ ACCRAGATE \$ _____
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCO18721164 (CA) WCO18721165 (AZ) WCO18721166 (LA, MI, MS, OR, TX, NY) WCO18721167 (NJ)	06/01/2014 06/01/2014 06/01/2014 08/01/2014	08/01/2015 08/01/2015 06/01/2015 08/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Englewood is/are included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Englewood
 1000 Englewood Parkway
 Englewood, CO 80110

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.
 Manashi Mukherjee

AGENCY CUSTOMER ID: J02175

LOC #: Pittsburgh



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Calgon Carbon Corporation Attn: Cynthia Ugo 400 Calgon Carbon Drive Pittsburgh, PA 15205	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

POLICY NUMBER: WC018721168
 STATE(S) COVERED: MA, ND, OH, WA, WI, WY
 INSURER: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
 EFFECTIVE AND EXPIRATION DATES: 06/01/2014 - 06/01/2015

POLICY NUMBER: WC018721163
 STATE(S) COVERED: IL, KY
 INSURER: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
 EFFECTIVE AND EXPIRATION DATES: 06/01/2014 - 06/01/2015

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2014 forms a part of

policy No. GL 192-97-56 issued to CALGON CARBON CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLY NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 TRUCKERS COVERAGE FORM
 GARAGE COVERAGE FORM

COMMON POLICY CONDITIONS, A. - Cancellation, 2. is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. TEN (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. NINETY (90)* days before the effective date of cancellation if we cancel for any other reason.

* The notice period provided shall not be less than that required by applicable state law(s).

 Authorized representative or
 Countersignature (in States Where
 Applicable)

WATER & SEWER BOARD
MINUTES

JANUARY 13, 2015

Present: Wiggins, Penn, Lay, Gillit, Oakley, Habenicht, Waggoner, Moore
Absent: Burns, Olson
Also present: Stewart Fonda, Director of Utilities
John Bock, Manager of Administration
Tom Brennan, Utilities Engineer
Jason Clark, Water Production Supt.

The meeting was called to order at 5:00 p.m.



1.

The Board received the minutes of the October 7, 2014 Water and Sewer Board meeting and the October 9, 2014 phone vote.

2. GUEST: ERIC BENNETT – 2740 S. DELAWARE ST. – TAP FEES FOR A DUPLEX.

Mr. Bennett bought a property at 2740 S. Delaware St. with the intent to build a duplex to be sold separately. Mr. Bennett appeared to request a variance. If granted, he would not be required to pay additional water and sewer tap fees for a property that will be divided and sold separately. He is requesting Board approval for both units to have one water and sewer tap with a party wall agreement. He found out at the design review meeting that Englewood City Code requires two water and sewer taps.

The Board discussed possible future owner/tenant problems with a party wall agreement for a single water & sewer line. The Board was polled and, while they were sympathetic that there was a miscommunication during his due diligence, the Board believed it would be generally more beneficial to all to have separate taps for each side.

Motion: To deny Mr. Bennett's request for a variance to allow one water and sewer tap at 2740 S. Delaware St. for two units being sold separately.

Moved: Waggoner Seconded: Lay

Ayes: Waggoner, Lay, Gillit, Habenicht, Wiggins

Nays: Oakley, Moore, Penn

Members absent: Burns, Olson

Motion carried.



3. GAC CONTRACT.

Granular activated carbon (GAC) is used to remove organic and inorganic material which can cause taste and odor problems in treated water. In the past, the GAC media has been leased, but that has been discontinued in favor of purchasing virgin carbon. Carbon requires periodic replacement whenever indicated by an iodine absorption test. Bids were received and Calgon Carbon Corporation was the lowest acceptable bidder at \$276,647.55 for 2,700 cubic feet of GAC two filters.

Motion: Recommend Council approval of the GAC Purchase Agreement to Calgon Carbon Corp. in the amount of \$276,647.55 for two filters for thirty months.

Move: Waggoner Seconded: Habenicht

Motion carried.



4. ARTICLES:

The Board received the following Denver Post articles; "A waterline in the sand " and " A tall rethink of water."



4. 3560 & 3590 S. CLARKSON ST. – SANITARY SEWER SERVICE.

A Council Request was received by the Utilities Department regarding a vacant lot at 3560 and 3590 S. Clarkson St. Utilities staff noted the lot's sanitary sewer connection and elevation problems are due to the property being lower than the sewer main. The lot would require a lift station or a main extension into Hampden to resolve the sanitary sewer flow issue and would be the responsibility of the developer.



6. ALLEN PLANT ROOF

The Allen Plant roof bid was discussed. It will be presented next meeting for recommendation to Council.

Adjourned 5:45 p.m.

The meeting adjourned at

The next Water and Sewer Board meeting will be Tuesday, February 10, 2015 at 5:00 in the Community Development Conference Room.

Respectfully submitted,

Cathy Burrage
Recording Secretary

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION AUTHORIZING A CONTRACT FOR LEASE OF GRANULAR
ACTIVATED CARBON (GAC) FILTERS FOR THE ALLEN WATER PLANT UNDER
SECTION 113 OF THE ENGLEWOOD HOME RULE CHARTER.

WHEREAS, the City has a need for GAC at the Englewood Allen Water Treatment Plant because of raw water seasonal algae events in the water which lead to complaints of musty tastes and odors from Englewood customers; and

WHEREAS, the granular activated carbon has been used successfully and helps remove the organic and inorganic material which can cause taste, odor and total organic coliform removal; and

WHEREAS, this process has been used successfully at a number of U.S. water treatment plants for effective taste and odor removal; and

WHEREAS, in the past, the GAC media has been leased, but that practice has been discontinued in favor of purchasing virgin carbon; and

WHEREAS, carbon requires periodic replacement whenever indicated by an iodine absorption test and the carbon can be replaced wherever indicated by an absorption test or other triggers; and

WHEREAS, the Calgon GAC Lease Agreement will provide carbon for two filters [No. 5 and #6 in 2015], and labor and equipment for the removal of the spent GAC and installation of virgin GAC for thirty months, along with GAC testing every 6 months; and

WHEREAS, Carbon Activated Corporation was the low bid, but did not meet all specifications because it's mined and manufactures out of the country, and the specifications require that the product be made in the United States; and

WHEREAS, under Section 113 of the Englewood Home Rule Charter Council - If the lowest bid is not accepted as being the best, such rejection must be approved by Council; and

WHEREAS, the Englewood Water and Sewer Board recommended approval of the Granular Activated Carbon Lease Agreement with Calgon at the November 11, 2014 meeting.

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

Section 1. The Englewood Utilities Department is hereby authorized to accept a lease agreement with Calgon GAC for granular activated carbon filters for the Allen Water Filter Plant, as allowed by Section 113 of the Englewood Home Rule Charter.

ADOPTED AND APPROVED this 2nd day of March, 2015.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2015.

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date March 2, 2015	Agenda Item 9 c iii	Subject Water Meter and ERT Purchase
INITIATED BY Utilities Department		STAFF SOURCE Stewart H. Fonda, Director of Utilities

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approved the 2005 meter purchase in the amount of \$76,785.10 at their March 21, 2005 meeting. Council approved the 2006 meter purchase in the amount of \$51,331.40 at their May 15, 2006 meeting. Council approved the 2009 meter purchase in the amount of \$114,140 at their February 2, 2009 meeting. Council approved the 2010 meter purchase in the amount of \$46,601.10 at their March 9, 2010 meeting. Council approved the 2011 meter purchase in the amount of \$69,145.00 at their May 2, 2011 meeting. Council approved the 2012 meter purchase in the amount of \$99,563.56 at their April 16, 2012 meeting. Council approved the 2013 meter purchase in the amount of \$138,847. At their April 1, 2013 meeting. Council approved the 2014 meter purchase in the amount of \$87,621.36 at their June 2, 2014 meeting.

RECOMMENDED ACTION

The Water and Sewer Board, at their February 10, 2015 meeting, recommended approval, by motion, the purchase of water meters and electronic remote transmitters. Staff recommends purchasing the equipment from National Meter and Automation, Inc. in the amount of \$84,254.36 in conjunction with Denver Water's purchase to ensure the best quantity price.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Utilities Department purchases water meters needed for an entire year by requesting one large bid proposal for additional cost savings. The Utilities Department is converting the metering system to the ITRON Automatic Meter Reading System. All meters and registers purchased will be compatible with the ITRON System. A portion of these meters will be resold to Englewood customers for new installations as part of the flat-rate-to-meter conversion process. Some of the meter stock will be used to replace inactive or poorly functioning meters and to convert existing meters to the ITRON system.

A portion of the 2015 order is electronic remote transmitters (ERTs) for updating existing residential meters, enabling meter readers to obtain meter readings using radio frequencies. This improves accuracy, and at the same time, is a labor saving device.

The Water Department currently has 10,898 accounts, 9,153 of which are metered.

In a typical year:

- About 150 are sold to water customers to convert flat rate accounts to metered when properties change owners.
- Under the Water Conservation Plan with the State of Colorado, 100 meters are set aside for installation in the Test Drive a Meter Program. This program enables meters to be installed by the Utilities Department, allowing the customer to determine the savings of being on a metered-based

bill. If the customer wishes to remain on a meter, the customer reimburses the City for the meter and installation.

- 200 to 300 meters and their electronic registers are used to repair or replace malfunctioning meters.
- New water taps account for approximately a dozen meters.

FINANCIAL IMPACT

Englewood's meter and ERT order is being placed in conjunction with Denver Water Board's Contract with National Meter for the best quantity price. The purchase order is based on a previous bid by Denver Water. Meters and ERTs will be purchased from National Meter & Automation for the amount of \$84,254.36 for meters and ERTs. Of this amount, approximately \$20,000 will be resold to Englewood customers for flat-rate to meter conversions.

There is money budgeted for these meters in the 2015 Budget.

LIST OF ATTACHMENTS

Memorandum – 2015 Request for purchase of new water meters
Approved Water and Sewer Board Minutes – February 10, 2015



CITY OF ENGLEWOOD

MEMORANDUM

TO: John Bock, Administration Manager

FROM: Randy Pierce, Utilities System Support Specialist

DATE: January 21, 2015

SUBJECT: 2015 - Request for purchase of new water meters.

NOTE: The City of Englewood has converted the metering system to ITRON AMR. All registers /ERT will be the ITRON AMR SYSTEM.

We are able to attach to the Denver Water Departments Bid Prices, Contract Number 12770A and 12772A, for their January 5, 2010 bid the effective contract period February 1, 2010 through June 19, 2014. Also, National Meter and Automation has sent us a formal letter stating the price will remain the same as our 2015 annual order also attached.



7220 S Fraser St, Centennial, CO 80112 Tel: (303) 339-9100 Fax: (303) 649-1017

Mr. Randy Pierce
City of Englewood
Water Department
Englewood, Colorado 80110

January 16, 2015

Dear Randy,

As per your request National Meter & Automation, Inc. is pleased to offer an extension of all pricing for Badger Water Meters, Registers, and Itron 100W ERT Modules.

All pricing will remain the same as for calendar year 2014.

This pricing will remain firm thru 12/31/2015

We look forward to working with the City of Englewood for the upcoming year for your water meter and Itron needs.

Thank you,

Noel Frakes
President/CEO

Meter Request 2015

	Make	Model	Size	Unit Price	Request	Total
1	Badger Meter Body	M25	5/8"	\$46.35	100	\$4,635.00
2	Badger Meter Body	M35	3/4"	\$68.19	224	\$15,274.56
6	Itron Encoder Register	M25	5/8"	\$80.00	100	\$8,000.00
7	Itron Encoder Register	M35	3/4"	\$80.00	224	\$17,920.00
13	Itron End Points / ERT	100W		\$111.70	344	\$38,424.80

Total \$84,254.36

WATER & SEWER BOARD
MINUTES

FEBRUARY 10, 2015

Present: Wiggins, Penn, Lay, Gillit, Oakley, Habenicht, Waggoner, Moore,
Burns, Olson

Absent: None

Also present: Stewart Fonda, Director of Utilities
Tom Brennan, Utilities Engineer IV
John Bock, Manager of Administration

The meeting was called to order at 5:00 p.m.



1. MINUTES OF THE JANUARY 13, 2014 MEETING.

The Board received the minutes of the January 13, 2015 Water & Sewer Board meeting.

Motion: To approve the Minutes of the January 13, 2015 Water & Sewer Board
meeting as written.

Moved: Penn Seconded: Habenicht

Abstain: Olson

Motion carried.

COUNCIL COMMUNICATION

Date March 2, 2015	Agenda Item 9 c iv	Subject: Award Contract for Recreation Center HVAC Installation
INITIATED BY: Public Works		STAFF SOURCE: Michael Hogan Facilities and Operations Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Staff discussed the proposed HVAC replacement project and the bids received for equipment and installation with City Council at the February 2, 2015 Study Session.

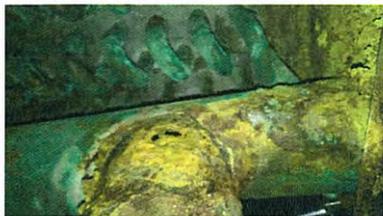
Project approved through 2015 CTF budgeting process.

RECOMMENDED ACTION

Staff recommends that City Council approve, by motion, a construction contract for the **Recreation Center HVAC Replacement Project**. Staff recommends awarding the contact to **Colorado Mechanical Systems Inc.** in the amount of **\$594,800.00**.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The existing cooling tower at the Recreation Center is original to the building, built in 1985, making the equipment 29 years old. The average life span of this type of equipment is 20 years. The cooling tower uses direct/indirect evaporative cooling systems to cool water. That water is pumped to cold water coils in the air handling equipment and is used to cool the air provided to the building. The unit is prone to leak, and the watertight enclosure has worn out. The unit is currently operating at well below 50% efficiency of its designed specifications. With this expected equipment wear the system has significantly degraded in both efficiency and reliability.



A new HVAC system for the building has been engineered by MKK engineering. The existing cooling tower will be replaced by an air cooled chiller mounted on the roof to the rear of the Recreation Center. The new Trane Stealth Chiller will utilize mechanical cooling to chill water well below the levels previously attained with the cooling tower. The cold water will be pumped to the air handling units and passed through new cooling coils installed in the units. In essence, the process of cooling the building is the same except that we will utilize mechanical cooling instead of evaporative. This change will ensure a constant cooling water temperature regardless of outside temperatures and humidity, and allow for a more stable and comfortable indoor air environment.

The installation includes the demolition of the existing equipment as exemplified in the figure to the right, installation of new chiller, related piping and pumping, new air to air heat exchangers, new cooling coils, and connecting all new equipment to the building automation system.



FINANCIAL IMPACT

Three bids were received for the project.

City of Englewood Bid Tabulation Sheet

Bid Opening Date: January 15, 2015 2:00 P.M. MST

ITEM BID: ITB-14-024 Recreation Center HVAC Replacement Project

Apparent Low Bidder

Vendor	Bid Bond Y/N?	Receipt of Addendums 1 & 2 Y/N?	SOQ Y/N?	Total Bid	Exceptions:
American Mechanical Services, LLC 6810 S Tucson Way Centennial, CO 80112 303-806-7300					
Ronald Timmons - VP Legacy Mechanical, Inc. 1455 S Platte River Dr Denver, CO 80223 720-898-3446	Y	Y	Y	\$ 724,590.00	
Barry Westerman Colorado Mechanical Systems, Inc. 1690 S Abilene St Unit 107 Aurora, CO 80012 720-535-9789	Y	Y	Y	\$ 782,300.00	
Nathan Lavrenz	Y	Y	Y	\$ 594,800.00	

The City chose the lowest acceptable bidder, Colorado Mechanical Systems Inc. The City has not used the services of Colorado Mechanical Systems in the past. Reference checks and research finds their qualifications are acceptable. They have successfully completed similar installation projects for local school districts and governmental entities.

Costs associated with the project are as follows:

Colorado Mechanical Systems	\$ 594,800.00
Construction Contingency	\$ 59,480.00
Total Cost	\$ 654,280.00

Original funding for the project is budgeted in Conservation Trust Funds
Additional funding for this project is contingent on approval of a resolution under 11 c ii on this Council meeting.

LIST OF ATTACHMENTS

Contract for Construction

CONTRACT FOR CONSTRUCTION # CFC/15-11

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this ____ day of _____, 20__, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and Colorado Mechanical Systems, Inc., whose address is 1690 South Abilene Street Unit 107, Aurora, Colorado 80012, ("Contractor"), commencing on the 17th day of November, 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: Recreation Center HVAC Replacement Project

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

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

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

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

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

- 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 Public Works and agrees to fully complete said work by October 30th 2015, plus such extension or extensions of time as may be granted by the Director of Public Works 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 Five Hundred Ninety Four Thousand Eight Hundred Dollars (\$594,800.00). A 5% retainage of the awarded project amount will be withheld until final inspection and acceptance by the Project Manager.
- H. Appropriation of Funds: At present, **\$654,280** 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. Liquidated Damages: The City and Contractor recognize that time is of the essence in this Agreement because of the public interest in health and safety, and that the City will suffer financial loss, and inconvenience, if the Work is not complete within the time specified in the bid documents, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by the City if the Work is not complete on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay the City **\$100.00** for each day that expires after the time specified for substantial completion until the Work is complete, and **\$100.00** for each day that expires after the time specified for final completion until the Work is finally complete.
- J. 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.
- K. 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.
- L. Contractors Guarantee: The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of two (2) years from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of Public Works whose decision upon the matter shall be final and obligatory upon the Contractor.

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

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

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

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

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

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

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

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

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

CITY OF ENGLEWOOD

By: _____ Date: _____
(Department Director)

By: _____ Date: 19 Feb 15
(City Manager)

By: _____ Date: _____
(Mayor)

ATTEST: _____
City Clerk

Colorado Mechanical Systems, Inc.
ny name)

By: _____ Date: 2/17/2015

(Signature)
Jeshuah F. Skinner, President
(Print name and Title)

STATE OF Colorado)
) ss.

COUNTY OF ARAPAHOE)

On this 17TH day of FEBRUARY, 2015 before me personally appeared JOSHUAH SKINNER, known to me to be the PRESIDENT of COLORADO MECHANICAL SYSTEMS, INC., 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: 09 / 24 / 2016

NOTARY U

LINDSEY LAVRENZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124062139
MY COMMISSION EXPIRES SEPTEMBER 24, 2016

Further, every Surety on this bond shall pay to this Owner all costs and attorney fees necessary to enforce the provisions on the bond provisions contained herein.

Unless prohibited by law, an action on the payment and performance provisions of this bond may be brought by the Owner or any person entitled to the benefits of this bond at any time within five years from date of final settlement of the Contract, and under the maintenance provisions of this bond an action may be brought within five (5) years from the time the cause of action arises.

Principal and Surety are jointly and severally liable under the provisions hereof and action against either or both may proceed without prior action against the other, and both may be joined in one action.

SIGNED AND SEALED THIS 17th day of February, 2015.

IN PRESENCE OF:

Colorado Mechanical Systems, Inc.
1690 Abilene St Suite 107 Aurora, CO 80012

Not Applicable _____

By: _____ Name _____ Title President

ATTEST: (As to Corporation)

By: _____
Secretary / _____

Westchester Fire Insurance Company
436 Walnut Street, P.O.Box 1000, Philadelphia, PA 19106

(CORPORATE SEAL)

By: _____
Attorney in fact Sarah Brown
(SEAL OF SURETY)

COUNTERSIGNED:

By: _____
Resident Agent (Print Name Below)
Jessica Rini

(Accompany this bond with Attorney-in-fact's authority from the Surety to execute the bond, certified to include the date of the bond.)

Approved for the City of Englewood: By: _____
City Manager

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Colorado Mechanical

KNOW ALL MEN BY THESE PRESENTS That we Systems, Inc. hereinafter called the Principal, and Westchester Fire Insurance Company hereinafter called the Surety, are jointly and severally held and firmly bound unto THE CITY OF ENGLEWOOD, County of ARAPAHOE, State of COLORADO, hereinafter called the Owner, in the sum of Six Hundred Fifty Four Thousand * (\$ 654,280.00), lawful money of the United States of America, to be paid to the Owner for the payment whereof the Principal and Surety hold themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly bound by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____ entered into a Contract with the Owner for the construction of Recreation Center HVAC Replacement Project which Contract is by reference made a part hereof the same as though fully set forth herein;

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST, The Principal shall: (1) faithfully perform said Contract on Principal's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the Owner from all costs and damages which said Owner may incur in making good any default.

SECOND, To the extent permissible by law, the Principal shall protect, defend, indemnify and save harmless the Owner, the Architect-Engineer, and their officers, agents, servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property, including in part the loss of use, resulting therefrom, based upon or allegedly based upon any act, omission or occurrence of the Principal, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Principal's direction and control (regardless of whether or not cause in part by a party indemnified hereunder), and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services.

THIRD. The Principal shall pay all persons, firms and corporations, all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment used or rented in the performance of Principal's Contract.

Contractor's Guarantee. The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of one (1) year from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation, and shall keep the same in said work and repair without further compensation for a period of one (1) year from and after completion and acceptance thereof by the City. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of _____, whose decision upon the matter shall be final and obligatory upon the Contractor.

Every Surety on this bond shall be deemed and held, any Contract to the Contrary notwithstanding, to consent without notice:

1. To any extension of time to the Contractor in which to perform the Contract.
2. To any change in the Plans, Drawings, Specifications, Contract or other Contract Documents, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint DiLynn Guern, Donald B Appleby, Florietta Acosta, J.R. Trojan, Kevin W McMahon, Mark Sweigart, Sarah Brown, Susan J Lattarulo, Todd Bengford, all of the City of DENVER, Colorado, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 23 day of September 2014.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 23 day of September, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 25, 2018

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this _____ day of _____



THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 23, 2016.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	CONTACT NAME: Kacie Holgate PHONE (A/C No. Ext): (303) 824-6600 E-MAIL ADDRESS: k	FAX (A/C No.): (303) 370-0118
	INSURER(S) AFFORDING COVERAGE	
INSURED Colorado Mechanical Systems, Inc. 1690 S Abilene St. Units 107 & 108 Aurora CO 80012	INSURER A: Continental Western Ins Co	NAIC # 10804
	INSURER B: Pinnacol Assurance	NAIC # 41190
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPA304048722	9/12/2014	9/12/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp Ded: 500 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll Ded: 500			CPA304048722	9/12/2014	9/12/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			CPA304048722	9/12/2014	9/12/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4158917	10/1/2014	10/1/2015	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			CPA304048722	9/12/2014	9/12/2015	Limit: 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER 13037836951@rcfax.com City of Englewood 1000 Englewood Parkway Englewood, CO 80110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kacie Holgate/KACHOL
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COUNCIL COMMUNICATION

Date: March 2, 2015	Agenda Item: 11 a i	Subject: Tennis Courts Amendment to Englewood Schools IGA for Shared Services and Joint Activities
Initiated By: Department of Parks and Recreation	Staff Source: Jerrell Black, Parks and Recreation Director Dave Lee, Open Space Manager	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Vision: To promote and ensure a high quality of life, economic viability, and a uniquely desirable community identity through the delivery of reliable, affordable, and flexible services and by proactively collaborating with our citizens and businesses to develop an environment that fosters safety and opportunity.

City Council previously approved Ordinance No. 63, Series of 2013 approving an intergovernmental agreement between the City of Englewood and Arapahoe County School District No. 1 consolidating previous shared service and joint activity intergovernmental agreements between the two parties and modifying agreements concerning Hosanna Field and authorizing applications for grants.

RECOMMENDED ACTION

Staff recommends that Council approve a bill for an ordinance updating an intergovernmental agreement to include maintenance and scheduling of the newly constructed tennis courts located at the Englewood Campus, 3800 S. Logan St.

BACKGROUND, ANALYSIS AND ALTERNATIVES IDENTIFIED

Englewood Parks and Recreation currently maintains and schedules activities on the Hosanna Complex athletic fields. Council approved an updated intergovernmental agreement (IGA) in 2013 which terminated many outdated agreements, consolidated other agreements and added a new agreement for the new synthetic turf field.

Part of the 2013 IGA terminated the agreement for the old high school tennis courts as they were removed when the new campus was built. When the 2013 IGA was written, the new tennis courts had not yet been constructed. Since that time, the new school campus has been completed, including the new tennis courts.

FINANCIAL IMPACT

The financial impact of maintaining the tennis courts is minor and has been added into the 2015 Parks Expenditure Budget. Englewood Parks and Englewood Schools agree to split the cost of future court resurfacing, line painting, net replacement and fence windscreen replacement.

LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 5
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND THE ARAPAHOE COUNTY SCHOOL DISTRICT NO. 1 RELATING TO THE MAINTENANCE OF THE TENNIS COURTS AT THE 7-12 CAMPUS

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between the City of Englewood and the Arapahoe County School District No. 1 which consolidated previous shared service and joint activity Intergovernmental Agreements between the two parties; modified agreements concerning Hosanna Field and authorized application for grants by the passage of Ordinance No. 63, Series of 2013; and

WHEREAS, in that Intergovernmental Agreement a prior agreement pertaining to tennis and hand ball courts was terminated because the tennis courts have been removed and replaced with an inline hockey rink; and

WHEREAS, the Englewood School District has constructed new tennis courts at the 7-12 Campus and the parties wish to clarify their responsibilities as to those new tennis courts.

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

Section 1. The Intergovernmental Agreement between the City of Englewood and the Arapahoe County School District No. 1 (a.k.a. the Englewood School District), dated November 18, 2013, shall be amended by adding a First Amendment to that Agreement, attached hereto as Exhibit A.

Section 2. The Intergovernmental Agreement between the City of Englewood and the Arapahoe County School District No. 1 (a.k.a. Englewood School District) shall be amended by the Addition of a new Section 5, and a new Section 6 to clarify each party's responsibility regarding the tennis courts at the 7-12 Campus.

Introduced, read in full, and passed on first reading on the 2nd day of March, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 5th day of March, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 4th day of March, 2015 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 2nd day of March, 2015.

Loucrishia A. Ellis

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ENGLEWOOD
AND
THE ARAPAHOE COUNTY SCHOOL DISTRICT NO. 1
DATED November 18, 2013

This First Amendment to the Agreement is entered into this ____ day of _____, 20____, by and between the City of Englewood, a Colorado Home Rule Municipality (herein called "City") and the Arapahoe County School District No. 1 (Englewood School District).

WHEREAS, the Agreement dated November 18, 2013 was a consolidation and clarification of numerous prior agreements concerning the cooperative relationship between the City of Englewood and Englewood School District; and

WHEREAS, the Englewood School District has recently completed construction of a new 7-12 Campus which includes tennis courts; and

WHEREAS, the City of Englewood and Englewood School District wish to amend the 2013 Agreement to include cooperative responsibilities for these new tennis courts.

THEREFORE the parties agree as follows regarding the 7-12 Campus Tennis Courts

Section 1. A new Section 5 shall be added to the Agreement dated November 18, 2013, to read as follows:

Section 5. Englewood High School Tennis Courts Maintenance and Scheduling:

This agreement between Englewood Schools and the City of Englewood Parks and Recreation Department defines the specific responsibilities between the two parties for maintenance and repairs to the four (4) tennis courts located at the 7-12 Campus.

Englewood School District will:

1. Maintain and repair all tennis court related facilities at the Hosanna Athletic Complex. These are items such as: nets, posts, fencing, screening, lighting, and court surfacing (surface paint colors and line striping), etc.
2. Remove snow and debris from the tennis courts and surrounding areas
3. Be responsible for the activities and functions which they schedule on the tennis courts
4. Perform regular trash removal from the area.

The City of Englewood will:

1. Maintain and be responsible for scheduling recreation activities, community activities and events and notifying Englewood Schools of such activities and events.

COUNCIL COMMUNICATION

Date March 2, 2015	Agenda Item 11 c i	Subject Allen Plant Roof Repair
INITIATED BY Utilities Department		STAFF SOURCE Tom Brennan, Engineer IV

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

None.

RECOMMENDED ACTION

The Englewood Water and Sewer Board, at their meeting on February 10, 2015, recommended Council approval, by resolution, of the bid for the Allen Water Treatment Plant Roofing Replacement Project to Alpine Roofing Company, Inc., the lowest technically acceptable bidder, in the amount of \$481,939.00.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The main roof at the Allen Filter Plant is past the projected life expectancy and in need of replacement. The existing roof system is 35 years old. Upon inspection by Englewood's insurance carrier, it was determined that roofs on the flocc/sed, the meter shop and the dewatering building were storm damaged and need to be replaced.

The project will involve removing and replacing the roofs, along with new utility supports, on the main Allen Water Treatment Plant, the flocc/sed building, meter shop and the dewatering buildings.

FINANCIAL IMPACT

Requests for Bids were published for the Allen Plant Roof Replacement Project.

A bid opening was held on December 18, 2014. The following responses were received:

Contract West Roofing, Inc.	\$458,800.00
Alpine Roofing Co., Inc.	\$481,939.00
Arapahoe Roofing & Sheet Metal, Inc.	\$493,017.00
Central States Roofing & Insulating, Inc.	\$495,064.00
Colorado Moisture Control, Inc.	\$646,544.00
Weathersure Systems, Inc.	\$657,042.00
United Materials	\$693,759.00
ACC Roofing, Inc.	\$819,000.00

The project engineer has reviewed and deemed the Alpine Roofing Company, Inc. bid the lowest, technically acceptable bidder in the amount of \$481,939.00.

This project was budgeted for in 2014 at \$800,000., but will be completed in 2015. The funds are available from the fund balance carried over from 2014.

LIST OF ATTACHMENTS

Memo from Tom Brennan, Englewood Engineer dated Dec. 30, 2014

Email from Michael Groditski dated Dec. 23, 2014

Bid Tabulation Sheet

Contract of Construction

Approved Water and Sewer Board Meeting Minutes – February 10, 2015
Resolution



CITY OF ENGLEWOOD

MEMORANDUM

TO: Englewood Water & Sewer Board

FROM: Tom Brennan, Utilities Engineer

DATE: December 30, 2014

RE: Allen Plant Roof Bid

I recommend accepting Alpine Roofing bid in the amount of \$481,939 as the most advantageous to the best interest of the City.

We received a total of eight bids as detailed in the attached bid tabulation sheet. Contract West Roofing was technically the lowest bidder at \$458,800. Contract West's bid was rejected for the following reasons. They are an out of state company that must secure a local work force to perform the work. Also, their bid is over \$100,000 less than the other bids for the actual roofing portion raising concerns about Contract West installing a quality roof at the listed price. See attached consulting engineer's recommendation for further explanation. Finally, Contract West did one project similar to ours in Colorado. In checking that project the owner stated that Contract West had a difficult time keeping a full crew of local labor resulting in a disorderly job site and project delays. There was also two insurance claims for water damage from leaks incurred during the project.

This project was budgeted for in 2014 at \$800,000, but will be completed in 2015. The funds are available from the fund balance carried over from 2014.

Subject: FW: Allen Plant Roof Bid

From: Groditski, Michael []
Sent: Monday, December 22, 2014 3:15 PM
To: Tom Brennan
Subject: RE: Allen Plant Roof Bid

Tom,

My recommendation is to award the bid to Alpine Roofing Company. Here are my reasons for this recommendation. The three low bidders have a range from \$459,000 to \$493,000. Yet the breakout of their project costs are as follows:

	<u>Demolition</u>	<u>New roof installation</u>	<u>Project Administration</u>	<u>Total Bid</u>
Contract West Roofing	\$43,200	\$310,041	\$105,559	\$458,800
Alpine Roofing	\$61,939	\$391,600	\$28,400	\$481,939
Arapahoe Roofing	\$81,126	\$387,241	\$24,650	\$493,017

23% of Contract West's bid is for administration costs. Alpine's administration cost is 5.8% and Arapahoe's administration cost is 4.9%. That means that of the bid price, Contract West is only using 76% for the roof installation as compared to 94.2% for Alpine and 95.1% for Arapahoe. This does not bode well for the owner. What this appears to be is Contract West skimming a large amount of money off of the bid total which leaves less for a quality roof installation. In terms of dollars spent on the roofing installation, Contract West has bid \$353,241, Alpine has bid \$453,539 and Arapahoe has bid \$468,367. If Contract West's bid is accepted, they will be spending over \$100,000 less on the actual roofing as compared to Alpine Roofing. My opinion is that they cannot install a quality roof at the price they have listed.

My understanding of Contract West Roofing is that they act as a broker on projects. They administer the project but hire a roofing subcontract to perform the work, that is why they have such high administration costs. They make their money on the brokering of the deal with the roofer, not the actual installation. I don't believe it is in the City's Best interest to have a contractor installing a new roof system where they are spending \$100,000 less than the next two bidders.

I hope this helps, let me know if you have any other questions.

Mike Groditski, RRC, RRO
Associate Principal

WJE

Wiss, Janney, Elstner Associates, Inc.

Engineers I Architects I Material Scientists
3609 South Wadsworth Boulevard, Suite 400
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Denver, CO 80216									
Beth Gloss - Owner									
303-623-4166	Y	Y	Y	\$ 87,300.25	\$ 537,083.75	\$ 69,375.00	\$ 693,759.00	None	
Weathersure Systems, Inc.									
3333 S Platte River Dr									
Sheridan, CO 80110									
Phil Owens - President									
303-917-7327	Y	Y	Y	\$ 71,250.00	\$ 498,600.00	\$ 87,192.00	\$ 657,042.00	None	
Central States Roofing & Insulating, Inc.									
5925 Omaha Blvd									
Colorado Springs, CO 80915									
William Hauschildt - Vice President									
719-570-1774	Y	Y	Y	\$ 33,541.00	\$ 399,176.00	\$ 62,347.00	\$ 495,064.00	None	

CONTRACT FOR CONSTRUCTION #CFC/15-7

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this 2nd day of March, 2015, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and Alpine Roofing Co., Inc., whose address is 4780 York St., Denver, CO, ("Contractor"), commencing on the day of Dec. 18, 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 TREATMENT PLANT ROOFING REPLACEMENT

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
Performance Payment Maintenance Bond
Technical Specifications
Drawings sheets_____

- B. Scope of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all the work described, drawn, set forth, shown and included in said Contract Documents.
- C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within **ten (10) days** from being notified to commence work

by the Director of Utilities and agrees to fully complete said work by 9-30-15, 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 Four Hundred Eighty One Thousand Nine Hundred and Thirty Nine (\$ 481,939.00). A 5% retainage of the awarded project amount will be withheld until final inspection and acceptance by the Project Manager.

- H. Appropriation of Funds: At present, \$ 800,000.00 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. Liquidated Damages: The City and Contractor recognize that time is of the essence in this Agreement because of the public interest in health and safety, and that the City will suffer financial loss, and inconvenience, if the Work is not complete within the time specified in the bid documents, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by the City if the Work is not complete on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay the City \$0.00 for each day that expires after the time specified for substantial completion until the Work is complete, and \$0.00 for each day that expires after the time specified for final completion until the Work is finally complete.
- J. 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.
- K. 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.
- L. Contractors Guarantee: The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of two (2) years from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of

Utilities whose decision upon the matter shall be final and obligatory upon the Contractor.

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

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

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

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

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

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

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

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

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

WATER & SEWER BOARD
MINUTES

FEBRUARY 10, 2015

Present: Wiggins, Penn, Lay, Gillit, Oakley, Habenicht, Waggoner, Moore,
Burns. Olson

Absent: None

Also present: Stewart Fonda, Director of Utilities
Tom Brennan, Utilities Engineer IV
John Bock, Manager of Administration

The meeting was called to order at 5:00 p.m.



1. MINUTES OF THE JANUARY 13, 2014 MEETING.

The Board received the minutes of the January 13, 2015 Water & Sewer Board meeting.

Motion: To approve the Minutes of the January 13, 2015 Water & Sewer Board
meeting as written.

Moved: Penn Seconded: Habenicht

Abstain: Olson

Motion carried.

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION AUTHORIZING A CONTRACT FOR THE ALLEN WATER TREATMENT PLANT ROOF REPLACEMENT PROJECT UNDER SECTION 116 (b) OF THE HOME RULE CHARTER.

WHEREAS, the main roof at the Allen Water Treatment Plant is past the projected life expectancy and in need of replacement; and

WHEREAS, upon inspection by Englewood's insurance carrier, it was determined that the roofs on the floc/sed, the meter shop and the dewatering building were storm damaged and need to be replaced; and

WHEREAS, the project will involve removing and replacing the roofs, along with new utility supports, on the main Allen Water Treatment Plant, the floc/sed building, meter shop and the dewatering buildings; and

WHEREAS, the Englewood Water and Sewer Board recommended approval of the Allen Water Treatment Plant Roofing Replacement Project to Alpine Roofing Company, Inc. at the February 10, 2015 meeting;

WHEREAS, a bid opening was held on December 18, 2014 the Allen Water Treatment Plant Roof Replacement Project; and

WHEREAS, staff recommends accepting Alpine Roofing bid in the amount of \$481,939 as the most advantageous to the best interest of the City; and

WHEREAS, the City received a total of eight bids as detailed in the attached bid tabulation sheet; and

WHEREAS, Contract West's bid was rejected for the following reasons:

- They are an out of state company that must secure a local work force to perform the work.
- Concerns about Contract West installing a quality roof at the listed price.
- Consulting engineer's recommendation.
- Contract West has a difficult time keeping a full crew of local labor resulting in a disorderly job site delays on previous Colorado project; and

WHEREAS, the Englewood City Council approved the 2014 Budget which this project but completed in 2015; and

WHEREAS, under Section 116 (b) of the Englewood Home Rule Charter Council shall have final approval of the lowest and best bid or all bids must be rejected. When no satisfactory bids are received or for other reasons deemed expedient to Council, contracts for public works or improvements may be negotiated, provided that contracts for which no competitive bids have been requested shall be invalid unless accepted by resolution which shall declare the reason for exception to the competitive bidding requirement.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes a Contract for a new roof for the Allen Water Treatment Plant Roof Replacement Project, as allowed by Section 116 (b) of the Englewood Home Rule Charter.

ADOPTED AND APPROVED this 2nd day of March, 2015.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2015.

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date: March 2, 2015	Agenda Item: 11 c ii	Subject: Resolution for a transfer of funds from the General Fund to the Public Improvement Fund for the Dartmouth Bridge Project (\$1.5 million) and the Recreation Center HVAC (\$326,000)
Initiated By: Finance and Administrative Services Department		Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council discussed the need to repair/replace the Dartmouth Bridge and the replacement of the Recreation Center's roof and HVAC systems at the February 2, 2015 Study Session. Council requested staff prepare a resolution to move funds from the General Fund to the Public Improvement Fund (PIF) to fund these projects.

RECOMMENDED ACTION

Staff recommends City Council approve the attached transfer from the General Fund to the Public Improvement Fund for the Dartmouth Bridge and the Recreation Center HVAC as follows:

SOURCES AND USES OF FUNDS:

GENERAL FUND:

SOURCE OF FUNDS:

Unassigned Fund Balance	\$1,826,000
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USE OF FUNDS:

Transfer Out to the Public Improvement Fund	\$1,826,000
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PUBLIC IMPROVEMENT FUND:

SOURCE OF FUNDS:

Transfer In from the General Fund	\$1,826,000
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USE OF FUNDS:

Recreation Center HVAC Repair/Replacement	\$326,000
Dartmouth Bridge Repair/Replacement	<u>\$1,500,000</u>
Total Uses of Funds	\$1,826,000

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Council discussed and determined the Dartmouth Bridge and Recreation Center HVAC projects are critical and need to be funded. The Recreation Center HVAC project will be started and completed prior to the summer of 2015. The Dartmouth Bridge Project most likely will not be started until 2016 but is a critical project that requires current funding to obtain grant funds.

FINANCIAL IMPACT

The Unassigned Fund Balance in the General Fund will be reduced \$1,826,000 but due to better than expected financial results in 2013 and 2014 the General Fund has enough reserves to fund these critical investments.

LIST OF ATTACHMENTS

Proposed Resolution

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION TRANSFERRING FUNDS FROM THE GENERAL FUND TO THE PUBLIC IMPROVEMENT FUND FOR THE DARTMOUTH BRIDGE PROJECT AND THE RECREATION CENTER HVAC.

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

WHEREAS, the 2015 Budget was submitted and approved by the Englewood City Council on November 3, 2014; and

WHEREAS, the Englewood City Council at the February 2, 2015 Study Session discussed the need to repair/replace the Dartmouth Bridge and the Recreation Center's roof and HVAC systems; and

WHEREAS, the Englewood City Council directed staff to transfer \$1,826,00 from the General Fund to the Public Improvement Fund; and

WHEREAS, transfer of Appropriations requires Council Resolution per City Charter §92; and

WHEREAS, \$326,000 would be used to repair/replace the Recreation Center HVAC System in 2015; and

WHEREAS, \$1,500,000 would be used to repair/replace the Dartmouth Bridge; and

WHEREAS, although Dartmouth Bridge project repair/replace most likely will not start until 2016, it is a critical project that requires current funding to obtain Grant Funds.

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

Section 1. The Budget for the General Fund of the City of Englewood, Colorado, is hereby amended for the year 2015, as follows:

GENERAL FUND:

SOURCE OF FUNDS:

Unassigned Fund Balance	\$1,826,000
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USE OF FUNDS:

Transfer Out to the Public Improvement Fund	\$1,826,000
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PUBLIC IMPROVEMENT FUND:

SOURCE OF FUNDS

Transfer In from the General Fund	\$1,826,000
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USE OF FUNDS

Recreation Center HVAC Repair/Replacement	\$326,000
Dartmouth Bridge Repair/Replacement	<u>\$1,500,000</u>
Total Uses of Funds	\$1,826,000

Section 2. The City Manager and the Director of Finance and Administrative Services are hereby authorized to make the above changes to the 2015 Budget for the City of Englewood.

ADOPTED AND APPROVED this 2nd day of March, 2015.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2015

Loucrishia A. Ellis, City Clerk