

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, July 6, 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 June 15, 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. Garnett Stewart, an Englewood resident, will be present to address Council regarding green vehicles.
 - b. Leroy Cockrell, an Englewood resident, will be present to address Council regarding green vehicles.
 - c. Barb Chumley, President of Englewood Unleashed, will be present to address Council regarding the Sprinkles and Biscuits Ice Cream Social.
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.)

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.

Council Response to Public Comment.

8. Communications, Proclamations, and Appointments.
 - a. A proclamation recognizing July 2015 as Parks and Recreation Month.
 - b. A resolution appointing Kaitlin R. Baker to the Public Library Board.
 - c. A resolution reappointing Doug Cohn to the Code Enforcement Advisory Committee.
 - d. A resolution appointing Andrew Coonan to the Alliance for Commerce in Englewood Committee.
 - e. A resolution appointing Joseph DeMoor to the Malley Center Trust Fund Board.
 - f. A resolution appointing Stacie Flynn as a voting alternate member to the Board of Adjustment and Appeals.
 - g. A resolution appointing David Goddard to the Alliance for Commerce in Englewood.
 - h. A resolution reappointing Paula Grimes to the Englewood Housing Authority.
 - i. A resolution appointing Nicholas Hubbard as an alternate member to the Cultural Arts Commission.
 - j. A resolution appointing Eric James as an alternate member to the Transportation and Advisory Committee.
 - k. A resolution reappointing James Jordan to the Code Enforcement Advisory Committee.
 - l. A resolution reappointing Martha Kirkpatrick to the Cultural Arts Commission.
 - m. A resolution appointing Kristen Kunz Martin to the Keep Englewood Beautiful Commission.
 - n. A resolution reappointing Marta Mansbacher to the Parks and Recreation Committee.
 - o. A resolution reappointing Amy Martinez to the Cultural Arts Commission.
 - p. A resolution appointing Guy Mason to the Public Library Board.
 - q. A resolution reappointing Chad Michels to the Alliance for Commerce in Englewood Committee.
 - r. A resolution appointing Hannah Miles to the Public Library Board.
 - s. A resolution appointing Ann Elizabeth Morris Cockrell to the Public Library Board.
 - t. A resolution appointing Ben Rector to the Budget Advisory Committee.

- u. A resolution appointing Emmet Reistroffer to the Liquor and Medical Marijuana Licensing Authority.
- v. A resolution appointing Drevvis Ridley to the Liquor and Medical Marijuana Licensing Authority.
- w. A resolution appointing Lisa Ruiz to the Alliance for Commerce in Englewood Committee.
- x. A resolution appointing Kristin Skelton to the Cultural Arts Commission.
- y. A resolution appointing Kathryn A. Sturtevant to the Keep Englewood Beautiful Commission.
- z. A resolution reappointing Steve Ward to the Budget Advisory Committee.
- aa. Recommendation from the Municipal Court to approve a resolution authorizing the reappointment of Angela Schmitz as an Associate Judge.

9. Consent Agenda Items

- a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 27 – Recommendation from the Finance and Administrative Services Department to approve a bill for an ordinance making changes to the NonEmergency Employees Retirement Plan (NERP). **Staff Source: Eric A. Keck, City Manager.**
 - ii. Council Bill No. 30 - Recommendation from the Election Commission/City Clerk's Office to approve a bill for an ordinance authorizing an intergovernmental agreement with Arapahoe County for the November 3, 2015 Coordinated Election. **Staff Source: Loucrishia A. Ellis, City Clerk/Election Commission Member.**
 - iii. Council Bill No. 31 – Recommendation from the City Clerk's Office to adopt a bill for an ordinance authorizing an intergovernmental agreement with Arapahoe County for installation of a mail ballot drop-off box along with video security surveillance recording system at the Englewood Civic Center. **Staff Source: Loucrishia Ellis, City Clerk.**
- b. Approval of Ordinances on Second Reading.
 - i. Council Bill No. 24, authorizing an intergovernmental agreement with Arapahoe County for the acceptance and use of Open Space grant funding in the amount of \$200,100 for the Englewood Parks Gateway Enhancement Phase I.
 - ii. Council Bill No. 25, authorizing an intergovernmental agreement with Arapahoe County for the acceptance and use of Open Space grant funding in the amount of \$300,000 for the Englewood RiverRun Trailhead Phase I.
 - iii. Emergency Council Bill No. 26, creating a moratorium on the establishment of new marijuana consumption establishments.
- c. Resolutions and Motions.

10. Public Hearing Items.

- i. A public hearing to gather input on Council Bill No. 23, vacating The Broadway Planned Development.

11. Ordinances, Resolutions and Motions.

a. Approval of Ordinances on First Reading.

- i. Council Bill No. 28 – Recommendation from the Englewood McLellan Reservoir Foundation to adopt a bill for an ordinance authorizing a ballot question on the November 2015 ballot seeking the approval of the requested lease/sale of property. **Staff Source: Michael Flaherty, Deputy City Manager.**
- ii. Council Bill No. 29 – Recommendation from the City Clerk’s Office to adopt a bill for an ordinance authorizing a ballot question on changes to special election timeframe restrictions. **Staff Source: Loucrishia Ellis, City Clerk.**
- iii. Emergency Council Bill No. 32 – Recommendation from the Finance and Administrative Services Department to adopt a bill for an ordinance authorizing a certificate of participation refund for the Englewood Civic Center. **Staff Source: Kevin Engels, Accounting Manager.**

b. Approval of Ordinances on Second Reading.

c. Resolutions and Motions.

- i. Recommendation from the Englewood McLellan Reservoir Foundation to approve a resolution supporting negotiations with the Shea Properties, d.b.a. Central Park at Highlands Ranch, for lease of approximately 37.9 acres designated as Highlands Ranch Planning Area 81 (PA 81) owned by Englewood McLellan Reservoir Foundation. **Staff Source: Michael Flaherty, Deputy City Manager/ Englewood McLellan Reservoir Foundation.**
- ii. Recommendation from the Human Resources Department to approve a resolution authorizing the Collective Bargaining Agreement with the Englewood Employee Association for 2016-2017. **Staff Source: Vincent Vega, Human Resources Manager.**
- iii. Recommendation from the Parks and Recreation Department to approve, by motion, a contract for sealing and overlay of Romans Park tennis courts and Cushing, Jason, Centennial, Romans and Bates-Logan Parks basketball courts. Staff further recommends awarding the contract to All Seasons Tennis Courts, the lowest acceptable bidder, in the amount of \$49,222. **Staff Source: Dave Lee, Open Space Manager.**
- iv. Recommendation from the Parks and Recreation Department to approve, by motion, the purchase of a Thomas Bus. Staff further recommends purchasing the vehicle through Transwest Truck Sales in the amount of \$126,490. **Staff Source: Joe Sack, Recreation Services Manager and Pat White, Fleet Manager.**

- v. Recommendation from the Public Works Department to approve, by motion, a contract for a lubrication system installation for the fleet shop. Staff recommends awarding the contract to Kubat Equipment & Services, the lowest acceptable bidder, in the amount of \$69,202.85. **Staff Source: Pat White, Fleet Manager.**

12. General Discussion.

- a. Mayor's Choice.
- b. Council Members' Choice.

13. City Manager's Report.

14. City Attorney's Report.

15. Adjournment.



PROCLAMATION

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Englewood, Colorado; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and the outdoors; and

WHEREAS, the U. S. House of Representatives has designated July as Parks and Recreation Month.

NOW THEREFORE, I, Randy P. Penn, Mayor of the City of Englewood, Colorado, hereby proclaim the month of **July, 2015**, as

NATIONAL RECREATION AND PARKS MONTH

in the City of Englewood, Colorado. I call upon Englewood parks and recreation supporters to join in recognizing the importance of our nation's parks and recreation facilities, to recognize the employees and volunteers and to learn more about how to support the places that bring our communities a higher quality of life, safer places to play and healthy alternatives through recreation programming for everyone. I urge the citizens of Englewood to enjoy what their community has to offer by taking part in their favorite sports, and visiting the outdoors.

GIVEN under my hand and seal this 6th day of July, 2015.

Randy P. Penn, Mayor



RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING KAITLIN BAKER TO THE PUBLIC LIBRARY BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Public Library Board prepares and recommends to City Council a master plan for the development and maintenance of the City library system as well as policy issues; and

WHEREAS, there is a vacancy on the Englewood Public Library Board; and

WHEREAS, Kaitlin Baker has applied to serve as a member of the Englewood Public Library Board; and

WHEREAS, the Englewood City Council desires to appoint Kaitlin Baker to the Englewood Public Library Board.

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

Section 1. Kaitlin Baker is hereby appointed to the Englewood Public Library Board. Kaitlin Baker's term will be effective immediately and will expire February 1, 2017.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION REAPPOINTING DOUG COHN TO THE CODE ENFORCEMENT
ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the
Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, the Code Enforcement Advisory Committee is an advisory committee focused
on the activities and services of code enforcement and regulatory processes of the neighborhood
services of the Englewood Police Department; and

WHEREAS, the Code Enforcement Advisory Committee makes recommendations to City
Council and to the City Manager or his designee for improvements relating to neighborhood
services in the City; and

WHEREAS, Doug Cohn has served as a member of the Englewood Code Enforcement
Advisory Committee; and

WHEREAS, Doug Cohn’s term expired on July 1, 2015; and

WHEREAS, the Englewood City Council desires to reappoint Doug Cohn to another term.

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

Section 1. Doug Cohn is hereby reappointed to the Englewood Code Enforcement Advisory
Committee. Doug Cohn’s term will be effective immediately and will expire July 1, 2017.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING ANDREW COONAN TO THE ALLIANCE FOR COMMERCE IN ENGLEWOOD COMMITTEE (ACE) FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood City Council, focusing on the creation of an environment in which existing business can thrive and new business can prosper; and

WHEREAS, there is a vacancy on the Alliance for Commerce in Englewood Committee; and

WHEREAS, Andrew Coonan has applied to serve as a member of Alliance for Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to appoint Andrew Coonan to Alliance for Commerce In Englewood Committee;

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

Section 1. Andrew Coonan is hereby appointed to Alliance for Commerce In Englewood Committee. Andrew Coonan's term will be effective immediately and will expire July 1, 2018.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING JOSEPH DEMOOR TO THE MALLEY CENTER TRUST FUND BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Malley Center Trust Fund was established for the use and benefit of the Englewood Senior Citizen Recreation Center known as the Elsie Malley Centennial Center; and

WHEREAS, the Trustees recommend to the City Council appropriations from the Trust Fund for the use and benefit of the Elsie Malley Centennial Center; and

WHEREAS, there is a vacancy on the Malley Center Trust Fund Board; and

WHEREAS, Joseph DeMoor has applied to serve as a member of the Malley Center Trust Fund Board; and

WHEREAS, the Englewood City Council desires to appoint Joseph DeMoor to the Malley Center Trust Fund Board;

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

Section 1. Joseph DeMoor is hereby appointed to the Malley Center Trust Fund Board. Joseph DeMoor's term will be effective immediately and will expire February 1, 2016.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING STACIE FLYNN AS AN ALTERNATE VOTING MEMBER TO THE BOARD OF ADJUSTMENT AND APPEALS FOR THE CITY OF ENGLEWOOD.

WHEREAS, Stacie Flynn has graciously offered to serve on the City of Englewood’s boards and commissions; and

WHEREAS, currently there are no vacancies on the boards and commissions; and

WHEREAS, the Englewood City Council desires to appoint Stacie Flynn as alternate member to the Board of Adjustment and Appeals; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Board she will be serving on so that she can maintain an understanding of the current issues and rules; and

WHEREAS, because of the necessity of having a quorum for this quasi-judicial board and the super majority voting requirement when a regular member is absent, the alternate for this Board may participate in the hearing and vote on the case heard; and

WHEREAS, while the alternate will only vote at the meetings where a regular member is absent, she is nevertheless requested to attend as many meetings as possible to get a feel for the membership and issues; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

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

Section 1. Stacie Flynn is hereby appointed as an alternate voting member of the Englewood Board of Adjustment and Appeals who may vote if another member of the Board is absent. Stacie Flynn’s term will be effective immediately.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING DAVID GODDARD TO THE ALLIANCE FOR
COMMERCE IN ENGLEWOOD COMMITTEE (ACE) FOR THE CITY OF ENGLEWOOD,
COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the
Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood
City Council, focusing on the creation of an environment in which existing business can thrive
and new business can prosper; and

WHEREAS, there is a vacancy on the Alliance for Commerce in Englewood Committee; and

WHEREAS, David Goddard has applied to serve as a member of Alliance for Commerce In
Englewood Committee; and

WHEREAS, the Englewood City Council desires to appoint David Goddard to Alliance for
Commerce In Englewood Committee;

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

Section 1. David Goddard is hereby appointed to Alliance for Commerce In Englewood
Committee. David Goddard’s term will be effective immediately and will expire July 1, 2018.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION RECOMMENDING PAULA GRIMES FOR REAPPOINTMENT TO THE HOUSING AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Housing Authority has a commitment to provide housing to low and moderate income families within the City of Englewood; and

WHEREAS, Paula Grimes has served as a member of the Englewood Housing Authority; and

WHEREAS, Paula Grimes has offered to serve and has applied for reappointment to the Englewood Housing Authority for another term; and

WHEREAS, the Mayor desires to reappoint Paula Grimes to the Englewood Housing Authority for a term expiring July 1, 2020; and

WHEREAS, the Englewood City Council supports the Mayor’s appointment and wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City.

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

Section 1. Paula Grimes is hereby reappointed to the Housing Authority for the City of Englewood, Colorado. Paula Grimes’ term will be effective immediately and will expire July 1, 2020.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING NICHOLAS HUBBARD AS AN ALTERNATE MEMBER TO THE CULTURAL ARTS COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, Nicholas Hubbard has graciously offered to serve on the City of Englewood’s boards and commissions; and

WHEREAS, the Englewood City Council desires to appoint Nicholas Hubbard as an alternate member to the Englewood Cultural Arts Commission; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Commission he will be serving on so that he can maintain an understanding of the current issues and rules; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

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

Section 1. The Englewood City Council hereby appoints Nicholas Skelton as an alternate member of the Englewood Cultural Arts Commission.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING ERIC JAMES AS AN ALTERNATE MEMBER TO THE
TRANSPORTATION ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD,
COLORADO.

WHEREAS, the Englewood Transportation Advisory Committee has been established as an
advisory committee focused on transportation issues in the City of Englewood and shall seek to
promote close cooperation between the City, individuals, businesses, institutions and agencies
concerned with transportation related activities; and

WHEREAS, Eric James has graciously offered to serve on the City of Englewood’s boards
and commissions; and

WHEREAS, currently there are no vacancies on the boards and commissions; and

WHEREAS, the Englewood City Council desires to appoint Eric James as alternate member to
the Transportation Advisory Committee; and

WHEREAS, City Council has requested staff to send this alternate member packets for the
Board he will be serving on so that he can maintain an understanding of the current issues and
rules; and

WHEREAS, while the alternate will not be able to vote at the meetings, he is nevertheless
requested to attend as many meetings as possible to get a feel for the membership and issues; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service
that this individual wishes to bestow upon the City;

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

Section 1. The Englewood City Council hereby appoints Eric James as an alternate member
of the Englewood Transportation Advisory Committee.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION REAPPOINTING JAMES JORDAN TO THE CODE ENFORCEMENT
ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the
Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, the Code Enforcement Advisory Committee is an advisory committee focused
on the activities and services of code enforcement and regulatory processes of the neighborhood
services of the Englewood Police Department; and

WHEREAS, the Code Enforcement Advisory Committee makes recommendations to City
Council and to the City Manager or his designee for improvements relating to neighborhood
services in the City; and

WHEREAS, James Jordan has served as a member of the Englewood Code Enforcement
Advisory Committee; and

WHEREAS, James Jordan’s term expired on July 1, 2015; and

WHEREAS, the Englewood City Council desires to reappoint James Jordan to another term.

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

Section 1. James Jordan is hereby reappointed to the Englewood Code Enforcement Advisory
Committee. James Jordan’s term will be effective immediately and will expire July 1, 2017.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION REAPPOINTING MARTHA KIRKPATRICK TO THE CULTURAL ARTS COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, the purpose of the Cultural Arts Commission is to provide planning for the development of cultural arts activities and to implement an Arts Plan; and

WHEREAS, Martha Kirkpatrick has served as a member of the Englewood Cultural Arts Commission; and

WHEREAS, Martha Kirkpatrick’s term expired July 1, 2015; and

WHEREAS, Martha Kirkpatrick has offered to serve and has applied for reappointment to the Englewood Cultural Arts Commission; and

WHEREAS, the Englewood City Council desires to reappoint Martha Kirkpatrick to the Englewood Cultural Arts Commission for another term;

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

Section 1. Martha Kirkpatrick is hereby reappointed to the Englewood Cultural Arts Commission. Martha Kirkpatrick’s term will be effective immediately and will expire July 1, 2018.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING KRISTIN KUNZ MARTIN TO KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, there is a vacancy on the Keep Englewood Beautiful Commission; and

WHEREAS, Kristin Kunz Martin has applied to serve as a member of the Keep Englewood Beautiful Commission; and

WHEREAS, the Englewood City Council desires to appoint Kristin Kunz Martin to the Keep Englewood Beautiful Commission.

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

Section 1. Kristin Kunz Martin is hereby appointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Kristin Kunz Martin’s term will be effective immediately and will expire February 1, 2016.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION REAPPOINTING MARTA MANSBACHER AS A YOUTH MEMBER OF THE PARKS AND RECREATION COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Parks and Recreation Commission was established to advise City Council in all matters pertaining to recreation; and

WHEREAS, Marta Mansbacher is a current member of the Englewood Parks and Recreation Commission; and

WHEREAS, Marta Mansbacher's current term expired July 1, 2015; and

WHEREAS, Marta Mansbacher has offered to serve and has applied for reappointment to the Englewood Parks and Recreation Commission; and

WHEREAS, the Englewood City Council applauds the volunteerism of this Englewood youth and desires to reappoint Marta Mansbacher to the Englewood Parks and Recreation Commission;

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

Section 1. Marta Mansbacher is hereby reappointed as a youth member to the Parks and Recreation Commission. Marta Mansbacher's term will be effective immediately and will expire July 1, 2016.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION REAPPOINTING AMY MARTINEZ TO THE CULTURAL ARTS
COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood
City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, the purpose of the Cultural Arts Commission is to provide planning for the
development of cultural arts activities and to implement an Arts Plan; and

WHEREAS, Amy Martinez has served as a member of the Englewood Cultural Arts
Commission; and

WHEREAS, Amy Martinez’s term expired July 1, 2015; and

WHEREAS, Amy Martinez has offered to serve and has applied for reappointment to the
Englewood Cultural Arts Commission; and

WHEREAS, the Englewood City Council desires to reappoint Amy Martinez to the
Englewood Cultural Arts Commission for another term;

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

Section 1. Amy Martinez is hereby reappointed to the Englewood Cultural Arts Commission.
Amy Martinez’s term will be effective immediately and will expire July 1, 2018.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING GUY MASON TO THE PUBLIC LIBRARY BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Public Library Board prepares and recommends to City Council a master plan for the development and maintenance of the City library system as well as policy issues; and

WHEREAS, there is a vacancy on the Englewood Public Library Board; and

WHEREAS, Guy Mason has applied to serve as a member of the Englewood Public Library Board; and

WHEREAS, the Englewood City Council desires to appoint Guy Mason to the Englewood Public Library Board.

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

Section 1. Guy Mason is hereby appointed to the Englewood Public Library Board. Guy Mason's term will be effective immediately and will expire February 1, 2018.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION REAPPOINTING CHAD MICHELS TO THE ALLIANCE FOR
COMMERCE IN ENGLEWOOD (ACE) COMMITTEE FOR THE CITY OF ENGLEWOOD,
COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the
Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood
City Council, focusing on the creation of an environment in which existing business can thrive
and new business can prosper; and

WHEREAS, Chad Michels is a current member of Alliance For Commerce In Englewood
Committee; and

WHEREAS, Chad Michels' term expired July 1, 2015; and

WHEREAS, Chad Michels has offered to serve and has applied for reappointment to the
Alliance For Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to reappoint Chad Michels to the Alliance for
Commerce in Englewood Committee;

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

Section 1. Chad Michels is hereby reappointed to Alliance For Commerce in Englewood
Committee. Chad Michels' term will be effective immediately and will expire July 1, 2018.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING HANNAH MILES TO THE PUBLIC LIBRARY BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Public Library Board prepares and recommends to City Council a master plan for the development and maintenance of the City library system as well as policy issues; and

WHEREAS, there is a vacancy on the Englewood Public Library Board; and

WHEREAS, Hannah Miles has applied to serve as a member of the Englewood Public Library Board; and

WHEREAS, the Englewood City Council desires to appoint Hannah Miles to the Englewood Public Library Board.

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

Section 1. Hannah Miles is hereby appointed to the Englewood Public Library Board. Hannah Miles term will be effective immediately and will expire February 1, 2019.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING ANN ELIZABETH MORRIS COCKRELL TO THE PUBLIC LIBRARY BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Public Library Board prepares and recommends to City Council a master plan for the development and maintenance of the City library system as well as policy issues; and

WHEREAS, there is a vacancy on the Englewood Public Library Board; and

WHEREAS, Ann Elizabeth Morris Cockrell has applied to serve as a member of the Englewood Public Library Board; and

WHEREAS, the Englewood City Council desires to appoint Ann Elizabeth Morris Cockrell to the Englewood Public Library Board.

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

Section 1. Ann Elizabeth Morris Cockrell is hereby appointed to the Englewood Public Library Board. Ann Elizabeth's Morris Cockrell's term will be effective immediately and will expire February 1, 2016.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING BEN RECTOR AS A MEMBER OF THE BUDGET
ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Budget Advisory Committee was established by the Englewood
City Council with the passage of Ordinance No. 16, Series 2013; and

WHEREAS, the City's finances and budget activities are important to the very essence of the
City of Englewood's community; and

WHEREAS, the City Council recognizes the importance of citizen involvement in setting the
scope of the budget activities in the City; and

WHEREAS, Ben Rector has applied for appointment to the Englewood Budget Advisory
Committee; and

WHEREAS, there is a vacancy on the Englewood Budget Advisory Committee; and

WHEREAS, the Englewood City Council desires to appoint Ben Rector to the Englewood
Budget Advisory Committee;

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

Section 1. Ben Rector is hereby appointed to the Englewood Budget Advisory Committee.
Ben Rector's term will be effective immediately and will expire July 1, 2018.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING EMMETT REISTROFFER TO THE ENGLEWOOD LOCAL LIQUOR AND MEDICAL MARIJUANA LICENSING AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Local Liquor and Medical Marijuana Licensing Authority has been created and has all powers of the local licensing authority as set forth by the State of Colorado to grant or refuse licenses for the sale at retail of malt, vinous or spirituous liquors and fermented malt beverages, to conduct investigations as required by law, and to suspend or revoke such licenses for cause in the manner provided by law; and

WHEREAS, the Local Liquor and Medical Marijuana Licensing Authority shall grant or refuse local licenses for the cultivation, manufacture, distribution, and sale of Medical Marijuana; to conduct investigations as required by law; suspend, fine, restrict, or revoke such licenses; and Emmett Reistroffer desires to serve the City and has applied for appointment to the Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, there is a vacancy on the Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, the Englewood City Council desires to appoint Emmett Reistroffer to the Englewood Local Liquor and Medical Marijuana Licensing Authority;

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

Section 1. Emmett Reistroffer is hereby appointed to the Englewood Local Liquor and Medical Marijuana Licensing Authority. Emmett Reistroffer's term will be effective immediately and will expire July 1, 2016.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING DREVVIS RIDLEY TO THE ENGLEWOOD LOCAL LIQUOR AND MEDICAL MARIJUANA LICENSING AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Local Liquor and Medical Marijuana Licensing Authority has been created and has all powers of the local licensing authority as set forth by the State of Colorado to grant or refuse licenses for the sale at retail of malt, vinous or spirituous liquors and fermented malt beverages, to conduct investigations as required by law, and to suspend or revoke such licenses for cause in the manner provided by law; and

WHEREAS, the Local Liquor and Medical Marijuana Licensing Authority shall grant or refuse local licenses for the cultivation, manufacture, distribution, and sale of Medical Marijuana; to conduct investigations as required by law; suspend, fine, restrict, or revoke such licenses; and Emmett Reistroffer desires to serve the City and has applied for appointment to the Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, there is a vacancy on the Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, the Englewood City Council desires to appoint Drevvis Ridley to the Englewood Local Liquor and Medical Marijuana Licensing Authority;

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

Section 1. Drevvis Ridley is hereby appointed to the Englewood Local Liquor and Medical Marijuana Licensing Authority. Drevvis Ridley’s term will be effective immediately and will expire July 1, 2018.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING LISA RUIZ TO THE ALLIANCE FOR COMMERCE IN ENGLEWOOD COMMITTEE (ACE) FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood City Council, focusing on the creation of an environment in which existing business can thrive and new business can prosper; and

WHEREAS, there is a vacancy on the Alliance for Commerce in Englewood Committee; and

WHEREAS, Lisa Ruiz has applied to serve as a member of Alliance for Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to appoint Lisa Ruiz to Alliance for Commerce In Englewood Committee;

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

Section 1. Lisa Ruiz is hereby appointed to Alliance for Commerce In Englewood Committee. Lisa Ruiz's term will be effective immediately and will expire July 1, 2018.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING KRISTIN SKELTON AS A MEMBER OF THE CULTURAL ARTS COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, the purpose of the Cultural Arts Commission is to provide planning for the development of cultural arts activities and to implement an Arts Plan; and

WHEREAS, there is a vacancy on the Englewood Cultural Arts Commission; and

WHEREAS, Kristin Skelton has graciously applied for appointment to the Englewood Cultural Arts Commission; and

WHEREAS, Kristin Skelton was previously named as an alternate member of the Cultural Arts Commission; and

WHEREAS, the Englewood City Council desires to appoint Kristin Skelton to the Englewood Cultural Arts Commission.

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

Section 1. Kristin Skelton is hereby appointed to the Cultural Arts Commission for the City of Englewood, Colorado. Kristin Skelton’s term will become effective immediately and expiring July 1, 2017.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPOINTING KATHRYN STURTEVANT TO KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, there is a vacancy on the Keep Englewood Beautiful Commission; and

WHEREAS, Kathryn Sturtevant has applied to serve as a member of the Keep Englewood Beautiful Commission; and

WHEREAS, the Englewood City Council desires to appoint Kathryn Sturtevant to the Keep Englewood Beautiful Commission.

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

Section 1. Kathryn Sturtevant is hereby appointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Kathryn Sturtevant’s term will be effective immediately and will expire February 1, 2017.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION REAPPOINTING STEVE WARD TO THE BUDGET ADVISORY
COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Budget Advisory Committee was established by the Englewood
City Council with the passage of Ordinance No. 16, Series 2013; and

WHEREAS, the City's finances and budget activities are important to the very essence of the
City of Englewood's community; and

WHEREAS, the City Council recognizes the importance of citizen involvement in setting the
scope of the budget activities in the City; and

WHEREAS, Steve Ward is a current member of the Englewood Budget Advisory Committee;
and

WHEREAS, Steve Ward's term expired July 1, 2015; and

WHEREAS, Steve Ward has offered to serve and has applied for reappointment to the Budget
Advisory Committee; and

WHEREAS, the Englewood City Council desires to reappoint Steve Ward to the Englewood
Budget Advisory Committee.

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

Section 1. Steve Ward is hereby reappointed to the Englewood Budget Advisory Committee.
Steve Ward's term will be effective immediately and will expire July 1, 2018.

ADOPTED AND APPROVED this 6th day of July, 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

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION FOR THE REAPPOINTMENT OF ANGELA SCHMITZ, AS ASSOCIATE MUNICIPAL JUDGE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, pursuant to Article IX, Part II, Section 68, of the Englewood Home Rule Charter, "Council may appoint one or more associate judges, who shall sit at such times and upon such causes as shall be determined by the presiding municipal judge;" and

WHEREAS, Associate Judges are appointed for four year staggered terms; and

WHEREAS, Angela Schmitz's prior term expired June 19, 2015; and

WHEREAS, Judge Vincent Atencio requests the Council reappoint Angela Schmitz to another four year term as an Associate Judge for the City of Englewood;

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

Section 1. Angela Schmitz, shall be and hereby is reappointed as Associate Municipal Judge in and for the City of Englewood, Colorado, for a term commencing July 6, 2015 and expiring July 5, 2019.

ADOPTED AND APPROVED this 6th day of July, 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: July 6, 2015	Agenda Item: 9 a i	Subject: Bill for an Ordinance adopting amendments to the City of Englewood NonEmergency Retirement Plan (NERP) Document
Initiated By: City of Englewood, Finance and Administrative Services Department	Staff Source: Eric Keck, City Manager	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City Council and staff has not discussed the changes incorporated in the attached bill for an ordinance. Council has consistently updated to the Plan to insure it complies with Internal Revenue Service (IRS) requirements.

RECOMMENDED ACTION

Staff recommends City Council approve a bill for an ordinance authorizing required changes to the NERP Plan Document.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This bill for ordinance does not substantially change the current level of pension benefits for the NERP participants. The bill for an ordinance makes changes required by the Internal Revenue Service (IRS). The Plan document is amended to comply with standards necessary for the IRS Letter of Determination.

The amendment has no impact on retiree benefits.

FINANCIAL IMPACT

There is no financial impact to the NERP.

LIST OF ATTACHMENTS

Proposed Bill for Ordinance.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 27
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 16, SUBSECTION 3, OF THE ENGLEWOOD MUNICIPAL CODE 2000, ENTITLED "CITY OF ENGLEWOOD NONEMERGENCY EMPLOYEES RETIREMENT PLAN AND TRUST AS AMENDED AND RESTATED EFFECTIVE DECEMBER 31, 2012".

WHEREAS, the City Council has consistently updated the NonEmergency Retirement Plan (NERP) to insure it complies with Internal Revenue Service (IRS) requirements; and

WHEREAS, the proposed ordinance does not substantially change the current level of pension benefits for the NonEmergency Employees Retirement Plan participants; and

WHEREAS, the proposed ordinance makes changes required by the Internal Revenue Service (IRS) in order to comply with standards necessary for the IRS Letter of Determination; and

WHEREAS, the NonEmergency Employees Retirement Board voted unanimously to support the amendments.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 3, Chapter 4, Section 16, Subsection 3, of the Englewood Municipal Code 2000 to read as follows:

CITY OF ENGLEWOOD NONEMERGENCY EMPLOYEES RETIREMENT PLAN AND TRUST AS AMENDED AND RESTATED EFFECTIVE DECEMBER 31, 2012*

3-4-16: Limitations.

3-4-16-3: Annual Benefit and Contribution Limits.

The Plan incorporates by reference the requirements of Code Section 415 and final regulations interpreting Code Section 415, as applicable to this governmental retirement plan. The cost-of-living increase of Code Section 415(d) shall continue to apply to increase the dollar benefit limit of Code Section 415(b) after the Member's severance from employment. The limitation on contributions of Code Section 415(c) shall apply to Member contributions that are made to the DROP account, as described in Section 3-4-7-8(I). The limitation year is the calendar year.

Solely for purposes of applying Code Section 415(c) limits, compensation is defined as wages within the meaning of Code Section 3401(a), plus amounts that would be included in wages but for an election under Code Section 125(a), 132(f)(3), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b), all as described in Treas. Reg. Section 1.415(c)-2.

Section 2. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 4. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 6. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 6th day of July, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of July, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of July, 2015 for thirty (30) days.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of July, 2015.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date July 6, 2015	Agenda Item 9 a ii	Subject Intergovernmental Agreement with Arapahoe County for Coordinated Election Services
INITIATED BY Election Commission/City Clerk's Office		STAFF SOURCE Loucrishia A. Ellis, City Clerk/Election Commission Member

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City of Englewood has participated with Arapahoe County in conducting coordinated elections for every City of Englewood General Municipal Election since 1993.

RECOMMENDED ACTION

The Election Commission recommends approval, by ordinance, an intergovernmental agreement between the City of Englewood and Arapahoe County for the November 3, 2015 Coordinated Election.

Because of State Legislation and the Taxpayer's Bill of Rights (TABOR) amendment approved by the voters in 1992, coordinated elections are to be conducted throughout the State by County Clerks. Arapahoe County has advised the City of Englewood it will be conducting a Mail Ballot Election on November 3, 2015. The County has the capability of coordinating this election and including the City of Englewood.

The Election Commission agrees that it is in the best interest of the electors of Englewood to conduct future elections jointly with the other political entities within the County. In order to participate in the 2015 Coordinated Election, the City of Englewood must enter into an intergovernmental agreement with Arapahoe County.

Staff has reviewed the proposed intergovernmental agreement and concurs with the Commission's recommendation.

FINANCIAL IMPACT

Since costs are based on several variables, e.g. the number of registered electors in the City of Englewood at the time of the election, the number of ballot questions, the number of entities participating in the election, the financial impact is only an estimate. Based on the known facts, the cost of the 2015 Municipal Election has been budgeted at \$25,000.00. The County has provided an estimate of our final cost. However, we are not forwarding a TABOR issue to the ballot and their estimate is based on the number of participating coordinating entities and/or State they anticipate, which is subject to change.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015 _____

COUNCIL BILL NO. 30
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY CLERK AND RECORDER AND THE CITY OF ENGLEWOOD, COLORADO, TO CONDUCT A COORDINATED ELECTION ON NOVEMBER 3, 2015.

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

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

WHEREAS, Arapahoe County and the City of Englewood have determined that it is in the best interest of the taxpayers and the electors to conduct a Coordinated Election on November 3, 2015; and

WHEREAS, the City shall provide the Coordinated Election Official with a copy of the ordinance stating that the City has adopted the exclusive use of Title 1 of the Colorado Election Code and that the City will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement; and

WHEREAS, the ordinance shall further authorize the presiding officer of the City or other designated person to execute this Agreement; and

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

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

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

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

Introduced, read in full, and passed on first reading on the 6th day of July, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of July, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of July, 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 6th day of July, 2015.

Loucrishia A. Ellis

INTERGOVERNMENTAL AGREEMENT

BETWEEN

ARAPAHOE COUNTY CLERK AND RECORDER

AND

CITY OF ENGLEWOOD

REGARDING THE CONDUCT AND ADMINISTRATION OF THE

**NOVEMBER 3, 2015
COORDINATED ELECTION**

**PREPARED BY:
MATT CRANE
ARAPAHOE COUNTY CLERK AND RECORDER
5334 S. PRINCE STREET
LITTLETON, COLORADO 80120
303-795-4239**

THIS AGREEMENT is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, on behalf of the Arapahoe County Clerk and Recorder (hereinafter referred to as the "County") and City of Englewood (hereinafter referred to as the "Jurisdiction") (hereinafter collectively referred to as the "Parties"); and

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

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to section 1-5-401, C.R.S. shall conduct the elections on behalf of all jurisdictions whose elections are part of the coordinated election utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct a Coordinated Election on November 3, 2015; and

WHEREAS, such agreements are authorized by State law.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with Arapahoe County for this purpose and may include municipalities, school districts, and special districts within the Arapahoe County limits and the State of Colorado.

The Arapahoe County Clerk and Recorder shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Jurisdiction hereby identifies Loucrishia Ellis as its Designated Election Official (hereafter "DEO").

FURTHER, the Parties agree as follows:

SECTION I. PURPOSE AND GENERAL MATTERS

1.01 DEFINITIONS:

- A. **“Address Library Report”** means the address report from the Secretary of State voter registration system (hereinafter **“SCORE”**) which defines street addresses and precincts within the jurisdiction.
- B. **“Coordinated Election Official”** (hereinafter **“CEO”**) shall mean the County Clerk and Recorder who shall act as the **“coordinated election official,”** as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.
- C. **“Colorado Election Code”** or **“Code”** means any part of the Uniform Election Code of 1992, (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.
- D. **“Coordinated Election”** means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdictions.
- E. **“Contact Officer”** means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.
- F. **“Designated Election Official”** (hereinafter **“DEO”**) means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.
- G. **“General Election”** means the election held on the Tuesday succeeding the first Monday of November in each even-numbered year.
- H. **“IGA”** or **“Agreement”** means this Intergovernmental Agreement between the County and the Jurisdiction for election coordination.

- I. **“Jurisdiction”** means a political subdivision as defined in § 1-7.5-116, C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to [Coordinating Entity Name].

- J. **“Mail Ballot Packet”** means the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, a secrecy envelope, and a return envelope. § 1-7.5-103(5), C.R.S.

- K. **“Post Election Audit”** means such audit as set forth substantially in the Colorado Election Code.

- L. **“Precinct”** means an area with established boundaries within a jurisdiction used to establish election districts.

- M. **“Proposed Jurisdiction”** means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.

- N. **“Regular Biennial School Election”** means the election held on the first Tuesday in November of each odd-numbered year.

- O. **“SOS”** means State of Colorado Secretary of State.

- P. **“SOS Election Calendar”** means the most recent election calendar as published on the SOS website located at www.sos.state.co.us and attached hereto as Attachment B and incorporated herein by this reference.

1.02 JOINT RESPONSIBILITIES

- A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices if required.

- B. Nothing herein shall be deemed or construed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election.

- C. All parties shall adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties, as well as to the time guidelines schedule as attached hereto as these relate to the election.
- D. All parties shall enforce all provisions of the Fair Campaign Practices Act as they may apply to the conduct of the election.

1.03 JURISDICTIONAL LIMITATION

- A. The Jurisdiction encompasses territory within Arapahoe County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Arapahoe County.
- B. Where the Jurisdiction is entirely contained within Arapahoe County, the CEO has authority in setting ballot order and number. When the Jurisdiction is split among more than one county, the Jurisdiction agrees to coordinate with the CEO prior to agreeing upon ballot order or numbering.

SECTION II. COUNTY/JURISDICTION RESPONSIBILITIES

The County and the Jurisdiction shall each perform their respective duties and/or functions within the context of this Agreement:

2.01 THE COUNTY SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION:

- A. Give assistance and information to the DEO of the Jurisdiction on any matter related to elections to ensure the smooth and efficient operation of the election (such information shall not include legal advice).
- B. Designate a Contact Officer with the specific duty of assisting with the election of the Jurisdiction (such oversight shall not preclude such Contact Officer from assisting with the elections of other jurisdictions or from performance of other tasks as delegated by the CEO).
- C. Adhere to all applicable provisions of the Colorado Election Code that are necessary or appropriate to the performance of the above duties.

- D. Use the Address Library Report and any documents provided regarding annexation, inclusion and or exclusion, to identify eligible electors within the Jurisdiction.
- a. Provide the Jurisdiction with an Address Library Report which defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor data.
 - b. County will verify errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
- E. Deliver a proposed election plan to the Secretary of State no later than 90 days prior to the Election.
- F. Contract for Mail Ballot Packets with a vendor acceptable to the CEO and remit payment directly to the vendor.
- G. Lay out the text of the official ballots in a format that complies with the Code. (See also Section 1.03 (B) herein).
- H. Provide ballot printing layouts and text for proofreading and signature approval by the Jurisdiction prior to final ballot printing.
- I. Mail the ballot packets as required by the Code.
- J. Make available a certified list of registered voters on or before the deadline as set forth within Attachment B.
- K. Appoint, instruct, oversee, and administer the payment of the judges of the election.
- L. Coordinate, instruct, and oversee the Canvass Board.
- M. Prepare and run the required Logic and Accuracy test deck, along with a test deck provided by the Jurisdiction.

- N. If applicable, provide daily business day pick-up of the sealed ballot container(s) containing voted ballots from all assigned locations. Provide replacement sealed empty ballot container(s).
- O. Publish and post the required legal notices pursuant to § 1-5-205(1) and § 1-7.5-107(2.5)(a)(I), C.R.S. Notice shall be published for the Jurisdiction's ballot issues, ballot questions, and/or candidates on or before the deadline as set forth within Attachment B.
- P. CEO will refer members of the public and press to the DEO regarding specific questions about candidates or ballot questions.
- Q. Provide the necessary electronic voting tabulation equipment, personnel properly trained in electronic tabulating equipment, programming of the vote tabulating equipment, and the facility to conduct the ballot tabulation.
- R. Establish and maintain mail ballot drop-off locations and designate and operate Voter Service and Polling Centers as required by and in conformance with the Colorado Election Code.
- S. Maintain a list of names and precinct numbers of eligible electors together with the date on which the mail ballot was sent and the date on which the mail ballot was returned or cast.
- T. Conduct and oversee the process of counting the ballots and reporting the results by Jurisdiction.
- U. Conduct a recount of the ballots where the final ballot tabulation results are close enough to require a recount by law, or if not required by statute, upon the request of the Jurisdiction, for any reason. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.
- V. Provide unofficial results of the election on election night by telephone or electronic transmittal upon request.
- W. In conjunction with the Jurisdiction, prepare and run the required Post Election Audit before certifying election results.

- X. Conduct a canvass of the votes and certify the results of the Jurisdiction's election within the time required by law and forthwith provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code.
- Y. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement. Within sixty (60) days from the date of receipt of such invoice, the Jurisdiction shall remit to the County the total payment.
- Z. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the election for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on County expenditures relative to the Election.
- AA. Store all election records as required by the Code in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.

2.02 THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION AND TABOR NOTICE (IF REQUIRED):

- A. DEO shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.
- B. Identify a DEO to act as liaison between the Jurisdiction and the CEO.
- C. Identify immediately to CEO if Jurisdiction is shared by any additional county. Procedures will be followed as per SOS Rule 4.2 to determine controlling county for purpose of setting up shared races, issues, and questions in coordinated elections. (See Section 1.03 (B) herein).
- D. The Jurisdiction shall provide the CEO with a copy of the ordinance or resolution stating that the Jurisdiction has adopted the exclusive use of Title 1 of the Colorado Election Code and that the Jurisdiction will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the Jurisdiction or other designated person to execute this Agreement.
- E. The Jurisdiction confirms that it has sufficient funds available and appropriated in its approved budget to pay its prorated election expenses for this Coordinated Election. See Attachment A.

- F. The IGA must be returned to the CEO with all signatures executed on or before the deadline as set forth within Attachment B in order to enter into an intergovernmental agreement, per the Code.

- G. Use the Address Library Report provided by the County to identify eligible electors within the Jurisdiction. In order for the CEO to provide correct ballots to electors, the information contained in the Address Library Report must be accurate. If the street list information and/or certification are not provided by the date specified in Attachment C, the Jurisdiction may not participate in this Coordinated Election.

- H. Identify any errors, omissions, and/or corrections to the street ranges used to define Jurisdictional boundaries, in writing eighty (80) days prior to Election Day.

- I. Provide CEO certification of the accuracy of the Address Library Report including any changes, additions, or deletions to be made to the street ranges and return with signed IGA on or before the deadline as set forth within Attachment B.

- J. A Proposed Jurisdiction, not already identified by a tax authority code in the County Assessor's records, will provide the CEO's office with a certified legal description, map, and a street list, identifying the street ranges for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. In the event residential addresses are not available, the Proposed Jurisdiction agrees to provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.

- K. Provide CEO certification of any annexations, inclusions, and/or exclusions, to the Jurisdiction, including all supporting documents, on or before eighty (80) days prior to Election Day.

- L. Review all petition information and verify the information against the registration records, and, where applicable, the county assessor's records as per § 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient and after the time for protest has passed, the DEO shall certify the candidate to the ballot and, if the election is a Coordinated Election, so notify the CEO.

- M. Jurisdiction is strongly encouraged to write initiatives in plain, non-technical language, worded with simplicity and clarity in compliance with all statutory requirements as per § 1-40-105(1), C.R.S.

- N. Respond to inquiries as follows: The CEO shall respond to all correspondence and calls within its expertise relating to election procedures. The DEO shall refer correspondence and calls relating to election procedures, and which are outside of the DEO's expertise, to the Contact Officer for response. The CEO and Contact Officer shall refer correspondence and calls concerning the substance of the ballot issues or the operations of the Jurisdiction to the DEO or a person designated by the Jurisdiction to respond to correspondence and calls, which person the DEO shall identify and designate at least forty-five (45) days prior to the election. The DEO and/or the person so designated by the DEO shall respond to correspondence and calls within a reasonable time after being notified of the same by the CEO.
- O. Determine the ballot title and text. Certify, if applicable, the candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the County Election Department) in a plain text format on or before the deadline as set forth within Attachment B. The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates (order determined by lot drawing, or if applicable, city/town charter), ballot issues, and/or ballot questions shall be final and the CEO will not be responsible for making any changes after the certification, except those prescribed by statute. Due to limitations in the voting software, the CEO will not accept text that includes, but is not limited to, bold, italic, underline, bullets, tables, strikethrough or indentations. All caps are reserved for TABOR issues only per the Code.
- a. The Jurisdiction shall defend and resolve at its sole expense all challenges relative to the candidates, ballot issues and/or ballot questions as certified to the County for inclusion on the ballot.
- P. Jurisdiction is to provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot at the time ballot content is certified to the County. This information shall be left in a voice message recording at (303) 734-5365 and shall include the candidate name, jurisdiction and title of office. Candidate information must be provided by the date specified in Attachment C.
- Q. Jurisdiction must indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO after the ballot content has been certified, may result in its candidates, issues, or questions not being on the ballot for the election.
- R. Within one business day of receipt, proofread the layout and the text of the Jurisdiction's portion of the official ballots and TABOR notice (if applicable) and provide written notice (electronic format) of acceptance before the printing of the ballots and TABOR notice (if applicable).

- S. Prepare, hand-count, and deliver to the CEO, the required test deck of ballots for testing the electronic vote counting equipment by the date specified.
- T. For elections where owning property in the Jurisdiction is a requirement for voting in the election, utilize the online inquiry terminal to access the State of Colorado and Arapahoe County voter registration records to confirm voter registration and verify “property ownership” information.
- U. Provide the CEO with an initial and supplemental certified list of “property owners” (if applicable) eligible to vote in the election, as determined by the Jurisdiction, who:
- a. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters, reside at an address as shown, that is not within the boundaries of Arapahoe County (“Out of County” property owners); or,
 - b. Own property within the Jurisdiction, appear on the Arapahoe County list of registered voters, reside at an address that may not match the property address as shown on the County Assessor’s list, but is within the boundaries of Arapahoe County (“In County” property owners).
 - c. The lists shall be submitted as an electronic copy. The electronic copy shall be submitted to the CEO using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector’s name per line. Each line shall consist of the following separated fields: eligible elector’s voter identification number (if applicable), last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and Arapahoe County precinct number, if applicable.
- V. Publish and post any required legal notices for the Jurisdiction’s candidates, ballot issues and/or ballot questions, other than the notice required by § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the County for its records.
- W. Notify the CEO within twenty-four hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount the cost of the recount will be pro-rated among the participating Jurisdictions as per § 1-10.5-101, C.R.S.
- X. Within sixty (60) days from the date of receipt of an invoice relating to the Jurisdiction’s prorated share of costs for the printing and mailing of ballots, TABOR

Notice (if required), and all other election expenses, the Jurisdiction shall remit to the County the total payment.

- Y. Pay any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations relating to the Jurisdiction's participation in the Coordinated Election.

2.03 TABOR

- A. If the election includes a ballot question and/or issue governed by Colorado Constitution, Article X, Section 20, ("TABOR"), the County shall perform the following tasks in relation to the TABOR Notice:
 - a. Certify the complete number of registered electors and/or household addresses with one or more active registered voters, within the Arapahoe County portion of the Jurisdiction in accordance with the dates in Attachment B.
 - b. Determine the "least cost" method for mailing the TABOR Notice package. Nothing herein shall preclude the County from sending the TABOR Notice or Notice package to persons other than electors of the Jurisdiction if such transmittal arises from the County's efforts to mail the TABOR Notice package at the "least cost."
 - c. Include the text, and provide a proof as written and in the order submitted, in accordance with the TABOR requirements for the TABOR Notice. Coordinate and mail the TABOR Notice package in the time frame as required by law.
 - d. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the County's total expenditures relative to the TABOR Notice.
- B. If the election includes a ballot question and/or issue governed by Colorado Constitution, Article X, Section 20, ("TABOR"), the Jurisdiction shall perform the following tasks in relation to the TABOR Notice:
 - a. Publish all required legal notices for the Jurisdiction's ballot questions/ballot issues, other than the notice that is required by § 1-5-205, C.R.S. that is published no later than 10 days before the election, which covers all pertinent

information required by statute. A copy of such published legal notice shall be submitted to the County for its records.

- b. Comply with the provisions of the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), and the time guidelines schedule, as these relate to the election in the Jurisdiction, unless superseded by other legal authority.
- c. Receive petition representative's written summary of comments relating to ballot issues/ballot questions.
- d. The Jurisdiction shall certify a final and exact text and summary of comments concerning its ballot issues and/or ballot questions, along with the required fiscal information to the County, on portable data storage device or email (with receipt confirmed by the Election Department) in Microsoft Word and with a paper copy, within one business day of receipt, for inclusion in the TABOR Notice mailing as required by Section 20 of Article X of the Colorado Constitution. The process of receiving written comments relating to ballot issues/ballot questions and summarizing such comments, as required by Section 20 of Article X of the Colorado Constitution, is the sole responsibility of the Jurisdiction. The certified text, summary of comments and fiscal information shall be final and the County will not be responsible for making any changes after the certification.
- e. The Jurisdiction shall defend and resolve, at its sole expense, all challenges relative to the TABOR Notices certified to the County for inclusion in the TABOR Notice package for its election.

SECTION III. CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

- A. In the event that the Jurisdiction resolves not to hold the election, then notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred both before and after the CEO's receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment B), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

- A. The Parties acknowledge that this Agreement constitutes the sole and entire Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.05 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT.

- A. In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this Agreement.

4.06 TIME OF ESSENCE.

- A. Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment C or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH.

- A. The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

- A. The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.09 NO THIRD PARTY BENEFICIARIES.

- A. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 GOVERNING LAW: JURISDICTION AND VENUE

- A. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the County of Arapahoe, State of Colorado.

4.11 SEVERABILITY

- A. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

4.12 ATTACHMENTS.

- B. The following attachments are incorporated herein by this reference.

Attachment A 2015 Cost Estimates
Attachment B SOS Election Calendar (subject to updates)
Attachment C Arapahoe County Key Election Dates

END OF PAGE

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

Nancy N. Sharpe, Chair

Date

Matt Crane, Coordinated Election Official

Date

City of Englewood

By: Randy P. Penn

Date

Title: Mayor

Loucrishia Ellis, Designated Election Official

Date



ARAPAHOE COUNTY
COLORADO'S FIRST

**ATTACHMENT A
CITY OF ENGLEWOOD - COST ESTIMATE
2015 COORDINATED ELECTION**

Cost Estimate Based On:

Active Registered Voters	17,219
Coordinating Entities	15
2013 Turnout	44.3%
Estimated Election Day Turnout	76
Estimated Mail-In Turnout	7,552
Estimated Households for TABOR	11,611
Estimate UOCAVA Voters	99

Mail Ballot Costs

<u>Ballot Materials & Processing</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total</u>
Outer Envelopes	17,219	\$ 0.05	\$ 860.95
Return Envelope	17,219	\$ 0.14	\$ 2,324.57
Ballot Packets	17,219	\$ 0.80	\$ 13,775.20
Supplemental Packets Processing	3	\$ 30.00	\$ 90.00
Instruction Sheets	17,219	\$ 0.04	\$ 602.67
Secrecy Sleeve	17,219	\$ 0.04	\$ 688.76
Pre-Marked Test Deck	1	\$ 110.16	\$ 110.16
Car Rental	7,552	\$ 0.06	\$ 431.79
Ballot Team Mileage	7,552	\$ 0.01	\$ 57.35
		Sub Total	\$ 18,941.44
<u>Postage</u>			
Freight Charges	17,219	\$ 0.0012	\$ 20.65
Postage Out-Bound	17,219	\$ 0.10	\$ 1,727.07
		Sub Total	\$ 1,747.71
<u>Mail Ballot Temp Personnel Costs</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total</u>
Ballot Processing Temp Staff	7,552	\$ 0.81	\$ 6,150.03
Signature Verification Temp Staff	7,552	\$ 0.09	\$ 678.31
Temp Staff Background Check	7,552	\$ 0.04	\$ 283.22
		Sub Total	\$ 7,111.56
 Mail Ballot Election Expense Estimate			\$ 27,800.71

Mail Ballot Cost per Vote Cast	\$ 3.68
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ATTACHMENT A - CONT.

VSPC Costs

<u>Equipment & Supplies</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total</u>
WIFI Connection	76	\$ 0.04	\$ 2.87
Laptop Computers	76	\$ 4.02	\$ 306.97
iPad Rental	76	\$ 0.74	\$ 56.29
Machine Seals	76	\$ 0.08	\$ 6.30
Dymo Labels	76	\$ 0.01	\$ 0.63
VSPC Supplies	76	\$ 0.58	\$ 44.08
VSPC Ballots	76	\$ 2.91	\$ 221.87
Blank Stock for BOD	76	\$ 0.27	\$ 20.97
Toner for BOD	76	\$ 0.59	\$ 45.34
Provisional Ballot Envelope	76	\$ 0.21	\$ 15.68
Machine Delivery	76	\$ 0.52	\$ 39.92
		Sub Total	\$ 760.91

<u>Personnel Costs</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total</u>
VSPC Election Judges	76	\$ 6.52	\$ 497.45
Election Judge Background Check	76	\$ 0.88	\$ 67.19
		Sub Total	\$ 564.65

VSPC Election Expense Estimate \$ 1,325.56

VSPC Cost per Vote Cast	\$ 17.38
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Other Costs

<u>Additional Costs</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total</u>
Ballot Bridging	1	\$ 80.00	\$ 80.00
UOCAVA Online Ballot Marking Tool	99	\$ 0.01	\$ 0.99
		Sub Total	\$ 80.99

<u>Notices</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total</u>
TABOR Printing	11,611	\$ 0.36	\$ 4,179.96
TABOR Postage	11,611	\$ 0.10	\$ 1,161.68
Notice of Election	1	\$ 60.00	\$ 60.00
		Sub Total	\$ 5,401.64

Total Election Expense Estimate	\$ 34,608.90
Less Cost Shared by Coordinating School Districts & State	\$ (17,685.35)

Estimate of Total Due to Arapahoe County \$ 16,923.55

Attachment B. 2015 Election Calendar

December, 2014		
3-December (Wednesday)	First date for meeting of the title board. (No sooner than the first Wednesday in December after an election).	1-40-106(1)
4-December (Thursday)	Last day for the Secretary of State to compile and total returns from all counties and complete statutory recounts, if any. (30 days after the General Election)	1-10-103(2) 1-10.5-102(2)
5-December (Friday)	Last day an interested party may request a recount of the results of the General Election at their own expense. (Within 31 days after the election)	1-10.5-106(2)
11-December (Thursday)	Last day to complete a requested recount by an interested party. (No later than the 37th day after the General Election)	1-10.5-106(2)
January, 2015		
2-January (Friday)	Last day for Secretary of State to generate a list of electors showing who voted and who did not vote in the election.	1-2-305 1-1-106(5)
9-January (Friday)	Last day for state office holders/appointees to file personal financial disclosures, or update form.	24-6-202(4) 1-1-106(5)
14-January (Wednesday)	Last day for General Assembly to convene 2015 regular session.	Art. V, Sect. 7
February, 2015		
2-February (Monday)	Deadline for the county clerk and recorder to provide the county chairpersons of the major political parties with a list of records cancelled under the NVRA. (no later than 90 days after the general election)	1-2-605(8)
27-February (Friday)	Deadline for the Secretary of State to distribute a free list of who voted in the 2014 general election to each major and minor political party. (no later than March 1 following the general election)	1-2-305(4); 1-1-106(5)
April, 2015		
3-April (Friday)	Last day to submit a draft to the Secretary of State of a 2015 proposed initiative to be heard by the Title Board if the initiative is to be voted on in November. (by 3:00pm, 12 days before the last Title Board Hearing)	1-40-106(1)
15-April (Wednesday)	Last Title Board Hearing for measures that will appear on the 2015 Coordinated election ballot.	1-40-106(1)
May, 2015		
14-May (Thursday)	The General Assembly must adjourn no later than this date. (regular sessions must not exceed 120 calendar days)	Art. V, Sect. 7
June, 2015		
1-June (Monday)	Last day for the Secretary of State to notify county clerks of qualified political organizations' loss of qualified status. (no later than June 1 of each odd-numbered year)	Rule 3.7
July, 2015		
24-July (Friday)	If a political subdivision has taken formal action to participate in the Coordinated Election, it must notify the county clerk in writing. (100 days before the election, if the governing body has taken formal action)	1-7-116(5) 1-1-106(5)
August, 2015		
3-August (Monday)	Last day to file an Initiative petition with the Secretary of State for the 2015 Coordinated Election. (no later than 3:00 PM, at least 3 months before the election)	Art. V, Sect. 1(2) 1-40-108
3-August (Monday)	Last day to file an addendum to a previously filed Initiative petition that was deemed insufficient. (within 15 days after determination of insufficiency, but no later than 3:00pm at least 3 months before the election)	Art. V, Sect. 1(2); 1-40-117(3)(b)
5-August (Wednesday)	Last day for the county clerk to submit a mail ballot plan to the Secretary of State. (no later than 90 days before the election)	1-7.5-105(1) Rule 7.1.1
5-August (Wednesday)	Last day to designate Voter Service and Polling Centers and Drop Off Locations for the 2015 Coordinated election and submit accessibility surveys to the Secretary of State. (no later than 90 days before the election)	Rule 7.9
5-August (Wednesday)	First day a candidate for the office of school district director may circulate a nomination petition. (no sooner than 90 days before the election)	1-4-803(1)(b)
20-August (Thursday)	Last day for the Secretary of State to give written approval or disapproval to a submitted mail ballot plan, if the plan was filed on August 5th. (within 15 days after submission of the plan)	1-7.5-105(2)(a) Rule 7.1
25-August (Tuesday)	Deadline for the county clerk and coordinating political subdivisions to sign intergovernmental agreements for the 2015 Coordinated Election. (no later than 70 days before the election)	1-7-116(2)

2015 Election Calendar

28-August (Friday)	Last day for candidates for the office of school district director to file a nomination petition. (no later than 67 days before the election)	1-4-803(2)
31-August (Monday)	Last day to file an affidavit of Intent to run as a write-in candidate for a non-partisan coordinated election. (by close of business on the 64th day before the election)	1-4-1102(2)
September, 2015		
2-September (Wednesday)	Last day for the Secretary of State to issue statements of sufficiency or insufficiency for initiative petitions filed on August 3rd. (no more than 30 calendar days after the petition is filed)	1-40-116(2)
4-September (Friday)	Last day for the designated election official from each political subdivision that intends to conduct an election to certify the ballot content. If the election will be coordinated with the county, the certification must be delivered to the county clerk and recorder of each county that has territory within the political subdivision. (no later than 60 days before the election)	1-5-203(3)(a)
4-September (Friday)	Deadline for the county clerk to file security and contingency plans with the Secretary of State. (no later than 60 days prior to the first election where the procedures will be used)	1-5-616(5)(b)
4-September (Friday)	Deadline for the county clerk to begin video surveillance of designated areas for the Coordinated Election (at least 60 days before the election)	Rule 20.7.2
4-September (Friday)	Last day for the Secretary of State to send notice and certification of the Coordinated election ballot to the county clerks. (no later than the 57th day before the Coordinated Election)	1-5-203(1) 1-1-106(5)
9-September (Wednesday)	Last day for the designated election official to submit a mail ballot plan to the Secretary of State to conduct a nonpartisan election by mail ballot if the jurisdiction is not coordinating with the county clerk. (no later than 55 days before the election)	1-7.5-105(1)
18-September (Friday)	Last day to file pro/con comments pertaining to local ballot issues with the designated election official in order to be included in the ballot issue notice. (the Friday before the 45th day before the election)	1-7-901(4)
19-September (Saturday)	Deadline to send mail ballots to military and overseas electors. (no later than 45 days before the election)	1-8.3-110(1) 1-1-106(5)
21-September (Monday)	Last day for a petition representative to submit a summary of comments in favor of their local ballot issue. (no later than 43 days before the election)	1-7-903(3)
22-September (Tuesday)	Last day for the designated election official to deliver ballot issue notices to the county clerk. (no later than 42 days before the election)	1-7-904
24-September (Thursday)	Last day for the designated election official to order registration and property owner records for use by election judges in a local election that is not coordinated with the county. (no later than the 40th day before the election)	1-5-303(1) 1-5-304(1), (2)
24-September (Thursday)	Last day for the Secretary of State to give written approval to a mail ballot plan submitted by a designated election official for a nonpartisan election, if plan was filed on September 9th. (within 15 days after submission of the plan)	1-7.5-105(2)(a)
October, 2015		
2-October (Friday)	Last day to mail notice of election for ballot issues. (At least 30 days before a ballot issue election)	Art. X, Sect. 20(3)(b) 1-7-116 1-1-106(5)
2-October (Friday)	Last day for the Legislative Council staff to print and distribute the ballot information booklet for statewide measures to active registered voters. (At least 30 days before the election)	Art. V, Sect. 1(7.5)(b) 1-1-106(5)
2-October (Friday)	Deadline for the county clerk to provide initial registration lists, and county assessor to provide initial property owner's list ordered by political subdivisions. (first list provided by the 30th day before the election and the supplemental list provided the 20th day before the election)	1-5-303(1) 1-5-304 1-7.5-107(2)(a) 1-1-106(5)
9-October (Friday)	Deadline to complete changes in the boundaries or division of precincts for nonpartisan elections. (No later than 25 days prior to the election)	1-5-104(1)
12-October (Monday)	Last day to submit an application to register to vote through a voter registration drive for the Coordinated Election. (No later than 22 days before the election)	1-2-201(3)(b)(i)
12-October (Monday)	First day mail ballots may be sent to voters, except for UOCAVA voters.	1-7.5-107(3)(a)
14-October (Wednesday)	Deadline for the county clerk and recorder to provide supplemental registration lists, and county assessor to provide supplemental property owner's list ordered by political subdivisions. (no later than 20 days before the election)	1-5-303(1),(2) 1-5-304(1),(2) 1-7.5-107(2)(b)
14-October (Wednesday)	Last day for the designated or coordinated election official to publish notice of the Coordinated Election. (no later than 20 days before the election)	1-1-104(34) 1-5-205(1) 1-7.5-107(2.5)(a)(i)

Use this as a reference guide only. Always refer to the Colorado Constitution, Revised Statutes, and Secretary of State Rules for applicable provisions.

2015 Election Calendar

14-October (Wednesday)	Deadline for the designated election official to mail a copy of the notice of election to the county clerk of each county in which the political subdivision is located if the election is not coordinated by the county. (no later than 20 days before the election)	1-5-205(1),(2)
14-October (Wednesday)	Last day to post Voter Service and Polling Center, Polling Location, and Drop-off signs for the Coordinated Election. (at least 20 days before the election)	1-5-106
16-October (Friday)	Deadline for the county clerk to send mail ballots to each active elector for the Coordinated Election. (no later than 18 days before the Election)	1-7.5-107(3)(a)(i)
19-October (Monday)	Last day to appoint board of canvassers for a nonpartisan election that is not coordinated by the county. If the election is coordinated, the canvass board will be appointed in accordance with the intergovernmental agreement. (At least 15 days before election)	1-10-201(1)
19-October (Monday)	Last day the designated election official for a municipal or special district election may mail a voter information card to each household. It may be included with the ballot issue notice. (no later than 15 days before a nonpartisan election)	1-5-206(2) 1-10-101
19-October (Monday)	Counting of mail ballots may begin. No results may be disclosed until after 7:00pm on Election Day. (15 days prior to the election)	1-7.5-107.5
23-October (Friday)	Equipment inventory lists due to the Secretary of State. (no later than 10 days before use in the Logic & Accuracy Test and the Post-Election Audit Test)	Rule 11.2.3 1-1-106(5)
23-October 5-November.	The election notice must be posted in the designated election official's office. (at least 10 days before the election and until 2 days after the election)	1-5-205(1.3) 1-1-106(5)
26-October (Monday)	Last day to submit an application to register to vote through the mail, a voter registration agency, a local driver's license examination facility, or online to receive a mail ballot for the Coordinated Election. (through the 8th day prior to the election)	1-2-201(3)(b)(iii)
26-October (Monday)	First day Voter Service and Polling Centers must be open (At least 8 days before and on election day, except Sunday)	1-7.5-107(4.5)(c)
27-October (Monday)	Elections Setup Records are due to the Secretary of State for the Coordinated Election. (No later than 5:00pm on the 7th day before the election)	Rule 11.4
30-October (Friday)	First day Drop-off locations must be open. (At least 4 days before election day, including Saturday)	1-7.5-107(4.3)(b)
November, 2015		
3-November (Tuesday)	Coordinated Election (Polls open 7:00am to 7:00pm. First Tuesday in November)	Art. X, Sect. 20(3)(a) 1-1-104(6.5) 1-7-101 1-41-102(1)
3-November (Tuesday)	All ballots must be in the hands of the county clerk by 7:00pm on election day in order to be counted. Ballots cast by military and overseas voters must be sent no later than 7:00pm on election day and received by the close of business on the 8th day after the election.	1-7.5-107(4)(b)(ii) 1-8.3-111 1-8.3-113 (1), (2)
5-November (Thursday)	Deadline for the Secretary of State to notify counties of the voting devices and races selected for auditing purposes. (Within 48 hours after the close of polls)	Rule 11.3.3(a)
5-November (Thursday)	Deadline for the county clerk to send missing signature, signature verification, and missing ID letters for mail and provisional. (within 3 days from signature/ID verification but no later than 2 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a)
12-November (Thursday)	Last day for ballots cast by military and overseas electors to be received by the county clerk in order to be counted. (no later than the 8th day after election day)	1-8.3-113(2) 1-1-106(4)
12-November (Thursday)	Last day for elector to cure signature discrepancy or missing signature, or to provide missing ID for mail and provisional ballot to be counted. (within 8 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) 1-1-106(4)
17-November (Tuesday)	Last day for verification and counting of provisional ballots to be completed. (within 14 days after election day)	1-8.5-105(5)
20-November (Friday)	Deadline to complete the canvass for the Coordinated Election. (no later than the 17th day after the election)	1-10-102(1)
20-November (Friday)	Deadline for the county clerk to report the results of the post-election audit to the Secretary of State. (no later than 5:00pm on the last day to canvass)	Rule 11.3.3(m)
20-November (Friday)	Deadline to submit official Abstract of Votes for the Coordinated Election to the Secretary of State. (no later than the 18th day after the election)	1-10-103 1-1-106(5)
December, 2015		
3-December (Thursday)	Last day for the Secretary of State to compile and total returns from all counties and order appropriate recounts, if any. (No later than the 30th day after the Coordinated Election)	1-10-103(2) 1-10.5-102

2015 Election Calendar

4-December (Thursday)	First day the county clerk may stop video surveillance of designated areas for the Coordinated Election. (through at least 30 days after the election, unless there is a recount)	Rule 20.7.2
4-December (Friday)	Last day an interested party may request a recount of the results of the Coordinated Election at their own expense. (within 31 days after the election)	1-10.5-106 (2)
10-December (Thursday)	Last day to complete a requested recount. (no later than the 37th day after the Coordinated Election)	1-10.5-106 (2)
January, 2016		
4-January (Monday)	Deadline to be affiliated with a major or minor party to run as a party candidate. (Note: For major-party assembly designation, this deadline may be dictated by party rules.) Deadline to be unaffiliated to access the ballot by petition as an unaffiliated candidate.	1-4-601(4)(a) 1-4-801(3) 1-4-802(1)(g)(II) 1-4-1304(2)(b)
4-January (Monday)	Last day to affiliate with a political party in order to vote in the precinct caucus if held on March 1. (2 months before the precinct caucus)	1-3-101(1)
13-January (Wednesday)	General Assembly to convene 2016 regular session.	Art. V, Sect. 7
8-January (Friday)	Deadline to submit a petition to qualify as a minor political party. (Must be signed by at least 10,000 registered electors and submitted to the Secretary of State no later than the second Friday in January)	1-4-1302(1)
29-January (Friday)	Last day for Secretary of State to issue a statement of sufficiency/insufficiency regarding petition to qualify as a minor political party, if petition is received on January 8 (No later than 21 days after receipt)	1-4-1302(4)(b)
*	An insufficient petition to qualify as a minor political party may be amended once prior to 3 p.m. on the 7th day after the notice of insufficiency.	1-4-1302(4)(c)

Attachment C.

2015 Coordinated Election - Abridged Calendar Key Dates for Coordinating Jurisdictions

Resource provided by Arapahoe County Elections. Use this as a reference guide only.
Always refer to the Colorado Constitution, Revised Statutes and Secretary of State rules for applicable provisions.
Find a complete election calendar at: www.sos.state.co.us/pubs/elections/calendars/2015ElectionCalendar.pdf

Date	Event	Reference	Accountable
July 2015			
24-Jul	Jurisdiction to provide copy of legal boundaries to County Clerk	IGA Agreement	Jurisdiction
24-Jul	Last day to notify County Clerk of intent to participate in the Coordinated Election (100 days prior)	1-7-116(5); 1-1-106(5); IGA Agreement	Jurisdiction
31-Jul	County Clerk to provide copy of legal boundaries to jurisdiction	IGA Agreement	County Clerk
August 2015			
5-Aug	First day candidates for School District Director may circulate nomination petition (90 days prior)	1-4-803(1)(b)	Candidate
5-Aug	Last day for County to provide mail ballot plan to Secretary of State (90 days prior)	1-7.5-105(1); Rule 7.1.1	County Clerk
14-Aug	Jurisdiction to certify legal boundaries to County Clerk	IGA Agreement	Jurisdiction
25-Aug	Last day for county clerk and coordinating jurisdictions to sign intergovernmental agreement (70 days prior)	1-7-116(2)	Jurisdiction, County Clerk
28-Aug	Last day candidates for School District Director may file nomination petition (67 days prior)	1-4-803(2)	Candidate
31-Aug	Last day for write-in candidates for non-partisan election to file affidavit of intent (64 days prior)	1-4-1102(2)	Candidate
September 2015			
1-Sep	Deadline to cancel participation in a coordinated election (63 days prior)	1-5-208(1.5)	Jurisdiction
4-Sep	Last day for coordinating jurisdictions to certify ballot content to county clerk (60 days prior)	1-5-203(3)(a)	Jurisdiction
4-Sep	Candidates must record their name exactly as it appears on the statement of intent, and must provide the recording to the county clerk no later than the deadline to file the statement of intent.	Rule 4.6.2	Candidate
18-Sep	Deadline to file TABOR pro/con statements with jurisdiction DEO (Friday before 45th day before the election)	1-7-901(4)	Voters, Jurisdiction
19-Sep	Deadline to send mail ballots to military and electors (45 days prior)	1-8.3-110(1); 1-1-106(5)	County Clerk
21-Sep	Deadline for a petition representative to file pro statements with jurisdiction DEO (43 days prior)	1-7-903(3)	Voters, Jurisdiction
22-Sep	Deadline for jurisdiction to file TABOR issue notices with county clerk (42 days prior)	1-7-904	Jurisdiction
24-Sep	Deadline for jurisdiction to order registration and property owner records <i>if not coordinating</i> with county (40 days prior)	1-5-303(1)	Jurisdiction

October 2015			
2-Oct	Deadline to mail TABOR notices (30 days prior)	Article X, Sec. 20(3)(b); 1-7-116; 1-1-106(5)	County Clerk
2-Oct	Clerk and Assessor provide registration list and/or property owner list ordered by jurisdictions (30 days prior)	1-5-303(1); 1-5-304; 1-7.5-107(2)(a)	County Clerk
TBD	Public Logic and Accuracy Test of Voting Equipment		County Clerk
12-Oct	Deadline to register to vote by Voter Registration Drive	1-2-201(3)(b)(I)	Voters
12-Oct	First day mail ballots may be sent to voters, excluding UOCAVA (22 days prior)	1-7.5-107(3)(a);	County Clerk
13-Oct	County ballot drop-off locations and pick-ups begin		County Clerk
14-Oct	Clerk and Assessor provide supplemental registration list and/or property owner lists ordered by jurisdictions (20 days prior)	1-5-303(1),(2); 1-5-304(1),(2); 1-7.5-107(2)(b)	County Clerk
14-Oct	Last day for designated or coordinated election official to publish notice of Coordinated Election (20 days prior)	1-1-104(34); 1-5-205(1); 1-7.5-107(2)(b)	County Clerk, Jurisdiction
14-Oct	Deadline to send election notice to county clerk if not coordinating with county (20 days)	1-5-205(1),(2)	Jurisdiction
19-Oct	Counting of ballots may begin (15 days prior)	1-7.5-107.5	County Clerk
23-Oct	Notice of election to be posted (10 days prior to election and 2 days after election)	1-5-205(1.3); 1-1-106(5)	County Clerk
26-Oct	County Voter Service & Polling Centers (VSPCs) open	1-7.5-107(4.5)(c)	County Clerk
26-Oct	Last day to register to vote through the mail, agency, motor vehicle, or online and receive a ballot by mail	1-2-201(3)(b)(III)	Voters
27-Oct	Last day to apply for and be mailed a mail-in ballot (7 days prior)	1-7.5-116(3)	Voters
31-Oct	Saturday mail ballot drop-off sites open	1-5-102.9(4)(b)(I)(B)	County Clerk
November 2015			
3-Nov	Coordinated Election Day (Voter Service and Polling Centers and Ballot Drop-Off locations open 7 a.m. - 7 p.m.)	Art.X, Sec. 20(3)(a); 1-1-104(6.5); 1-7-101; 1-41-102(1)	County Clerk, Voters
12-Nov	Last day for military and overseas ballots to be received by Clerk in order to be counted (8 days after election)	1-7.5-107(3.5)(d); 1-7.5-107.3(2)(a); 1-8.5-105(3)(a); 1-1-106(4)	Voters
12-Nov	Last day for electors to cure signature discrepancy or missing signature, or to provide missing ID for mail and provisional ballots to be counted. (8 days after election)	1-8.3-113(2) 1-1-106(4)	County Clerk, Voters
20-Nov	Deadline to complete the canvass for the Coordinated Election. (17 days after election)	1-10-102(1)	County Clerk
December 2015			
4-Dec	Last day for interested party to request a recount at its own expense.	1-10.5-106(2)	Any
10-Dec	Last day to complete a requested recount.	1-10.5-106(2)	County Clerk

COUNCIL COMMUNICATION

Date July 6, 2015	Agenda Item 9 a iii	Subject Intergovernmental Agreement with Arapahoe County for installation of a mail ballot drop-off box along with video surveillance recording system at Civic Center.
INITIATED BY Election Commission/City Clerk's Office		STAFF SOURCE Loucrishia A. Ellis, City Clerk/Election Commission Member

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council reviewed this proposal at their June 29, 2015 Study Session.

RECOMMENDED ACTION

The Election Commission recommends Council approve, by ordinance, an intergovernmental agreement between the City of Englewood and Arapahoe County for installation of a mail ballot drop-off box, along with video surveillance recording system, at the Englewood Civic Center.

The Election Commission agrees that this provides an opportunity to better serve our citizens.

Staff has reviewed the proposed intergovernmental agreement and concurs with the Commission's recommendation.

FINANCIAL IMPACT

This action will not have a financial impact on the City of Englewood.

LIST OF ATTACHMENTS

Approved minutes from the June 10, 2015 Election Commission meeting
Proposed bill for an ordinance

**City of Englewood
ELECTION COMMISSION
June 10, 2015
6:30 p.m.
Englewood Civic Center
1000 Englewood Parkway
City Manager's Conference Room**

1. Call to order

The meeting of the Englewood Election Commission was called to order by Chairperson Berger at 6:31 p.m., in the City Manager's Conference Room.

2. Roll Call

Present: Members Berger, Cohn, Mayer, Ellis
Absent: Member Haraldsen

A quorum was present.

Also present: Deputy City Clerk Washington
Council Member Yates

3. Citizen Forum

Council Member Yates did not wish to speak.

4. Consideration

a) Charter Amendment; Special Election timeframe

City Clerk Ellis explained to the Election Commission that recent initiative and recall inquiries have brought to light how problematic it would be to hold a Special Election at any time up to 45 days prior to the November election, as the Charter allows. When inquiries come in January or February, it allows the proper time to prepare for the Special Election. It can take 60 to 90 days to put an election together. City Clerk Ellis has been in discussion with Matt Crane, Clerk and Recorder for Arapahoe County. Mr. Crane is more than willing to coordinate with the City Clerk's office to hold a Special Election if needed. Trying to conduct a Special Election prior the General Election would be difficult, because from late August on the County's equipment is tied up. City Clerk Ellis recommends City Council put a Charter question on the General Election Ballot to amend the Charter § 14 Special elections to read: "No special election shall be held within ninety ~~forty-five~~ days before or forty-five days after a general municipal or state election." City Clerk Ellis is tentatively scheduled to speak to City Council on this matter on June 29th at the Study Session. The ordinance will go on first reading July 6th, and if approved, will go on second reading on July 20th.

City Clerk Ellis is also taking an IGA (Intergovernmental Agreement) to City Council, July 6th for first reading, if approved and on July 20th for second reading, for approval of the installation of a 24 hour drop off ballot box. The location of the box will be on the second floor due to parking and access issues. [Clerk's Note: Staff is currently re-evaluating the placement of the box.] The County will pay for the cameras and the box.

City Clerk Ellis distributed a redacted copy of a citizen's email inquiring about the process to recall City Council members. City Clerk Ellis also distributed her response setting forth the recall process.

City Clerk Ellis reported there is an initiative petition being circulated, but nothing has been filed with the City Clerk's office yet. The deadline to file the petition is August 5th in order to place the question on the November ballot.

Discussion ensued.

MEMBER COHN MOVED, AND MEMBER MAYER SECONDED, TO RECOMMEND THAT CITY COUNCIL APPROVE A BILL FOR AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF ENGLEWOOD, AT THE NOVEMBER 3, 2015 ELECTION, A PROPOSED AMENDMENT TO THE HOME RULE CHARTER TO ADDRESS A SPECIAL ELECTION TIMING ISSUE.

Vote Results:

Ayes:	Members Berger, Cohn, Mayer, Ellis
Nays:	None
Absent:	Member Haraldsen

Motion carried.

5. Member's Choice

The Commission members had no additional comments.

6. Clerk's Choice

City Clerk Ellis reminded the Election Commission about the Board and Commission Appreciation BBQ on Monday, June 22, 2015 at 6:30 p.m. at the Englewood Recreation Center.

7. Adjournment

CHAIRPERSON BERGER MOVED TO ADJOURN. The meeting adjourned at 7:11 p.m.

 /s/ Sharon Washington
Deputy City Clerk

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 31
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY AND THE CITY OF ENGLEWOOD, COLORADO, FOR INSTALLATION OF A MAIL BALLOT DROP-OFF BOX ALONG WITH VIDEO SURVEILLANCE RECORDING SYSTEM AT ENGLEWOOD CIVIC CENTER.

WHEREAS, the County conducts election services throughout Arapahoe County; and

WHEREAS, to better serve its citizens and to implement HB 13-1303 the County desires to install additional main ballot drop-off boxes at locations throughout Arapahoe County; and

WHEREAS, pursuant to 8 Colorado Code of Regulations Section 1505-1:7.5.1, all mail ballot drop-off locations must be monitored by an election official or video security surveillance recording system; and

WHEREAS, Arapahoe County and the City of Englewood have met and discussed locating a mail ballot drop-off box along with a video surveillance recording system at one of the City's locations and mutually agreed that the County will install a mail ballot drop-off box and video security surveillance recording system at the City of Englewood Civic Center, located at 1000 Englewood Parkway, Englewood, Co 80110; and

WHEREAS, Arapahoe County will provide, install and maintain the mail ballot drop-off box and video security surveillance recording system; and

WHEREAS, intergovernmental agreements are authorized and encouraged by Article XIV, Section 18 of the Colorado Constitution and 29-1-203 C.R.S. (2004); and

WHEREAS, the Englewood Election Commission agrees that this provides an opportunity to better serve our citizens.

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

Section 1. The City Council of the City of Englewood hereby authorizes an Intergovernmental Agreement with Arapahoe County for the installation of a mail ballot drop-off box along with video surveillance recording system at Englewood Civic Center is attached hereto as "Exhibit A".

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

Introduced, read in full, and passed on first reading on the 6th day of July, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of July, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of July, 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 6th day of July, 2015.

Loucrishia A. Ellis

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into effective the ____ day of ___, 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, a political subdivision of the State of Colorado, whose address is 5334 South Prince Street, Littleton, Colorado (the "County") and the CITY OF ENGLEWOOD, a POLITICAL SUBDIVISION of the State of Colorado, whose address is 1000 ENGLEWOOD PARKWAY, ENGLEWOOD, CO 80110 (the "City") (individually as the "Party" or together referred to as the "Parties").

WHEREAS, the County conducts election services throughout Arapahoe County; and

WHEREAS, to better serve its citizens and to implement HB13-1303 the County desires to install additional mail ballot drop-off boxes at locations throughout Arapahoe County; and

WHEREAS, pursuant to 8 Colorado Code of Regulations Sec. 1505-1:7.5.1, all mail ballot drop-off locations must be monitored by an election official or video security surveillance recording system; and

WHEREAS, the County and City have met and discussed locating a mail ballot drop-off box along with a video surveillance recording system at one of the City's locations and mutually agreed that the County will install a mail ballot drop-off box and video security surveillance recording system at the City of Englewood Civic Center, located at 1000 Englewood Parkway, Englewood, Colorado 80110 (the "Premises"); and

WHEREAS, the County will provide, install and maintain the mail ballot drop-off box and video security surveillance recording system; and

WHEREAS, intergovernmental agreements are authorized and encouraged by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203 (2004).

NOW, THEREFORE, the Parties hereto agree as follows:

1. Site Location. The City hereby grants to the County a revocable non-exclusive license to use, in common with other licensees and the City, a certain portion of the Premises to install and maintain a mail ballot drop-off box and video security surveillance recording system (the "License").

2. Term and Termination. The term of this Agreement shall be effective as of the date first written above and shall run for a period of ten (10) years. The Agreement shall automatically renew for additional ten-year periods. This Agreement may be terminated by either Party upon forty-five (45) days written notice to the other Party. Upon termination, the County shall restore the Premises to the condition as near to original condition prior to installation.

3. Description of Improvements. The County will install a mail ballot drop-off box, similar to the one pictured in Exhibit A, and a video security surveillance recording system (the "Improvements"). The video security surveillance recording system will include a video camera and a recording system, and allow for continuous recording during use of the mail ballot drop-off box.

4. Funding of Improvements. The County will fund the entire costs for obtaining, installing and maintaining the mail ballot drop-off box and video security surveillance recording system.

5. Use of Premises.

A. Mail Ballot Drop-Off Box. The County is authorized to install a mail ballot drop-off box at the Premises on or by the October 1, 2015, or as soon after the execution of this Agreement. This may also include installing a cement pad to affix the box to.

B. Video Security Surveillance Recording System. The County will install a video security surveillance recording system that includes a camera (2 megapixel IP or better) and a recording system. The video security surveillance recording system shall remain in place, functional and connected to a video recording system pursuant to SOS Rule 20.7.2.

6. Maintenance.

A. At all times pertinent to this Agreement, the City shall, at the City's expense, maintain the Premises in good repair.

B. During all times at which the mail ballot drop-off box and video security surveillance recording systems are installed and in use at the Premises, the County shall maintain such equipment in good repair.

7. Access. The County, its agents and contractors shall have the right of ingress and egress in, to, through, over, and across the Premises for any purpose necessary and at any and all times necessary or convenient to both Parties for the full enjoyment of the rights granted to it in the License granted in this Agreement.

8. Damage to Premises. The County shall be responsible for repair/replacement of City property damaged by the County pursuant to this Agreement.

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

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

and (send to both)

Arapahoe County
Department of Facilities and Fleet Management
1610 West Littleton Blvd.
Littleton, CO 80120

To the City: City of Englewood
1000 ENGLEWOOD PARKWAY
ENGLEWOOD, CO 80110
Attn: LOUCRISHIA A. ELLIS, CITY CLERK

10. Assignment. The Parties shall have the right and authority to assign to any appropriate local governmental entity any and all rights to use and all obligations associated with the License pursuant to written notice to the other Party.

11. Counterparts. This Agreement shall be executed in two duplicate counterparts, each of which is deemed to be an original.

12. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado. For the resolution of any dispute arising hereunder, venue shall be in the courts of Arapahoe County, State of Colorado.

13. Headings. All section headings are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

14. Extent of Agreement. This Agreement represents the entire and integrated agreement between the County and the City and supersedes all prior negotiations, representations, or agreements, either written or verbal. Any amendments to this Agreement must be in writing and be signed by both parties.

[Remainder of page intentionally left blank.]

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE

By: _____
Chair, Board of County Commissioners
(or representative authorized by resolution)

ATTEST:

Clerk to the Board

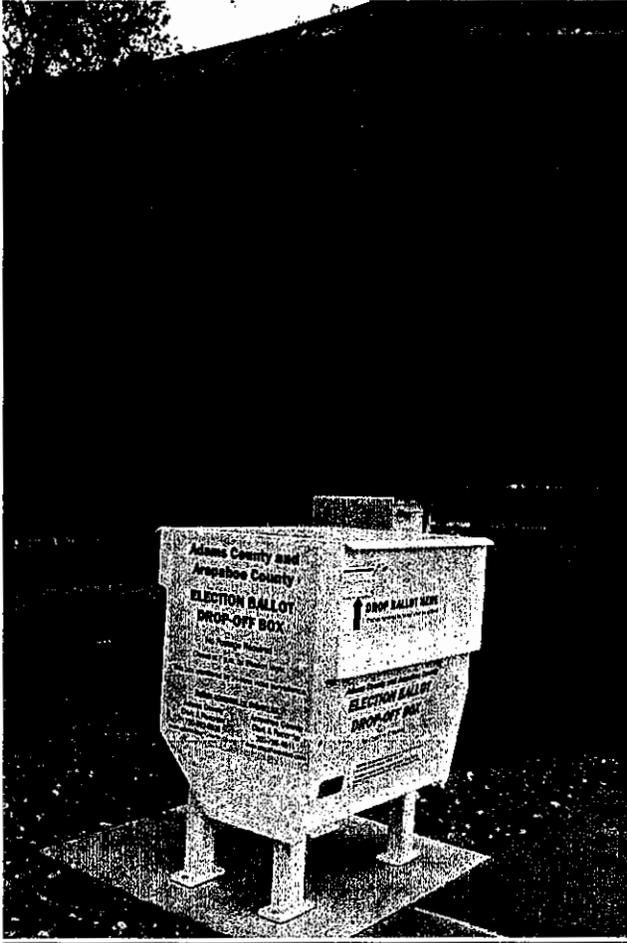
CITY OF ENGLEWOOD

By: _____
Title: MAYOR

ATTEST:

Title: CITY CLERK

Exhibit A



BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 24
INTRODUCED BY COUNCIL
MEMBER WILSON

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
ACCEPTING A 2015 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: ENGLEWOOD PARKS GATEWAY ENHANCEMENTS – PHASE I,
BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO.

WHEREAS, the Parks Gateway Enhancements Project highlights a much overdue need to
replace seventeen signs that are currently comprised of 50 year old hand made identification signs
with a more modern, updated design for park identification signage with additional landscaping
surrounding the park signs; and

WHEREAS, Parks and Recreation staff believe these park ID signs are the gateway into each of
our neighborhood parks and are critical to identifying each of Englewood’s parks and will improve
the image of the City of Englewood; and

WHEREAS, the Parks and Recreation Commission recommended the design at their January
10, 2013 meeting; and

WHEREAS, the City Council of the City of Englewood supported the City’s Arapahoe
County Open Space (ACOS) Grant application for Park Gateway Enhancements Phase I by
passage of Resolution No. 5, Series 2015; and

WHEREAS, the City of Englewood was awarded the 2015 Grant of Arapahoe County Open
Space Program Finds Project Name: Englewood Parks Gateway Enhancements – Phase I in an
amount not to exceed \$200,100; and

WHEREAS, the passage of this Ordinance authorizes the City of Englewood to accept the
Arapahoe County Open Space Grant for Park Gateway Enhancements Phase I; and

WHEREAS, there are no federal funds being used for this grant for Englewood Parks
Gateway Enhancements – Phase I.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the
acceptance of the Arapahoe County Open Space 2015 Grant for Englewood Parks Gateway
Enhancements – Phase I, attached hereto as Exhibit 1.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the Intergovernmental Agreement accepting a 2015 Grant of Arapahoe County Open Space Program Funds Project Name: Englewood Parks Gateway Enhancements – Phase I, on behalf of the City of Englewood, Colorado.

Section 3. No federal funds are being used for this grant for Englewood Parks Gateway Enhancements – Phase I.

Introduced, read in full, and passed on first reading on the 15th day of June, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 18th day of June, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 17th day of June, 2015 for thirty (30) days.

Read by title and passed on final reading on the 6th day of July, 2015.

Published by title in the City’s official newspaper as Ordinance No. ____, Series of 2015, on the 9th day of July, 2015.

Published by title on the City’s official website beginning on the 8th day of July, 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

**INTERGOVERNMENTAL AGREEMENT REGARDING
2015 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: ENGLEWOOD PARKS GATEWAY ENHANCEMENTS – PHASE I**

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

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

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

WHEREAS, on May 12, 2015 the County approved the Grantee’s Grant Proposal for the Englewood Parks Gateway Enhancements Phase I Project (“Grant Project”), which is attached hereto and incorporated by reference herein as Exhibit A, subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein; and

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

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

1. Amount of Grant. The County hereby awards Grantee an amount not to exceed **\$200,100** (“Grant Funds”) for the Grant Project from the Arapahoe County Open Space Fund.
2. Use of Grant Funds. The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as described in Exhibit A.
3. Disbursement of Grant Funds. Subsequent to execution of this Agreement, the Grant Funds shall be paid via ACH transfer on a reimbursement basis upon receipt of the approved status reports and documentation of expenditures as outlined in Paragraph 10 below and no more often than quarterly. No more than 75% of the grant funds will be reimbursed prior to the Final Report approval. The final 25% of grant funds will be reimbursed following the project inspection and review and approval of the Final Report and project deliverables
3. Time for Use of Grant Funds. The Grantee agrees that the Grant Project must begin within 45 days of the award notification. The Grantee agrees that the Grant Project will be completed and the Grant Funds will be expended by no later than

two years from the date of this fully executed Agreement, unless a longer period of time is otherwise agreed to by the County in writing. The Grantee understands and agrees that if the Grant Project cannot be completed by the end of the agreed upon time period the County may require that the Grant Funds be refunded to the County Open Space Grant Fund, be re-distributed to another agency and/or be used for another viable and timely grant project.

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

provided. Upon completion of the Grant Project, the Grantee also agrees to submit to the County a Final Report that conforms to the format provided by the County: a final spreadsheet comparing the original budget to actual expenses that certifies Grant Funds used in compliance with the Open Space Resolution; and GIS data with location and boundaries of the Grant Project. The Final Report shall also include supporting financial documentation as requested in the County report form and high resolution photographs of the progress and finished results of the Grant Project. The Grantee further agrees to provide the County with digital copies of said photographs, delivered as separate high resolution jpeg images. The Final Report shall be submitted within three (3) months of Grant Project completion unless a longer period of time has been agreed to by the County in writing. The County shall be allowed to use information and images from these reports in publications, public information updates, and on the County's web site.

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

Funds until the violation is remedied or after such other time period as determined by the County.

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

COUNTY: Board of County Commissioners of Arapahoe County
5334 South Prince Street
Littleton, Colorado 80120-1136

and

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

and

Arapahoe County Open Space Grants Program Administrator
6934 S Lima St, Unit A
Centennial, Colorado 80112

and

GRANTEE:

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

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

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

DATED this _____ day of _____, 2015.

ATTEST:

GRANTEE:

By: _____
Name Randy P. Penn
Title Mayor

By: _____
Name Loucrishia A. Ellis
Title City Clerk

ATTEST:

COUNTY OF ARAPAHOE
STATE OF COLORADO

By: _____
Name
Title

By: _____
Shannon Carter, Director, Intergovernmental
Relations and Open Spaces
Pursuant to Resolution No. 150211

Exhibit A



ARAPAHOE COUNTY
COLORADO'S FIRST

2015 Standard Grant
Grant Proposal
Arapahoe County Open Space

City of Englewood
Parks and Recreation Department

Englewood Parks Gateway Enhancements (Phase I)



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Englewood Parks
Gateway Enhancements (Phase I)

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Grant Category (check one):

Standard

Small

2015 Arapahoe County Open Space Grant Application

Part A- Application Summary Form

This application will be scored on a 100-point scale by the evaluation committee and must Score a minimum of 75 points.

Applicant Information	
Name: City of Englewood	
Address: 1155 West Oxford Avenue, Englewood, CO 80110	
Primary Contact: Dave Lee	Title: Open Space Manager
Telephone: 303-762-2687	
Email: dlee@englewoodgov.org	

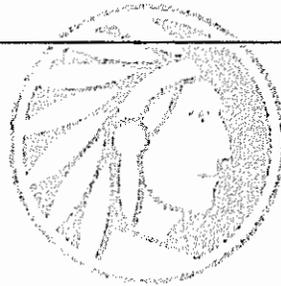
Primary Partner Information	
<i>(Additional partners should be discussed in Part F: Project Details, Question 13 of the application.)</i>	
Name: No Additional Partners	
Address:	
Contact:	Title:
Telephone:	
Email:	
Partner Responsibilities:	

Project Information	
Grant Category: Standard Grant	
Project Type: Site Improvement Project	
Project Title: Englewood Parks Gateway Enhancements (Phase I)	
Address: Belleview Park 5001 S. Inca St. Baker Park 2200 W. Wesley Ave. Emerson Park 2929 S. Emerson St. Bates-Logan Park 2938 S. Logan St. Romans Park 1700 E. Floyd Ave. Cushing Park 700 W. Dartmouth Ave. Miller Field 3600 S. Elati St. Jason Park 4299 S. Jason St. Rotolo Park 4400 S. Huron St. Centennial Park 4630 S. Decatur St. Englewood, CO 80110	
City or Unincorporated Arapahoe County: Englewood	
GPS Coordinates: Belleview Park - 39°37'27.36"N 104°59'57.93"W, Baker Park - 39°40'23.83"N 105°00'49.18"W, Emerson Park - 39°39'48.61"N 104°58'37.17"W, Bates-Logan Park - 39°39'50.35"N 104°58'52.46"W, Romans Park - 39°39'23.89"N 104°58'03.70"W, Cushing Park - 39°39'36.90"N 104°59'46.95"W, Miller Field - 39°39'06.46"N 104°59'36.28"W, Jason Park - 39°38'23.83"N 104°59'59.30"W, Rotolo Park - 39°38'09.59"N 104°59'50.52"W, Centennial Park - 39°37'53.60"N 105°01'22.26"W	
Grant Request: \$200,100	
Cash Match Total: \$83,300	Percentage of Total Project: 29%
Total Project Amount: \$283,400	

Brief Project Summary (400 words or less): project description, components, need, goal, beneficiary, planning, community input, results

The Parks Gateway Enhancements (Phase I) demonstrate a much overdue need to replace 17 signs that are currently comprised of 50 year old hand made park identification signs with a more modern, updated design for park identification signage with additional landscaping surrounding the park signs. The community believes these park ID signs are the gateway into each of our neighborhood parks and are critical to identifying each of Englewood's parks. Replacement of the park ID signs will improve the image of the City of Englewood. The goal is to replace all current park ID signs in 2 phases and update the image of our City, which is a major goal for City Council. Signage design was brought through a planning and selection process approved by the Englewood Parks & Recreation Commission and City Council.

Phase II for this project will consist of replacing 8 park identification signs in smaller parks and greenbelts and providing for landscaping around the identification signs in 2016. The City of Englewood anticipates submitting a grant request for this phase as well.



Part B – Minimum Qualification and Eligibility Form

Certify the below minimum qualifications and eligibility criteria:

Applicant Name: City of Englewood

Application Category and Type: Standard Grant – Site Improvement Project

Project Name: Englewood Parks Gateway Enhancements

Briefly answer the following qualification questions:

1. Is applicant in good standing with Arapahoe County Open Space? Discuss past performance (past five years); discuss all on-going Arapahoe County Open Space Grants, and the number and types of grants for which your agency is applying in this cycle.

The City of Englewood is in good standing with Arapahoe County Open Space. Over the past 5 years, Englewood has received 6 grants. All grants have been completed within the allotted time frame. The one exception is the River Run grant, which expanded in project scope due to a major project sponsored by Urban Drainage and Flood Control and South Platte Working Group. The project encompasses an area from Union Avenue and the South Platte River to Oxford Avenue and the South Platte River.

Englewood currently has 2 on-going grants (Hosanna Synthetic Turf Field and Duncan Park Redevelopment). Both grants are in the final stages of completion with final reports pending.

Englewood will apply for 2 standard grants this cycle. The grants are for River Run Trailhead (Construction Project) Improvements and Park Gateway Enhancements (Site Improvement).

2. Discuss project alignment with the Arapahoe County Open Space Master Plan; local adopted Master Plan; or other approved planning documents.

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

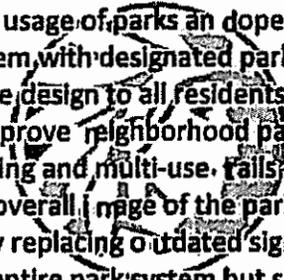
The Park Gateway Enhancements project compliments the mission of the Arapahoe County Open Space Plan.

- Acquire, conserve and protect open space – The Park Gateway Enhancements project will continue to identify and protect Englewood Parks and open spaces.

- Build county open space parks and trails – With updated and proper Park Gateway Enhancements Englewood Parks will attract new users and help maintain a healthy community.
 - Cooperative partnership work – This project allows the continued partnership between the City of Englewood, Arapahoe County Open Space and area groups such as Englewood Unleashed and Pirate Youth Sports to strengthen the Englewood Park system.
 - Leverage funding for open space, parks and trails – The Park Gateway Enhancements project will leverage funding sources from ACOS Grant Funds and Shareback Funds.
3. Describe how this project addresses specific objectives in the County Open Space Resolution #030381/#110637. Document is posted on the Open Space Grant Program page of the County Website.

The Park Gateway Enhancements project specifically addresses the following objectives of the County Open Space Resolution #030381/#110637.

- Preserve urban and rural open space and natural areas – Proper identification and wayfinding improves the usage of parks and open spaces. This project will preserve the Englewood Park system with designated park signage and encourage increased use through the attractive design to all residents of Arapahoe County.
- Provide, maintain and improve neighborhood parks, open space, sports fields, picnic facilities and biking, walking and multi-use trails. The Park Gateway Enhancements project will improve the overall image of the park system. Gateway signage is rather like a first impression. By replacing outdated signage with new designs will not only unify the identity of the entire park system but signify the quality of our parks.



Acknowledge the minimum qualification components listed below. All components are required to meet minimum qualifications:

- ✓ All items on the enclosed application checklist are included in the application
- ✓ All questions are answered in Part F and all supporting documents are attached in Part G
- ✓ All budget forms are attached, completed and signed by the agency's highest authority
- ✓ Application format and document order follow instructions
- ✓ Above eligibility and qualification questions are answered and meet Arapahoe County Open Space eligibility requirements
- ✓ All required forms are signed by agency's highest authority
- ✓ Minimum cash match requirement met (29% of total project)

Applicant certifies that all of the above items are included in the application and that all information submitted is true to the best of their knowledge.

Authorized Signature: _____
 (must be signed by highest authority in agency)

Date: 1-5-15

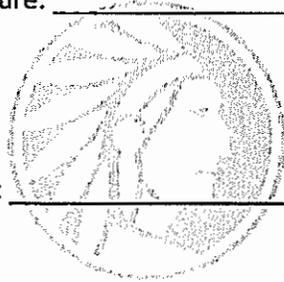
Project Title: Englewood Parks Gateway Enhancements (Phase I)
Part B – Minimum Qualification and Eligibility Form (cont'd)

For Arapahoe County Use Only:

Initial Review Date (pre-qualification): _____

- Minimum Qualifications Met (yes/no)?
- Past Performance and Status: eligible for funding, probationary status necessary (e.g. special award terms or funding conditions), or ineligible:
- Application Contents, Formatting and Overall Presentation:

Grant Program Administrator Signature: _____



Final Review Date (after evaluation): _____

- Minimum Score Met After Evaluation:
- Final Ranking and Recommendation After Evaluation:
- Comments:

Grant Program Administrator Signature: _____

Part C – Application Checklist

Use the application checklist to verify that all of the required documents are included in this application in the order listed below. All sections are required to meet minimum qualifications.

- ✓ Part A – Application Summary Form
- ✓ Part B – Minimum Qualifications and Eligibility Form (must be signed)
- ✓ Part C – Application Checklist (must be signed)
- ✓ Part D – Project Timeline
- ✓ Part E – Project Budget Narrative and Forms (all forms must be completely filled out and signed)
- ✓ Part F – Project Details (narrative response to project questions)
- ✓ Part G – Attachments (Identify each attachment with the table of contents cover page and list attachments in the following order)
 1. Evidence of support from highest authority (official letter or resolution) – including commitment to complete the project; statement that matching funds are secured; and certification that the project will be open to the public or serve a public purpose upon completion
 2. Evidence of commitment to long-term maintenance (official letter or resolution)
 3. Evidence of property ownership/legal access (legal documentation)
 4. Evidence of community support (letters of support – maximum of 5)
 5. Documentation of opposition and/or ties to the S (if applicable)
 6. Evidence of commitment from funding partners (cash match/in-kind match support letters)
 7. Photos (pre-submittal)
 8. Site maps (project location maps)
 9. GIS shapefile, if applicable (include on compact disc)
 10. Other (clearly title: acquisition documentation if applicable, or other supporting documents)

Applicant certifies that all of the above items are included in the application, in the order listed above, and that all information submitted is true to the best of their knowledge.

Authorized Signature: _____
(must be signed by highest authority in agency)

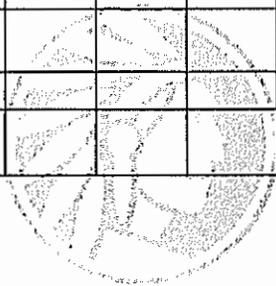
Date: 1-5-15

Print Name and Title: Jason L. Blatter
Director of Arts & Recreation

Part D – Project Timeline (5 points)

Use the below project timeline sample as a guide to complete your proposed project timeline. Project timeline must be realistic to receive full points.

Task	Jun 2015	Jul 2015	Sep 2015	Oct 2015	Nov 2015	Mar 2016	Apr 2016	May 2016	Jun 2016	Jul 2016	Aug 2016	Sep 2016
Grant Notification												
IGA Signed												
Solicitation of Vendors												
Project Bid Award(s)												
Upper Sign Manufacture												
Ground/Site Prep												
Concrete Base Installation												
Upper Sign Installation												
Landscaping												
Final Report												



Part E – Project Budget Narrative and Forms (10 points)

Budget Narrative: Provide a clear and concise budget narrative for this project (250 words or less).

The Englewood Parks Gateway Enhancements (Phase I) project will construct 17 park identification signs (8 large, 9 small signs) and include landscaping around each sign. Large sign fabrication is estimated to cost \$8,850 each sign, concrete base installation is estimated to cost \$7,000 per sign and sign installation in the field is estimated to cost \$1,218 per sign. Small sign fabrication is estimated to cost \$5,930 per sign, concrete base installation is estimated at \$6,390 per sign and sign installation in the field is estimated at \$1,218 per sign. Landscaping surrounding the signs is estimated to cost \$490 per sign.

Budget Forms:

All project budget forms must be completely filled out following the rules and regulations set forth in the application guidelines and instructions. Each budget form must be signed by the highest authority in your agency and included in this section of the application. The following project budget forms are attached and required to be complete and included in the application to meet minimum qualifications:

- **Summary Budget Form:** The summary budget form must be fully completed and successfully match up with the budget narrative, the grant budget form, the match budget form and the selection criteria questions.
- **Grant Budget Form:** The grant budget form must be completed with sufficient detail to be accepted. Please reference the sample budget for the expected level of detail. Budget items are to be broken down into categories, and then broken down into the detailed use of funds within each category by line item and cost.
- **Match Budget Form:** The match budget form must be completed with sufficient detail to be accepted. Please reference the sample budget for the expected level of detail. Budget items are to be broken down into categories, and then broken down into the detailed use of funds within each category by line item and cost. The match budget form includes cash match and in-kind match. Only cash match counts toward the percentage of match required. The cash match requirement is 25% of the total project amount for Standard Grants and 10% of the total project cost for Small Grants. In-kind match is significant and shows partnership and community support for the project. Administrative costs to prepare the grant application are not an eligible expense.

Part E – Summary Budget Form

Sources of Funds	Date Secured	County Grant Request	Cash Match	In-Kind Match	Total Project Funds
Arapahoe County Open Space	15-Jun	\$200,100			\$200,100
Applicant match	15-Jan		\$66,700		\$66,700
Parks General Fund	2-Jul		\$15,500		\$15,500
ACOS Shareback	14-Dec		\$1,100		\$1,100
Total Project Cost		\$200,100	\$83,300	\$0	\$283,400

Applicant: City of Englewood

Project Title: Englewood Parks Gateway E

Year: 2015

Signature: David Lee

Name and Title: Dave Lee, Open Space Manager

Date: 1/5/15

Requirements:	Total Project Amount:	\$283,400.00
	In-kind Match:	\$0.00
	Total Project w/out In-kind:	\$283,400.00
	Cash Match Percentage Required:	25.00%
	Required Cash Match Amount:	\$70,850.00
	Project Cash Match:	\$83,300.00 Minimum Met: Y, or N:

Part E – Grant Budget Form/Use of Funds

Category	Detailed Use of Funds per Category	Grant Request	Amount
Large Sign (8 signs)	Sign fabrication	70,800	\$70,800
	Concrete sign base	56,000	\$0
	Sign installation	9,700	\$0
	Landscape	3,000	\$3,000
Small Sign (9 signs)	Sign fabrication	53,400	\$53,400
	Concrete sign base	57,500	\$57,500
	Sign installation	11,000	\$11,000
	Landscape	4,400	\$4,400
			\$200,100

Applicant: City of Englewood

Signature: *Dave Lee*

Date: 1/5/15

Project Title: Englewood Parks Gateway Enhancement

Name and Title: Dave Lee, Open Space Manager

Part F – Project Details (75 points)

Applicants must respond to all of the following questions to meet minimum qualifications. This section is worth 75 points. Applicants must limit this section to 10 pages and answer all questions to meet minimum qualifications. If attachments/supporting documentation apply to a question answer please fully answer the question and reference the document in Part G. Please do not answer a question as "N/A". If a question is not applicable, please explain why it is not applicable to be considered for the full amount of points.

Select the Grant Category:

- Standard Grant:** \$50,100 - \$300,000 funding opportunity, 25% of total project amount minimum cash match requirement
- Small Grant:** \$100 - \$50,000 funding opportunity, 10% of total project amount minimum cash match requirement

Select the Project Type:

Project Type/Project Details: The project categories for the standard and small grant applications are below:

- Trail Project:** Projects that are mostly trail construction or renovation/restoration, trail-related bridges, trail-related road crossings, or trail head parking and shelters.
- Site Improvement Projects:** Projects for site improvement, restoration and repair/replacement including: natural re-vegetation/restoration, park improvements, restoration, repair/replacement (may include playgrounds, shelters, sport fields, landscaping). This category may include interior trail segments or connections, but the majority of the project should be site improvements other than trail.
- Construction Project:** Construction projects may include new park amenities such as playgrounds, shelters, sport fields, restrooms, and interior trails or connections.
- Acquisition Project (standard grant only):** Eligible projects involve fee simple acquisition of land for public open space, park or trails; acquisition of buffer land; acquisition of a conservation easement and/or acquisition of water rights.
- Environmental Project/Cultural Education or Interpretation Project:** Projects focused on environmental or cultural education/interpretation installations may include associated sign bases, panels, landscaping, benches and shelters.
- Other Project:** Other allowable project categories include: stream-related projects, wildlife habitat, and water quality. These projects should not fit into any of the other project categories. Please contact the County Grant Administrator for questions related to allowable projects.

Selection Criteria Questions (75 points):

1. Describe the project goal, extent of scope and expected results. Be specific; discuss what the project will provide, quantities, size, project elements, useful life of project components, and deliverables. Discuss the current condition of the project site and what improvements or changes are being proposed and why. Provide detailed maps

and photos in Part G. Describe how the project will be designed, constructed and managed and how you will choose vendors, materials, systems, etc. Describe how this project improves access and connectivity to any existing trail network, natural resources, and/or community resources. If this is an educational project, discuss the long term educational outcomes expected as a result of this project and how the project connects people to each other, the natural environment and/or community resources. Complete the budget form in Part E consistent with this narrative (15 points)

Gateway enhancements include replacement of 50 year old hand-made park identification signs with updated, modern design park identification signage with additional landscaping surrounding the park signs. The community believes these park ID signs are the gateway into each of our neighborhood parks and are critical to identifying each of Englewood's parks. Replacement of the park ID signs will improve the image of the City of Englewood. The goal is to replace all current park ID signs in 2 phases and update the image of our City, which is a major goal for City Council. Phase I will include the following parks: Belleview, Baker, Emerson, Bates-Logan, Romans, Cushing, Miller, Jason, Rotolo and Centennial Parks.

The Phase I scope for the project is to replace 17 park ID signs in 10 different parks. This project also includes landscape enhancements surrounding each identification sign. There are 2 sign design sizes (one large, one small). The large gateway signs (8) will be constructed in community parks and the small signs (9) will be constructed in neighborhood parks and at secondary entries to community parks. The large sign dimensions are approximately 9 feet wide by 6 ½ feet tall. The small signs are approximately 6 feet wide by 4 ½ feet tall. Each sign is non-illuminated, aluminum construction on a cast concrete base with a 6 inch mow strip around the base. The paint for the aluminum is acrylic polyurethane graffiti resistant in "Federal Green", "warm white" and "brushed aluminum" colors. Life expectancy for the project is estimated to be 20 years.

The Gateway Enhancement project will be advertised for competitive sealed bid. Bid specifications will be developed and advertised on Rocky Mountain Bid Net. A vendor will be selected based on the price of their bid and experience constructing such a project.

The Gateway Enhancement project will update and improve the overall image of Englewood Parks & Recreation and the City of Englewood. The project will also improve access and connectivity by more clearly and prominently identifying Englewood Parks to automotive, bicycle and pedestrian traffic.

2. Describe the community/neighborhood and user groups the project will serve. Discuss the type of users (children, adults, seniors, families, sports leagues, youth groups, etc.) the project will serve and estimate the number of user groups annually that will benefit

from the project. How did you arrive at this estimate? Describe the service area for this project (how far will users travel to use the project site). (5 points)

The Englewood Parks Gateway Enhancements will serve the Englewood community, the surrounding neighborhoods and all park users from outside of Englewood. Englewood parks are visited by many families, adults, seniors, youth and adult sports leagues. The gateway enhancements will provide Englewood with a new branding image for our parks and clearer, more obvious identification for our parks. A recent citizen survey from the 2014 Community Livability Report Englewood, CO stated that 88% of Englewood's 31,676 citizens use our parks. Englewood parks are locally renowned and receive many visitors from around the metro area.

3. Describe any scenic, historic or cultural values associated with this project. Will they be preserved or restored? Describe specific natural resources at the site, including habitat and/or water. List predominant wildlife species and vegetation on site. Discuss impacts to these resources as a result of this project. If this is a conservation easement acquisition project, describe the conservation values and public benefits/value of the land, easement or water resource. (5 points)

There are no scenic, historic or cultural values associated with the Englewood Parks Gateway Enhancements. The ten park locations are comprised of typical suburban park natural resources, habitat and water. The parks are all irrigated and contain the typical bluegrass turf and native/non-native tree species (cottonwood, oak, ash, linden, spruce, Austrian and ponderosa pine species) found along the Front Range. Belleview, Cushing and Centennial Parks respectively contain a small stream, a pond and a lake. The habitat value of these parks would be categorized as low. Typical bird species include sparrows, robins, finch, geese, etc. Animal species include fox, coyote, skunk, rabbit, etc. Impacts to the natural resources are considered to be extremely low.

4. Discuss the ownership and legal access to the proposed project site, including right of access without trespassing on adjacent property. Detail any third-party rights, easements or other encumbrances that exist. Provide supporting documentation proving ownership, legal access or permission from landowner and a site map in Part G. (3 points)

The listed parcels of property: Belleview Park-5001 S. Inca St. Baker Park-2200 W. Wesley Ave. Emerson Park-2929 S. Emerson St. Bates-Logan Park-2938 S. Logan St. Romans Park-1700 E. Floyd Ave. Cushing Park-700 W. Dartmouth Ave. Miller Field-3600 S. Elati St. Jason Park-4299 S. Jason St. Rotolo Park-4400 S. Huron St. Centennial Park-4630 S. Decatur St. are located in Englewood, Colorado. The City of Englewood is the sole owner of these parcels. Vehicle access to the locations will be provided by current public streets. No third party rights, easements or other encumbrances will affect this project. The City of Englewood owns all park property and is managed by the Parks and

Recreation Department. Arapahoe County parcel search ownership verification is located Part G.

5. Describe long-term maintenance of the project site. Estimate the annual costs to maintain the site, how those numbers were calculated, how you intend to fund maintenance and who is responsible for maintenance. Explain how maintaining this project site changes your agency maintenance budget. (Provide projected budget changes, detailed cost estimates, how you plan to accommodate these changes, and explain how you arrived at those numbers.) Provide a commitment letter from the management/maintenance agency addressing long-term maintenance and include budgeting for funding maintenance in Part G. (7 points)

The City of Englewood owns all park property and the Parks and Recreation Department will be responsible for the long-term maintenance of every park, all landscape enhancements and signage for the project. The City of Englewood annually allocates funding in the Parks and Recreation Department budget for personnel, commodities and capital for regular repair and maintenance for all park infrastructures, amenities and facilities. The 2015 Parks Division Maintenance Budget is \$2,137,252. The Parks Department currently maintains approximately 250 acres of parkland, open space and green space and the parks gateway enhancements are not estimated to increase the overall maintenance budget for many years due to the low maintenance cost materials used in the project (concrete and powder coated aluminum). Landscape designs were added with the goal of keeping maintenance costs low. The maintenance of the landscaping will also be absorbed into the existing parks budget for 2015 as these areas do not result in a significant increase in area or plant material to manage.

6. Summarize planning efforts to date and investments made prior to submitting a grant proposal. Discuss pre-submittal meetings, dates and outcomes. Be detailed and include eligible pre-planning costs on the Match Budget Form in Part E. See application instructions for details. Proof of pre-submittal planning expenses must be submitted as an attachment in Part G. All attachments should be clearly labeled on the Part G cover page. (5 points)

Planning for the park gateway signage initially started in 1999. The City of Englewood was interested in strengthening the community image and heightening awareness of Englewood. Tacito Design Inc. was selected for design development of entry port monumentation, city district signage design and park gateway signage enhancements.

An advisory committee was formed to help guide the process and to communicate with their constituencies in the community. The advisory committee was comprised of policy-makers, local merchants, residents and City staff.

In early 2002, four park signage design concepts were developed at a cost of \$15,500 (see Part E and G) and in May 2002, Tacito Design met with the Englewood

Parks and Recreation Commission and selected a park signage design concept. In the next number of years, the economy began to contract and Englewood went through a number of years of budget freezes and reductions. The project was put on hold due to a lack of funding resources.

In 2013, the City was awarded a \$250,000 grant from Arapahoe County for the redevelopment of Duncan Park. As part of that project, the new park gateway signage enhancements were incorporated into the redevelopment of Duncan Park. Due to the success of this park redevelopment in the fall of 2014 and the input received from citizens and policy-makers, the City would like to move forward with updating and enhancing all park gateway signage.

As part of the Gateway Enhancements project, options for landscape designs were drawn up by PKM Design Group at an expense of \$1,100. (see Part E and G).

7. Is this project “shovel ready”? Provide evidence that this project will be completed within two years. Is design and engineering complete or is there still work to be done? List any permits that will need to be obtained for implementation of the project and existing status of obtaining those permits. (Federal 404, County or City Planning or Public Works, Storm Water Drainage, etc). Does the project necessitate a change in zoning? Itemize anticipated costs for permits, government fees and consultants. Detail costs in the correct Part E Budget Form. Correlate response with the Project Timeline in Part D. Project timeline must be realistic to receive full points for this question. If this is an acquisition project, list the due diligence items you already have available or will pursue (such as purchase agreement, preliminary title work, appraisal, environmental site assessment, survey, etc). Purchase agreement or option with seller and preliminary title work should be secured and included in the application and attached in Part G. Include detailed costs in Part E. (5 points)

The Parks Gateway Enhancements project is “shovel ready” if selected as a grant award. Design and engineering has been completed. Landscaping designs have been completed. Two park ID signs have already been constructed as part of a previous ACOS grant award during the redevelopment of Duncan Park. After reviewing the project with the City Planning and Public Works Departments, there are no permits, government fees or zoning changes required.

8. Describe the planning process that identified this specific project as a priority. Is this project listed as a priority in a master plan, site specific plan or other adopted planning document? If so, discuss that plan. Describe the relationship of the project to any local, regional, state or system-wide master plan. Give the name of each plan and list related element(s) within the plan. Was this project identified through an independent community planning process? Describe this process. (5 points)

This project was identified through an independent community planning process by the City's Community Development Department. During the planning process that started in 1999 through 2002, the City was desirous of a signage plan that would blend the various signage needs (Civic Center, Entry Port, District and Park Identification) throughout the City in one uniform design theme. Unfortunately, the project was put on hold due to a lack of funding resources.

Recently, the economy has begun to improve and Duncan Park was redeveloped with help from a grant from Arapahoe County Open Spaces and the use of shareback funds. New park identification signage was constructed in Duncan Park that has now raised the priority of making all park identification signage uniform by replacing all of the existing 50 year old park signs.

This grant request is not a typical site improvement project which would be included in a long range planning document. This project has been an issue for over twenty years as our current park identification signage has become very outdated. Due to more pressing City of Englewood commitments and priorities as well as the economy, this project has not been funded but has been thoroughly reviewed and would be a welcomed project by the residents of Englewood and Arapahoe County.

Even though this project is not listed in a specific planning document, parks gateway enhancements are fundamental to park usage. This enhancement project creates a community identity with the park system, welcomes new users and establishes the level of care and maintenance that is provided in our parks.

9. Discuss any efforts to obtain public input, disseminate public information, develop partnerships, develop partnerships for cash finding or in-kind contributions, and garner community support specifically related to this project. In most cases, evidence of a transparent public process will be required. For acquisitions, the process may be tied to a public process for an overall master plan rather than identification of a specific parcel. For regional trails, the process may need to include notification and/or involvement of residents from adjacent jurisdictions. Discuss any objections or opposition to this project. Include any letters, petitions, news articles, or other documents evidencing opposition. What has been done to address concerns and how has the opposition responded? (5 points)

Planning for the park gateway signage initially started in 1999. The City of Englewood was interested in strengthening the community image and heightening awareness of Englewood. Tacito Design Inc. was selected for design development of entry port monumentation, district signage design and park gateway signage enhancements.

An advisory committee was formed in 1999 to help guide the process and to communicate with their constituencies in the community. The advisory committee was comprised of policy-makers, local merchants, residents and City staff.

In 2002, the Englewood Parks & Recreation Commission selected a park signage design concept. The Commission is an advisory board made up of Englewood citizens who guide public policy for the Parks and Recreation Department and make recommendations as public input to Englewood City Council.

During Parks and Recreation Commission meetings held between October 2012 and January 2013, parks signage was again reviewed and approved in order to have new signage in place for the Duncan Park Redevelopment grant (meeting minutes are attached Part G – 10. Other).

Along with the successful redevelopment of Duncan Park, the new park identification signs have received a great deal of attention from folks throughout Englewood. Many citizens have requested that the gateway signs to their nearby parks receive the same upgrades.

All Parks and Recreation Commission meetings are open to the public and their comments and input are invaluable in addressing any public concerns. We have received no objections or opposition toward this proposed project.

10. Describe how this project addresses inclusivity per the Americans with Disabilities Act guidelines. (3 points)

Parks Gateway Enhancements is an atypical project that does not fall into the guidelines of ADA. The project is a gateway enhancement that allows all individuals to identify specific Englewood parks and to enjoy all the amenities each park has to offer.

11. Discuss the need and urgency for this project and why it is a priority. What opportunities are lost if this project is not funded now? (5 points)

The need and urgency for this project is great. The project was started 16 years ago and has stalled several times due to the economy and lack of sufficient budget funding in recent years. The City is currently embarking on a new era of identifying who we are and what services we provide to our citizens through the development of a new mission and vision statement: To promote and ensure a high quality of life, economic vitality and a uniquely desirable community identity by proactively collaborating with our citizens and businesses, developing a safe environment, creating opportunity and through the provision of reliable, affordable and flexible services.

City Council has given approval for the Parks Gateway Enhancements as an initial step towards this new mission and vision.

If the project is not funded now, it will likely lose its priority standing as other City departments compete for City Council endorsement and funding.

12. If successful in obtaining this grant, how will the agency use this project to inform citizens about the value of the Arapahoe County Open Space sales and use tax? Address the public outreach plan, signage plan, celebration, dedication, etc. (2 points)

The Parks Gateway Enhancements Project is about creating an identity. As recognition of the grant funding and support, permanent signage identifying ACOS has been incorporated into the design of all 18 signs and will be installed as part of gateway enhancements at all 10 park locations. Approved sign designs are attached in Part G – 10.

Information will also be added to the City of Englewood's web site identifying the project and funding sources during and following construction. The Englewood Herald will run information and news stories throughout the project. Social media such as Facebook and Twitter will be used to provide project updates, recognize accomplishments and promote funding partners.

13. How much of your planned cash match is secured? How much still needs to be raised and what are your plans for raising additional funds? What is your back up plan if you are unable to raise those funds? Describe the cash and in-kind partnerships established for this project. This does not include partners who have contributed to previous phases or partners that plan to contribute to future phases. Explain if partnerships were not possible or necessary for this project. Include all partner support letters in Part G and clearly label on the section cover page. Include match from all partners in the Part E Budget. All support letters must be dated within the last six months to be eligible. (5 points)

The entire cash match is secured. We are planning on using Arapahoe County Shareback Funds. There are no other cash or in-kind partnerships with this project. Partnerships were not possible for the gateway enhancements in ten park locations at this time.

14. Briefly discuss support from entities and user groups that are supporting the project in other ways than cash or in-kind contributions. Support letters should come from users, user groups, community members, volunteers, schools, etc. A maximum of five (5) support letters should be attached in Part G and clearly labeled on the section cover page. All letters should be dated within the last six months. (5 points)

Englewood has broad based support for the Parks Gateway Enhancements project. Englewood Unleashed is a community dog park advocacy group. Their goal is to

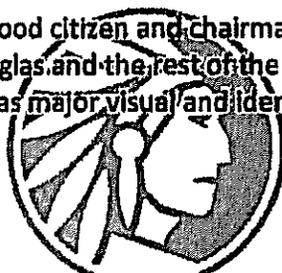
enhance the off-leash parks within Englewood. The group raises funds for improvements within off-leash parks, performs monthly park cleanups and ensures that pet owners are responsible stewards of the parks.

Pirate Youth Sports is a local non-profit organization that serves Englewood youth by providing a variety of sports activities in many of our parks. Improved park signage would improve identification of parks and athletic fields used by Pirate Youth Sports and visiting sports organizations.

Englewood Schools serves our community's academic and athletic needs for youth. The City and school district partner on shared use of numerous sports fields and tennis courts.

Mr. Gillit is a community member and citizen advocate for our parks. He resides adjacent to one of our larger community parks and is a huge supporter of our Parks and Recreation programs.

Douglas Garrett is an Englewood citizen and Chairman of the Englewood Parks and Recreation Commission. Douglas and the rest of the commission unanimously support the Gateway Enhancements as major visual and identity improvement to Englewood's parks.



Certification of accuracy for the information provided in Part F:

Applicant certifies that all of the above answers are accurate and that all information submitted is true to the best of their knowledge.

OPEN SPACES

Authorized Signature: _____
(must be signed by highest authority in agency)

Date: 1-5-15

Print Name and Title: Steve L. Blum
Director of Parks & Recreation

Part G – Attachments (10 points)

Use this as the table of contents cover page for the required application attachments. Attachments in this section are supporting documentation to the questions answered in Part F. To receive the full amount of points available for each question, sufficient supporting documentation must be attached. List all attachments in order, by name/title and by page number.

1. Evidence of support from highest authority (official letter or resolution**) – including commitment to complete the project; statement that match funds are secured; and certification that the project will be open to the public or serve a public purpose upon completion
2. Evidence of commitment to long-term maintenance (official letter or resolution)
3. Evidence of property ownership/legal access (legal documentation)
4. Evidence of community support (letters of support – max. 5, known objections)
5. Documentation of opposition and responses (if applicable)
6. Evidence of commitment from funding partners (cash match/in-kind match support letters)
7. Photos (pre-submittal)
8. Site maps (project location maps)
9. GIS shapefile, if applicable (include on compact disc)
10. Other (clearly title: acquisition documentation, if applicable, or other supporting documents)

****Resolution from a Governing Body or an Official Letter from Highest Authority must include all listed applicable items and must designate a specific person to sign the grant agreement and related grant administration documents.****

RESOLUTION NO. 5
SERIES OF 2015

A RESOLUTION SUPPORTING THE CITY'S ARAPAHOE COUNTY OPEN SPACE
GRANT APPLICATION FOR PARK GATEWAY ENHANCEMENTS PHASE I

WHEREAS, the Parks Gateway Enhancements Project highlights a much overdue need to replace seventeen signs that are currently comprised of 50 year old hand made park identification signs with a more modern, updated design for park identification signage with additional landscaping surrounding the park signs; and

WHEREAS, Parks and Recreation staff believe these park ID signs are the gateway into each of our neighborhood parks and are critical to identifying each of Englewood's parks and will improve the image of the City of Englewood; and

WHEREAS, the Parks and Recreation Commission recommended the Tacito Design for this project at the May 9th, 2002 meeting; and

WHEREAS, the Parks and Recreation Commission again recommended the design at the October 11th, 2012, November 15th, 2012 and January 10th, 2013 meetings; and

WHEREAS, there are no federal funds being used for the Park Gateway Enhancements Phase I project; and

WHEREAS, the City's Arapahoe County Open Space grant application will request \$200,100 in grant funds with a required City cash match of \$83,300. Englewood shareback funds have been budgeted; and

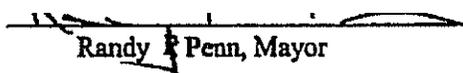
WHEREAS, Parks and Recreation will bring back an IGA if approved.

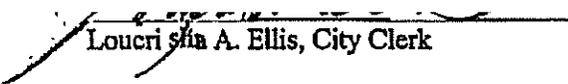
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the application for an Arapahoe County Open Space Grant for Park Gateway Enhancement attached hereto as Exhibit A.

ADOPTED AND APPROVED this 20th day of January, 2015.

ATTES T,


Randy F Penn, Mayor


Loucrisia 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. 5, Series of 2015.



Loucrishia A. Ellis, City Clerk

Part G Attachments – 2. Long-Term Maintenance



CITY OF ENGLEWOOD
DEPARTMENT OF PARKS AND RECREATION

Arapahoe County Open Space and Trails Advisory Board
6934 South Lima Street, Unit A
Centennial, CO 80112

December 1, 2014

Re: Long-Term Park Maintenance

Dear Open Space Advisory Board,

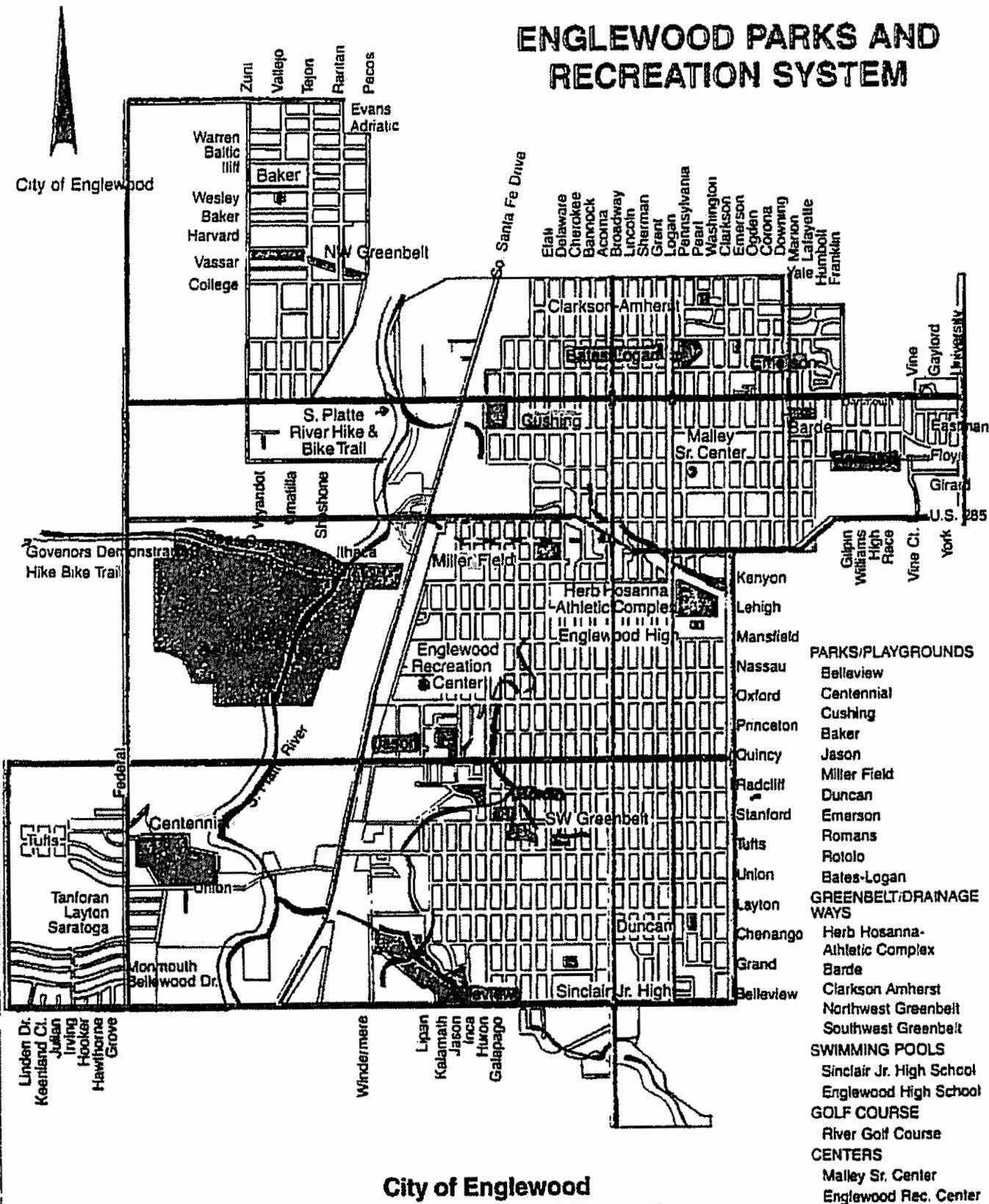
The City of Englewood Parks and Recreation Department is committed to the long-term maintenance and management of all Englewood parks and park infrastructure within the City. The City of Englewood allocates funds for the long-term maintenance, repair and replacement of park infrastructure. Ongoing maintenance functions include: sign maintenance, sign repair/replacement, graffiti removal and landscape maintenance.

The Parks and Recreation Department is funded annually through the City of Englewood's General Fund as part of the core services provided to the citizens of the City of Englewood. Maintenance of the Englewood Parks Gateway Enhancements is currently included in all long-term maintenance programs and activities and will continue to be a part of all such activities into the future.

Sincerely,

Jerrell Black
Parks and Recreation Director

ENGLEWOOD PARKS AND RECREATION SYSTEM



**City of Englewood
 Department of Parks and Recreation
 1155 W. Oxford Avenue
 Englewood, CO 80110
 (303) 762-2680 • (303) 762-2688 FAX**

Arapahoe County Parcel Number Information

Belleview Park

033752325
031992184
034389211

Jason Park

031964547
031964555

Miller Field

031943281

Centennial Park

031978165
031978246
031978238
031978173
032594322
032620269
031978416

Emerson Park

031035112

Romans Park

031045665

Rotolo Park

031987326

Cushing Park

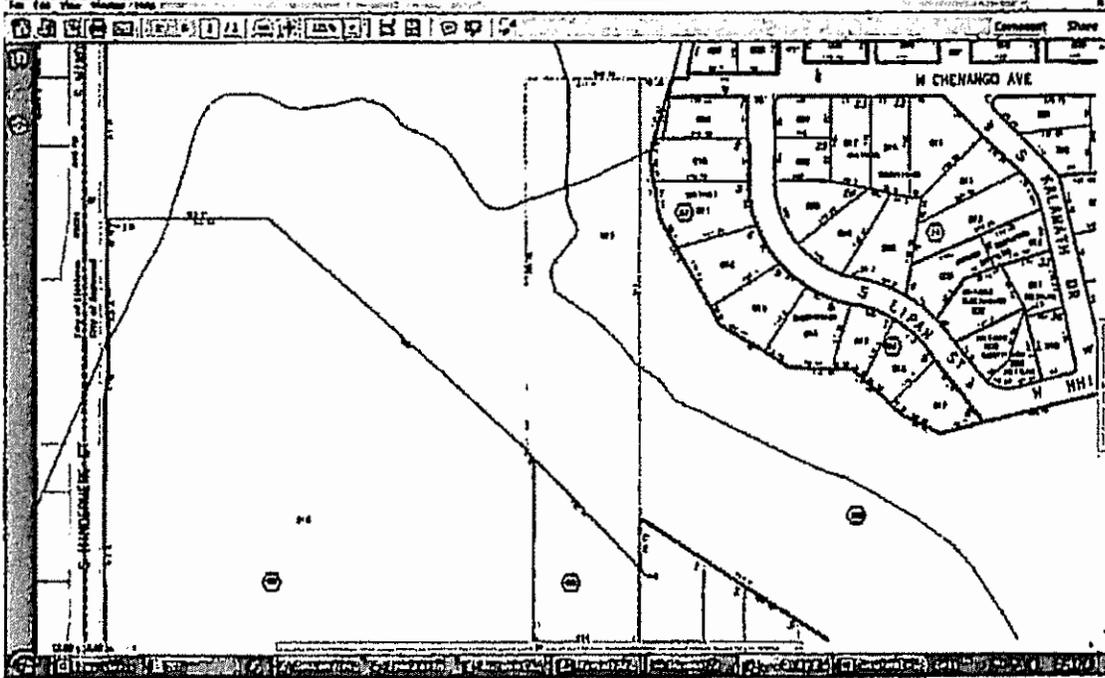
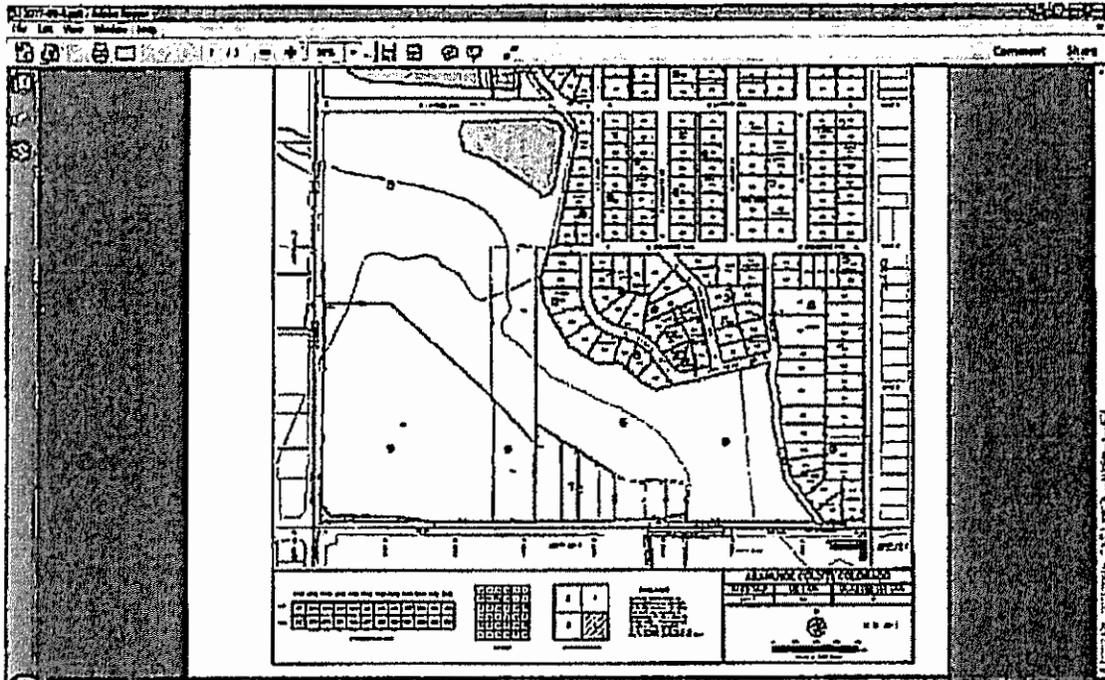
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033564545

Bates-Logan Park

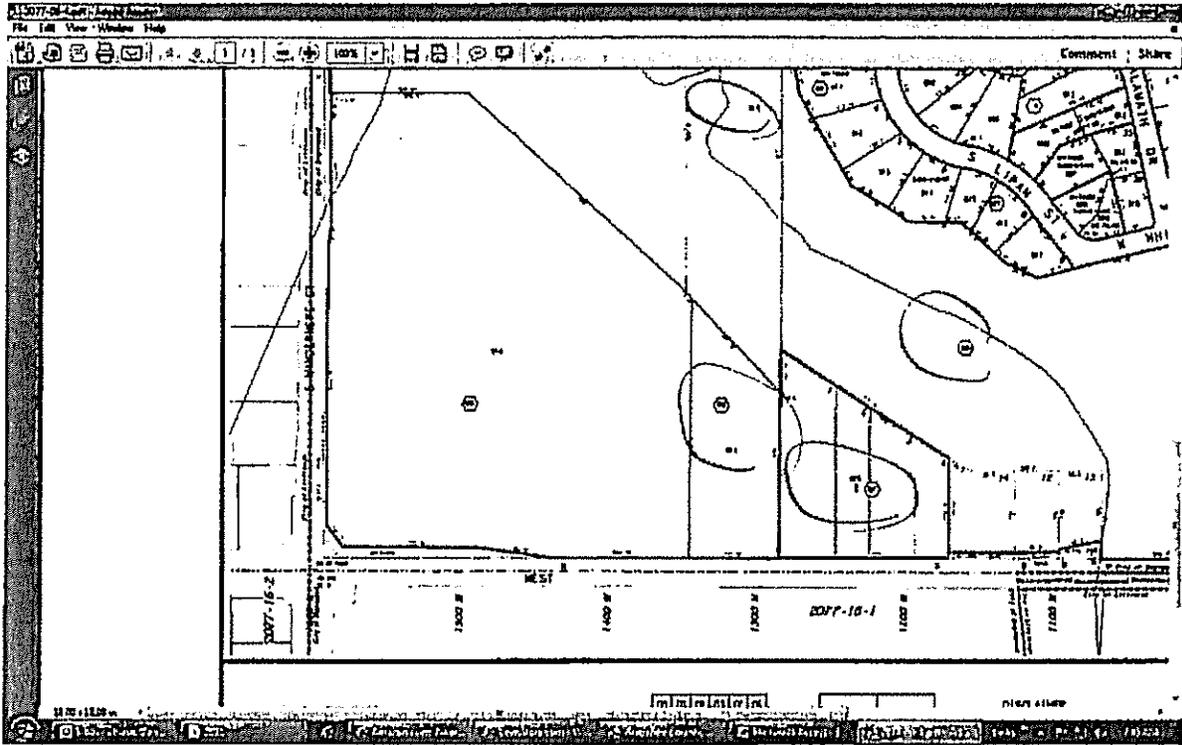
031012996

Baker Park

031002621



Belleview Park
033752325
031992184
034389211



Belleview Park
033752325
031992184
034389211

PIN: 033752325
AIN: 2077-09-4-00-015
Situs Address: 1500 W Layton Ave
Situs City: Englewood

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Englewood Ind Area
Neighborhood Code: 3537.00
Acreage: 47.2400

Land Use:
Legal Desc: That Part Of Se 1/4 Sec 9-5-88 Desc As Beg 37 Ft E & 1054 Ft N Of Sw Cor Of Sd Se 1/4 Th E 308.26 Ft Th Se 648 Ft 4.09 Ft & 287.91 Ft Th N 93.79 Ft Th Se 511.4 Ft Th S 210.56 Ft Th E 148.5 Ft & 96.3 Ft Th N 10 Ft Th Ne 98.8 Ft Th S To A Pt On N Line Of W Belleview Ave Th E 326.78 Ft & 300.4 Ft To W Line Of S Inca Dr Th Nw Alg Sd W Row Line 240.5 Ft & 293.75 Ft Th Ne 63.42 Ft Th Nw 144.75 Ft Th Ne

	Total	Building	Land
2014 Appraised Value	24,693,293	0	24,693,293
2014 Assessed Value	7,161,055	0	7,161,055
		2013 Mill Levy:	72.800

Land Line	Units	Land Value	Land Use
	47.2400 AC	24,693,293	Recreation

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

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[New Search](#)

New Search

Printer Frie

PIN: 031992184 Treasurer's Inform
AIN: 2077-09-4-00-014
Situs Address:
Situs City: *Photo Sales by Tax Year
View Parcel Map Neighbor
2013/
2011/
2009/
2007/
2005/
Full Owner List: Englewood City Of Complete Neighbor
Owner Address: 1000 Englewood Pkwy Sales Information Hi
City/State/Zip: Englewood, CO 80110-2373
Neighborhood: Englewood Ind Area Tax District Li
Neighborhood Code: 3537.00
Acreage: 2.1740
Land Use:
Legal Desc: Beg 1035 Ft E & 30 Ft N Of Sw Cor Se 1/4 Th N 370 Ft Th Nw 287.91 Ft Th S 577.11 Ft Th E 21 Ft To Beg Sec 9-5-68

	Total	Building	Land
2014 Appraised Value	1,138,400	0	1,136,400
2014 Assessed Value	329,558	0	329,558

2013 Mill Levy: 72.800

Sale	Book Page	Date	Price	Type
	A713 6443 *Multi Sched	10-24-1997	395,000	DEED
	3619 0343 *Multi Sched	04-01-1982	1,004,900	WARR
	3443 0484	07-01-1981	355,168	WARR

Land Line	Units	Land Value	Land Use
	94700.0000 SF	947,000	Recreation

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New Search

PIN: 034389211
AIN: 2077-09-4-07-020
Situs Address: 1225 W Belleview Ave
Situs City: Englewood

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Englewood Ind Area
Neighborhood Code: 3537.00
Acreage: 3.0610
Land Use:
Legal Desc: Lots 1-4 Blk 1 Mavdon Sub

	Total	Building	Land
2014 Appraised Value	1,333,440	0	1,333,440
2014 Assessed Value	386,698	0	386,698
		2013 Mill Levy:	72.800

Land Line	Units	Land Value	Land Use
	133344.0000 SF	1,333,440	Vacant Commercial Lots

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[New Search](#)

PIN: 031978165
AIN: 2077-08-1-00-029
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Vacant Unplatted Parcels
Neighborhood Code: 2942.00
Acreage: 7.0600
Land Use:
Legal Desc:

Parcel Of Land In S 1/2 Ne 1/4 Sec 8 Desc As Beg 400.2 Ft E Of Nw Cor S 1/2 Ne 1/4 Th Se 1355.88 Ft To Pt On N Line Of W Union Ave Th E Alg Sd Line 660 Ft M/L W Of E Line Of Ne 1/4 Sec 8 Th N 130 Ft Th W 1021.87 Ft Th Nw 1232.53 Ft Th W 130 Ft To Beg 8-5-68

	Total	Building	Land
<i>2014 Appraised Value</i>	3,530	0	3,530
<i>2014 Assessed Value</i>	1,024	0	1,024
		2013 Mill Levy:	68.749

<i>Land Line</i>	Units	Land Value	Land Use
	7.0600 AC	910,740	Vac Unplatted Area > 5.0 Acres but < 10.0 Acres

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

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[New Search](#)

PIN: 031978246
AIN: 2077-08-1-00-039
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Vacant Unplatted Parcels
Neighborhood Code: 2942.00
Acreage: 11.1300
Land Use:
Legal Desc: Beg 655.78 Ft S Of Nw Cor Of E 1/2 Se 1/4 Ne 1/4 Th Sw 1104.45 Ft Th Se 358.97 Ft Th E 968.7 Ft Th N 508 Ft To Beg Sec 8-5-88

	Total	Building	Land
2014 Appraised Value	5,565	0	5,565
2014 Assessed Value	1,614	0	1,614
	2013 Mill Levy:		68.749

Sale	Book Page	Date	Price	Type
	6942 0546	04-09-1993	0	QC

Land Line	Units	Land Value	Land Use
	11.1300 AC	5,565	Vac Unplatted Area > 10.0 Acres but < 35.1 Acres

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[New Search](#)

PIN: 031978238
AIN: 2077-08-1-00-038
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Vacant Unplatted Parcels
Neighborhood Code: 2942.00
Acreage: 14.6100
Land Use:
Legal Desc: Beg 988.77 Ft E Of Nw Cor Of S 1/2 Ne 1/4 Sec 8 Th E 391.2 Ft Th S 275 Ft Th Se 631.2 Ft Th S 180.78 Ft Th Sw 1104.45 Ft Th Se 356.97 Ft Th W 53.09 Ft Th Nw 832.53 Ft Th Ne 492.09 Ft To Beg Sec 8-5-68

	Total	Building	Land
2014 Appraised Value	7,305	0	7,305
2014 Assessed Value	2,118	0	2,118
		2013 Mill Levy:	68.749

Land Line	Units	Land Value	Land Use
	14.6100 AC	7,305	Vac Unplatted Area > 10.0 Acres but < 35.0 Acres

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[New Search](#)

PIN: 031978173
AIN: 2077-08-1-00-031
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Englewood Ind Area
Neighborhood Code: 3537.00
Acreage: 1.9300
Land Use:
Legal Desc: Beg 538.77 Ft E Of Nw Cor S 1/2 Ne 1/4 Sec 8 Th E 450 Ft Th Sw 492.09 Ft Th Nw 400 Ft To Po

	Total	Building	Land
<i>2014 Appraised Value</i>	300	0	300
<i>2014 Assessed Value</i>	87	0	87
		2013 Mill Levy:	68.749

<i>Land Line</i>	Units	Land Value	Land Use
	1.0000 LT	300	Open Space

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

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[New Search](#)

PIN: 032594322
AIN: 2077-08-1-00-048
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Vacant Unplatted Parcels
Neighborhood Code: 2942.00
Acreage: 4.1000
Land Use:
Legal Desc: Beg 141.58 Ft W Of Ne Cor W 1/2 Se 1/4 Ne 1/4 Sec 8-5-68 Th Alg Curve To Left 493.87 Ft Th S 8.58 Ft Th Nw 631.2 Ft Th N 275 Ft To N Line Se 1/4 Ne 1/4 Th E 458.42 Ft To Beg

	Total	Building	Land
2014 Appraised Value	2,050	0	2,050
2014 Assessed Value	595	0	595
		2013 Mill Levy:	68.749

Land Line	Units	Land Value	Land Use
	4.1000 AC	528,900	Vac Unplatted Area > 1.0 Acre but < 5.0 Acres

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[New Search](#)

PIN: 032620269
AIN: 2077-08-1-00-052
Situs Address: 2501 W Union Ave
Situs City: Englewood

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Vacant Unplatted Parcels
Neighborhood Code: 2942.00
Acreage: 1.8400
Land Use:
Legal Desc: Parcel Of Land In Ne 1/4 Sec 8 Desc As Beg At A Pt On N Line Of Co Rd No 1 Wh Is 77.4 Ft Nw From Se Cor Se 1/4 Ne 1/4 Sec 8 Th Ne 101.1 Ft Th Nw 185.06 Ft Th W 538.24 Ft Th S 130 Ft T E 538.24 Ft Th Ne 101.1 Ft To Pob Sec 8-5-68

	Total	Building	Land
2014 Appraised Value	920	0	920
2014 Assessed Value	267	0	267
		2013 Mill Levy:	68.749

Sale	Book Page	Date	Price	Type
	B107 7057	05-02-2001	0	CTOR
	A820 0553	12-03-1998	29,000	SWAR

Land Line	Units	Land Value	Land Use
	1.8400 AC	237,360	Vac Unplatted Area > 1.0 Acre but < 5.0 Acres

Note Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

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[New Search](#)

PIN: 031978416
AIN: 2077-08-1-03-009
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Englewood Ind Area
Neighborhood Code: 3537.00
Acreage: 6.2300
Land Use:
Legal Desc: Lots 1-7 Blk 2 & Vac W Tufts Ave Adj & Lot 3 Blk 3 Cent Ind Park

	Total	Building	Land
2014 Appraised Value	3,256,546	0	3,256,546
2014 Assessed Value	944,398	0	944,398
		2013 Mill Levy:	68.749

Land Line	Units	Land Value	Land Use
	6.2300 AC	3,256,546	Recreation

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

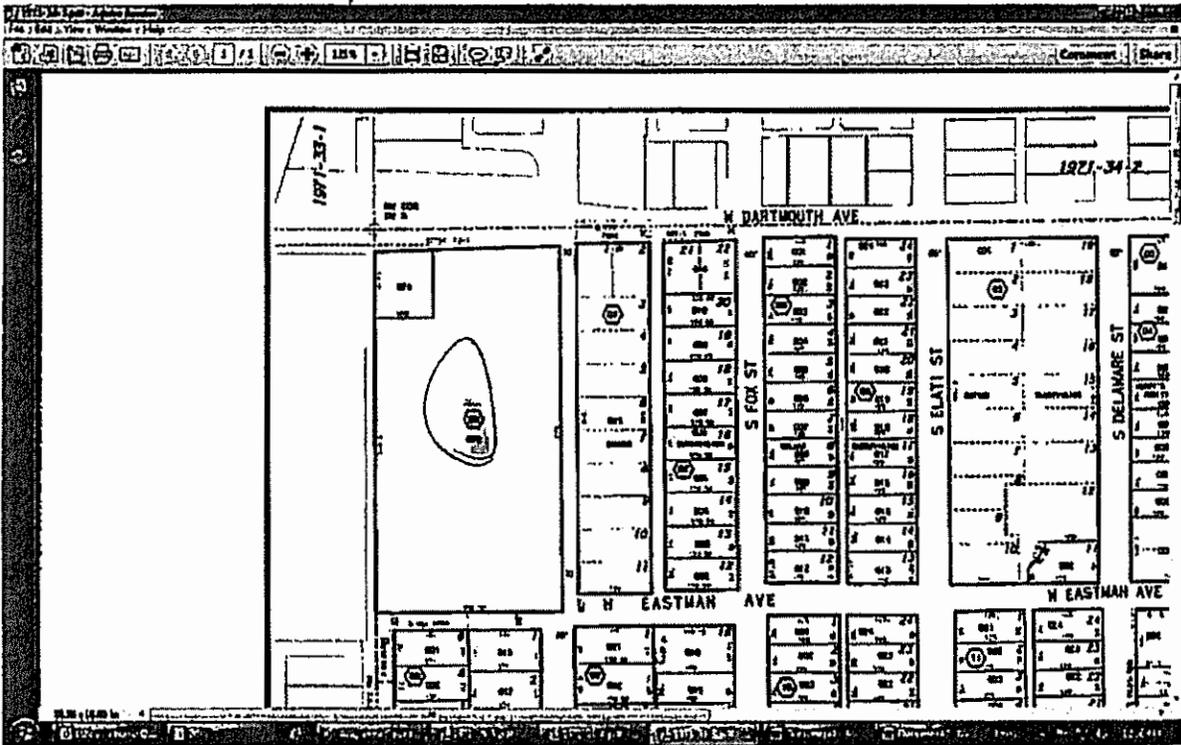
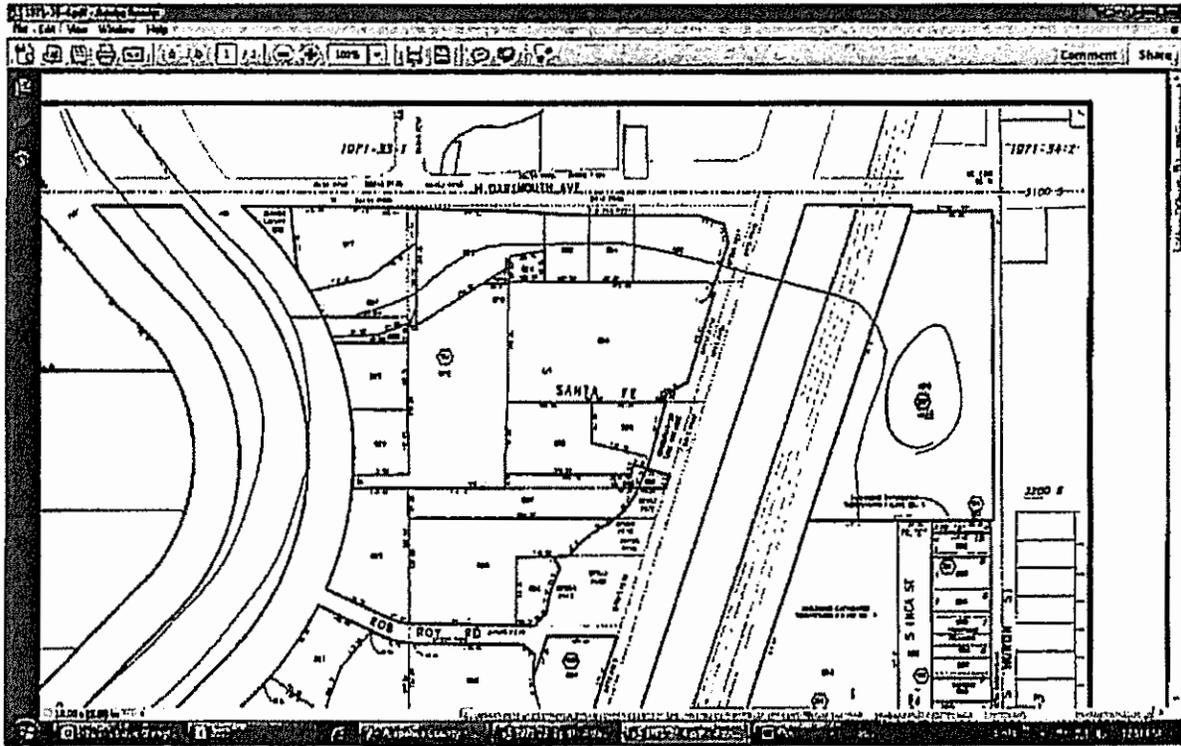
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[New Search](#)



Cushing Park
 033564561
 033564545

PIN: 033564561
AIN: 1971-34-3-00-079
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Non-Ind Englewood
Neighborhood Code: 3586.00
Acreage: 4.7500
Land Use:
Legal Desc: That Part Of Sw 1/4 Sec 34-4-68 Desc As Beg 30 Ft S & 100 Ft E Of Nw Cor Of Sd Sw 1/4 Th S 125 Ft Th W 100 Ft Th S 519.5 Ft M/L Th E 334 Ft Th N 676 Ft Th W 231.35 Ft To Beg (Park) Ex Road Sec 34-4-68

	Total	Building	Land
<i>2014 Appraised Value</i>	3,207,105	0	3,207,105
<i>2014 Assessed Value</i>	930,060	0	930,060
		2013 Mill Levy:	72.800

<i>Land Line</i>	Units	Land Value	Land Use
	4.7500 AC	0	Recreation

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[New Search](#)

PIN: 033564545
AIN: 1971-33-4-00-083
Situs Address: 840 W Dartmouth Ave
Situs City: Englewood

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Englewood Ind North 1971
Neighborhood Code: 3538.00
Acreage: 4.9500
Land Use:
Legal Desc:

That Part Of Se 1/4 Sec 33-4-68 Desc As Beg 18 Ft W & 30 Ft S Of Ne Cor Of Sd Se 1/4 Th W 180.7 Ft To E Row Line of At & Sf Row Th Sw Alg Sd Row Line 733.22 Ft Th E 420.33 Ft Th N 695.37 Ft To Beg Ex Road Sec 33-4-68

	Total	Building	Land
2014 Appraised Value	2,177,424	21,204	2,156,220
2014 Assessed Value	631,453	6,149	625,304
		2013 Mill Levy:	72.800

<i>Land Line</i>	Units	Land Value	Land Use
	4.9500 AC	2,156,220	Recreation

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

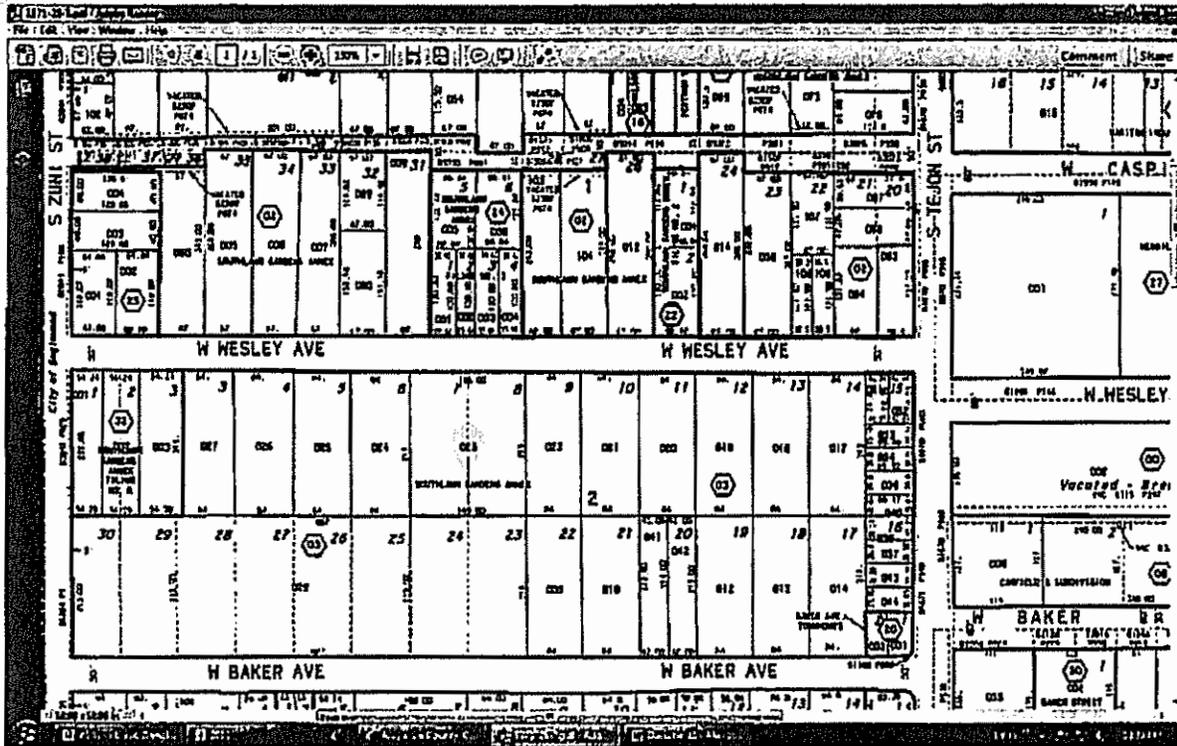
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[New Search](#)



Baker Park
031002621

PIN: 031002621
AIN: 1971-28-3-03-023
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Southlawn Gardens Annex
Neighborhood Code: 2070.00
Acraage: 0.8350
Land Use:
Legal Desc: Lots 7-8 Blk 2 Southlawn Gdns Annex Dedicated To Public For Park

	Total	Building	Land
2014 Appraised Value	600	0	600
2014 Assessed Value	174	0	174
		2013 Mill Levy:	72.800

Land Line	Units	Land Value	Land Use Tract
	2.0000 LT	600	

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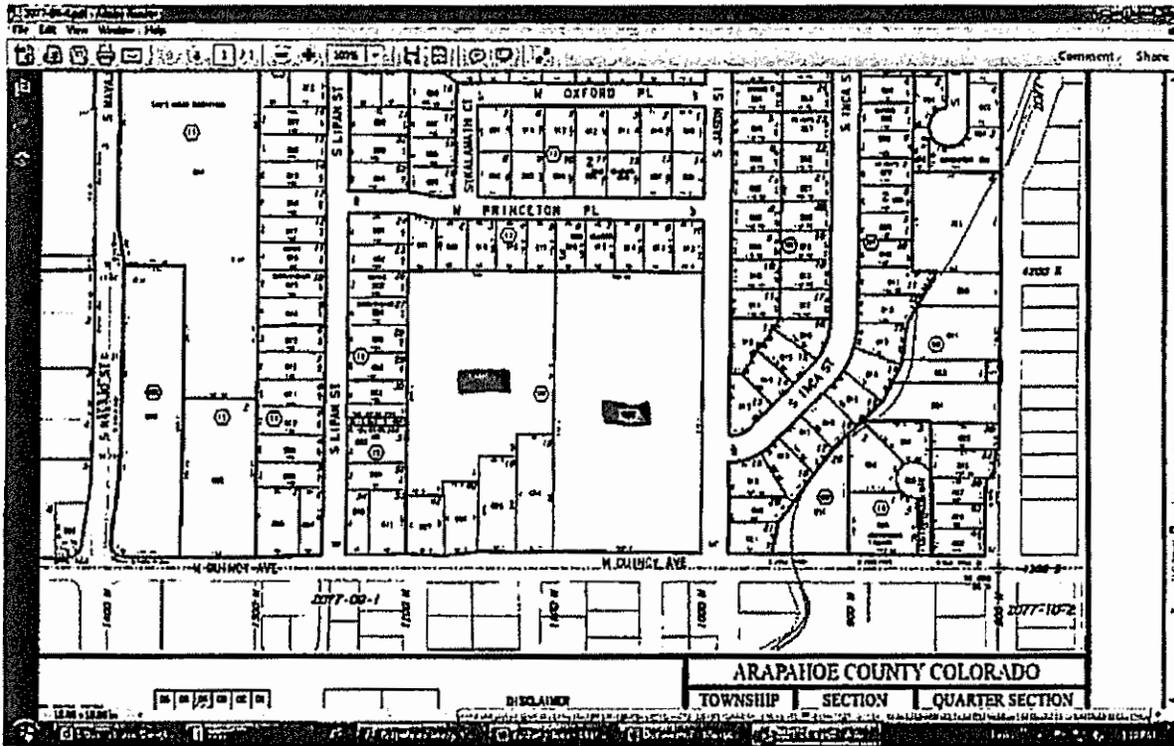
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[New Search](#)



Jason Park
031964547
031964555

PIN: 031964547
AIN: 2077-04-4-00-032
Situs Address: 1025 W Quincy Ave
Situs City: Englewood

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Oxford Heights 2nd Flg
Neighborhood Code: 1692.00
Acreage: 4.7700
Land Use:
Legal Desc: Beg 660 Ft W Of Se Cor Of Se 1/4 Th N 659.5 Ft Th W 330.5 Ft Th S 659.5 Ft Th E 330.5 Ft To Beg Ex Rts/Way 4-5-68

	Total	Building	Land
2014 Appraised Value	238,500	0	238,500
2014 Assessed Value	69,165	0	69,165
		2013 Mill Levy:	72.800

Land Line	Units	Land Value	Land Use
	4.7700 AC	238,500	Recreation

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[New Search](#)

PIN: 031964555
AIN: 2077-04-4-00-033
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Oxford Heights 2nd Flg
Neighborhood Code: 1692.00
Acreage: 3.2800
Land Use:
Legal Desc: Beg 1320.1 Ft W & 659.5 Ft S Of Ne Cor Of S 1/2 Of Se 1/4 Th E 330 Ft Th S 361.5 Ft Th W 82.6 Ft Th S 50 Ft Th W 82.5 Ft Th S 57 Ft Th W 82.5 Ft Th S 26 Ft Th W 82.5 Ft Th N 494.5 Ft To Be Exempt

	Total	Building	Land
<i>2014 Appraised Value</i>	164,000	0	164,000
<i>2014 Assessed Value</i>	47,560	0	47,560
		2013 Mill Levy:	72.800

<i>Land Line</i>	Units	Land Value	Land Use
	3.2800 AC	164,000	Recreation

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

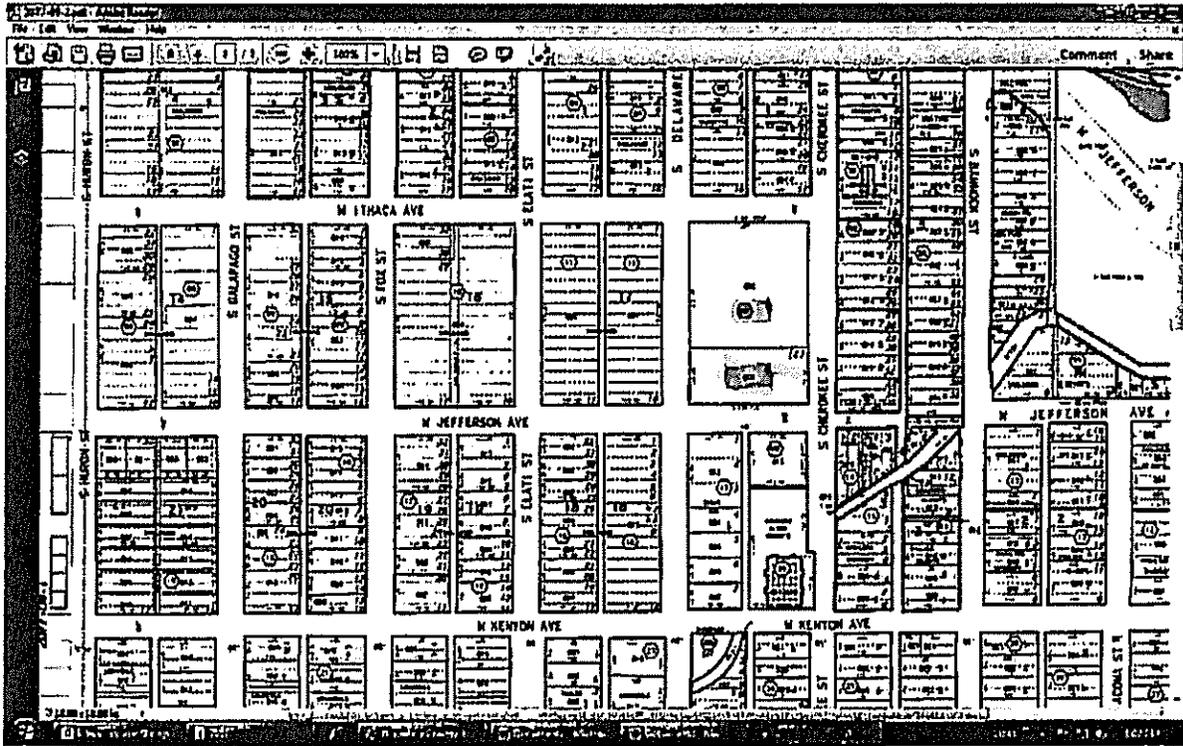
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[New Search](#)



Miller Field
031943281

PIN: 031943281
AIN: 2077-03-2-00-004
Situs Address: 3649 S Cherokee St
Situs City: Englewood

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Jacksons Broadway Heights
Neighborhood Code: 1324.00
Acreage: 0.7700
Land Use:
Legal Desc: Beg At A Pt 765 Ft S Of Cen Of Intersect Of W Hampden Ave & S Cherokee, Th W 309 Ft To Pt C S Delaware, Th S 125 Ft Th E 309 Ft To Pt, Th N 125 Ft To Beg Ex Rds 3-5-88

	Total	Building	Land
2014 Appraised Value	38,500	0	38,500
2014 Assessed Value	11,165	0	11,165
		2013 Mill Levy:	72.800

Land Line	Units	Land Value	Land Use
	0.7700 AC	38,500	Recreation

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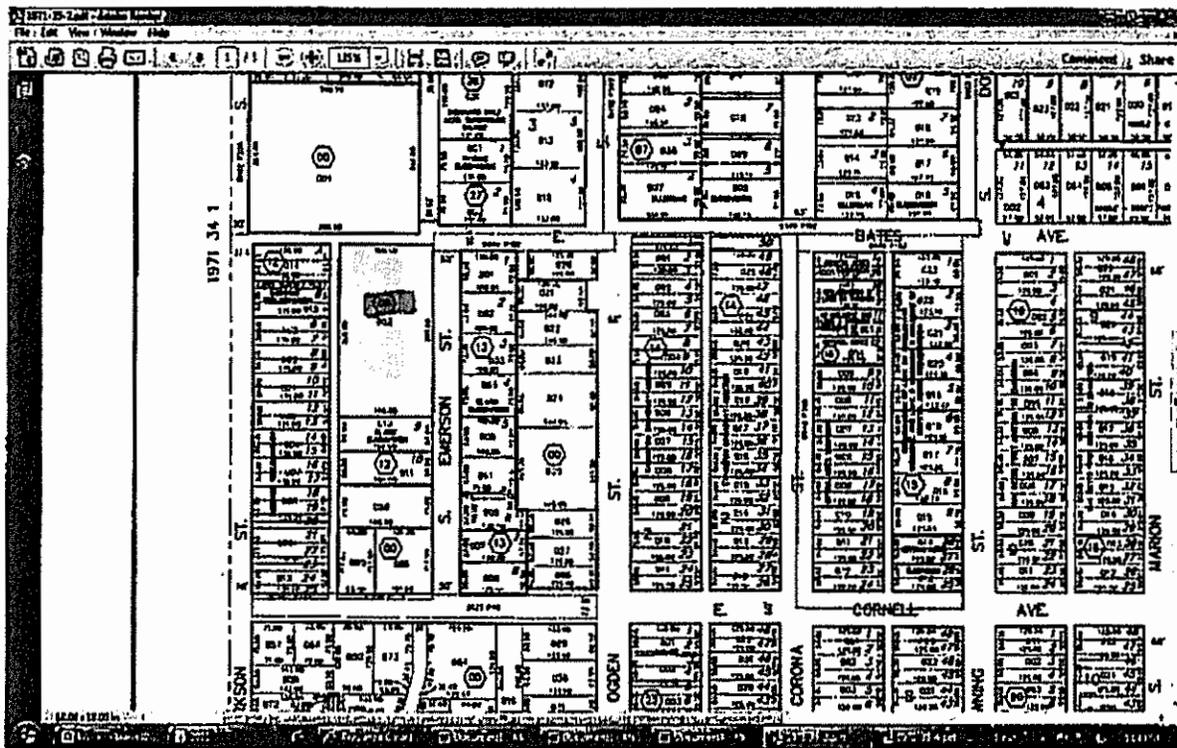
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[New Search](#)



Emerson Park
031035112

PIN: 031035112
AIN: 1971-35-2-00-002
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Vacant Unplatted Parcels
Neighborhood Code: 2942.00
Acreage: 1.1620
Land Use:
Legal Desc: Beg 16 Ft E Of Ne Cor Of Lot 1 Dobbins Resub Th E 166 Ft Th S 305 Ft Th W 166 Ft Th N 305 F To Beg 35-4-88

	Total	Building	Land
2014 Appraised Value	149,640	0	149,640
2014 Assessed Value	43,396	0	43,396

2013 Mill Levy: 72.800

Land Line	Units	Land Value	Land Use
	1.1600 AC	149,640	Vac Unplatted Area > 1.0 Acre but < 5.0 Acres

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

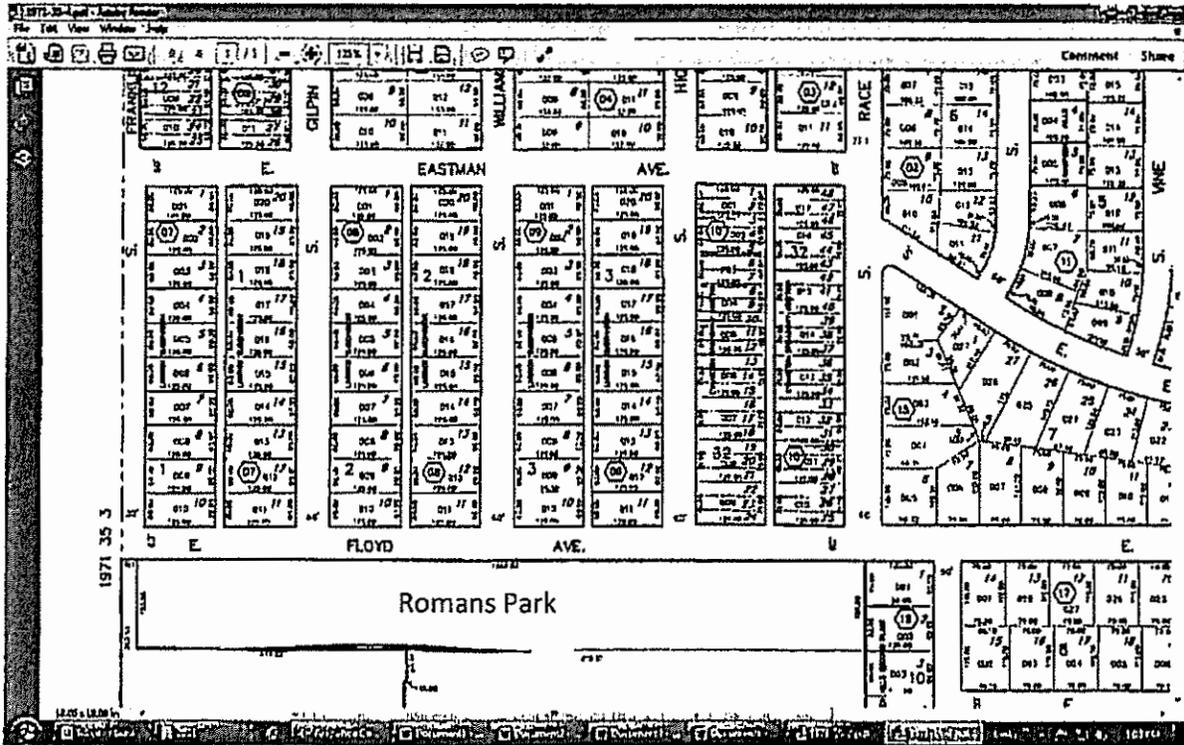
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[New Search](#)



Romans Park
031045665

PIN: 031045665
AIN: 1971-35-4-00-005
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Non-Ind Englewood
Neighborhood Code: 3586.00
Acreage: 4.4520
Land Use:
Legal Desc: Beg 30 Ft S Of Ne Cor Sw 1/4 Se 1/4 Th S 150 Ft Th W 1293.04 Th N 150 Ft Th E 1292.87 Ft To Beg 35-4-68

	Total	Building	Land
<i>2014 Appraised Value</i>	3,168,793	162,568	3,006,225
<i>2014 Assessed Value</i>	918,950	47,145	871,805
		2013 Mill Levy:	83.418

<i>Land Line</i>	Units	Land Value	Land Use
	193950.0000 SF	3,006,225	Recreation

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

* Not all parcels have available photos / sketches.

In some cases a sketch may be difficult to read. Please contact the Assessors Office for assistance. Measurements taken from the exterior of the build
 The Arapahoe County Assessors Office does not warranty the accuracy of any sketch, nor assumes any responsibility or liability to any user.

Although some parcels may have multiple buildings and photos, at this time our system is limited to 1 sketch and 1 photo per parcel number. Sorry for inconvenience.

[New Search](#)

PIN: 031987326
AIN: 2077-09-1-00-053
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Jensen Sub Neighborhood
Neighborhood Code: 250.00
Acreage: 2.4800

Land Use:
Legal Desc: Beg 995 Ft S & 30 Ft W Of Ne Cor Of Ne 1/4 Sec 9 Th W 65.2 Ft Th Nw 140 Ft Th Sw 60 Ft Th N 32.09 Ft Th Nw 11.92 Ft Th N 80.92 Ft & 258.97 Ft Th Se 154.65 Ft Th E 121 Ft To Pt On W Line S Huron St Th S 47 Ft & 144 Ft & 184 Ft To Pcb 34-4-68

	Total	Building	Land
2014 Appraised Value	300	0	300
2014 Assessed Value	87	0	87
		2013 Mill Levy:	72.800

Land Line	Units 1.0000 LT	Land Value 300	Land Use Tract
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Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

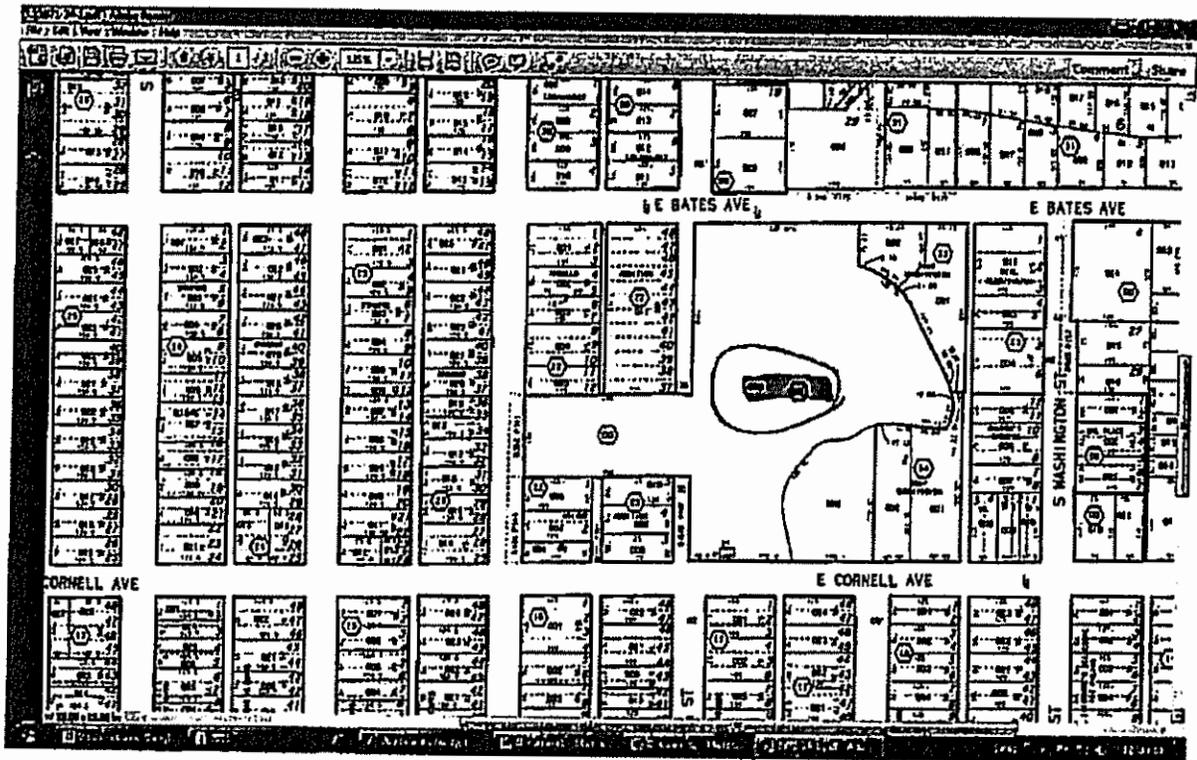
* Not all parcels have available photos / sketches.

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[New Search](#)



Bates-Logan Park
031012996

PIN: 031012996
AIN: 1971-34-1-00-038
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Non-Ind Englewood
Neighborhood Code: 3586.00
Acreage: 5.2800
Land Use:
Legal Desc: Beg 840 Ft N & 30 Ft E Of Sw Cor Of Se 1/4 Ne 1/4 Th N 150 Ft Th E 296 Ft Th N 300 Ft Th E 296 Ft Th S 76.6 Ft Th Alg Curve Se 285.1 Ft Th Sw 68.7 Ft Th Nw 122.1 Ft Th Alg Curve Sly & Sely 331.3 Ft Th W 108.4 Ft Th N 25 Ft Th W 25 Ft Th S 25 Ft Th W 56.5 Ft Th N 150 Ft Th W 296 Ft To Beg 34-4-68

	Total	Building	Land
<i>2014 Appraised Value</i>	2,851,960	0	2,851,960
<i>2014 Assessed Value</i>	827,068	0	827,068
		2013 Mill Levy:	72.800

<i>Land Line</i>	Units	Land Value	Land Use
	5.2800 AC	0	Recreation

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

* Not all parcels have available photos / sketches.

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[New Search](#)



CITY OF ENGLEWOOD
PARKS AND RECREATION COMMISSION

January 8, 2015

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Advisory Board Members:

I am writing this letter of support on behalf of the Englewood Parks and Recreation Commission in support of the Englewood Parks and Recreation Department's grant application for Gateway Enhancements in Englewood parks.

Gateway enhancements in the parks will improve the overall perception of Englewood as well as improve the connectivity with park users by clearly identifying park names and locations. Enhancements to the parks gateways will reflect the ongoing improvements taking place in the City of Englewood. These upgrades to the parks will reiterate to the public that the City and the Department of Parks and Recreation values and takes pride their parks and their community.

Thank you for your consideration of the Gateway Enhancements for Englewood Parks.

Sincerely,


Douglas Garrett
Chair
Englewood Parks and Recreation Commission



Englewood Schools

A Relentless Focus On Learning

BRIAN K. EWERT
Superintendent of Schools

December 4, 2014

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Board Members,

On behalf of Englewood Schools, I would like to offer my support for an Arapahoe County Open Space Grant that would provide Gateway Enhancements in Englewood parks.

New gateway signs in Englewood parks will enhance the overall image and perception of Englewood. The enhancements to the signs will reflect the transformations and improvements that are taking place within the City of Englewood. The new park signs will also help identify the parks to visitor and resident alike. New park gateway enhancements will convey to the public the pride and dedication that the City has towards its parks and the community.

We support the City's grant application for the Gateway Enhancements in Englewood parks.

Sincerely,

Brian Ewert
Superintendent
4101 S. Bannock St.
Englewood, CO 80110

Roscoe Davidson Administration Building • 4101 S. Bannock St. • Englewood, CO 80110 • Phone: 303-761-7050

December 16, 2014

**Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112**

Dear Board Members,

Advisory Board Members:

I am writing this letter of support for the Englewood Department of Park and Recreation's application for grant funds for the Gateway Enhancements.

As a citizen of Englewood and a neighbor of Belleview Park, I believe that the Gateway Enhancements in Englewood parks will enhance the overall image and perception of the City Englewood.

The upgrades to the signs will reflect the transformations and improvements that are taking place within the City of Englewood. The new park signs will also help identify the parks to visitors and residents alike. New park gateway enhancements will convey to the public the pride and dedication that the City has towards its parks and the community.

Thank you for your consideration for this application.

Sincerely,

**Rick Gillit
4985 S. Lipan Drive
Englewood, CO 80110
(303) 246-4780**



December 4, 2014

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Board Members,

Englewood Unleashed is a non-profit organization which is dedicated to public education for off-leash dog recreation, site selection, park maintenance and fundraising for the City of Englewood's off-leash community. Created in 2004 Englewood Unleashed has been vital in the development of Englewood's first dedicated dog park, Canine Corral, located in Belleview Park, as well as maintained off-leash privileges at four other Englewood Parks .

Englewood Unleashed continues to work with, aid and assist the City of Englewood's City Council, Parks and Recreation Commission and Parks and Recreation Department by raising funds and providing volunteer support to improve and better maintain the off-leash parks in Englewood, in which dogs can exercise without leash restraint in a clean, healthy and safe environment.

Our organization has supported the City with funds for dog park signage in the past and fully supports the City of Englewood's application for Arapahoe County grant funds for the Gateway Enhancements. These enhancements will expand access and connectivity to the parks as well as improve the overall image of Englewood Parks and Recreation and the City of Englewood for all citizens and visitors including those of us with pets.

Sincerely,

Barb Chumley

President, Englewood Unleashed



December 4, 2014

Pirate Youth Sports
Laura Sakry, President
4550 S. Galapago St.
Englewood, CO 80110

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Board Members,

This letter is written on behalf of Pirate Youth Sports. I am writing this letter in support of the grant application for the Gateway Enhancements for Englewood Parks.

Pirate Youth Sports is a non-profit, all volunteer organization that serves the youth of Englewood by providing recreational and competitive sports for boys and girls, first through eighth grade.

Pirate Youth Sports utilizes the parks within Englewood for our various sports and feels that new gateway entrance signs would enhance the City of Englewood's image. The new signs would be one of the first things visitors from outside Englewood would see when they arrive at the park for practices or games. The signs would not only help indicate to residents and visitors that they are at the correct park, but would also make an impression about the park that it is maintained and valued by the citizens of Englewood.

We support the City of Englewood's application for grant funds for the Gateway Enhancements for parks within the City.

Sincerely,


Laura Sakry, President

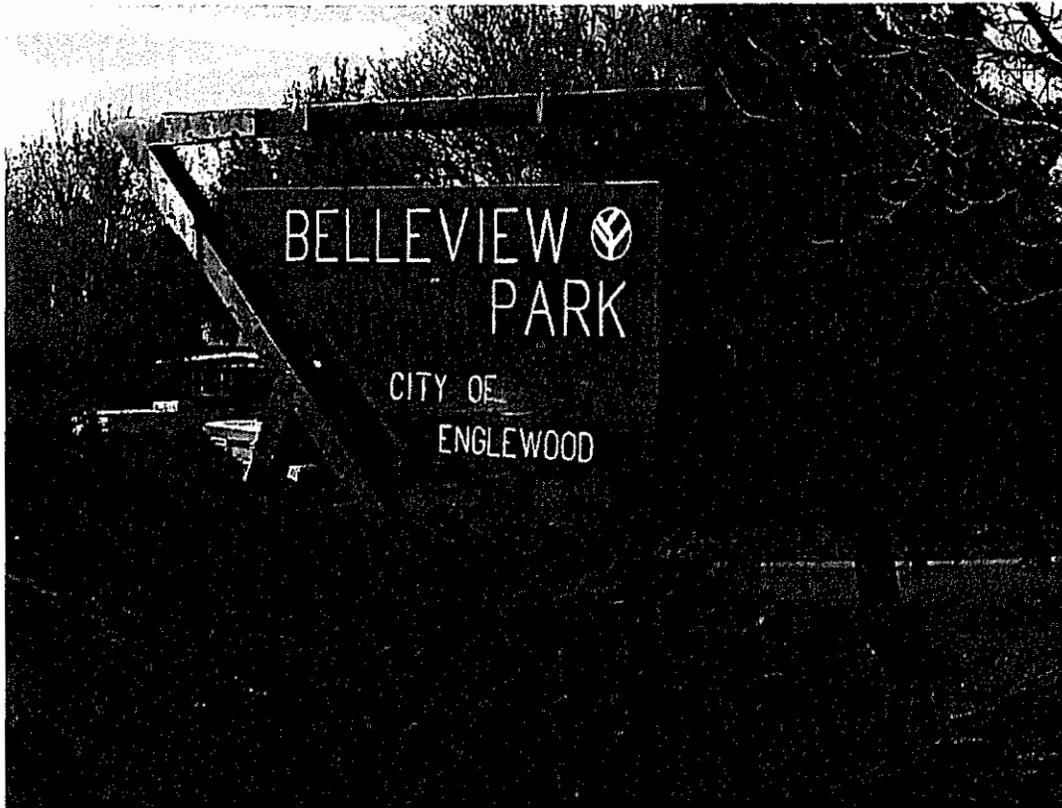

Pirate Youth Sports

Part G Attachments - 5. Documentation of opposition and responses

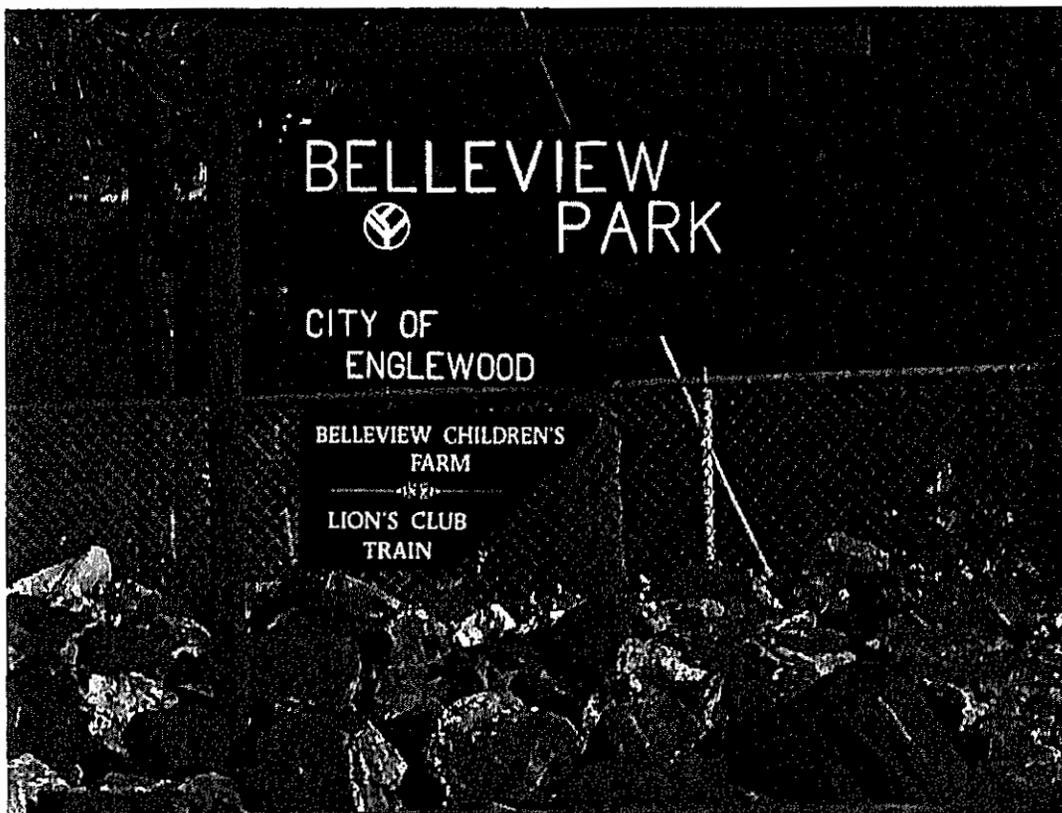
No opposition or responses to include

Part G Attachments - 6. Evidence of commitment from funding partners

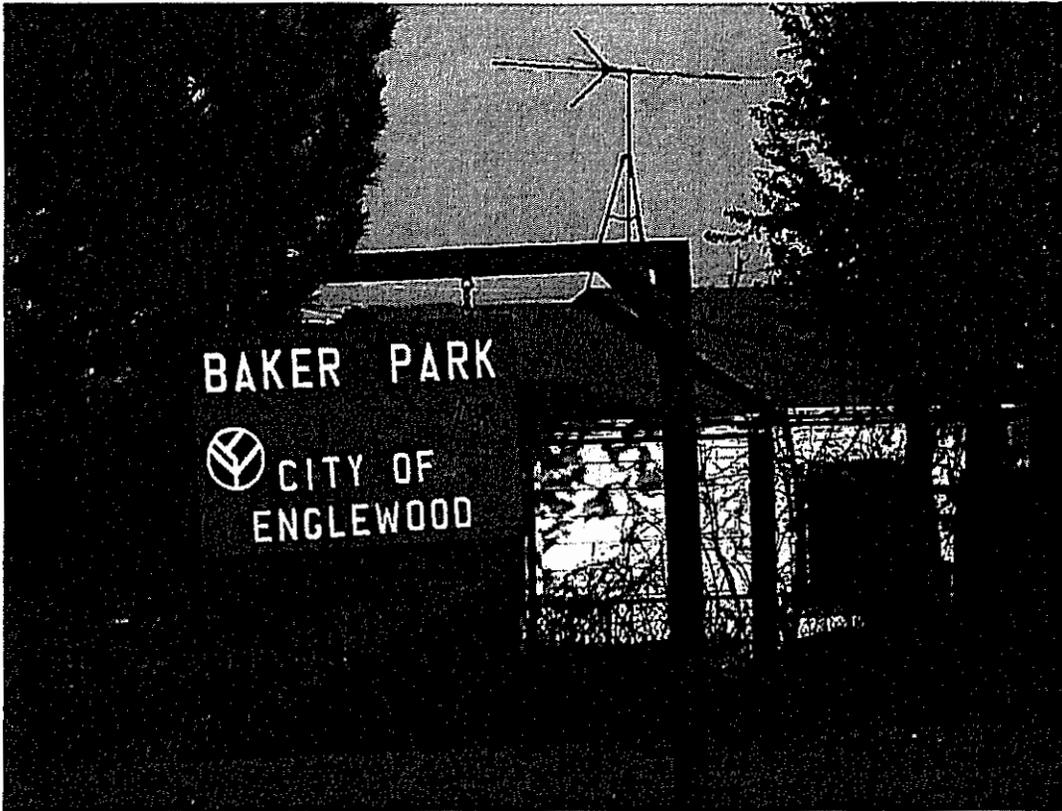
No funding partner commitment to include



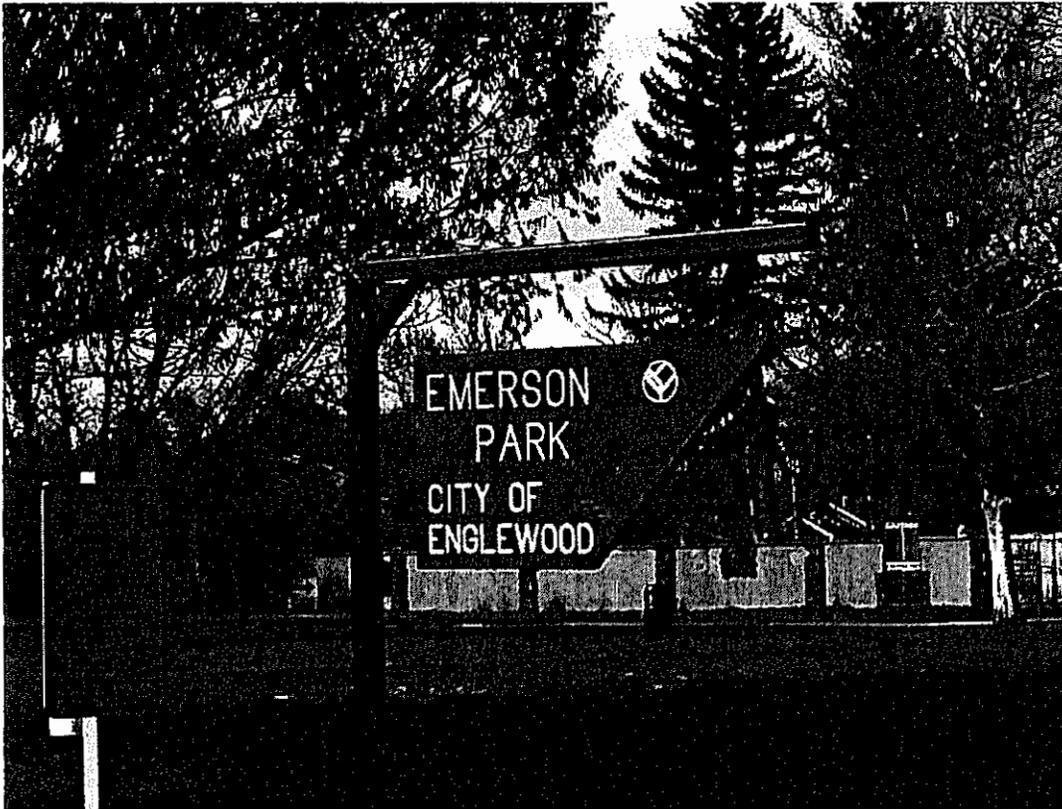
Current Park Signage at Belleview Park



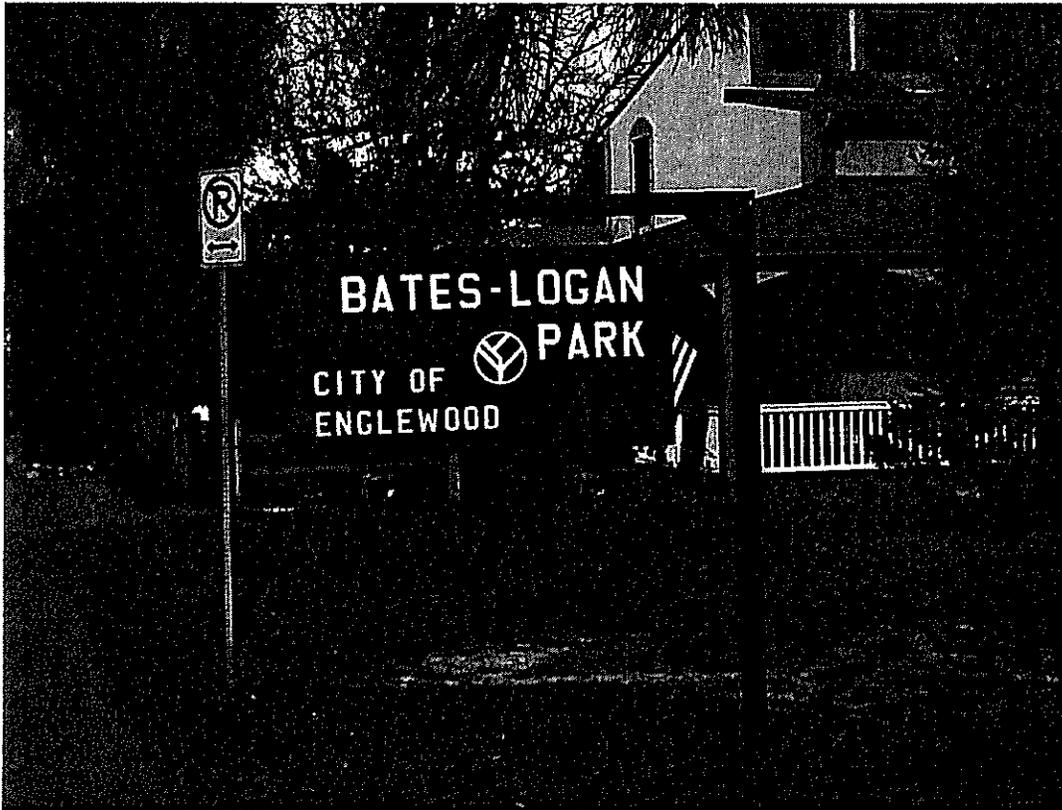
Current Park Signage at Belleview Park



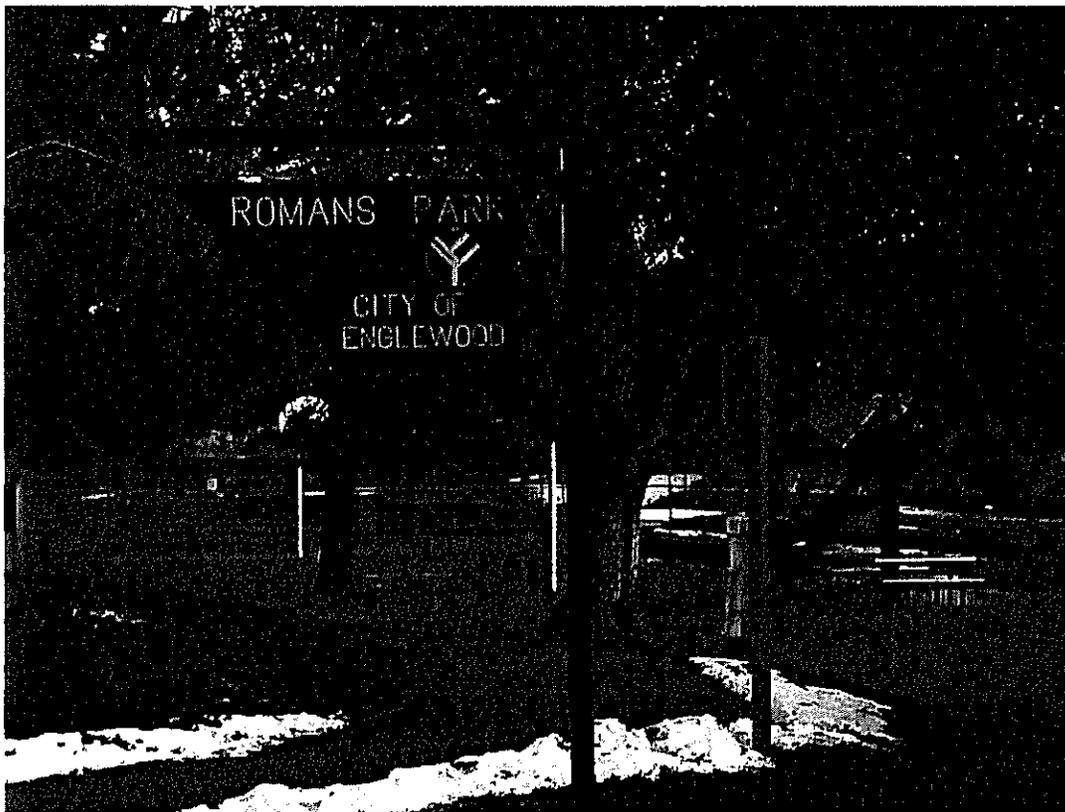
Current Park Signage at Baker Park



Current Park Signage at Emerson Park



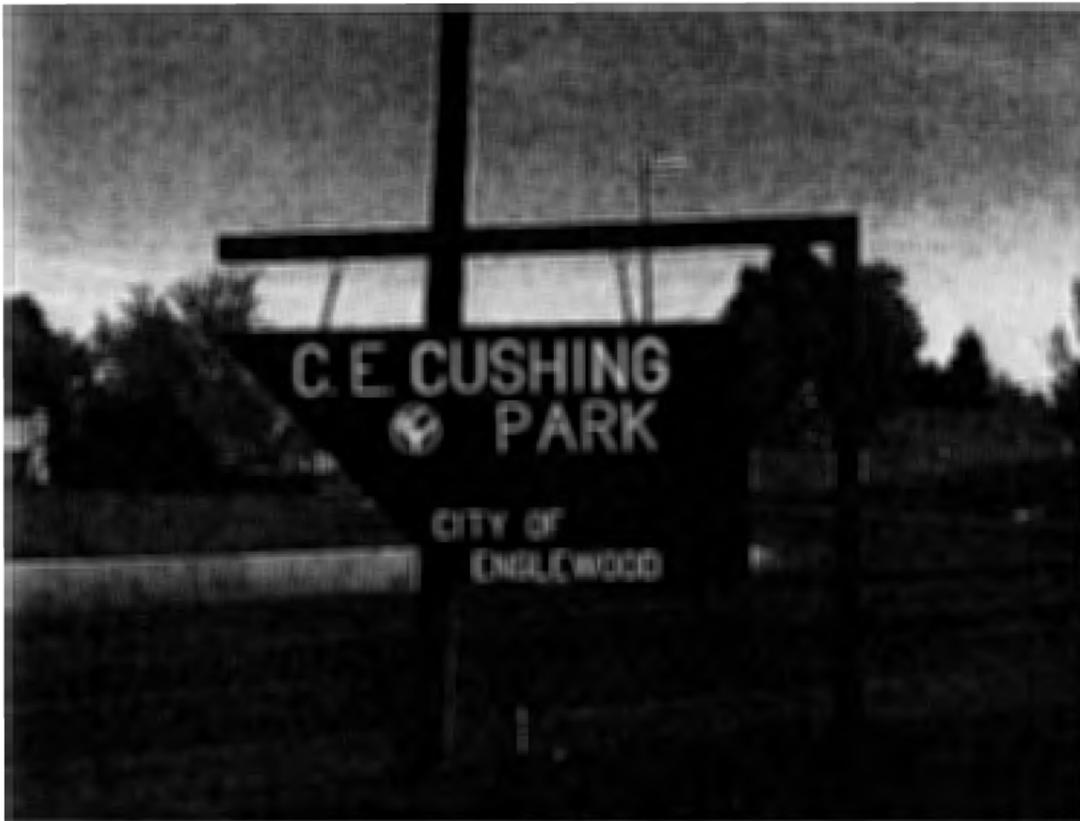
Current Park Signage at Bates-Logan Park



Current Park Signage at Romans Park



Current Park Signage at Romans Park



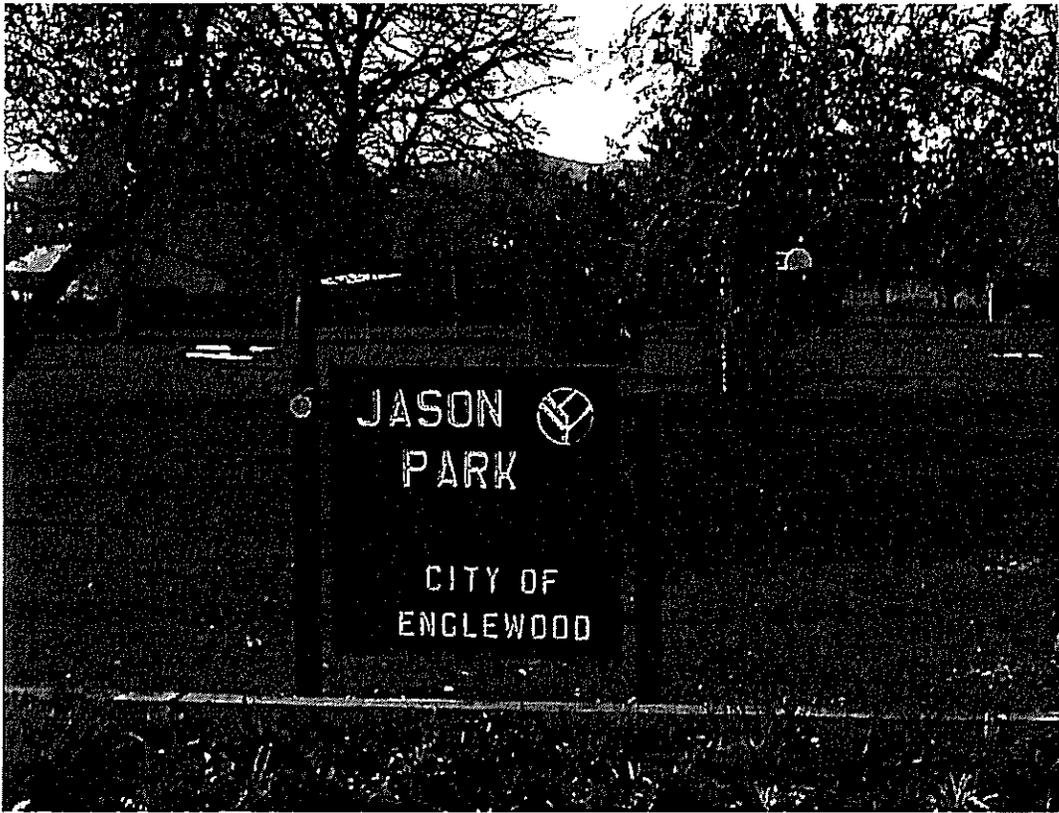
Current Park Signage at Cushing Park



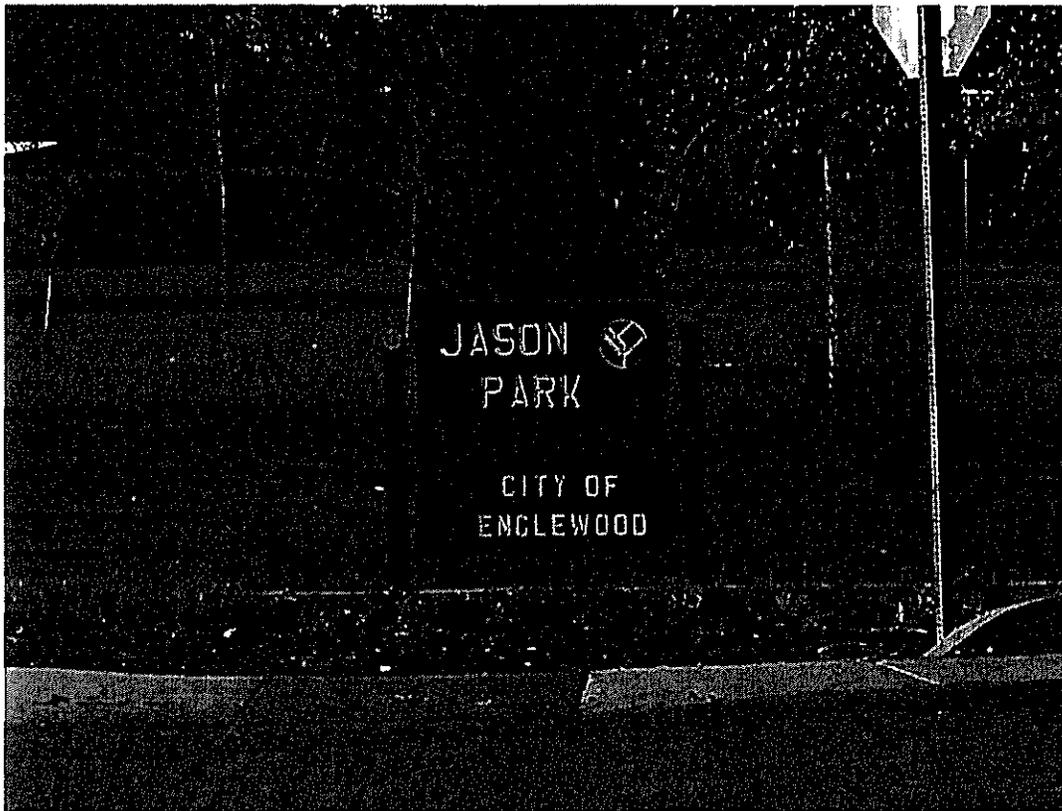
Current Park Signage at Cushing Park



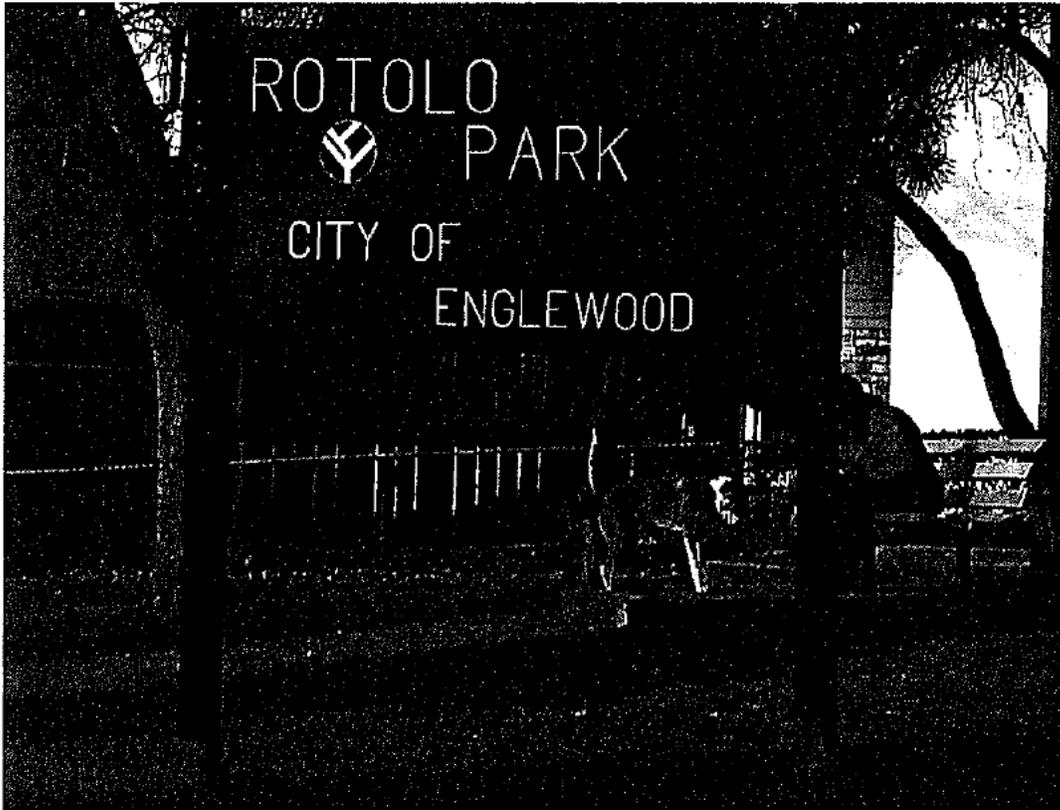
Current Park Signage at Miller Field



Current Park Signage at Jason Park



Current Park Signage at Jason Park



Current Park Signage at Rotolo Park



Current Park Signage at Centennial Park



Current Park Signage at Centennial Park



Current Park Signage at Centennial Park

sign is non-illuminated, aluminum construction on a cast concrete base

paint system shall be Matthews acrylic polyurethane graffiti resistant paint

color 1: Englewood standard Federal Green (PMS 3425) verify color 2: Matthews "Brushed Aluminum" metallic color 3: Matthews "Warm White"

arch is two pieces; roll-formed aluminum skin over internal aluminum structure, as required; weld two pieces together; welds shall not show; paint finish two colors, as shown

struts supporting arch shall be 2 1/2"sq 1" beam profile; paint finish color 2; struts shall slip-fit into arch & into sign cabinet

sign cabinet shall be brake-formed with returns on three sides, as shown; paint finish color 1; fasten to internal aluminum structure with counter sunk flat head, vandal-resistant fasteners, equally spaced, as required

sign face shall be brake-formed with stepped detail on two edges left & right; returns on three sides, as shown; paint finish color 3; fasten to internal aluminum structure with counter sunk flat head, vandal-resistant fasteners, equally spaced, as required

letters shall be 1/4" thick aluminum plate; paint finish color 1;

fasten to sign face with blind, vandal-resistant, mechanical fasteners, as required; typeface: Optima Regular

logo medallion shall be roll-formed aluminum skin over internal aluminum structure, as required, to form cylinder that intersects sign cabinet; paint finish color 2; logo plate shall be 1/2" thick aluminum plate; paint finish color 3; logo components shall be 1/4" thick aluminum plate; paint finish color 1; entire logo medallion assembly shall be fastened with blind, vandal-resistant, mechanical fasteners, as required

escutcheon where sign mounts base shall be brake-formed with returns on three sides, as shown; paint finish color 1; fasten to internal aluminum structure with counter sunk flat head,

vandal-resistant fasteners, equally spaced, as required

base shall be cast concrete with chamfered edge & "visual" finish; "ENGLEWOOD" letters shall be 1/4" recessed into cast concrete; all surfaces of concrete, including recessed letters, shall be visual quality with clean edges & corners; provide 6" w concrete mow strip on four sides of base flush with finished grade

provide detailed shop drawing for review prior to fabrication

landscaping, structural engineering & footing is by others



TACITO DESIGN INC

1743 WAZEE STREET
SUITE 305
DENVER, COLORADO 80202

303.858.9197
info@tacitodesign.com
www.tacitodesign.com

GRAPHIC DESIGN
WAYFINDING
WEB SITE DESIGN
SIGNAGE SYSTEMS
PACKAGING

City of Englewood
Department of Parks
& Recreation

Park
Identification
Sign

1/2"=1'-0"

Preliminary Design 11.05.12
Design Development 11.15.12
Final Design 12.20.12
Add Arapahoe info 11.24.14
Revised 12.01.14

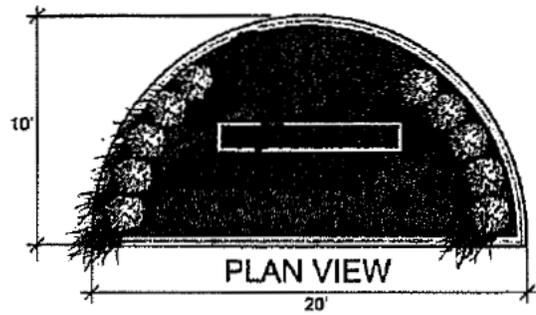
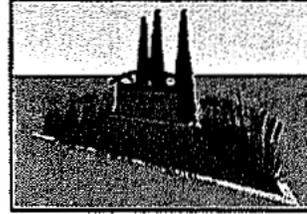
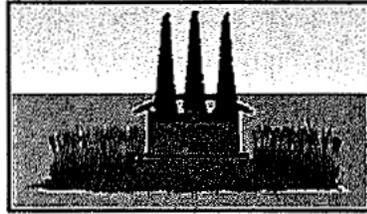
Sheet number

1.0 Alt5a



Proposed ACOS approved signage design

Proposed Landscape Design

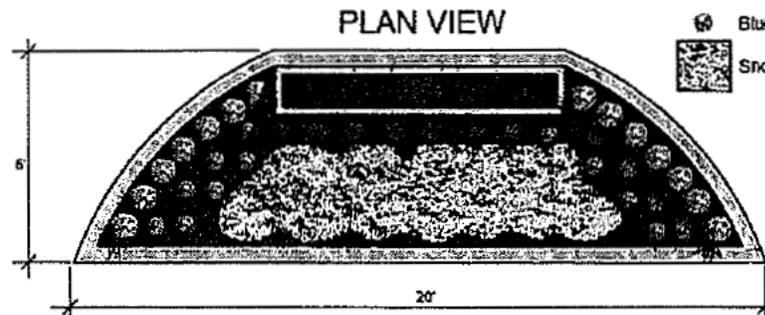
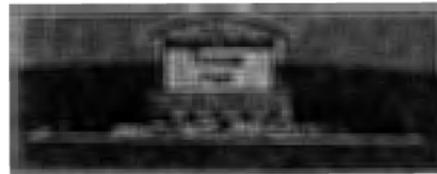


-  Skyrocket Juniper
-  Feather Reed Grass
-  Dianthus

CITY OF ENGLEWOOD
LARGE PARK SIGN -IRRIGATED



Proposed Landscape Design

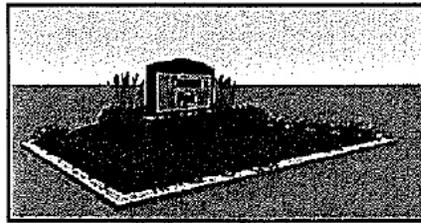
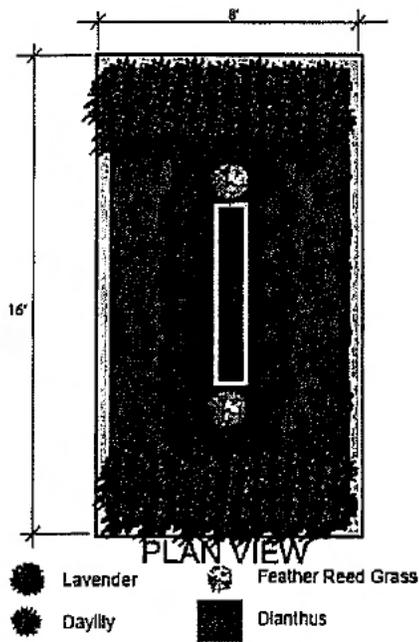


-  Mexican Feather Grass
-  Blue Fescue
-  Snow in Summer

CITY OF ENGLEWOOD
LARGE PARK SIGN -NON-IRRIGATED



Proposed Landscape Design

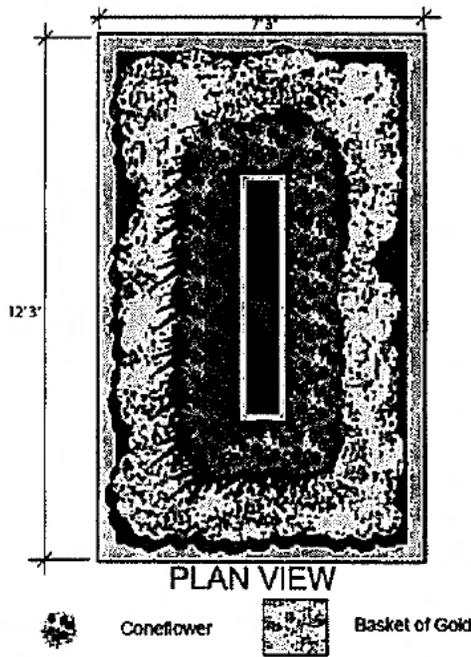


CITY OF ENGLEWOOD
SMALL PARK SIGN -IRRIGATED



City of Englewood

Proposed Landscape Design

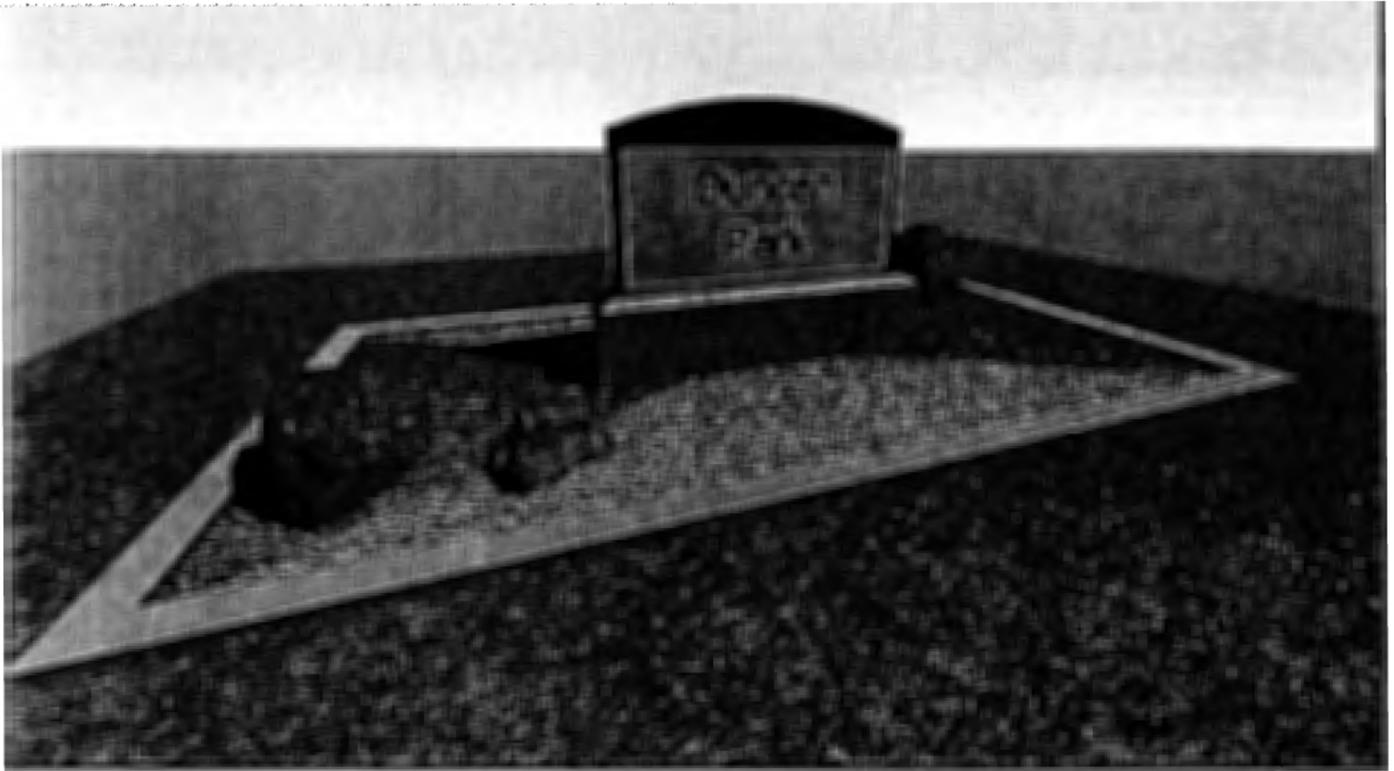


CITY OF ENGLEWOOD
SMALL PARK SIGN -NON-IRRIGATED

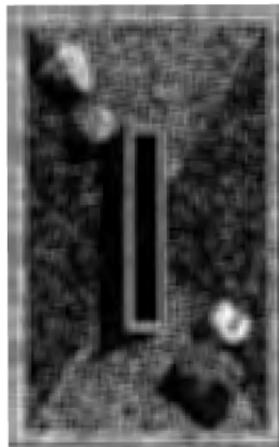


City of Englewood

Proposed Landscape Design



CITY OF ENGLEWOOD
SIGN- NO PLANT MATERIAL





City of Englewood, Colorado

2015 Arapahoe County
Open Space, Parks, and Trails
Grant Application

Englewood Parks
Signage Modernization

Belleview Park

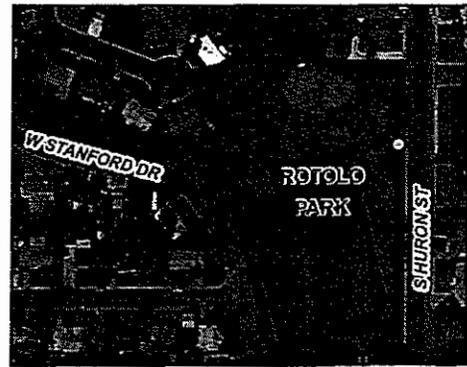
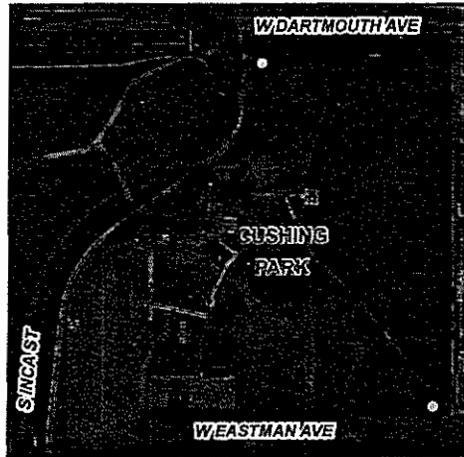
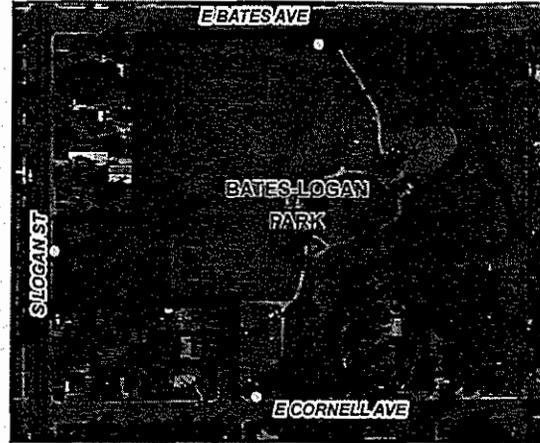
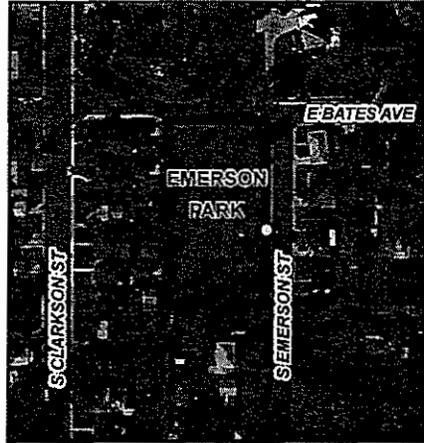
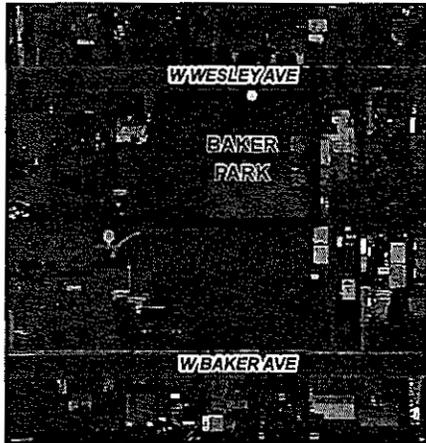
Site Plan Map

LEGEND

- Sign Locations
- ▭ Park Boundary Lines

January 2015





City of Englewood, Colorado
**2015 Arapahoe County
 Open Space, Parks, and Trails
 Grant Application**

**Englewood Parks
 Signage Modernization**

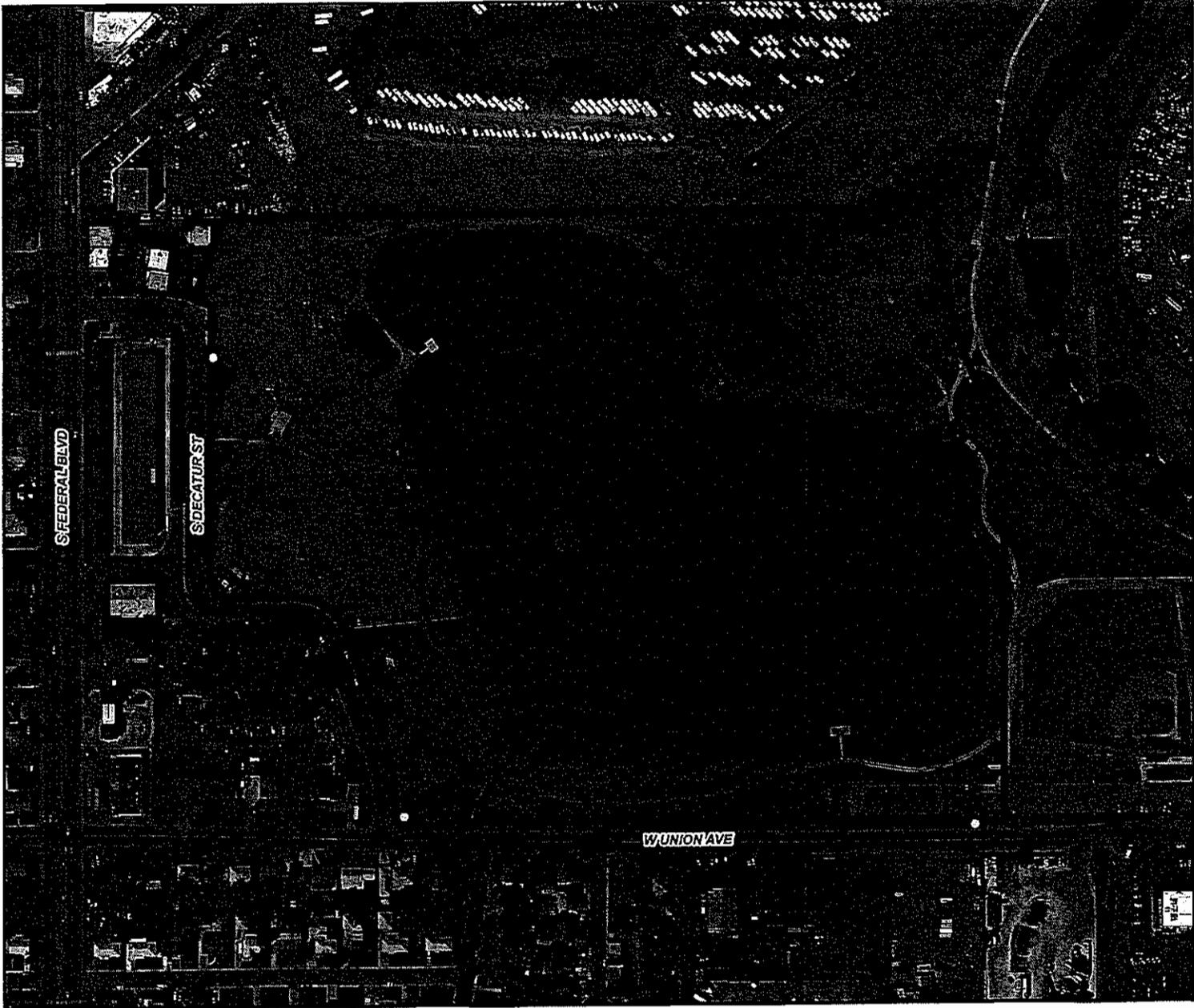
**Miller Field,
 and Baker, Emerson,
 Bates-Logan, Romans,
 Jason, and Cushing Parks**

Site Plan Map

LEGEND	
○	Sign Locations
▭	Park Boundary Lines

January 2015





City of Englewood, Colorado
2015 Arapahoe County
Open Space, Parks, and Trails
Grant Application

Englewood Parks
Signage Modernization

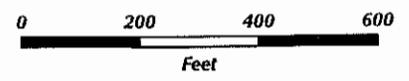
Centennial Park

Site Plan Map

LEGEND

- Sign Locations
- ▣ Park Boundary Lines

January 2015



Included/Submitted in Part G. Attachment 3-

Evidence of Property Ownership

Page 26

Also included on CD

COUNCIL COMMUNICATION

DATE: October 18, 1999	AGENDA ITEM 11 c ii	SUBJECT: Entry Port Monumentation, District Signage, and Parks Signage
INITIATED BY: Department of Neighborhood and Business Development		STAFF SOURCE: Art Scibelli, Business Development Coordinator

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION:

Quality of life, South Broadway Action Plan action item. No previous Council action.

RECOMMENDED ACTION:

Staff recommends that Council award the design contract to Tacito Design.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED:

Staff interviewed two design consultants for the Entry Port Monumentation, district Signage and Parks Signage contract. Tacito Design has extensive experience designing and constructing public facility signs. Tacito's graphics and designs were more innovative and exciting than those of the competing firm.

This consulting contract is about enhancing Englewood's community image and identity within the metro area - letting people know when they have arrived in Englewood. It ties together the commercial corridors, CityCenter, and parks; one community, one identity. It takes into account the design elements that are already well underway, i.e. CityCenter logo, federal green color (similar to Englewood's new forest green color), banners on South Broadway, ornamental ironwork, colored concrete banding, and median design. It is a design effort that is intended to coordinate common community design elements.

The entry port design proposal includes identity monuments at four key locations; North and South Broadway and East and West Hampden entry ports. Funding has been requested in the FY 2001 and FY 2002 capital budgets to construct these entry ports. District signage will be designed for the four distinct districts along South Broadway. Signage for parks and recreational facilities will be designed concurrently to provide for a unified community design theme throughout Englewood.

REQUEST FOR PROPOSAL

CITY ENTRYWAY MONUMENTATION

Purpose

The City of Englewood is interested in strengthening community image and heightening awareness of Englewood. The selected consultant will assist the City of Englewood in the preparation of design development level Entry Monumentation Concepts (plan, elevation, and details), as well as with public meetings. The Entry Monumentation concepts will be developed in coordination with City staff and citizens and will address topics including potential location, vehicular and pedestrian circulation, the desired image for Englewood, cost, materials, and methods of construction.

Approach

The selected consultant will attend a series of Work Sessions that include City staff, Design Advisory Committee, and residents, as appropriate. The selected consultant will work with the City to generate alternatives for each of four potential locations for evaluation. The alternatives should include visual presentations. The consultant should seek agreement from the City as to which alternative best reflects the tone, style, and image of the corridor and the City. The monuments will be located at the Englewood/Denver border, the Englewood/Littleton border on Broadway, the Sheridan/Englewood border, and the Denver/Englewood border on Hampden Avenue. It is important that each entry reflect a unique nature reflective of the location and neighborhood, and still project a consistency of style through common design elements and/or materials. All entry ports should be representative of an Englewood image. The Englewood image will be developed through discussion with the public, staff, and through review of background materials provided by the City.

The consultant should assist the City in seeking community support by leading meetings as appropriate, and by sharing ideas and listening carefully to community issues. The consultant should be an experienced environmental graphic designer with five or more demonstrable years of experience with civic projects of this scale. Designer must be able to design, document, and manage a large scale project.

Advisory Committee

The selected consultant will work with the Design Advisory Committee for the project consisting of policy-makers, representative South Broadway and Hampden Avenue merchants, residents, and City staff. This Design Advisory Committee would act as a sounding board and advocacy group to guide the work and to communicate with others in their constituencies.

Suggested Scope of Work

A. Entry Port Design: 4 Key Locations (submit separate proposed budget for this activity)

1. Background Review

- Review existing information, photos, base maps, background materials prepared and gathered by the City;
- Review City of Englewood history to assist in creating a design image;
- Review information for potential locations for monumentation along the South Broadway and Hampden corridors, characteristics, limitations, and opportunities at the following four specific locations:
 - a) Automotive dealerships. Designer should examine city maps to determine exact city boundary location.
 - b) The Hampden Avenue Sheridan/Englewood border (across from City-Center Englewood).
 - c) The northern South Broadway border of Denver and Englewood at Yale Avenue.
 - d) Hampden Avenue Cherry Hills Village/Englewood border.

2. Public Input

- The designer shall conduct a total of six meetings with the entry port/banner design team. This committee shall have community and corridor representation.
- Designer shall discuss issues on potential monumentation locations, principles and objectives for monumentation design, and City image with committee members.
- Designer shall create a report documenting principles and objectives for the monumentation. This report should take the form of a design intent statement, which shall represent an objective list of criteria to which all parties can agree before design begins. The design intent statement should be a vehicle that allows the design team to build consensus amongst interested parties.

3. Analysis

- Prepare draft concept for monumentation locations identified in Item 1 above.
 - a) Southern south Broadway Englewood/Littleton Border;

B. District Signage Design (submit separate proposed budget for this activity):

1. Conduct field review of four districts on South Broadway:
 - a) North Gateway
 - b) Downtown
 - c) Cherryln
 - d) South Gateway
2. Prepare two design concepts for signs in each of the four districts.
3. Present ideas for siting of the signs in each district, i.e., at beginning and end of each district, etc.

C. Parks and Recreation Department Signage (submit separate proposed budget for this activity):

1. Present two design alternatives for common use in 12 of the City's parks. Said design alternatives shall be by the Parks and Recreation Board and subject to refinement after review. Parks are as follows:
 - a) Baker
 - b) Bates/Logan
 - c) Belleview
 - d) Centennial
 - e) Cushing
 - f) Duncan
 - g) Emerson
 - h) Hosana Athletic Complex
 - i) Jason
 - j) Miller Field
 - k) Romans
 - l) Rotolo

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December 16, 1999

Design Intent Statement/ 2nd Draft

The purpose of this Design Intent Statement is to establish goals and objectives for the City of Englewood Signage projects in a manner which will help to build consensus among interested parties. The Design Intent Statement will be used throughout the design process to verify that the design concepts and final solution successfully meet the needs of the project.

These statements are not presented in any particular order.

1. South Broadway shall be the unifying essence of this project's signage efforts.
2. Complement existing and/or planned Englewood Streetscape Program.
3. Strengthen community image, unifying all areas under one civic identity.
4. Entry Port Monuments shall set the design theme. District signage and parks & recreation signage shall follow suit with a "family resemblance" to the Entry Port Monuments.
5. Entry Port Monuments shall emphasize city gateways with large, vehicular-scale element(s) that respect the history of the City and acknowledge pedestrians. These four monuments will be similar to one another, yet allow for the differences in each location.
6. District Signage shall identify unique areas within the City of Englewood, calling attention to each area's amenities, past and/or present. These signs will be similar to one another, yet allow for the differences in each district.
7. Parks and Recreation Signage shall identify and celebrate the presence of City parks and open space, increasing the awareness of vehicular and pedestrian audiences.



**CITY OF ENGLEWOOD
PARKS AND RECREATION COMMISSION**

**May 9, 2002
Englewood Recreation Center, Adult Activity Room
1155 W. Oxford Avenue
5:30pm**

A G E N D A

- I. Call to Order
- II. Approval of Minutes for April 11, 2002
- III. Scheduled Visitors (presentation limited to 10 minutes)
- IV. Unscheduled Visitors (presentation limited to 5 minutes)
- V. Park Signage – Lee and Bob Gnaegy, Tacito Design
- VI. Recreation Project Bond Update – Black
- VII. Golf Medal Award - Black
- VIII. Golf Course City Administration Fee - Black
- IX. Water Issues - Black
- X. Off-Leash Park Pilot Program Update – Lee
- XI. Centennial Park Update - Black
- XII. Cultural Arts Commission Update - Moore
- XIII. City Center Update – Garrett
- XIV. Director's Choice
Capital Projects
- XV. Commission Member's Choice
- XVI. Adjournment

Attachments

- a. Minutes of April 11, 2002
- b. 2002 Englewood Holiday Parade Memorandum
- c. MOA Design and Build Information
- d. April 28, 2002 *Denver Post* Article regarding Golf Courses
- e. National Senior Health & Fitness Day Flyer
- f. Memorandum from Ben Greene regarding Fires on City Property

Please notify Debby Severa at 303-762-2684 by Tuesday, May 7, 2002
if you are unable to attend.

V. PARK SIGNAGE – LEE AND BOB GNAEGY, TACITO DESIGN

The meeting was turned over to Dave Lee, Open Space Manager, who introduced Bob Gnaegy of Tacito Design. Gnaegy began discussion on park signage for the City by showing Commission members the four designs under consideration. Gnaegy explained that he had been working with Dave Lee, Austin Gomes, and others from Community Development to create a family of signs for Englewood parks. Gnaegy said that the purpose of the signage is to unify and create attention for the park system. Gnaegy explained that the signs would be double-faced and placed in conspicuous locations in each park. Gnaegy added that there was a range of detail options that could change according to budget. Commission members discussed size, maintenance concerns, etc. Chairperson Gomes asked Gnaegy what the cost would be for the signs. Gnaegy responded that the estimate was \$9,000 - \$14,000 apiece if purchased six at a time, including installation. Chairperson Gomes asked Lee to tally Commission members' votes for one of the four designs. Design #2 was chosen. Gnaegy told Commission members that a revised design would be presented to Commission again in the future.

VI. RECREATION BOND PROJECT UPDATE – BLACK

Gary Hultberg, Recreation Manager, announced that the Rec Center and Malley Center parts of the Bond Project were on schedule and on budget. Hultberg said that requests for qualifications had just gone out for the aquatics center, and that construction should begin by February or March of next year. Hultberg added that the aquatics project was expected to be completed by Spring of 2004.

VII. GOLD MEDAL AWARD – BLACK

Black returned discussion to the Gold Medal Award briefly discussed at the beginning of the meeting. Black said that just to be selected as a finalist for the award was very important, and says a lot about Englewood leadership and staff. Black added that this was the Department's second time as a finalist, the last time being in 1970. Chairperson Gomes asked when the award would be presented. Black replied that the announcement would be made at the National Parks and Recreation Association convention in October.

VIII. GOLF COURSE CITY ADMINISTRATION FEE - BLACK

Black announced that the Director of Finance Administration had discussed with him asking the Golf Course to pay an administrative fee to the City of \$130,000 per year. The Director of Finance Administration suggested raising fees \$2 per round to cover the fee. Black and Commission members discussed the importance of keeping the fees low, citing a Denver Post article included in members' packets regarding the current glut of golf courses. Commission member Waldman asked what the administrative fee was for. Black replied that it is to cover services that other departments (Human Resources, City Attorney, etc.) do for the Golf Course. Discussion ensued. Council Member Garrett added that City Council is looking at all enhancements and cutbacks to balance the City's revenue shortfall. Jerrell Black mentioned the possibility of getting the funds from the Golf Course's reserve fund of \$600,000, but added that there were numerous other Golf Course projects that have been projected for those funds. The Commission was not in support of raising golf fees or using funds from the Golf Fund balance. Council Member Garrett said he would convey the Board's concerns to City Council.

City of Englewood
PARKS AND RECREATION COMMISSION
Minutes of October 11, 2012

I. Call to Order

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

Present: Austin Gomes, Chairperson
Mitch Waldman, Vice Chairperson
Mark Husbands, Commission Member
Duane Tucker, Englewood Schools Liaison
Donna Schnitzer, Cultural Arts Commission Liaison
Jerrell Black, Ex-Officio

Absent: Douglas Garrett, Commission Member
Karen Miller, Commission Member
Bob McCaslin, City Council Liaison

Also Present: Dave Lee, Manager of Open Space
Joe Sack, Recreation Manager
Bob Spada, Golf Manager
Joyce Musgrove, Recreation Program and Facility Supervisor

II. Approval of Minutes

Chairperson Gomes asked if there were any changes or corrections to the minutes of September 13, 2012. Director Black noted that the location of the meeting was incorrect and should read the Englewood Recreation Center. The minutes were approved as amended.

III. Scheduled Public Comment

There were no scheduled guests.

IV. Unscheduled Public Comment

There were no unscheduled guests.

V. Park Signage

Dave Lee, Manager of Open Space, told the Board that in 2002, new park signage information was brought to the Board for its review and approval. Lee distributed to the board members four examples of park signage that was shown to the Board in 2002. Lee noted that the Board chose option #2. Lee went on to explain that he wanted to bring forth discussion on the signage again because of wanting new signage at Duncan Park when it is developed.

Englewood Schools Liaison Duane Tucker asked if there were any other reasons besides aesthetics that Design #2 was chosen. Lee replied no, explaining that the current signage is very outdated, dating back to the 1970's. Lee stated that in

2002, the City had decided to move forward with new signage for the four entry points into Englewood but then the economy changed and it was put on the back burner. Black explained that Community Development had contracted with Tacito Design to look at signage for the entry points into Englewood so the Department decided to partner with Community Development and have Tacito Design come up with some designs for park signage. Black reported that the Department spent approximately \$15,000 for the conceptual designs. Discussion followed.

Gomes asked where the new signage would be placed. Lee stated that the new signs would go where the existing park signs are with additional smaller scale signs going in at the secondary entries. Board members were told that the price listed on the information they received is 2002 dollars. Lee told the Board that the purchase of the new signage would be spread out, and not done all at once. Black explained to the Board that they wanted to have the Board look at the signage now so when they start developing Duncan Park, things will be in place. Discussion followed. The question was asked in regard to damage and vandalism to the signs. Black stated that the Department wants to make sure that part replacement is key and anything that is damaged or vandalized can be fixed or replaced.

Discussion followed in regard to board members choice for signage. Design #2 was the Board's preference.

A motion was made by Vice Chairperson Waldman and seconded by Commission Member Husband recommending that design option 2 be pursued for park signage for the City of Englewood parks.

**Ayes: Gomes, Waldman, Husband, Schnitzer, Tucker
Nays: None
Motion passed.**

VI. 2013 Budget

Discussion turned to an update on the 2013 budget. Black stated that the 2013 budget will be going to second reading at Monday night's City Council meeting. Board members were told that Council had requested a two percent reduction in 2012 budgets with another two percent reduction going into 2013. Black explained that for Parks and Recreation, the reduction meant the elimination of a full-time Program Administrator position. Black reported that City Council is now requesting another one percent reduction going into 2013. Board members were told that the additional one percent reduction will mean the elimination of the Youth Program Administrator in addition to all youth programs, impacting approximately 7,000 participants. Black reported that at Monday night's City Council work session, Council decided to accept the budget as is without the additional one percent reduction and look at it again in February after holiday sales. Black noted that Council will vote Monday night as part of the second reading. Black told the Board that he needs to iterate that the budget cuts are way beyond a little here and a little there, that it is now into personnel and program cuts.

VII. Recreation Update

Recreation Manager Joe Sack gave an update on Department events. In regard to the Freedom Service Dog's Festival of the Bastardino that was held on Saturday, September 8th in Belleview Park and Pirates Cove, Sack reported that they have recently met with staff from Freedom Service Dogs for a debriefing. Sack passed

City of Englewood
PARKS AND RECREATION COMMISSION
Minutes of November 15, 2012

I. Call to Order

The regular monthly meeting of the Englewood Parks and Recreation Commission was called to order at 5:30 p.m. by Chairperson Gomes at the Broken Tee Englewood Golf Course Maintenance Facility at 4000 S. Clay Street.

Present: Austin Gomes, Chairperson
Mitch Waldman, Vice Chairperson
Douglas Garrett, Commission Member
Karen Miller, Commission Member
Bob McCaslin, City Council Liaison
Duane Tucker, Englewood Schools Liaison
Jerrell Black, Ex-Officio

Absent: Mark Husbands, Commission Member
Schnitzer, Cultural Arts Commission Liaison

Also Present: Dave Lee, Manager of Open Space
Joe Sack, Recreation Manager
Bob Spada, Golf Manager
Wayne Niles, Golf Course Superintendent

II. Approval of Minutes

Chairperson Gomes asked if there were any changes or corrections to the minutes of October 11, 2012. There were none. The minutes were approved as presented.

III. Scheduled Public Comment

There were no scheduled guests.

IV. Unscheduled Public Comment

There were no unscheduled guests.

V. Arapahoe County Open Space Grants

Recreation Manager Joe Sack told the Board that the Department has received the unfortunate news from GOCO that it was not successful with its grant application for the development of Duncan Park. Sack reported that it was very competitive with forty seven grant applications requesting approximately \$11.7 million and only nine grants awarded in the amount of \$2.2 million. Sack stated that the Department will be contacting GOCO to get feedback on its application and will also be moving forward with its grant application with Arapahoe County Open Space. Discussion followed.

A motion was made by Commission Member Douglas Garrett and seconded by Commission Member Karen Miller in support of the

Department of Parks and Recreation grant application submittal with Arapahoe County Open Space for the development of Duncan Park.

Ayes: Gomes, Waldman, Garrett, Miller, McCaslin, Tucker
Nayes: None

The motion passed.

VI. Parks Signage

In regard to last month's discussion on park signage, Open Space Manager Dave Lee reported that he now has five renditions of the sign (Option 2) that the Board had selected. Pictures of the five renditions were distributed to board members for their favorite. Lee explained that the signs are aluminum powder coated with epoxy paint and the letters are epoxied or glued on. Lee also noted that the logos are solid all the way through and the signs are all easily maintained. Vice Chairperson asked if the signs are one or two sided. Lee answered both. Englewood Schools Liaison Duane Tucker asked in regard to prices for the five renditions. Lee replied that they are all the same price. Tucker asked if any of them fit in with existing signage. Lee replied that Option 1 fits in with signage at the Civic Center. Following discussion, board members agreed that their preference is Option 1b with the flattened roof design from option 1a.

VII. Golf Course Restaurant

Bob Spada, Golf Manager, informed the Board that the restaurant contract with Jim Dadiotis, The Grill at Broken Tee, LLC will end on December 31, 2012 after eight years. Board members were told that the City went out to bid and only one bid was received. Spada noted that the one bid is from a vendor that comes with a lot of experience. Spada stated that they will be going to City Council on December 3rd for formal approval of the contract and the new vendor will begin on January 1, 2013. The Board was told that the restaurant will be shut down for the first week to do some maintenance work. Discussion followed in regard to the new owner, Craig Caldwell, and his experience. Waldman asked in regard to Dadiotis. Spada replied that he did not bid.

VIII. Centennial Park Cyclo-Cross Race

In regard to last month's discussion on the request to hold a cyclo-cross event at Centennial Park on Thanksgiving Day, Lee reported that the group has decided to hold the race somewhere else. Lee stated that the group has said that they would still like to hold a race at Centennial Park sometime next year.

IX. Cultural Arts Commission Update

Black reported that the Cultural Arts Commission is currently considering several projects that it can do.

X. Director's Choice

Black told board members that generally in December a board meeting is not held and if the board agrees, the December meeting will be cancelled. However, Black explained that if any member wants a meeting or has an issued that they feel

City of Englewood
PARKS AND RECREATION COMMISSION

Minutes of January 10, 2013

I. Call to Order

The regular monthly meeting of the Englewood Parks and Recreation Commission was called to order at 5:30 p.m. by Vice Chairperson Waldman at the Englewood City Center, City Council Conference Room, 1000 Englewood Parkway.

Present: Mitch Waldman, Vice Chairperson
Douglas Garrett, Commission Member
Mark Husbands, Commission Member
Karen Miller, Commission Member
Bob McCaslin, City Council Liaison (arrived at 5:40pm)
Duane Tucker, Englewood Schools Liaison
Donna Schnitzer, Cultural Arts Commission Liaison
Jerrell Black, Ex-Officio

Absent: Austin Gomes, Chairperson

Also Present: Dave Lee, Manager of Open Space
Joe Sack, Recreation Manager
Bob Spada, Golf Manager
Jeff Jones, Recreation Program/Facility Supervisor

II. Approval of Minutes

Vice Chairperson Waldman asked if there were any changes or corrections to the minutes of November 8, 2012. There were none. The minutes were approved as presented.

Vice Chairperson Waldman asked if there were any changes or corrections to the minutes of December 13, 2012. There were none. The minutes were approved as presented.

III. Scheduled Public Comment

There were no scheduled guests.

IV. Unscheduled Public Comment

There were no unscheduled guests.

V. Park Signage

Recreation Manager Dave Lee informed board members that in their packet are examples of park signage with the changes that they had recommended at last month's meeting. Lee told the Board that the first sign in the packet is the Park Identification Sign that will be placed at the main entrance into the park. The second sign is the Small Park Identification Sign that will be placed at secondary entrances to the park. Lee reported that the other signs in the packet are examples of the Rules and Regulations sign and a park reservation information sign. Lee pointed out the Rules and Regulations sign will now include a QR Code

that will link the customer to the City's website. Commission Member Mark Husbands asked if park reservations can be made online. Lee stated that at this time they cannot. Recreation Manager Joe Sack reported that plans are to have online facility reservations in place later in the year. In regard to the park signage, commission members stated that they thought the new signage looked great.

VI. Duncan Park Grant Update

Before discussion went to an update on the Duncan Park grant applications, Sack introduced Jeff Jones, the new Recreation Program & Facility Supervisor for the Englewood Recreation Center and stated that Jeff has been the Adult Sport Recreation Program Administrator for the City of Englewood for the last twenty years. Sack told the Board that the Department is very excited to have Jeff step up into the new position. Jeff told the Board about himself and his new responsibilities.

Discussion turned to an update on grant applications for Duncan Park. Lee informed the Board that as they are aware, the Department was unsuccessful with its GOCO grant application in August of last year. Lee reported that he and Sack have been working diligently on an Arapahoe County Open Space grant application that will be due the beginning of February and another grant application for GOCO that is due in early March. Lee explained that they will be requesting \$250,000 from Arapahoe County and \$350,000 from GOCO. Waldman asked what the Department will do if it is unsuccessful with the grants. Lee replied that they will phase the project.

VII. Intergovernmental Agreement/Facility Usage, Englewood Schools

Black informed the Board that the Department of Parks and Recreation and Englewood Schools are considering partnering together for an Arapahoe County Open Space grant for a synthetic turf field at Englewood High School. Black explained that a stipulation to all grant applications is that before the grant application can be submitted, all Intergovernmental Agreements need to be in place and finalized so a meeting has been scheduled with Brian Ewert, Englewood Schools Superintendent, to discuss the agreement. Black said that they hope to have the agreement completed in six months. Commission Member Miller asked where the field will be. Black explained that it is the practice field behind the stadium. Black then stated that they will be losing one of the fields at Hosanna which will result in lost revenue for the City. The Board was told that the School District has been very accommodating, agreeing that if a field is lost, the City can use the new synthetic turf field to compensate for lost revenue. Black discussed the current Intergovernmental Agreement that is in place between the City and School District and plans to revisit it and condense all City/School IGA agreements for inside and outside facility usage into one agreement. Black stated again that it is their hope to have the agreement in place by mid-year so can they can submit a grant application for 2014 funding.

Waldman asked if the Department applies for an Arapahoe County grant for Duncan Park and then the Arapahoe County grant with the School District, will Arapahoe County award both grants. Black stated that he has seen agencies receive two grants though it is more unusual than common. Black said that GOCO will not award more than one grant to an entity per grant cycle while Arapahoe County will award up to two grants to an entity per cycle.

Part G Attachments - 10. Other- Tacito Design- Total Design Fee Contract Amount

Tacito Design, Inc.
5690 DTC Boulevard
Suite 220 East Tower
Englewood, Colorado 80111
303 850 9197
FAX 303.850 9315



Invoice #02095

July 18, 2002

Dave Lee
Parks & Recreation
City of Englewood
1155 West Oxford Avenue
Englewood, Colorado 80110

Re: Parks & Recreation Signage

PO #020187

Total design fee contract amount, Parks & Recreation Signage		\$15,500.00
Fee deposit, 25% of total design fee contract amount, PAID		<3,875.00>
Work to date, to 80% completion	\$8,525.00	<8,525.00>
Color laserprints for client coordination	120.00	
Large format color output & mounting for Parks Commission presentation	112.37	
Total due, this invoice	\$8,757.37	
Design fee balance (50%)		\$3,100.00

Payment due August 2, 2002.
Thank you.

Federal Taxpayer
Identification Number: 841 069 281



7353 S. Alton Way, Suite 125
 Centennial, Colorado 80112
 phone 303.804.0080
 fax 303.804.0070
 www.pkmdg.com

Invoice

Date	Invoice #
12/30/2014	1903

Bill To

Dave Lee
 City of Englewood
 Englewood Rec Center
 1155 W. Oxford Ave.
 Englewood, Colorado 80110

Project

Park Sign Graphics

Period

Nov/Dec 2014

Item	Description	Qty	Rate	Amount
Field Review	P.Miers - field review with Dave Lee	1	130.00	130.00
Graphics	P.Hendrix - sign graphics for Arapahoe County Grant	26.5	36.80	975.20

Make payments to PKM Design Group, Inc.
 7353 S. Alton Way, Suite 125, Centennial, CO 80112.
 Please direct all billing questions to Patricia Miers at
 303.804.0080 or at pkm@pkmdg.com.

Total	\$1,105.20
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BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 25
INTRODUCED BY COUNCIL
MEMBER WILSON

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
ACCEPTING A 2015 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: RIVERRUN TRAILHEAD PHASE I, BETWEEN THE CITY OF
ENGLEWOOD, COLORADO AND THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF ARAPAHOE, STATE OF COLORADO.

WHEREAS, the Englewood City Council authorized the application and acceptance of the Riverside Park planning grant in 2011, and in 2014 City Council authorized an Intergovernmental agreement with Urban Drainage and Flood Control District to complete the design of the site; and

WHEREAS, Urban Drainage Flood Control District (UDFCD) is managing the river corridor project in partnership with the City of Englewood, City of Sheridan, South Suburban Parks and Recreation District, Colorado Water Conservation Board and Arapahoe County Open Space as part of the South Platte Working Group; and

WHEREAS, the South Platte Working Group members agreed that the river downstream of Oxford Avenue and is destined to become a focal point for bikers using the Mary Carter Greenway Trail as well as river enthusiasts enjoying kayaking and fishing; and

WHEREAS, these Trailhead amenities will include a large park pavilion, playground, restroom facilities, and ADA access to the South Platte River and regional trails; and

WHEREAS, the RiverRun Trailhead will be completed in multiple phases. Phase I – Site Preparation will include removal of existing improvements, erosion and sediment control, construction surveying, earthwork and stormwater facilities; and

WHEREAS, the Trailhead will be located on property owned the by the City of Englewood next to the Broken Tee Golf Course which is located in the City of Sheridan; and

WHEREAS, the City Council of the City of Englewood authorized an Intergovernmental Agreement accepting the 2010 Riverside Park Planning grant between Arapahoe County and the City of Englewood by the passage of Ordinance No. 38, Series of 2011; and

WHEREAS, the City Council of the City of Englewood authorized and intergovernmental agreement regarding the construction of drainage and flood control improvements for South Platte River at Oxford Avenue between the Urban Drainage and Flood Control District, the Colorado Water Conservation Board and Arapahoe County by adding the City of Englewood,, the City of Sheridan and the South Suburban Parks and Recreation District as participants by the passage of Ordinance No. 50, Series of 2014; and

WHEREAS, the City Council of the City of Englewood supported the City's Arapahoe County Open Space (ACOS) Grant application for RiverRun Trailhead Phase I by passage of Resolution No. 6, Series 2015; and

WHEREAS, the City of Englewood was awarded the 2015 Grant of Arapahoe County Open Space Program Funds Project Name: RiverRun Trailhead Phase I in an amount not to exceed \$300,000; and

WHEREAS, the passage of this Ordinance authorizes the City of Englewood to accept the Arapahoe County Open Space Grant for the construction of the RiverRun Trailhead Phase I; and

WHEREAS, there are no federal funds being used for this grant for RiverRun Trailhead Phase I.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the Arapahoe County Open Space 2015 Grant for RiverRun Trailhead Phase I, attached hereto as Exhibit 1.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the Intergovernmental Agreement accepting a 2015 Grant of Arapahoe County Open Space Program Funds Project Name: RiverRun Trailhead Phase I, on behalf of the City of Englewood, Colorado.

Section 3. No federal funds are being used for this grant for RiverRun Trailhead Phase I.

Introduced, read in full, and passed on first reading on the 15th day of June, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 18th day of June, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 17th day of June, 2015 for thirty (30) days.

Read by title and passed on final reading on the 6th day of July, 2015.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2015, on the 9th day of July, 2015.

Published by title on the City's official website beginning on the 8th day of July, 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

**INTERGOVERNMENTAL AGREEMENT REGARDING
2015 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: RIVERRUN TRAILHEAD PHASE I**

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

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

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

WHEREAS, on May 12, 2015 the County approved the Grantee's Grant Proposal for the River Run Trailhead Phase I Project ("Grant Project"), which is attached hereto and incorporated by reference herein as Exhibit A, subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein; and

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

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

1. Amount of Grant. The County hereby awards Grantee an amount not to exceed **\$300,000** ("Grant Funds") for the Grant Project from the Arapahoe County Open Space Fund.
2. Use of Grant Funds. The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as described in Exhibit A.
3. Disbursement of Grant Funds. Subsequent to execution of this Agreement, the Grant Funds shall be paid via ACH transfer on a reimbursement basis upon receipt of the approved status reports and documentation of expenditures as outlined in Paragraph 10 below and no more often than quarterly. No more than 75% of the grant funds will be reimbursed prior to the Final Report approval. The final 25% of grant funds will be reimbursed following the project inspection and review and approval of the Final Report and project deliverables
3. Time for Use of Grant Funds. The Grantee agrees that the Grant Project must begin within 45 days of the award notification. The Grantee agrees that the Grant Project will be completed and the Grant Funds will be expended by no later than

two years from the date of this fully executed Agreement, unless a longer period of time is otherwise agreed to by the County in writing. The Grantee understands and agrees that if the Grant Project cannot be completed by the end of the agreed upon time period the County may require that the Grant Funds be refunded to the County Open Space Grant Fund, be re-distributed to another agency and/or be used for another viable and timely grant project.

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

provided. Upon completion of the Grant Project, the Grantee also agrees to submit to the County a Final Report that conforms to the format provided by the County: a final spreadsheet comparing the original budget to actual expenses that certifies Grant Funds used in compliance with the Open Space Resolution; and GIS data with location and boundaries of the Grant Project. The Final Report shall also include supporting financial documentation as requested in the County report form and high resolution photographs of the progress and finished results of the Grant Project. The Grantee further agrees to provide the County with digital copies of said photographs, delivered as separate high resolution jpeg images. The Final Report shall be submitted within three (3) months of Grant Project completion unless a longer period of time has been agreed to by the County in writing. The County shall be allowed to use information and images from these reports in publications, public information updates, and on the County's web site.

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

Funds until the violation is remedied or after such other time period as determined by the County.

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

COUNTY: Board of County Commissioners of Arapahoe County
5334 South Prince Street
Littleton, Colorado 80120-1136

and

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

and

Arapahoe County Open Space Grants Program Administrator
6934 S Lima St, Unit A
Centennial, Colorado 80112

and

GRANTEE:

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

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

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

DATED this _____ day of _____, 2015.

ATTEST:

GRANTEE:

By: _____
Name - Randy P. Penn
Title - Mayor

By: _____
Name - Loucrishia A. Ellis
Title - City Clerk

ATTEST:

COUNTY OF ARAPAHOE
STATE OF COLORADO

By: _____
Name
Title

By: _____
Shannon Carter, Director, Intergovernmental
Relations and Open Spaces
Pursuant to Resolution No. 150211

Exhibit A

ORIGINAL

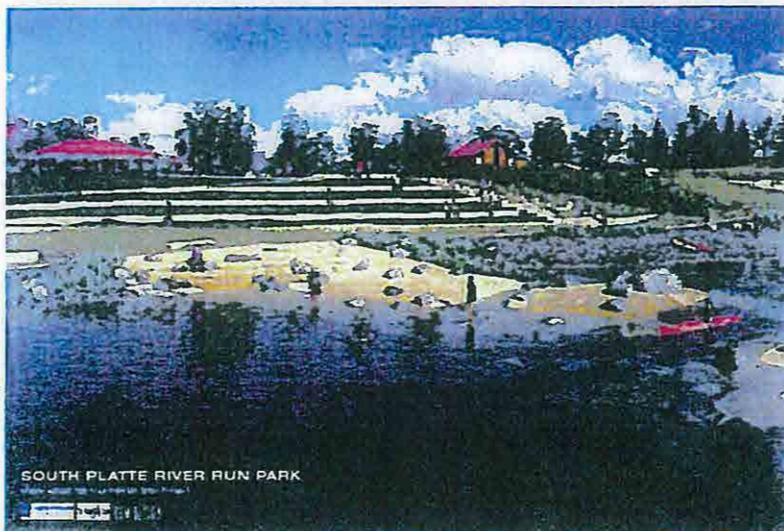


ARAPAHOE COUNTY
COLORADO'S FIRST

2015 Standard Grant
Grant Proposal
Arapahoe County Open Space

City of Englewood
Parks and Recreation Department

RiverRun Trailhead Phase I



SOUTH PLATTE RIVER RUN PARK

RECEIVED

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Englewood Parks RiverRun Trailhead Phase I

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Grant Category (check one):

Standard

Small

2015 Arapahoe County Open Space Grant Application

Part A- Application Summary Form

This application will be scored on a 100-point scale by the evaluation committee and must Score a minimum of 75 points.

Applicant Information	
Name: City of Englewood	
Address: 1155 West Oxford Avenue, Englewood, CO 80110	
Primary Contact: Joe Sack	Title: Recreation Services Manager
Telephone: 303-762-2682	
Email: jsack@englewoodgov.org	

Primary Partner Information <i>(Additional partners should be discussed in Part F: Project Details, Question 13 of the application.)</i>	
Name: Urban Drainage and Flood Control District	
Address: 2480 W. 26 th Ave., Suite 156-B, Denver CO 80211	
Contact: Laura Kroeger	Title: Assistant Manager
Telephone: 303-455-6277	
Email: lkroeger@udfcd.org	
Partner Responsibilities: River and trail enhancements, designation of location as a trailhead	

Project Information	
Grant Category: Standard Grant	
Project Type: Construction Project	
Project Title: RiverRun Trailhead Phase I	
Address: 2101 West Oxford Avenue Englewood, CO 80110	
City or Unincorporated Arapahoe County: City of Sheridan	
GPS Coordinates: 39°38'35.51"N 105°00'51.59"W	
Grant Request: \$300,000.00	
Cash Match Total: \$100,000	Percentage of Total Project: 25%
Total Project Amount: \$400,000	

Brief Project Summary (400 words or less): project description, components, need, goal, beneficiary, planning, community input, results

The RiverRun Trailhead is a construction project along the South Platte River and Oxford Avenue. The Trailhead is a park-like setting which will include a large park pavilion, playground, restroom facilities, ADA access to the South Platte River and regional trail access. This location is destined to become a major focal point for bikers using the Mary Carter Greenway Trail as well as river enthusiasts enjoying kayaking, fishing and swimming.

The RiverRun Trailhead will be completed in multiple phases. Phase 1 - Site preparation will include removal of existing improvements, erosion and sediment control, construction surveying, earthwork and stormwater facilities. This grant request is for Phase 1 only. The

proposed trailhead footprint includes existing improvements such as asphalt, concrete curb/sidewalk, landscape plantings, water lines, stormwater infrastructure, and light poles/electrical system, all of which must be removed. Erosion and sediment control "Best Management Practices" (BMPs) will be installed to protect against soil erosion and sediment laden water leaving the trailhead site during construction. BMPs will include silt fence, stabilization of staging areas, vehicle tracking control, sediment logs, and inlet protection. Construction surveying will be completed to establish proposed grades for earthwork and layout of the stormwater system. The proposed trailhead will significantly lower the existing grade to allow ADA accessibility and connections to the river and planned regional trail. Earthwork will include excavation and fill on-site and excavation and haul off-site. Existing topsoil will be stripped and stockpiled for reuse in later phases. Constructed stormwater facilities will capture, detain, treat and discharge to the South Platte River. Facilities will include an inlet in the parking lot, piping to a detention pond, a sand filter with an underdrain system, outlet structure from the pond, and outfall piping and embankment armoring in river.

The Trailhead is a part of the larger South Platte River/RiverRun Trail project, which extends from Union Avenue to Oxford Avenue. The partnered project between the cities of Englewood, Sheridan and Littleton and other organizations including South Suburban Parks and Recreation District, Urban Drainage and Flood Control and the Colorado Water and Conservation Board will enhance the South Platte corridor as a recreational resource for the entire region. The river-oriented project will provide eastside and westside trails, improved river access and in-river enhancements while restoring and revitalizing the river and its habitat.

Part B – Minimum Qualification and Eligibility Form

Certify the below minimum qualifications and eligibility criteria:

Applicant Name: City of Englewood

Application Category and Type: Standard Grant, Construction Project

Project Name: RiverRun Trailhead Phase I

Briefly answer the following qualification questions:

1. Is applicant in good standing with Arapahoe County Open Space? Discuss past performance (past five years); discuss all on-going Arapahoe County Open Space Grants, and the number and types of grants for which your agency is applying in this cycle. The City of Englewood is in good standing with Arapahoe County Open Space. Over the past 5 years, Englewood has received 6 grants. All grants have been completed within the allotted time frame.

The City of Englewood is in good standing with Arapahoe County Open Space. Over the past 5 years, Englewood has received 6 grants. All grants have been completed within the allotted time frame. The one exception is the Riverside Planning Grant, which expanded in project scope due to a major project sponsored by Urban Drainage and Flood Control and South Platte Working Group. The project encompasses an area from Union Avenue and the South Platte River to Oxford Avenue and the South Platte River.

Englewood currently has 2 on-going grants (Hosanna Synthetic Turf Field and Duncan Park Redevelopment). Both grants are in the final stages of completion with final reports pending.

Englewood will apply for 2 standard grants this cycle. The grants are for RiverRun Trailhead Phase I (Construction Project) and Park Gateway Enhancements (Site Improvement).

2. Discuss project alignment with the Arapahoe County Open Space Master Plan; local adopted Master Plan; or other approved planning documents.

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

The RiverRun Trailhead project defines the mission of the Arapahoe County Open Space Plan.

- Acquire, conserve and protect open space – The RiverRun Trailhead project will develop this underutilized space into a park area with access to the South Platte River.
- Build county open space parks and trails – With the completion of this park the location will be preserved as a permanent park to provide green space for this underserved neighborhood of residents in Arapahoe County.
- Plan countywide trails network: This project is destined to become a trailhead to the Mary Carter Greenway Regional Trail system with both east and west side river access.
- Cooperative partnership work – Through this project many partnerships were developed or enhanced. The partnered project between the cities of Englewood, Sheridan and Littleton and other organizations including South Platte Working Group, South Suburban Parks and Recreation District, Urban Drainage and Flood Control and the Colorado Water and Conservation Board, area businesses and neighbors have pledged to develop this park space.
- Leverage funding for open space, parks and trails – The RiverRun Trailhead project has leveraged a number of funding sources including ACOS Grant Funds, Shareback Funds, Conservation Trust Funds and City of Englewood General Funds. The trail project overall has financial support from Urban Drainage and Flood Control, Colorado Water and Conservation Board, City of Sheridan and other South Platte Working Group members.

3. Describe how this project addresses specific objectives in the County Open Space Resolution #030381/#110637. *Document is posted on the Open Space Grant Program page of the County Website.*

The RiverRun Trailhead project specifically addresses the following objectives of the County Open Space Resolution #030381/#110637.

- Preserve urban and rural open space and natural areas – This project will preserve this area as a park to be used by all current and future residents of Arapahoe County.
- Protect lands that preserve water quality in rivers, lakes and streams – The RiverRun Trailhead and Trail Project have been specifically designed to protect the South Platte water resource. This project will save this area from commercial or other types of development.
- Provide, maintain and improve neighborhood parks, open space, sports fields, picnic facilities and biking, walking and multi-use trails. The development of the RiverRun Trailhead fills the fundamental basic need of providing park and open space. The RiverRun Trailhead will provide park area, playground, pavilion, restroom facilities, trail and river access. Improvements made by this project will enhance the outdoor experience while encouraging youth and their families to spend more time outdoors in their community.
- Protect wildlife habitat and corridors – The RiverRun trail project calls for the channelization of the river which will improve water flow and water conditions. These changes are expected to improve the stagnate fish habitat in the South Platte

River. The improved trail access on both sides of the river will ensure that the river corridor will remain protected.

Acknowledge the minimum qualification components listed below. All components are required to meet minimum qualifications:

- ✓ All items on the enclosed application checklist are included in the application
- ✓ All questions are answered in Part F and all supporting documents are attached in Part G
- ✓ All budget forms are attached, completed and signed by the agency's highest authority
- ✓ Application format and document order follow instructions
- ✓ Above eligibility and qualification questions are answered and meet Arapahoe County Open Space eligibility requirements
- ✓ All required forms are signed by agency's highest authority
- ✓ Minimum cash match requirement met (% of total project)

Applicant certifies that all of the above items are included in the application and that all information submitted is true to the best of their knowledge.

Authorized Signature: 
(must be signed by highest authority in agency)

Date: 1-5-15



Project Title: River Run Trailhead Phase I

Part B – Minimum Qualification and Eligibility Form (cont'd)

For Arapahoe County Use Only:

Initial Review Date (pre-qualification): _____

- Minimum Qualifications Met (yes/no)?
- Past Performance and Status: eligible for funding, probationary status necessary (e.g. special award terms or funding conditions), or ineligible:
- Application Contents, Formatting and Overall Presentation:

Grant Program Administrator Signature: _____

Final Review Date (after evaluation): _____

- Minimum Score Met After Evaluation:
- Final Ranking and Recommendation After Evaluation:
- Comments:

Grant Program Administrator Signature: _____

Part C – Application Checklist

Use the application checklist to verify that all of the required documents are included in this application in the order listed below. All sections are required to meet minimum qualifications.

- ✓ Part A – Application Summary Form
- ✓ Part B – Minimum Qualifications and Eligibility Form (must be signed)
- ✓ Part C – Application Checklist (must be signed)
- ✓ Part D – Project Timeline
- ✓ Part E – Project Budget Narrative and Forms (all forms must be completely filled out and signed)
- ✓ Part F – Project Details (narrative response to project questions)
- ✓ Part G – Attachments (identify each attachment with the table of contents cover page and list attachments in the following order)
 1. Evidence of support from highest authority (official letter or resolution) – including commitment to complete the project; statement that matching funds are secured; and certification that the project will be open to the public or serve a public purpose upon completion
 2. Evidence of commitment to long-term maintenance (official letter or resolution)
 3. Evidence of property ownership/legal access (legal documentation)
 4. Evidence of community support (letters of support – maximum of 5)
 5. Documentation of opposition and responses (if applicable)
 6. Evidence of commitment from funding partners (cash match/in-kind match support letters)
 7. Photos (pre-submittal)
 8. Site maps (project location maps)
 9. GIS shapefile, if applicable (include on compact disc)
 10. Other (clearly title: acquisition documentation, if applicable, or other supporting documents)

Applicant certifies that all of the above items are included in the application, in the order listed above, and that all information submitted is true to the best of their knowledge.

Authorized Signature: _____
(must be signed by highest authority in agency)

Date: 1-5-15

Print Name and Title: Jamell Black
Director of Parks and Recreation

Part D – Project Timeline (5 points)

Use the below project timeline sample as a guide to complete your proposed project timeline. Project timeline must be realistic to receive full points.

Task	Jun 2015	Jul 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Mar 2016	Sep 2016	Nov 2016	Jan 2017
Grant Notification											
IGA Signed											
Construction Contract completed											
Construction – Phase I Begin											
Erosion Sediment Control Established											
Demolition and Site Preparation											
Construction Surveying											
Earthwork and Site Grading											
Stormwater Detention Construction											
Final Report											

Part E – Project Budget Narrative and Forms (10 points)

Budget Narrative: Provide a clear and concise budget narrative for this project (250 words or less).

The RiverRun Trailhead will be completed in multiple phases. Phase 1 - Site preparation will include removal of existing improvements, erosion and sediment control, construction surveying, earthwork and stormwater facilities.

Demolition and site preparation will cost \$60,000. Erosion and sediment control is budgeted at \$10,000. Construction surveying will cost \$10,000 and will be completed to establish proposed grades for earthwork and layout of the stormwater system. The Trailhead will require significant earthwork to lower the existing grade to allow ADA accessibility and connections to the river and planned regional trail. Earthwork will include excavation and fill on-site and excavation and haul off-site which will cost \$240,000. Phase I construction will also include the construction of stormwater facilities for \$80,000.

Budget Forms:

All project budget forms must be completely filled out following the rules and regulations set forth in the application guidelines and instructions. Each budget form must be signed by the highest authority in your agency and included in this section of the application. The following project budget forms are attached and required to be complete and included in the application to meet minimum qualifications:

- **Summary Budget Form:** The summary budget form must be fully completed and successfully match up with the budget narrative, the grant budget form, the match budget form and the selection criteria questions.
- **Grant Budget Form:** The grant budget form must be completed with sufficient detail to be accepted. Please reference the sample budget for the expected level of detail. Budget items are to be broken down into categories, and then broken down into the detailed use of funds within each category by line item and cost.
- **Match Budget Form:** The match budget form must be completed with sufficient detail to be accepted. Please reference the sample budget for the expected level of detail. Budget items are to be broken down into categories, and then broken down into the detailed use of funds within each category by line item and cost. The match budget form includes cash match and in-kind match. Only cash match counts toward the percentage of match required. The cash match requirement is 25% of the total project amount for Standard Grants and 10% of the total project cost for Small Grants. In-kind match is significant and shows partnership and community support for the project. Administrative costs to prepare the grant application are not an eligible expense.

Part E – Summary Budget Form

Sources of Funds	Date Secured	County Grant Request	Cash Match	In-Kind Match	Total Project Funds
Arapahoe County Open Space		\$300,000			\$300,000
Applicant match	1/1/2015		\$100,000		\$100,000
Other funding source					\$0
Other funding source					\$0
Total Project Cost		\$300,000	\$100,000	\$0	\$400,000

Applicant: City of Englewood

Project Title: RiverRun Trailhead Pha

Year: 2015

Signature: Joe Sack

Name and Title: Joe Sack

Date: 1/5/15

Recreation Services Manager

Requirements:	Total Project Amount:	\$400,000.00
	In-kind Match:	\$0.00
	Total Project w/out In-kind:	\$400,000.00
	Cash Match Percentage Required:	25.00%
	Required Cash Match Amount:	\$100,000.00
	Project Cash Match	\$100,000.00 Minimum Met: Y or N

Part E -- Grant Budget Form/Use of Funds

Category	Detailed Use of Funds per Category	Grant Request	Amount
Erosion Sediment Control	Silt fence, stabilized staging area, sediment control logs, Inlet protection	\$10,000	\$10,000
Demolition & Site Preparation	Clearing and grubbing, tree/shrub removal, tree protection, Sawcut/removal asphalt, demolition of concrete sidewalk/curb, removal of light poles, removal of stormwater inlets/piping.	\$35,000	\$35,000
Earthwork & Site Grading	Excavate & stockpile topsoil, earthwork- fill on site, earthwork haul off site.	\$165,000	\$165,000
Construction Surveying	Construction survey staking, grade control, project limits, and layout	\$10,000	\$10,000
Stormwater Detention	Stormwater inlet structure & piping from parking lot detention pond, sand filter system, outlet structure outfall to river, outfall/bank armoring	\$80,000.00	\$80,000
			\$300,000

Applicant: City of Englewood
 Signature: *Joe Sack*
 Date: 1/15/15

Project Title: RiverRun Trailhead Phase I
 Name and Title: Joe Sack
Recreation Services Manager

Part F – Project Details (75 points)

Applicants must respond to all of the following questions to meet minimum qualifications. This section is worth 75 points. Applicants must limit this section to 10 pages and answer all questions to meet minimum qualifications. If attachments/supporting documentation apply to a question answer please fully answer the question and reference the document in Part G. Please do not answer a question as “N/A”. If a question is not applicable, please explain why it is not applicable to be considered for the full amount of points.

Select the Grant Category:

- Standard Grant:** \$50,100 - \$300,000 funding opportunity, 25% of total project amount minimum cash match requirement
- Small Grant:** \$100 - \$50,000 funding opportunity, 10% of total project amount minimum cash match requirement

Select the Project Type:

Project Type/Project Details: The project categories for the standard and small grant applications are below:

- Trail Project:** Projects that are mostly trail construction or renovation/restoration, trail-related bridges, trail-related road crossings, or trail head parking and shelters.
- Site Improvement Projects:** Projects for site improvement, restoration and repair/replacement including: natural re-vegetation/restoration, park improvements, restoration, repair/replacement (may include playgrounds, shelters, sport fields, landscaping). This category may include interior trail segments or connections, but the majority of the project should be site improvements other than trail.
- Construction Project:** Construction projects may include new park amenities such as playgrounds, shelters, sport fields, restrooms, and interior trails or connections.
- Acquisition Project (standard grant only):** Eligible projects involve fee simple acquisition of land for public open space, park or trails; acquisition of buffer land; acquisition of a conservation easement and/or acquisition of water rights.
- Environmental Project/Cultural Education or Interpretation Project:** Projects focused on environmental or cultural education/interpretation installations may include associated sign bases, panels, landscaping, benches and shelters.
- Other Project:** Other allowable project categories include: stream-related projects, wildlife habitat, and water quality. These projects should not fit into any of the other project categories. Please contact the County Grant Administrator for questions related to allowable projects.

Selection Criteria Questions (75 points):

1. Describe the project goal, extent of scope and expected results. Be specific; discuss what the project will provide, quantities, size, project elements, useful life of project components, and deliverables. Discuss the current condition of the project site and what improvements or changes are being proposed and why. Provide detailed maps and photos in Part G. Describe how the project will be designed, constructed and

managed and how you will choose vendors, materials, systems, etc. Describe how this project improves access and connectivity to any existing trail network, natural resources, and/or community resources. If this is an educational project, discuss the long term educational outcomes expected as a result of this project and how the project connects people to each other, the natural environment and/or community resources. Complete the budget form in Part E consistent with this narrative (15 points)

The RiverRun Trailhead is part of a major river corridor improvement project in and along the South Platte River adjacent to the trailhead site. Urban Drainage Flood Control District (UDFCD) is managing the river corridor project in partnership with City of Englewood, City of Sheridan, South Suburban Parks and Recreation District, Colorado Water Conservation Board, the South Platte Working Group and Arapahoe County Open Space. The overall project includes a mile of regional trail along the east bank of the South Platte River, recreational and habitat enhancements in the river, access to the river, parking lot improvements at Oxford Avenue on the west bank, and upland park amenities. The Trailhead is an integrated component of the overall river corridor project.

The existing site is underused. Currently a majority of the trailhead site is an existing asphalt parking lot, turf areas, and native areas. The parking lot is too steep to meet ADA requirements and stormwater facilities are undersized and do not meet current standards. Existing grades create a high area that blocks views and access to the South Platte River.

The Trailhead is a 4 acre multi-purpose project with goals to engage the South Platte River, expand access to the Mary Carter Greenway Regional Trail system and provide a destination for trail users and the surrounding communities to recreate, relax or host an event. It will result in a unique user experience unlike anything else in the Englewood park system or along the greenway trail. The proposed trailhead will include:

- Integration with existing and proposed regional trails – plaza and access points
- Shelter structure, 200-250 person capacity (pre-fabricated type)
- Increase parking capacity - 199 parking stalls including 4 ADA accessible stalls (1.75/acre)
- Playground – natural play theme
- Restroom (pre-fabricated type) – three toilets for men and women
- Landscaping & Irrigation
- River access from trailhead
- Stormwater facilities that meet current standards – capture, detention, treatment and conveyance

The Trailhead will be built in phases. This grant request is for Phase 1 – Site Preparation. Site preparation will include removal of existing improvements, erosion and sediment control, construction surveying, earthwork and stormwater facilities. The following is a summary of each category proposed in Phase 1:

- Erosion Sediment Control - Silt fence, stabilized staging area, sediment control logs, Inlet protection: Disturbed area = 3 acres
- Demolition & Site Preparation - Clearing and grubbing (2 acres), tree/shrub removal, tree protection, Sawcut/removal asphalt (6500 square yards), demolition of concrete sidewalk/curb (500 linear feet), removal of light poles (4 poles), removal of stormwater inlets/piping (425 linear feet)
- Earthwork & Site Grading - Excavate & stockpile topsoil (1900 cubic yards), earthwork- fill on site (3000 cubic yards), earthwork-haul off site (13,000 cubic yards)
- Construction Surveying - Construction staking, grade control, project limits and layout
- Stormwater Detention - Stormwater inlet structure ((1) Type R) & piping (24" pipe/ 25 linear feet) from parking lot, detention pond, sand filter system (filter media/perforated ABS underdrain), outlet structure (custom reinforced concrete). Design life of concrete pipe and structures is 50 years, detention pond and filter system design life is 25 years with ongoing maintenance and replacement of filter media.

The Trailhead is currently under design by McLaughlin Whitewater Design Group (Civil Engineer) and DHM Design (Landscape Architect). 75% design drawings were completed in August 2014. Final Design will be completed by May 2015. Naranjo Civil Contractors has been selected through the Urban Drainage and Flood Control District's Project Partners Program. This program selects contractors from the District's pre-qualified contractors list. There are several advantages to collaborating and engaging with the contractor during planning and design. Cost estimates are more accurate because they have been prepared by Naranjo who is building the project. Value engineering is completed during the design process by contractor feedback on constructability of designs and materials specified. Lastly, the contractor better understands the project goals and objectives by being involved with planning and design. Once the design is completed a construction contract will be negotiated with Naranjo to build the project.

2. Describe the community/neighborhood and user groups the project will serve. Discuss the type of users (children, adults, seniors, families, sports leagues, youth groups, etc.) the project will serve and estimate the number of user groups annually that will benefit from the project. How did you arrive at this estimate? Describe the service area for this project (how far will users travel to use the project site). (5 points)

The RiverRun Trailhead serves as part of a regional trail and recreational amenity for users along the South Platte River and the Mary Carter Greenway Regional Trail system. Cyclists, joggers, rollerbladers, kayakers, walkers, fishermen and wildlife viewers of all ages utilize the trail system on a daily basis. It is estimated from a visual inspection of the existing trail that tens of thousands of individuals and groups use this trail and will

benefit from a new trailhead annually. As this trail is a regional draw for cycling and kayaking, the service area for users is estimated to be a radius of 20 miles or more.

3. Describe any scenic, historic or cultural values associated with this project. Will they be preserved or restored? Describe specific natural resources at the site, including habitat and/or water. List predominant wildlife species and vegetation on site. Discuss impacts to these resources as a result of this project. If this is a conservation easement acquisition project, describe the conservation values and public benefits/value of the land, easement or water resource. (5 points)

There are no historic or cultural values associated with the RiverRun Trailhead Development (Phase I). However, the site contains some scenic values associated with being adjacent to the South Platte River. The river was channelized through this section by the US Army Corps of Engineers to prevent major flooding events. This project aims to improve the scenic value of the property by enhancing views to the river from the trailhead. The site is an important riparian corridor link from being situated along the Platte River. There are native and non-native tree species (cottonwood, Siberian elm, ash and catalpa) which were planted as part of the Broken Tee Golf Course and a river beautification project back in the late 1980's. The habitat value would be categorized as medium. Many birds and animals migrate up and down along the Platte River. Typical bird species include many species of ducks, blue heron, sparrows, robins, finch, geese, etc. Animal species include beaver, fox, deer, coyote, skunk, rabbit, etc. Vegetation on the site includes irrigated bluegrass, dryland grasses and many broadleaf weedy plants associated with disturbed soils. Impacts to the natural resources are considered to be low. Riparian access for movement up and down the river will not be adversely affected as new trees, boulders and landscaping will be added to the site.

4. Discuss the ownership and legal access to the proposed project site, including right of access without trespassing on adjacent property. Detail any third-party rights, easements or other encumbrances that exist. Provide supporting documentation proving ownership, legal access or permission from landowner and a site map in Part G. (3 points)

The parcel of property located at 2101 West Oxford Avenue, Englewood, Colorado, is located in the City of Sheridan. The City of Englewood is the sole owner of this parcel and the adjacent parcel known as Broken Tee Golf Course. Vehicle access to the RiverRun Trailhead will be provided by the current entrance used by the Golf Course. No third party rights, easements or other encumbrances will affect this project. Arapahoe County parcel search ownership verification is located in Part G.

5. Describe long-term maintenance of the project site. Estimate the annual costs to maintain the site, how those numbers were calculated, how you intend to fund maintenance and who is responsible for maintenance. Explain how maintaining this project site changes your agency maintenance budget. (Provide projected budget

changes, detailed cost estimates, how you plan to accommodate these changes, and explain how you arrived at those numbers.) Provide a commitment letter from the management/maintenance agency addressing long-term maintenance and include budgeting for funding maintenance in Part G. (7 points)

The City of Englewood owns all park property and the Parks and Recreation Department will be responsible for the long-term maintenance of every park including all landscaping, structures, trails and playground equipment for the project. The City of Englewood annually allocates funding in the Parks and Recreation Department budget for personnel, commodities and capital for regular repair and maintenance for all park infrastructures, amenities and facilities. The 2015 Parks Division Maintenance Budget is \$2,137,252. The Parks Department currently maintains approximately 250 acres of parkland, open space and green space and infrastructure.

Phase I of this project will not require additional budgeting for funding maintenance costs because this project consists mainly of earthwork. When the Trailhead is completed with all listed amenities, it is expected that an additional \$16,465 will be added to the Parks Division Maintenance budget for labor, irrigation, restroom/shelter maintenance, snow and trash removal, tree and turf maintenance.

6. Summarize planning efforts to date and investments made prior to submitting a grant proposal. Discuss pre-submittal meetings, dates and outcomes. Be detailed and include eligible pre-planning costs on the Match Budget Form in Part E. See application instructions for details. Proof of pre-submittal planning expenses must be submitted as an attachment in Part G. All attachments should be clearly labeled on the Part G cover page. (5 points)

In 2011, the City of Englewood was awarded a \$50,000 planning grant from Arapahoe County Open Space with a total project cost of \$134,600, for Riverside Park Planning. Shortly following the grant award, the City of Englewood was contacted by Urban Drainage Flood Control District (UDFCD). UDFCD had identified the river corridor from Union Avenue to Oxford Avenue for potential improvements. As discussions unfolded of related projects along the South Platte River, Riverside soon became RiverRun and designated as the Trailhead of this project. This process prompted the re-establishment of the South Platte Working Group. Partners of the South Platte Working Group include the City of Englewood, City of Sheridan, City of Littleton, South Suburban Parks and Recreation District, UDFCD, Colorado Water Conservation Board and Arapahoe County Open Space.

In 2012, the planning grant was put on hold and a grant extension was awarded until the South Platte Working Group could provide direction and long range plans for the river corridor. The South Platte Working Group began meeting monthly to create a vision for improvements along the river.

By 2013, the vision started to take shape and the City of Englewood contracted with UDFCD to create the design of RiverRun Trailhead. UDFCD working with McLaughlin Whitewater Design Group and DHM Design will complete final design by May 2015, currently with 75% of the design work completed and vetted through the South Platte Working Group.

7. Is this project "shovel ready"? Provide evidence that this project will be completed within two years. Is design and engineering complete or is there still work to be done? List any permits that will need to be obtained for implementation of the project and existing status of obtaining those permits. (Federal 404, County or City Planning or Public Works, Storm Water Drainage, etc). Does the project necessitate a change in zoning? Itemize anticipated costs for permits, government fees and consultants. Detail costs in the correct Part E Budget Form. Correlate response with the Project Timeline in Part D. Project timeline must be realistic to receive full points for this question. If this is an acquisition project, list the due diligence items you already have available or will pursue (such as purchase agreement, preliminary title work, appraisal, environmental site assessment, survey, etc). Purchase agreement or option with seller and preliminary title work should be secured and included in the application and attached in Part G. Include detailed costs in Part E. (5 points)

McLaughlin Whitewater Design Group and DHM Design are currently working on Final Design. 75% design was completed in August 2014. The design team and the City of Englewood have engaged the City of Sheridan in review of preliminary design drawings. A contractor (Naranjo Civil Constructors) has been selected through the Urban Drainage and Flood Control District's Project Partners Program. The project timeline presented in Part D has been prepared with input from Naranjo. The Trailhead will be built as part of the overall river corridor project. Construction of river improvements will start in fall of 2015. Phase 1 – Site Preparation will start in fall of 2015 and be completed by spring 2017.

Permits will be required to build the trailhead. The City and design team have conducted a review meeting with the City of Sheridan. The following are permits that are required:

- Access & Right-of-Way Permit – City of Sheridan
- Grading Permit – City of Sheridan
- Stormwater/Erosion Sediment Control – State of Colorado/City of Sheridan
- Building & Lighting – City of Sheridan

The City of Sheridan has requested that the Design Team wait to submit for permits to build the project within 12 months prior to construction. Permit applications will be completed at this time. No zoning changes are required.

8. Describe the planning process that identified this specific project as a priority. Is this project listed as a priority in a master plan, site specific plan or other adopted planning document? If so, discuss that plan. Describe the relationship of the project to any local, regional, state or system-wide master plan. Give the name of each plan and list related element(s) within the plan. Was this project identified through an independent community planning process? Describe this process. (5 points)

Preserving open space and native areas, enhancing trail access, adding trail users and creating recreational opportunities are the objectives of the RiverRun Trailhead project. In 2006, Englewood Parks and Recreation Master Plan supported acquisition and development of open space and areas that improved or increased connection to the Mary Carter Greenway Trail. The Master Plan further identified this property as an opportunity to become a trailhead as well as meet the needs for additional outdoor gathering spaces in the community plus offer an excellent opportunity to access the South Platte River.

Englewood Parks and Recreation Department's pavilions are reserved over 82% of the usable dates and large group requests typically are not accommodated due to the lack of enough large picnic pavilions in the area. This project will provide additional picnic pavilion space and a playground as well as create a dynamic access point to the South Platte River. The water recreational opportunities will be dramatically increased with the paved ADA access to the river. Users can observe wildlife, fish, wade, swim and kayak in an area that has seen little use. This location with restroom and parking facilities will accommodate the many Mary Carter Greenway Trail users.

In 2011, Arapahoe County Open Space awarded a \$50,000 planning grant recognizing the need for the future development of this site. Planning for the Trailhead became the focus of the South Platte Working Group as they developed the vision of the South Platte River corridor. With the planning grant completed in 2014, the trailhead project is ready to begin.

9. Discuss any efforts to obtain public input, disseminate public information, develop partnerships, develop partnerships for cash finding or in-kind contributions, and garner community support specifically related to this project. In most cases, evidence of a transparent public process will be required. For acquisitions, the process may be tied to a public process for an overall master plan rather than identification of a specific parcel. For regional trails, the process may need to include notification and/or involvement of residents from adjacent jurisdictions. Discuss any objections or opposition to this project. Include any letters, petitions, news articles, or other documents evidencing opposition. What has been done to address concerns and how has the opposition responded? (5 points)

In 2013, the South Platte Working Group was re-established during a visioning charrette for the South Platte River which included local municipalities, special interest groups, community leaders, property owners and other stakeholders. The South Platte Working

for this project. This does not include partners who have contributed to previous phases or partners that plan to contribute to future phases. Explain if partnerships were not possible or necessary for this project. Include all partner support letters in Part G and clearly label on the section cover page. Include match from all partners in the Part E Budget. All support letters must be dated within the last six months to be eligible. (5 points)

The City of Englewood is in support of funding the RiverRun Trailhead and trail project. This partnered project between the cities of Englewood, Sheridan, South Suburban Parks and Recreation District, Urban Drainage and Flood Control District and the Colorado Water and Conservation Board is an exciting opportunity to improve recreation and economic development along the South Platte Corridor. Urban Drainage and Flood Control District has contributed \$551,000 towards the RiverRun Project as noted in the attached partner commitment letter Part G.

The City of Englewood has committed \$100,000 as the cash match for Phase I of this construction project. The cash match is secure and budgeted using Conservation Trust Funds and Arapahoe County Shareback Funds. Funds have been budgeted for construction of the RiverRun Trailhead in the City's Five-Year Capital Master Plan.

14. Briefly discuss support from entities and user groups that are supporting the project in other ways than cash or in-kind contributions. Support letters should come from users, user groups, community members, volunteers, schools, etc. A maximum of five (5) support letters should be attached in Part G and clearly labeled on the section cover page. All letters should be dated within the last six months. (5 points)

Overwhelming support for the RiverRun Trailhead and trail project throughout the region is provided by the South Platte Working Group members and the communities they represent. Agencies and businesses providing support letters have indicated the primary reasons as being enhancement to an underutilized area, providing river access, and numerous recreational opportunities that will be provided to the cities of Englewood, Sheridan, and Littleton as well as all Arapahoe County residents as a regional attraction.

Certification of accuracy for the information provided in Part F:

Applicant certifies that all of the above answers are accurate and that all information submitted is true to the best of their knowledge.

Authorized Signature: _____
(must be signed by highest authority in agency)

Date: 1-5-15

Print Name and Title: Jessie Black
Director of Parkland Recreation



Part G – Attachments (10 points)

Use this as the table of contents cover page for the required application attachments. Attachments in this section are supporting documentation to the questions answered in Part F. To receive the full amount of points available for each question, sufficient supporting documentation must be attached. List all attachments in order, by name/title and by page number.

1. Evidence of support from highest authority (official letter or resolution**) – including commitment to complete the project; statement that match funds are secured; and certification that the project will be open to the public or serve a public purpose upon completion
2. Evidence of commitment to long-term maintenance (official letter or resolution)
3. Evidence of property ownership/legal access (legal documentation)
4. Evidence of community support (letters of support – max. 5, known objections)
5. Documentation of opposition and responses (if applicable)
6. Evidence of commitment from funding partners (cash match/in-kind match support letters)
7. Photos (pre-submittal)
8. Site maps (project location maps)
9. GIS shapefile, if applicable (include on compact disc)
10. Other (clearly title: acquisition documentation, if applicable, or other supporting documents)

Resolution from a Governing Body or an Official Letter from Highest Authority must include all listed applicable items and must designate a specific person to sign the grant agreement and related grant administration documents.

RESOLUTION NO. 6
SERIES OF 2015

A RESOLUTION AUTHORIZING THE CITY'S ARAPAHOE COUNTY OPEN SPACE GRANT APPLICATION FOR THE CONSTRUCTION OF THE RIVERRUN TRAILHEAD PHASE I

WHEREAS, Council authorized the application and acceptance of the Riverside Park planning grant in 2011 and in 2014 Council authorized an Intergovernmental agreement with Urban Drainage and Flood Control District to complete the design of the site; and

WHEREAS, Urban Drainage Flood Control District (UDFCD) is managing the river corridor project in partnership with the City of Englewood, City of Sheridan, South Suburban Parks and Recreation District, Colorado Water Conservation Board and Arapahoe County Open Space as part of the South Platte Working Group; and

WHEREAS, The South Platte Working Group members agreed that the river downstream of Oxford Avenue provided recreation and economic benefits for the entire region and this area was identified as RiverRun Trailhead; and

WHEREAS, the RiverRun Trailhead is a construction project along the South Platte River at Oxford Avenue and is destined to become a major focal point for bikers using the Mary Carter Greenway Trail as well as river enthusiasts enjoying kayaking and fishing; and

WHEREAS, these Trailhead amenities will include a large park pavilion, playground, restroom facilities, and ADA access to the South Platte River and regional trails; and

WHEREAS, the RiverRun Trailhead will be completed in multiple phases. Phase I- Site Preparation will include removal of existing improvements, erosion and sediment control, construction surveying, earthwork and stormwater facilities; and

WHEREAS, the Trailhead will be located on property owned by the City of Englewood next to the Broken Tee Golf Course which is located in the City of Sheridan; and

WHEREAS, there are no federal funds being used for the RiverRun Trailhead Phase I; and

WHEREAS, the City's Arapahoe County Open Space grant application will request \$300,000 in grant funds with a required City cash match of \$100,000 which has been budgeted; and

WHEREAS, Parks and Recreation will bring back an IGA if approved.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the attached application for an Arapahoe County Open Space Grant for the construction of the River Run Trailhead Phase I. Attached hereto as Exhibit A.

ADOPTED AND APPROVED this 20th day of January, 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. 6, Series of 2015.


Loucrishia A. Ellis, City Clerk

Part G Attachments – 2. Long-Term Maintenance



CITY OF ENGLEWOOD
DEPARTMENT OF PARKS AND RECREATION

Arapahoe County Open Space and Trails Advisory Board
6934 South Lima Street, Unit A
Centennial, CO 80112

December 1, 2014

Re: Long-Term Park Maintenance

Dear Open Space Advisory Board,

The City of Englewood Parks and Recreation Department is committed to the long-term maintenance and management of all Englewood parks and park infrastructure within the City. The City of Englewood allocates funds for the long-term maintenance, repair and replacement of park infrastructure. Ongoing maintenance functions include: trash pickup, graffiti removal, periodic playground equipment inspection and repairs, restroom and picnic pavilion cleaning, turf maintenance and mowing, trail and sidewalk maintenance, tree, shrub and landscaping maintenance, lighting and plumbing maintenance and repair.

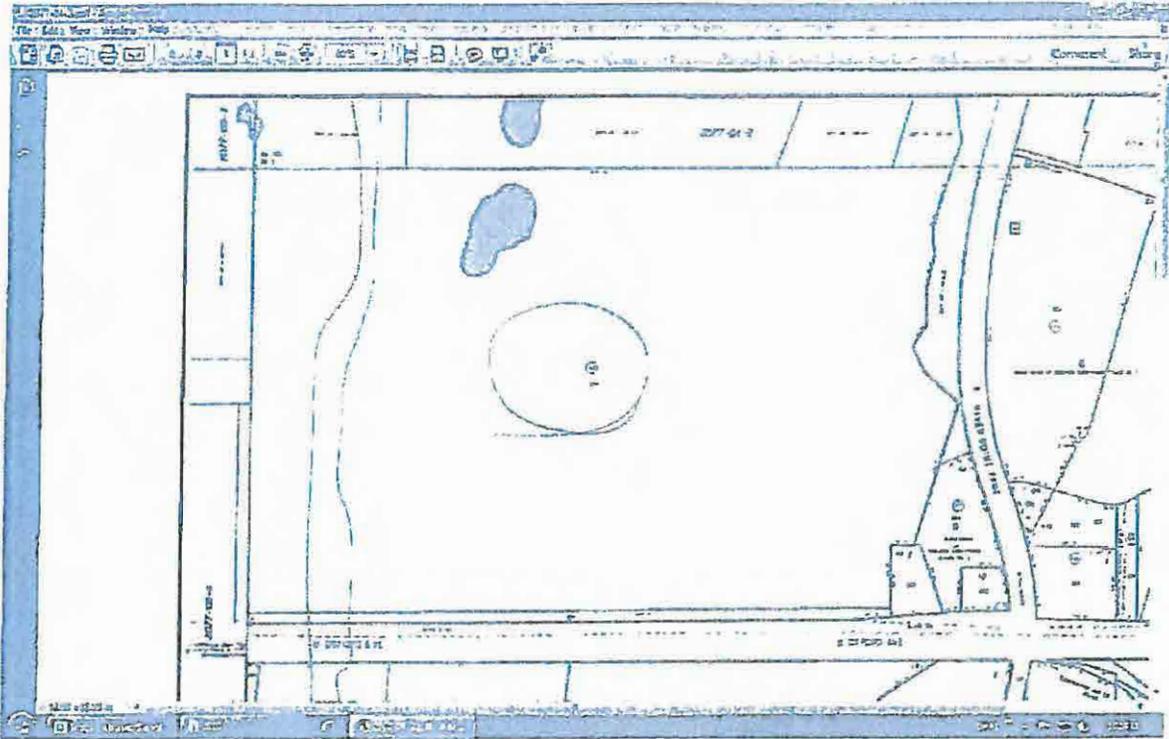
The Parks and Recreation Department is funded annually through the City of Englewood's General Fund as part of the core services provided to the citizens of the City of Englewood. River Run Trailhead is currently included in all long-term maintenance programs and activities and will continue to be a part of all such activities into the future.

Sincerely,

✓ Jerrell Black
Parks and Recreation Director

1155 W. Oxford Avenue Englewood, Colorado 80110 Phone 303-762-2680 Fax 303-762-2888
www.engagewood.gov

Part G Attachments – 3. – Evidence of property ownership



RiverRun in Sheridan
PIN 034835504

PIN: 034235504
AIN: 2077-04-3-00-071
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Englewood Ind Area
Neighborhood Code: 3537.00
Acreage: 0.0000
Land Use:

Legal Desc: That Part Of The Sw 1/4 Sec 4-5-68 Desc As Beg At The Nw Cor Of Sd Sw 1/4 Th E 1945 Ft M/L Th Sw 141.15 Ft & 46.09 Ft Th Se 71.81 Ft Th Sw 94.85 Ft Th Se 104.93 Ft Th Sw 73.39 Ft Th S 78.65 Ft & 135.36 Ft Th Sw 440.93 Ft Th W 67.93 Ft Th S 177.87 Ft Th W 1949.3 Ft To A Fl On The W Line Of Sd Nw 1/4 Th N To Beg Sec 4-5-68

	Total	Building	Land
2014 Appraised Value	660,727	411,677	269,050
2014 Assessed Value	197,411	119,336	78,025
		2013 Mill Levy:	80.767

Land Line	Units	Land Value	Land Use
	1.0000 LT	300	Open Space

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

* Not all parcels have available photos / sketches.

In some cases a sketch may be difficult to read. Please contact the Assessors Office for assistance. Measurements taken from the exterior of the build

The Arapahoe County Assessors Office does not warranty the accuracy of any sketch, nor assumes any responsibility or liability to any user.

Although some parcels may have multiple buildings and photos, at this time our system is limited to 1 sketch and 1 photo per parcel number. Sorry for inconvenience.

Part G – Attachments 4. Support Letters



CITY OF ENGLEWOOD
PARKS AND RECREATION COMMISSION

January 8, 2015

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Advisory Board Members:

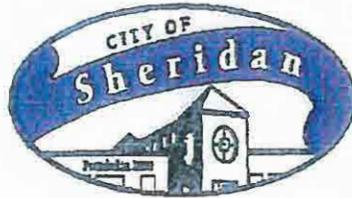
I am writing this letter of support on behalf of the Englewood Parks and Recreation Commission in support of the Englewood Parks and Recreation Department's grant application for the RiverRun Trailhead.

The RiverRun Trailhead along the South Platte River will not only become a recreational destination for the entire region, but will also improve and restore the river and its habitats. This recreational area along the South Platte River will be enjoyed by bicyclists, kayakers, fishers and the general public. The trailhead will also be ADA accessible so that everyone can enjoy the amenities. The shelter, restrooms, and playground areas will be a draw for any outdoor enthusiast. The Commission is supporting this grant application because this development along the river will enhance the image of the City of Englewood within our own community and beyond. This addition will substantiate the City of Englewood's dedication to its parks and the environment.

Thank you for your consideration of the RiverRun Trailhead for Englewood's Parks and Recreation Department.

Sincerely,

Douglas Garrett
Chair
Englewood Parks and Recreation Commission



City of Sheridan
4101 S. Federal Blvd.
Sheridan, CO 80110-5399

303/762-2200
FAX 303/788-1853

December 4, 2014

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Board Members,

I am writing this letter of support for the Englewood Department of Park and Recreation's application for funds for the RiverRun Trailhead.

The City of Sheridan is partnering with the City of Englewood and other organizations to provide this enhancement to the South Platte River Corridor. This trailhead will provide the citizens of Sheridan, Englewood, Littleton and South Metro Denver a place to fish, kayak, swim and enjoy nature. The shelter, restrooms and playground will provide an aesthetic place for bikers to rest and the general public to take in the natural surroundings. This trailhead will be an improvement to the land that is owned by the City of Englewood, but is located within the City of Sheridan. This tract of land is currently not being utilized and will make Sheridan and the entire South Metro area a desirable place to live and visit.

Thank you for your consideration of the RiverRun Trailhead for Englewood's Parks and Recreation Department.

Sincerely, /

Devin Granbery
City Manager /
City of Sheridan /

www.ci.sheridan.co.us



303-762-1160 • Fax 303-762-1746 • www.oxfordrecycling.com

December 17, 2014

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Arapahoe County Open Space Advisors,

I am writing on behalf of Oxford Recycling in support of the grant application for the RiverRun Trailhead along the South Platte River.

The trailhead, shelter and playground that will be a part of the Trailhead will improve the area and make it a destination spot. Being located near the Trailhead location, Oxford Recycling is excited to have a nice outdoor place for our employees to relax or perhaps barbeque after work with their families or coworkers. Any improvements to the area near the South Platte River will be appreciated by all of us who work and live nearby.

Please consider awarding the City of Englewood grant funds for the RiverRun Trailhead.

Thank you,

Regards, / / /

John Kent
Oxford Recycling
2400 W. Oxford Ave.
Englewood, CO 80110



Reduce



Reuse



Recycle

Recycling: Asphalt - Concrete - Wood

Supplying: Recycled Asphalt - Road Base - Gravel - Decorative Rock - Mulch



WASTE MANAGEMENT

5500 S. Quebec St. Suite 250
Greenwood Village, CO 80111

December 29, 2014

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Board Members,

I am writing this letter in support on behalf of Waste Management for the grant application for the RiverRun Trailhead along the South Platte River.

As a business located near the RiverRun Trailhead, we fully support the improvements and enhancements that will be made to the location adjacent to the South Platte River.

The trailhead, shelter and playground will improve the area and the perception of Englewood as a whole. We encourage improvements to all nearby areas in Englewood, especially those that encourage environmental sustainability and outdoor recreation.

Thank you for your consideration of the RiverRun Trailhead for Englewood's Parks and Recreation Department.

Regards,

Scott Hutchings
Manager of Public Affairs
Waste Management Four Corners Area

Part G – Attachments 5. Documentation of Opposition and Responses

No opposition letters or responses to include



Part G – Attachments 6. Partner Commitment



URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

Paul A. Hindman, Executive Director
2480 W. 26th Avenue, Suite 156B
Denver, CO 80211-5304

Telephone 303-455-6277
Fax 303-455-7880
www.udfcd.org

December 17, 2014

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Arapahoe County Open Space:

Urban Drainage and Flood Control District (UDFCD) is committed to the City of Englewood's River Run Trailhead. UDFCD, the Cities of Englewood and Sheridan, South Suburban Parks and Recreation District, and the Colorado Water and Conservation Board have partnered with Arapahoe County Open Space to continue the South Platte Working Group.

Last year, the working group conducted a visioning charrette that brought major stakeholders together to map out opportunities for improvement along the South Platte River. The outcome demonstrated the importance of the improvements included in the River Run Park Project that goes from Oxford to Union along the South Platte River.

The goals of River Run Park are to increase the regional trail connectivity and capacity, enhance the river ecosystem, and provide river access and in-river recreation while maintaining the 100-year conveyance. The River Run Trailhead is a key component of the project as it provides unique amenities not found along the river that will attract more users to the area. These amenities include; parking, large picnic pavilion, restrooms, water refill and a natural play area for kids. Without the trailhead the full potential of other improvements will not be realized.

The River Run Park Project is an outstanding example of leveraging resources and agencies working together to provide the greatest benefit to the community. UDFCD is proud to be part of this project and is committed to the restoration of the natural, beneficial functions of the floodplain and river. UDFCD has already contributed \$551,000 to the River Run Park Project.

Sincerely,

Paul A. Hindman
Executive Director

Working with you since 1969

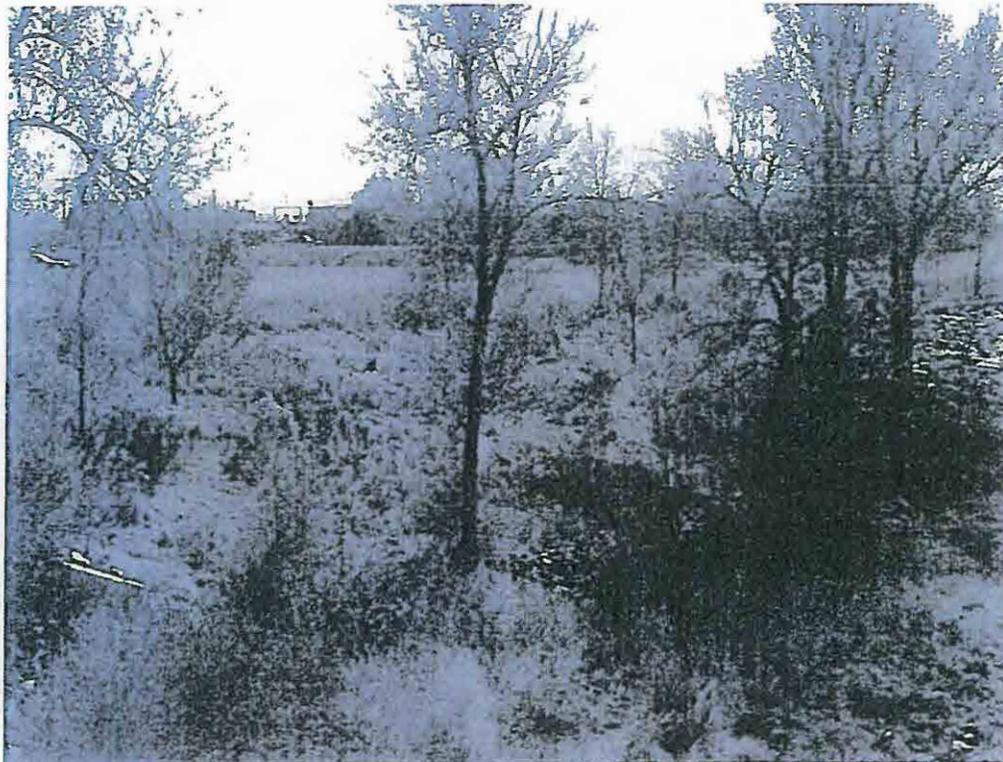
Part G – Attachments 7. Photos



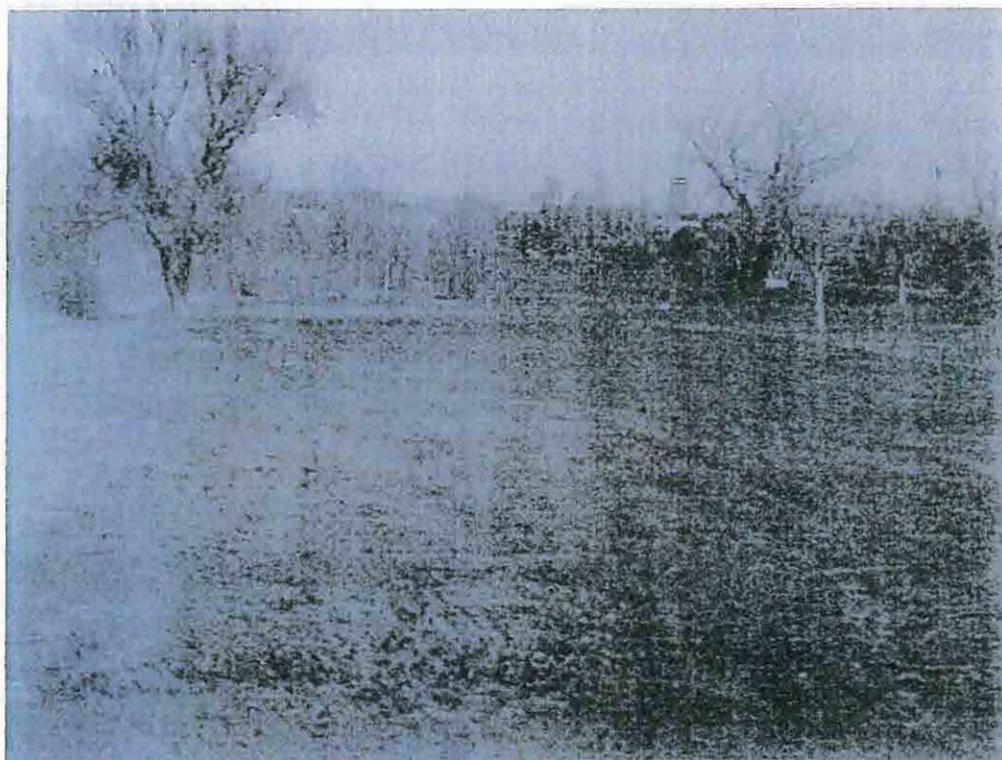
Existing Conditions-RiverRun Trailhead view north- Mary Carter Greenway Trail Bridge



Existing Conditions- View south- East Bank of River



Existing Conditions- View south- East Bank of River



Existing Conditions- RiverRun Trailhead view north-future site of Trailhead



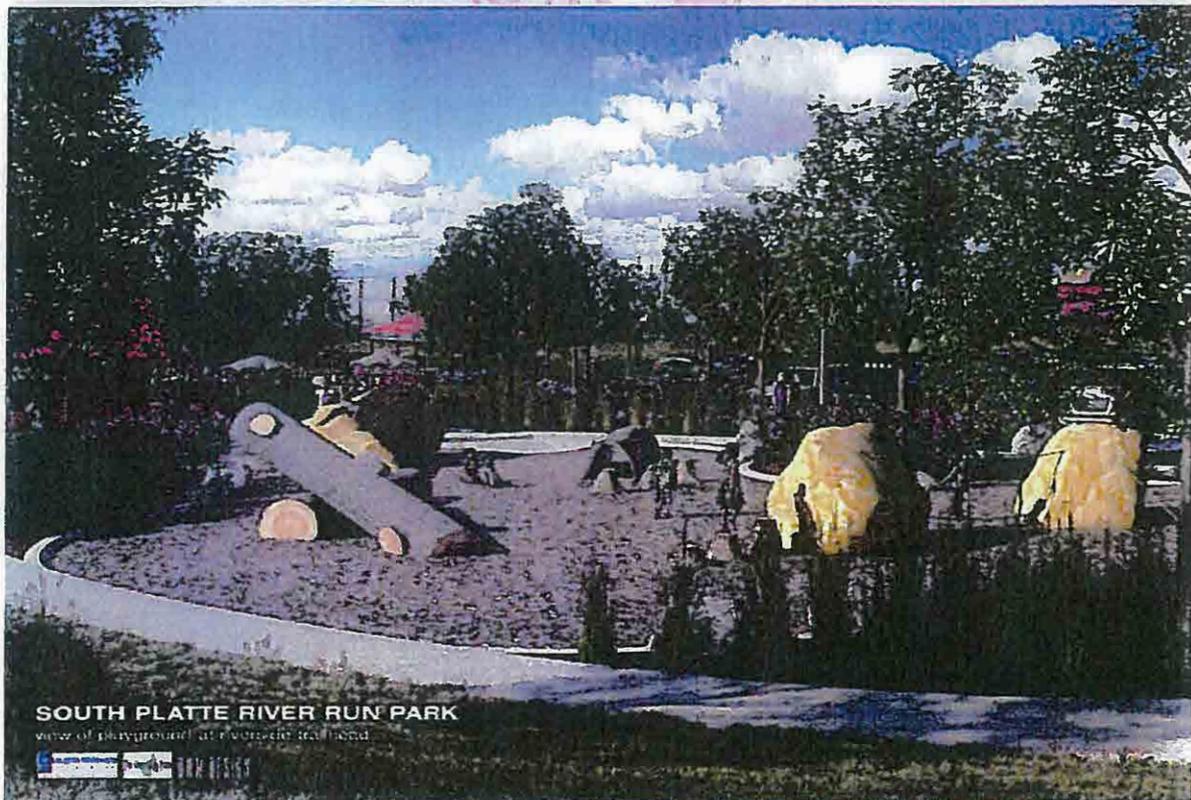
DHM Design- View east of river and Trailhead



DHM Design- View north of river access and Trailhead



DHM Design- View south of east side trail



DHM Design- View east of playground



DHM Design- View southeast of plaza at Trailhead



City of Englewood, Colorado
2015 Arapahoe County
Open Space, Parks, and Trails
Grant Application

River Run Trailhead

Site Plan Map

December 2014



Not to Scale

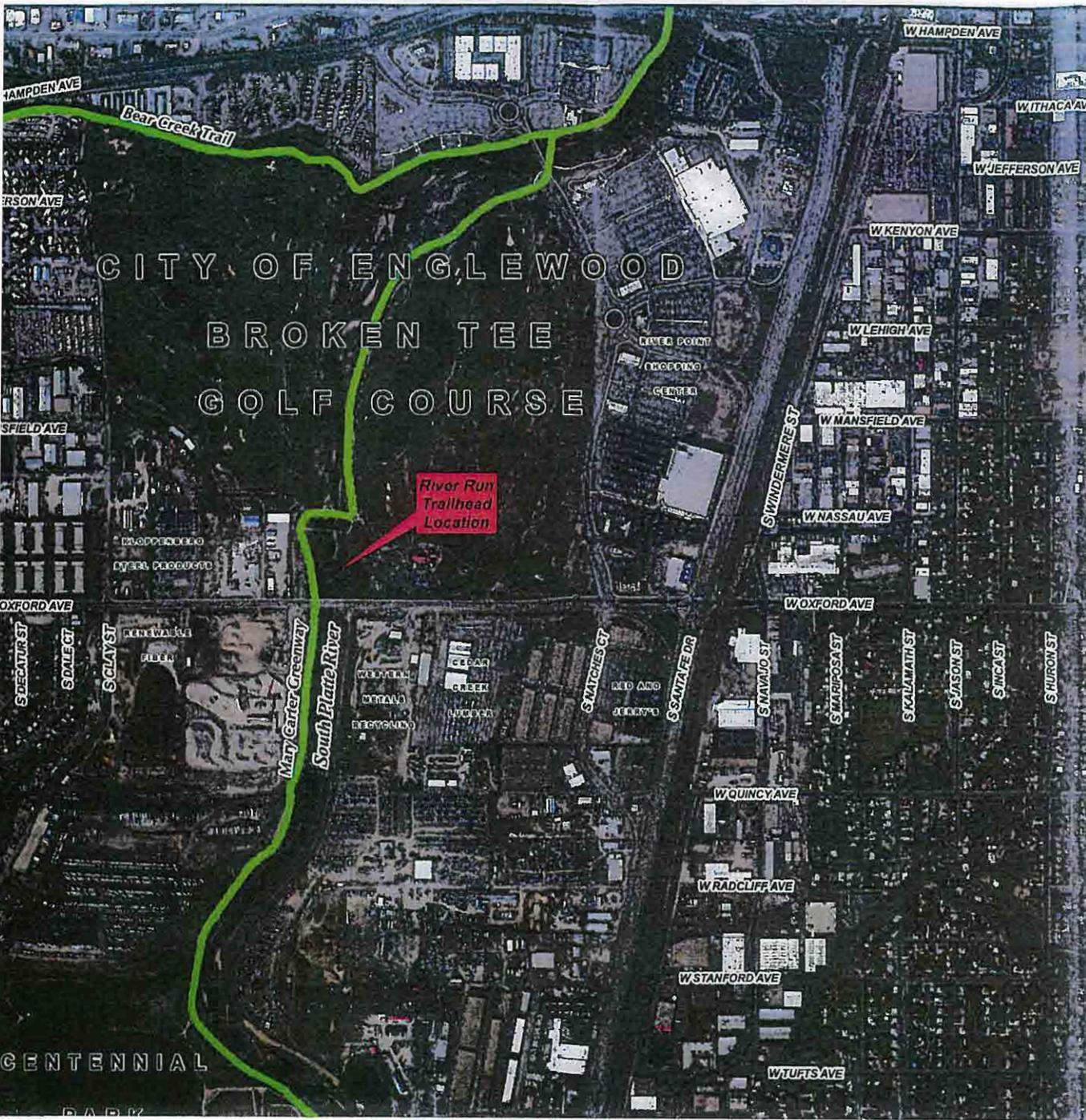
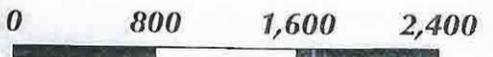
City of Englewood, Colorado
2015 Arapahoe County
Open Space, Parks, and Trails
Grant Application

River Run Trailhead

Street Map

LEGEND	
	Pedestrian/Bicycle Trails

December 2014



City of Englewood, Colorado
2015 Arapahoe County
Open Space, Parks, and Trails
Grant Application

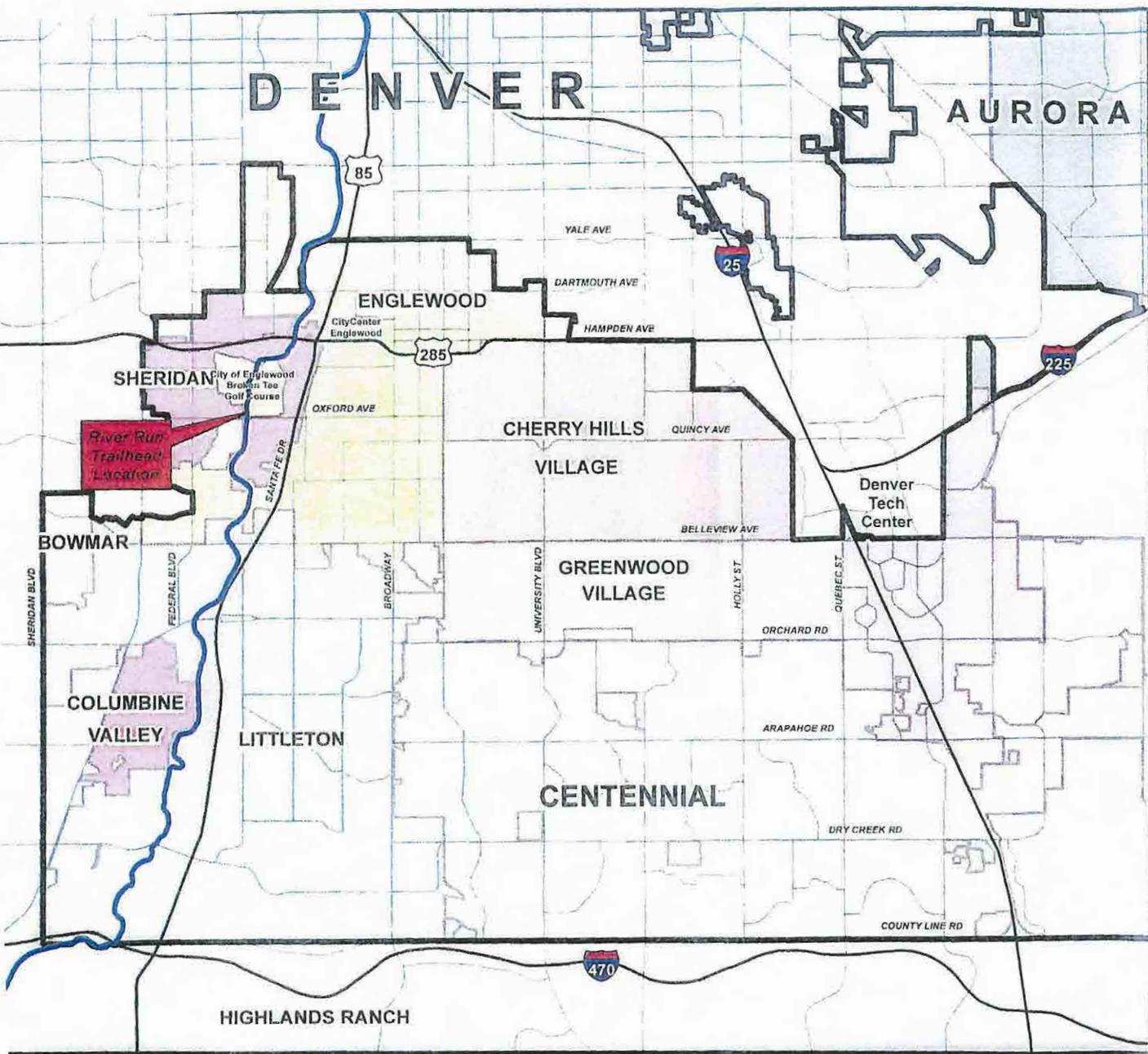
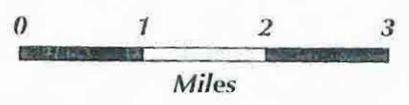
River Run Trailhead

Vicinity Map

LEGEND

-  South Platte River
-  Arapahoe County Boundary
-  Major Highways
-  Arterial and Collector Streets

December 2014



Part G- Attachments 9. GIS Shapefile

Included/Submitted in Part G. Attachment 3- Evidence of Property Ownership

Page 28

Also included on CD



BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2015 _____

COUNCIL BILL NO. 26
 INTRODUCED BY COUNCIL
 MEMBER WILSON

AN EMERGENCY ORDINANCE CREATING A MORATORIUM ON THE
 ESTABLISHMENT OF NEW MARIJUANA CONSUMPTION ESTABLISHMENTS.

WHEREAS, the Englewood City Council received complaints concerning a business that is open to the general public and permits the burning, smoking, inhaling the vapors of, or otherwise consuming marijuana in any form on the premises of the business; and

WHEREAS, Council desires a six month moratorium on any future marijuana consumption establishments; and

WHEREAS, Licensing staff will work together with the Police Department and the Fire Marshal to evaluate this information and forward it on to the Englewood Liquor and Marijuana Licensing Authority for recommendations, and ultimately to City Council; and

WHEREAS, Community Development staff will work together with Licensing staff, the Police Department, and the Fire Marshal, to submit language addressing the proper zoning for marijuana consumption establishments to the Planning and Zoning Commission for recommendations and ultimately to City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT THERE SHALL BE A MORATORIUM ON THE ESTABLISHMENT OF NEW MARIJUANA CONSUMPTION ESTABLISHMENTS.

Section 1. An emergency is hereby declared requiring immediate passage of this Ordinance for the immediate preservation of the public property, health, peace and safety; it is hereby declared that an emergency exists and that this Ordinance shall take effect upon its final passage.

Section 2. The moratorium declares a six month moratorium on any marijuana consumption establishments. Marijuana consumption establishments shall mean an organization, business, club, or commercial operation that allows its members or guests to burn, smoke, inhale the vapors of, or otherwise consume marijuana in any form on the premises of the business.

Section 3. During said moratorium the City Council directs City staff to develop appropriate recommendations to Council, consistent with the Colorado Constitution and State regulations.

Section 4. The City Council finds the provisions of this Ordinance are temporary in nature and are intended to be replaced by subsequent legislative enactment so that the moratorium or temporary suspension as specified in this Ordinance shall terminate on January 21, 2016.

Introduced, read in full, and passed on first reading as an emergency Ordinance on the 15th day of June, 2015.

Published by Title as an emergency Bill for an Ordinance in the City's official newspaper on the 18th day of June, 2015.

Published as an Emergency Bill for an Ordinance on the City's official website beginning on the 17th day of June, 2015 for thirty (30) days.

Read by title and passed on final reading as an Emergency Ordinance on the 6th day of July, 2015.

Published by title in the City's official newspaper as Emergency Ordinance No. ____, Series of 2015, on the 9th day of July, 2015.

Published by title as an Emergency ordinance on the City's official website beginning on the 8th day of July, 2015 for thirty (30) days.

This Ordinance shall take effect immediately upon final reading on the 7th day of July, 2015.

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

COUNCIL COMMUNICATION

DATE: July 6, 2015	AGENDA ITEM: 10 a	SUBJECT: Public Hearing for Ordinance vacating The Greenwood Point "The Broadway" Planned Development
INITIATED BY: Community Development		STAFF SOURCE: Audra L. Kirk, Planner I

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council considered the ordinance for vacation of The Greenwood Point Planned Development at the first reading on May 18, 2015.

RECOMMENDED ACTION

Staff recommends that Council consider testimony during a Public Hearing on the vacation of the Greenwood Point Planned Development.

PROPOSED CHANGES

CH Greenwood Point Communities, LLC, the owners of the property since 2011, propose to update the communal club house and recreational facility, as well as construct a new amenity building. The proposed changes would be an administrative review under the current MU-R-3-B zone district requirements, however, due to its Planned Development status an amendment to the Planned Development is required, regardless of the scope of the change proposed. As an alternative, the owners propose to vacate the Planned Development and follow the MU-R-3-B regulations.

BACKGROUND

In 1972 the City established Planned Development (PD) regulations as an overlay that superimposed additional development regulations upon base zone districts. Planned Developments were required for all multi-family residential projects over four units. The purpose of the Planned Development was to permit and encourage diversification in the location of structures and the appropriate relationship of various uses. "Where a conflict occurs between an approved Planned Development and the regulations of the underlying zoning district, the approved Planned Development prevails except with regard to permitted uses, dwelling unit density, and off-street parking requirements", (Comprehensive Zoning Ordinance 22.4A-2 as amended by Ordinance No. 19, Series of 1981).

When The Greenwood Point Planned Development project was submitted in 1984 with an excess of four units, the R-3 zone district required a Planned Development. The Greenwood Point Planned Development was brought before the Planning and Zoning Commission on February 22, 1984. (The underlying zone district in 1984 was R-3, High Density Residential; today this is the MU-R-3-B zone district.) In 1984 the Comprehensive Zoning Ordinance (currently the Unified Development Code) had a density bonus of 70 units per acre for properties with a minimum of 42,000 s.f. of land. This bonus density would have allowed the property to build up to 1422 units. Under the current UDC, the MU-R-3-B zone district would allow

877 units, currently on the property there are 312 units. Vacating this property would reduce the potential of 1422 units to a maximum of 877.

In 1984 The Greenwood Point Planned Development met the dimensional requirements (height and setbacks) of the Comprehensive Zoning Ordinance. This is also true for meeting the dimensional requirements of the current Unified Development Code, see the chart below for 1984 and current dimensional requirements.

Requirement	1984 Code	Current Code	As-Built
Maximum lot coverage	35% Does not include garages and carports	75%	51.09% Includes garages and carports
Building Height	60'	60'	Approx. 35'
Density	1422 Units Allowed 70 units per dwelling with permitted density bonus	877 units	312 units
Parking	1.70 spaces per unit 530 total spaces	1.5 per unit 1 guest per 5 units 531 total spaces	598 total spaces

PLANNED DEVELOPMENT AMENDMENTS

- July 26, 1984 - reduced the number of buildings from 24 to 13 while increasing the number of dwelling units from 290 to 312.
- May 14, 1985 - an administrative amendment to the plan was granted for a change to Building 7 to accommodate engineering issues.
- October 8, 1985 - amendment to add a new tennis court.

In 1996, the Planned Development overlay district regulations were repealed and replaced with the Planned Unit Development (PUD) regulations. Pursuant to the PUD regulations: "Planned developments approved prior to July 1, 1996, are governed by the development plans and regulations of the underlying zone districts" (Englewood Municipal Code, 16-4-15, July 1996). The change to the PUD still requires that all amendments to Planned Developments go through the same steps as an amendment to a PUD, including a neighborhood meeting, Planning Commission public hearing and City Council public hearing and Ordinance approval.

CITY DEPARTMENT AND DIVISION REVIEW

The applicants attended two Development Review Team meetings in fall of 2014 to discuss the owner's desire to update the communal club house and add an additional building. In response to staff comments, the owners removed a proposed new residential building from the plan, but retained the new amenity building. At the DRT meetings, the owner and representatives were informed that an amendment to the Planned Development would be required for any future development. Alternatively, they could apply to vacate the Planned Development, and have future developments reviewed administratively under the regulations of the underlying MU-R-3B zone district.

SUMMARY

The 1984 Broadway Planned Development fully complied with the R-3 District requirements. The code requiring the Planned Development zoning no longer exists in the Unified Development Code, therefore, if submitted today this project could be reviewed and approved administratively.

The overlay of a Planned Development adds time and expense to a property owner because any development change requires an amendment to the Planned Development, including a public hearing with the Planning Commission and a public hearing and ordinance approval by City Council. Allowing future development to be reviewed under the requirements of the base zone district would be consistent with the reviews for other properties in the City, except those under a PUD.

FINANCIAL IMPACT

There is not direct financial impact to the City.

LIST OF ATTACHMENTS

Planning and Zoning Commission Staff Report
Planning and Zoning Commission Minutes
Planning and Zoning Commission Findings of Fact
Bill for Ordinance



CITY OF ENGLEWOOD
COMMUNITY DEVELOPMENT

TO: Planning and Zoning Commission
THRU: Michael Flaherty, Deputy City Manager
Chris Neubecker, Senior Planner, Community Development
FROM: Audra L. Kirk, Planner 1
DATE: April 21, 2015
SUBJECT: **Case ZON2015-002** - Public Hearing
Greenwood Pointe PD Amendment/Vacation ("the Broadway")

APPLICANT:

Kimley-Horn & Associates
990 South Broadway
Suite 200
Denver, CO 80209

PROPERTY OWNERS:

Colrich, LLC
Jose Ruiz de Chavez
444 West Beech Street
Suite 300
San Diego, CA 92101

PROPERTY ADDRESS:

5312 South Broadway Circle

REQUEST:

The applicant request that the Planning and Zoning Commission consider the vacation of The Broadway Amendment Planned Development.

RECOMMENDATION:

The Department of Community Development recommends that the Planning and Zoning Commission approve the vacation of The Broadway Amendment Planned Development, with no conditions.

LEGAL DESCRIPTION:

See Attached

ZONE DISTRICT:

PD, Planned Development

MU-R-3-B, Mixed use medium to high density residential and limited office, (underlying zone district).

PROPERTY LOCATION AND SURROUNDING LAND USE:

The subject property of this PD is located at the southeast boundaries of the City of Englewood, at South Broadway and South Broadway Circle. Areas to the north and east are with the cities of Littleton and Greenwood Village and are mostly residential in nature. Surrounding areas to the west and south are within the City of Englewood city limits and are zoned MU-B-2, a mixed use business district. The properties in the MU-B-2 zone district are currently and historically used as auto sales lots.

BACKGROUND:

In 1972 The City established Planned Development (PD) regulations as an overlay that superimposed additional development regulations upon base zone districts. At that time, development in the R-3 zone district of four or more units required a PD. The Broadway PD was brought before the Planning and Zoning Commission on February 22, 1984. The underlying zone district was R-3, High Density Residential, today this is the MU-R-3-B zone district. In 1984 this development would have met the dimensional requirements of the Comprehensive Zoning Ordinance. This is also true for meeting the dimensional requirements of the current Unified Development Code, for example: setbacks, height, density, etc).

An amendment to the PD was filed July 26, 1984 to reduce the number of buildings from 24 to 13 while increasing the number of dwelling units from 290 to 312. The amendment to the PD was approved. On May 14, 1985 an administrative amendment to the Plan was granted for Building 7. The amendment was to accommodate engineering problems with the building. October 8, 1985 an amendment to the plan was submitted to add a new tennis court. All of the aforementioned amendments could have been approved administratively, had a PD not been required.

In 1996 the PD overlay district regulations were repealed and replaced with the Planned Unit Development (PUD). Pursuant to the PUD regulations: "PD developments approved prior to July 1, 1996, shall continue to be governed by the respective development plans and regulations of the underlying zone districts."

The owners of the property would like to update the communal club house and recreational facility, as well as construct a new amenity building. The proposed changes would be an administrative review under the current MU-R-3-B zone district requirements. However, due to the required original PD of 1984, a formal request is required for this change and any other change, regardless of the scope of work.

NEIGHBORHOOD MEETING SUMMARY:

Pursuant to the Unified Development Code PUD procedure, the applicant conducted a neighborhood meeting on Wednesday, February 25, 2015, prior to submitting the PUD application. Notice of the pre-application meeting was mailed to owners and tenants of property located within 1000 feet of the proposed PD property. A meeting summary is attached (See Exhibit A).

CITY DEPARTMENT AND DIVISION REVIEW:

The applicants had a two Development Review Team meetings in fall of 2014. The DRT meetings were to discuss the owner's desire to update to communal club house and add an additional building. The owner and representatives from Kimley-Horn were told at those meetings that an amendment to the PD would need to happen for any future development to take place, or they could apply to vacate the PD, and have future developments reviewed administratively under the regulations of the underlying zone district.

SUMMARY:

The PD was required due to code requirement that any development four or more units be developed under the PD process. The 1984 development fully complied with the R-3 District requirements. These code requirements no longer exist.

The overlay PD adds time and expense to the property owner because any development change would require an amendment to the PD. Allowing future development to be reviewed under the requirements of the base zone district would be consistent with the reviews for most other properties in the City.

ATTACHMENTS:

Exhibit A: Legal Description

Exhibit B: February 25, 2014 Neighborhood Meeting Summary

Exhibit C: Greenwood Point Apartments Planned Development Amendment Application -
Written Statement

Exhibit D: The Broadway PD ALTA/ACSM La

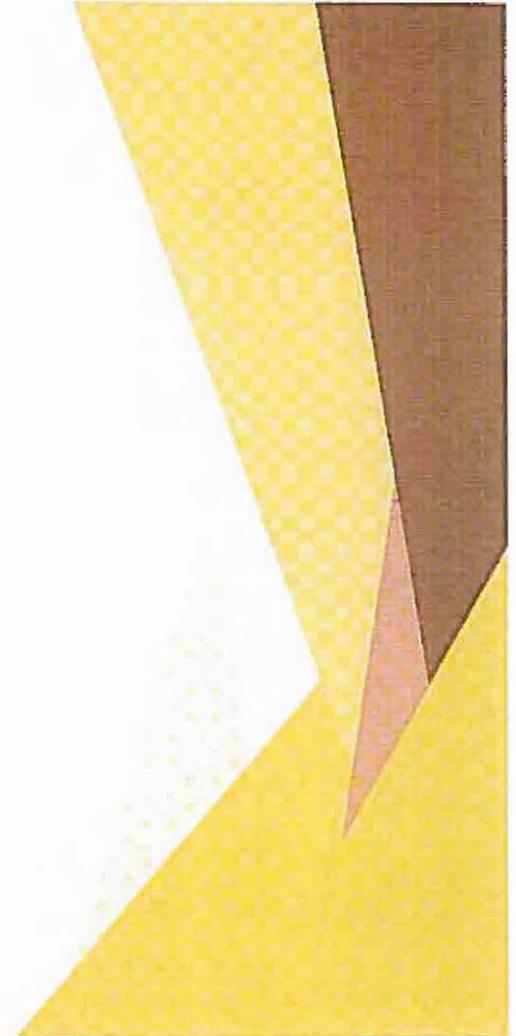


GREENWOOD POINT

PLANNED DEVELOPMENT AMENDMENT TO VACATE

ColRich Background

- ▶ Founded in San Diego in 1977
- ▶ Family Owned Business
- ▶ Generations of Excellence
- ▶ Attention to Detail
- ▶ Design Minded
- ▶ Improves the Surrounding Neighborhood



ColRich in Colorado

Property	City	Date Acquired
Greenwood Point	Englewood	11/30/2011
Alta Springs	Denver	12/22/2011
Dayton Crossing	Denver	9/25/2012
Woodstream Village	Denver	9/25/2012
Village Creek	Westminster	12/4/2012
Conifer Creek	Aurora	7/25/2013
Lakeview Towers	Lakewood	8/29/2013
Sandpiper	Westminster	2/12/2015
The Lodge	Denver	4/21/2015

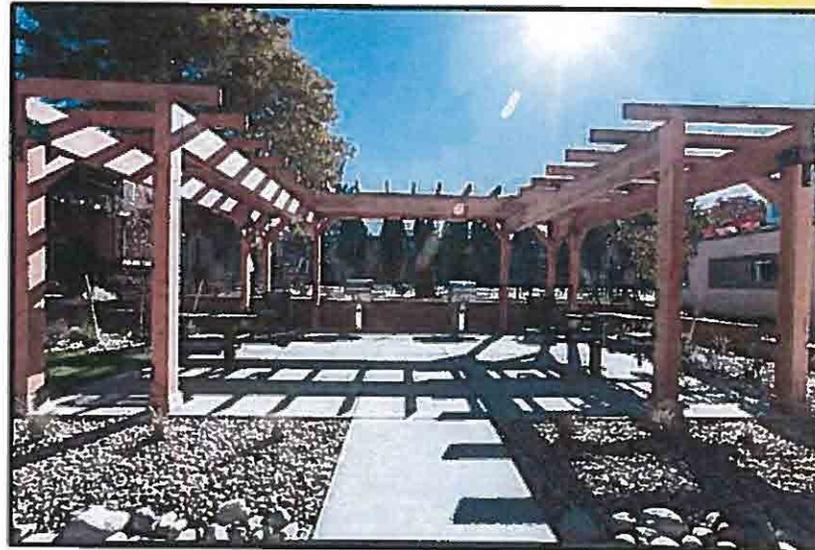
Rockledge at Bear Valley

Lakewood



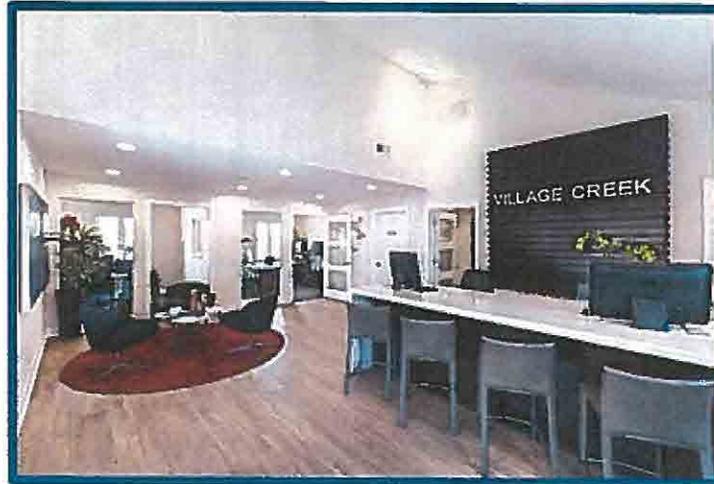
Rockledge at Bear Valley

Lakewood



Village Creek

Westminster



Village Creek

Westminster

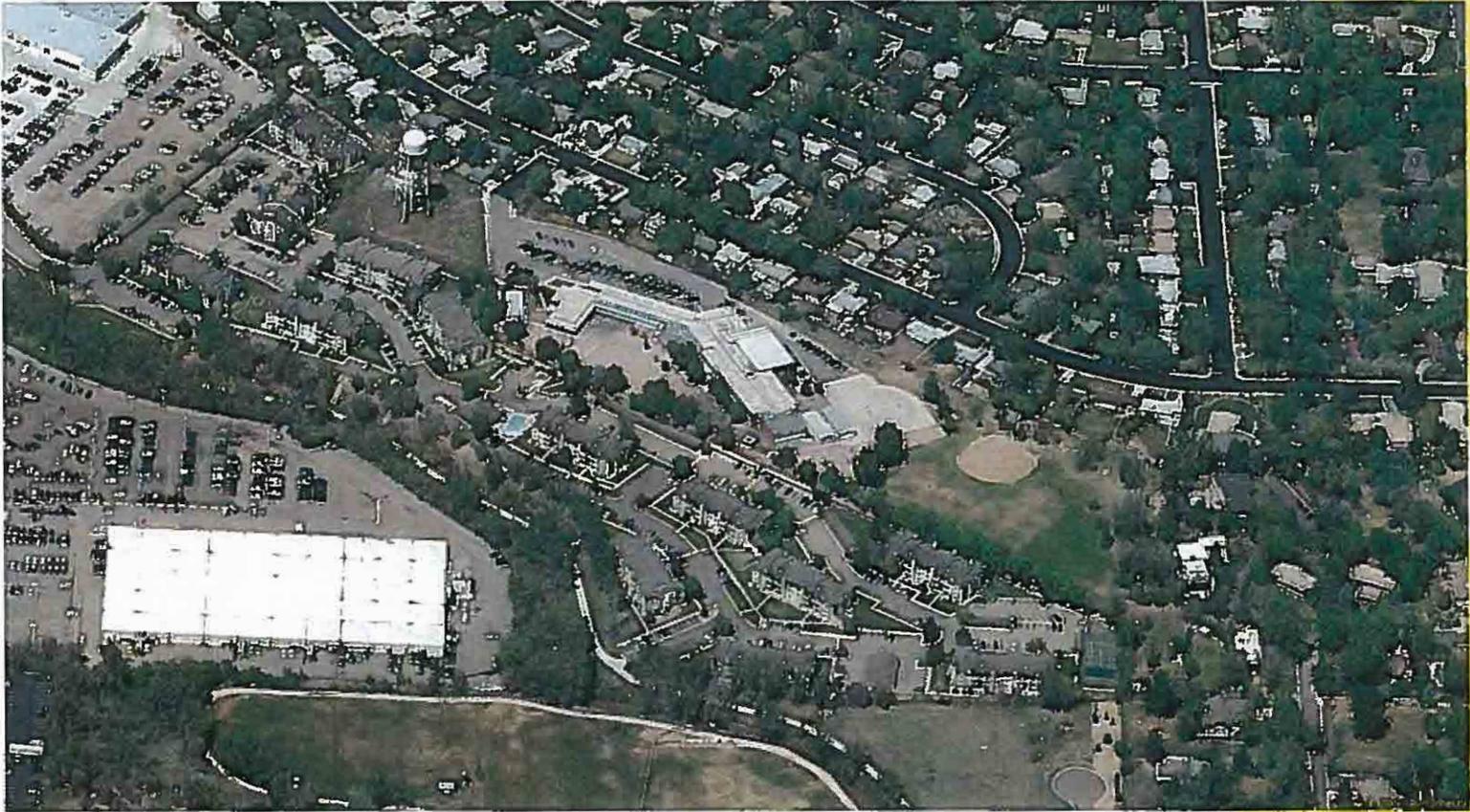


Conifer Creek

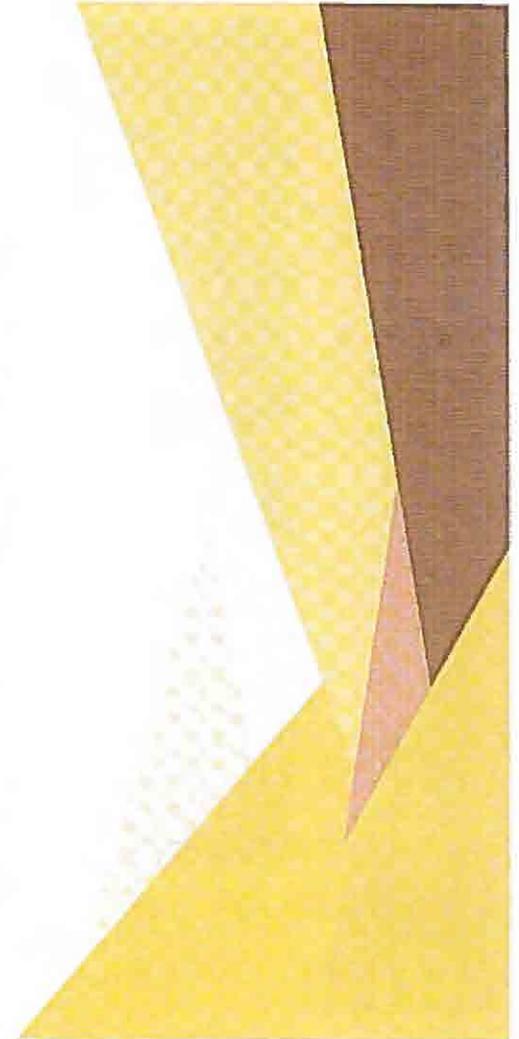
Aurora



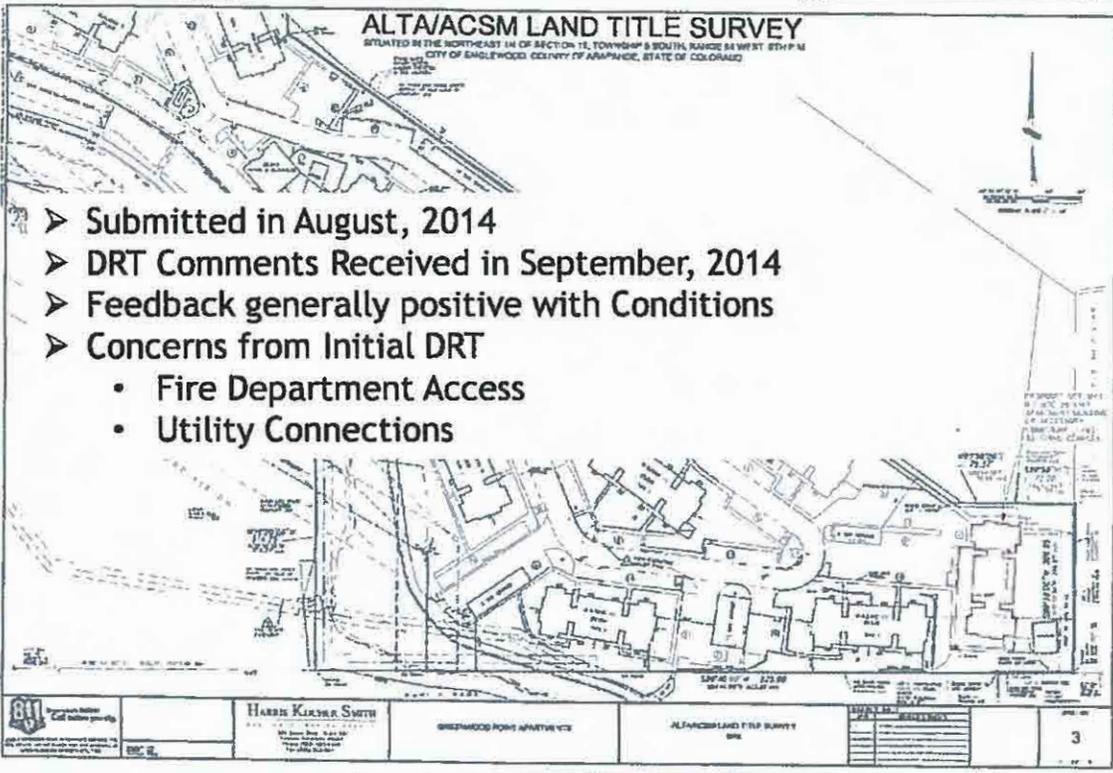
Existing Site



Location within Community



Initial DRT Review

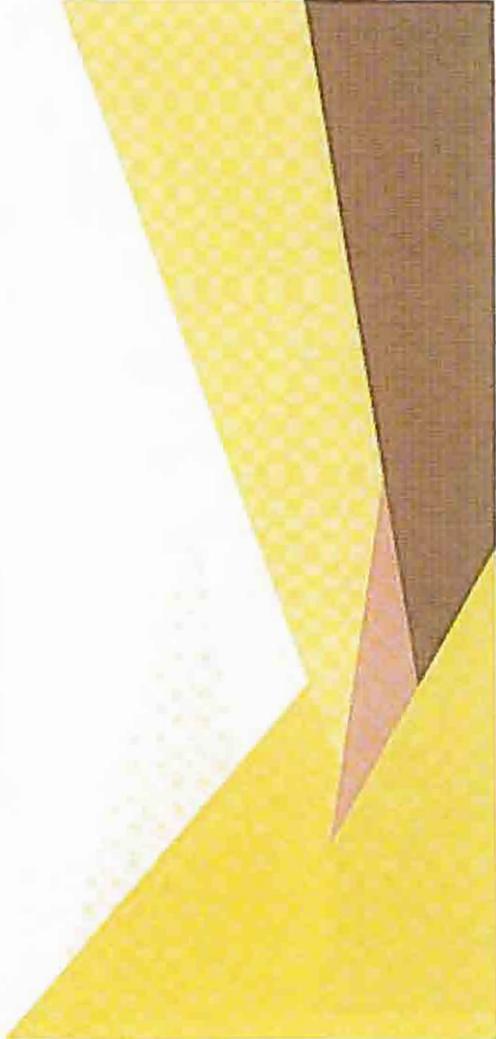


ALTA/ACSM LAND TITLE SURVEY
SITUATED IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 86 WEST, 8TH P.M.
CITY OF ENGLEWOOD, COUNTY OF ARAPAHO, STATE OF COLORADO

- Submitted in August, 2014
- DRT Comments Received in September, 2014
- Feedback generally positive with Conditions
- Concerns from Initial DRT
 - Fire Department Access
 - Utility Connections

HARRIS KIRBY SMITH
Surveyor
100 South Broadway, Suite 100
Englewood, CO 80110
Phone: 303-733-1111
Fax: 303-733-1112

GREENWOOD POINT APARTMENTS
ALFANCO LAND TRUST
3



Proposed Upgrade



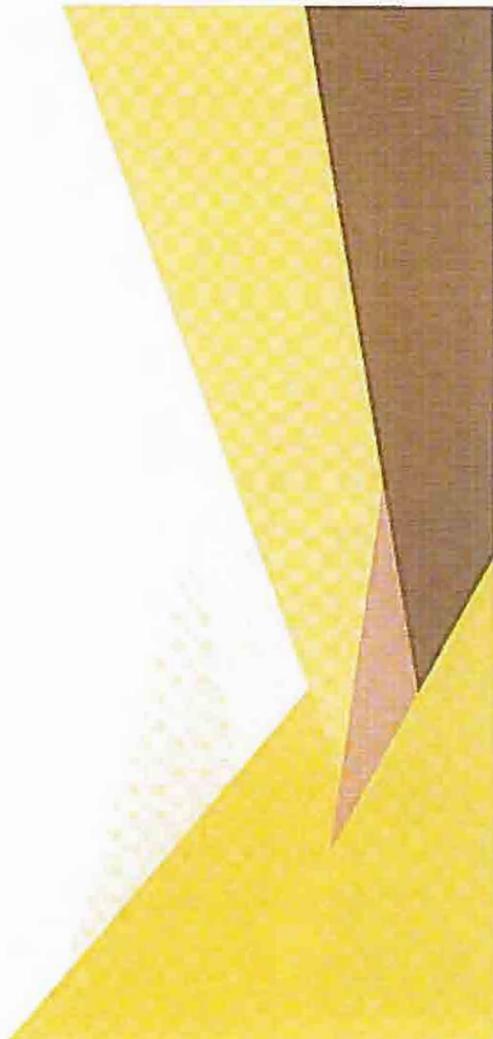
GREENWOOD POINT



1/4" = 1' - 0"
SITE PLAN
1

R
Rush
Multifamily

100 25 00
S. PALM BLVD
MIAMI, FL 33131



Greenwood Point

MU-R-3-B Zoning Code Analysis

Table 1: Density

Units Based on Lot Area	
Current	Max Allowed
312	*877
16 Units/Acre	43 Units/Acre

*Per Englewood Municipal Code 16-6-1, MU-R-3-B District

Table 2: Parking Comparison

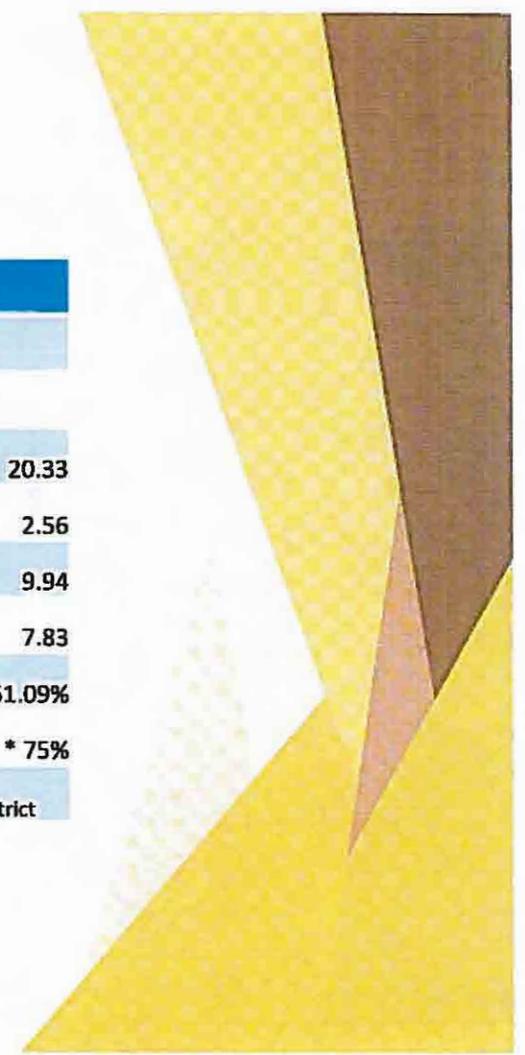
Parking by Code	
Occupant: 1.5/Unit*	312 x 1.5 = 468
Guest: 1/ 5 Units*	312 / 5 = 63
Total Required =	531
Current Total =	528 Uncovered & 70 Enclosed

*Per Englewood Municipal Code Table 16-6-4.1

Table 3: Lot Coverage

Surface	Area	
	SF	AC
Total:	885,372.78	20.33
Roof:	111,403.30	2.56
Green Space:	433,039	9.94
Hardscape:	340,930.48	7.83
Lot Coverage:		51.09%
Max Lot Coverage:		* 75%

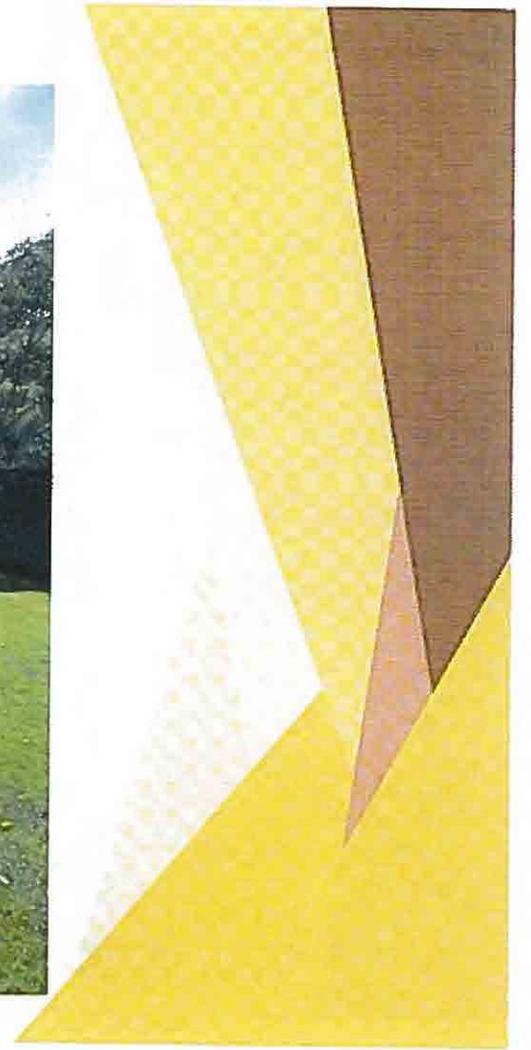
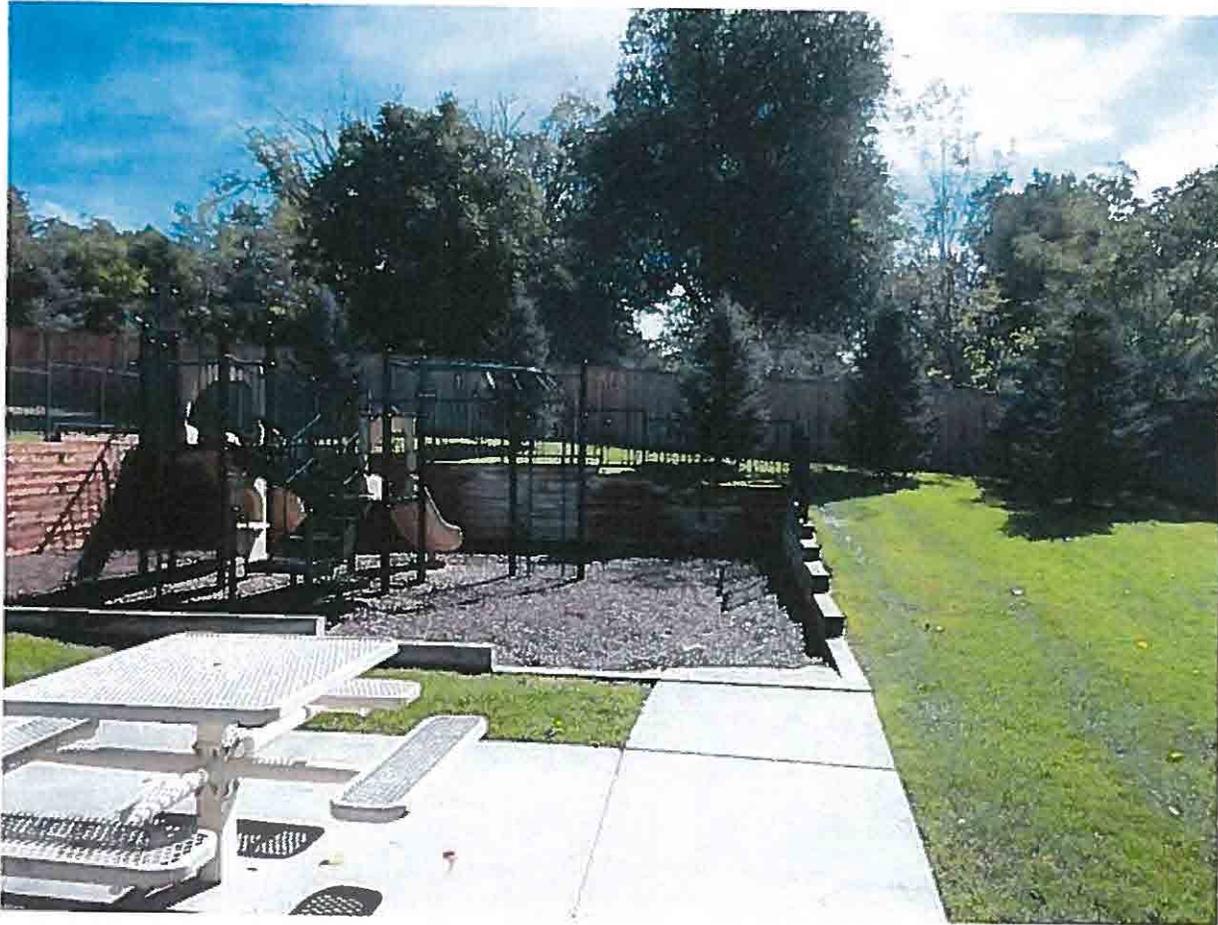
*Per Englewood Municipal Code 16-6-1, MU-R-3-B District



Thank you!













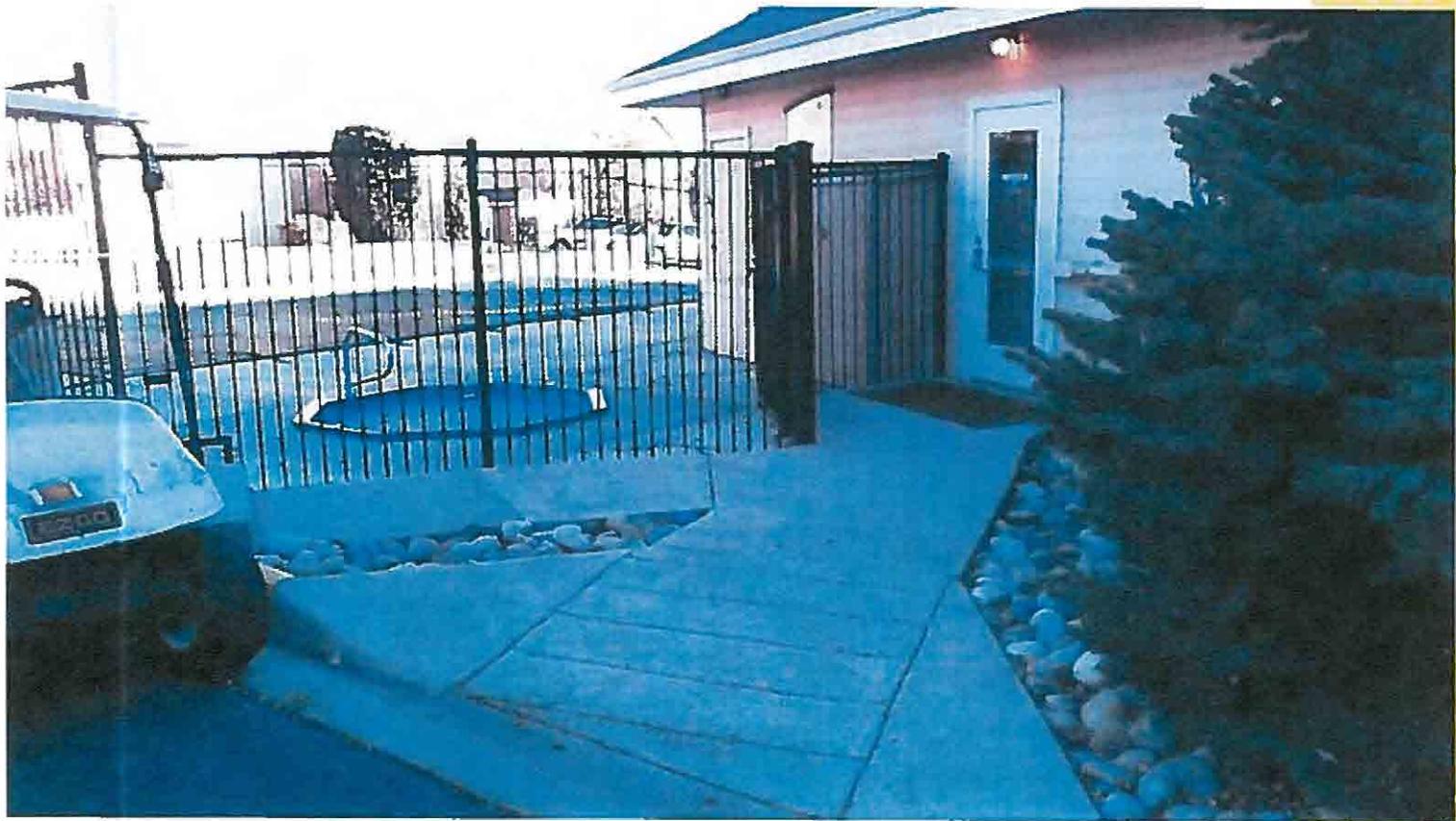


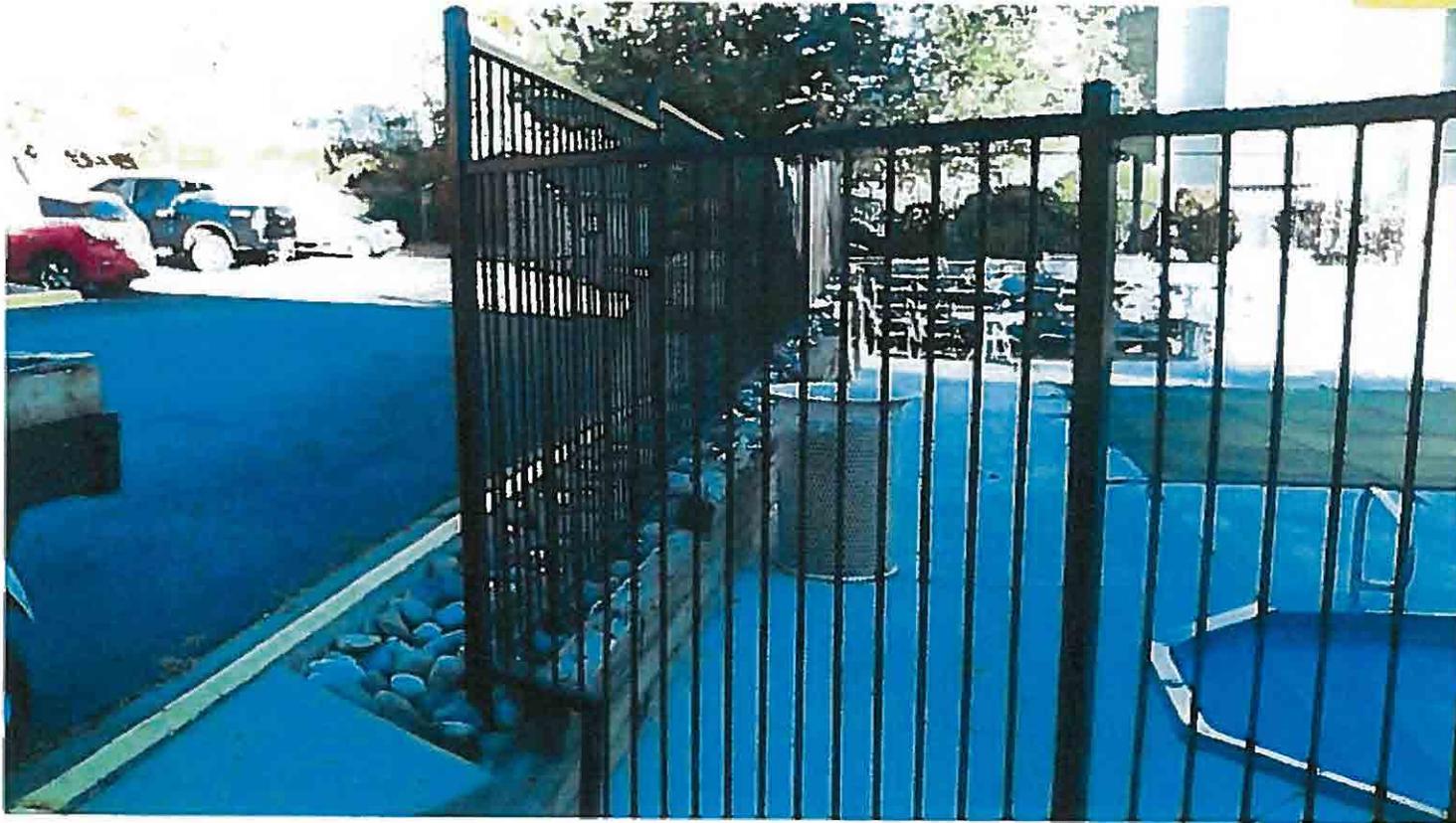




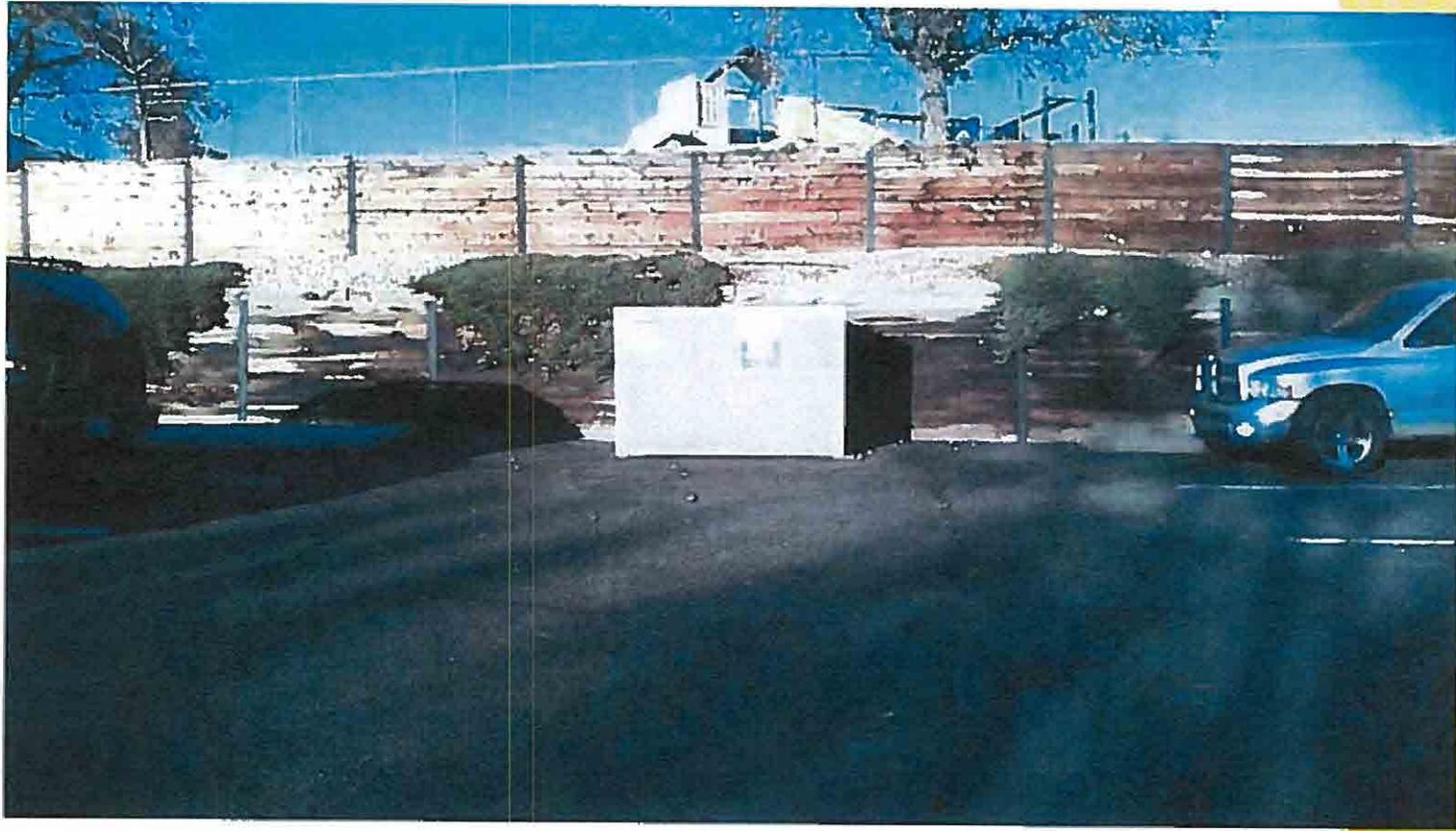








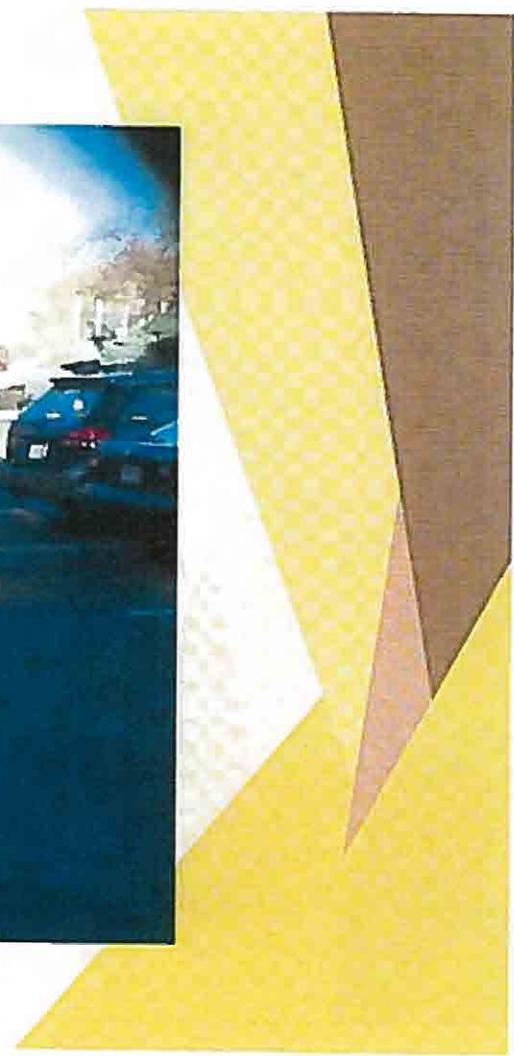


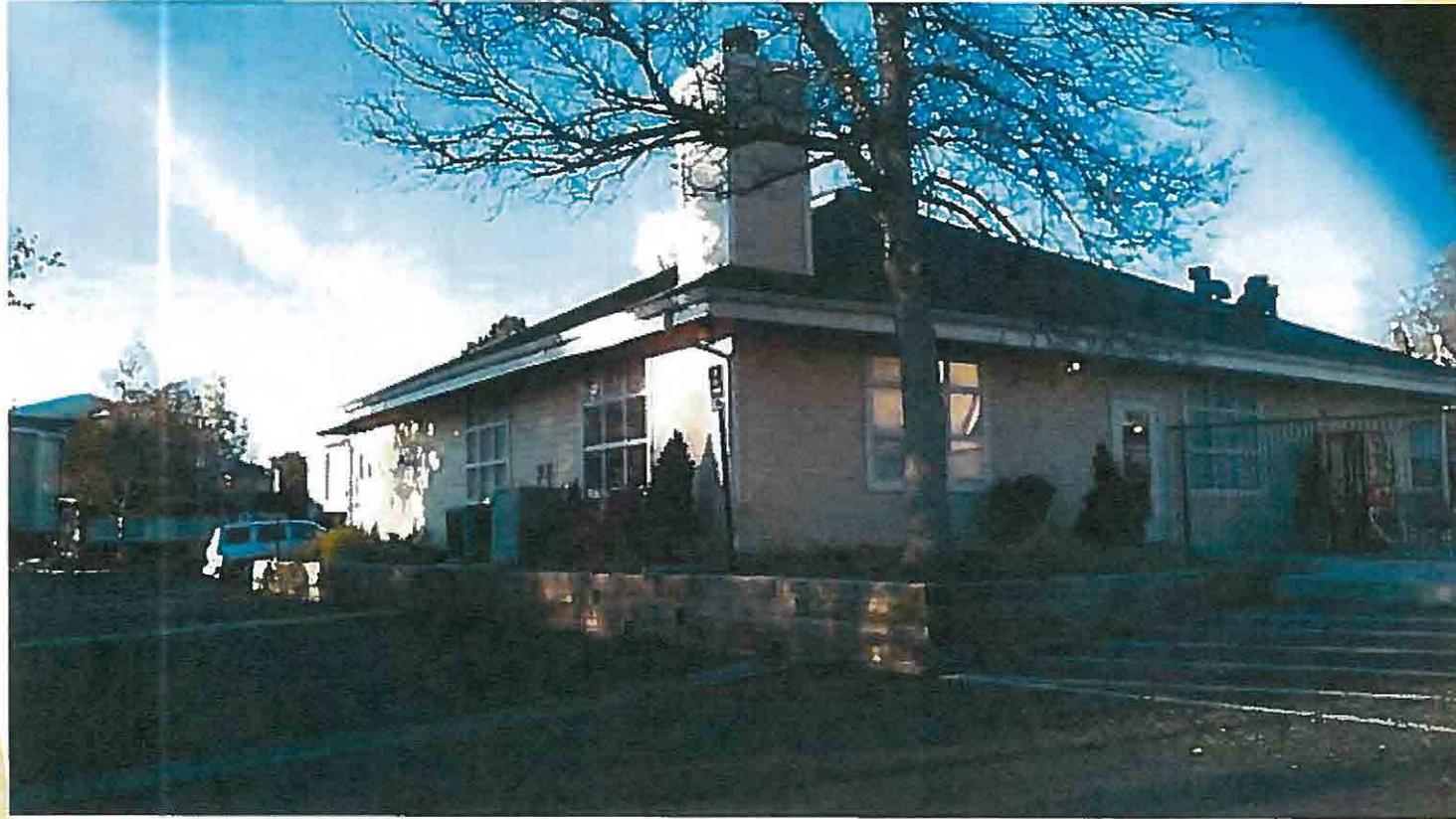












CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION
REGULAR MEETING
COMMUNITY ROOM/CITY COUNCIL CHAMBERS
APRIL 21, 2015



I. CALL TO ORDER

The regular meeting of the City Planning and Zoning Commission was called to order at 6:00 p.m. in the Community Room of the Englewood Civic Center, Chair Fish presiding.

Present: Bleile, Brick, King, Kinton, Knoth (arrived 6:29), Madrid, Townley, Fish, Pittinos (arrived 6:09),

Absent: Freemire (Excused)

Staff: Mike Flaherty, Deputy City Manager/Interim Community Development Director
Chris Neubecker, Senior Planner
Harold Stitt, Senior Planner
John Voboril, Planner II
Audra Kirk, Planner I
Dugan Comer, Deputy City Attorney

Also Present: Brad Meighen, Logan Simpson
Kristina Kachur, Logan Simpson
Brian Valentine, Kimley-Horn Associates
Adam Harrison, Kimley-Horn Associates



II. STUDY SESSION Englewood Comprehensive Plan Update

Harold Stitt, Senior Planner, shared the updated schedule of public meetings and a map with 13 neighborhood areas identified in the City. The neighborhood areas are designated to assist with small area planning as well as to identify needs specific to that area.

The next two Planning and Zoning Commission meetings will include a study session to examine the various neighborhood areas. The neighborhood assessments will result in strategy and implementation recommendations. Mr. Meighen explained that by examining the City at a neighborhood area level, there will be more guidance for staff in the Comprehensive Plan when evaluating new development for suitability.



Mr. Meighen outlined the various qualities that will be evaluated in each neighborhood. He used the Bates Logan neighborhood to illustrate the criteria that will be used to identify strengths, weaknesses and opportunities in each of the neighborhood areas. As an example of a catalyst in a neighborhood, he pointed out a school property that may be

available for redevelopment in the future and suggested that parcel may be an opportunity to rezone in order to determine what that possible redevelopment could be.

Discussion continued regarding the merits of changing zoning in some areas to encourage higher density and commercial enterprises. It was determined that the possibility of changing zoning from Sherman Street to Logan Street between Yale and Hampden will be presented at the community meeting for the area. Mr. Voboril added that feedback obtained from the community concerning the potential redevelopment of former school sites indicates a preference for more senior housing.

Mr. Stitt and Mr. Meighen encouraged the Commissioners to comment on the draft of Neighborhood Assessment document.

Note: After a brief break, the Commissioners moved to City Council Chambers for the remainder of the meeting and public hearing.



III. APPROVAL OF MINUTES

- April 7, 2015 Minutes

Knoth moved:

Bleile seconded: TO APPROVE THE APRIL 7, 2015 MINUTES

Chair Fish asked if there were any modifications or corrections. There were none.

AYES: Bleile, Brick, King, Kinton, Knoth, Madrid, Townley, Fish

NAYS: None

ABSTAIN: None

ABSENT: Freemire

Motion carried.



IV. FINDINGS OF FACT CASE #2015-01 ADMINISTRATIVE ADJUSTMENTS & VARIANCES

Knoth moved;

Bleile seconded:

TO APPROVE THE FINDINGS OF FACT CASE #2015-01 ADMINISTRATIVE ADJUSTMENTS & VARIANCES AND FORWARD TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION.

AYES: Bleile, Brick, King, Kinton, Knoth, Madrid, Townley, Fish

NAYS: None

ABSTAIN: None

ABSENT: Freemire

Motion carried.



V. PUBLIC HEARING CASE #ZON2015-002 VACATION OF PLANNED DEVELOPMENT, GREENWOOD POINT APARTMENTS/AKA "THE BROADWAY"

Knoth moved;

King seconded: TO OPEN THE PUBLIC HEARING FOR CASE #ZON2015-002 VACATION OF PLANNED DEVELOPMENT, GREENWOOD POINT APARTMENTS/AKA "THE BROADWAY"

AYES: Bleile, Brick, King, Kinton, Knoth, Madrid, Townley, Fish
NAYS: None
ABSTAIN: None
ABSENT: Freemire

Motion carried.



STAFF PRESENTATION

Audra Kirk, Planner I, was sworn in. Ms. Kirk reviewed the applicant's request and the history of the property. The application is to vacate the Planned Development (PD) on the property at 5312 Broadway Circle, Englewood, Colorado, known as the Greenwood Point Apartments. Ms. Kirk clarified that the property owner is CH Greenwood Point LLC, and not Colrich (which manages the property).



The vacation of the PD would result in the property reverting to the underlying zoning, MU-R-3-B without development restrictions other than what currently exists in the Unified Development Code. The prior amendments to the PD were reviewed. If the PD is vacated, new development could be reviewed and approved administratively.



Ms. Townley asked about the difference in density between the former R3 zoning and the current MUR-3-B. Ms. Kirk responded that they are the same.



Mr. Bleile asked if the current site building, size, density and parking are below the current development requirements. Ms. Kirk responded that they are well below current regulations that could be approved administratively.



Mr. Fish asked how many PDs are located in the City. Ms. Kirk responded that there are 20 other properties governed by PDs. Mr. Fish asked if they are similar types of properties to the one being addressed by the public hearing.



Chris Neubecker, Senior Planner, was sworn in. Mr. Neubecker explained that there 20 PDs scattered throughout the City. Mr. Neubecker was unfamiliar with the original creation of the PD process. The PD process is no longer in the code. The PD process

creates an overlay and does not affect the underlying zoning as opposed to a PUD that changes the zoning for a particular process. Discussion continued regarding the purpose of Planned Developments.



Mr. Fish inquired about the boundaries of the property. Ms. Kirk reviewed the map of the area illustrating the boundaries and the adjoining properties. The parcel is adjoining to Greenwood Village, Littleton and unincorporated Arapahoe County.



The vacation of the PD would not create any non-conforming uses. Vacation of the PD would not change the underlying MUR-3-B zoning. The parcel would no longer be subject to the requirements of a public hearing to make changes within the development.



Ms. Kirk explained that the applicant is proposing to build a new amenity building. With the vacation of the PD, issues such as setbacks, height and other regulations per the UDC (Unified Development Code) for the zone district MUR-3-B would apply to any future development on the property.



APPLICANT TESTIMONY

Brian Valentine, Kimley-Horn, 990 South Broadway Suite 200, Denver, CO, was sworn in. Mr. Valentine thanked the Commissioners for the opportunity to present their case. Mr. Valentine represents Colrich, the property owners. He reviewed the history and other properties owned by Colrich in both the Denver metro area and nationally. He has worked on several properties that have undergone improvements after they were purchased by Colrich.



Mr. Valentine reviewed the property via a PowerPoint presentation. Through the review process with the City, it was determined that there are several barriers to adding an additional residential building at the east property line due to fire access requirements and constraints with utility service.



At this time, the owners are considering adding an amenity building, expanding the pool deck and remodeling the existing clubhouse. He stated that after meeting with neighboring residents, the developer may be willing to adopt a development agreement that would restrict building height on the east end of the property that is adjacent to Greenwood Village. Any such agreement would be a permanent condition recorded with the land.



Mr. Brick clarified that the Commission is not ruling on the merits of the buildings or amenities; he also asked about the financial impact of the PD on the property owner. Mr. Valentine confirmed that they are only seeking to vacate the PD and that the cost of bringing changes to the PD to the Commission are approximately \$10,000-\$20,000, which includes consultant expenses related to the public meetings, preparation for hearings and preparation of renderings.

Mr. Bleile asked what the new building would be used for; Mr. Valentine responded that it will be a fitness center. Mr. Bleile asked if the developer has intentions to sell the property; Mr. Valentine replied that the company generally holds properties for long term investment.

Mr. King inquired about the potential development agreement and the possibility of a height restriction on the east end of the property. Mr. Valentine offered that the details have not been established. Mr. King asked about the current building heights; Mr. Valentine responded that they are approximately 60 feet in conformance with the MUR-3-B regulations.


PUBLIC TESTIMONY

Todd Biggs, 6 Sunset Lane, Greenwood Village, was sworn in. Mr. Biggs' property adjoins the Greenwood Point Apartments property. He expressed concern about changes being made to the property without public review. His concern is about future development and building height on the far east end of the property. Mr. Bleile asked how Mr. Biggs' property would be affected should a building be constructed where the tennis courts and dog park are located. Mr. Biggs responded that his privacy and views would be affected.


Andy Buettner, 7 Sunset Lane, Greenwood village, was sworn in. Mr. Buettner is concerned about potential development on the east end of the Greenwood Point Apartments property.

He is appreciative of the willingness of the developer to consider a development agreement.


Debbie Perry-Smith, 5475 South Clarkson Street, Greenwood Village, was sworn in. She presented an e-mail that was written by Greenwood Village City Councilman Jerry Presley who was unable to attend the public hearing. A copy was received for the record. She is in agreement with the previous testimony by Mr. Biggs and Mr. Buettner.


Mary O'Brien, 5548 South Washington Street, Littleton, was sworn in. She is opposed to development at the east end of the property.


REBUTTAL

Ms. Kirk responded to the question regarding the costs related to amendments to the PD; in addition to the costs outlined by Mr. Valentine it would cost the applicant \$1,000 in fees to apply for a PD amendment.

Ms. Townley asked Ms. Kirk if the developer would still be required to go through the Development Review Team process should the PD be vacated. Ms. Kirk responded that although the Development Review Team process is not mandatory for projects, it is highly encouraged as a valuable tool to address issues related to the development prior to formal submittal.

Mr. King asked about the review process; Ms. Kirk responded that plans can be submitted without going through the Development Review Team process but it would potentially take longer for the approval process if they had not previously been reviewed.



Mr. Fish asked if applicants propose ideas that may not be feasible would the Development Review Team offer feedback. Ms. Kirk responded that the Development Review Team consists of members of various departments including Public Works, Utilities, Fire, Building Division, Traffic, Wastewater as well as Community Development. If there are issues with the plan, comments are provided to the applicant.

Mr. Bleile asked if vacating the PD would require a full Building Department permit review for future alterations to the property. Ms. Kirk responded that any permit would be subject to review for compliance with the UDC. Mr. Bleile asked if the current PD includes a height and density restriction. Ms. Kirk replied that the current PD has density and height limits of 60' (sixty feet). The density included in the current PD plan has a density bonus that would allow for greater density than the underlying MUR-3-B zoning.



Mr. Kinton asked if any precedence exists for vacating Planned Developments. He asked if there is a process to continue with notification and public input into further development. Ms. Kirk replied that there is not; that was the function of the PD.



Mr. Madrid asked about the previously mentioned developer's agreement. Ms. Kirk responded that the issue just became known prior to the public hearing.



Mr. King asked if it is practical to develop the section of the property in question. Ms. Kirk indicated that it is permissible from a zoning standpoint but she could not comment on the opinion of other City departments.



Mr. Bleile asked if the PD limits the development with regards to heights and density. Mr. Valentine responded that the underlying zoning dictates the height and density of the development.



Ms. Townley asked if the company has any other properties that have development agreements. Mr. Valentine responded that they do have one in Denver that is being developed with height limits with waivers.



Mr. King asked Ms. Kirk if additional documentation exists for the PD. Ms. Kirk replied that there is not.



Brick moved;

Knott seconded: TO CLOSE THE PUBLIC HEARING FOR CASE #ZON2015-002
VACATION OF PLANNED DEVELOPMENT GREENWOOD POINT
APARTMENTS/AKA THE BROADWAY.

AYES: Bleile, Brick, King, Kinton, Knoth, Madrid, Townley, Fish
NAYS: None
ABSTAIN: None
ABSENT: Freemire

Motion carried.



Bleile moved;

King seconded: TO APPROVE CASE #ZON2015-002 VACATION OF PLANNED DEVELOPMENT GREENWOOD POINT APARTMENTS/AKA THE BROADWAY AS PRESENTED BY STAFF WITH A FAVORABLE RECOMMENDATION TO CITY COUNCIL.



Discussion

Mr. Brick reminded the Commissioners that the task is to decide whether or not to vacate the Planned Development. The Commissioners discussed the difference between a Planned Development (PD) and a Planned Unit Development (PUD).



Mr. Kinton commented on the unique location and features of the subject property with regards to being a good neighbor to adjacent jurisdictions.



Mr. Knoth stated that he feels this process is eliminating the need for time and resources to bring development issues to the Commission.

Vote:



Bleile – By reverting back to the base district zoning, it allows for pro-development, lower cost of ownership that may be passed on to tenants; we want to make doing business with Englewood easier, prevents large increases in density.

Brick – The original PD was perhaps created to be able to review the property. The Englewood Comprehensive Plan states that Goal 1, Objective 1.5 – shape the region pattern of growth and development by buffering and defining communities and 1.6 – protect prominent visual features such as the Rocky Mountain Front Range and the South Platte River corridor. There has been a history of solid cooperation between Englewood and Greenwood Village. Because of the ambiguity of the PD document, he votes no because he believes the public should have input.

King – Yes, continuing to require the landowner to amend the PD could negatively affect the property due to the costs involved with requesting a change. His recommendation is that the owner and the owner of the adjacent properties reach an agreement prior to the City Council decision on the matter.

Kinton – Mr. Kinton concurs with Mr. Brick; we should take our neighbors into consideration. He is also concerned about voting for something that reduces the public process and public input. He is sympathetic to the applicant for the costs involved, but without precedent he votes no.

Knoth – Yes, the requirement that the applicant submit to a public hearing is not in the best interest of our City.



Madrid – Yes, based on the testimony he does not see any additional gain in height or setbacks between keeping the overlay vs. the MUR-3-B zoning. The current administrative review process is adequate for this property. He also agrees that a developer agreement would be appropriate. If the developer chooses to increase density it will be in accordance with the City's goals. His vote is to remove the PD overlay.

Townley – Yes, although the current PD provides a process, it also creates barriers to development and improving the housing stock within Englewood. A developer agreement would be the right thing to do and would be a good thing to have in place prior to the City Council meeting.



Fish – Agrees with the Commissioners who voted yes. He believes the Comprehensive Plan is very clear in its intent of Revitalization, Redevelopment and Reinvention that can only be implemented with flexibility to allow developers to change their properties appropriately.

AYES: Bleile, King, Knoth, Madrid, Townley, Fish
NAYS: Brick, Kinton
ABSTAIN: None
ABSENT: Freemire

Motion passes.

VI. PUBLIC FORUM

No members of the public had comment for the Commission.

VII. ATTORNEY'S CHOICE

Deputy City Attorney Comer did not have any comments for the Commission.

VIII. STAFF'S CHOICE

Mr. Neubecker reminded the Commissioners that the meetings on May 5th and May 19th will begin at 6:00 p.m. to discuss the Comprehensive Plan.

VIII. COMMISSIONER'S CHOICE

The Commissioners did not have any further comments.

The meeting adjourned at 8:50 p.m.

/s/ Julie Bailey, Recording Secretary

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION

IN THE MATTER OF CASE #ZON2015-002)
GREENWOOD POINT PLANNED)
DEVELOPMENT VACATION)
FINDINGS OF FACT,)
CONCLUSIONS AND)
RECOMMENDATIONS RELATING) FINDINGS OF FACT AND
TO THE UNIFIED DEVELOPMENT CODE) CONCLUSIONS OF THE
) CITY PLANNING AND
) ZONING COMMISSION
INITIATED BY:)
Kimley-Horn Associates)
CH Greenwood Point LLC, Owner)
4747 Morena Blvd. #100)
San Diego, CA 92117)

Commission Members Present: Bleile, Brick, King, Kinton, Knoth Madrid, Townley, Fish

Commission Members Absent: Freemire

This matter was heard before the City Planning and Zoning Commission on April 21, 2015, in the City Council Chambers of the Englewood Civic Center.

Testimony was received from staff, the applicant and members of the public. The Commission received notice of the Public Hearing, the Staff Report, and a copy of the proposed change to the Greenwood Point Planned Development which were incorporated into and made a part of the record of the Public Hearing.

After considering the statements of the witnesses and reviewing the pertinent documents, the members of the City Planning and Zoning Commission made the following Findings and Conclusions.

FINDINGS OF FACT

1. THAT the Public Hearing on Case ZON2015-002, Vacation of the Planned Development at 5312 Broadway Circle, also known as the Greenwood Point Apartments (AKA "The Broadway"), was brought before the Planning and Zoning Commission by the Department of Community Development, a department of the City of Englewood.
2. THAT notice of the Public Hearing was published in the Englewood Herald on April 9, 2015, Notice of the Public Hearing was on the City of Englewood website from April 14, 2015 to April 21, 2015.

3. THAT the Staff report was made part of the record.
4. THAT a Public Meeting was held on February 25, 2015, and that notice of the Public Hearing was mailed to owners and tenants of the property located with 1000 feet of the subject property.
5. THAT testimony was received from the public at the Public Hearing.
6. THAT the applicant met with the City Development Review Team twice in the fall of 2014.
7. THAT the property is adjoining to multiple jurisdictions: Greenwood Village, Littleton and Unincorporated Arapahoe County.
8. THAT the applicant proposes to vacate the Planned Development overlay in order to allow flexibility for development of the property.
9. THAT the original Planned Development requirement for development of four or more units is no longer included in the Unified Development Code.
10. THAT the underlying zoning of the property is MUR-3-B and the regulations as such will apply to any future development of the property.
11. THAT the Planned Development overlay requires a formal request and public process in order to make amendments to the approved plan, which creates a financial burden on the property owner.

CONCLUSIONS

1. THAT the proposed vacation of the Planned Development overlay will allow changes to the development to be approved administratively by applying the regulations contained in the Unified Development Code for the MUR-3-B zone district.
2. THAT by vacating the Planned Development overlay, the property owner will have greater flexibility to improve the property.
3. THAT the property owner will be spared additional expenses related to the property by having further development reviewed and approved administratively.
4. THAT the underlying zone district MUR-3-B allows for less density than the existing Planned Development allows.

5. THAT the proposed changes are in conformance with the 2003 Englewood Comprehensive Plan by supporting Redevelopment, Revitalization and Reinvention.

DECISION

THEREFORE, it is the decision of the City Planning and Zoning Commission that Case #ZON2015-002 Vacation of the Greenwood Point Apartments/AKA "The Broadway" Planned Development should be referred to the City Council with a favorable recommendation.

The decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on April 21, 2015 by Bleile, seconded by King, which motion states:

TO APPROVE CASE #ZON2015-002 VACATION OF THE GREENWOOD POINT APARTMENTS/AKA "THE BROADWAY" PLANNED DEVELOPMENT AS WRITTEN BE FORWARDED FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION.

AYES: Bleile, King, Knoth, Madrid, Townley, Fish
NAYS: Brick, Kinton
ABSTAIN: None
ABSENT: Freemire

Motion carried.

These Findings and Conclusions are effective as of the meeting on April 21, 2015.

BY ORDER OF THE CITY PLANNING & ZONING COMMISSION

Ron Fish, Chair

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 23
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE VACATING THE BROADWAY PLANNED DEVELOPMENT AND
ZONING THE AREA MU-R-3-B

WHEREAS, the subject property of the Planned Development is located at the southeast boundaries of the City of Englewood, at South Broadway and South Broadway Circle. Areas to the north and east are with the cities of Littleton and Greenwood Village and are mostly residential in nature, surrounding areas to the west and south are within the City of Englewood city limits and are zoned MU-R-3-B; and:

WHEREAS, in 1972 the City established Planned Development (PD) regulations as an overlay that superimposed additional development regulations upon base zone districts; and

WHEREAS, at that time, development in the R-3 zone district of four or more units required a PD; and

WHEREAS, the Broadway PD was brought before the Planning and Zoning Commission on February 22, 1984, the underlying zone district was R-3, High Density Residential, and

WHEREAS, an amendment to the PD was filed July 26, 1984 to reduce the number of buildings from 24 to 13 while increasing the number of dwelling units from 290 to 312; and

WHEREAS, the amendment to the PD was approved. On May 14, 1985 an administrative amendment to the Plan was granted for Building 7. The amendment was to accommodate engineering problems with the building; and

WHEREAS, October 8, 1985 an amendment to the plan was submitted to add a new tennis court; and

WHEREAS, in 1996 the PD overlay district regulations were repealed and replaced with the Planned Unit Development (PUD) regulations; and

WHEREAS, pursuant to the PUD regulations: "PD developments approved prior to July 1, 1996, shall continue to be governed by the respective development plans and regulations for the underlying zone districts"; and

WHEREAS, the owners of the property would like to update the communal club house and recreation facility, as well as construct a new amenity building, and

WHEREAS, the PD was required due to code requirements that any development of four or more units be developed under the PD process. The 1984 development fully complied with the R-3 District requirements. These code requirements no longer exist; and

WHEREAS, the proposed changes would be an administrative review under the current MU-R-3-B zone district requirements. However, due to the required original PD of 1984, a formal request is required for this change and any other change, regardless of the scope of work; and

WHEREAS, the overlay PD adds time and expense to the property owner because any development change would require an amendment to the PD; and

WHEREAS, allowing future development to be reviewed under the requirements of the MU-R-3-B base zone district would be consistent with the reviews for most other properties in the City; and

WHEREAS, following the required Public Hearing on April 21, 2015 the Planning and Zoning Commission considered public testimony and voted 8 to 2 in favor of forwarding the proposed Planned Development vacation to City Council.

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

Section 1. The Broadway Planned Development is vacated.

Section 2. The area underlying the Broadway Planned Development shall be zoned MU-R-3-B.

Introduced, read in full, and passed on first reading on the 18th day of May, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 21st day of May, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of May, 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 18th day of May, 2015.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date	Agenda Item	Subject
July 6, 2015	11 a i	Ordinance to approve placement of a ballot question on the November 2015 ballot authorization of the future sale of McLellan Reservoir property.
INITIATED BY Englewood McLellan Reservoir Foundation		STAFF SOURCE Michael Flaherty, EMRF Board

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Ordinance 41, Series of 1999, established the creation of the Englewood McLellan Reservoir Foundation (EMRF), a non-profit corporation charged with furthering the development of the McLellan Reservoir property and transferred the property to EMRF. Ordinance 41, Series of 2014, authorized a ballot question to allow the trade of EMRF property. Voters of the City of Englewood approved Referred Ballot Question No. 2E on November 4, 2014. The current recommendation for a 2015 ballot question was discussed with City Council during an Executive Session on June 15, 2015 and during the June 29, 2015 City Council Study Session.

RECOMMENDED ACTION

The EMRF Board recommends that City Council approve the proposed bill for an ordinance authorizing a ballot question on the November 2015 ballot seeking voter approval of the future sale of EMRF properties, following the termination of an initial lease term of not less than 20 years.

BACKGROUND

The Board of Directors of the Englewood McLellan Reservoir Foundation (EMRF) manages the McLellan Reservoir properties on behalf of the City. EMRF has previously leased property in Highlands Ranch Planning Areas 84 for auto uses and in Planning Area 85 for a charter school. In efforts to market property in Planning Area 81 (PA 81), the prospective lessor has requested that EMRF consider a sale of the property at the end of the initial lease term, in order to facilitate the long-term use by an institutional user.

The Board of Directors of EMRF believes that a future sale will provide for development of its properties that, due to the complexity and cost of development, might not otherwise be developed in the near future. Future sales will provide for development of the EMRF properties (Planning Areas 81, 84, 85, and 87).

The City Attorney has drafted language for the proposed ballot question, which was discussed with City Council during an Executive Session on June 15, 2015 and the June 29, 2015 Study Session.

FINANCIAL IMPACT

The proposed ballot question has no immediate financial impact. However, if the question is approved by voters, future leases and sales will result in significant revenues.

LIST OF ATTACHMENTS

Proposed bill for an ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 28
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF ENGLEWOOD AT THE NEXT SCHEDULED MUNICIPAL ELECTION ON NOVEMBER 3, 2015, AUTHORIZING THE FUTURE SALE OF MCLELLAN RESERVOIR PROPERTY AT THE END OF A NOT LESS THAN 20 YEAR LEASE TERM.

WHEREAS, the City of Englewood (“City”) is a home-rule municipality organized and existing under the provisions of the Colorado Constitution Article XX; and

WHEREAS, the Englewood McLellan Reservoir Foundation was formed to oversee the development of the McLellan Reservoir property; and

WHEREAS, the Englewood McLellan Reservoir Foundation established covenants or use restrictions on all lands within the development area to ensure a consistent high level of development; and

WHEREAS, Englewood McLellan Reservoir Foundation’s primary function is to provide protection to the McLellan Reservoir’s water quality; and

WHEREAS, Englewood McLellan Reservoir Foundation has previously leased property in Highlands Ranch Planning Areas 84 for auto uses, and in Planning Area 85 for a charter school; and

WHEREAS, the Board of Directors of the Englewood McLellan Reservoir Foundation believes that a future sale will provide for development of PA 81, PA 84, PA 85 and PA 87, that, due to sizes, the complexity and cost of development, might not otherwise be developed in the near future; and

WHEREAS, leasing for not less than 20 years prior to the sale of the property will provide even greater protection to the McLellan Reservoir’s water quality when compared to development without the restriction; and

WHEREAS, an affirmative vote of the citizens of Englewood is required to accomplish a sale under the Englewood Home Rule Charter; and

WHEREAS, the Englewood McLellan Reservoir Board recommends the voter approval authorizing the future sale of McLellan Reservoir property PA 81, PA 84, PA 85 and PA 87, following the termination of an initial lease term of not less than twenty years.

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

Section 1. There is hereby submitted to the registered electors of the City of Englewood at the next scheduled municipal election on November 3, 2015 a question, to read as follows:

Question No. _____

Shall the Englewood City Council be allowed, by Ordinance, to sell Utility Department property described in Council Bill No. 28, Series of 2015, held in Douglas County at the end of the initial lease term; the initial lease term being not less than twenty years?

_____ Yes _____ No

Section 2. Each elector voting at said election and desirous of voting shall indicate his/her choice by depressing the appropriate counter of the voting machine or by the appropriate marking upon paper ballots where used.

Section 3. The proper officials of the City of Englewood shall give notice of said next scheduled municipal election, such notice shall be published in the manner and for the length of time required by law, and the ballots cast at such election shall be canvassed and the result ascertained, determined, and certified as required by law.

Section 4. The property listed as PA 81, PA 84, PA 85 and PA 87 in Exhibit A, may be sold after the initial lease term of not less than twenty years.

Section 5. If any section, paragraph, clause, or other portion of this Ordinance is for any reason held to be invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining portions of this Ordinance.

Introduced, read in full, and passed on first reading on the 6th day of July, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of July, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of July, 2015 for thirty (30) days.

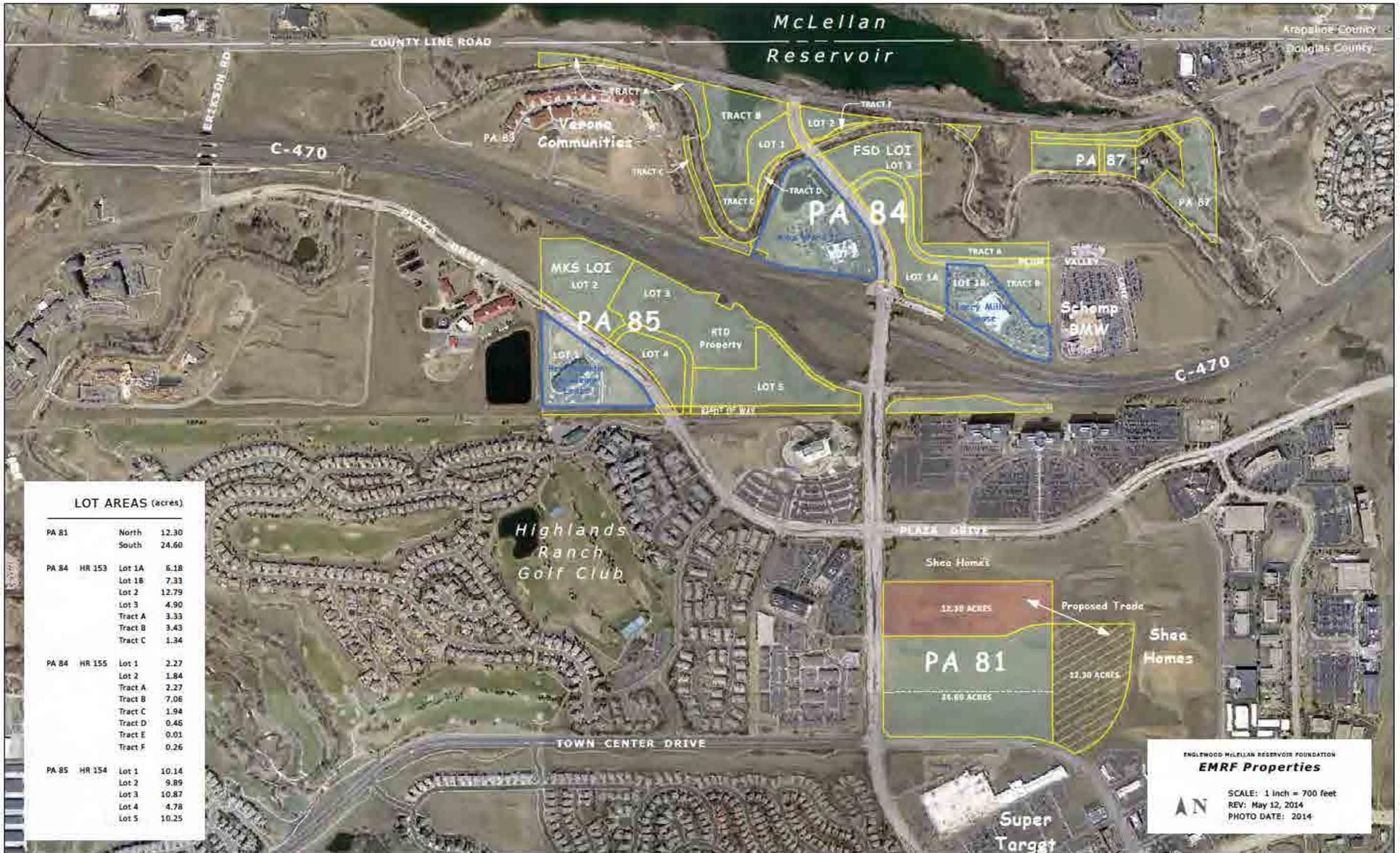
Randy P. Penn, Mayor

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 6th day of July, 2015.

Loucrishia A. Ellis



LOT AREAS (acres)

PA 81	North	12.30
	South	24.60
PA 84 HR 153	Lot 1A	6.18
	Lot 1B	7.33
	Lot 2	12.79
	Lot 3	4.90
	Tract A	3.33
	Tract B	3.43
	Tract C	1.34
PA 84 HR 155	Lot 1	2.27
	Lot 2	1.84
	Tract A	2.27
	Tract B	7.06
	Tract C	1.94
	Tract D	0.46
	Tract E	0.01
	Tract F	0.26
PA 85 HR 154	Lot 1	10.14
	Lot 2	9.89
	Lot 3	10.87
	Lot 4	4.78
	Lot 5	10.25

ENGLEWOOD McLELLAN RESERVOIR FOUNDATION
EMRF Properties

SCALE: 1 Inch = 700 feet
REV: May 12, 2014
PHOTO DATE: 2014



COUNCIL COMMUNICATION

Date July 6, 2015	Agenda Item 11 a ii	Subject Charter Question for November 3, 2015 Election
INITIATED BY Election Commission/City Clerk's Office	STAFF SOURCE Loucrishia A. Ellis, City Clerk/Election Commission Member	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council reviewed this proposed amendment to the Charter at their June 29, 2015 Study Session.

RECOMMENDED ACTION

The City Clerk's Office and the Election Commission seek Council approval of a bill for an ordinance submitting to a vote of the registered electors of the City of Englewood, at the November 3, 2015 Election, a proposed amendment to the Home Rule Charter to address an election timing issue. The amendment would change Special Election timeframe restrictions.

Pursuant to Colorado Revised Statutes § 1-13.5-110. Special elections - "Special elections must be held on such date as may be provided by law by the local government calling the special election."

Englewood's Home Rule Charter, Article II § 14 Special elections states that "no special election shall be held within forty-five-days before or after a general municipal or state election."

Holding a Special Election 45 days prior to a general municipal or state election becomes problematic. This would definitely cause election administration problems. The County is willing to work with the City in the event we have to call for a Special Election. But from late August on, their equipment is tied up. The County has procedures, equipment and best practices in place to facilitate a Mail Ballot Election, such as the ability to provide signature verification. We would like to change it to make sure we are not forced to hold a Special Election too close to the November election, so that we would not be able to contract with the County for election services. The Election Commission feels it is in the best interest of our citizens to coordinate with the County.

We would like to amend the Charter § 14 Special elections to read: "No special election shall be held within ninety ~~forty-five~~ days before or forty-five days after a general municipal or state election."

FINANCIAL IMPACT

This action will not have a financial impact on the City of Englewood.

LIST OF ATTACHMENTS

Approved minutes from the June 10, 2015 Election Commission meeting
Proposed bill for an ordinance

**City of Englewood
ELECTION COMMISSION
June 10, 2015
6:30 p.m.
Englewood Civic Center
1000 Englewood Parkway
City Manager's Conference Room**

1. Call to order

The meeting of the Englewood Election Commission was called to order by Chairperson Berger at 6:31 p.m., in the City Manager's Conference Room.

2. Roll Call

Present: Members Berger, Cohn, Mayer, Ellis
Absent: Member Haraldsen

A quorum was present.

Also present: Deputy City Clerk Washington
Council Member Yates

3. Citizen Forum

Council Member Yates did not wish to speak.

4. Consideration

a) Charter Amendment; Special Election timeframe

City Clerk Ellis explained to the Election Commission that recent initiative and recall inquiries have brought to light how problematic it would be to hold a Special Election at any time up to 45 days prior to the November election, as the Charter allows. When inquiries come in January or February, it allows the proper time to prepare for the Special Election. It can take 60 to 90 days to put an election together. City Clerk Ellis has been in discussion with Matt Crane, Clerk and Recorder for Arapahoe County. Mr. Crane is more than willing to coordinate with the City Clerk's office to hold a Special Election if needed. Trying to conduct a Special Election prior the General Election would be difficult, because from late August on the County's equipment is tied up. City Clerk Ellis recommends City Council put a Charter question on the General Election Ballot to amend the Charter § 14 Special elections to read: "No special election shall be held within ninety ~~forty-five~~ days before or forty-five days after a general municipal or state election." City Clerk Ellis is tentatively scheduled to speak to City Council on this matter on June 29th at the Study Session. The ordinance will go on first reading July 6th, and if approved, will go on second reading on July 20th.

City Clerk Ellis is also taking an IGA (Intergovernmental Agreement) to City Council, July 6th for first reading, if approved and on July 20th for second reading, for approval of the installation of a 24 hour drop off ballot box. The location of the box will be on the second floor due to parking and access issues. [Clerk's Note: Staff is currently re-evaluating the placement of the box.] The County will pay for the cameras and the box.

City Clerk Ellis distributed a redacted copy of a citizen's email inquiring about the process to recall City Council members. City Clerk Ellis also distributed her response setting forth the recall process.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 29
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF ENGLEWOOD AT THE NEXT SCHEDULED MUNICIPAL ELECTION ON NOVEMBER 3, 2015 A PROPOSED AMENDMENT TO ARTICLE II, SECTION 14 "SPECIAL ELECTIONS" OF THE ENGLEWOOD HOME RULE CHARTER.

WHEREAS, Article II, Section 14, of the Englewood Home Rule Charter addresses the time frame for special elections; and

WHEREAS, pursuant to Colorado Revised Statutes §1-13.5-110, Special elections – "Special elections must be held on such date as may be provided by law by the local government calling the special election."

WHEREAS, the Englewood Home Rule Charter states "No special election shall be held within forty-five (45) days before or after a general municipal or state election."; and

WHEREAS, holding a special election 45 days prior to a general municipal or state election becomes problematic causing election administration problems; and

WHEREAS, Arapahoe County is willing to work with the City in the event of a call for a special election but from late August Arapahoe County equipment is tied up; and

WHEREAS, Arapahoe County has procedures, equipment and best practices in place to facilitate a mail ballot election, such as the ability to provide signature verification; and

WHEREAS, the passage of this ordinance will amend Article II, Section 14, of the Englewood Home Rule Charter to read: "No special election shall be held within ninety (90) before or 45 days after a general municipal or state election"; and

WHEREAS, the longer time period will ensure the City is not forced to hold a Special Election too close to the November election;

WHEREAS, the longer time period will enable the City to contract with Arapahoe County for election services; and

WHEREAS, the City Clerk met with the Englewood Election Commission and recommended a change from 45 days before to 90 days; and

WHEREAS, the Election Commission voted to support the change.

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

Section 1. There is hereby submitted to the registered electors of the City of Englewood at the next municipal election on November 3, 2015, a proposed amendment to the Charter of the City of Englewood, Article II, Section 14, to read as follows:

Question No. ____

Shall the Home Rule Charter of the City of Englewood, Article II, Section 14, be amended to read as follows:

ARTICLE II. ELECTIONS

14: Special elections.

(1) *General Provisions.* Subject to the limitations imposed by this Charter, Council may call special elections as necessary either by resolution or by ordinance. Notice of such special elections shall be published and shall cite the section of this Charter which governs the proposition to be submitted to the electors. No special election shall be held within ~~forty-five~~ ninety (45 90) days before or forty-five (45) days after a general municipal or state election. General state elections may be used for submission of city propositions, except as limited by this Charter, and shall not be considered as special elections for city purposes. Any proposal, question or proposition may be submitted at any general or special municipal election except as hereinafter limited. The ballot for all elections, except election of officers, shall state briefly the nature of the proposition and shall provide appropriate means to vote for or against the proposition.

(2) *Number, Limited.*

- A. Not more than one special election shall be held, under provisions of Section 46 of this Charter, during any twelve month period; provided, however, that proposed initiated ordinances, questions or measures may be submitted at any general municipal or state elections, or at special elections called under provision of other sections of this Charter as limited in Section 14(3) hereof.
- B. Any proposition submitted under Section 77 of this Charter shall not again be submitted under Section 77 for one year thereafter.

(3) *Subject, Limited.* Elections held under provisions of Section 6, Section 77 and Section 104 of this Charter shall be held separate and apart from all other elections and shall be limited to submission of only one proposition in any one election.

_____ Yes _____ No

Section 2. Each registered elector voting at said election and desirous of voting shall indicate his/her choice by depressing the appropriate counter of the voting machine or by the appropriate marking upon paper ballots where used.

Section 3. The proper officials of the City of Englewood shall give notice of said next scheduled municipal election, such notice shall be published in the manner and for the length of time required by law, and the ballots cast at such election shall be canvassed and the result ascertained, determined, and certified as required by law.

Section 4. Only if the question is approved by the registered electors of the City of Englewood shall the Section be amended and the Charter, as amended, certified to the Secretary of State.

Section 5. For purposes of Section 1-11-203.5, C.R.S., this Ordinance shall serve to set the title and content of the ballot issue set forth herein and the ballot title for such question shall be the text of the question itself. Any petition to contest the form or content of the ballot title may be filed with the District Court and a copy served on the City Clerk within five days after the title of the ballot question is set by the City Council on final reading of this Ordinance.

Section 6. If any section, paragraph, clause, or other portion of this Ordinance is for any reason held to be invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining portions of this Ordinance.

Introduced, read in full, and passed on first reading on the 6th day of July, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of July, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of July, 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 6th day of July, 2015.

Loucrishia A. Ellis



Memorandum:

To: Honorable Mayor and Members of the City Council
From: Eric A. Keck, City Manager
Date: 1 July 2015
Subject: 2005 Certificate of Participation Refund Parameters Ordinance

The City Council will be required to adopt an emergency ordinance that will facilitate the refinancing of a lease-purchase agreement for the Englewood Civic site. Currently the City's agreement with the Englewood Environmental Foundation (EEF) for the lease of the Civic Center requires an annual lease payment which a portion thereof is then utilized to pay the debt service on Certificates of Participation. The current COPs are refundable at this point in time as they are Series 2005 Certificates that are "callable" every ten years. We currently owe \$10,460,000 at an interest rate of 4.5% per annum.

The refinancing of the 2005 Certificates of Participation can occur as of 1 June 2015. The refunding of the COPs will facilitate considerable savings to the City over the life of the remaining lease which is set to expire in 2023.

The emergency ordinance that will be before the Council on 6 July 2015 enunciates the terms by which the refunding of the 2005 Certificates will transpire. The language of the ordinance allows for the Council to enunciate the parameters for the refinancing to occur including the authorization of a new lease-purchase agreement with the savings realized in the debt; allows for the Mayor or Mayor Pro Tem to sign the improved lease agreement; approves the refinancing and related documents that will approve the refinancing; and provide the necessary protection that the City would require a transaction of this type.

Approval of this emergency ordinance is crucial to the success of the COP refunding. Staff respectfully requests that the Garrett Rule be suspended so that the Council can both hear and act on the ordinance on the same evening.

Thank you for your time and consideration of this important matter.

If you should have any questions or comments, please do not hesitate to contact me.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 32
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE OF THE CITY OF ENGLEWOOD, COLORADO APPROVING THE REFINANCING OF A LEASE-PURCHASE AGREEMENT FOR THE ENGLEWOOD CIVIC CENTER SITE TO PRODUCE AN AGGREGATE SAVINGS TO THE CITY, AUTHORIZING AND APPROVING THE DOCUMENTATION RELATING TO THE REFINANCING; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Englewood (the "City"), in the County of Arapahoe and State of Colorado (the "State"), is a legally and regularly created, established, organized and existing municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado and the home rule charter of the City (the "Charter"); and

WHEREAS, pursuant to Article I, Section 3 of the Charter, the City is authorized to enter into one or more leases or lease-purchase agreements for land, buildings, equipment and other property for governmental or proprietary purposes; and

WHEREAS, in order to refinance, among other things, the renovation of the Englewood Civic Center and the construction, acquisition and installation of various public improvements in and around the Englewood Civic Center, there were previously executed in the aggregate principal amount of \$18,880,000 Refunding Certificates of Participation (Civic Center Project), Series 2005 (the "2005 Certificates"), evidencing undivided interests in the right to receive revenues payable by the City under a Master Lease Purchase Agreement dated as of October 1, 2005 (the "2005 Lease"), which 2005 Certificates (i) were delivered under a Mortgage and Indenture of Trust, as amended and restated dated as of October 1, 2005 (the "2005 Indenture"), by and between the Englewood Environmental Foundation, Inc., a Colorado non-profit corporation (the "Corporation") and UMB Bank, n.a., as successor trustee thereunder (the "2005 Trustee"), (ii) are presently outstanding in the aggregate principal amount of \$10,460,000, (iii) bear interest at rates ranging from 3.90% to 4.50% per annum, and (iv) are currently subject to optional redemption upon 30-days prior notice to the holders of the 2005 Certificates; and

WHEREAS, based upon discussions with Public Financial Management, Inc., as the City's financial advisor, the City has determined that a material savings can be realized by the City through the payment and cancellation of the outstanding 2005 Certificates with proceeds generated from the issuance of Refunding Certificates of Participation (Civic Center Project), Series 2015 (the "2015 Certificates") pursuant to a Mortgage and Indenture of Trust between the Corporation and the Trustee (the "2015 Indenture") which is secured by a mortgage on the Civic Center Building located at 1000 Englewood Parkway in the City, and a request for proposals has been distributed to banks and financial institutions for consideration by the City in connection with the refinancing; and

WHEREAS, the 2015 Certificates, if and when issued, will evidence undivided interests in the right to receive certain revenues payable by the City under a Lease Purchase Agreement by and between the City and the Corporation (the "2015 Lease"), which 2015 Lease will be substantially similar to, and replace, the 2005 Lease (all capitalized terms used and not otherwise defined in the recitals hereof shall have the respective meanings assigned in the 2015 Lease); and

WHEREAS, the Base Rentals and Additional Rentals (both as defined in the 2015 Lease) payable by the City shall constitute currently appropriated expenditures of the City and shall not constitute a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City or a mandatory charge or requirement against the City in any Fiscal Year (defined in the 2015 Lease) beyond the Fiscal Year for which such payments have been appropriated; and

WHEREAS, the 2015 Certificates shall evidence undivided interests in the right to receive Lease Revenues (defined in the 2015 Indenture), shall be payable solely from the Trust Estate (defined in the 2015 Indenture) and no provision of the 2015 Certificates, the 2015 Indenture, or the 2015 Lease shall be construed or interpreted (a) to directly or indirectly obligate the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or Charter limitation or provision; (c) as a delegation of governmental powers by the City; (d) as a loan or pledge of the credit or faith of the City or as creating any responsibility by the City for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a donation or grant by the City to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution; and

WHEREAS, there have been presented to the City forms of the 2015 Lease and the 2015 Indenture; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the "Supplemental Act"), provides that a public entity, including the City, may elect in an act of issuance to apply the provisions of the Supplemental Act; and

WHEREAS, the City Council desires to authorize the necessary actions and documents, and otherwise proceed with, the lease-purchase refinancing of the Civic Center Building in order to reduce the future aggregate rental payments scheduled to be made by the City;

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

Section 1. Authorization of the Lease Purchase Agreement. The 2015 Lease, in substantially the form and with substantially the content presented to the City, is in all respects approved, authorized and confirmed. If and only if the execution and delivery of the 2015 Lease (i) results in a present value savings of not less than six percent, expressed as a percentage change in the aggregate amount of the Base Rentals (as provided in the 2005 Lease and the 2015 Lease) and computed based upon the arbitrage yield for the 2015 COP to the date of delivery of

the 2015 COP, assuming semi-annual compounding, (ii) does not extend beyond calendar year 2023 and (iii) does not provide for Base Rentals in any calendar year that would exceed the Base Rentals currently set forth in the 2005 Lease, the Mayor, or in the absence of thereof, the Mayor Pro Tem of the City Council, is authorized and directed, for a period of 120 days following the effective date of this Ordinance, to execute the 2015 Lease in substantially the form and with substantially the same content as the form thereof presented to the City, for and on behalf of the City, but with such changes therein as the Mayor may, on the advise of the City Attorney, deem necessary or appropriate. Subject to the conditions set forth in this Section, the City Council hereby approves the leasing of the Leased Property by the City under the terms and conditions of the 2015 Lease.

Section 2. Approval of Refinancing and Related Documents. The City Council approves the refinancing of the 2005 Certificates by the Corporation and all necessary actions relating to such refinancing, including without limitation the conditional call of the 2005 Certificates subject to the issuance of the 2015 Certificates. The City Council elects to apply all of the provisions of the Supplemental Act. The appropriate officers and officials of the City are hereby authorized and directed to execute and file an Internal Revenue Service Form 8038-G in connection with the refinancing, and to execute and deliver any and all additional certificates, documents, instruments, request for proposals award and other papers, and to perform all other acts that they deem necessary or appropriate, in order to implement and carry out the transactions and other matters authorized by this Ordinance, and execution by the parties thereto shall constitute the City's approval of such documents and certificates in the form so executed.

Section 3. Consent to Assignment and Sale of Proportionate Interests. The City Council hereby acknowledges and consents to the assignment by the Corporation of all rights, title and interest of the Corporation, pursuant to the 2015 Indenture, in, to and under the 2015 Lease to the Trustee, and the delegation by the Corporation of all duties of the Corporation under the 2015 Lease to the Trustee. The City Council hereby acknowledges and approves the assignment or sale of proportionate interests in rights to receive certain payments under the 2015 Lease.

Section 4. Year to Year Obligations of the City. No provision of this Ordinance, the 2015 Lease, the 2015 Indenture or the 2015 Certificates shall be construed or interpreted (a) to directly or indirectly obligate the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the City; (d) as a loan or pledge of the credit or faith of the City or as creating any responsibility by the City for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a donation or grant by the City to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

Section 5. Reasonableness of Rentals. The City Council hereby determines and declares that the Base Rentals, which shall not exceed \$1,500,000 annually, represent the fair value of the use of the Leased Property, and that the Purchase Option Price, which shall not exceed \$11,000,000, represents the fair purchase price of the Leased Property. The City Council

hereby determines and declares that the Base Rentals do not exceed a reasonable amount so as to place the City under an economic or practical compulsion to appropriate moneys to make payments under the 2015 Lease or to exercise its option to purchase the Leased Property pursuant to the 2015 Lease. In making such determinations, the City Council has given consideration to the current market value of the Leased Property, the cost of acquiring, constructing or equipping property similar to the Leased Property, the uses and purposes for which the Leased Property is being and will be employed by the City, the benefit to the citizens and residents of the City by reason of the use of the Leased Property pursuant to the terms and provisions of the 2015 Lease, the option of the City to purchase the Leased Property, and the expected eventual vesting of full title to the Leased Property in the City. The City Council hereby determines and declares that the leasing of the Leased Property pursuant to the 2015 Lease will result in facilities of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition of the Leased Property were performed by the City other than pursuant to the 2015 Lease. The City Council hereby determines and declares that the duration of the 2015 Lease, including all optional renewal terms, authorized under this Ordinance, does not exceed the weighted average useful life of the Leased Property.

Section 6. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council and by the officers and employees of the City directed toward the lease purchase financing for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 7. Headings. The headings to the various sections and paragraphs to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance, and shall not be used in any manner to interpret this Ordinance.

Section 8. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 9. Repealer. All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

Section 10. Declaration of Emergency and Effective Date. The City Council has been advised that in order for the City to secure a Base Rentals savings due to lower interest rates currently present in the market, and recognizing that market interest rates are changing materially from day to day, it is necessary to execute and deliver the 2015 Lease, and facilitate the refinancing of the 2005 Certificates, soon as possible; therefore, the Council hereby finds and determines that this Ordinance is necessary for the immediate preservation of public property, health, peace and safety and shall be in full force and effect immediately upon final passage by the Council.

Introduced, read in full, and passed as an emergency ordinance on first reading, on the 6th day of July, 2015.

Published by Title as an emergency Bill for an Ordinance in the City's official newspaper on the 9th day of July, 2015

Published as an emergency Bill for an Ordinance on the City's official website beginning on the 8th day of July, 2015.

Randy Penn, Mayor

ATTESTED:

Loucrishia Ellis, City Clerk

I, Loucrishia Ellis, City Clerk for the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of an emergency Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of July, 2015.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date July 6, 2015	Agenda Item 11 c i	Subject Resolution of support for the Englewood McLellan Reservoir Foundation to enter into negotiations for a ground lease with Shea properties
INITIATED BY Englewood McLellan Reservoir Foundation		STAFF SOURCE Michael Flaherty, EMRF Board

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

In 1999, City Council authorized the creation of the Englewood McLellan Reservoir Foundation (EMRF) for the purpose of facilitating the development of property adjacent to the City's McLellan Reservoir. On December 17, 2007, Council supported EMRF in the sale of approximately 11 acres of PA85 to RTD for \$3.2 million. On December 1, 2008, City Council supported EMRF in leasing approximately 12.8 acres of PA84 to TT Denver. On December 6, 2010, Council approved a resolution of support for a lease agreement with Benjamin Franklin Charter School. At its October 17, 2011 meeting, Council adopted a resolution of support for a lease agreement with Miller Family Real Estate, LLC. On March 4, 2013, Council adopted a resolution of support for lease negotiations with MKS, LLC for lease of property in PA85.

City Council discussed the current proposal during an Executive Session on June 15, 2015 and requested that EMRF bring a resolution of support forward for consideration.

RECOMMENDED ACTION

EMRF recommends City Council approval of a Resolution supporting the EMRF to enter into negotiations with the Shea Properties, d.b.a. Central Park at Highlands Ranch, for lease of approximately 37.9 acres designated as Highlands Ranch Planning Area 81 (PA 81) owned by EMRF.

BACKGROUND

In 1999, City Council authorized, through Ordinance 41, the creation of the Englewood McLellan Reservoir Foundation, a non-profit corporation charged with furthering the development of the McLellan Reservoir property and transferred the property to EMRF.

During the Executive Session of June 15, EMRF presented City Council with an offer to to lease PA 81, with a future option to purchase, and the basic deal points of the offer. Council directed the EMRF to proceed with formal lease negotiations. The details of the draft lease agreement, as proposed by Shea, which remain open to further negotiations, were discussed with Council and are outlined below.

1. A lease term of 20 years, with extensions up to 65 years.
2. An initial net annual rental rate based on a \$6/sq. ft. value with a capitalization rate of 4.5%, or approximately \$435,000/year.

3. An annual inflation rate increase of 2% for years 2-10, with an adjustment for years 11-20 based on inflationary factors.
4. A purchase option at the expiration of the lease term, based on the fair market appraisal of the land in an unimproved, vacant condition.
5. Agreement by EMRF and the City of Englewood to include a ballot question for the November 2015 City election to authorize approval of the proposed future purchase option.
6. In the event the ballot question authorizing the lease option is not approved, Shea may elect to execute the lease without the purchase option, or to not execute the lease without further obligation.
7. The lease, if executed, would take down the property in a time frame to be determined.
8. The exchange agreement between Shea and EMRF would take place either following or simultaneously with the closing of the lease, if executed.

Approval of this resolution will allow EMRF to enter into formal lease negotiations with the objective of completing a lease agreement, and if successful, EMRF will submit to City Council prior to formal approval by the Board of Directors.

FINANCIAL IMPACT

Subject to successful negotiations, the lease of PA 81 will result in a minimum of \$435,000 in annual lease payments, escalated by 2%/year for the first 10 years of the agreement and adjusted for inflation in years 11-20. The sale of the property at the end of the initial lease term would be completed at fair market value at that time, subject to voter approval of the 2015 ballot question.

LIST OF ATTACHMENTS

Site map of subject property
Proposed Resolution



LOT AREAS (acres)			
PA 81	North	12.30	
	South	24.60	
PA 84	HR 153	Lot 1A	6.18
		Lot 1B	7.33
		Lot 2	12.79
	HR 155	Lot 3	4.90
		Tract A	3.33
		Tract B	3.43
		Tract C	1.34
PA 85	HR 153	Lot 1	10.14
		Lot 2	9.89
	HR 155	Lot 3	10.87
		Lot 4	4.78
		Lot 5	10.25
		Tract D	1.46
		Tract E	0.01
Tract F	0.26		

ENGLEWOOD McLELLAN RESERVOIR FOUNDATION
EMRF Properties

SCALE: 1 inch = 700 feet
 REV: May 12, 2014
 PHOTO DATE: 2010

AN

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION SUPPORTING THE ENGLEWOOD MCLELLAN RESERVOIR FOUNDATION TO PURSUE LEASE NEGOTIATIONS WITH SHEA PROPERTIES FOR PA 81 APPROXIMATELY 37.9 ACRES.

WHEREAS, the Englewood McLellan Reservoir Foundation was formed to oversee the development of the McLellan Reservoir property; and

WHEREAS, the Englewood City Council authorized the creation of the Englewood McLellan Reservoir Foundation, a non-profit corporation charged with furthering the development of the McLellan Reservoir property and transferred the property to Englewood McLellan Reservoir Foundation by the passage of Ordinance No. 41, Series of 1999; and

WHEREAS, the imposition of covenants or use restrictions on all lands within the development area ensure a consistent high level of development; and

WHEREAS, leasing for no less than 20 years prior to the sale of the property will provide even greater protection to the McLellan Reservoir's water quality when compared to development without the restriction; and

WHEREAS, Englewood McLellan Reservoir Foundation received an offer from Shea Properties to lease PA 81, approximately 12.8 acres, with a future option to purchase as outlined:

- A lease term of 20 years, with extensions up to 65 years.
- An initial net annual rental rate based on a \$6/sq. ft. value with a capitalization rate of 4.5%, or approximately \$435,000/year.
- An annual inflation rate increase of 2% for years 2 – 10, with an adjustment for years 11 – 20 based on inflationary factors.
- A purchase option at the expiration of the lease term, based on a fair market appraisal of the land in an unimproved, vacant condition.
- Agreement by Englewood McLellan Reservoir Foundation and the City of Englewood to include a ballot question for the November 2015 City election to authorize approval of the proposed future purchase option.
- In the event the ballot question authorizing the lease option is not approved, Shea may elect to execute the lease without the purchase option, or to not execute the lease without further obligation.
- The lease, if executed, would take down the property in a time frame to be determined.
- The exchange agreement between Shea and Englewood McLellan Reservoir Foundation would take place either following or simultaneously with the closing the lease, if executed.

WHEREAS, the passage of this Resolution will also support Englewood McLellan Reservoir Foundation to entry into formal lease negotiations with the objective of completing a lease agreement; and

WHEREAS, if the negotiations are successful Englewood McLellan Reservoir Foundation will submit the agreement to the Englewood City Council, prior to formal approval by the Englewood McLellan Reservoir Foundation Board of Directors.

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

Section 1. The City Council of the City of Englewood, Colorado, hereby supports the Englewood McClellan Reservoir Foundation to pursue lease negotiations for PA 81 approximately 37.9 acres with Shea Properties.

ADOPTED AND APPROVED this 6th day of July, 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: July 6, 2015	Agenda Item: 11 c ii	Subject: Collective Bargaining Agreement Between the City of Englewood and the Englewood Employees Association for 2016 -2017
Initiated By: Finance and Administrative Services Department - Human Resources Division		Staff Source: Vincent Vega, Human Resources Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The previous Collective Bargaining Agreement with the Englewood Employees Association was approved by Council for 2014 and 2015.

RECOMMENDED ACTION

Staff requests Council approval by resolution of the Collective Bargaining Agreement between the Englewood Employee Association and the City of Englewood for 2016 and 2017. The contract covers approximately 195 employees.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood and the Englewood Employees Association entered into negotiations in May of 2015, in accordance with the City of Englewood Charter. The members of the Englewood Employees Association duly ratified, through their elected representatives, the Collective Bargaining Agreement.

Significant changes to the contract include the following:

1. Under Article 2. Duration of the Contract: employees covered by the Contract may reopen negotiations for Article 8. Compensation prior to May 15, 2016.
2. Under Article 8. Compensation: employees covered by the Contract will receive a 2-4% increase, based on their evaluation, on 2015 base wage rate, on their anniversary. A wage reopener for 2017 has been agreed upon under Article 2.
3. Under Article 17. Holidays: employees covered by the Contract will be eligible to receive two and one-half times the employee's regular hourly rate for hours actually worked on the holiday.
4. Under Article 18. Uniform Cleaning Allowance: employees covered by the Contract will be eligible to receive up to a maximum of \$200 of required work shoes.

FINANCIAL IMPACT

The impact of the increase on wages at the 2014 average of 2.92% is approximately \$283,110. Increases will be effective on the employee's anniversary date. The impact of the changes to Articles 17 and 18 are approximately \$30,250 for a total approximate impact of \$313,260 for 2016.

LIST OF ATTACHMENTS

EEA Collective Bargaining Agreement for 2016-2017.

Note: Changes to the Managerial, Supervisory and Confidential employees (MSC), Directors and Part Time Employees pay plan will mirror those of the EEA.

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION AUTHORIZING THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE ENGLEWOOD EMPLOYEES ASSOCIATION AND THE CITY OF
ENGLEWOOD FOR THE PERIOD OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2017.

WHEREAS, the City Council of the City of Englewood authorized a “Collective Bargaining Agreement” with the Englewood Employees Association for January 1, 2014 through December 31, 2015 with Resolution No. 64, Series of 2013; and

WHEREAS, the City of Englewood and the Englewood Employees Association entered into negotiations in May, 2015 in accordance with the Englewood City Home Rule Charter and the contract provisions; and

WHEREAS, the members of the Englewood Employees Association, duly ratified by a majority vote, the 2016-2017 collective Bargaining Agreement; and

WHEREAS, the Contract is two years in duration; and

WHEREAS, the significant changes from the current Contract, are as follows:

- Under Article 2. DURATION OF CONTRACT – employees covered by the Contract may reopen negotiations for Article 8. COMPENSATION - prior to May 15, 2016.
- Under Article 8. COMPENSATION – employees covered by this Contract will receive a 2 – 4% increase, based on their evaluation, on 2015 base wage rate, on their anniversary. A wage reopener for 2017 has been agreed upon under Article 2.
- Under Article 17. HOLIDAYS – employees covered by the Contract will be eligible to receive two and one-half times the employee’s regular hourly rate for hours actually worked on the holiday.
- Under Article 18. UNIFORM CLEANING ALLOWANCE – employees covered by the Contract will be eligible to receive up to a maximum of \$200 of required work shoes.

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

Section 1. The City Council of the City of Englewood, Colorado hereby approves the Collective Bargaining Agreement between the Englewood Employees Association and the City of Englewood for the period of January 1, 2016 through December 31, 2017, a copy of which is attached hereto as Exhibit A.

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest this Collective Bargaining Agreement between the Englewood Employees Association and the City of Englewood, Colorado, for the period of January 1, 2016 through December 31, 2017.

ADOPTED AND APPROVED this 6th day of July, 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

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF ENGLEWOOD
AND THE
ENGLEWOOD EMPLOYEES' ASSOCIATION
JANUARY 1, 2016 - DECEMBER 31, 2017

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CONTRACT
BETWEEN THE CITY OF ENGLEWOOD
AND THE
ENGLEWOOD EMPLOYEES ASSOCIATION

ARTICLE 1. INTRODUCTION

This contract entered into by the City of Englewood, Colorado, and the Englewood Employees Association has as its purpose the promotion of harmonious relations between the City of Englewood and its Employees, a fair and peaceful procedure for the resolution of differences; the establishment of rates of pay and hours of work, and other conditions of employment as set out in the City Charter.

Except where limited by express provisions elsewhere in this contract, nothing in this contract shall be construed to restrict, limit or impair the rights, powers and authority of the City as granted to it under the laws of the State of Colorado and the City's Charter and Municipal Code. The rights, powers, and authority include, but are not limited to, the following:

- A. To determine the overall mission of the City as a unit of government.
- B. To maintain and improve the efficiency and effectiveness of City operations.
- C. To determine the services to be rendered, the operations to be performed, the technology to be utilized, or the matters to be budgeted.
- D. To determine the overall methods, processes, means, job classifications or personnel by which City operations are to be conducted.
- E. To direct, supervise, hire, promote, transfer, assign, schedule, retain or lay-off employees.
- F. To suspend, discipline, discharge, or demote for just cause, all full-time permanent classified employees.
- G. To relieve employees from duties because of lack of work or funds, or under conditions where the City determines continued work would be inefficient or nonproductive.
- H. To take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified herein or limited by a collective bargaining contract.
- I. To take any and all actions to carry out the mission of the City in cases of emergency.

J. Nothing contained herein shall preclude the City from conferring with its employees for purposes of developing policies to effectuate or implement any of the above enumerated rights.

The City retains the right to change any past practice which is not in violation of this contract. In the event a past practice is sought to be changed by the City Manager or department directors, the Englewood Employees Association will be provided reasonable written notice of the intended change. The Englewood Employees Association retains the right to grieve any change in practice which is in violation of this contract.

ARTICLE 2. DURATION OF CONTRACT

A. This contract will take effect on January 1, 2016, and shall continue in force to and including December 31, 2017, provided that either party may reopen negotiations for Article 8, Compensation, by giving written notice of intent to negotiate Article 8 (B) prior to May 15, 2016.

B. This contract or any part of it may be terminated or renegotiated at any time by mutual consent of both parties.

C. If any article or section of this contract should be held invalid by operation of law or any Court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such Court, the remainder of this contract shall not be affected thereby and this contract shall remain in full force and effect, and the parties shall promptly meet and negotiate for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section.

D. The parties agree and understand that provisions relating to employees covered by this contract shall in no way displace or modify present or future statutory case law of the State of Colorado.

E. The parties acknowledge that during negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for contract negotiations and that the understandings and agreements arrived at by the parties after this exercise of that right and opportunity are set forth in the contract.

ARTICLE 3. RECOGNITION

The City recognizes the Englewood Employees Association as the sole organization certified pursuant to the provisions of the Charter of the City of Englewood as the exclusive representative for the public employees within the following bargaining unit:

Included: All full-time, classified employees of the City.

Excluded: All supervisory, managerial, confidential, part-time, temporary, and contractual employees, and all employees hired through the use of Federal, State or other outside funding sources for special projects or programs, and all others who may be determined prior to or during the life of this contract as provided under the City Charter.

ARTICLE 4. EMPLOYEE RIGHTS

A full-time classified employee who is not excluded per Article 3. (Recognition) of this contract shall have the right:

A. To form, join, support or participate in, or to refrain from forming, joining, supporting, or participating in the employee organization or its lawful activities; and

B. Bargain collectively through their certified employee representative.

C. No employee shall be interfered with, restrained, coerced or discriminated against because of the exercise of these rights nor shall the right of an individual employee to discuss employment concerns with the City be infringed upon.

ARTICLE 5. HOURS OF WORK

All departments, functions or activities shall observe office and working hours necessary for the efficient transaction of their respective services.

A. All employees covered by this contract shall work at least forty (40) hours per week. The work week shall consist of five (5) eight-hour shifts, or other work schedules as determined by the department director per the "Modified Workweek Schedules" policy. All employees shall be scheduled to work a regular work schedule and each shift shall have a regular starting and quitting time. Should the work schedule be changed, affected employees will be notified 24 hours in advance except in the case of an emergency as determined by the department director.

B. Employees shall be entitled to two (2) paid rest periods not to exceed fifteen (15) minutes or one (1) thirty (30) minute rest period for each shift worked. Rest periods shall be under the control of the supervisor or department director.

C. When possible, employees who work beyond their regular quitting time into an overtime situation will be eligible for a fifteen (15) minute rest period before they begin the overtime work. When possible, additional rest periods will be granted under the control of the supervisor or department director similar to rest periods granted under subparagraph B. above.

D. When necessary, employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of each shift. The clean-up period shall be under the control of the supervisor or department director.

E. All employees will be granted an unpaid lunch period during each shift. As a normal occurrence, this lunch break will commence between the beginning of the third hour and the beginning of the sixth hour of the shift. An employee and supervisor may agree to waive this time limit due to work related or personal issues.

See City of Englewood Administrative Policy # 2, "Hours of Work/Overtime", and Policy #3, "Meal Breaks", for further clarification.

ARTICLE 6. OVERTIME WORK

A. For all employees covered by this contract, except as specified below, duties performed over and above the assigned work schedule shall be considered overtime.

B. FLSA non-exempt (hourly) employees shall be compensated for overtime work at the rate of one and one-half (1-1/2) times the normal pay rate or compensatory time off, computed at the rate of one and one-half (1-1/2) times. Because compensatory time is accrued at one and one-half (1-1/2) times, it shall not be considered as "hours worked" for purposes of overtime calculation.

The City retains the right to assign overtime work to any employee qualified to perform the work.

ARTICLE 7. ACTING PAY

All persons appointed to an acting position, at the sole discretion of the Director, will be compensated at the minimum rate of the acting position pay range or 5% above the employee's current rate of pay, whichever is greater. The employee must be in an acting capacity for thirty (30) consecutive calendar days before said employee becomes eligible for acting pay. Such pay will be retroactive to the first day the employee assumes the responsibility of the position.

See City of Englewood Administrative Policy Manual, Policy #1, "Acting Pay" for discussion of acting pay for positions not covered by this contract.

ARTICLE 8. COMPENSATION

The City's pay philosophy is to position the maximums of EEA pay grades at the median of the maximums of the market.

A. RECLASSIFICATION OF POSITIONS

If a job is reclassified to a grade higher than it occupied prior to the Salary Survey (as defined in the Compensation and Classification Plan document) the incumbent's pay will remain the same until his/her next Performance Evaluation. If however, the employee's pay at the time of reclassification is below the minimum of the new grade range, it will be brought to the minimum of the new grade range prior and in addition to any increase based upon the Performance Evaluation score as described below.

B. WAGE INCREASES

Beginning January 1, 2016 through December 31, 2016, employees whose wages are below the maximum point of their grade range are eligible for a base pay building developmental increase, from 2% to a maximum of 4%, on their annual evaluation date. An employee's increase percent is based on the score received on his/her Performance Evaluation, not to exceed the maximum of the grade range.

Rating Scale

1% -2.99% evaluation score	= 0% increase
3%-3.99% evaluation score	= 2% - 2.99% increase
4%-4.99% evaluation score	= 3% - 3.99% increase
5% evaluation score	= 4% increase

Employees who have progressed through the developmental zone and reached the maximum of their grade range will no longer be eligible for base pay building increases. They will, however, be eligible for a one-time, lump-sum, Merit Pay award. The Merit Pay award is based on the score received on the employee's Performance Evaluation.

Employees in the developmental zone whose evaluation scores would raise their pay above the maximum of the range, will be given base pay increases to the maximum of the grade range only. Any additional award will be non base building and awarded in the form of Merit Pay.

Note: Regardless of the Total Score on the Performance Evaluation, no pay increase or Merit Pay award will be granted if an employee is on a Performance Improvement Plan in any area. Once the conditions of the PIP have been met, the employee will receive the appropriate increase, retroactive to the PIP completion date.

C. A change in the evaluation date will result when:

- (1) The employee is on leave without pay. (See Article 27) Leave of Absence (Without Pay)
- (2) The employee terminates his/her employment and later is reemployed. The new evaluation date shall be determined by his/her new employment date.
- (3) The employee is promoted, demoted or transferred.

Fundamental changes to the above will be made only with prior consultation and review with association representatives.

ARTICLE 9. LONGEVITY COMPENSATION

Effective January 1, 1984, and thereafter, all new hires shall not be eligible for longevity compensation.

ARTICLE 10. ANNUAL LEAVE

Employees covered by this contract shall earn annual leave each pay period as follows:

	<u>Length of Service</u>	<u>Hours per Pay Period</u>	<u>Hours per Year</u>	<u>Earning Limits</u>
1.	0-4 Years (thru 48 mos.)	3.08	80	208 Hrs.
2.	5-9 Years (49 thru 108 mos.)	4.62	120	288 Hrs.
3.	10+ Years (109+ mos.)	6.15	160	368 Hrs.

Accumulation of annual leave shall neither be authorized nor computed for any purpose after the maximum earning limit has been reached. Part time service is not included in the "length of service" calculation for annual leave eligibility.

Use

The schedule for use of annual leave shall be determined by the needs of the department. Annual leave shall be taken at the time convenient to and approved by the department director or supervisor. However, the City will make reasonable efforts to accommodate the request of an employee to use annual leave where a genuine emergency situation exists.

Annual Leave Pay

The rate of annual leave pay shall be the employee's regular straight time hourly rate of pay for the employee's regular job. Annual leave shall be allowed only to the total hourly amount accumulated up to and during the pay period in which the leave is taken.

Work During Annual Leave

If, after the employee has begun his/her annual leave and the City requires the employee to work during the scheduled annual leave period, the employee will not be charged with vacation time for the number of hours worked.

Annual Leave Pay Upon Separation

When an employee terminates employment with the City, they will be compensated for unused annual leave earned as of the date of separation. Annual leave is not to be used to extend an employee's date of separation.

ARTICLE 11. PERSONAL LEAVE

All employees covered by this contract shall be granted 48 hours of personal leave time with pay which an employee is entitled to use for the following purposes:

- A. Employee's own illness/injury
- B. Illness/injury of employee's family
- C. To attend to personal business

For any employee who has not used the 48 hours of personal leave by the end of October of each calendar year, the unused hours will be converted to annual leave. Personal leave shall be scheduled and administered under the direction of the department director or supervisor. In the event of illness/injury in which personal leave is requested, shift work employees shall notify their supervisor at least one (1) hour prior to their scheduled reporting time. Personal leave shall be prorated for employees beginning and terminating employment with the City.

ARTICLE 12. SHORT TERM DISABILITY (STD)
(Formerly Temporary Disability – Non Job-Related)

Short term disability (STD) granted for non-service connected injury or illness of an employee with at least ninety (90) days of service with the City, whose disability prevents the employee from performing his/her duties. STD is paid at 100% of the employee's regular hourly rate.

The City agrees to provide employees covered by this contract STD leave with pay for employees absent as a result of illness/injury as follows:

91 days- 4 years (thru 48 mos.)	347 working hours
5-9 years (49 thru 108 mos.)	520 working hours
10+ years (109+ mos.)	693 working hours

STD leave shall not be accumulative. January 1 of each year the City shall restore 100% of the number of hours used by an employee during the preceding year as follows:

91 days-4 years	up to a maximum of 173 working hours
5-9 years	up to a maximum of 260 working hours
10+years	up to a maximum of 347 working hours

Utilization

A. Authorization for STD leave with pay shall only be granted after the first normal daily shift of disability. The elimination shift to access STD shall be taken and paid in the following order: personal leave, annual leave, compensatory time. If all accrued leaves have been exhausted, the elimination shift shall be taken as leave without pay.

B. Authorization for STD shall only be granted for personal illness or injury, not service connected, including maternity related disability.

See City of Englewood Administrative Policy #31, "Family and Medical Leave Act (FMLA)".

Sick Leave Option

All sick leave accrued by permanent employees prior to January 1, 1980 shall vest with the employee, and may be used in the following manner:

A. After exhausting STD hours.

B. By cashing in all accrued sick leave accumulated under the previous plan upon normal retirement from the City at the rate of one hour's pay for each two hours of accrued sick leave or one hour's pay for each four hours upon separation from the City.

C. By cashing in accrued sick leave, once each year at the conversion rate of four (4) hours sick leave for one (1) hour pay, not to exceed a conversion of more than 400 hours each year.

Reporting of STD

The employee or a member of the employee's household shall notify the employee's supervisor at least one hour prior to the employee's scheduled reporting time. No STD leave will be granted to an employee who fails to notify their supervisor prior to the beginning of the employee's work shift.

Verification of Disability

If absence from work is three (3) days or more, a medical release must be provided to the employee's supervisor, who will forward it to Human Resources for possible Family and Medical Leave qualification.

Abuse of STD

Abuse of STD occurs when an employee misrepresents the actual reason for requesting STD or when an employee uses STD leave for unauthorized purposes. An employee who makes a false claim for STD leave shall be subject to disciplinary action up to and including termination.

ARTICLE 13. WORKERS' COMPENSATION

A. For any on-the-job injury which causes an employee to be absent from work as a result of such injury, the City shall pay to such employee his/her full wages from the first day of his/her absence from work up to and including the 90th calendar day of such absence, less whatever sums received by the employee as disability benefits under workers' compensation. The City requires any employee on workers' compensation to submit to an examination(s) by City-appointed physician(s) at the City's expense or under the provision of workers' compensation. If the injury or illness results in an absence of over 90 days, the employee may request to supplement the 66 $\frac{2}{3}$ % wage benefit granted by the provisions of workers' compensation with personal leave, annual leave or sick leave (if applicable). Short term disability is available only for *non work related* illnesses or injuries, so cannot be used as a supplement to the workers' compensation benefit.

B. All workers' compensation injuries shall be reported to the employee's supervisor within 24 hours of the injury or before the employee leaves his/her department of employment.

ARTICLE 14. MILITARY LEAVE

The authority for this policy is derived from the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and Section 28-3-601 C.R.S. through Section 28-3-607 C.R.S.

The City is obligated to grant military leave without loss of pay for absences not exceeding fifteen (15) days in any calendar year. Fifteen (15) days equates to fifteen 8-hour days, or 120 hrs. The City cannot require an employee to use annual leave for such purposes. The employee may, however, request use of vacation, compensatory time, or leave without pay to supplement absences exceeding those covered by the fifteen (15) day military leave allowance.

Military leave of absence will result in no loss of any condition of employment that would have normally occurred if the employee had not been absent for such purposes.

Employees are responsible for providing their department directors copies of all military orders that will result in a leave of absence for active military duty. Employees are also required to notify their supervisors at the earliest possible date upon learning of scheduled military duty.

Employees who fail to return to work according to the provisions of USERRA and Section 28-3-601 C.R.S. through Section 28-3-607 C.R.S. are subject to disciplinary action up to and including termination.

Employees must remit to the City any pay received by the military for the period of time the employee is on paid military leave. This remittance shall occur immediately upon receipt of the military pay (in instances that the military pay is greater than the employee's City pay, the employee may elect to forego City paid military leave).

The City will make a reasonable effort to adjust work schedules and assignments to accommodate employees fulfilling military obligations.

ARTICLE 15. FUNERAL LEAVE

Full-time employees are eligible for up to forty (40) hours of funeral leave. Annual or personal leave may be requested if additional time off is necessary. Funeral leave applies to members of the employee's family. For purposes of this policy, "Employee's Family" will mean the employee's spouse, or the children, grandchildren, parents, grandparents, brothers, and sisters of the employee or of the employee's spouse.

ARTICLE 16. JURY DUTY AND WITNESS SERVICE

Leave will be granted to an employee called for jury duty or to appear as a witness in his/her official capacity in obedience to a subpoena or direction by legal authority. The employee will receive their regular salary for jury duty served. Any jury pay will be reimbursed to the City. The employee may retain any reimbursements for mileage and parking. Employees on jury duty or called as a witness in their official, City capacity will be expected to work as much of their regularly scheduled workday as their jury duty schedule or appearance in court permits.

When an employee is subpoenaed as a witness in private litigation to testify, not in his/her official capacity but as an individual, accumulated leaves will be used to cover the time absent. All accumulated leaves must be exhausted before the time absent can be taken as leave without pay.

Employees will not be paid overtime or earn compensatory time for time served as a juror or a witness. Overtime is computed on hours actually worked over forty (40) hours at the assigned job.

An employee must return to work after being excused from jury duty if there are more than two (2) hours left in their regularly, scheduled workday.

ARTICLE 17. HOLIDAYS

A. The following days shall be considered official holidays by the City and all employees covered by this contract shall be entitled to ninety-six (96) hours of holiday pay:

1. New Year's Day: January 1.
2. Martin Luther King Day: the third Monday in January.
3. President's Day: the third Monday in February.
4. Memorial Day: the last Monday in May.
5. Independence Day: July 4.
6. Labor Day: the first Monday in September.
7. Veteran's Day: November 11.
8. Thanksgiving Day: the fourth Thursday in November.
9. Fourth Friday of November following Thanksgiving Day.
10. Christmas Eve: December 24.
11. Christmas Day: December 25.
12. New Year's Eve Day: December 31.

B. Any employee covered by this contract who does not perform duty scheduled on the working days or have approved paid leave immediately prior to and following a holiday shall not receive pay for the holiday.

C. Employees required to work on an official City holiday will receive approved holiday pay at two and one half times the employee's regular hourly rate for holiday hours actually worked up to 8 hours. Hours worked over 8 hours will be paid at the overtime rate (time and one-half). For departments permitting other holiday compensation options, the procedures are as follows:

- i. Approved overtime pay (time and one-half) for number of hours actually worked on the holiday IN ADDITION TO up to 8 hours of holiday leave to bank and take at a later date: OR
- ii. Approved holiday pay at two and one-half times the employee's regular hourly rate for hours actually worked on the holiday.

D. When one of the foregoing holidays falls on a Sunday, the following Monday shall be observed as the legal holiday. When any of the foregoing holidays fall on a Saturday, each employee shall be entitled to a day off for such holiday, which day off shall be scheduled as the City Manager determines, but no specific day shall be observed as a holiday for purpose of closing City offices and functions.

See City of Englewood Administrative Policy #33, "Official Holidays", for further clarification.

ARTICLE 18. UNIFORM CLEANING ALLOWANCE

If an employee is required to wear a uniform, the employee shall wear the uniform only as authorized by the department work rules. The City will provide uniforms, cleaning and replacements. The City will provide required work shoes up to a maximum of \$200 per year with department director approval. All employees shall maintain a presentable appearance while on duty. The employee is responsible for any damage to the uniform by negligence or deliberate act.

ARTICLE 19. TUITION REIMBURSEMENT / DEGREE ACHIEVEMENT RECOGNITION

See City of Englewood Administrative Policy #29, "Tuition Reimbursement/Degree Achievement Recognition".

ARTICLE 20. LIFE INSURANCE

Term life insurance will be provided by the City for employees covered by this contract in the amount of one time his/her annual salary. Upon separation from employment, the employee may convert the life insurance per the life insurance plan conversion agreement in place at the time of his/her separation from employment.

ARTICLE 21. INSURANCE

A. MEDICAL

The City will pay ninety percent (90%) of the premium cost for “employee only” coverage, eighty-five percent (85%) of the premium cost for “employee plus one” coverage and eighty percent (80%) of “family” coverage for the medical insurance plan designated as the basic City plan. Employees will pay 10%, 15% or 20% of the premium cost, depending on the level of coverage.

If the City offers any optional medical insurance plan(s), the employee will pay the difference between the City’s contribution described above and the premium cost of the optional plan chosen.

B. DENTAL

The City will pay ninety percent (90%) of the premium cost for “employee only” coverage, eighty-five percent (85%) of the premium cost for “employee plus one” coverage and eighty percent (80%) of the premium cost for “family” coverage for dental insurance. Employees will pay either ten percent (10%), fifteen percent (15%), or twenty percent (20%) of the premium cost for dental insurance, depending on the level of coverage.

C Any dispute concerning the interpretation or application of benefits provided under the health or dental plans shall be subject to the plan appeal process. It is expressly understood that this article is a non-grievable item under this contract.

ARTICLE 22. RETIREE HEALTH INSURANCE ASSISTANCE

Retirees will be guaranteed conversion privileges to the Health Insurance Conversion Plan available through the City. For those who retired prior to December 31, 1996, the City will pay \$50 per month. For retirees after January 1, 1997, the City will pay \$75 per month. For those who retire on or after January 1, 2010, the City will pay \$100 per month.

For purposes of this Article, "retiree" shall be defined as all employees who separate from the City at age 55 or older and have completed 15 years of continuous, permanent, full-time service (immediately preceding the date of separation). See City of Englewood Administrative Policy #66, "Retiree Health Assistance".

ARTICLE 23. PENSION/RETIREMENT PLANS

The pension plan description for employees covered by this contract is set forth in Title III, Chapter 4 of the Englewood Municipal Code. Additionally, the plan description for the Non-Emergency Employees Money Purchase Plan is available for inspection in the Department of Finance and Administrative Services.

ARTICLE 24. LAYOFF

A. Whenever there is lack of work, lack of funds, or under conditions where it is determined that continued work would be inefficient or nonproductive, requiring reductions in the number of employees, the appointing authority shall designate the department and positions in which the layoff is to be made. In identifying individual employees to be laid off, the appointing authority shall consider the relative ability of all employees within the position classification, taking into account the employee's documented performance history and then seniority with the City.

B. Employees laid off shall be put on a recall list for one year following their layoff. Employees recalled from layoff into the same job classification shall be recalled in inverse order of layoff. If they are recalled into a different position, those recalled must have the demonstrated ability and qualifications to perform the available work as determined by the City. No new employees shall be hired into positions covered by this contract until all employees on layoff status desiring to return to work have been recalled.

C. Employees identified for layoff shall have the right to displace an employee in any position classification which the employee formerly held in the department, taking into account both the employees' documented performance history, demonstrated ability and then seniority with the City. The employee ultimately displaced shall then be the person laid off unless that employee in turn has effective displacing rights under the provisions of this article.

ARTICLE 25. LEAVE OF ABSENCE (WITHOUT PAY)

After twelve months of continuous service and upon approval of the department director, in concurrence with the Human Resources Director, employees may be granted an unpaid leave of absence of up to one year for compelling personal reasons not related to Family and Medical Leave reasons.

All accrued, paid leave must be exhausted before the beginning of the unpaid leave of absence. Employees on such leave do not accrue personal leave, annual leave or longevity pay. Employees on unpaid leave of absence are not eligible for holiday, jury, military, funeral or administrative leave. When an employee is on an unpaid leave of absence, he/she will remain in the City health and dental insurance plans, provided the full premium is paid by the employee.

The employee may retain the benefit accrual rate they were eligible for at the beginning of the unpaid leave, provided the employee returns to work with the City on the agreed upon date. Upon return, the employee's hire date will be adjusted if the leave has exceeded thirty (30) calendar days.

An employee who engages in other employment, including self-employment, while on official leave of absence, will be terminated effective as of the last day worked, unless prior written approval has been obtained from the Human Resources Department.

Employees on an approved leave of absence, who fail to report for work by the first day after the expiration date of the leave of absence or a properly approved extension, will be terminated from their employment with the City as of the last day actually worked.

ARTICLE 26. GRIEVANCE PROCEDURE

A grievance is defined as a claim or dispute by an employee covered by the terms of this contract concerning an alleged violation of a specific provision of this contract. The employee shall be required to follow the procedure as set out below:

A general grievance is defined as a grievance that concerns a group of employees or the bargaining unit in general. A general grievance can only be filed by the Association within the time frame specified in Step 1, and the initial review will occur by the department director at Step 2 below.

A. "Work Day" means calendar days exclusive of Saturdays, Sundays, and City recognized holidays.

Step 1.

If the employee is unable to settle the grievance or dispute orally and informally through his/her immediate supervisor within five (5) working days of the date of the occurrence of the grievance, or the employee's knowledge of it, the employee may, within the succeeding five (5) work days, file a written grievance with his/her supervisor. The supervisor shall attempt to adjust the matter and shall respond in writing to the employee within five (5) work days.

Step 2.

If the answer is not satisfactory, the matter shall be presented in writing by the employee to the department director within five (5) work days following receipt of the supervisor's response. The department director shall respond in writing to the employee within five (5) work days.

Step 3.

If the grievance still remains unadjusted, it shall be presented by the employee to the City Manager in writing within five (5) work days following receipt of the response of the department director. The City Manager or his/her designated hearing officer shall have a meeting with the grievant to review the grievance and all relevant information. Within ten (10) work days of that meeting, the City Manager or his/her designated hearing officer will issue a written decision.

Step 4.

1. If the grievance is still unresolved, the Association within fourteen (14) calendar days after the reply of the City Manager or his/her designated hearing officer, may by written notice request the matter be submitted to arbitration. The parties will attempt to choose a mutually agreeable arbitrator. If within five (5) days of the request for arbitration the Association and the City cannot mutually agree on an impartial arbitrator, a request will be filed with the American Arbitration Association for a panel of seven (7) arbitrators to be sent to the parties. The arbitrator shall be selected by a method of alternative striking of names from the panel, with the first strike determined by a coin flip. The final name left on the panel shall be the

arbitrator. The arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of testimony and argument.

2. Each party shall be responsible for compensation to its own representatives and witnesses. The fees of the arbitrator shall be borne equally by the Association and the City.

3. Authority of Arbitrator

The arbitrator shall have no power to add to or subtract from or change the terms of this contract. The written decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall limit his/her decision strictly to the grievance submitted which has been properly processed through the grievance procedure outlined.

4. Failure by an employee or the Association to comply with any time limitation shall constitute a settlement of the grievance. Should the employer not respond within the prescribed time, the grievance will automatically proceed to the next step. At the employee's option, the employer may be allowed additional time to respond.

Processing Grievance During Working Hours

Grievances may be investigated and processed by the employee or designated employee representative during working hours, within reasonable time limits, without loss of pay, provided notice is given and the workload permits.

ARTICLE 27. WRITTEN CORRECTIVE ACTION

Whenever more serious grounds for corrective action exist (i.e., more serious than those deemed by the supervisor to warrant oral corrective action) the supervisor should issue a written corrective action. The written corrective action will be addressed to the employee and will include the following information:

- The violation
- The specific behavior
- The dates of the behavior
- The warning that continuance of the specific behavior will result in disciplinary action, and
- An offer of assistance in correcting the behavior.

Both the employee and supervisor must sign the document (if necessary, the supervisor will note that the employee refuses to sign the document). A copy of the written corrective action will be forwarded to Human Resources to be included in the employee's official personnel file. The employee will have the opportunity to submit written comments in response to the written corrective action to be included in their file.

This Article shall not be grievable under this contract, nor shall it apply to probationary employees.

ARTICLE 28. DUES DEDUCTION

A. The City agrees to deduct the Englewood Employees Association dues each pay period from the pay of those employees who individually request in writing that such deductions be made, subject to the garnishment laws of the State of Colorado. The amounts to be deducted shall be certified to Human Resources by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the 15th of the succeeding month, after such deductions are made. The authorization shall be revocable during the term of the contract, upon written notice by the employee to Human Resources.

B. If no wages are paid to an employee authorizing such deductions in any given pay period, deduction for that pay period(s) will be made from any wages which may be paid to him/her in the succeeding pay period(s). It is expressly understood that the City assumes no liability and shall not be liable for the collection or payment to the Englewood Employees Association of any dues during any time that an employee is not actually working for the City and actually on the payroll of the City. In the event of error on the check-off list, the City will not be responsible to make adjustments, until notified by the Treasurer of the Englewood Employees Association.

C. The Englewood Employees Association shall indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provision of this Article.

D. Changes in the dues amount to be deducted shall be limited to two (2) changes each year, providing a thirty (30) day written notice is provided to Human Resources.

E. Should the change in the deduction method require a computer programming change, the Englewood Employees Association shall be responsible for the cost of such change or changes, at \$30 per hour with a four (4) hour maximum. Payment from the Englewood Employees Association shall be made to the City Finance and Administrative Services Director within ten (10) days of receipt of billing.

ARTICLE 29. ASSOCIATION ACTIVITIES

The City agrees that during working hours on the City premises and without loss of pay, Englewood Employees Association members may be allowed to:

- attend two (2) EEA meetings annually. The City, however, retains the right to maintain appropriate staffing levels as determined by the department director and will not be required to pay overtime or compensatory time necessitated by attendance at the meeting. Members may be called back from such meetings to address emergencies. Other membership meetings may be called to address issues of general interest. If these additional meetings are held during employees' work shifts, the City retains the right to either approve or disapprove attendance on City time (i.e., during times other than employees' lunch and break periods). Notice of such meetings, specifying whether it is biannual or general interest will be provided to directors, managers and supervisors two weeks in advance, unless it is mutually agreed to waive this provision;
- post EEA notices on City designated bulletin boards;
- solicit EEA memberships during employee's non-work time.

Additionally, the Association may call monthly meetings of its board, to be held during the board members' lunch periods. One (1) week's notice will be given to supervisors if the meetings are expected to exceed the lunch periods.

Board members may also be allowed to represent employees on grievances. They will be allowed to represent employees at labor management committee meetings and negotiations. During negotiations, EEA negotiation team members may meet during work hours to discuss issues with appropriate notice given to directors, managers and supervisors. The Association team shall not exceed eight (8) members.

ARTICLE 30. STANDBY PAY

Standby pay is defined as compensation for employees covered by this contract who must be immediately available to respond while off duty. All employees covered by this contract and assigned standby duty shall be compensated at a rate equal to eight (8) hours at his/her regular rate of pay for one week of standby duty. Standby pay shall be prorated for standby duty of less than one week. (Example: an employee assigned standby duty for one day will be compensated at a rate equal to $8 \text{ hours} / 7 = 1.14 \text{ hours}$).

Standby pay shall not be substituted with compensatory time.

ARTICLE 31. CALL BACK

Any time an employee on off-duty status (including stand-by duty) is called back to work he/she shall be credited with a minimum of two (2) hours pay at the rate of one and one-half (1 1/2) times his/her regular hourly rate.

With the approval of the department director and subject to departmental guidelines, the employee may choose to substitute compensatory time for call back pay.

ARTICLE 32. LABOR MANAGEMENT COMMITTEE

A labor management committee consisting of four (4) members appointed by the Association and four (4) members appointed by the City shall meet on a quarterly basis. The committee will only deal with group issues that are not dealt with through other existing committees or grievance procedures. The Association will send its agenda items to the Human Resources Director at least one (1) week prior to the date of the quarterly meeting.

City policy changes will be presented at the quarterly labor management committee meetings. Emergency policy changes will be immediately forwarded to the Association for distribution.

ARTICLE 33. EXCLUSIVENESS OF CONTRACT

The City and the Association agree that the terms and provisions herein contained constitute the entire contract between the parties. The City and the Association agree that all negotiable items have been discussed during the negotiations leading to this contract and, therefore, agree that negotiations will not be reopened on any item during the life of this contract, except by mutual agreement of the parties.

IN WITNESS THEREOF, the parties have caused this contract to be signed by their respective representatives, and their signatures placed thereon, on this _____ day of July, 2015 at Englewood, Colorado.

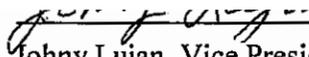
ENGLEWOOD EMPLOYEES
ASSOCIATION

CITY OF ENGLEWOOD



Susan Quirk, President

Mayor, Randy Penn



Johnny Lujan, Vice President

ATTEST:

City Clerk, Loucrishia A. Ellis

City Manager, Eric Keck

COUNCIL COMMUNICATION

Date: July 6, 2015	Agenda Item: 11 c iii	Subject: Tennis and Basketball Court Overlay
Initiated By: Parks & Recreation	Staff Source: Dave Lee, Open Space Manager	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Vision: To promote and ensure a high quality of life, economic vitality 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.

Council has previously approved contracts for the repair of tennis and basketball courts at all park locations.

RECOMMENDED ACTION

Staff recommends that Council award, by motion, a contract to All Seasons Tennis Courts, the low bidder, for sealing and overlay of Romans Park tennis courts and the basketball courts at Cushing, Jason, Centennial, Romans and Bates-Logan Parks in the amount of \$49,222.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

All six of the above mentioned courts are in need of resurfacing and repair due to cracking and peeling of the surface. A maintenance schedule is compiled on an annual basis of courts needing repair and resurfacing. Typically, the courts are scheduled every other year for repair and resurfacing.

Bid proposals were solicited for the repair of all tennis and basketball courts in the parks. All bids came in higher than the budgeted amount for the repair of the courts. In light of this information, the Belleview tennis courts were omitted because they were in the best shape and needed the least amount of repair. Bid documents specifically state the option of selecting a partial or complete bid shall be at the discretion of the City of Englewood. All Seasons Tennis Courts is the low bidder based on the partial bid.

FINANCIAL IMPACT

All Seasons Tennis Courts is the low bidder for the resurfacing project with a bid of \$49,222.00. Funding for the court resurfacing is budgeted in the 2015 Open Space Fund.

LIST OF ATTACHMENTS

Barton Memo
Bid Specifications
Bid Tabulation Sheet
Contract for Services

Memorandum

To: Dave Lee, Manager of Open Space
From: Jerry Barton, Englewood Parks Department Supervisor
Subject: Basketball and Tennis Court Overlay Project
Date: June 6, 2015

After reviewing the bid sheets from the three companies that submitted bids for the tennis court and basketball court overlay project, the low bid is from All Seasons Tennis Courts.

It is my recommendation that we spend the \$49,222.00 to have the tennis court at Romans Park and the basketball courts at Cushing, Jason, Centennial, Bates-Logan and Romans Parks done by All Seasons Tennis Courts.



CITY OF ENGLEWOOD
PURCHASING DIVISION

REQUEST NO. ITB-15-006
DATE: March 27, 2015

INVITATION TO BID
Tennis and Basketball Courts Overlay Project

The City of Englewood will receive sealed bids for supplying "Tennis and Basketball Courts Overlay Project" as per specifications no later than Thursday, April 9, 2015 prevailing time, 2:00 P.M. MDT. Bids will be received at the Englewood Civic Center 3rd Floor Central Cashiering Attention: Procurement Division 1000 Englewood Parkway, Englewood, CO 80110-2373. Bids will be publicly opened and read aloud at 2:00 P.M. in the Public Works Conference Room located on the 3rd floor of the Englewood Civic Center.

Bidding firms are asked to mark envelope "Tennis and Basketball Courts Overlay Project" in lower left hand corner with the Bid #ITB-15-006 shown on the front of the envelope in which the bid is submitted. The City of Englewood assumes no responsibility for unmarked envelopes being considered for award. If City offices are closed due to inclement weather, an amendment will be issued with a new date, time and address of the bid opening.

At time, date, and place above, bids will be publicly opened and read out loud. Late bids will not be accepted under any circumstance, and any bid so received shall be returned to the bidding firm unopened. In addition, telegraphic and/or bids sent by electronic devices are not acceptable and will be rejected upon receipt. Bidding firms will be expected to allow adequate time for delivery of their bid either by air freight, postal service, or other means. Bidding firms are invited to, but not required to attend the bid opening.

The City of Englewood has contracted with BidNet that utilizes a central bid notification system created for the City of Englewood. This system allows vendors to register online and receive notification of new bids, amendments and awards. If you do not have internet access, please call the BidNet support group at (800) 677-1997 extension #214. Vendors with internet access should review the registration options at the following website:

<http://www.RockyMountainBidSystem.com>

The City of Englewood cannot guarantee accurate information of plans and specifications obtained from sources other than the Rocky Mountain E-Purchasing System (RMEPS).

Any questions or clarifications concerning this bid shall be submitted in writing by e-mail to astutz@englewoodgov.org at the City of Englewood, Procurement Division, 1000

Englewood Parkway, Englewood, CO 80110. The bid title and number should be referenced on all correspondence. **All questions must be received no later than 10:00 A.M. MDT Thursday, April 2, 2015.** All responses to questions/clarifications will be listed on the Rocky Mountain E-Purchasing Site as listed above in the form of an addendum no later than Monday, April 6, 2015. The City will not be bound nor responsible for any explanations or interpretations other than those given in writing as set forth in this invitation for bid. No oral interpretations shall be binding on the City.

All material submitted in connection with this bid becomes the property of the City of Englewood. Any and all bids received by the City shall become public record and shall be open to public inspection after the award of a contract, except to the extent the bidding entity designates trade secrets or other proprietary data to be confidential.

The successful bidding entity agrees to comply with all applicable Federal, State, County and City laws, ordinances, rules and regulations that in any manner affect the items covered herein and agrees to secure all necessary licenses and permits in connection with this invitation and any goods or services to be provided.

Where bidding entities are required to enter City of Englewood property to deliver materials or perform work or services as a result of an award, the entity will assume the obligation and expense of obtaining all necessary licenses, permits and insurance. The bidding entity shall be required to have property, liability, and workers compensation insurance with minimum limits of \$1,000,000.00 and to provide the City with copies of the certificate of insurance.

The successful bidding entity will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and will comply with the Americans with Disabilities Act.

By submission of the bid, the bidding firm certifies that the bid has been developed independently and submitted without coordination with any other bidding entity.

The City of Englewood shall have the right to reject any or all bids, and to waive any informalities or irregularities therein and request new bids when required. In addition, the City reserves the right to accept the bid deemed most advantageous to the best interest of the City. Any award made in response to this invitation to Bid will be made to that responsible bidding entity whose offer will technically be most advantageous to the City-price, delivery, estimated cost of transportation, and other factors considered. The option of selecting a partial or complete bid shall be at the discretion of the City of Englewood.

If this project is for a public works project or public project, as defined in Section 8-49-102(2) C.R.S. the contractor shall comply with 8-17-101 C.R.S. which requires the contractor to use at least eighty percent (80%) Colorado labor for any public works project financed in a whole or in part by State, counties, school districts, or municipal monies.

BIDDERS MUST SUBMIT PROPOSALS ON THE ATTACHED BID PROPOSAL FORM AND INCLUDE ONE (1) COPY MARKED (COPY)

Alicia Stutz, CPPB
Procurement Specialist
City of Englewood, CO

GENERAL INFORMATION
ITB-15-006
Tennis and Basketball Courts Overlay Project

The City of Englewood's objective is to hire a qualified and competent Contractor to provide all labor, materials and equipment necessary to fill and level cracks and apply resurface material to two (2) Tennis Courts and five (5) Basketball Courts per specifications at the following Englewood Parks Locations:

1. Cushing Park (700 W. Dartmouth Ave.)
2. Centennial Park (4630 S. Decatur St.)
3. Jason Park (4299 S. Jason St.)
4. Bates/Logan Park (2938 S. Logan St.)
5. Romans Park (1700 E. Floyd Ave.)
6. Belleview Park (5001 S. Inca St.)

Project Schedule:

Bid Package Available: Friday, March 27, 2015
Questions Due: 10:00 A.M. MDT Thursday, April 2, 2015
Bids Due: 2:00 P.M. MDT Thursday, April 9, 2015
Job Start Date: After May 15, 2015
Job Completion Date: By June 15, 2015

The Owner of this project is the City of Englewood, 1000 Englewood Parkway, Englewood, CO 80110.

The Contractor is responsible for obtaining all required permits prior to commencement of any work on the project.

Contractor's use of Premises: The contractor shall limit their work to between the hours of 7am and 5pm., Monday through Friday except City holidays. Any other times of work shall be by approval of the engineer. The contractor and their subcontractors will be allowed on site only during the established working periods.

There is a 5% bid bond required for this project. Each Bid shall be accompanied by an appropriate guarantee in the form of a Bid Bond, Certified Check or Cashier's Check made payable to the City of Englewood in an amount of not less than 5% of the bid amount.

The awarded Contractor will be required to have ready and furnish a "Performance, Payment and Maintenance Bond" in the amount of 100% (copy attached) executed by a surety company acceptable to the City of Englewood within 10 days of Notice of Award.

Sample Contract: a sample contract, which the City of Englewood intends to use with the successful contractor is attached to this ITB and identified as "Sample Contract". Exceptions to the contract should be identified and submitted with the contractor's proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements.

The Contractor will be required to have a City of Englewood License and pay fees based on the license type. All bids to include 3½% Sales and Use Tax, and a ¼% Arapahoe County Open Space Tax, on materials incorporated into the project.

Liquidated Damages: There are no liquidated damages for this project.

Statement of Qualifications: Included in the bid documents is a Statement of Qualifications form that must be completed and submitted with bid proposals.

Insurance – See "Insurance" document (attached) for required insurance which must be kept in effect during the performance of this work. Certificates must be provided to the City prior to undertaking any work.

All work performed under this solicitation will be performed in a manner that will protect the public and workers during the construction and comply with all applicable laws and regulations.

The Contractor shall be solely, and completely responsible for the conditions at, and adjacent to, the job site, including safety of all persons and property, during the performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours. The duty of the City to conduct construction review of the Contractor's performance and is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

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. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of Parks & Recreation, whose decision upon the matter shall be final and obligatory upon the Contractor.

Miscellaneous site use items include, but not limited to: maintaining pedestrian and vehicular access to and around existing facilities, not reasonably encumbering site with equipment and materials, assuming full responsibility for protection and safekeeping of products stored on the premises, obtaining and paying for use of additional storage or work areas needed for operation, patching any damaged existing paving on adjacent properties, and keeping roads and other areas clean of dirt and other debris. The contractor will store products in accordance with manufacturer's instructions, seals and labels intact and legible. Store products subject to damage by the elements in weather-tight enclosures, maintain temperature and humidity within ranges required by manufacturer's instructions, storage of hazardous materials and wastes shall be in accordance with local, state and federal fire codes and regulations, note requirements on Materials Safety Data Sheets (MSDS), store fabricated products above ground, position on blocking or skids; prevent soiling or staining, cover products subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation, and store loose granular materials in well-drained areas on solid surfaces

and prevent mixing with foreign matter. Do not store materials from other products on sites unless specifically approved by the project inspector.

All disposal of debris resulting from the Contract Work, unless specifically allocated to another scope of work, shall be the responsibility of the Contractor. This includes scheduling, costs and interference in the use of trash collecting, containers, trucks, etc. The contractor is responsible for awareness of, understanding of, and compliance with all local, state and federal regulations regarding the disposal of any hazardous and non-hazardous wastes.

The disposal of all waste material such as demolition debris, broken concrete, pavement, trees, roots, rocks, pipe and excessive earth material shall be the responsibility of the Contractor. The contractor shall supply a dumpster or dump truck to haul away all trash and debris. The work site must be kept neat and orderly while the work is done. The Contractor shall not store debris on site nor use any dumpster except his own.

The contractor shall provide barricades, safety guards, temporary fencing, signage and/or other methods to secure trenches, open excavations, and other unsafe conditions resulting from this construction.

Contractor shall adhere to all safety regulations.

No reimbursement will be made by the City of Englewood for any costs incurred prior to a formal "Notice to Proceed" or purchase order being issued. The Contractor shall commence work under the contract on or before the 10th day following the "Notice to Proceed" unless such time for beginning the work shall be changed by the City of Englewood's Project Manager for this Project in the "Notice to Proceed."

The successful bidder upon Notice of Award will execute the contract and furnish required insurance certificates to the City of Englewood.

The Contractor shall be responsible for any sub-contractor brought in by the Contractor and insure all sub-contractors comply with all insurance & licensing requirements.

All work shall be made in accordance with good commercial practice and shall be adhered to by the successful Contractor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Contractor. In these cases, the Contractor shall notify the City of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

Should anything be omitted from the Contract Documents which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the Contractor shall secure written instructions from the Owner before proceeding with the construction affected by such omissions or discrepancies. The Contractor shall furnish all materials, labor, equipment and perform all operations required to complete the work in accordance with the intent of the Contract, Drawings and Specifications.

A listing should be provided of all sub-contractors and additional qualification information should be provided as to the experience of the firm that will remove existing and construct the Recreation Center HVAC Replacement. Identify the contact person and supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis on their experience with similar work.

City of Englewood Tennis & Basketball Courts Overlay Bid for 2015 Specifications

Standards:

- 1. Courts to be cleaned using a high pressure washer.**
- 2. Cracks are to be cleaned of all foreign debris and vegetation. The cracks are then to be filled with using Guardian crack repair system or equivalent and ground flush when dry.**
- 3. It will be required that an acrylic binder mixed with sand and mortar be used for cracks and edges.**
- 4. Courts are then to be leveled with an approved leveling mixture. Then one coat of an acrylic surface product that provides a long wearing base.**
- 5. After which two coats of acrylic resurface material.**
- 6. The tennis courts will confirm to USTC and TEA court standards.**
- 7. All work will be completed within thirty days of receiving the contract. (Work may not begin until after the 15th of May and be completed by the 15th of June)**

Painting:

- 1. The courts are to be painted as follows. The basketball courts are green with white 2 1/4" lines.**
- 2. The tennis courts at Romans are a blue playing field with green side lines with white 2" play lines. These courts will have 10 and under lines which are 1 3/4" added along with the regulation lines**
- 3. Belleview tennis court is red playing field with green sides with white 2" play lines. These courts will have 10 and under lines which are a light blue 1 3/4" wide line".**
- 4. Application temperature must be 50 degrees or warmer and no immediate chance of rain fall.**
- 5. All basketball center court lines will leave a seven foot gap in the center so that we can put in the city logo after work has been completed.**

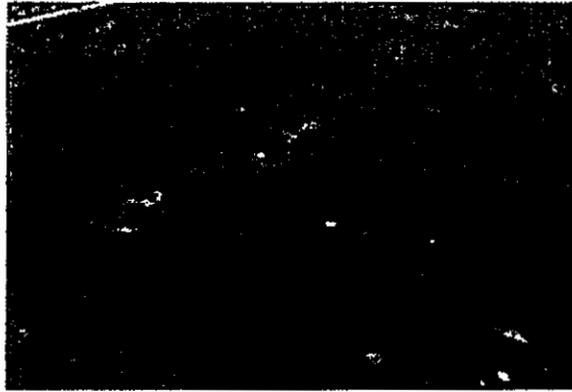
- 1. Cushing Park (700 W. Dartmouth) basketball court - 215 linear feet**
- 2. Centennial Park (4630 S. Decatur) basketball court - 136 linear feet**
- 3. Jason Park (4299 S. Jason St.) basketball court - 233 linear feet**
- 4. Bates Logan Park (2938 S. Logan St.) basketball court - 270 linear feet**
- 5. Romans Park (1700 E. Floyd Ave.) basketball court - 250 linear feet**

6. Romans Park (1700 E. Floyd Ave.) tennis courts - 822 linear feet
7. Belleview Park (5001 S. Inca) tennis courts - 695 linear feet

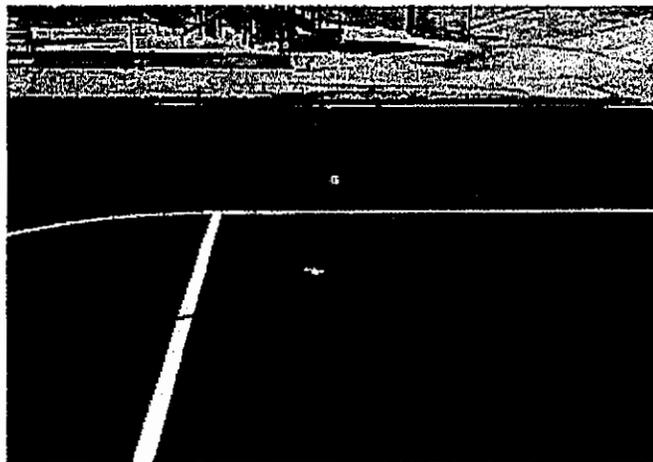
Below are sample photos of the condition that the courts are in at this time.

Cushing Park basketball court

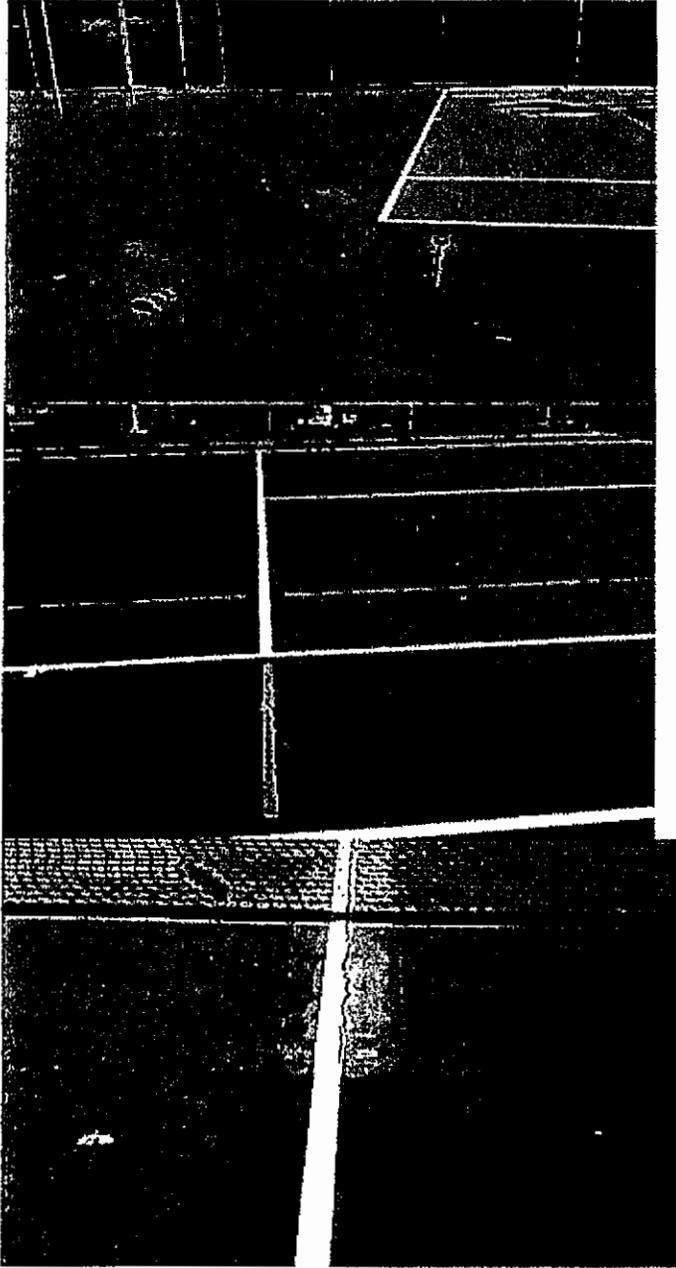




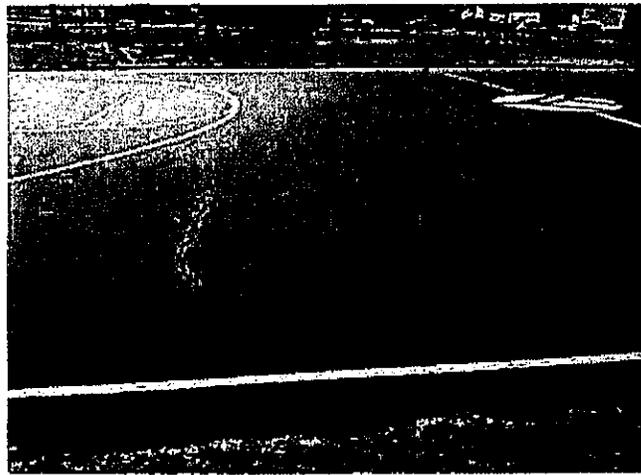
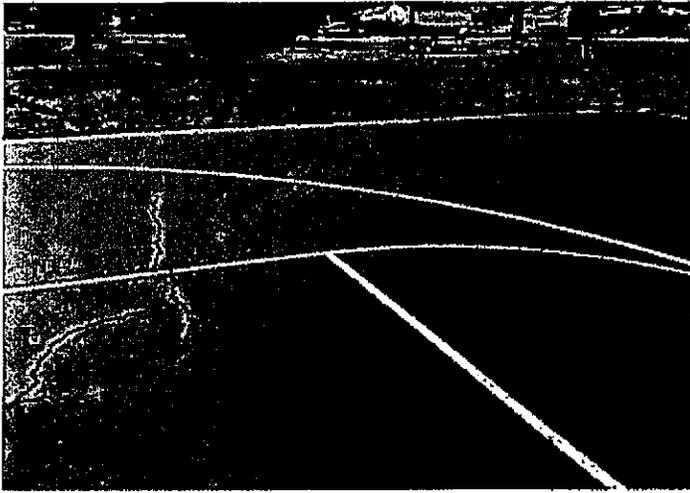
Centennial Park basketball court



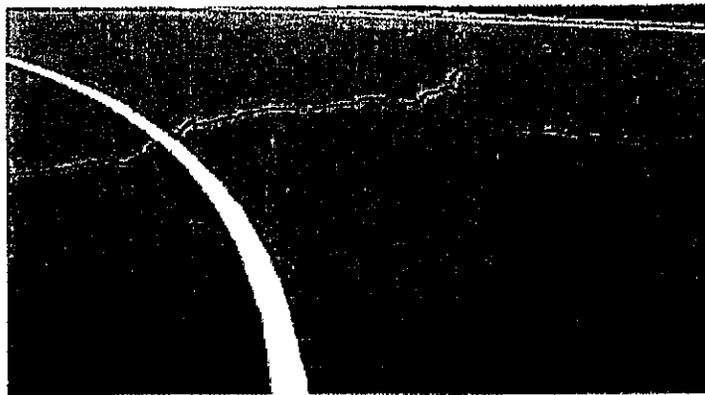
Belleview Park tennis court

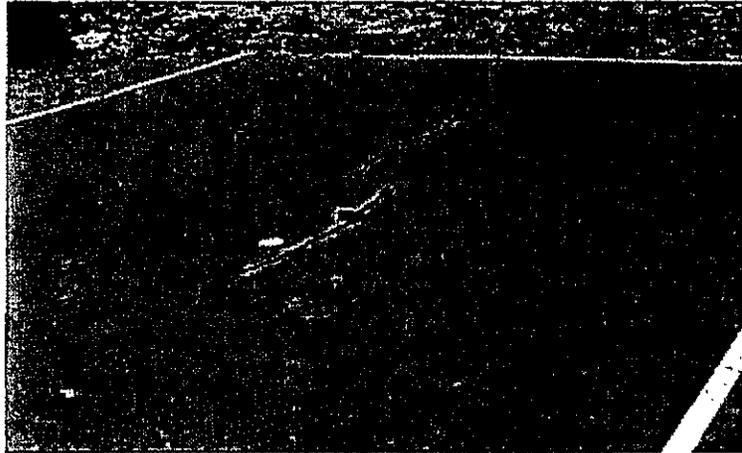


Jason Park basketball court

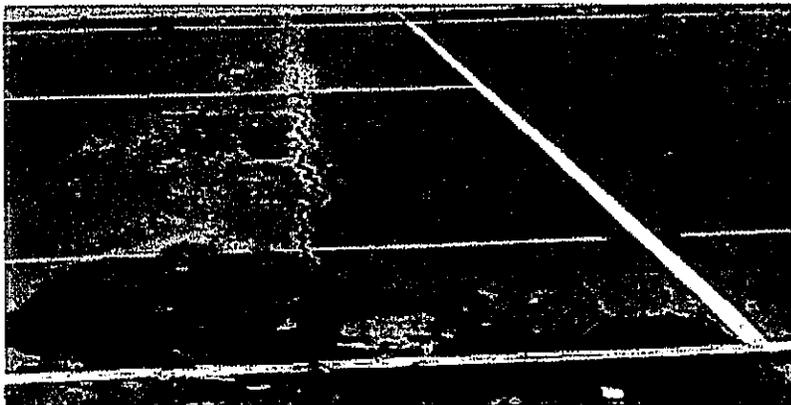
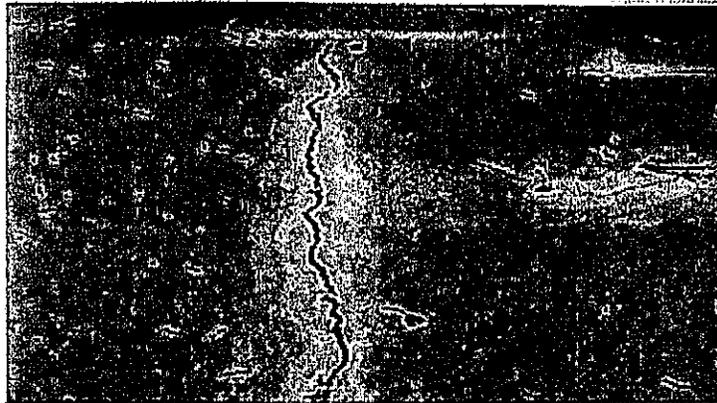


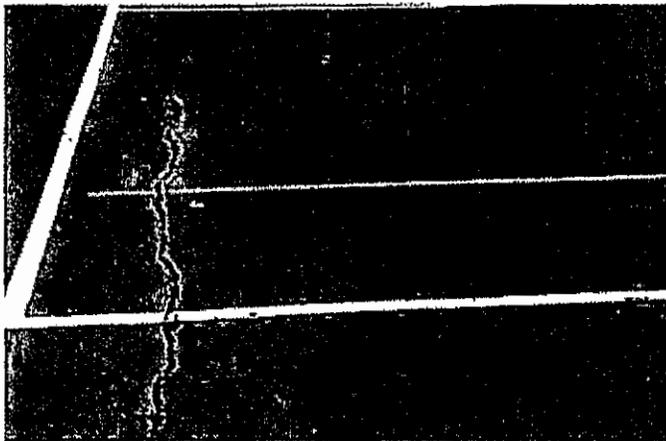
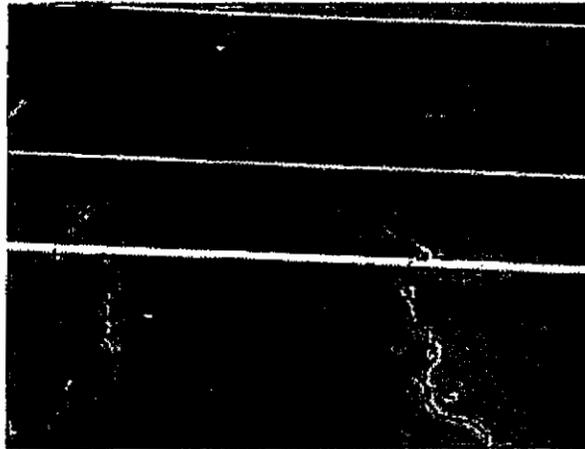
Romans Park basketball court



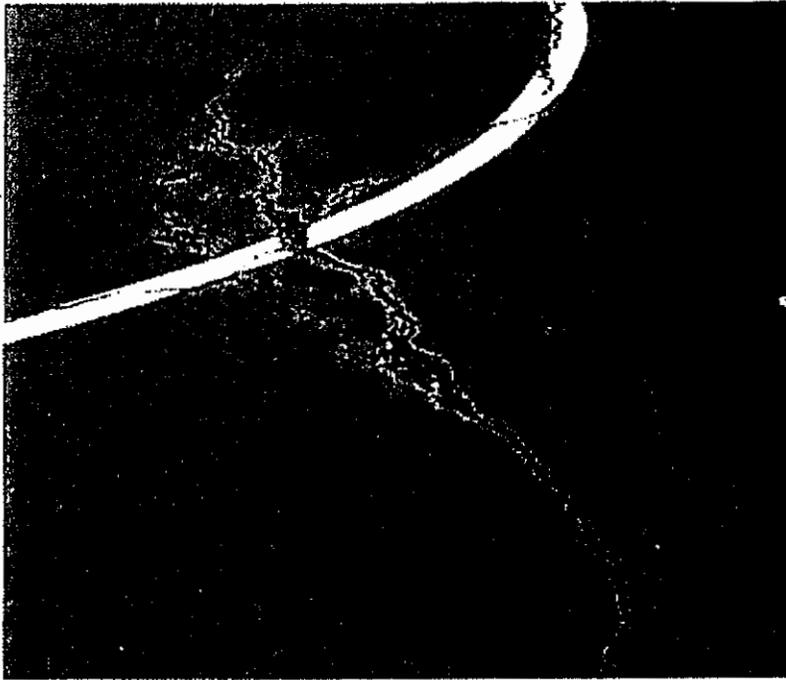


Romans Park tennis court





Bates Logan Park basketball court



City of Englewood Bid Tabulation Sheet

Bid Opening: Thursday, April 9, 2015 2:00 PM MDT

ITEM: ITB-15-006 Tennis and Basketball Courts Overlay Project

Apparent Low Bidder

Item # and Description	Hellas Construction, Inc. 12710 Research Blvd., Ste #240, Austin, TX 78759 / 512-250-2910 / Tommy McDougal - VP	Coatings, Inc. 5903 Lamar St., Arvada CO 80003 / 303- 423-4303 / Richard E. Miller	All Seasons Tennis Courts 40 Pinecone St., Golden, CO 80401 / 303-355-4582 / Jim Mease - Owner	Exceptions/Comments: <i>There were no Addenda for this project</i>
1. - Cushing Park Basketball Court / 215 LF	\$ 6,000.00	\$ 7,500.00	\$ 4,975.00	
2. - Centennial Park Basketball Court / 136 LF	\$ 5,000.00	\$ 5,920.00	\$ 4,482.00	
3. - Jason Park Basketball Court / 233 LF	\$ 6,000.00	\$ 7,860.00	\$ 5,087.00	
4. - Bates/Logan Park Basketball Court / 270 LF	\$ 6,000.00	\$ 8,600.00	\$ 4,986.00	
5. - Romans Park Basketball Court / 250 LF	\$ 6,000.00	\$ 8,200.00	\$ 5,012.00	
6. - Romans Park Tennis Courts / 822 LF	\$ 22,700.00	\$ 36,540.00	\$ 24,680.00	
**7. - Belleview Park Tennis Courts / 695 LF	\$ -	\$ -	\$ -	**Revised Bid Tabulation. Parks has removed this from the project
Bid Total:	\$ 51,700.00	\$ 74,620.00	\$ 49,222.00	

City of Englewood
 1000 Englewood Parkway
 Englewood, CO80110
 (303) 782-2412

CONTRACT FOR SERVICES UNDER \$50,000 AGREEMENT NUMBER 12-122

THIS CONTRACT made and entered into on _____, 2015, by and between
 All Seasons Tennis Courts 701 Pine Cone St., Golden, Co. 80401 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** for a total contract price of:

Forty-nine thousand two hundred twenty-two dollars and .00 Dollars (\$49,222.00.
 _____)

the following services: resurface basketball and tennis courts

At the location of: Cushing, Centennial, Bates-Logan, Jason and Romans Parks

(if applicable)

2. The term of this contract shall begin on _____, 2015, with work to be completed on or before September 30, 2015.
3. The Contractor shall not commence work under this Contract until the insurance required under Paragraph 21 of the 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 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 10% 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 Specifications.

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

<input checked="" type="checkbox"/>	Proposal/Scope of Work Statement	<input checked="" type="checkbox"/>	Insurance Forms
<input type="checkbox"/>	Purchase Order No.	<input checked="" type="checkbox"/>	Immigration documents

CITY OF ENGLEWOOD

By (signature) _____ (date) _____

Contractor

By (signature) [Handwritten Signature] (date) 6/2/15

524-70-2801

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 a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance 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 to 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 by terms of this contract as far as such terms are applicable to subcontractor's 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, 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 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 thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, 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/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/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 carrying out other terms and conditions of the Contract/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 the 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 sublet, 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 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 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/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 a 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 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. **VARIFICATION 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 sub-contractor that fails to certify to the Contractor that the sub-contractor 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

COUNCIL COMMUNICATION

Date July 6, 2015	Agenda Item 11 c iv	Subject Purchase/Replacement 28 Passenger Bus
Initiated By Department of Parks and Recreation Department of Public Works	Staff Source Joe Sack, Recreation Services Manager Pat White, Fleet Manager	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Vision: To promote and ensure a high quality of life, economic vitality, 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.

Council has supported previous vehicle purchases to provide recreational programming opportunities that include transportation.

RECOMMENDED ACTION

Staff recommends that Council approve, by motion, the purchase of a 28 passenger Thomas Bus. Staff recommends awarding the contract to Transwest Truck Sales for \$126,490.00 with an Adams 12 bid and cooperative purchasing.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Unit 5230, a 2006 Thomas 28 passenger bus has met the minimum mileage requirement, maintenance dollars expended and years of service for replacement. Currently 5230 has 100,382 miles of use.

In 2014, the Travel and Outdoor program area conducted 142 trips with 2,171 guests which generated \$58,611.00 in revenue. Trips included excursions, hikes and ski outings organized by the Malley Senior Recreation Center.

FINANCIAL IMPACT

Funds for this project are available through the Capital Equipment Replacement Fund (CERF). Purchase was approved in the 2015 Budget.

LIST OF ATTACHMENTS

Summary Specification for New Vehicles
Transwest Customer Quotation
Adams 12 Five Star Schools Award and Cooperative Purchasing

SERVICENTER GARAGE

**SUMMARY SPECIFICATION SHEET
FOR
NEW VEHICLES**

ADAMS 12 FIVE STAR SCHOOL AWARD# ITB 15-090-Type A and Conv. School Bus

ENGLEWOOD BID# _____

MANUFACTURER OF VEHICLE Thomas

MODEL OF VEHICLE C2 Bus

AIR CONDITIONING	YES	NO
AUTOMATIC TRANSMISSION	YES	NO
POWER WINDOWS	YES	NO
POWER DOOR LOCKS	YES	NO
4 WHEEL DRIVE	YES	NO
FLEX FUEL OPTION	YES	NO
CERF REPLACEMENT	YES	NO
NEW ADDITION TO FLEET	YES	NO

DEPARTMENT VEHICLE ASSIGNED TO 021301 Recreation Services

COMMENTS: This unit will replace Unit 5230, a 2006 Thomas 28 passenger bus. It has met the minimum mileage requirement, maintenance dollars expended, and years of service for replacement. The current unit has 100,382 miles of use. The replacement bus will be purchased through Transwest Trucks Bus Sales for \$126,490.00. This includes the flat floor option (of \$1,500.00). This purchase is a piggy back purchase as a stated cooperative purchasing effort. Funds are available through the Capital Equipment Replacement Fund and were approved in the 2015 Budget.



Customer Quotation

Prepared For:

CITY OF ENGLEWOOD
2800 S PLATTE RIVER DR
ENGLEWOOD, CO 80110

28 Passenger Thomas C2 Bus
Buying off of Adams 12 Bid

Prepared By :

Jon Shaw
Bus Sales
Transwest Trucks
20770 E. I-76 Frontage Road
Brighton, CO 80601

Direct Line: (303) 301-7417
Cell: (303) 618-5169
Fax: (303) 655-7381
Jshaw@transwest.com

Quote Number:
305573

Quote Date:
5/27/2015

Customer Order No:
28 Passenger

Model Profile: Saf-T-Liner C2 221TS

Product Type:	Commercial Transportation
Year:	2016
Chassis Model:	B2 106
Chassis MFG:	FLNER
GVWR:	[GVWR]
Passenger Capacity:	28
Headroom:	78
Wheelbase:	199
Brake Type:	AIR
Engine Type:	CUMMINS ISB260 DIESEL, 6 Cyl, 260 HP, 2600 RPM
Fuel Type:	DIESEL
Fuel Tank Capacity:	60
Transmission Type:	Allison Automatic 6 Speed
Axle, Front:	DA-F-10-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE, 10000-lb Capacity
Axle, Rear:	DA-RS-21-4 21K R-SERIES SINGLE REAR AXLE, 21000-lb Capacity
Tires, Front:	RADIAL FRONT TIRE, MICHELIN XZE2, 11R22.5 14 PLY
Tires, Rear:	REAR MICHELIN XDN2 11R22.5 14 PLY RADIAL
Suspension Front:	10,000 LB. TAPERLEAF FRONT SUSPENSION
Suspension Rear :	AIRLINER 21,000 LB. REAR SUSPENSION

Includes the Following Equipment:

**DEALER ADD On's
EQUIPMENT**

- 1 AC front and rear
- 1 Carpet Walls
- 1 Install Carpet Ceiling and LED light Center Ceiling
- 1 Wabasto Timer

Meets all FMVSS requirements in effect at the time of manufacture.

Total for 1 complete unit(s):
Delivery Cost: City of Englewood

\$ 124,990.00
Included

Terms and Conditions: Net 30
Quote Expires: 30 Days

OPTION: Flat floor with 255/70R22.5 tires and 23K air ride suspension add \$ 1500.00

Customer Signature: _____ **Date:** _____

Optional Equipment Included- Body:

1 [A000000161] ALERT-PDI INSTALLATION
 1 [A0000CHECK] LOOSE ITEM OPTIONS - CHECKLIST
 1 [A200100000] PDI IDENTIFIER-DEALER PERFORMED
 1 [B299001000] FREEDMAN COMMERCIAL SEAT PACKAGE ALERT WITH BELTS
 1 [B610000095] BELT-ELR SHOULDER/PUSH BUTTON LAP
 7 [B635599041] FREEDMAN HI BK 2 PASSENGER WALL,RECLINER,UNDER SEAT RETRACTO
 1 [D100200002] LOGO-FRT RS & RR
 1 [D100600002] LABEL-P/O WDO EMER EXIT 2" BLACK
 1 [D101502001] LABEL-ENGLISH AG2,AIR,ENT DR
 4 [D102500001] REFLECTTAPE-P/O WDO WHT
 1 [D102901001] REFLECTIVE TAPE-EMERGENCY DOOR REAR WHITE
 1 [D103900000] FIRE EXTINGUISHER-5 3A-40BC
 1 [D106400000] VISOR-TINTED DRIVER'S SIDE WINDOW 6"X30"
 1 [D106500000] VISOR-WINDSHIELD SUN 6"X30" TINTED
 1 [D106600003] HORN-SPEAKER LS COWL LEG
 1 [D106900003] RADIO-AM/FM W/CD & PAGE
 1 [D107000000] REFLECTORS-AMBER(2) MID BDY 3"
 1 [D107100000] REFLECTORS-RED (4) RR/RR SI 3"
 1 [D107313002] HATCH-RF ESC MODEL 1100/1600 ENG(2)
 1 [D108700000] HANDLES-W/S SERVICE, PAINTED
 1 [D108800003] FLAPS-MUD, REAR 22.5"W/O LOGO
 1 [D108900001] FLAPS-MUD, FRONT 16"W X 12"H
 1 [D109000000] HOOKS-TOW, REAR BOLTED (2)
 1 [D109300001] ARM ASM-W/S WIPER WINTER (2)
 1 [D109400000] MAT-HEATER STEP TREAD ALL FRONT ENTRANCE DOOR
 1 [D110024COL] KIT,FIRST AID 24 UNIT COLORADO
 1 [D110100000] KIT - BODY FLUID CLEAN-UP NATIONAL STANDARDS
 1 [D110500000] STEPS-EXT W/S SERVICE
 1 [D116100002] LOCATION-VESTIBULE FLOOR PLATE LEFT 5LB FE
 1 [D119200003] LOCATION-OVERHEAD STORAGE CENTER 24 F.A.K.
 1 [D119603001] LOCATION-VESTIBULE FLOOR PLATE AFT REFLECTIVE TRIANGLE
 1 [D122201000] CUTTER-SEAT BELT W/HAND GRIP
 1 [D122301000] BLANKET- FIRE, EVAC AIDE 30 X 96
 1 [D122400000] TRIANGLES-REFL. 3 W/BOX
 1 [D123000002] DOOR-STORAGE BOX W/O GLASS
 1 [D123800000] ANTENNA - RADIO SWIVEL BASE
 1 [D125200000] MANUAL-DRVR'S/MAINT.ENGLISH
 1 [D126200000] LETTER - OVERHEAD STORAGE BOX "SAFETY EQUIP"
 1 [D130200000] DECAL-LOW SULFUR FUEL
 1 [D130400000] LOC-EMER BLANKET CURB SIDE REAR
 1 [D130500000] LOC-O/H STOR RS 10 UNIT B.F.C
 1 [D130705000] ELEC-NO ZONAR MONITORING
 1 [D131100001] LOCKS-KEYED ALIKE #CH545
 1 [D132200000] LABEL-RR DR EMERGENCY DOOR DO NOT BLOCK
 1 [D132600000] DECAL-ENTRANCE DOOR VANDALOCK ENGLISH
 1 [D134200000] LABEL-RR EMERGENCY DOOR INSTRUCTION
 1 [D134600000] LABEL-"DEF ONLY"
 1 [D134901000] LABEL-REGENERATION WARNING 2010/2013 EPA ENGLISH
 1 [D200200002] FENDER-QUARTER 24" BATTERY BOX DOOR
 1 [D200600000] BODY ADJUSTMENT-FREIGHTLINER, BTR RS FUEL FILL LOCATION
 1 [D201600001] APPLICATION - COMMERCIAL
 1 [D202800001] FLOOR-NON ADA
 1 [D300601002] DOOR-ACC SOLID PANEL
 1 [D300800000] LATCH-DOOR INTERIOR STORAGE OVER WINDSHIELD
 1 [D301100001] ELEC-PWR CELL PHONE OUTLET LS
 1 [D302000000] VANDALOCK-REAR DOOR W/BOLT
 1 [D302305005] DOOR-ENT AG2 TINT TEMP LOCK
 1 [D302404000] POWER SYSTEM-AG2 AIR ENTRANCE DOOR
 1 [D302901000] LATCH- 3-POINT, RR EMERG DOOR
 1 [D303104002] OPER-DOOR AIR ENT.W/ BAT.2 POS.
 1 [D303911000] VANDALOCK-ALUM.ENT.DR.CYLINDER W/KEY
 1 [D304000002] PULL-ENTRANCE DOOR, EXTERNAL ALUMINUM
 1 [D309001001] LATCH-DR INT STOR OVR DRVRSHDR
 1 [D309701000] LATCH-UNDERBODY COMPARTMENT 30/60 LOCK LEFT SIDE 1ST
 1 [D309901000] LATCH-STORAGE COMPARTMENT 30/60 LOCK RIGHT SIDE 1ST
 1 [D400400002] LPS-DOME OVER DRIVER LED
 1 [D400500002] LPS-DOME OVER STEPWELL LED

1 [D400700221] LPS-DOME PASS MIN (4) 221T
 1 [D400900002] SWITCH-RKR DOME LPS FRT/RR
 1 [D402200002] LPS-EXT AFT OF ENT DOOR LED
 1 [D402400003] OPERATION-STEPWELL LAMPS WITH IGNITION/DOME SWITCH(S)
 1 [D402500000] LAMPS-STEPWELL WITHOUT HOOD (1)
 1 [D402801002] LPS-STP/TAIL/DIR AMBER/REV LED
 1 [D405900001] LPS-LIC PLATE ILLUMINATION LED
 1 [D406000002] LAMPS-SIDE DIRECTIONAL AMBER FRONT 2 CP LED
 1 [D406700000] OPERATION-LAMPS REVERSE WITH REAR EMERGENCY DOOR OPEN
 1 [D406900003] LAMPS-ID AMBER/RED LED
 1 [D407000002] LPS-MKR ROOF FRT/RR LED WELDON
 1 [D407100002] LAMPS-MARKER ROOF MID LED WELDON
 1 [D408901000] LPS- STOP/TAIL 4" FLS.MT L.E.D.
 1 [D410801003] LPS-SI DIR AMB LED GRD RR.AXLE
 1 [D416400000] BLOCK-FUSE CUSTOMER ACCESS
 1 [D417100000] LPS-DOME REAR MOST
 2 [D417200000] LPS-STORAGE BOX SINGLE
 1 [D418600002] OPER-PRE-TRIP INSPECTION
 1 [D419601001] ELEC-SEAT BELT PILOT LAMP
 1 [D419700001] OPER-SEAT BELT PILOT LAMP
 1 [D419900000] LAYOUT-ROCKER SWITCH STANDARD
 1 [D420300000] CIRCUITRY-MULTIPLEX PRESENT
 1 [D420600000] SWITCH-STORAGE BOX
 1 [D500001006] ACCUSTYLE, HTD, RMT, RS EXTND
 1 [D500301001] MIR-B EXT.CROSSVIEW HTD S.S.BRKT
 1 [D501402221] RAIL-COMMERCIAL TRIM AT WINDOW LINE
 1 [D502513000] PAINT-EXT HNDL(S) BLACK
 1 [D502600000] BUMPER-REAR 2 BRACES NO EXHAUST HOLE
 1 [D503300003] CAP-FRONT ROOF W/O WARN.LPS.
 1 [D503400001] CAP-REAR ROOF W/O WARN.LPS.
 1 [D503702300] SHEET-UPPER SIDE EXTERIOR 16 GA.
 1 [D504007221] SHEET-LWR, L MID 16G,21"
 1 [D504109221] SHEET-LWR,L RR 16G,BOX FWD 221
 1 [D504207221] SHEET-LWR,R MID 16G,21"
 1 [D504309221] SHEET-LWR,R RR 16G,BOX FWD 221
 1 [D504500003] DOOR-U/B L BATTERY 24"
 1 [D505500001] DECAL-"DIESEL"
 1 [D505712021] FENDERETTE-STL/RBR 21" BOX BOTH
 1 [D506114221] PAINT-EXT WINDOW AREA BLACK
 1 [D5063SC000] PAINT-EXT GRD RAIL @ WDO SAME AS BODY
 1 [D5064SC000] PAINT-EXT GRD RAIL @ SEAT SAME AS BODY
 1 [D5065SC000] PAINT-EXT GRD RAIL @ FLOOR SAME AS BODY
 1 [D5066SC000] PAINT-EXT GRD RAIL @ SKRT SAME AS BODY
 1 [D506747001] PAINT-EXT BUMPER REAR BLACK
 1 [D506900001] PAINT-OMIT BLACK PAINT FRONT/REAR ROOF CAPS
 1 [D507100002] LS STORAGE BOX 1 - 60" WIDE
 1 [D507400002] LATCH-BATT DOOR NON-LOCKING
 1 [D507601000] LATCH-FUEL FILL ACCESS W/LOCK
 1 [D508200002] RS STORAGE BOX 1 - 60" WIDE
 1 [D510657000] PAINT-SOLID COLOR WHITE
 1 [D510800001] BTR FUEL FILL RECESS, W/DOOR
 1 [D510900001] VENT-STATIC NONE
 1 [D511800001] LATCH-LOCKING DEF ACCESS DOOR
 1 [D512900001] RAIL-SNOW RAIL NONE
 1 [D601100011] HEADLINING-VESTIBULE ACOUSTIC, GRAY,W/ DRIVE/ENTRANCE LAMPS
 1 [D601402221] STRIPS-AISLE, GALVALUME 221T
 1 [D601510221] FLR-GRY VINYL W/13" CTR AISLE
 1 [D601600006] FLR-BLK WHEELHOUSE AND HEATER
 1 [D601701221] FLR-PLYWD MARINE GRADE 221T
 1 [D602001221] SPEAKERS-INT. 30 WAT.(4) 221T
 1 [D602200007] MIRROR-INT 6"X30" CAMERA
 1 [D602400002] LABEL-VEHICLE CERTIFICATION NON-SCHOOL
 1 [D602500221] RACK-LUGGAGE INT TUBULAR
 1 [D603000000] PAD-DR HEADER, RR EMER 36"W
 1 [D603300000] PAD-LUGGAGE RACK ENDS
 1 [D603603084] HTR-U/S LS 84,000 BTU LOC 3
 1 [D604007084] HTR-U/S LS 84,000 BTU LOC 7
 1 [D6047071BS] HOSE-HTR BLUSTRIP W/ W/H POS 7
 1 [D604800000] HEATER-ENTRANCE DOOR STEPWELL
 1 [D604900002] HOSE-STEPWELL HEATER BLUSTRIP

1 [D605200001] CLAMPS-PLUMBING HEATER CONSTANT TORQUE
 1 [D605301000] CLAMPS-UNDERSEAT HEATER CONSTANT TORQUE
 1 [D605810002] CONN-HTR(1) CONST TORQ/BLUSTRIP
 1 [D607500000] HOLDER-CERTIFICATE 4"X 6"
 1 [D608501000] TREAD-STEP ALUMINUM ENTRANCE DOOR BLACK
 1 [D608600000] TRIM-STEPWELL HORIZONTAL WITH DIAMONETTE NOSE
 1 [D609100000] PANEL-ACCESSORY MOUNTING SAFETY EQUIPMENT
 1 [D609901002] INSULATION-FRT BULKHEAD W/ACRSY 2"POLY
 1 [D610330003] RAIL-ASSIST FRT ENT DR 30"W
 1 [D610403221] H/L-PASS AREA ACOUS GREY 221T
 1 [D610600221] INSULATION - RAFTER CAVITY 221T
 1 [D610800000] INSULATION - URETHANE
 1 [D610901300] PAD-SHLDR RAIL, GRY FIRE BLOCK
 1 [D611201004] STANCHION-RS W/ MOD PANEL (1) 30"
 1 [D611301002] STANCHION-LS W/ MOD PANEL (1)
 1 [D616800221] SEALANT-PLYWOOD FLOOR EDGES
 1 [D617000000] SEALING-FLOOR COVERING
 1 [D620600000] HOLDER-STORAGE, CLIP BOARD
 1 [D700000001] GLASS-WINDSHIELD ONE PIECE WITH TINTED BAND
 1 [D700103000] GLASS-RS FRT STAT TINT TEMP
 1 [D700203000] GLASS-LS FRT STAT TINT TEMP
 1 [D700500003] FRAME-WDO TRANSIT T-TYPE
 8 [D700530003] FRAME-WDO TRANSIT T-30"W
 2 [D700540003] FRAME-WDO TRANSIT T-40"W
 2 [D700600L06] FRAME-WDO P/O VERT TEMP TTYPE LS
 2 [D700600R06] FRAME-WDO P/O VERT TEMP TTYPE RS
 4 [D700730007] GLASS-WDO TINT TEMP T-30" R
 1 [D700740007] GLASS-WDO TINT TEMP T-40" R
 1 [D700900005] STOPS-WDO 0"
 1 [D701200001] GLS-LWR RR DR TEMP TINT
 1 [D701300001] GLS-UPR RR DR TEMP TINT
 1 [D701600008] WDO-DRIVER'S TEMP TINT
 4 [D703630008] GLASS-WDO TINT TEMP T-30" L
 1 [D703740008] GLASS-WDO TINT TEMP T-40" L
 1 [D800600001] ANTI-FREEZE, NOAT EXT.LIFE -34DEG.
 1 [D801100001] CAP-FUEL FILL BTR LOCKING
 1 [D801200000] SHIELD-EXHAUST PIPE
 1 [D900104001] SEAT-DRIVER NATIONAL W/HEAT
 1 [D900302000] ARMREST NATIONAL DRVR'S ST. NONE
 1 [D900403003] UPH DR.ST.FABRIC BLK NATIONAL
 1 [D900503007] PEDESTAL-NATIONAL AIR W/2 SHOCKS
 1 [D901600000] ELEC-PEDESTAL, HEATED SEAT

Optional Equipment Included- Chassis:

1 [FL-018-002] AIR BRAKE PACKAGE
 1 [FL-093-1G4] RADIAL FRONT TIRE, MICHELIN XZE2,11R22.5 14 PLY
 1 [FL-094-0GK] REAR MICHELIN XDN2 11R22.5 14 PLY RADIAL
 1 [FL-101-2RJ] CUM ISB 6.7-260 260HP@2300 RPM,2600 GOV,660 LB/FT @ 1600 RPM
 1 [FL-103-004] ANTI-FREEZE TO -34F,TEXACO EXTENDED LIFE
 1 [FL-107-032] CUMMINS 18.7 CFM COMPRESSOR
 1 [FL-111-001] STANDARD ENGINE OIL
 1 [FL-122-081] ALLIANCE FUEL FILTER/WATER SEPARATOR HEATED INDICATOR LIGHT
 1 [FL-124-1CC] LN 12 VOLT 270 AMP 4949PA PAD MOUNT ALTERNATOR
 1 [FL-128-076] CUMMINS INTEGRAL EXHAUST BRAKE WITH VARIABLE TURBO
 1 [FL-130-003] SANDEN COMPACT AIR CONDITIONING COMPRESSOR
 1 [FL-132-004] ELECTRIC GRID AIR INTAKE WARMER
 1 [FL-138-010] PHILLIPS 750 WATT/115 VOLT BLOCK HEATER
 1 [FL-140-039] ENGINE HEATER RECEPTACLE MOUNTED FACE OF BUMPER, LEFT SIDE
 1 [FL-141-031] WEBASTO 17K BTU COOLANT HEATER
 1 [FL-142-009] BATTERY ENABLED WEBASTO SMARTEMP CONTROL FX 7 DAY TIMER
 1 [FL-148-079] PROG RPM CTRL WITH A/C OR 12.75V LOW VOLTAGE AUTO HIGH IDLE
 1 [FL-149-013] CRUISE CONTROL-ELEC ENG,W/SWITCHES IN LH SWITCH PANEL
 1 [FL-155-057] DELCO 12V 29MT STARTER WITH INTEGRATED M
 1 [FL-160-025] DIAGNOSTIC INTERFACE CONNECTOR,9-PIN, S
 1 [FL-162-002] IGNITION SWITCH CONTROLLED ENGINE STOP
 1 [FL-166-002] PHILLIPS 150 WATT/115 VOLT OIL PREHEATER
 1 [FL-170-041] ADDL AUX LINES W/MANIFOLD PLUMBING AND COMBINED SHUTOFF
 1 [FL-172-016] CONSTANT TORQUE BREEZE CLAMPS ON 1" IN DIA GREATER, SS C
 1 [FL-174-003] CAST COOLANT BOOSTER PUMP WITH AUTOMATIC CONTROL
 1 [FL-185-108] NO CLUTCH PEDAL WITH ADJUSTABLE SUSPENDED BRAKE&ACCELERATOR
 1 [FL-198-002] AIR RESTRICTION INDICATOR MOUNTED ON INTAKE
 1 [FL-230-001] 60 GALLON/227 LITER STEEL RECTANGULAR FUEL TANK,BETWEEN RAIL
 1 [FL-23U-004] 11.5 GALLON DEF TANK
 1 [FL-273-037] WARNER ELECTRIC ELECTRO-MAGNETIC ON/OFF
 1 [FL-284-095] 12VOLT POWER SUPPLY LH PANEL
 1 [FL-285-020] SOLID STATE CIRCUIT PROTECTION, PDMS WIT
 1 [FL-292-1AV] (3) ALLIANCE 7T31 GRP 31 12V BATTERIES 2100 CCA
 1 [FL-293-070] COLE HERSEE BATTERY CUT-OFF SWITCH, BATTERY BOX MOUNTED
 1 [FL-300-046] STD FRT TURN SIGNALS W/GRILLE MTD LED 7X3 AMBER STEADY BURN
 1 [FL-311-005] DAYTIME RUNNING LIGHTS SET @ 85%
 1 [FL-312-038] INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL
 1 [FL-31C-998] NO CAB FRONT UPPER INBOARD VISUAL
 1 [FL-32F-005] OVER DOOR LAMP, RIGHT HAND FRONT ENTRANCE DOOR
 1 [FL-342-1K8] ALLISON 3000 PTS AUTOMATIC TRANSMISSION
 1 [FL-343-342] ALLISON VOCATIONAL PACKAGE 226 - FIFTH GEN
 1 [FL-345-082] 5 GEN PUSH BUTTON ELEC SHIFTER W/REMOTE MTD ECU
 1 [FL-346-003] TRANSMISSION OIL CHECK AND FILL W/ELECTRONIC OIL LEVEL CHECK
 1 [FL-35T-001] SYNTHETIC 50W TRANSMISSION LUBE (TES-295 COMPLIANT)
 1 [FL-370-011] WATER TO OIL TRANSMISSION COOLER - FRAME MOUNTED
 1 [FL-388-082] 1710 DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES
 1 [FL-400-1A5] DA-F-10-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
 1 [FL-402-083] BENDIX ADB22X-V AIR DISC FRONT BRAKES
 1 [FL-404-1BB] AIR DISC LONGSTROKE CENTER PORT FRONT BRAKE CHAMBERS
 1 [FL-405-030] FRONT AIR DISC BRAKE INTERNAL ADJUSTERS
 1 [FL-409-021] CHICAGO RAWHIDE SCOTSEAL PLUS XL FRONT OIL SEAL
 1 [FL-40T-002] SYNTHETIC 75W-90 FRONT AXLE LUBE
 1 [FL-418-018] CON-MET ALUMINUM FRONT HUBS WITH PRE-SET BEARINGS
 1 [FL-419-004] DISC BRAKE FRONT ROTORS FOR HYDRAULIC BRAKES
 1 [FL-41T-002] SYNTHETIC 75W-90 REAR AXLE LUBE
 1 [FL-420-1C8] DA-RS-21-4 21K R-SERIES SINGLE REAR AXLE
 1 [FL-421-588] 5.88 AXLE RATIO
 1 [FL-423-083] BENDIX ADB22X-V AIR DISC REARBRAKES
 1 [FL-426-1AH] AIR DISC LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
 1 [FL-428-030] REAR AIR DISC BRAKE INTERNAL ADJUSTERS
 1 [FL-440-021] CHICAGO RAWHIDE SCOTSEAL PLUS XL REAR OIL SEAL
 1 [FL-450-018] CON-MET ALUMINUM REAR HUBS WITH PRE-SET BEARINGS
 1 [FL-452-998] NO TRACTION STABILIZER
 1 [FL-460-008] STEEL AIR BRAKE RESERVOIRS INSIDE FRAME RAILS
 1 [FL-46A-032] 700 CUBIC INCH MINIMUM AUXILIARY AIR
 1 [FL-477-060] BW DV-2 AUTO DRN VLV W/HTR ON WET TANK, PETCOCK OTHER
 1 [FL-480-009] BENDIX AD-9 AIR DRYER WITH HEATER

1 [FL-485-002] EXTERNAL CHARGING SCHRADER VALVE
 1 [FL-490-101] WABCO 4S/4M ABS W/TRACTION CONTROL
 1 [FL-502-1EF] ALCOA 88367X 22.5X8.25 10-HPLT ALUMINUM WHEELS
 1 [FL-505-1EF] ALCOA 88367X 22.5X8.25 10-HPLT ALUMINUM WHEELS
 1 [FL-524-001] POLISHED FRONT WHEELS (OUTSIDE ONLY)
 1 [FL-525-001] POLISHED REAR WHEELS (OUTSIDE ONLY)
 1 [FL-52M-003] TIRE/WHEEL BALANCING-LEAD FREE WEIGHTS
 1 [FL-532-002] ADJUSTABLE STEERING COLUMN
 1 [FL-545-505] 5050MM (199") WHEELBASE
 1 [FL-546-1AJ] 5/16" X 3" X 10-1/8" STEEL FRAME 120,000 PSI YIELD
 1 [FL-556-1DF] 1-PIECE 14" PTD STL 1/4" HD BUMPER JACK PROVISION
 1 [FL-558-001] FRONT FRAME-MOUNTED TOW HOOKS
 1 [FL-576-034] INSTA CHAIN AUTO TIRE CHAINS
 1 [FL-620-062] 10,000 LB. TAPERLEAF FRONT SUSPENSION
 1 [FL-622-284] AIRLINER 21,000 LB. REAR SUSPENSION
 1 [FL-644-069] FIBERGLASS HOOD WITH SOFT OPEN AND CLOSE MECHANISM
 1 [FL-646-023] HOOD MTD CHROMED PLASTIC GRILLE
 1 [FL-65X-003] CHROME HOOD MOUNTED AIR INTAKE GRILLE
 1 [FL-698-001] RADIATOR MTD A/C CONDENSER
 1 [FL-700-002] HEATER, DEFROSTER, AND AIR COND
 1 [FL-721-029] 112DB BACKUP ALARM
 1 [FL-738-001] DIGITAL FLUSH MTD ALARM CLOCK IN DASH
 1 [FL-742-007] (2) CUPHOLDERS, LEFT HAND AND RIGHT HAND DASH
 1 [FL-763-801] FASTEN SEAT BELT INDICATOR FOR CUSTOMER SUPPLIED SEAT BELT
 1 [FL-786-998] NO POSITIONING/LOCATING SYSTEM
 1 [FL-79A-075] 75 MPH ROAD SPEED LIMIT
 1 [FL-810-027] ELECTRONIC SPEEDOMETER WITH SECONDARY KPH SCALE, NO ODOMETER
 1 [FL-81Y-001] PRE/POST TRIP SYSTEM TEST
 1 [FL-846-001] AMMETER
 1 [FL-84C-023] PRIMARY MODE GEARS, 6 FORWARD
 1 [FL-84L-017] DSS, ARM, FS; DSS-DISABLED, ARM-DISABLED, FS-DISABLED
 1 [FL-84U-998] NO MODE SWITCH
 1 [FL-864-005] TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT
 1 [FL-882-009] 1-VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR
 1 [FL-910-001] SINGLE AIR SUSPN LEVELING VALVES
 1 [FL-980-88J] CAB COLOR A: E180WM008 TBB WHITE BASF
 1 [FL-99C-015] 2015 ONBOARD DIAGNOSTIC/2010 EPA/CARB



PURCHASING DEPARTMENT

1500 E 128th Ave • Thornton, CO 80241 • Office: (720) 972-4229 • Fax: (720) 972-4399

KYLE JIMENEZ
Senior Buyer

Monday, April 27, 2015

Transwest Trucks
Attn: Jon Shaw
20770 E I-76 Frontage Road
Brighton, CO 80603

Phone: (303) 289-3161
Email: jshaw@transwest.com

Re: Notice of Award, ITB 15-090 – Type A and Conventional School Buses

Mr. Shaw,

Adams 12 Five Star Schools (District) has considered the submittals received for the above-described Invitation to Bid. This letter will serve as a Notice of Award for the following buses:

(3) 29-Passenger Type A School Bus w/Wheelchair Lift
\$61,199 EA

(3) 29-Passenger Type A School Bus
\$55,450 EA

(5) 71-Passenger Type C Diesel School Bus
\$111,790 EA

+ \$13200 UP GRADE SEATS = \$124,990

Upon your acceptance, a representative from our Transportation Department will contact you to finalize the details for the buses included in this award.

You are requested to acknowledge your acceptance of this Notice of Award in the space provided, returning a signed copy to Adams 12 Five Star School District, Attn: Kyle Jimenez, Senior Buyer, Purchasing Department, 1500 E 128th Ave, Thornton, CO 80241.

OFFER:

BY: Kyle Jimenez

Print Name: Kyle Jimenez

Title: Senior Buyer

Date: 4/27/15

ACCEPTANCE:

BY: [Signature]

Print Name: JON SHAW

Title: Bus Sales

Date: 4-28-15

SECTION II SPECIAL CONDITIONS

6. CONFLICTS WITHIN THE CONTRACT DOCUMENTS:

In the event that conflicts exist within the Contract Documents, the policies stated in the following paragraphs shall govern:

A. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

B. Drawings and specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or specifications as specified, it shall be implied that such omissions are contained in both the drawings and the specifications as necessary for the proper construction of the work herein specified.

Should any error or disagreement between the specifications and drawings exist or appear to exist, the Bidder shall not avail itself of such manifestly unintentional error or omission, but must have same explained or adjusted by the District's Project Manager before proceeding with the work in question.

7. COOPERATIVE PURCHASING EFFORTS:

The District is a member of the Cooperative Educational Purchasing Council (CEPC). The geography of the CEPC lies along the front range of the Rocky Mountains from the Ft. Collins/Greeley area in the north to Colorado Springs in the south. This membership of public purchasing departments represents approximately seventy percent (70%) of the K-12 public school enrollment in the State of Colorado.

It is hereby agreed and understood that any member of the CEPC may, at its discretion, avail itself of this contract and purchase any and all items specified herein from the successful Bidder(s) at the contract price(s) established herein. If a CEPC member exercises this option, it shall be understood and agreed that such an arrangement does not bind either the CEPC member or the successful Bidder to the terms, conditions or prevailing awards generated through this bid solicitation; nor does it preclude the CEPC member from pursuing a purchase or purchases through their own contracting methods with another or other vendors.

It shall be further understood and agreed that the District is not a legally binding party to any contractual agreement made between a CEPC member and the Bidder as a result of this bid. Each CEPC member which determines to enter into a contractual arrangement with the successful Bidder shall establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, and issue its own exemption certificates as required by the Bidder.

8. DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY BIDDER:

The successful Bidder shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the District in accordance with this Bid. All corrections shall be made within five (5) calendar days after such deficiencies, defects and/or damages are verbally reported to the Bidder by the Purchasing Office. The Bidder shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

9. DELIVERY SHALL OCCUR NO LATER THAN DATE LISTED BELOW:

The Bidder shall complete all deliveries by no later than Thursday, July 30, 2015. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Bidder(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Bidder. In these cases, the Bidder shall notify the District of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

10. DELIVERY LOCATIONS AND HOURS SPECIFIED:

The Bidder shall deliver items in conjunction with this Bid to the Adams 12 Transportation Department which is located at 1350 E 126th Ave, Thornton, CO 80241. Deliveries will only be accepted from 8:00 a.m. to 4:00 p.m. Monday through Friday.

COUNCIL COMMUNICATION

Date: July 6, 2015	Agenda Item: 11 c v	Subject: Approval of Lubrication System Installation for Fleet Shop
Initiated By: Public Works		Staff Source: Pat White, Fleet Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Mission: To promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity.

Council approved funding in the 2015 Budget.

RECOMMENDED ACTION

Staff recommends Council approve, by motion, awarding Kubat Equipment & Service (the lowest technically acceptable bidder) a contract in the amount of \$69,202.85 for the installation of a shop lubrication system in the Fleet Maintenance Shop in the amount of \$69,202.85.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Currently, the Fleet Maintenance Shop does not have a functional pressurized lubrication system. When vehicles are being serviced, technicians have to move barrels of oil around in the shop, or fill buckets of oil to refill vehicles. This system will have hose drops for every two stalls, eliminating the current practice.

FINANCIAL IMPACT

\$69,202.85. The funds are available in the Servicenter Fund, and the expenditure was approved in the 2015 Budget.

LIST OF ATTACHMENTS

City of Englewood Bid Tabulation Sheet in reference to Item Bid ITB-15-007, Lubrication Contract for Construction

City of Englewood Bid Tabulation Sheet

Bid Opening Date: May 15, 2015 2:00 P.M. MDT

Apparent Low Bidder

ITEM BID: ITB-15-007 Lubrication System / Fleet Shop

Vendor	Bid Bond Y/N	SOQ Y/N	Total Bid	Exceptions:
Kubat Equipment And Service, Inc.				
1070 S Galapao St				
Denver, CO 80223				
Craig Hoyer - President				
303-777-2044	Y	Y	\$ 69,202.85	
Eaton Sales and Service, LLC				
4803 York St				
Denver, CO 80216				
Bruno Busnardo - Sales Manager				<i>or \$67,840.00 with</i>
303-296-5716	Y	Y	\$ 78,721.00	<i>Graco equipment</i>

CONTRACT FOR CONSTRUCTION #CFC/15-33

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 _____, whose address is _____, ("Contractor"), commencing on the ____ day of _____, 20__, 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: _____

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

- 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 NA, 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

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 Sixty nine thousand two hundred and two dollars and eighty five cents.

(\$69,202.85). 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, **\$69,202.85** 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. Colorado Labor Law: If this project is for a public works project or public project, as defined in Section 8-49-102(2) C.R.S. the contractor shall comply with 8-17-101 C.R.S. which requires the contractor to use at least eighty percent (80%) Colorado labor for any public works project financed in a whole or in part by State, counties, school districts, or municipal monies.
- M. Contractors 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. 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

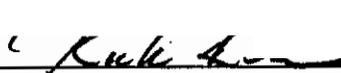
(2) terminate the sub-contract with the subcontractor if, within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during 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: 6/2/15
(Department Director)

By: _____ Date: _____
(City Manager) - Eric Keck

By: _____ Date: _____
(Mayor) - Randy P. Penn

ATTEST: _____
City Clerk - Loucrishia A. Ellis

f

Kubat Equipment + Service Co.
Contractor (print company name)

By: [Signature] Date: 5-26-15
(Signature)
Craig Hoyer, President
(Print name and title)

STATE OF Colorado)
COUNTY OF Denver) ss.

On this 26 day of May, 2015 before me personally appeared Craig Hoyer
known to me to be the President of
Kubat Equipment and Service Co, 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: 8/7/2016

Richard Lorenz
Notary Public
State of Colorado
NOTARY
Notary ID 20084024377
My Commission Expires August 7, 2016

SCHEDULE A

OUTLINE OF STATEMENT OF WORK

(Provide the requested below information)

1. GENERAL

[Identification of parties and date of execution] Kubat Equipment and Service, 1070 S. Galapao St., Denver CO 80223.

[Reference to Construction Services Agreement by date]

2. NAMES OF PROJECT COORDINATORS: Pat White

3. SUMMARY OF PURPOSE FOR STATEMENT OF WORK

Remove existing lube reels and piping at City of Englewood Fleet Facility, 2800 S. Platte River, Englewood CO 80110. Existing piping will be capped and plugged upon removal and disposed of. New reel banks (5) will be installed in the fleet shop for the following products: Engine coolant, Mobile 1 engine oil, Delvac engine oil, Transmission fluid, and ISO46 hydraulic fluid. New reel assemblies will be installed on ceiling structure with unistrut channel, supports, and fittings. Vendor will plumb from lubrication room to new product reels with 5/8" high pressure tubing for engine oils and 1" copper tubing. New piping will be suspended from the ceiling structure with unistrut channel, supports, and fittings. Product piping will be tied into product pumps. At each pump and reel location an isolation ball valve will be installed. In lubrication room vendor will tie into the existing air outlet and install a 1/2" copper air manifold to supply the product pumps. For each pump an isolation ball valve will be installed. Upon the completion of the installation all of the lube lines will be purged and all new equipment tested for proper operation.

4. EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY (IF ANY) NA.

5. OTHER CONTRACTOR RESOURCES

[If desired, provide for the Contractor's commitment of its own staff, facilities, and other resources by nature or item]

6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

[Include functional and technical specifications of Work Product and Documentation, and refer to any specific enhancements that may be sought.]

[Describe prototype or components to be delivered.]

[Include as Deliverables copies of the reports of all project reviews, inspections, and tests conducted during the course of performance.]

7. SPECIAL TERMS, IF ANY

8. MODE OF PAYMENT: PO

9. PAYMENT SCHEDULE

City will pay Contractor for the work in accordance with the following payment schedule. All payments to Contractor are contingent on Contractor's satisfying the Deliverables/Milestones set forth in the Payment Schedule. Payments shall be made upon City's written confirmation to Contractor that the Deliverables-Milestones have been satisfied.

[Insert payment schedule]

10. SCHEDULE AND PERFORMANCE MILESTONES

This schedule sets for the target dates and performance milestones for the preparation and delivery of the Deliverables by Consultant.

Performance Milestone	Responsible Party	Target Date
-----------------------	-------------------	-------------

11. ACCEPTANCE AND TESTING PROCEDURES : Upon the completion of the installation all of the lube lines will be purged and all new equipment tested for proper operation.

12. LOCATION OF WORK FACILITIES : Servicenter

Substantially all of the work will be conducted by Contractor at its regular office located in _____.

City will provide the City office space and support as it agrees may be appropriate, at its _____ facility.

IN WITNESS WHEREOF, pursuant and in accordance with the Contract Agreement between the parties hereto dated _____, 20__, the parties have executed this Statement of Work as of this _____ day of _____, 20__.

CITY OF ENGLEWOOD, COLORADO

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

Kubat Equipment & Service Co.
Contractor's Name

By: _____
(Signature)

Chia Hager
(Print Name)

Title: *PRESIDENT*

Date: 5-26-15

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS That we _____ hereinafter called the Principal, and _____ 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 _____ (\$ _____), 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 _____ 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.

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 _____ day of _____, 20__.

IN PRESENCE OF:

By: _____
Name Title

ATTEST: (As to Corporation)

By: _____
Secretary

(CORPORATE SEAL)

Surety

By: _____
Attorney in fact
(SEAL OF SURETY)

COUNTERSIGNED:

By: _____
Resident Agent (Print Name Below)

(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

City of Englewood, Colorado Sales and Use Tax and Arapahoe County Open Space Sales Tax

The contractor, or any of his/her sub-contractors, shall be required to pay all sales and use (regular and/or building) taxes levied by the City of Englewood and Arapahoe County on any materials built into, incorporated or used (such as formwork materials, etc.) on the project including rental of equipment. In addition any equipment purchased within the last three years and used on this project is subject to a 3.5% sales tax plus .25% Arapahoe County Open Space Sales Tax. Upon completion of the work, the Contractor will be required to furnish the City with an itemized statement of the tangible property upon which the tax is due.

Building Use Tax is collected on a permit for materials that become part of the improvements to realty. Any other materials not included in a permit are subject to regular use tax. This includes, but is not limited to temporary fencing, tools and equipment purchased or rented for the project, and any other items that would normally be subject to regular use tax (consumed/used by the contractor). A contractor is liable to the City for regular as well as the building use taxes. If City tax has been paid on items subject to regular use tax in Englewood or elsewhere, please provide a receipt for taxes paid to receive credit. All materials subject to regular use tax will be collected when sales/use taxes are filed or when an audit is performed. The contractor shall report separately on Form FR39a the materials that become part of the improvements to realty versus other materials not included in a permit as stated above.

The contractor and/or sub-contractor may be exempt from the tax (for example, State and RTD tax) when the material becomes part of the structure for a tax exempt entity. The contractor and/or sub-contractor must obtain an exemption certificate from the Department of Revenue to purchase the materials tax free.

Each sub-contractor shall compile a complete list of paid invoices, based on materials purchased directly by the sub-contractor, including the following information: invoice number, invoice date, vendor's name, invoice amount, amount of tax due the City, type of materials (cement, rebar, structural steel, flooring, etc.). [Form FR39a]

The contractor shall compile a complete list of paid invoices based on materials purchased directly by the contractor, including the following information: invoice number, invoice, date, vendor's name, amount of invoice, amount of tax due the City, type of material (cement, rebar, structural steel, flooring, etc.). [Form FR39a]

At completion of the work, each sub-contractor shall submit, on forms supplied by the City of Englewood, to the contractor, a document similar to Form FR39a and the "Affidavit" (2 copies) duly acknowledged, based on the information compiled as indicated above. The contractor shall forward all said certificates to the City's Project Manager. (The City will supply said forms.) The contractor and all sub-contractors shall keep sufficient records to verify the amount of purchases subject to use taxes due to the City and the amount of purchases subject to Arapahoe County Open Space taxes due to Arapahoe County. This documentation shall be maintained for three years subsequent to the issue date of the Certificate of Occupancy.

Prior to the City issuing the Certificate of Occupancy (CO), all applicable City of Englewood Regular Use and/or Building Use Taxes and Arapahoe County Open Space Tax on any tangible property built into, incorporated or used on the project must be paid.

CITY OF ENGLEWOOD, COLORADO
DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES

AFFIDAVIT

COUNTY OF _____ ss.

_____ of the
(Title) (Signer's Name)

_____, being of lawful
(Business Name of Contractor)

age and first duly sworn, deposes and says: That under the terms of a contract dated _____, 20__:

That _____ was the prime or sub-contractor for the installation of
equipment and/or construction of a _____ for the
_____; that between the dates of
(Entity Name)

_____, 20__ and _____, 20__ said contractor
built into or installed tangible, personal property upon which use tax is subject; the entire purchase price is
listed on attached form, and that evidence of payment for said tangible, personal property are available for
inspection by the City of Englewood.

That the tangible, personal property upon which the tax was paid was actually built into or installed in said
_____.
(Type of Structure and Project Location Address)

The entire purchase price of said tangible, personal property and the tax thereon is listed on the attached form
hereto and make a part hereof.

The contract is not yet completed

The contract was completed _____, 20__.
Contractor's Signature Date

Before me _____, a Notary Public in and for
_____ County, Colorado, personally appeared _____
_____, know to me personally to be the person whose signature appears
hereon and who subscribed his signature hereunto in my presence this _____ day of
_____, A.D. 20__.

My commission expires _____
Date Notary Public (SEAL)

FR39/Section3

TAXABLE TANGIBLE PERSONAL PROPERTY (Please use this form or equivalent)

Form FR39a

INVOICE (Please list each separately)		VENDOR'S NAME	MATERIAL ONLY	3.5% ENGLEWOOD SALES TAX (If paid)	3.5% ENGLEWOOD USE TAX	.25% ARAPAHOE COUNTY SALES TAX	TYPE OF MATERIAL (cement, re-bar, structural steel, flooring, etc)
Number	Date		Cost				