

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 Dec. 21, 2015.
6. Recognition of Scheduled Public Comment. The deadline to sign up to speak for Scheduled Public Comment is Wednesday, prior to the meeting, through the City Manager's Office. Only those who meet the deadline can speak in this section. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
 - a. Elaine Hults, Englewood resident, will address Council regarding marijuana and the Fire Department.
 - b. Jeremy Letkomiller, Englewood resident, will address Council regarding developers leaving sidewalks impassable.
7. Recognition of Unscheduled Public Comment. Speakers must sign up for Unscheduled Public Comment at the beginning of the meeting. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment.
8. Communications, Proclamations, and Appointments.
9. Consent Agenda Items
 - a. Approval of Ordinances on First Reading.
 - b. Approval of Ordinances on Second Reading.

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

**ENGLEWOOD CITY COUNCIL
ENGLEWOOD, ARAPAHOE COUNTY, COLORADO**

**Regular Session
December 21, 2015**

A permanent set of these minutes and the audio are maintained in the City Clerk's Office.
Minutes and streaming audios are also available on the web at:
<http://www.englewoodgov.org/inside-city-hall/city-council/agendas-and-minutes>

1. Call to Order

The regular meeting of the Englewood City Council was called to order by Mayor Jefferson at 7:30 p.m.

2. Invocation

The invocation was given by Council Member Russell.

3. Pledge of Allegiance

The Pledge of Allegiance was led by Council Member Russell.

4. Roll Call

Present: Council Members Jefferson, Olson, Barrentine, Gillit, Martinez, Russell, Yates
Absent: None

A quorum was present.

Also present: Acting City Manager Robinson
Acting City Attorney Comer
City Clerk Ellis
Director Becker, Finance and Administrative Services
Director Brennan, Utilities
Manager Stowe, Littleton/Englewood Wastewater Treatment Plant
Senior Planner Stitt, Community Development
Planner II Kirk, Community Development
Planner I Lott, Community Development
Police Commander Englert
Technical Support Specialist I Munnell, Information Technology

5. Consideration of Minutes of Previous Session

(a) **COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER RUSSELL SECONDED, TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 7, 2015.**

Vote results:

Ayes: Council Members Russell, Barrentine, Jefferson, Yates, Martinez, Gillit
Nays: None
Abstain: Council Member Olson

Motion carried.

6. **Recognition of Scheduled Public Comment**

- (a) Doug Cohn, an Englewood resident, addressed Council regarding historic preservation.

7. **Recognition of Unscheduled Public Comment**

(a) Vickie Soderquist, an Englewood resident, addressed Council regarding Excel Energy billing her \$20 every month for a street light in her alley. Excel contends it is a City street light and the City says we don't have City street lights in our alleys. She asked Council to help her resolve this issue and reimburse her for the \$720 she has paid out over the years.

(b) Larry King, an Englewood resident, advised Council of several issues surrounding the skiers and snow boarders inappropriate use of his property and Belleview Park facilities.

(c) Elaine Hults, an Englewood resident, stated she is disturbed about the City of Englewood's spending. She opined that we are at a deficit point in revenues. She also expressed her concern about what is going on with the General Iron Works property.

Council responded to Public Comment.

8. **Communications, Proclamations and Appointments**

(a) Mayor Jefferson, Council Member Martinez and Planner 1 Lott presented the 2015 Holiday Lighting Awards to:

Best Classic Christmas	Cyndi Krieger and Bones Herberg	2987 South Cherokee Street
Honorable Mention	Mary Schanne	3911 South Delaware Street
Flamingo Fun	Mary Darkin and Terry Tadlock	3942 South Lincoln Street
The Reason for the Season	Doug Haas	4536 South Sherman Street
Best Spirit of Christmas	David Alfred Lemay	4600 South Sherman Street
Best Carnival Christmas	Jack, Chalene, and Lilly Miller	5051 South Fox Street
Mayor's Choice	The Walcotts – Mike, Megan Maddy and Maycee	4635 South Knox Court

9. **Consent Agenda**

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER OLSON SECONDED, TO APPROVE CONSENT AGENDA ITEMS 9 (a) (i), 9 (b) (i), (ii) AND (iii).

(a) Approval of Ordinances on First Reading

(i) COUNCIL BILL NO. 63, INTRODUCED BY COUNCIL MEMBER GILLIT

A BILL FOR AN ORDINANCE AMENDING TITLE 3, CHAPTERS 5 AND 6, OF THE ENGLEWOOD MUNICIPAL CODE 2000.

(b) Approval of Ordinances on Second Reading

(i) ORDINANCE NO. 55, SERIES OF 2015 (COUNCIL BILL NO. 62, INTRODUCED BY COUNCIL MEMBER GILLIT)

AN ORDINANCE APPROVING AN APPLICATION AND AUTHORIZING THE ACCEPTANCE OF THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) TRAFFIC RECORDS UNIT FY16 FUNDING APPLICATION - 405C, BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION.

(ii) ORDINANCE NO. 56, SERIES OF 2015 (COUNCIL BILL NO. 60, INTRODUCED BY COUNCIL MEMBER GILLIT)

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) "NetDMR SUBSCRIBER AGREEMENT" BETWEEN THE COLORADO CDPHE WQCD (REGULATORY AUTHORITY) AND THE LITTLETON/ENGLEWOOD WASTEWATER TREATMENT PLANT

(iii) ORDINANCE NO. 57, SERIES OF 2015 (COUNCIL BILL NO. 61, INTRODUCED BY COUNCIL MEMBER GILLIT)

AN ORDINANCE APPROVING SUPPLEMENT NO. 24 TO THE VALLEY SANITATION DISTRICT CONNECTOR'S AGREEMENT WITH THE CITY OF ENGLEWOOD TO INCLUDE ADDITIONAL LAND WITHIN THE DISTRICT BOUNDARIES

Vote results:

Ayes: Council Members Russell, Barrentine, Olson, Jefferson, Yates, Martinez, Gillit
Nays: None

Motion carried.

(c) Resolutions and Motions

There were no additional resolutions or motions submitted for approval. (See Agenda Item 11 (c).)

10. Public Hearing Items

No public hearing was scheduled before Council.

11. Ordinances, Resolutions and Motions

(a) Approval of Ordinances on First Reading

(i) Planner II Kirk presented a recommendation from the Community Development Department to approve Council Bill No. 64, a bill for an ordinance approving the Planned Unit Development for the Sand Creek Site (the Foundry) and set a public hearing for January 4, 2016.

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER OLSON SECONDED, TO APPROVE AGENDA ITEM 11 (a) (i) - COUNCIL BILL NO. 64 AND TO SET A PUBLIC HEARING FOR JANUARY 4, 2016.

COUNCIL BILL NO. 64, INTRODUCED BY COUNCIL MEMBER GILLIT

A BILL FOR AN ORDINANCE APPROVING THE FOUNDRY SITE PLAN OF THE SAND CREEK PLANNED UNIT DEVELOPMENT (PUD) LOCATED THE SOUTH EAST PORTION OF THE SAND CREEK PUD IN THE CITY OF ENGLEWOOD, COLORADO.

Vote results:

Ayes: Council Members Russell, Barrentine, Olson, Jefferson, Yates, Martinez, Gillit
Nays: None

Motion carried.

(b) Approval of Ordinances on Second Reading

There were no additional items submitted for approval on second reading. (See Agenda Item 9 (b) - Consent Agenda.)

(c) Resolutions and Motions

(i) Director Becker presented a recommendation from the Finance and Administrative Services Department to approve a resolution updating the title of the ICMA-Retirement Corporation Plan Coordinator for Plans 107460, 108369, 108370, 108371, 108372 and 300034 to reflect the title change from Director of Financial Services to Director of Finance and Administrative Services.

COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER GILLIT SECONDED, TO APPROVE AGENDA ITEM 11 (c) (i) - RESOLUTION NO. 104, SERIES OF 2015.

RESOLUTION NO. 104, SERIES OF 2015

A RESOLUTION AMENDING THE TITLE OF THE PERSON AUTHORIZED AS PLAN COORDINATOR FOR THE CITY OF ENGLEWOOD, COLORADO ICMA RETIREMENT CORPORATION PLANS.

Vote results:

Ayes: Council Members Russell, Barrentine, Olson, Jefferson, Yates, Martinez, Gillit
Nays: None

Motion carried.

(ii) Police Commander Englert presented a recommendation from the Englewood Police Department to approve a resolution approving the Arapahoe County Mitigation Plan.

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER OLSON SECONDED, TO APPROVE AGENDA ITEM 11 (c) (ii) - RESOLUTION NO. 105, SERIES OF 2015.

RESOLUTION NO. 105, SERIES OF 2015

A RESOLUTION ADOPTING THE 2015 ARAPAHOE COUNTY MULTI-HAZARD MITIGATION PLAN 2015-2020.

Vote results:

Ayes: Council Members Russell, Barrentine, Olson, Jefferson, Yates, Martinez, Gillit
Nays: None

Motion carried.

12. General Discussion

- (a) Mayor's Choice
- (b) Council Members' Choice

13. City Manager's Report

Acting City Manager Murphy did not have any matters to bring before Council.

14. **City Attorney's Report**

Acting City Attorney Comer did not have any matters to bring before Council.

15. **Adjournment**

MAYOR JEFFERSON MOVED TO ADJOURN. The meeting adjourned at 8:40 p.m.

 /s/ Loucrishia A. Ellis

City Clerk

COUNCIL COMMUNICATION

Meeting Date: January 4, 2016	Agenda Item: 9bi	Subject: Change the Police and Fire Supplemental Disability Board Composition, on 2 nd Reading
Initiated By: Department of Finance and Administrative Services	Staff Source: Shelley Becker, Director of Finance and Administrative Services	

PREVIOUS COUNCIL ACTION

City Council approved the elimination of an active fire department, however, this matter has not been discussed.

RECOMMENDED ACTION

The Finance and Administrative Services Department recommends Council approve, on second reading, a bill for an ordinance changing the composition of the Police and Fire Supplemental Disability Board. The Police and Fire Supplemental Disability Board membership includes two active firefighters. The City no longer has active firefighters to be elected to serve on this Board. The change is necessary in Sections 3 -5-2(l) and 3-6-1-2 (l). Changing the Board's composition also necessitates the need to reduce the number of members that constitutes a quorum from five to four.

The title of Financial Services Director needs to be updated as it was changed to Finance and Administrative Services Director.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Police and Fire Supplemental Disability Board conducts all business related to the Police and Fire Supplemental Disability benefit provided to police officers and firefighters that may be eligible for the benefit.

FINANCIAL IMPACT

This action will not have an impact on the City's financial condition

LIST OF ATTACHMENTS

Proposed bill or ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015/2016

COUNCIL BILL NO. 63
INTRODUCED BY COUNCIL
MEMBER GILLIT

AN ORDINANCE AMENDING TITLE 3, CHAPTERS 5 AND 6, OF THE ENGLEWOOD MUNICIPAL CODE 2000.

WHEREAS, Ordinance No. 30, Series of 2015 was approved on May 18, 2015, which authorized an intergovernmental agreement with the City and County of Denver to provide the City of Englewood with fire and ambulance protection; and

WHEREAS, the City of Englewood Police and Fire Supplemental Disability Board membership needs to be changed because they currently have two (2) active firefighters who were elected members from the firefighter ranks chosen by a majority of the Fire Department; and

WHEREAS, a reduction in the membership necessary for a quorum of the Englewood Police and Fire Supplemental Disability Board is necessary in order for the Board to have a quorum for conducting Board business; and

WHEREAS, the title of Financial Service Director was changed to Director of Finance and Administrative Services.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 3, Chapter 5, Section 2, Subsection I, of the Englewood Municipal Code 2000, entitled *Police Officers' Pension Fund*, to read as follows:

EDITORS NOTE: Sections 3-5-2 A through H, and J and K, contain no changes and are therefore not included here.

3-5 POLICE OFFICERS' PENSION FUND*

3-5-2: Supplemental Disability Benefits.

- I. A Police and Fire Supplemental Disability Board shall be created and composed of ~~two~~ ~~elected members from the firefighter ranks chosen by a majority of the Fire Department for a three (3) year term;~~ two elected members from the police ranks chosen by a majority of the Police Department for a three (3) year term; one citizen board member from the Police Pension Board; one citizen board member from the Firefighters Pension Board; the ~~Financial Director of Finance and Administrative Services~~ Director of the City of

Englewood, and the Mayor of the City of Englewood. ~~Five~~ Four members shall constitute a quorum for conducting any Board business. The Police and Fire Supplemental Disability Board is granted the authority to issue regulations not inconsistent with the terms of this section, designed to carry out the purpose of this Section, and to hold hearings, take evidence, receive information, and to make final and binding decisions, awards and resolutions respecting the eligibility of applicants for initial and continued payment of Supplemental benefits.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 3, Chapter 6, Section 1, Subsection 2(I), of the Englewood Municipal Code 2000, entitled *Firefighters' Pension Fund and Permanent Disability Benefits*, to read as follows:

EDITORS NOTE: Sections 3-6-1-2 A through H, and J and K, contain no changes and are therefore not included here.

3-6 FIREFIGHTERS' PENSION FUND AND PERMANENT DISABILITY BENEFITS*

3-6-1-2: Supplemental Disability Benefits.

- I. A Police and Fire Supplemental Disability Board shall be created and composed of ~~two elected members from the firefighter ranks chosen by a majority of the Fire Department for a three (3) year term;~~ two elected members from the police ranks chosen by a majority of the Police Department for a three (3) year term; one citizen board member from the Police Pension Board; one citizen board member from the Firefighters Pension Board; the ~~Financial~~ Director of Finance and Administrative Services ~~Director~~ of the City of Englewood, and the Mayor of the City of Englewood. ~~Five~~ Four members shall constitute a quorum for conducting any board business. The Police and Fire Supplemental Disability Board is granted the authority to issue regulations not inconsistent with the terms of this Section, designed to carry out the purpose of this Section, and to hold hearings, take evidence, receive information, and to make final and binding decisions, awards and resolutions respecting the eligibility of applicants for initial and continued payment of Supplemental benefits.

Section 3. 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 4. 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 5. 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 6. 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 7. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 21st day of December, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 24th day of December, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of December, 2015 for thirty (30) days.

Read by title and passed on final reading on the 4th day of January, 2016.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2016, on the 7th day of January, 2016.

Published by title on the City's official website beginning on the 6th day of January, 2016 for thirty (30) days.

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

Joe Jefferson, 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 2016.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Meeting Date: January 4, 2016	Agenda Item: 9ci	Subject: Designation of bulletin board on the north side of the second floor of Englewood Civic Center as the Official Posting Place for all Legal Notices of the City of Englewood for 2016.
Initiated By: Department of Finance and Administrative Services/ City Clerk's Office		Staff Source: Shelley Becker, Director of Finance and Administrative Services/ Loucrishia Ellis, City Clerk

PREVIOUS COUNCIL ACTION

On January 5, 2015, City Council designated the bulletin board on the north side of the second floor of Englewood Civic Center as the Official Posting Place for all Legal Notices of the City of Englewood for 2015.

RECOMMENDED ACTION

Approve a resolution designating the bulletin board on the north side of the second floor of Englewood Civic Center as the Official Posting Place for all Legal Notices of the City of Englewood for 2016.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The OPEN MEETINGS LAW, State Statute § 24-6-402 (2) (c) states that "a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year."

FINANCIAL IMPACT

None

LIST OF ATTACHMENTS

Resolution

RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION DESIGNATING THE BULLETIN BOARD ON THE NORTH SIDE OF THE SECOND FLOOR OF THE ENGLEWOOD CIVIC CENTER AS THE OFFICIAL POSTING PLACE FOR ALL LEGAL NOTICES OF THE CITY OF ENGLEWOOD FOR 2016.

WHEREAS, the "Open Meetings Law", State Statute §24-6-402(2)(c) requires that the public place or places for posting legal notices shall be designated annually at the local public body's first regular meeting of each calendar year.

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

Section 1. The official posting place for all legal notices of the City of Englewood for the year 2016, shall be the Bulletin Board on the north side of the second floor of the Englewood Civic Center and such notices shall be posted under the heading "OFFICIAL CITY NOTICES." This Resolution does not in any way of itself create a requirement for notice.

ADOPTED AND APPROVED this 4th day of January, 2016.

ATTEST:

Joe Jefferson, 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 2016.

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

DATE: January 4, 2016	AGENDA ITEM: 10a	SUBJECT: Ordinance approving The Foundry Site Development Plan of the Sand Creek Planned Unit Development
INITIATED BY: Community Development	STAFF SOURCE: Audra L. Kirk, Planner II	

PREVIOUS COUNCIL ACTION

Council approved the Sand Creek Planned Unit Development (PUD) District on February 4, 2013. The approval required that before any residential development, a Site Development Plan would need approval from the Planning and Zoning Commission and City Council. The Planning and Zoning Commission unanimously approved the Site Plan on November 6, 2015. Council approved The Site Plan on first reading on December 21, 2015, and scheduled a Public Hearing for January 4, 2016.

RECOMMENDED ACTION

Staff recommends that Council consider testimony during the Public Hearing on Council Bill No. 64, approving The Foundry Site Development Plan of the Sand Creek Planned Unit Development.

BACKGROUND

The Sand Creek PUD parcel is 10.55 acres and was formerly occupied by the General Iron Works (GIW). The Regional Transportation District (RTD) acquired the northern portion of the GIW parcel for its Elati maintenance facility in 2002. Sand Creek Investors, LLC, acquired the southern portion of the GIW parcel in 2010. These parcels have been zoned industrial since zoning was first adopted in 1940 (The General Iron Works Foundry actually preceded the City's zoning of the site.)

A PUD establishes specific zoning and site planning criteria to meet the needs of a specific development proposal that may or may not be accommodated within existing zoning development regulations. A PUD rezoning provides the opportunity for unified development control for multiple properties or multiple uses and is composed to two major elements; a District Plan and a Site Development Plan. The District Plan provides the regulatory framework within which development may occur and the Site Development Plan provides for the spatial distribution of land uses within the proposed development. The PUD rezoning does not take effect until all of the information required for become effective upon review and approved of the District Plan and Site Plan by both the Planning and Zoning Commission and City Council.

The PUD Site Development Plan may include a statement of architectural intent; design standards necessary to achieve the architectural intent; location of major transportation and circulation systems; parking standards; landscaping requirements; common elements and other details required to demonstrate that the development will meet or exceed the standards set forth on the District Plan and the qualities of development otherwise required by City standards in the base zone district.

The Sand Creek PUD District Plan incorporated the original underlying I-2 General Industrial District permitted uses with the potential addition of residential uses. It further stipulated approval for industrial, office or retail uses, whereas, residential development must have site development plan review and approval by the Planning and Zoning Commission and City Council.

With the prior approval of the District Plan of the Sand Creek PUD, the final step is the review and approval of The Foundry Site Development Plan, which includes:

1. Multi-family development
 - a. Maximum building height of 46' (the District Plan maximum height is 75')
 - b. Setbacks of 10' (the District Plan minimum setback is 5'.)
 - c. Residential Density of 32.8 dwelling units per acre (the District Plan maximum residential density is 45 dwelling units per acre.)
2. Landscaping: 41% of the Foundry Apartments site is dedicated to landscaping. By comparison, the UDC requires 25% landscaping for multi-family residential developments.
3. Parking: Parking guidelines in the District Plan are to be prepared based on the proposed development use and contained in the final site plan. The developer's parking plan for the project is based on the proximity of public transit, bus and light rail. The Foundry Apartments Site Development Plan provides 92 parking spaces, including 4 handicapped parking spaces, 2 loading spaces. In addition, the plan provides for 35 interior and 16 exterior bike parking spaces.
4. Public Land Dedication: The park fee in-lieu fee for the Foundry Apartments development is \$27,025.
5. Architectural Standards: The proposed Foundry Site Plan meets all architectural standards stipulated in the approved Sand Creek PUD.

FINANCIAL IMPACT

The Foundry Site Development Plan of the Sand Creek PUD will generate building permit, use tax and park fee in lieu revenue as well as new property tax.

LIST OF ATTACHMENTS

The Foundry Site Plan of the Sand Creek PUD
Neighborhood Meeting Minutes
Planning and Zoning Commission Staff Report
Planning and Zoning Commission Minutes
Planning and Zoning Commission Findings of Fact
Bill for Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 64
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING THE FOUNDRY SITE PLAN OF THE SAND CREEK PLANNED UNIT DEVELOPMENT (PUD) LOCATED THE SOUTH EAST PORTION OF THE SAND CREEK PUD IN THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City Council of the City of Englewood approved the Sand Creek Planned Unit Development (PUD) District Plan by the passage of Ordinance No. 5, Series 2013; and

WHEREAS, the Sand Creek Planned Unit Development (PUD) District approval required that before any residential development was to take place, a site plan for the residential development would need approval from Englewood Planning and Zoning Commission and the Englewood City Council; and

WHEREAS, the Sand Creek parcel is a 10.55 acre site formerly occupied by General Iron Works (GIW) for many years, and is zoned Industrial (I-1 and I-2) since the 1st zoning was put in place in 1940; and

WHEREAS, RTD acquired a portion of the GIW parcel for its maintenance facility in 2002; and

WHEREAS, Sand Creek acquired its ownership in the GIW parcel in 2010; and

WHEREAS, the Sand Creek PUD District Plan incorporated the Permitted Principal Uses of the original underlying I-2 General Industrial District with the addition of residential uses; and

WHEREAS, the Sand Creek PUD District Plan further stipulated that site plan approval for industrial, office or retail uses be handled administratively, whereas, residential development must have the site plan reviewed and approved by the Englewood Planning and Zoning Commission and City Council; and

WHEREAS, the SW Development Group, LLC submitted an application for the Foundry Site Plan of the Sand Creek PUD for the development of a 2.13 acre parcel located on the South East portion of the Sand Creek PUD for the development of a Multi-family development consisting of 70 units; and

WHEREAS, the Englewood Planning and Zoning Commission held a Public Hearing on November 3, 2015; and

WHEREAS, the Planning and Zoning Commission recommended approval of the Foundry Site Plan of the Sand Creek PUD for the development of a 2.13 acre parcel located on the South East portion of the Sand Creek PUD consisting of 70 units of a Multi-family development 70.

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

Section 1. The Foundry Site Plan of the Sand Creek Planned Unit Development (PUD) located at the South East portion of the Sand Creek PUD in the City of Englewood, Colorado, attached hereto as Exhibit A, is hereby approved.

Introduced, read in full, and passed on first reading on the 21st day of December, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 24th day of December, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of December, 2015 for thirty (30) days.

Joe Jefferson, 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 21st day of December, 2015.

Loucrishia A. Ellis

THE FOUNDRY APARTMENTS

PUD SITE PLAN

A PORTION OF LOT 1, GENERAL IRON WORKS SUBDIVISION
TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,
CITY OF ENGLEWOOD, ARAPAHOE COUNTY, STATE OF COLORADO

THE FOUNDRY APARTMENTS
SW DEVELOPMENT GROUP

VICINITY MAP



A PORTION OF LOT 1, GENERAL IRON WORKS SUBDIVISION, RECORDED IN BOOK 87, PAGE 25, RECEPTION NUMBER 2609250 IN THE ARAPAHOE COUNTY CLERK AND RECORDERS OFFICE, BEING IN SECTION 34, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, CITY OF ENGLEWOOD, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST PROPERTY CORNER OF LOT 1 (FOUND 4 REBAR WITH NO CAP); THENCE SOUTH 89°23'38" WEST ALONG THE NORTHERLY ROW LINE OF WEST BATES AVENUE, A DISTANCE OF 275.40 FEET; THENCE DEPARTING A POINT ON THE NORTHERLY ROW LINE OF WEST BATES AVENUE NORTH 00°36'34" WEST, A DISTANCE OF 337.95 FEET; THENCE NORTH 89°58'08" EAST, A DISTANCE OF 277.61 FEET TO A POINT ON THE WESTERLY ROW LINE OF SOUTH ELATI STREET; THENCE SOUTH 00°14'06" EAST ALONG THE WESTERLY ROW LINE OF SOUTH ELATI STREET A DISTANCE OF 335.17 FEET MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 93,058 SF (2.136 ACRES) MORE OR LESS



NOTE: CODE CHANGES OCCURRING AFTER THE APPROVAL OF THE PUD SITE PLAN WILL NOT REQUIRE AN AMENDMENT TO THE PUD SITE PLAN

CONTACTS

APPLICANT AND OWNER
SW DEVELOPMENT GROUP
1516 17TH ST #352
DENVER, CO 80202
(303) 867-4060
SCOTT YEATES

PROPERTY OWNER
SAND CREEK INVESTORS, LLC
3002 S. HURON ST
ENGLEWOOD, CO 80110
FLOYD WINSLOW, JR.

DESIGN TEAM

ARCHITECT
SHOPWORKS ARCHITECTURE
2882 WYANDOT ST
DENVER, CO 80211
P (303) 433-4024
CHAD HOLTZINGER, AIA, LEED AP

LANDSCAPE ARCHITECT
CHRISTOPHER HOY DESIGN GROUP
3002 WALNUT ST
DENVER, CO 80205
P (303) 451-7886
CHRISTOPHER HOY, PLA CID

CIVIL ENGINEER
ROTH ENGINEERING GROUP
7833 EAST ARAPAHOE COURT
CENTENNIAL, CO 80112
P (303) 841-9305
KEVIN ROTH, P.E. LEED AP

SHEET INDEX

SHEET NO.	SHEET NAME
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PROPERTY OWNER:

SAND CREEK INVESTORS, L.L.C., A COLORADO LIMITED LIABILITY COMPANY

BY: FLOYD WINSLOW, JR., MANAGER

STATE OF COLORADO
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
DAY OF _____, 20____ BY
FLOYD WINSLOW, JR. MANAGER FOR
SAND CREEK INVESTORS, L.L.C.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

APPROVED FOR THE CITY OF ENGLEWOOD

PLANNING AND ZONING COMMISSION CHAIRPERSON _____ DATE _____

PLANNING AND ZONING COMMISSION RECORDING SECRETARY _____ DATE _____

MAYOR OF ENGLEWOOD _____ DATE _____

ATTESTED
THE FOREGOING APPROVALS WERE ACKNOWLEDGED BEFORE ME THIS
DAY OF _____, 20____ BY _____

AND _____

ATTEST: CITY CLERK _____

CLERK AND RECORDER

THIS PLANNED UNIT DEVELOPMENT IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ARAPAHOE COUNTY, STATE OF COLORADO, AT ____ O'CLOCK ____ M. ON THIS ____ DAY OF _____, A.D. 20____

RECEPTION NO. _____ BOOK NO. _____
PAGE NO. _____

BY: _____ BY: _____
CLERK _____ DEPUTY _____

2882 Wyandot Street • Denver, CO 80211 • 303.433.4094

SHOPWORKS architecture

ROTH ENGINEERING GROUP

chd g

christopher hoy design group

LANDSCAPE ARCHITECTS

SW DEVELOPMENT GROUP

THE FOUNDRY APARTMENTS
PUD SITE PLAN

1ST SUBMITTAL	2015-09-28
2ND SUBMITTAL	2015-10-15

COVER SHEET

1 OF 9

THE FOUNDRY APARTMENTS
PUD SITE PLAN
 A PORTION OF LOT 1, GENERAL IRON WORKS SUBDIVISION
 TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,
 CITY OF ENGLEWOOD, ARAPAHOE COUNTY, STATE OF COLORADO

SAND CREEK PLANNED UNIT DEVELOPMENT

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 34,
 T4S, R68W OF THE 6TH P.M.,
 CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET 1 OF 4



CONTACTS

OWNER
 SAND CREEK INVESTORS, L.L.C.
 3002 S. HURON ST.
 ENGLEWOOD, CO 80110

PLANNER

BASELINE ENGINEERING CORP.
 700 12TH ST, SUITE 220
 GOLDEN, CO 80401
 VINCE HARRIS, AICP
 (303) 202-5010 x217

ENGINEER

BASELINE ENGINEERING CORP.
 700 12TH ST, SUITE 220
 GOLDEN, CO 80401
 NDAH NEMMERS, PE
 (303) 940-9956 x207

SHEET INDEX

- P1 - COVER / DISTRICT PLAN
- P2 - DISTRICT PLAN / ARCHITECTURAL IMAGES & DETAILS
- P3 - EXISTING SITE PLAN
- P4 - CONCEPTUAL MULTI-FAMILY SITE PLAN

PUD LEGAL DESCRIPTION

A PARCEL OF LAND DESCRIBED IN THE BOUNDARY LINE ADJUSTMENT DOCUMENT RECORDED AT RECEPTION NUMBER B2119969 IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, ALSO BEING DESCRIBED AS FOLLOWS:

A PORTION OF LOT 1, GENERAL IRON WORKS SUBDIVISION, RECORDED IN BOOK 87, PAGE 25, AT RECEPTION NUMBER B2609250 IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, LYING IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ENGLEWOOD, ARAPAHOE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, GENERAL IRON WORKS SUBDIVISION (FOUND #4 REBAR SET IN CONCRETE);
 WHENCE THE SOUTHEAST CORNER OF SAID LOT 1, GENERAL IRON WORKS SUBDIVISION (FOUND #4 REBAR SET IN CONCRETE) BEARS N 89°23'38" E A DISTANCE OF 734.44 FEET (BASIS OF BEARING - ASSUMED);
 THENCE ALONG THE ARC OF A CURVE TO THE LEFT, BEING ON THE EASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA & SANTA FE RAILROAD, ALSO BEING FIFTY (50) FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID ATCHISON, TOPEKA & SANTA FE RAILROAD MAIN TRACKS, HAVING A CENTRAL ANGLE OF 1°59'58", A RADIUS OF 5779.75 FEET, A CHORD BEARING OF N 12°39'00" E, A DISTANCE OF 201.63 FEET, AND AN ARC DISTANCE OF 201.64 FEET;
 THENCE N 20°39'40" E NON-TANGENT WITH THE LAST DESCRIBED CURVE AND TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 297.55 FEET;
 THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 34°57'08", A RADIUS OF 120.00 FEET, A CHORD BEARING N 30°08'14" E A DISTANCE OF 72.07 FEET, AND AN ARC DISTANCE OF 73.20 FEET;
 THENCE N 55°36'48" E TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 512.81 FEET;
 THENCE S 88°57'28" E A DISTANCE OF 265.47 FEET;
 THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE EASTERLY LINE OF SAID LOT 1, GENERAL IRON WORKS SUBDIVISION:
 1) S 0°14'08" E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 53.29 FEET;
 2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 59°32'30", A RADIUS OF 45.73 FEET, A CHORD BEARING S 29°32'07" W A DISTANCE OF 45.41 FEET, AND AN ARC DISTANCE OF 47.52 FEET;
 3) THENCE S 59°18'21" W TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 116.33 FEET;
 4) THENCE S 89°22'25" W A DISTANCE OF 28.28 FEET;
 5) THENCE S 0°13'34" E A DISTANCE OF 656.37 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, GENERAL IRON WORKS SUBDIVISION (FOUND #4 REBAR SET IN CONCRETE);
 THENCE S 89°23'38" W ALONG SAID SOUTHERLY LOT LINE OF LOT 1, GENERAL IRON WORKS SUBDIVISION A DISTANCE OF 734.44 FEET TO THE POINT OF BEGINNING.
 SAID DESCRIBED PARCEL OF LAND CONTAINS 456.427 SQ. FT. OR 10.55 ACRE, MORE OR LESS.
 TOGETHER WITH:
 A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 CONSIDERING THE WEST LINE OF THE NW 1/4 OF SAID SECTION 34 AS BEARING OF S00°16'24"E AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34, THENCE S00°16'24"E ALONG THE WEST LINE OF SAID NW 1/4 OF SECTION 34 A DISTANCE OF 1319.09 FEET TO THE SOUTHWEST CORNER OF THE NW 1/4 OF SAID NW 1/4;
 THENCE N89°23'52"E A DISTANCE OF 226.19 FEET TO A POINT ON THE EASTERLY LINE OF THE BURLINGTON RAILROAD RIGHT-OF-WAY (FORMERLY THE ATCHISON-TOPEKA AND SANTA FE RAILROAD) AND THE POINT OF BEGINNING;
 THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE TO THE LEFT WITH AN ARC LENGTH OF 30.82, A RADIUS OF 5779.65 FEET, A CENTRAL ANGLE OF 0°18'20", AND A CHORD THAT BEARS N14°19'53"E A DISTANCE OF 30.82 FEET TO THE SOUTHWEST CORNER OF LOT 1, GENERAL IRON WORKS SUBDIVISION AS RECORDED IN BOOK 87, PAGE 25, RECEPTION NO. 2609250 OF THE COUNTY CLERK AND RECORDER'S RECORDS;
 THENCE N89°23'38"E, ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 83.26 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SOUTH GALAPAGO STREET EXTENDED;
 THENCE S00°07'19"E, ALONG SAID WESTERLY LINE OF SOUTH GALAPAGO STREET EXTENDED A DISTANCE OF 29.79 FEET TO THE SOUTH LINE OF SAID NW 1/4 OF THE NW 1/4 OF SECTION 34;
 THENCE S89°23'52"W, ALONG SAID SOUTH LINE A DISTANCE OF 90.95 FEET TO THE POINT OF BEGINNING;
 SAID TRACT OF LAND CONTAINS ± 2592 S.F. OR 0.06 ACRES.

BACKGROUND

THE SUBJECT PROPERTY IS COMPOSED OF TWO PARCELS, LOCATED ON THE NORTHWEST CORNER OF WEST BATES AVENUE AND SOUTH ELATI STREET, AND EAST OF THE BURLINGTON NORTHERN SANTA FE RAILROAD.
 TOTAL AREA FOR THE PARCEL IS 462,231 SF, OR APPROXIMATELY 10.61 ACRES. THE SITE, WHICH IS CURRENTLY OWNED BY SAND CREEK INVESTORS, L.L.C., IS UNDERGOING A CLEANUP OPERATION FROM A PRIOR IRON WORKS SERVICE LOCATED ON THE PROPERTY. THE SITE IS CURRENTLY ZONED AS A GENERAL INDUSTRIAL DISTRICT (I-2).
 THE PUD FOR THIS PROPERTY WILL INTRODUCE ZONING AND DEVELOPMENT STANDARDS THAT WILL ALLOW FOR AND PERMIT (1-2) USES FOR POSSIBLE FUTURE DEVELOPMENTS AND IN ADDITION, WILL ADD MULTI-FAMILY USES AND DEVELOPMENT STANDARDS THAT ARE APPROPRIATE AND CONFORMING TO THE SURROUNDING USES IN THE AREA. THE PLANNED UNIT DEVELOPMENT APPLICATION WILL BE PROCESSED PURSUANT TO THE APPLICABLE CITY REGULATIONS.

GENERAL NOTES

1. AN ALTA SURVEY WAS PREPARED BY BASELINE ENGINEERING CORPORATION AND IS PART OF THIS SUBMITTAL.
2. A PRELIMINARY DRAINAGE REPORT WAS PREPARED BY BASELINE ENGINEERING CORPORATION AND IS PART OF THIS SUBMITTAL.
3. A TRAFFIC REPORT WAS PREPARED BY BASELINE ENGINEERING CORPORATION AND IS PART OF THIS SUBMITTAL.
4. THIS PROPERTY DOES NOT LIE WITHIN A 100-YEAR FLOOD PLAIN.
5. SUBDIVISION OF THE SITE SHALL BE COMPLETED UNDER SEPARATE DOCUMENT.
6. THE DEVELOPER SHALL COMPLY WITH ALL APPLICABLE CITY CODES, REGULATIONS, AND STANDARDS.
7. IN THE EVENT OF A CONFLICT BETWEEN THE SPECIFIC PROVISIONS OF THIS PUD AND TITLE 16, THE SPECIFIC PROVISIONS OF THIS PUD SHALL CONTROL.

SITE DATA

TOTAL SITE AREA (2 PARCELS) 462,231 S.F. OR 10.61 ACRES

PUD DISTRICT PLAN DEVELOPMENT STANDARDS

A. GENERAL REGULATIONS, UNLESS OTHERWISE PROVIDED FOR IN THE PUD OR AN AMENDMENT THERETO, THE PROVISIONS, STANDARDS, REGULATIONS AND PROCEDURES PERTAINING TO AN APPLICATION FOR THE DEVELOPMENT OF LAND WITHIN THIS PUD ZONE DISTRICT SHALL COMPLY WITH THE (I-2) ZONE DISTRICT AND THE BELOW LISTED STANDARDS FOR MULTI-FAMILY USE. THE STANDARDS FOR (I-2) GENERAL INDUSTRIAL DISTRICT CAN BE REFERENCED IN TITLE 16 OF THE CITY OF ENGLEWOOD MUNICIPAL CODE.
 B. PERMITTED USES: THE FOLLOWING USES ARE PERMITTED FOR THE SAND CREEK PUD SITE UNLESS OTHERWISE PROVIDED. THE FOLLOWING USE CATEGORIES AND TYPES SHALL HAVE THE SAME MEANINGS AS SUCH CATEGORY AND USE TERMS BY THE SAME NAMES CONTAINED IN TITLE 16 OF THE ENGLEWOOD MUNICIPAL CODE. PERMITTED USES ARE SUBJECT TO ALL APPLICABLE REGULATIONS OF TITLE 16 - ENGLEWOOD UNIFIED DEVELOPMENT CODE.
RESIDENTIAL USES:
 GROUP LIVING FACILITY, LARGE/SPECIAL
 GROUP LIVING FACILITY, SMALL
 LIVE/WORK DWELLING
 LOW, MEDIUM AND HIGH DENSITY MULTI-UNIT DWELLINGS
 MULTI-FAMILY RELATED ANCILLARY USES SUCH AS LEASING OFFICE, PRIVATE RECREATION FACILITIES, ETC.
PUBLIC/INSTITUTIONAL USES:
 ATHLETIC FIELD
 COMMUNITY GARDEN
 LIBRARY
 MUSEUM
 PARK AND OPEN SPACE
 RELIGIOUS INSTITUTIONS AND ASSOCIATED ACCESSORY USES
 SCHOOLS
 TELECOMMUNICATION FACILITY (SEE CHAPTER 16-7, "TELECOMMUNICATIONS," FOR APPLICABLE USE-RELATED GUIDELINES AND STANDARDS) TO INCLUDE ALTERNATIVE TOWER STRUCTURE, ANTENNA (MICROWAVE ANTENNA, SECTORIZED PANEL ANTENNA, WHIP ANTENNA) AND TOWER STRUCTURE
 TRANSIT CENTER

COMMERCIAL USES

GREENHOUSE/NURSERY, RAISING OF PLANTS, FLOWERS, OR NURSERY STOCK
 ASSEMBLY HALL OR AUDITORIUM, HALL RENTAL FOR MEETINGS OR SOCIAL OCCASIONS
 MEMBERSHIP ORGANIZATION
 INDOOR ENTERTAINMENT/ AMUSEMENT
 AMUSEMENT ESTABLISHMENT AS A CONDITIONAL USE
 PHYSICAL FITNESS CENTER/SPA
 THEATER AND PERFORMANCE/CONCERT VENUE, NOT INCLUDING ADULT ENTERTAINMENT
 GENERAL OUTDOOR RECREATION, AS A CONDITIONAL USE
 CHECK CASHING FACILITY
 FINANCIAL INSTITUTION, WITH DRIVE-THROUGH SERVICE
 FINANCIAL INSTITUTION, WITHOUT DRIVE-THROUGH SERVICE
 FOOD AND BEVERAGE SERVICE, INCLUDING:
 BREWERY
 CATERER
 MICROBREWERY
 RESTAURANT, BAR, TAVERN WITH OR WITHOUT OUTDOOR OPERATIONS
 RESTAURANT, WITH DRIVE-THROUGH SERVICE
 TAKE OUT AND DELIVERY ONLY
MEDICAL AND SCIENTIFIC:
 CLINIC
 HOSPITAL
 LABORATORY (DENTAL, MEDICAL OR OPTICAL)
 OFFICE, TYPE 1 (GENERAL)
 OFFICE, TYPE 2 (LIMITED)
 DRY CLEANER, DROP-OFF SITE ONLY
 INSTRUCTIONAL SERVICE
 PERSONAL CARE SERVICE,
 INCLUDING PHOTOGRAPHY STUDIO AND PHOTO LAB, UPHOLSTERY, PRINTER, LOCKSMITH, TAILOR
 REPAIR SHOP (NOT INCLUDING AUTO)
 RETAIL SALES AND SERVICE (SALES), INCLUDING:
 ANTIQUE STORE
 ART GALLERY
 BUY-BACK, SECOND-HAND, THRIFT, CONSIGNMENT STORES, LARGE
 BUY-BACK, SECOND-HAND, THRIFT, CONSIGNMENT STORES, SMALL
 CONVENIENCE STORES
 GROCERY/SPECIALTY FOOD STORE
 INTERNET SALES LOCATION
 LIQUOR STORE
 RETAIL SALES, GENERAL MERCHANDISE
 TRADE OR BUSINESS SCHOOL
 RADIO/TELEVISION BROADCASTING STUDIO, RECORDING/TLM STUDIO
 AUTOMOTIVE SERVICE STATION (GASOLINE FACILITY)
 CAR WASH, AUTO DETAILING
 PARKING FACILITY, STRUCTURE (OPERABLE VEHICLES), PRINCIPAL USE
 PARKING AREA, SURFACE (OPERABLE VEHICLES), PRINCIPAL USE
 HOTEL
 HOTEL, EXTENDED STAY
INDUSTRIAL USES
 WHOLESALE SALES AND DISTRIBUTION
 INDUSTRIAL SERVICE, LIGHT
 INDUSTRIAL SERVICE, HEAVY
 MANUFACTURING (INCLUDING PROCESSING, FABRICATION OR ASSEMBLY), LIGHT
 MANUFACTURING (INCLUDING PROCESSING, FABRICATION OR ASSEMBLY), HEAVY
 MOVING AND STORAGE
 OUTDOOR STORAGE
 STORAGE YARDS FOR VEHICLES, EQUIPMENT, MATERIAL, AND/OR SUPPLIES, INCLUDING
 CONTRACTOR OFFICE AND YARD
 WAREHOUSING AND/OR STORAGE, INCLUDING MINI-STORAGE
 COMMERCIAL STORAGE, SALES AND REPAIR OF OPERABLE VEHICLES AND EQUIPMENT
 (USES CONTINUED ON NEXT PAGE)

APPROVED FOR THE CITY OF ENGLEWOOD
 [Signature] DATE 5/11/13
 [Signature] DATE 5/11/13
 [Signature] DATE 5/11/13
 MAYOR OF ENGLEWOOD
 [Signature] DATE 5/11/13
 [Signature] DATE 5/11/13
 [Signature] DATE 5/11/13



CLERK AND RECORDER
 THIS PLANNED UNIT DEVELOPMENT IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ARAPAHOE COUNTY, STATE OF COLORADO, AT 11:13 O'CLOCK A.M. ON THIS 14th DAY OF MAY, A.D. 2013.
 [Signature] [Signature]
 CLERK



REVISION DESCRIPTION	DATE	PREPARED BY	DATE
DISTRICT PLAN, SITE PLAN, LANDSCAPING	10/29/12	EW	10/29/12
PROCESS, SUESET CLAUSE UPDATE	EW	EW/CM	2/21/13
		CREATED BY	VH

SAND CREEK INVESTORS, L.L.C.
 ARAPAHOE COUNTY
 SAND CREEK PLANNED UNIT DEVELOPMENT
 601 W BATES AVE
 COVER / DISTRICT PLAN

DATE AND BY WHOM PUBLIC CORPORATION	5/23/12
DISTRICT SUBMITTAL	5/23/12
CREATING SIZE	24" X 36"
BASIS FOR PUD	PL200
CONTRACTOR NAME	200_PUD_2013-2-21.dwg
SHEET	1 OF 4

THE FOUNDRY APARTMENTS
 SW DEVELOPMENT GROUP

SHOPWORK architecture
 ROTH ENGINEERING GROUP
 chd g
 SW DEVELOPMENT GROUP

THE FOUNDRY APARTMENTS
PUD SITE PLAN

1ST SUBMITTAL	2015-09-28
2ND SUBMITTAL	2015-10-15

P1 OF SAND CREEK PUD
2 OF 9

THE FOUNDRY APARTMENTS
PUD SITE PLAN
 A PORTION OF LOT 1, GENERAL IRON WORKS SUBDIVISION
 TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,
 CITY OF ENGLEWOOD, ARAPAHOE COUNTY, STATE OF COLORADO

SAND CREEK PLANNED UNIT DEVELOPMENT

A PARCEL OF LAND LOCATED IN THE NW ¼ OF SECTION 34,
 T4S, R68W OF THE 6TH P.M.,
 CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET 2 OF 4

DISTRICT PLAN / ARCHITECTURAL IMAGES & DETAILS

PUD DISTRICT PLAN DEVELOPMENT STANDARDS (CONTINUED)

- ACCESSORY USES:**
 HOME OCCUPATION AS LISTED IN ENGLEWOOD MUNICIPAL CODE TITLE 16 - UNIFIED DEVELOPMENT CODE
- TEMPORARY USES:**
 AS LISTED IN ENGLEWOOD MUNICIPAL CODE TITLE 16 - UNIFIED DEVELOPMENT CODE
- UNLISTED USES:**
 PROCEDURES FOR APPROVAL OF USES NOT LISTED IN THE ABOVE PERMITTED USES SHALL BE GOVERNED BY TITLE 16 PROVISIONS FOR UNLISTED USES.
- C. INDUSTRIAL USES MAY SUNSET.** ALL ALLOWED INDUSTRIAL USES SHALL CEASE AND SHALL NOT BE GRANDFATHERED NOR CONSIDERED LEGAL NON-CONFORMING USES UPON THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY (CO) FOR ANY RESIDENTIAL OR COMMERCIAL USE WITHIN THE PUD, WHETHER OR NOT THE PROPERTY WITHIN THE BOUNDARIES OF THE PUD HAS BEEN PLATTED.
- D. DEVELOPMENT STANDARDS:**
1. **MULTI-UNIT RESIDENTIAL DWELLINGS**
 - a. MAXIMUM BUILDING HEIGHT: 75'-0"
 - b. SETBACKS: ALL PUD SETBACKS FOR MULTI-FAMILY USE SHALL BE 5'-0"
 - c. DENSITY: MAXIMUM 45 DWELLING UNITS PER ACRE (45 DU/ACRE)
 - d. FLOOR AREA/UNIT: MINIMUM 550 SQUARE FEET
 - e. MAXIMUM FLOOR AREA RATIO: NONE
 - f. MINIMUM OPEN SPACE (INCLUDES SIDEWALKS): 25%
 - g. MINIMUM LOT WIDTH: NONE
 2. **COMMERCIAL/INDUSTRIAL**
 - a. DEVELOPMENT STANDARDS FOR COMMERCIAL OR INDUSTRIAL USES SHALL COMPLY WITH THE DEVELOPMENT REGULATIONS OUTLINED FOR THE (MU-B-1) MIXED-USE CENTRAL BUSINESS AND (I-1) LIGHT INDUSTRIAL DISTRICTS FOUND IN TITLE 16 OF THE ENGLEWOOD UNIFIED DEVELOPMENT CODE.
 - b. MAXIMUM HEIGHT: 105'-0"
 - c. SETBACKS: 10'-0" FOR ALL NONRESIDENTIAL USES

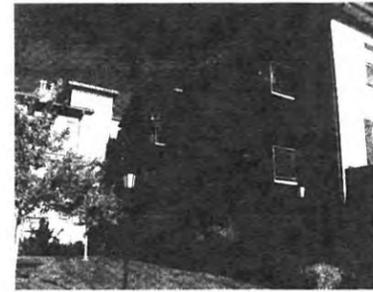
3. **LANDSCAPING**
 - a. A COMPLETE LANDSCAPE PLAN SHALL BE PROVIDED AT TIME OF SUBMITTAL OF FINAL SITE PLAN.
4. **PARKING**
 - a. PARKING GUIDELINES WILL BE PREPARED BASED ON FUTURE DEVELOPMENT USE AND WILL BE SUBMITTED WITH A FINAL SITE PLAN AND WILL UTILIZE TITLE 16 OF THE ENGLEWOOD UNIFIED DEVELOPMENT CODE AS A BASIS. REDUCTION OF PARKING MAY BE PROPOSED FOR MULTI-FAMILY.
5. **PUBLIC LAND DEDICATIONS REQUIREMENTS**
 - a. PARKS, TRAILS, AND OPEN SPACE LAND DEDICATION SHALL BE DETERMINED BY SEPARATE AGREEMENT AT TIME OF FINAL SITE PLAN.
6. **ARCHITECTURAL STANDARDS**

FORM AND MATERIALS FOR MULTI-FAMILY HOUSING SHALL HARMONIZE WITH THE ADJACENT RESIDENTIAL BUILDINGS AND BE CONSIDERATE OF NEIGHBORING BUILDINGS SUBMITTED AS A PART OF THE PROPOSED PUD. ARE EXAMPLE PHOTOGRAPHS INDICATING THE GENERAL LEVEL OF DESIGN QUALITY, FINISHES AND MATERIALS TO BE INCORPORATED IN THE PROJECT.

 1. **FAÇADES:** EXTERIOR WALLS GREATER THAN 50 FEET IN LENGTH SHOULD BREAK ANY FLAT, MONOLITHIC FAÇADE WITH DISCRETE ARCHITECTURAL ELEMENTS, BUILDING DESIGN, ROOFLINES, OR FAÇADE TREATMENTS THAT ARE MONOTONOUS ARE STRONGLY DISCOURAGED. BUILDING FAÇADES ORIENTED TO THE STREET OR PUBLIC SPACE SHOULD PROVIDE ARCHITECTURAL VARIETY AND SCALE BY INCORPORATING ELEMENTS SUCH AS BAY WINDOWS, DOORWAYS, ENTRANCES AND WINDOWS, BALCONIES, CORNICES, COLUMNS, VERTICAL PLANE BREAKS, AND OTHER TYPES OF ARCHITECTURAL DETAILING TO PROVIDE VISUAL INTEREST.
 2. **360-DEGREE:** A BUILDING'S SPECIAL ARCHITECTURAL FEATURES AND TREATMENTS SHALL NOT BE RESTRICTED TO A SINGLE FAÇADE. ALL SIDES OF A BUILDING OPEN TO VIEW BY THE PUBLIC, WHETHER VIEWED FROM PUBLIC OR PRIVATE PROPERTY, SHALL DISPLAY A SIMILAR LEVEL OF QUALITY AND ARCHITECTURAL INTEREST. ARCHITECTURAL FEATURES SUCH AS WINDOWS, AWNINGS, PROJECTIONS, REVEALS, CHANGES IN PATTERN, AND TRELISES SHOULD BE USED ON ALL SIDES FOR VISUAL INTEREST. THE DIMENSIONS OF BASE, MIDDLE, AND TOP SHOULD BE CARRIED AROUND FROM THE PRIMARY FAÇADES TO THE SIDE AND REAR OF THE BUILDING.
 3. **FLAT ROOFS:** DESIGN ELEMENTS FOR FLAT ROOF BUILDINGS SHOULD INCLUDE PARAPETS WITH VARIABLE HEIGHT AND/OR CHANGES IN SETBACK. WHERE POSSIBLE, ROOFTOP AREAS ARE ENCOURAGED TO BE USED FOR PUBLIC OR PRIVATE OUTDOOR SPACE.
 4. **SLOPED ROOFS:** WHEN SLOPED ROOFS ARE USED, AS LEAST ONE OF THE FOLLOWING ELEMENTS SHOULD BE INCORPORATED INTO THE DESIGN INCLUDING PROJECTING GABLES, HPMS, HORIZONTAL/VERTICAL BREAKS, OR OTHER SIMILAR TECHNIQUES. ROOF SHAPES SHOULD BE AN INTEGRAL PART OF THE BUILDING ARCHITECTURE

- AND CREATE INTERESTING AND VARIED APPEARANCES.
5. **BRIGHT COLORS:** INTENSE, BRIGHT, OR FLUORESCENT COLORS SHOULD NOT BE USED AS THE PREDOMINANT COLOR ON ANY WALL OR ROOF OF ANY PRIMARY OR ACCESSORY STRUCTURE.
 6. **BUILDING MATERIALS:** EXTERIOR BUILDING FAÇADES SHOULD EXHIBIT HIGH LEVELS OF DESIGN, DETAILING, AND MATERIAL QUALITY. A MIX OF HIGH QUALITY COMPATIBLE MATERIALS IS STRONGLY ENCOURAGED ON ALL FAÇADES FACING STREETS OR OTHER PUBLIC SPACES OR AREAS. BUILDINGS SHOULD BE CONSTRUCTED OF DURABLE, HIGH-QUALITY MATERIALS SUCH AS: BRICK, STONE, ARCHITECTURAL PRE-CAST CONCRETE, ARCHITECTURALLY CAST CONCRETE, CAST STONE, INTEGRALLY COLORED SPLIT OR GROUND FACE CONCRETE, MASONRY UNITS, STUCCO OR EIFS (EXTERIOR INSULATED FINISHING SYSTEM), ARCHITECTURAL METAL, WOOD, LAP SIDING, OR ANY COMBINATION OF THE MATERIALS LISTED.
 7. **SCALING:** BUILDING FAÇADES SHOULD INCLUDE A COMBINATION OF DETAILS TO ENHANCE THE ARCHITECTURAL INTEREST. FOR EXAMPLE, USE BRICKWORK TO CREATE UNIQUE ELEMENTS, OR MIX MATERIALS OF VARYING DEPTH TO PROVIDE VISUAL INTEREST.
- PROCESS:**
1. **SITE PLAN:** DEVELOPMENT ON ANY PORTION OF THE PUD FOR ANY RESIDENTIAL USE (AND NOT PUBLIC/INSTITUTIONAL, COMMERCIAL, OR INDUSTRIAL USES) SHALL BE SUBJECT TO SITE PLAN REVIEW BY THE PLANNING AND ZONING COMMISSION AND REVIEW AND APPROVAL BY CITY COUNCIL. IF ANY SITE PLAN IS SUBMITTED FOR PUBLIC/INSTITUTIONAL, COMMERCIAL, OR INDUSTRIAL USES, IT WILL BE PROCESSED ADMINISTRATIVELY AS ALLOWED BY THE UNIFIED DEVELOPMENT CODE.
 2. **MODIFICATIONS:** THE FOLLOWING MODIFICATION PROCEDURES ARE CONSISTENT WITH THE PUD MODIFICATION PROCEDURES OF THE CITY OF ENGLEWOOD TITLE 16, ZONING REGULATIONS, AS MODIFIED BELOW:
 - a. **DISTRICT PLAN:** THE TERMS, CONDITIONS, THE ADOPTED PUD DISTRICT PLAN AND DOCUMENTS MAY BE CHANGED AND/OR AMENDED IN WHOLE OR IN PART AS FOLLOWS:
 1. **MINOR MODIFICATIONS:** TO THE PUD DISTRICT PLAN, THE CITY MANAGER OR HIS/HER DEPUTY MAY APPROVE MINOR MODIFICATIONS IN THE LOCATION, SIZE, AND HEIGHT OF STRUCTURES OR FACILITIES IF REQUIRED BY ENGINEERING OR OTHER CIRCUMSTANCES NOT FORESEEN AT THE TIME THE PUD DISTRICT PLAN WAS APPROVED. MINOR MODIFICATIONS SHALL NOT BE PERMITTED IF THE MODIFICATION RESULTS IN ANY OF THE CIRCUMSTANCES LISTED IN E.2(b) OF THIS PUD.
 2. **MAJOR MODIFICATIONS:** TO THE PUD DISTRICT PLAN, MAJOR MODIFICATIONS MAY BE MADE TO THE APPROVED PUD DISTRICT PLAN PURSUANT TO THE SAME LIMITATIONS AND REQUIREMENTS BY WHICH PLANS AND DOCUMENTS WERE ORIGINALLY APPROVED.
 - b. **SITE PLAN:**
 1. **MINOR MODIFICATIONS:** TO THE PUD SITE PLAN, THE CITY, THROUGH THE DEVELOPMENT REVIEW TEAM, MAY AUTHORIZE DEVIATIONS FROM THE PUD SITE PLAN WHEN SUCH DEVIATIONS APPEAR NECESSARY IN LIGHT OF TECHNICAL OR ENGINEERING CONSIDERATIONS. MINOR DEVIATIONS SHALL NOT BE

- PERMITTED IF ANY OF THE CIRCUMSTANCES RESULT:
- 1.a. A CHANGE IN THE CHARACTER OF THE DEVELOPMENT, OR
 - 1.b. A CHANGE IN THE PERMITTED LAND USES, OR
 - 1.c. A CHANGE IN THE GENERAL LOCATION OF LAND USES, OR
 - 1.d. AN INCREASE IN THE MAXIMUM HEIGHT OF ANY BUILDING OF MORE THAN 5%, OR
 - 1.e. AN INCREASE IN THE NUMBER OF DWELLING UNITS, OR IN THE RATIO OF THE GROSS FLOOR AREA OF STRUCTURES TO THE LAND AREA, OR INCREASES IN THE PROPOSED GROSS FLOOR AREA WITHIN ANY PARTICULAR LAND USE OF MORE THAN 2%; OR
 - 1.f. A REDUCTION IN THE SETBACKS MORE THAN 10%, OR
 - 1.g. AN INCREASE OF MORE THAN 10% IN GROUND COVERAGE, BY STRUCTURES OR SURFACE PARKING, OR
 - 1.h. A REDUCTION BY MORE THAN 5% IN THE LAND AREA DESIGNATION FOR LANDSCAPING, OR
 - 1.i. A REDUCTION BY MORE THAN 5% IN THE RATIO OF OFF-STREET PARKING AND LOADING SPACE TO GROSS FLOOR AREA OR NUMBER OF DWELLING UNITS.
- ii. SITE PLAN AMENDMENTS NOT MEETING THE ABOVE REQUIREMENTS. ALL PUD SITE PLANS APPROVED AND RECORDED MAY ONLY BE AMENDED PURSUANT TO THE SAME LIMITATION AND REQUIREMENTS BY WHICH SUCH PLANS WERE APPROVED.



1
P2/P2 MULTI-FAMILY ARCHITECTURAL EXAMPLES

731-62

BASELINE
 Engineering · Planning · Surveying
 370 17th STREET SUITE 200 · BOULDER, CO 80502
 P: 303.441.0885 · F: 303.441.9889 · www.baselinecorp.com

PREPARED BY: EW
 DATE: 10/20/12
 CHECKED BY: EW
 DATE: 2/21/13

REVISION DESCRIPTION
 DISTRICT PLAN, SITE PLAN, LANDSCAPING
 PROCESS, SUNSET CLAUSE UPDATE

SAND CREEK INVESTORS, L.L.C.
 ARAPAHOE COUNTY
 SAND CREEK PLANNED UNIT DEVELOPMENT
 601 W BATES AVE
 DISTRICT PLAN / ARCHITECTURAL IMAGES & DETAILS

FOR AND ON BEHALF OF PUBLIC COMMISSIONER
 TOTAL SUBMITTAL: 12/25/12
 DRAWING SIZE: 24" x 36"
 SHEET PNO: P2000
 DRAWING NAME: 200_PUD_2013-2-21.dwg
 SHEET: 2 OF 4
 P2

THE FOUNDRY APARTMENTS
 SW DEVELOPMENT GROUP

SHOPWORKS architecture
 2882 Wvondal street • denver, co 80211 • 303-433-4094
 ROTH ENGINEERING GROUP
 chdg
 christopherboydesigngroup
 LANDSCAPE ARCHITECTS
 SW DEVELOPMENT GROUP

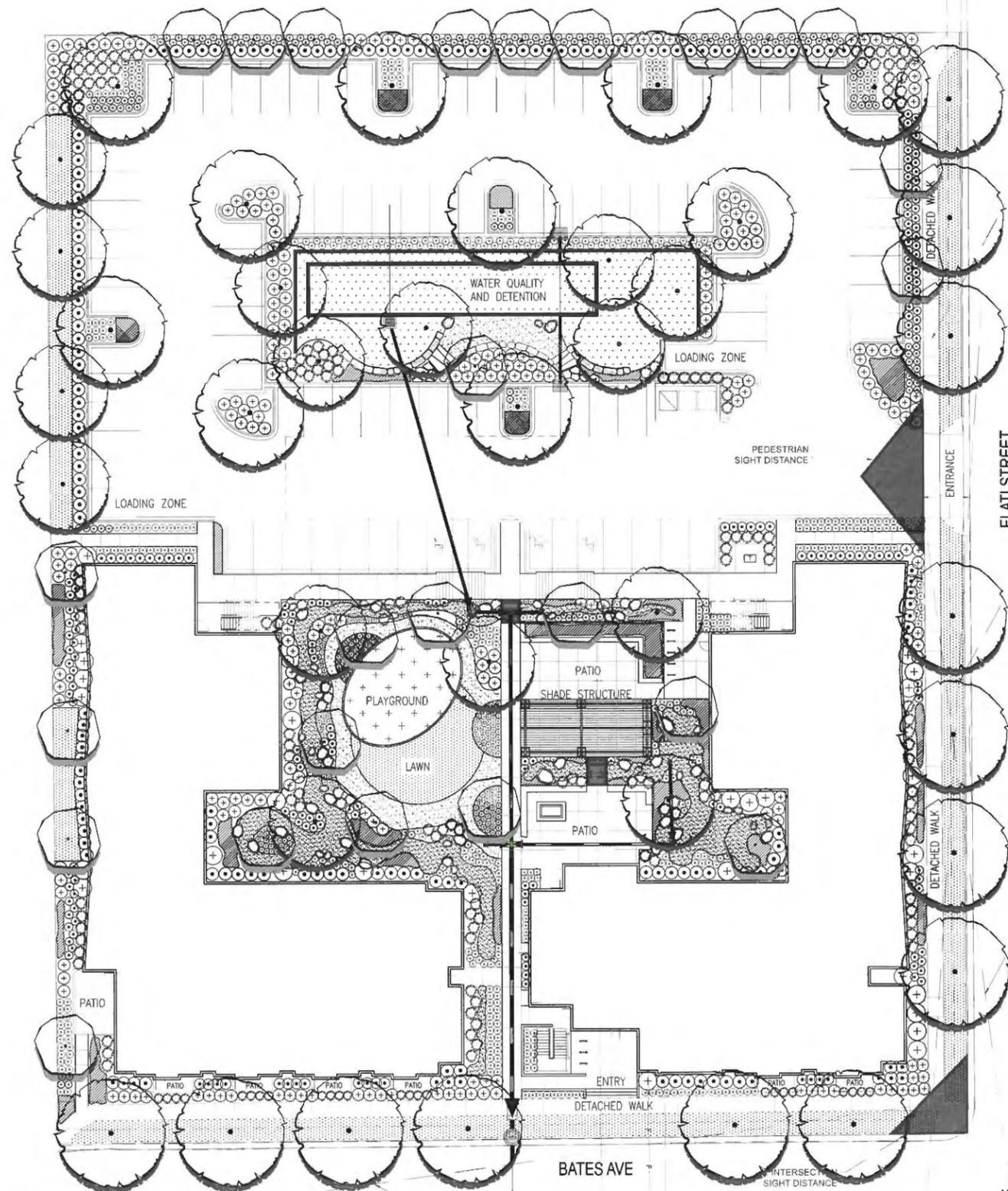
THE FOUNDRY APARTMENTS
PUD SITE PLAN

1ST SUBMITTAL 2015-09-28
 2ND SUBMITTAL 2015-10-15

P2 OF SAND CREEK PUD
 3 OF 9

THE FOUNDRY APARTMENTS

PUD SITE PLAN
 A PORTION OF LOT 1, GENERAL IRON WORKS SUBDIVISION
 TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,
 CITY OF ENGLEWOOD, ARAPAHOE COUNTY, STATE OF COLORADO



1 LANDSCAPE SITE PLAN
 Scale: 0' 20' 40'

LEFT TURN SIGHT DISTANCE
 (FROM ELATI)
 30 MPH ROAD 335'



LEGEND

	CONCRETE WALL		DRY 'STREAM' BED
	LANDSCAPE BOULDERS		COURTYARD WALK
	BRIDGE		WATER QUALITY NATIVE SEED
	BIKE RACKS		LAWN
	BOULDER SEAT WALL		PLAYGROUND
	DECIDUOUS SHADE TREE		WOOD MULCH
	DECIDUOUS ORNAMENTAL TREE		
	ASSORTED SHRUBS		
	ASSORTED PERENNIALS & GRASSES		
	PERENNIALS & GROUNDCOVERS		

LANDSCAPE DATA CHART

SITE AREAS AND DESIGNATIONS		
ZONE DISTRICT	PUD	UNIT
SITE AREA	93,058	SF
STREET FRONTAGE	575	LF
AREA OF PARKING	30,334	SF
BUILDING AREA	24,438	SF
OVERALL REQUIRED LANDSCAPE CALCULATIONS	PROVIDED	UNIT
LANDSCAPE AREA	38,286	SF
TOTAL LANDSCAPE AREA	41%	
NON LIVING LANDSCAPE MATERIAL	3067	SF
LANDSCAPE MATERIAL		
TREES, TOTAL (1 PER 300 SF OF RLA)	52	EA
TREES, STREET (1 PER 30 LF OF FRONTAGE)	13	EA
SHRUBS, TOTAL (1 PER 50 SF OF RLA)	364	EA
PARKING LOT LANDSCAPING		
INTERNAL PARKING LOT LANDSCAPING	5887	SF
PERIMETER LINEAL FEET TO BE SCREENED	387	SF

LANDSCAPE NOTES

- EXACT DESIGN INCLUDING LOCATION OF TREES, SHRUBS, PLANTING BEDS, ETC. WILL BE DETERMINED AT TIME OF FINAL DESIGN.
- LANDSCAPE PLANS SHOW PRELIMINARY CONCEPT AND PLANTS MAY BE PLACED ANYWHERE WITHIN THE SITE BOUNDARY.
- PLANTS SHALL BE USED THAT ARE WELL ADAPTED TO COLORADO'S CLIMATE. FOLLOWING THE CITY OF ENGLEWOOD LANDSCAPE MANUAL'S RECOMMENDATIONS IS ENCOURAGED.
- TREES LOCATED IN THE STREET BUFFER SHALL BE SPACED A MINIMUM OF 30'.

THE FOUNDRY APARTMENTS
 SW DEVELOPMENT GROUP

2882 WYANDOT STREET • DENVER, CO 80211 • 303.433.4094

SHOP architecture

ROTH ENGINEERING GROUP

chdg landscape design group landscape architects

SW DEVELOPMENT GROUP

THE FOUNDRY APARTMENTS PUD SITE PLAN

1ST SUBMITTAL 2015-09-28
 2ND SUBMITTAL 2015-10-15

LANDSCAPE PLAN
 8 OF 9

THE FOUNDRY APARTMENTS

PUD SITE PLAN
 A PORTION OF LOT 1, GENERAL IRON WORKS SUBDIVISION
 TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,
 CITY OF ENGLEWOOD, ARAPAHOE COUNTY, STATE OF COLORADO

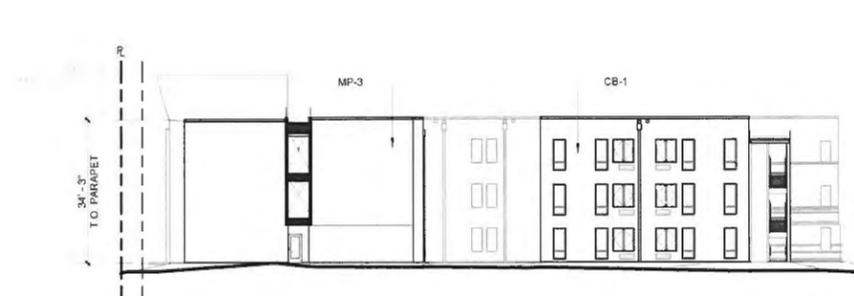
THE FOUNDRY APARTMENTS
 SW DEVELOPMENT GROUP

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S H O P W O R K S architecture

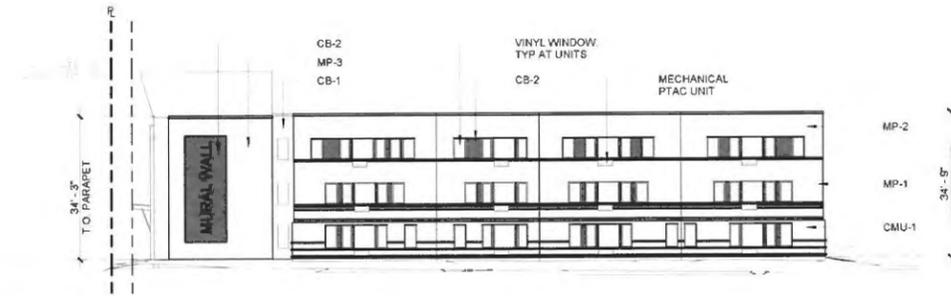
ROTH ENGINEERING GROUP

SW DEVELOPMENT GROUP

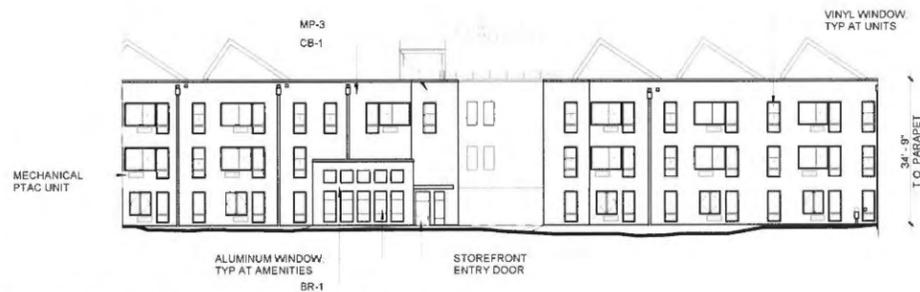
ch d g
 chaitanchoydesigngroup
 LANDSCAPE ARCHITECTS



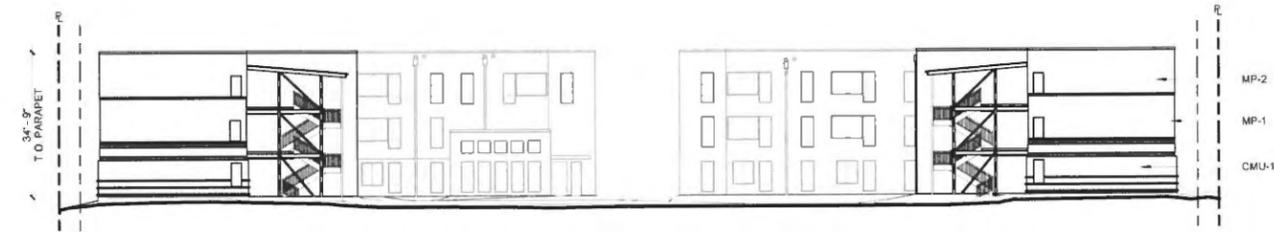
7 EAST ELEVATION - COURTYARD
 1" = 20'-0"



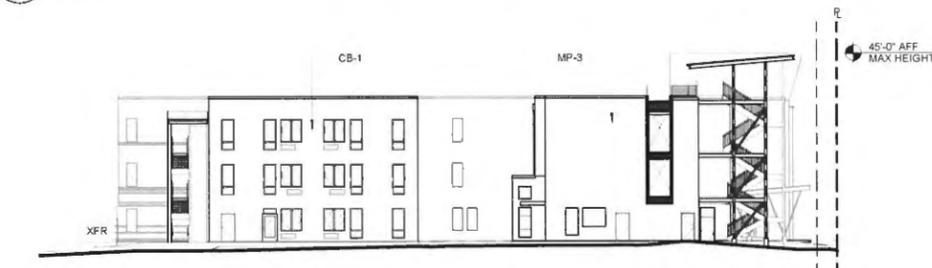
4 EAST ELEVATION
 1" = 20'-0"



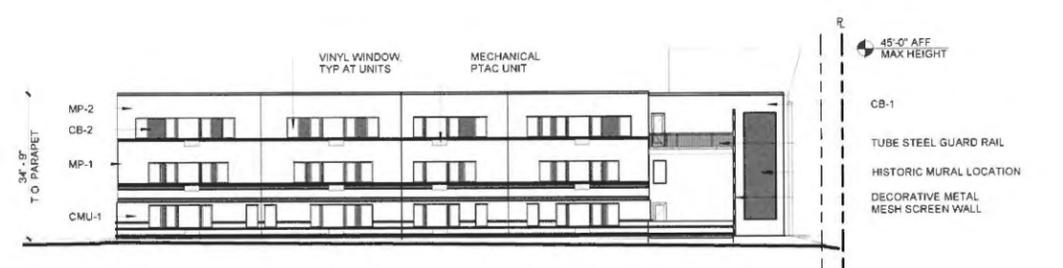
6 NORTH ELEVATION - COURTYARD
 1" = 20'-0"



3 NORTH ELEVATION
 1" = 20'-0"



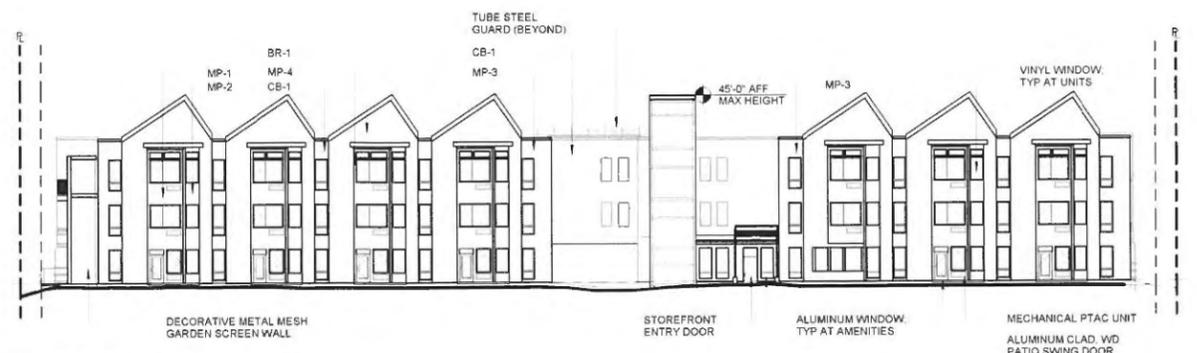
5 WEST ELEVATION - COURTYARD
 1" = 20'-0"



2 WEST ELEVATION
 1" = 20'-0"



SW AERIAL PERSPECTIVE



1 SOUTH ELEVATION
 1" = 20'-0"

MATERIAL LEGEND

BR-1	BRICK MASONRY
MP-1	METAL PANEL SIDING 1
MP-2	METAL PANEL SIDING 2
MP-3	METAL PANEL SIDING 3
MP-4	METAL PANEL
CB-1	CEMENT BOARD SIDING
CB-3	CEMENT BOARD PANEL
CMU-1	CMU MASONRY

THE FOUNDRY APARTMENTS

PUD SITE PLAN

1ST SUBMITTAL	2015-09-28
2ND SUBMITTAL	2015-10-15

BUILDING ELEVATIONS
 9 OF 9

Foundry Neighborhood Meeting 9/24/15
6:30 p.m.
Mayflower Congregational Church
3001 South Acoma Street

Approximately 35 - 40 people attended the meeting.

Scott Yeates, Bryant Winslow and Aaron Foy were present to discuss their projects.

Scott Yeates spoke for a few minutes on the Foundry project. He stated that the project would be 70 units on 2 acres. There will be 42, one bedrooms and 28, two bedrooms.

Following are some questions from the public, and answers provided by the applicants:

Q: What is the price point?

The one bedroom will rent for \$650, the two bedroom will rent for \$950.

Q: Will it be low income?

It will be rent restricted, to renters making less than \$40,000.

Q: Where is parking?

Parking is in the back, all surface parking. There will be 92 spaces.

Q: Does the stairwell face north, isn't that going to be cold and snowy?

It does face north. Snow will not be a problem with a good maintenance crew.

Q: Is visitor parking designated?

No, it is not.

Q: Where rent restrictions placed prior to current market?

Yes, but we still feel that there is a high demand for it.

Q: Does the rent restrictions cause any impact on emergency services?

No.

Q: What is the construction time-frame?

Break ground in April 2016 with a completion date of 2017.

Q: Where will overflow parking take place?

We feel that on-site parking is sufficient, however any overflow parking will be along Bates and Elati.

Q: What is the target audience, young and old?

Both.

Q: What are the odds of this happening?

100%.

Q: Does the parking go over the remediated area?

A portion does, that will receive 6" – 8" of asphalt.

Q: Will a percentage of these be low income?

No, we feel that the rental price is already low.

Q: Will there be a light rail station?

No, the cost has gotten to high.

Q: How is this going to increase my property value?

We are investing and driving others to invest.

Q: Explain the other units.

Aaron explained his project. 161 units. Single family will be 1800 s.f. and \$400,000.

Duplexes will be 1100 – 1600 s.f.

Construction is planned to start next year.

Q: Will the cul-de-sac go through?

No.

Q: Who gives final approval?

The City does.

Q: Will there be planned green space?

Yes there is a fair amount.

Can it be moved to be more central?

Discussion ensued regarding type of vegetation.

Q: What is the quality level?

We will meet the requirements for LEED Silver certified, however we will not apply, due to costs. We will be 65% H.E.R.S. (Home Energy Rating System)

Q: Will there be solar?

No, but there is an opportunity with the flat roofs.

Q: What does a playground mean to you?

Designated fixtures.

Q: Will you approve Section 8?

Yes we will.

Q: Will there be trails and bike connection?

Aaron - yes, we will be working with the city on this.

Q: Will there be outdoor art?

Yes, we would like to have a call for artists for a mural that could be changed every five years. .

Q: How tall are the condos?

Aaron – four stories

Q: Where will parking for construction crews be?
On-site.

Q: Will each house have a garage?
Aaron - yes.

Q: Will they have basements?
Aaron - The single family and duplexes will.

Q: Will taxpayer's money go into it?
No, I used tax credits issued by CHFA.

Eric Keck

Harold Stitt

Audra Kirk

Irene McCahill

Richard Burton

MARTY TRACEY

Carol Harlor

J. Ross

Mr. Barry

McKane

Mr. Kelly Powers

PATRICK DRAPER

WHITNEY ELLIOTT

Kae Stoddard 3.

Arnold Infante

Bob Wilson

Doog Cain

Gerard McCann.

Michelle Scott

Aaron Mund

Leanne Thompson

NORM Solomon

Bob Reeder

Bert Tolson

Dena Zocher

Kim George

AMY Wilson



CITY OF ENGLEWOOD
COMMUNITY DEVELOPMENT

TO: Planning and Zoning Commission
THRU: Michael Flaherty, Interim Community Development Director
Harold Stitt, Senior Planner
FROM: Audra L. Kirk, Planner II
DATE: November 3, 2015
SUBJECT: Case ZON2015-003 - Public Hearing
PUD Site Plan Approval

APPLICANT:

SW Development Group, LLC
1616 17th Street, #362
Denver, CO 80202

PROPERTY OWNER:

Sand Creek Investors, L.L.C.
3002 South Huron Street
Englewood, CO 80110

PROPERTY ADDRESS:

601 West Bates Avenue
Englewood, CO 80110

REQUEST:

The applicant is requesting approval of the Foundry Site Plan within the Sand Creek PUD (Planned Unit Development). The Sand Creek PUD District Plan was brought before the Planning and Zoning Commission on November 20, 2012 and forwarded to City Council with a recommendation for approval. The Sand Creek PUD District Plan was approved by Council on February 4, 2013 with the condition that the final PUD Site Plan receive approval from the Planning and Zoning Commission and City Council.

RECOMMENDATIONS:

The Department of Community Development recommends approval of Sand Creek PUD (the Foundry) Site Plan, and forwarding to Council with the recommendation to approve.

LEGAL DESCRIPTION NORTH PROPERTY:

THAT PART OF LOT 1 GENERAL IRON WORKS SUB DESC AS BEG AT THE SW COR OF SD LOT TH ALG CURVE TO LEFT 201.64 FT TH NE 297.55 FT TH ALG CURVE RT 73.2 FT TH NE 512.81 FT TH SE 265.47 FT TH S 53.29 FT TH ALG CURVE RT 47.52 FT TH SW

116.33 FT TH W 28.26 FT TH S 656.37 FT TO THE SE COR OF SD LOT TH W 734.44 FT TO BEG GENERAL IRON WORKS SUB

ZONE DISTRICT:

Sand Creek PUD

PROPERTY LOCATION AND SURROUNDING LAND USE:

The Foundry site is a 2.13 acre parcel located on the south east portion of the Sand Creek PUD. The Sand Creek PUD is located adjacent to the RTD Light Rail line between West Bates Avenue and just north of West Amherst Avenue. Land directly to the west is the RTD Light Rail tracks and the BSNF railroad tracks and further west beyond South Santa Fe Drive is an industrial zone district and the Englewood/Littleton Waste Water Treatment Plant. Surrounding land to the east is a combination of I-1(light industrial) and R-2-B (single and multi-family) zone districts. This area is a mixture of industrial uses, single and multi-family housing as well as non-conforming residential units in the industrial districts. To the North is the RTD maintenance facility zoned I-2 (heavy industrial).

PUD SITE PLAN APPROVAL PROCEDURE:

Approval of a PUD Site Plan requires the applicant to hold a pre-application meeting with staff, and a neighborhood meeting with owners and tenants located within 1,000 feet of the proposed PUD. After the neighborhood meeting, a formal submittal is made to the City and reviewed by City departments. Public hearings are held before the Planning and Zoning Commission and City Council. If the PUD Site Plan is approved there is a 30 day referendum time period before permits can be granted.

BACKGROUND:

The Planned Unit Development is a rezoning process that establishes specific zoning and site planning criteria to meet the needs of a specific development proposal that may not be accommodated within existing zoning development regulations. A PUD rezoning provides the opportunity for unified development control for multiple properties or multiple uses.

The Sand Creek PUD District Plan was approved on February 4, 2013, by City Council. The purpose of Sand Creek PUD District Plan was to change the properties Permitted Principal Uses to allow residential uses in addition to the industrial, office and retail uses allowed in the industrial zone districts.

The Sand Creek PUD parcel is 10.55 acres and was formerly occupied by General Iron Works (GIW). RTD acquired the northern portion of the GIW parcel for its maintenance facility in 2002. Sand Creek acquired the southern portion of the GIW parcel in 2010. Parcels have been zoned industrial since the first zoning was put into place in 1940.

NEIGHBORHOOD MEETING SUMMARY:

Pursuant to the Unified Development Code PUD procedure, the applicant conducted a neighborhood meeting on Thursday, September 24, 2015.. Notice of the neighborhood meeting was mailed to owners and tenants of property located within 1000 feet of the proposed PUD property. A meeting summary is attached (See Exhibit A).

CITY DEPARTMENT AND DIVISION REVIEW:

The applicants had a pre-application meeting with staff in August 2015. Issues that were identified during the pre-application meeting were addressed by the applicant and the final PUD packets were submitted to staff on September 28, 2015. The final plans were reviewed by City of Englewood departments and the following comments were made:

Building:

The City of Englewood has adopted the following codes with amendments:

- 2012 International Building Code and Appendix I - Patio Covers
- 2012 International Residential Code, Appendices H - Patio Covers and M - Home Day Care
- 2012 International Energy Conservation Code
- 2012 International Plumbing Code
- 2012 International Mechanical Code
- 2012 International Fuel Gas Code
- 2012 International Fire Code
- 2011 National Electrical Code
- ICC/ANSI A117.1 - 2009 Accessibility Standards

Engineering:

Transportation easements for the sidewalk and emergency vehicle access may be dedicated by plat or by a separate document.

Detention easement (private) to be dedicated on plat. Plat shall contain standard Detention Pond notes from Englewood Storm Drainage Criteria Manual (ESDCM) section 6.3 (8a and 8b).

Community Development:

The Sand Creek PUD District Plan changed the Permitted Principal Uses to allow residential uses in addition to the currently allowed industrial, office and retail uses.

Fire Marshal: Comments pending

The Sand Creek PUD District Plan was approved with the following:

A. Developmental standards:

1. Multi-family development:

- a. Maximum building height: 75'-0"
- b. Setbacks: All PUD setbacks for multi-family use shall be 5'-0"
- c. Density: Maximum 45 dwelling units per acre (45 DU/ACRE)
- d. Floor area/unit: Minimum 550 square feet
- e. Maximum floor area ratio: None
- f. Minimum open space (includes sidewalks): 25%
- g. Minimum lot with: None

2. Landscaping:

- a. A complete landscape plan shall be provided at time of submittal of final site plan.

3. Parking:

a. Parking guidelines will be prepared based on future development use and will be submitted with a final site plan and will follow Title 16, Englewood Unified Development Code. Reduction of parking may be proposed for multi-family.

4. Public Land Dedication Requirements:

a. Parks, trails, and open space land dedication shall be determined by separate agreement at time of final site plan.

B. Architectural Standards:

Form and materials for multi-family housing shall harmonize with the adjacent residential buildings and be considerate of neighboring buildings. Submitted with the proposed PUD are example photographs indicating the general level of design quality, finishes and materials to be incorporated in the project.

1. Facades: exterior walls greater than 50 feet in length should break any flat, monolithic facade with discernible architectural elements. Building designs, rooflines, or facade treatments that are monotonous are strongly discouraged. Building facades oriented to the street or public space should provide architectural variety and scale by incorporating elements such as bay windows, doorways, entrances and windows, balconies, cornices, columns, vertical plane breaks, and other types of architectural detailing to provide visual interest.

2. 360-degree: a building's special architectural features and treatments shall not be restricted to a single facade. All sides of a building open to view by the public, shall display a similar level of quality and architectural interest. Architectural features such as windows, awnings, projections, reveals, changes in pattern, and trellises should be used on all sides for visual interest. The dimensions of base, middle, and top should be carried around from the primary facades to the side and rear of the building.

3. Flat Roofs: design elements for flat roof buildings should include parapets with variable height and/or changes in setback. Where possible, rooftop areas are encouraged to be used for public or private outdoor space.

4. Sloped Roofs: when sloped roofs are used, at least one of the following elements should be incorporated into the design including projecting gables, hips, horizontal/vertical breaks, or other similar techniques. Roof shapes should be an integral part of the building architecture and create interesting and varied appearances.

5. Bright Colors: intense, bright, or fluorescent colors should not be used as the predominant color on any wall, or roof of any primary or accessory structure.

6. **Building Materials:** exterior building facades should exhibit high levels of design, detailing and material quality. A mix of high quality compatible materials is strongly encouraged on all facades facing streets, or other public spaces or areas. Buildings should be constructed of durable, high-quality materials such as: brick, stone, architectural pre-cast concrete, architecturally cast concrete, case stone, integrally colored split or ground face concrete masonry units, stucco or EIFS (exterior insulated finishing system), architectural metal, wood, lap siding, or any combination of the materials listed.

7. **Scaling:** building facades should include a combination of details to enhance the architectural interest. For example, use brickwork to create unique elements, or mix materials of varying depth to provide visual interest.

The Foundry Site Plan is proposing the following:

1. **Multi-family development**

a. **Maximum building height:** 46'-0"

b. **Setbacks:** The building has a setback of 10'-0", balconies will protrude into the 5' setback, but will not encroach into any setback.

c. **Density:** 32.8 dwelling units per acre

2. **Landscaping:** A landscaping plan has been provided (page 8 of 9). The Landscape Requirement Chart indicates that the requirement for landscaping is 8%. The Unified Development Code (UDC) has a requirement of 8% for industrial zone districts, and 25% for multi-family residential. The actual amount of landscaping provided for the Foundry is 25%. Staff has no issues with the amount of landscaping provided.

3. **Parking:** Proposed parking for the Foundry is 1.31 spaces per unit, for a total of 92 spaces. The UDC requires 1.5 spaces per unit, plus 1 visitor space per each 5 units, for a total of 119 for a difference of 27 spaces. However, Sand Creek PUD District was approved with a reduction in parking for multi-family projects. Staff has no issues with the amount of parking provided.

4. **Public Land Dedication:** The park fee in-lieu fee for the development will be \$27,025.

5. **Architectural Standards:** The proposed Foundry Site Plan meets all architectural standards as outlined above.

Process: The process as outlined in the Sand Creek PUD District Plan specifies site plan approval through a public hearing by the Planning and Zoning Commission as well as City Council

SUMMARY:

The applicant is proposing approval of 70 units at the south-east corner of the Sand Creek PUD. The applicant has met or exceeded all requirements in the Sand Creek PUD District Plan. The Foundry Site Plan must be approved by Planning and Zoning Commission as well as City Council.

PLANNED UNIT DEVELOPMENT CONSIDERATIONS:

The Commission must determine if the PUD Site Plan is consistent with the Englewood 2003 Comprehensive Plan. The Planning and Zoning Commission can approve, approve with conditions or deny the proposed PUD.

PUD District Plan

The Site Plan sets forth the zoning regulations under which the proposed development will occur.

1. *The PUD Site Plan is, or is not, in conformance with the District Plan requirements and the Comprehensive Plan.*

The proposed PUD Site Plan is in conformance with the District Plan and the Comprehensive Plan. Section 5: Housing, Goal 1 states, "Promote a balanced mix of housing opportunities serving the needs of all current and future Englewood Citizens". Objective 1-3 states, "Encourage housing investments that improve the housing mix, including both smaller and larger unit sizes, and a wider range of housing types, including single-family, duplex, town home, and condominium units".

2. *All required documents, drawings, referrals, recommendations, and approvals have been received.*

All appropriate documents concerning Sand Creek PUD Site Plan (the Foundry) have been received.

3. *The PUD Site Plan is consistent with adopted and generally accepted standards of development in the City of Englewood.*

The Sand Creek PUD Site Plan (the Foundry) is consistent with accepted development standards established by the City of Englewood.

4. *The PUD Site Plans are substantially consistent with the goals, objectives, design guidelines, policies and any other ordinance, law or requirement of the City.*

Sand Creek PUD Site Plans are in conformance with all other ordinances, laws and requirements of the City.

ATTACHMENTS:

Exhibit A: Sand Creek PUD Site Plan (the Foundry)

Exhibit B: Neighborhood Meeting Summary - September 25, 2015

Exhibit C: Letter from CHFA dated July 14, 2014

**CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION
REGULAR MEETING
CITY COUNCIL CHAMBERS
November 3, 2015**



I. CALL TO ORDER

The regular meeting of the City Planning and Zoning Commission was called to order at 7:00 p.m. in the City Council Chambers of the Englewood Civic Center, Chair Fish presiding.

Present: Brick, Freemire, King, Kinton, Knoth, Fish

Absent: Bleile, Madrid, Townley, Piltinos (All Excused)

Staff: Mike Flaherty, Deputy City Manager
Harold Stitt, Senior Planner
Brook Bell, Planner II
Audra Kirk, Planner II
John Vaboril, Planner II, Long Range Planning
Dugan Comer, Deputy City Attorney

Also Present: Scott Yeates, SW Development Group
Chad Holsinger, Shopworks Architecture
Bob Wilson, Shopworks Architecture



II. APPROVAL OF MINUTES

- October 20, 2015 Minutes

Knoth moved:

Freemire seconded: **TO APPROVE THE OCTOBER 20, 2015 MINUTES**

Chair Fish asked if there were any modifications or corrections. There were none.

AYES: Brick, Freemire, King, Kinton, Knoth, Fish

NAYS: None

ABSTAIN: None

ABSENT: Bleile, Madrid, Townley

Motion carried.



III. Public Hearing Case #ZON2015-009 Sand Creek Planned Unit Development Site Plan approval

Knoth moved;

King seconded: **To open the public hearing for Case #ZON2015-019 Sand Creek Planned Unit Development Site Plan approval**

AYES: Brick, Freemire, King, Kinton, Knoth, Fish

NAYS: None

ABSTAIN: None

ABSENT: Bleile, Madrid Townley



Staff Testimony

Audra Kirk, Planner II, was sworn in. Ms. Kirk reviewed the history of the PUD (Planned Unit Development) located at 601 West Bates Avenue. The PUD District Plan was approved by the Planning and Zoning

Commission in November, 2012. The applicant has prepared a site plan for approval by the Commission and met all requirements for notification and neighborhood meetings. The Site Plan meets or exceeds all requirements set forth in the PUD.

Mr. Brick asked Ms. Kirk if she thinks that the development will have a negative effect on the neighborhood. Ms. Kirk responded that it is her opinion that the development will have a positive impact on the area.



Applicant Testimony

Mr. Scott Yeates, 1616 17th Street, Suite 362, Denver, was sworn in. Mr. Yeates thanked the Commission for the opportunity to present his proposed project. Mr. Yeates provided a PowerPoint presentation with images of the proposed project including the survey and elevations.

The project will consist of 70 apartments, 42 one-bedroom and 28 two bedroom units, on the southeast corner of the property. The rental rates will be income restricted.

The project meets many objectives of the Comprehensive Plan the Light Rail Corridor Plan by providing a mix of housing to accommodate various life stages, workforce rental units and proximity to public transportation.



The parking ratio will be 1.31 parking spaces per unit which exceeds the 1:1 ratio recommended in the Light Rail Corridor Study. Twenty guest parking spaces as well as outdoor and indoor bicycle storage will be provided. The apartments will be in a single three story building. The landscaping will exceed minimum requirements. Mr. Yeates described the tenant amenities that will be provided to residents.



The building form will reflect the original General Iron Works site with architectural details coordinating with the theme. Materials will include reclaimed masonry, metal panels and steel stair course. The color palette will be primarily neutral and a large mural will be completed on one face of the building with assistance from the Englewood Cultural Arts Commission.



The proposed development meets all requirements of the PUD. Groundbreaking is scheduled for April 2016 with occupancy May 2017.



Mr. Brick asked about the purpose of the hearing. Mr. Yeates explained that at the time the PUD was formed, the owners did not have a developer for the property when the District Plan was approved. As part of the two-step PUD approval process, he is presenting the Site Plan for approval by the Commission. Ms. Kirk explained that the District Plan outlines the development requirements.



Mr. Kinton asked if the open space requirement includes the parking area. Mr. Yeates responded that it does not include the parking area.



Public Testimony

No members of the public testified at the hearing.



Ms. Kirk clarified that the Commission approved the PUD in November 2013 with final approval by City Council in May 2014.

Brick moved;

Knott seconded: To close the public hearing for Case #ZON2015-019 Sand Creek Planned Unit Development Site Plan Approval

AYES: Brick, Freemire, King, Kinton, Knott, Fish

NAYS: None

ABSTAIN: None
ABSENT: Bleile, Madrid, Townley



Knoth moved.

King seconded: To approve Case #ZON2015-009 Sand Creek Planned Unit Development Site Plan as written and forward to City Council with a favorable recommendation.



Mr. Brick – The plans represent conformance with the zoning outlined in the PUD

Mr. Freemire – This will be a marked improvement and meets all criteria for the development of the PUD.

Mr. King – The project meets all criteria of the PUD and is in conformance with the Comprehensive Plan.

Mr. Kinton – He initially had concerns when the PUD was originally approved but believes it has turned out extremely well and meets many objectives of the Comprehensive Plan.

Mr. Knoth – He is glad to see the project moving forward.

Chair Fish – He agrees with the previous comments. He is excited to see something happening.



AYES: Brick, Freemire, King, Kinton, Knoth, Madrid, Fish

NAYS: None

ABSTAIN: None

ABSENT: Bleile, Madrid, Townley

Motion passes 6-0



III. STUDY SESSION 2013-03 Comprehensive Plan Update

John Voboril, Planner II, distributed the Commissioner's comments to all members present. The comments were condensed to include the most substantive comments. Mr. Freemire had previously requested the Request for Proposal (RFP) that was issued for the Comprehensive Plan update. Mr. Stitt stated that staff would like to have clarification on some of the comments. Mr. Freemire objected to the fact that the comments were edited and asked what criteria was used to audit the comments. Chair Fish requested a full copy of all comments be sent to the Commissioners.



Mr. Freemire asked if the goals of the RFP were met and requested an analysis to be presented at the November 17th meeting. Chair Fish requested a document that would outline any changes in the draft plan that are made based on feedback from the Commission and the public. Mr. Brick added that the Commissioners can comment at the City Council public hearing. Mr. Stitt reiterated that comments will be taken up to the time of the City Council public hearing as well.



Mr. Brick asked about establishing a work program based on the Comprehensive Plan. Mr. Stitt responded that the final Comprehensive Plan will be available approximately a month after it is approved by City Council and a work plan will be established in December of 2016. Mr. Flaherty suggested that the Commission take testimony at the public hearing and based on that testimony and the other comments received, the Commission make their official recommendations to City Council as a body.



Mr. Flaherty explained that the Commission does not have to approve the draft Comprehensive Plan at the public hearing but can defer the vote for approval to a later date. Mr. Freemire asked about the goals of the project, Mr. Voboril explained that the City Council expressed a desire to see a plan with actionable items. Mr. Voboril explained that staff asked the consultants to perform a cursory review of the existing plan goals and objectives, make minor updates and edit, and carry these goals and objectives forward in the updated plan. Mr. Knoth asked how many items from the previous plan were used in developing the plan, Mr. Voboril responded that the majority of items from the previous plan were incorporated.



Mr. Voboril reviewed the comments that were submitted by the Commissioners. Mr. Kinton commented that the intersection of Belleview and Broadway is problematic in that it is not pedestrian friendly nor is it

easy to navigate by car. An alternative route may be something to consider. Mr. Kinton also commented on the light industrial area near Baker Park. Consideration could be given to changing the zoning in the neighborhood area. Mr. Stitt responded that he did not hear those concerns at the neighborhood meeting but they desired investment by the City.

 Mr. Knoth commented on the statistics in the report and expressed that he would like to see more comparisons to Englewood's peer cities. Mr. Fish added that he feels that the statistics regarding population were incorrect. Mr. Voboril agreed and after additional research found some of the numbers were not accurate. Mr. Fish noted that the statistics are stated throughout the document. Mr. Knoth cited a lack of large goals and felt that the recommendations were mostly small steps. Mr. Knoth commented on the lack of objectives for education while one of the goals is to attract employers who will require an educated work force. Mr. Voboril is aware of the lack of information about education.

 Mr. Freemire commented on the lack of information regarding city services including administration. He also expressed concern about the plan's assertion that it could be a twenty-year plan and in his experience a ten year plan is more common. It is his opinion that in order to differentiate the City from other cities with the same goals, an actionable plan needs to be in place to reach that goal.

 Discussion ensued regarding the processing and integration of comments into the plan. Mr. Flaherty advised the Commission that the Parks and Recreation Department is developing a master plan that will become an addendum to the Comprehensive Plan.

 Mr. Fish suggested that there are areas of the Plan that are in conflict that need to be examined. He encouraged staff to place the important items in the front of the document. Mr. Voboril asked Mr. Fish about his comments regarding the catalytic areas; Mr. Fish responded that it is the market that will drive improvement in these areas, not the City. The City can facilitate action and remove barriers to improvement. For strategy 2.1 and 2.2, Mr. Voboril asked for clarification on his comment regarding establishing neighborhood character. Mr. Fish stated that he would like to have that strategy eliminated. Mr. Flaherty informed the Commission that the consultants heard the comments from a neighborhood meeting and reported accordingly.

 Mr. Brick thanked Mr. Flaherty for his comments regarding internal city services and expressed that he agrees that it is important for the Comprehensive Plan to be in alignment with the goals of City administration and staff.


IV. PUBLIC FORUM

No members of the public were present at the meeting.


V. ATTORNEY'S CHOICE

Deputy City Attorney Comer did not have any comments for the Commission.


VI. STAFF'S CHOICE

Mr. Flaherty stated that the Commission will have materials coming to them soon regarding the sign code regulations. He outlined the history and timeline of the development of the new Comprehensive Plan. He asked the Commission to consider how much additional time they want to have for consideration of the Comprehensive Plan in light of their regular workload. He reminded the Commissioners that they will have a public hearing on November 17th and that there will be additional comments received on the plan after the hearing.

Mr. Bell informed the Commission that the decision on case 2015-003 4635 South Pearl Street Urban Lot Development is being appealed to City Council on November 16, 2015. The letters received from the three appellants will be forwarded to the Commissioners.



VII. COMMISSIONER'S CHOICE

Mr. Brick expressed that he has appreciation for the work that has gone into the Comprehensive Plan and is willing to continue working with staff.

Mr. Fish asked when the new City Council will be sworn in; Mr. Flaherty informed the Commission that they will be sworn in at the regular meeting November 16th.

Mr. Kinton agreed with previous comments that the Commission has not spent enough time examining the Comprehensive Plan.

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 #ZON2015-003,)
FINDINGS OF FACT, CONCLUSIONS)
AND RECOMMENDATIONS RELATING) FINDINGS OF FACT AND
TO THE SAND CREEK PLANNED UNIT) CONCLUSIONS OF THE
DEVELOPMENT SITE PLAN) CITY PLANNING AND
) ZONING COMMISSION
)
INITIATED BY:)
SW Development Group, LLC)
1616 17th Street, #362)
Denver, CO 80202)

Commission Members Present: Brick, Fish, Freemire, King, Kinton, Knoth

Commission Members Absent: Bleile, Townley, Madrid

This matter was heard before the City Planning and Zoning Commission on November 3, 2015 in the City Council Chambers of the Englewood Civic Center.

Testimony was received from staff. The Commission received notice of Public Hearing, the Staff Report, and a copy of the proposed Planned Unit Development (PUD) Site Plan which were incorporated into and made a part of the record of the Public Hearing.

After considering the statements of the witness 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 ZON2015-003 Sand Creek Planned Unit Development Site Plan was brought before the Planning and Zoning Commission on November 3, 2015.
2. THAT notice of the Public Hearing was published in the Englewood Herald on October 15, 2015, and was on the City of Englewood website from October 22, 2015 to November 3, 2015.
3. THAT the staff report was made part of the record.
4. THAT the Sand Creek PUD District plan was approved by the Planning and Zoning Commission on November 20, 2012, and approved by City Council on February 4,

2013 with the condition that the final PUD Site Plan receive approval from the Planning and Zoning Commission and City Council.

5. THAT the applicant conducted a neighborhood meeting on September 24, 2015.
6. THAT the applicant is proposing approval of 70 units at the south-east corner of the Sand Creek PUD.
7. THAT the final plans were reviewed by City of Englewood departments in August 2015, including Building, Engineering, Community Development and Fire and was found to meet or exceed all requirements in the Sand Creek PUD District Plan.
8. THAT the PUD Site Plan sets forth the zoning regulations under which the proposed development will occur.

CONCLUSIONS

1. THAT the proposed Sand Creek PUD Site Plan is in conformance with the District Plan previously approved by the Planning and Zoning Commission and City Council.
2. THAT the proposed development will be an improvement over the current use(s).
3. THAT the Sand Creek PUD Site Plan is consistent with adopted and generally accepted standards of development in the City of Englewood.
4. THAT the Sand Creek PUD Site Plan is in conformance with the Englewood Comprehensive Plan by providing a balanced mix of housing opportunities serving the needs of current and future Englewood Citizens.

DECISION

THEREFORE, it is the decision of the City Planning and Zoning Commission that Case #ZON2015-0-003 Sand Creek Planned Unit Development Site Plan should be referred to the City Council with a favorable recommendation.

This decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on November 3, 2015 by Knoth, seconded by King, which motion states:

To approve Case #ZON2015-003 Sand Creek Planned Unit Development Site Plan and forward to City Council with a favorable recommendation.

AYES: Brick, Freemire, King, Kinton, Knoth, Fish
NAYS: None
ABSTAIN: None
ABSENT: Bleile, Madrid, Townley

Motion carried.

These Findings and Conclusions are effective as of the meeting on November, 3, 2015.

BY ORDER OF THE CITY PLANNING & ZONING COMMISSION

Ron Fish, Chair

COUNCIL COMMUNICATION

Meeting Date: January 4, 2016	Agenda Item: 11ai	Subject: U.S. Department of Justice – Drug Enforcement Administration (DEA) – Task Force Agreement
Initiated By: Police Department	Staff Source: Commander Tim Englert	

PREVIOUS COUNCIL ACTION

City Council previously approved our participation in the Drug Enforcement Administration (DEA) Task Force approximately ten years ago.

RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a Bill for an Ordinance on first reading which will authorize the Chief of Police to sign an Intergovernmental Agreement (IGA) with the U.S. Department of Justice, Drug Enforcement Administration (DEA) to allow the Police Department to assign an investigator to the Denver Field Division for the purpose of investigating trafficking in narcotics and dangerous drugs in the Denver metropolitan area.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Over the past few years, the City of Englewood has seen a rise in drug use in our community, specifically methamphetamine and heroin. We have also noticed an increase in the number of people being arrested for other crimes (i.e. shoplifting) that are also in possession of dangerous drugs.

To combat this problem, we currently have two officers assigned to the Arapahoe County Impact Team for the specific purpose of addressing street-level drug trafficking. We feel that our efforts would be enhanced by reassigning one of these officers to the DEA Task Force which investigates drug trafficking on a larger scale in the Denver metro area.

FINANCIAL IMPACT

The Police Department will pay the salary and benefits for this position. No additional FTE will be needed since this will be done via an internal transfer of existing personnel.

Due to our participation, the Department will receive forfeiture proceeds on a case-by-case basis.

LIST OF ATTACHMENTS

Bill for an Ordinance
Cooperative State and Local Agreement

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2016

COUNCIL BILL NO. 1
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ENTITLED "COOPERATIVE STATE AND LOCAL AGREEMENT" BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION AND THE CITY OF ENGLEWOOD.

WHEREAS, there is a US Department of Justice – Drug Enforcement Administration (DEA) Task Force charged with investigating trafficking in narcotics and dangerous drugs in the Denver Metropolitan area; and

WHEREAS, in the past few years the City of Englewood has seen a rise in drug use in the community, specifically methamphetamine and heroin; and

WHEREAS, there has been an increase in the number of people being arrested for other crimes that are also in possession of dangerous drugs; and

WHEREAS, there is evidence that trafficking in narcotics and dangerous drugs exists in the Denver metropolitan area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of State of Colorado and the City of Englewood; and

WHEREAS, currently the City of Englewood has two officers assigned to the Arapahoe County Impact Team for the specific purpose of addressing street-level drug trafficking; and

WHEREAS, one of the officers currently on the Arapahoe County Impact Team will be reassigned to the DEA Task Force to investigate drug trafficking on a larger scale in the Denver metro area.

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

Section 1. The Intergovernmental Agreement between the U. S. Department of Justice, Drug Enforcement Administration (DEA) Task Force and the City of Englewood, attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

Section 2. The Chief of the Englewood Police Department is authorized to execute and attest said Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 4th day of January, 2016.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of January, 2016.

Published as a Bill for an Ordinance on the City's official website beginning on the 6th day of January, 2016 for thirty (30) days.

Joe Jefferson, 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 4th day of January, 2016.

Loucrishia A. Ellis

COOPERATIVE STATE AND LOCAL AGREEMENT

This agreement is made this 5th day of December, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Englewood Police Department (hereinafter "EPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Denver metropolitan area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Colorado, the parties hereto agree to the following:

1. The Cheyenne RO (position detailed to Enforcement Group 1) will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Cheyenne RO (position detailed to Enforcement Group 1)'s activities will result in effective prosecution before the courts of the United States and the State of Colorado.
2. To accomplish the objectives of the Cheyenne RO (position detailed to Enforcement Group 1), the EPD agrees to detail one (1) experienced officer(s) to the Cheyenne RO (position detailed to Enforcement Group 1) for a period of not less than two years. During this period of assignment, the EPD officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Cheyenne RO (position detailed to Enforcement Group 1).
3. The EPD officer(s) assigned to the Cheyenne RO (position detailed to Enforcement Group 1) shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Cheyenne RO (position detailed to Enforcement Group 1).
4. The EPD officer(s) assigned to the Cheyenne RO (position detailed to Enforcement Group 1) shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Cheyenne RO (position detailed to Enforcement Group 1), DEA will assign seven (7) Special Agents to the Cheyenne RO (position detailed to Enforcement Group 1). DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officer(s) assigned to the Cheyenne RO (position detailed to Enforcement Group 1). This support will include: office space, office supplies, travel funds,

funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. The EPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

7. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2016. This agreement may be terminated by either party on thirty days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by EPD during the term of this agreement.

For the Drug Enforcement Administration:

Barbra M. Roach
Special Agent in Charge

Date: _____

For the Englewood Police Department:

John Collins
Chief

Date: _____

COUNCIL COMMUNICATION

Date	Agenda Item	Subject
January 4, 2016	11ci	Resolution approving an agreement with the Englewood Cultural Arts Association, d.b.a, Englewood Arts for the management of Hampden Hall.
INITIATED BY City Manager's Office		STAFF SOURCE Michael Flaherty, Deputy City Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City entered into an agreement with Englewood Cultural Arts Center Association, d.b.a., Englewood Arts (E-Arts), for the use of Hampden Hall on October 17, 2005. The initial term of the agreement expires on February 29, 2016, however, the agreement provides for two additional five year options. E-Arts submitted a notice of intent to exercise the first five-year extension option of the agreement on August 25, 2015. At the same time, Eric Bertoluzzi, Executive Director, on behalf of the Board of Directors of E-Arts, submitted a request to enter into a new five year agreement in which E-Arts proposes to assume full responsibility for booking and managing Hampden Hall. Staff presented the proposal to City Council during the November 16, 2015 Study Session.

RECOMMENDED ACTION

Staff recommends approval of this Resolution.

BACKGROUND, ANALYSIS AND ALTERNATIVES IDENTIFIED

In 2015, the space has been booked for 76 events. Of that number, 27 were E-Arts events, 4 were MOA, and 2 were booked by Freedom Service Dogs, whose use of the Hall was paid for under Aid to Other Agencies. City uses, such as the Business Summit, HR training use, Library and Parks and Recreation programs, accounted for 24 uses, none of which were paid uses. The remaining 15 externally sponsored events were paid uses, including 5 that were multi-day uses. Revenue from paid events for 2015 is approximately \$6500.

Under the terms of the proposed agreement, E-Arts will assume responsibility for scheduling all rental uses of the space and E-Arts shall retain all rental fees. The City and the Museum of Outdoor Arts shall have use of the space at no charge. Each party shall provide for all applicable event related staffing for its use of the space, including all pre and post event set-up and break-down, equipment adjustment, ticketing, event attendants, sound and lighting technicians and post-event cleaning of the space,

FINANCIAL IMPACT

The Library, which currently manages the booking and oversight of Hampden Hall spends approximately 300 hours annually on management of the space. The annual cost of facility maintenance of Hampden Hall was approximately \$ 9700 in 2014 and \$7500 year-to-date 2015, including routine maintenance and event related costs. In the agreement is approved, all revenue and all cost of all non-City events come to E-Arts. While approval of the agreement

would result in the loss of \$3000-\$5000 in annual revenue, that loss would be offset by the time and expense currently provided by Public Works Facility Maintenance and would relieve the Library staff of its time spent on booking and management of the space.

LIST OF ATTACHMENTS

City Council Resolution
Hampden Hall Use/Management Agreement

RESOLUTION NO. _____
SERIES OF 2016

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN ENGLEWOOD CULTURAL ARTS CENTER ASSOCIATION (dba E-Arts), AND THE CITY OF ENGLEWOOD, COLORADO PERTAINING TO THE MANAGEMENT OF HAMPDEN HALL AT THE ENGLEWOOD CIVIC CENTER.

WHEREAS, on October 17, 2005 the City entered into an agreement with E-Arts for the use of Hampden Hall, to provide cultural and artistic programs; and

WHEREAS, the initial term of the agreement expires on February 29, 2016, E-Arts has requested to enter into a new five year agreement; and

WHEREAS, in 2015 there were a total of 76 events held at Hampden Hall, all of which were booked and managed by the Englewood Public Library; and

WHEREAS, the Englewood Public Library currently manages the booking and oversight of Hampden Hall spending 300 hours annually, and cost of approximately \$9,700.00 in routine maintenance and event related costs; and

WHEREAS, E-Arts proposes to assume the responsibility for scheduling all rental uses of Hampden Hall, including all routine maintenance and event related costs and in return will retain all rental fees; and

WHEREAS, the City would incur a loss of \$3,000 to \$5,000 in annual revenue, this loss would be offset by the time and expense currently provided by Public Works facility maintenance and Library staff time spent on booking and management; and

WHEREAS, the City and Museum of Outdoor Arts shall have use of Hampden Hall at no cost, with each party responsible for its event related staffing including pre and post event related activities;

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

Section 1. The agreement between the Englewood Cultural Arts Center Association (dba E-Arts) and the City of Englewood, Colorado pertaining to the management of Hampden Hall, attached hereto as Exhibit 1, is hereby accepted and approved by the Englewood City Council

Section 2. The Mayor and City Clerk are authorized to execute and attest said Use Agreement for and on behalf of the City of Englewood.

ADOPTED AND APPROVED this 4th day of January, 2016.

ATTEST:

Joe Jefferson, 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 2016.

Loucrishia A. Ellis, City Clerk

Hampden Hall Use/Management Agreement

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This USE/MANAGEMENT AGREEMENT (hereafter referred to in its entirety as "Agreement"), made and entered into this _____ day of _____, 2016, by and between the City of Englewood, a Colorado Municipal Corporation (hereafter referred to as "City"); the Englewood Cultural Arts Center Association, a Colorado not-for-profit corporation, doing business as Englewood Arts (hereafter referred to as E-Arts); and the Museum of Outdoor Arts (hereafter referred to as MOA).

RECITALS

The City developed, on the second floor of its Civic Center building, a Cultural Arts Space (hereafter referred to as "the Space"), as a cultural performance venue for community arts performances, as well as other events and meeting uses.

The CITY leases the Civic Center from the Englewood Environmental Foundation and has full authority and discretion for its use.

E-Arts is an Internal Revenue Code 501 (c) 3 organization engaged in developing and presenting cultural and artistic programs for Englewood and the surrounding communities.

It is the City's desire to maximize the use of the Space, thereby attracting increased numbers of visitors to Englewood and the Civic Center.

The City desires to enter into this Agreement with E-Arts to assist E-Arts in the conduct of its activities and operations in the Space and to clarify the rights and duties granted by the CITY and accepted by E-Arts.

The Museum of Outdoor Arts is aware of this agreement and agrees to its current priority use of the Space as defined in Section 4.3.

The City Council of the City of Englewood has resolved to enter into this Agreement in accordance with the following terms.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and the promises hereinafter contained, the parties agree as follows:

ARTICLE I TERM

1.1 Premises. The CITY does hereby permit the non-exclusive right to E-Arts to use the Space located in the Civic Center and named Hampden Hall, located at 1000 Englewood Parkway, Englewood, as shown on Exhibit A attached hereto and incorporated herein. The premises, known as the Space contains approximately 4,000 square feet.

1.1.2 Utilities. As lessee of the building, the CITY shall be responsible, at no cost to E-Arts, for the cost of utilities, such as heating, cooling and electricity for the Space

1.2 Term of Use. The Term of Use, which is the subject of this Agreement, shall commence upon the first day of January 2016, and shall expire on the final day of December 2020. In addition, a joint option to extend the Term of the Agreement for five (5) additional one (1) year periods shall be granted, subject to the following condition:

1.2.1 Written notice of E-Arts election to exercise an option term shall be given no later than twelve months prior to the expiration of the existing term. The CITY shall either accept or deny the extension within thirty (30) days of E-Arts written notice.

ARTICLE II FEES

2.1 In recognition of E-Arts' initial contribution of eighty-three thousand dollars (\$83,000) toward the construction of the Space, and in recognition of the successful efforts by E-Arts to create and present artistic programs attracting thousands of visitors to the Space during the past ten (10) years, the CITY shall not require E-Arts to pay fees for the right to manage the Space.

ARTICLE III FACILITY AND STORAGE SPACE

3.1 Facility Equipment. An initial complement of equipment (Attachment Exhibit B) for the Space has been provided by the CITY and shall be made available to E-Arts. An inventory of the Hampden Hall equipment and furnishings shall be conducted jointly by the City and E-Arts. The condition of the equipment and furnishings provided by the City shall be on a "where is, as is" basis. . The equipment available is to include production equipment, such as lighting fixtures, sound equipment, video projector, drop-down screen and audience related items, such as chairs and tables. Any additional equipment required beyond the standard compliment of equipment for particular events shall be provided by E-Arts, subject to approval by the CITY. The CITY shall grant favorable consideration to E-Arts for the installation of additional equipment, but it shall not be the responsibility of the CITY to pay for the equipment or its continued maintenance not included in Attachment A. The parties shall annually assess the compliment of equipment and determine if replacement or upgrades are required; funding of such equipment shall be determined by negotiation between the parties. Replacement or addition by the City of equipment or furnishings is subject to appropriation.

3.1.2 Storage Space. Subject to availability, the CITY shall make space available to E-Arts for the purpose of temporary storage. Only those spaces specifically designated by the CITY for use by E-Arts may be used on an on-going basis.

3.1.3 Space Scheduling. E-Arts shall create and maintain a Master Schedule for annual usage of the Space. The Master Schedule shall be developed on a timely basis in order to accommodate the annual event schedule of E-Arts, the CITY, MOA and other users. The up-to-date Master Schedule must be available to the City at all times in an electronic or print format.

3.1.4. Maintenance. The CITY, at its own expense, shall provide routine (non-event related) maintenance and cleaning of the facility, per current CITY standards for the Civic

Center. The repair of faulty electrical wiring, not the result of misuse by E-Arts, shall be included in routine maintenance. Also included in routine maintenance shall be the replacement of burned out light bulbs, with the exception of theatrical lighting. The CITY shall, subject to appropriation, make repairs to the standard equipment, when deemed necessary, in a timely manner, so as to avoid harm to E-Arts events.

3.1.5. Staffing. Each party to this Agreement shall have the sole responsibility for providing staffing for its uses of the Space, including all pre- and post-event chair placement, equipment adjustments, ticketing, event attendants, sound and lighting technicians and post event cleaning, including the public restrooms and rotunda. E-Arts may request assistance from City staff, but shall reimburse the City for any staffing costs so incurred.

3.2 Rental Uses and Fees. E-Arts shall be responsible for scheduling all rental uses of the Space and shall retain 100 per cent (100%) of the rental fees. Rental rates shall be established by E-Arts. The City nor MOA shall not be charged rental fees for its use of the Space, nor shall the City or MOA receive rental fees for any of its uses of the Space. All rental inquiries received by the CITY or MOA shall be directed to E-Arts.

3.2.1 Use Commitment. E-Arts shall commit to produce a minimum of thirty (30) uses each year. E-Arts shall make its best efforts to promote the use of the Space to other performing groups, arts organizations, businesses, organizations and individuals.

3.2.2 Rental Applications. E-Arts shall use the existing or any revised rental application (approved by the CITY) for all uses scheduled by E-Arts and shall provide copies of the completed applications to the CITY.

3.2.3 Food and Beverage Service. Subject to the availability of food and beverage service facilities in the Space, E-Arts shall be granted permission to serve food and beverages to its patrons during its events. E-Arts shall be responsible for obtaining any required health department permits and City and State sales tax licenses required for the sale of food and beverages. Addition of any temporary or permanent food and beverage service facilities shall be subject to the advance approval by the City.

3.2.4 Equipment Use. E-Arts shall engage experienced, skilled sound and/or lighting persons to operate the CITY-owned equipment in the Space.

3.2.5 Non-competitive Use. E-Arts agrees that its uses of the Space will not directly compete with programs offered by the City or the Museum of Outdoor Arts.

3.2.6 Civic Center Entrances. The CITY agrees to keep all Civic Center public entrance doors open during the times of E-Arts uses of the Space. E-Arts shall be responsible for notifying the City of event dates and times, or any cancellations or changes in event dates and times, at least 48 hours in advance of any event.

ARTICLE IV
SCHEDULING PRIORITY

4.1 City Priority. As lessee of the Space, the CITY has first priority for scheduling dates for the use of the Space for City or City sponsored functions

4.2 E-Arts Priority. The second priority for scheduling will be programs that are offered and/or presented by E-Arts or jointly by the CITY and E-Arts.

4.3 MOA Priority. MOA agrees to having third priority for the scheduling of it events in the Space and shall provide E-Arts with copies of the Use Applications for inclusion in the Master Schedule.

4.4 Requests for Event Date. The CITY may request a date for use of the Space based on an anticipated event, but for which an "Event Use Application" has not yet been completed. This shall be designated an "Event Hold." If E-Arts requests the same date and is prepared to enter into a formal "Event Use Application," the CITY must, within 48 hours, submit an "Event Use Application" or lose its priority for that date. E-Arts and the CITY shall mutually resolve disputes over dates.

ARTICLE V
SIGNAGE, PROMOTION AND NAMING RIGHTS

5.1 Signage. The CITY has provided appropriate signage on the south outside wall of the Civic Center and in various locations within the Civic Center to direct patrons to the Space.

5.2 Promotion. E-Arts will be responsible for providing, on a timely basis, information about its events for appropriate placement within the Civic Center and the City Center Englewood. In addition, as appropriate, the CITY may, subject to time and availability include E-Arts performance information on the City's website and *Citizen* Newsletter.

5.3 Naming Rights. The CITY and E-Arts may enter into discussions regarding potential revenue generation to fund capital and/or operating expenses of the Space in exchange for naming rights. Such discussions shall include consideration of the appropriateness, the level of contribution to be so honored and what portion of the Space should be defined as a naming opportunity. Final approval for naming rights shall remain solely with the City of Englewood.

ARTICLE VI
INSURANCE AND INDEMNITY

6.1 E-Arts Liability Insurance.

6.1.1 Public Liability. E-Arts shall, during the term of this Agreement, keep in full force and affect a policy of commercial general public liability insurance with personal injury and property damage limits in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy shall name the CITY and the Englewood Environmental

Foundation (EEF) as additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the CITY ten (10) days prior written notice. The insurance shall be with a company qualified to do business in Colorado, and a copy of the policy or evidence of insurance, in a form approved by the CITY, shall be delivered to the CITY within thirty (30) days of the execution of this Agreement.

6.1.2 Worker's Compensation. To the extent required by law, E-Arts shall procure and maintain worker's compensation coverage for its employees.

6.2 E-Arts Property Insurance. E-Arts agrees that it shall keep its furniture, fixtures, merchandise, equipment and all items it is obliged to maintain and repair under this agreement insured against loss or damage by fire and all risk endorsements. It is understood and agreed that E-Arts assumes all risk of damage to its own property arising from any cause whatsoever, including, but without limitation, loss by theft or otherwise.

6.3 E-Arts Indemnity. E-Arts shall indemnify and hold harmless the CITY and the Englewood Environmental Foundation harmless from and against any and all losses, claims and damages arising from E-Arts' use of the Space, or the conduct of its business or from any act or omission or activity, work or thing done, permitted or suffered by E-Arts in the Space, and shall further indemnify and hold the CITY harmless from and against any and all claims arising from any breach or default in the performance of any obligation of E-Arts to be performed under the terms of this Agreement, or arising from any act or negligence of E-Arts or any of its agents, contractors or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in connection therewith. The CITY shall not be liable for injury or damage, which may be sustained by the person, goods, wares, merchandise or property of E-Arts, its employees, invitees or customers, or any other person in the Space however caused.

6.4 E-Art Third Party Use. E-Arts shall be responsible for all third party use of the Space and shall require certifications of insurance from those third party users naming the CITY and EEF as additional insureds.

ARTICLE VII DEFAULT

7.1 Default by E-Art. Subject to the E-Arts' notice and cure rights set forth below, the CITY may terminate this Agreement upon default by E-Arts under this Agreement. Notice of default determination, which shall state the designated date of the default, shall be in writing, delivered by certified U. S. Mail, Return Receipt Requested, at least thirty (30) days prior to the designated date for default determination of this Agreement. E-Arts shall have ten (10) business days from receipt of a default determination notice to correct or commence such correction if such correction cannot be reasonably corrected within such ten (10) days. If so corrected, or commenced and corrected, within a reasonable time then this Agreement shall not terminate. Upon termination for default, E-Arts shall reimburse any and all charges due to the CITY for which it is entitled under this Agreement.

7.2 Annual Performance Review. The City shall, on an annual basis following the completion of the E-Arts season (on or about July 1) evaluate and assess the E-Art's

compliance with all contract terms and performance standards. Any deficiencies noted shall be subject to the default provision in 7.1.

7.3 Termination. In the event that the building in which the Space is located is sold or vacated prior to the termination of this Agreement, or any subsequent renewal period, the parties hereby acknowledge that this Agreement and the parties' duties under this Agreement shall terminate.

7.4 Notification of Termination. In the event that Hampden Hall is sold or the City requires E-Arts to vacate the premises prior to the termination of this agreement, or any subsequent renewal, the City shall provide E-Arts with written notice at least 360 days prior to the required vacation.

ARTICLE VII MISCELLANEOUS

8.1 Time of Essence. Time is of the essence.

8.2 Assignment. E-Arts shall not assign this agreement or any interest herein, without the prior written consent of the CITY, in its sole and subjective discretion.

8.3 Severability. The validity of a provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

8.4 Entire Agreement. This Agreement, along with any exhibits or attachments hereto, constitutes the entire agreement between the parties relative to the Space and Programming, and there are no oral agreements or representations between the parties with respect to the subject matter thereof. This Agreement supersedes and cancels all prior agreements and understandings with respect to the subject matter thereof. The Agreement may be modified only in writing, signed by the parties in interest at the time of modification.

8.5 Third- Party Beneficiary. Nothing herein shall be construed as giving rise to any rights or benefits to any third party. E-Arts and the CITY expressly disclaim any intent to create any third-party beneficiary status or rights in any person or entity not a party to this Agreement.

8.6 Binding Effect: Choice of Law. Subject to any provision hereof restricting assigning by E-Arts, this Agreement shall bind the parties, their successors and assigns. The laws of the State of Colorado shall govern this Agreement.

8.7 Authority. Each individual signing this Agreement on behalf of the respective parties represents and warrants that he/she is duly authorized to sign and deliver this Agreement on behalf of such party and that this Agreement is binding upon each party in accordance with its terms.

8.8 Notices. All notices, coordination, and other communication required or permitted by this Agreement shall be made to the following persons:

CITY OF ENGLEWOOD

Englewood Cultural Arts Center

Museum of Outdoor Arts

City Manager

Executive Director

Executive Director

City of Englewood

1000 Englewood Parkway

1000 Englewood Parkway

1000 Englewood Parkway

Englewood, CO 80110

Englewood, CO 80110

Englewood, CO 80110

8.9 Nondiscrimination. E-Arts shall make its services and programs available to all persons, regardless of race, color, age, creed, national origin, sex, or disability. IN WITNESS WHEREOF, the parties hereto have affixed their signatures to the Agreement the day and year first above written.

CITY OF ENGLEWOOD

By: _____

ATTEST:

By: _____

ENGLEWOOD CULTURAL ARTS CENTER ASSOCIATION

C. A. C. A.

Its: Executive Director

By: *g* _____

Its: President

COUNCIL COMMUNICATION

Meeting Date: January 4, 2016	Agenda Item: 11cii	Subject: Motion to Approve Safe Routes to School Infrastructure Applications
Initiated By: Community Development	Staff Source: John Voboril, Planner II	

PREVIOUS COUNCIL ACTION

Community Development presented four conceptual Safe Routes to School infrastructure projects to City Council at the December 7 City Council study session. A majority consensus decision was made to place the Safe Routes to School project grant applications on a regular City Council meeting agenda for approval by motion prior to the January 8 application deadline.

RECOMMENDED ACTION

Community Development recommends approval by motion directing staff to submit applications to the Colorado Department of Transportation (CDOT) for selected Safe Routes to School infrastructure projects.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Community Development staff is recommending submitting only the two Broadway Enhanced Safety Crossing projects to CDOT for the 2016 grant cycle. This decision was made based on additional conversations with CDOT officials, where concerns with local management capacity, and competition for limited funding were cited. CDOT officials advised City staff to submit the City's strongest projects for the 2016 grant cycle.

The two Broadway Enhanced Safety Crossings represent the City's strongest projects based on an analysis of the Safe Routes to School application and CDOT advisement. The application stresses the clear identification and explanation of a problem that poses a challenge to students traveling to school by bicycle and on foot. A strong case can be made for the Broadway Enhanced Safety Crossings due to the recent changes the school district made concerning the location for educating middle school students. In the past, the Englewood School District provided two junior high schools: Flood, located on the east side of Broadway, and Sinclair, located on the west side of Broadway. Both of these schools were closed in favor of consolidating middle school students at the modernized Englewood High School-Middle School campus. This new configuration now requires middle school students living west of Broadway to cross this heavily traveled Broadway arterial to reach the new middle school location. Broadway is by far the riskiest obstacle to bicycle and pedestrian travel from the southwest quarter

of the City to the new Middle School campus, due to volumes of around 30,000 vehicles per day, with speeds averaging close to 40 miles per hour.

Staff has also looked into past grant award projects. Safety enhancement projects at busy intersections have received considerable support and funding in past Safe Routes to School grant application cycles.

If the City is successful in winning funding for the Broadway Enhanced Safety Crossing projects, staff will be able to highlight these successes in future applications for the bicycle boulevard projects.

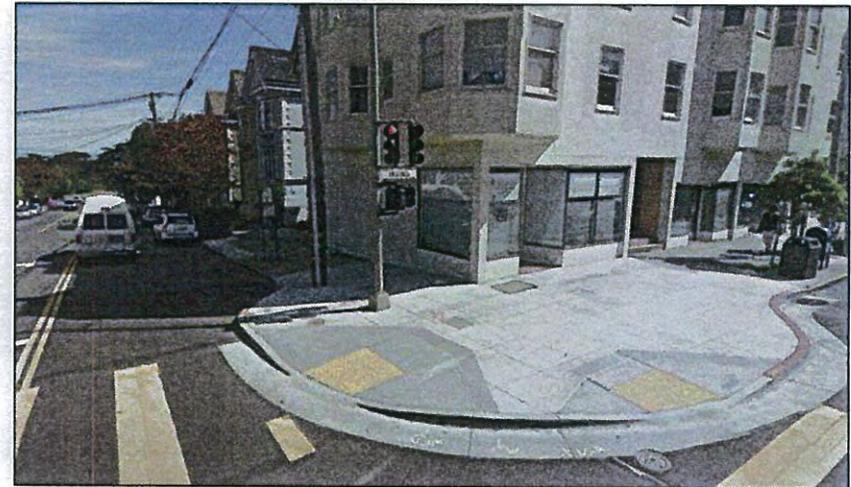
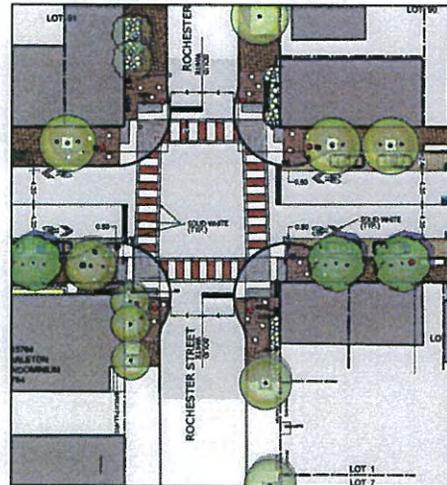
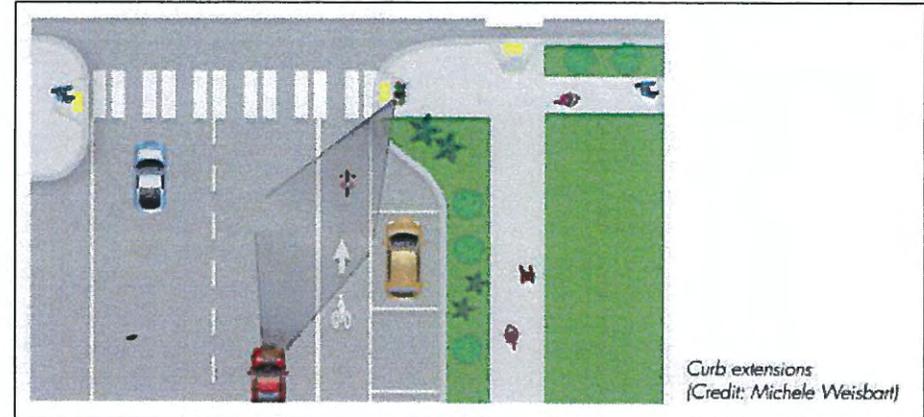
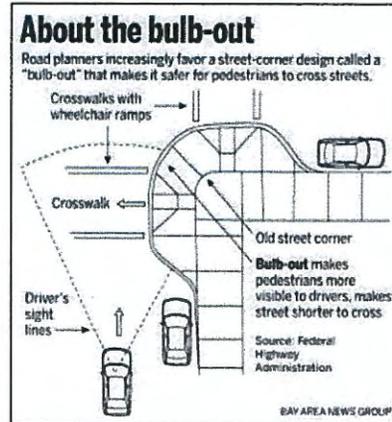
FINANCIAL IMPACT

If the City is successful in having the Broadway Enhanced Safety Crossing projects approved by the CDOT Safe Routes to School selection committee, the City will be required to put up a twenty percent project match. Staff developed preliminary estimates of \$175,000 each for the Broadway Enhanced Safety Crossing projects, based on internet research, resulting in a City match of \$35,000 for each project. Staff has enlisted the assistance of Chris Vogelsang of OV consultants to generate more precise cost estimates, and which will be ready to be disclosed to Council at the January 4 regular Council meeting.

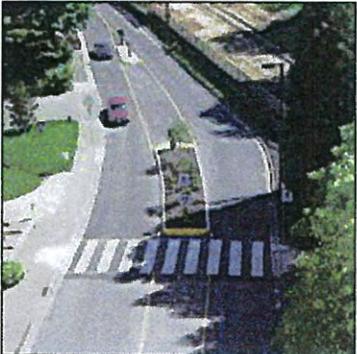
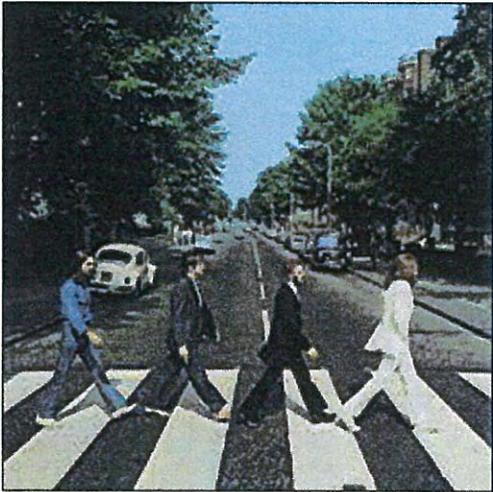
LIST OF ATTACHMENTS

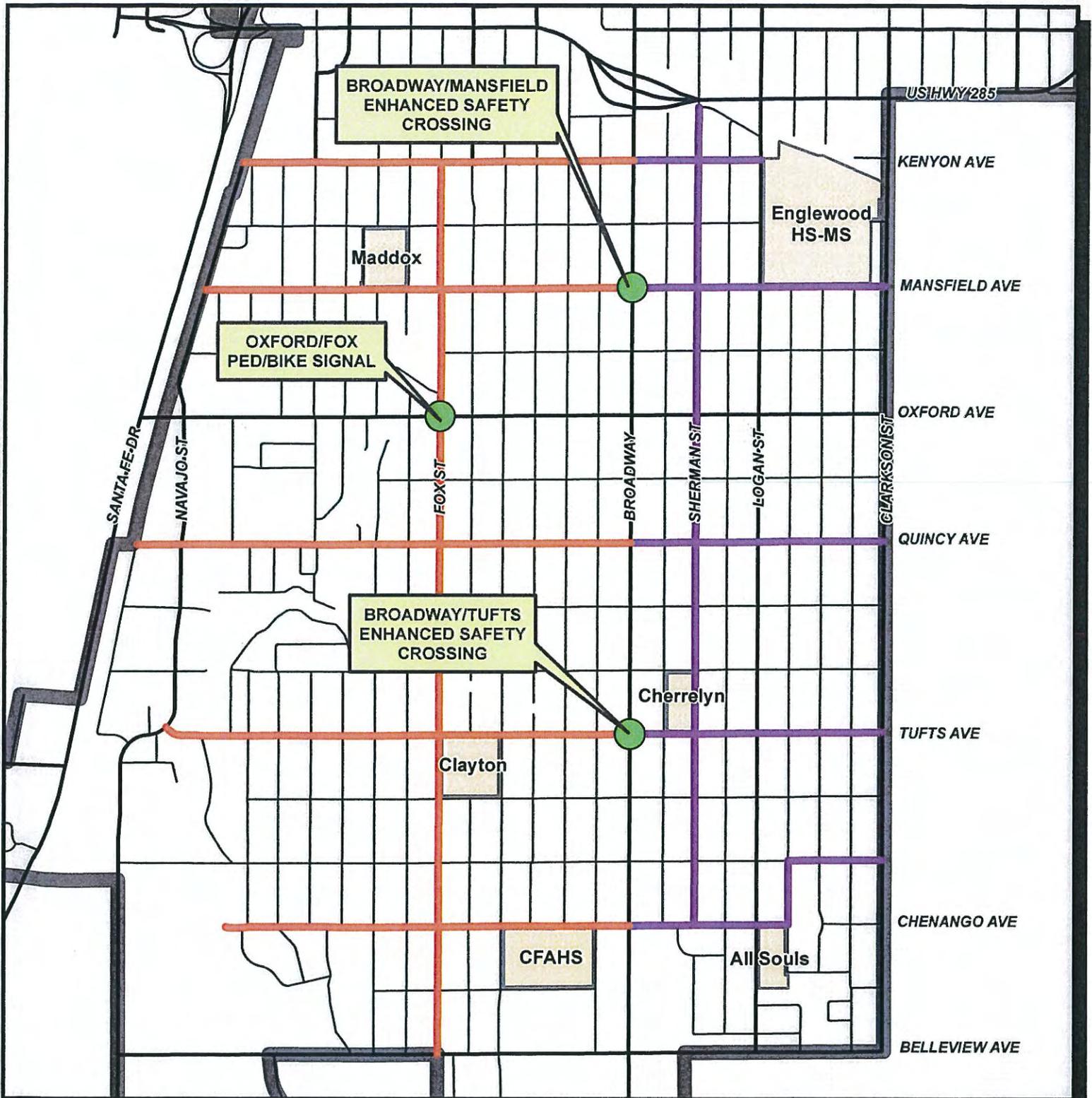
Potential Safe Routes to School Grant Pedestrian/Bicycle Project Applications Map
CDOT Safe Routes to School Infrastructure Examples Handout

Bulb Outs

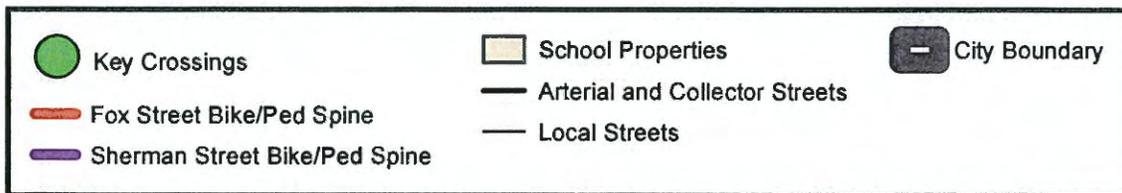


High Visibility Pedestrian Crossings





Potential Safe Routes to School Grant Pedestrian/Bicycle Project Applications - December, 2015



COUNCIL COMMUNICATION

Meeting Date: January 4, 2016	Agenda Item: 11ciii	Subject: Park & Recreation Master Plan and Pirates Cove Expansion Feasibility Study
Initiated By: Parks & Recreation	Staff Source: Dorothy Hargrove, Parks, Recreation and Library Director Dave Lee, Open Space Manager	

PREVIOUS COUNCIL ACTION

No Council action has been taken on this issue.

RECOMMENDED ACTION

Staff recommends that Council approve, by motion, a Professional Services Agreement with Logan Simpson for the Park and Recreation Master Plan and Pirates Cove Expansion Feasibility Study.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Parks and Recreation Department is in the process of hiring a firm to complete a new Parks and Recreation Master Plan and Pirates Cove Expansion Feasibility Study. The current 2006 Parks Master Plan is becoming outdated and does not include master planning information for recreation or address any of the needs for Pirates Cove. An updated master plan is required for submitting grant applications, prioritizing capital projects and determining new opportunities for funding.

Three firms responded during the request for proposal process. An interview committee comprised of staff from Parks and Recreation, Community Development, Finance and an Englewood resident made the recommendation to hire Logan Simpson to develop the master plan. Logan Simpson was hired based on the experience the firm had with producing parks and recreation master plans for other municipalities, the firm's involvement with Englewood Forward Comprehensive Plan and their overall familiarity with the City of Englewood.

The Logan Simpson master plan proposal was the middle cost proposal. However, staff was able to negotiate the cost of the Logan Simpson proposal down in price by \$7,202.

The Pirates Cove Expansion Feasibility Study is a top priority for staff and the firm. This portion of the project will be completed by early June 2016 to allow for capital budgeting purposes coming forward in 2017. The expected completion date for the remainder of the project is late fall of 2016.

FINANCIAL IMPACT

Funds for this project are budgeted for in the 2015 Conservation Trust Fund under the Pirates Cove Expansion Fund. The estimated cost to complete the master plan project is \$157,702.

LIST OF ATTACHMENTS

- Memorandums (4)
- Professional Services Agreement
- Scope of Services
- Fee Schedule
- Project Time Schedule

MEMORANDUM



TO: Eric Keck, City Manager
THROUGH: Dorothy Hargrove, Parks, Recreation & Library Director
FROM: Dave Lee, Open Space Manager
DATE: December 4, 2015
SUBJECT: Parks & Recreation Master Plan and Pirates Cove Expansion Feasibility Study

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MEMORANDUM



TO: Jana McKenzie, Logan Simpson

FROM: Dorothy Hargrove, Director of Parks, Recreation and Library

SUBJECT: Use of Subcontractors for the Parks & Recreation Master Plan and Pirates Cove Feasibility Study

DATE: December 14, 2015

We acknowledge that Logan Simpson will subcontract appropriate portions of the proposed Master Plan to Councilman-Hunsaker and to 100 Percent Solutions. We approve the use of these subcontractors with the understanding that Logan Simpson will provide a letter from the subcontractors acknowledging that they are subject to all terms and conditions of the proposed Professional Services Agreement.



Counsilman · Hunsaker

AQUATICS FOR LIFE

MEMORANDUM

TO: Jana McKenzie

FROM: George Deines, Counsilman-Hunsaker

DATE: December 11, 2015

RE: Professional Services Agreement #15/51 between the City of Englewood and Logan | Simpson

Counsilman-Hunsaker has reviewed and agrees to comply with paragraph 22 of the PSA, and provide all of the services for the Pirate's Cove Feasibility and Expansion Plan.

Competition Venues

Water Parks

Universities

Ark & Recreation

Resorts

Spas

Wellness

12

December 11, 2015



Jana D. McKenzie, Principal
Logan-Simpson

Fort Collins, CO 80524

Dear Jana:

110%, Inc. acknowledges the terms of PSA/15-51 that will be executed between the City of Englewood and Logan Simpson. As such we will prepare to submit a certificate of insurance referencing our comprehensive general liability and auto insurance coverages naming the City of Englewood as an additional insured.

Respectfully,

✓ Jamie S. Sabbach, M.S.
110%, Inc.

Boulder, CO 80308

SCOPE

The following scope is organized in three phases – Scouting, Playbook, and Win Strategies – and includes a detailed description the tasks.

PHASE 1 – SCOUTING

The first phase focuses on teambuilding, understanding the resources, and defining the needs that will result in success for the community. Prior to embarking on the tasks under this scope of work, the Logan Simpson team will meet with City staff to finalize a detailed work scope and provide a project work plan and schedule. We will define methods of communication, identify potential meeting locations and formats, create a list of stakeholders, refine the Public Involvement Plan (PIP), and identify key issues and desired outcomes of the plan in order to focus efforts. The work plan and schedule will be refined and finalized based on decisions made at the start-up meeting.

1.1 PUBLIC INVOLVEMENT

Following the start-up meeting, Logan Simpson will finalize a concise PIP outlining the timing and approach to the below methods. Engagement methods will apply lessons learned from our previous outreach in Englewood and in other communities. Specific techniques are described in this section, as well as in subsequent phases as they occur through the process.

1.1.1 Public Events. Prepare for and facilitate interactive two worksessions with the public at three points in the process (total 6 events) during the development of the plan. City staff will be responsible for meeting facilities, refreshments, and notifications.

1.1.2 Parks & Recreation Commission and City Council Presentations. We provide updates, listen to their priorities, and present the preliminary or draft plan at two of the regularly scheduled meetings for each group.

1.1.3 sMAP™. sMAP™ is an interactive social mapping tool that anyone with basic computer skills can use to document their opinions, concerns or ideas regarding specific sites or areas of the community (see <http://www.smapapp.com>). sMAP™ is a perfect tool for collecting information and understanding people's needs for the scale of Englewood. We envision employing this tool for approximately 3 months during the data collection phase, and could use the site to collect comments on a preliminary master plan map if desired.

1.1.4 Stakeholder and Neighborhood Liaison Interviews. As a community driven plan, we need to engage key individuals and groups to understand their perceptions on community services and initial priorities.

There are likely other stakeholders with city-wide interests, such as service providers, South Suburban Parks and Recreation District, sports groups, etc. The composition of neighborhood representatives, civic leaders, and park and recreation users interviewed – whether individually or as focus groups – will form a solid cross-representation of the Englewood community who can contribute valuable perspectives and insights about the community and Department so that future operational direction is built upon a solid foundation of collective stakeholder feedback.

Two days of interviews by one person are anticipated. Information gathering efforts during the meetings will include an emphasis on:

- Existing and anticipated community issues, need and interests including shifting demographics
- Key issues the Department and community are currently facing and are expected to face in the next three to five years

- Service (including facilities) delivery methods and quality – levels of service
- Operational resources
- Marketing and community engagement efforts
- Alternative providers/competitive analysis

The interviewees will be identified at the kick-off meeting, and the interviews will be conducted at a central location with hour slots allocated throughout the day, and into the evening if necessary. Staff will contact and coordinate with the interviewees on the time.

During this time, Councilman-Hunsaker will meet with staff, plus any designated community groups, local recreation providers, competitive swim groups, swim coaches, instructors, activity programmers, youth and seniors groups, and others if requested in order to ascertain existing levels of service and the perceived needs of various user groups in the community, as specifically related to aquatic activities in the community.

1.1.6 Citywide Survey.

Logan Simpson will work closely with City staff and stakeholders to craft survey questions in an objective and unbiased fashion. We will design the survey to gather all of the information needed to finalize the plan, priorities for the future (facilities, maintenance, and programming), Pirate's Cove feasibility questions, and willingness to pay for new services and facilities so that the results will be actionable. These questions will be supplemented with questions about specific, identified community issues, as deemed appropriate.

The survey be conducted via mail to attain a sample of 300, with an additional opportunity to take the survey online. While there is no magic number in sample size, 300 is a widely accepted best practice in community surveys (and even statewide polling) and is easily defensible as being representative of all areas of a city Englewood's size. Questions will be limited to those that can fit on a 3.5 page survey so that it does not take longer than 10 minutes to complete. Logan Simpson will print 2500 surveys, and the City of Englewood will provide the bulk mailing permit for mailing and the return of the surveys.

In order to get the best response rates possible, we would also anticipate that the City would assist with marketing and creating public awareness of the survey through media and other channels, such as local newspapers and websites. We will also allow people to respond electronically. We ask that Englewood place a link to the survey on its home page, Englewood Forward, Walk and Wheel, Next Steps, and Play webpages and publicize the link in all communications to people in the community.

We will tabulate results and develop a written report interpreting findings and making data available in a user-friendly format. The primary deliverable will be a section in the preliminary master plan report suitable to make recommendations on project prioritization and funding, and secondly affirm anticipated demand for future recreation amenities and facilities. The section would include detailed methodology, narrative interpretation of the results with emphasis placed on graphs and charts illustrating the major findings.

If desired, the appendices of the final master plan report would include verbatim comments from public meetings and Englewood Forward outreach, the statistical data tables with selected cross-tabulations, the verbatim comments in response to open-ended questions, a copy of the survey questionnaire, and any additional graphs or information.

1.2 PROGRESS REPORTING/MONTHLY STAFF MEETINGS

We will conduct periodic (at least monthly) telephone calls to coordinate efforts, discuss issues, and update on progress. We also plan to meet in person at least three times at key project milestones (in addition to other meetings listed under other tasks).

1.3. INVENTORY AND ANALYSIS OF EXISTING LEVEL OF SERVICE

Tour of existing system and staff worksession. We will participate in a 1/2-day tour of facilities followed by a 1/2 day worksession with department staff to identify goals, current issues, and discuss potential actions and projects that staff has identified. At this time we will discuss deferred maintenance, operational challenges, program participation, expansion/renovation needs, funding challenges, emerging trends, etc.

Parks and recreational facilities inventory and assessment. Information provided by the City will be formatted into charts for use in the master plan and for analysis of existing levels of service for parkland, golf course, recreation centers, and specific recreational facilities. School properties that contain play areas or fields should be included in this inventory to understand how they may be serving surrounding neighborhoods. Natural areas within and adjacent to parks will also be evaluated for the benefits they contribute to the system. Using information on specific properties that are contained in existing plans, and supplementing this with a description of new additions to the system, prepare a summary of existing conditions. Councilman-Hunsaker will focus on the Pirate's Cove Aquatic Center expansion. A detailed scope for Pirate's Cove follows this subtask as 1.4 and 2.3 and 3.2.

Bike/pedestrian accessibility to parks. Building on Englewood Forward's accessibility analysis and Walk & Wheel major barriers study, we will analyze individual park service areas. Rather than the traditional circle service radii that do not give a true representation of true walking and biking distances to destinations, we will analyze the convenience the equitable distribution of facilities, as well as needed trail, sidewalk, or bike lane connections that may improve access within a true service radius of underserved neighborhoods. We assume that city GIS data for sidewalks and streets is adequate for the route analysis, which would be a refinement of the analysis that was prepared for Englewood Forward, by identifying sidewalk gaps.

Demographic characteristics and changing trends. We will analyze existing Comprehensive Plan and census data, as well as the relevancy of DRCOG data to determine how future growth correlates to underserved areas and access priorities. The Comprehensive Plan proposes intensifying specific areas which will likely influence household incomes, ages, and residential densities. We will prepare a summary of these influences and how they may affect underserved areas and current and future demand for services.

Existing levels of service. The existing levels of service for parks and recreational facilities will be calculated for the City as a whole, as well as for subsectors of the community, based on the accessibility modeling above.

1.4. PIRATE'S COVE FEASIBILITY AND EXPANSION PLAN – NEEDS ANALYSIS AND SITE EVALUATION

Councilman-Hunsaker will participate in two public meetings: first to scope the various issues, and second to present and receive feedback on the proposed facility. This discussion will include images and/or video presentations with commentary on features of other aquatic centers similar to that being considered for this project, background information on historic and contemporary issues in the industry, and an open-forum question-and-answer session to discuss concerns and needs of those individuals and groups attending the meeting.

Councilman-Hunsaker will use the results of the interviews and public workshops to develop a needs profile specific to Pirate's Cove. A matrix of programming priorities will be developed and discussed to prioritize programming and facility features.

Councilman-Hunsaker will review the team's market area demographic information to appropriately evaluate the proposed facility and conduct further research on population, age distribution, income, weather analysis and economic considerations that could affect the project's viability. Councilman-Hunsaker will then review the existing Family Aquatic Center and identify those opportunities and constraints that may impact expansion of the facility. Review will include a general overview of the existing pool mechanical equipment and will identify those areas of the pool systems that may be

impacted by potential park improvements. They will analyze other area aquatic providers and review with the City the historic usage trends. Next, they will prepare and submit an outline of program options relating to the future growth of the existing aquatic center. Program options will provide opportunities to expand the current facility while improving the existing offerings in such a manner to increase user experiences. Master planning efforts will focus on maximizing recreation value, increasing attendance and understanding the future operational impacts as the facility becomes a regional destination aquatic center.

1.5 NRPA PRORAGIS FORMATTING AND DATA PREPARATION

We assume that City staff will upload the information to the Proragis system. Logan Simpson will review the data for accuracy. We will also draw upon this data base as appropriate for bench marking and community comparisons.

1.6 CITY PARKS AND RECREATION SERVICES PLAN INITIATION

The Parks and Recreation Master Plan and companion Strategic Action Plan can be a transformative experience for City staff. The purpose of this task is to enlist significant feedback from all who know the system, constituencies, and operations best (staff and board) and establish a baseline from which to ultimately build the two plans. This assessment of the current state and condition of the Department as well as those influences that affect Department operations is necessary in order to develop organizational priorities and the specific goals and actions necessary to drive operational budget and funding decisions.

110 Percent will help facilitate staff workshops during Phase 1 and 2 to develop a Strategic Action Plan. Phase 1 workshops will provide an overview of the strategic planning and educational model to better create organizational priorities, goals, actions, timelines, etc. in Phase 2.

Full Day Staff Workshop (#1). Ideally, all Department park and recreation staff (minimally, all full time staff as well as identified "key" part time/seasonal employees including maintenance) and Parks and Recreation Commission members (if appropriate) would be introduced to the Strategic Action Plan development process and an education on the merits of effective planning for today's public parks and recreation systems, but it also provides an opportunity for Department staff (and board) to:

- Become familiar with the purpose and intended outcomes of a strategic action planning effort and how it works;
- Engage in preliminary identification of the key issues the Department is currently facing via SWOT (strengths and weaknesses – internal influences; threats and opportunities – external influences) and PEST (political, environmental, societal and technological climates) Analyses;
- Discuss the effectiveness of current operational practices; and
- Re-engineer or re-visit Department values and mission (purpose)

Staff Focus Groups. The full day workshop will be followed by staff focus groups representing work units/areas at all levels of the organization to provide a more in-depth understanding of the challenges and opportunities facing the Department, as well as individual opinions and perspectives about where the Department should be headed. Additionally, they give staff an opportunity to be involved in the process in a deeper way, thereby increasing their investment, interest, and "buy-in."

1.7 NEEDS ASSESSMENT SUMMARY

After receiving input from all of the stakeholders and reviewing the planning documents, we will prepare a summary report of needs and desires. The chapter will consider demographic trends identified through other efforts, e.g. the Englewood Forward "Play" snapshot and PlayEnglewood, include a rank and prioritization of needs, gap analysis between recognized standards and current inventory, and a gap analysis between recognized community desires and current inventory, and any

unmet expectations on quality of facilities and programs. The potential for updates to Pirate's Cove, the Recreation Center, and Senior Center will be topics of particular interest.

PHASE 1 DELIVERABLES:

- Public Involvement Plan
- Monthly Progress Reports
- Parks and Recreation Inventory (tables and maps)
- Park Service Area Route Analysis and Level of Service Analysis (tables and maps)
- sMAP™ website
- Citywide survey report
- Needs Assessment Summary for both the Master Plan and Pirate's Cove Feasibility and Expansion Plan

PHASE 2 – PLAYBOOK

2.1 UPDATE OF PARK AND DEVELOPMENT STANDARDS

This task involves arraying changes in existing adopted policies, standards, service levels, and their cost and operational impact on the provision of facilities and park lands. For example, Englewood may want to develop specific classification standards for urban infill (pocket) parks or alleyways into its system for areas of high density residential and commercial development. We will prepare an update to the existing park, trail and open space standards.

2.2 PRELIMINARY PROJECTS AND RENEWAL PLAN

Working with staff, we will identify potential projects, their associated capital and maintenance costs, and programs that may be considered for addition or deletion from the suite of offerings that the City currently provides. This list, along with the summary of service gaps and choices regarding changes to city standards, will be used in worksessions to identify preferred actions to update the asset inventory. We will prepare plans, tables and text that summarize draft recommendations regarding: goals, objectives and policies; classifications and level of service standards; parks, cultural facilities, recreation facilities and community centers; recreation programs; streetscapes and visual open space; department organization and operations; maintenance and design standards; financial options.

2.3 PIRATE'S COVE FEASIBILITY AND EXPANSION PLAN – CONCEPTUAL PLANNING

Based on the agreed upon program options, Councilman-Hunsaker will prepare site planning concepts relating to short-term improvements (1 to 3 years), mid-term improvements (4 to 7 years) and long-term improvements (8 to 10 years).

Each site plan will identify specific water amenity additions or pool modifications, and will illustrate ways to organize the site in a functional arrangement and to identify impacts beyond the existing facility footprint.

Councilman-Hunsaker will present master planning options to the Parks and Recreation Commission for review and confirmation. Master planning options will be presented in the form of overhead colored renderings for each phase of the proposed master plan. A public meeting may or may not be held as a part of this visit.

Following the meeting, Councilman-Hunsaker will make revisions to the site plans plan, if necessary, and will prepare an Opinion of Probable Project Cost for each phase of the Master Plan options. Recent project bid figures of similar projects will be used as well as national estimating guides and local cost adjustment factors. The hard *construction cost* figures will be supplemented by a development cost factor, which will include such "soft" costs as professional fees, survey, geotechnical report, document reproduction, advertisement for bids and all anticipated expenses related to the

administration of the project. The sum of these two cost figures will be the *total project cost* so that the City will have a comprehensive overview before making an informed decision about the project.

2.4 SDSCORECARD © PROCESS

The SDscorecard© allows agencies to analyze all services based upon their real costs, market position and the opportunities that exist, and the competitive landscape. Critical by-products of the analysis are the identification of the true cost to provide each service to the organization and current cost recovery levels (accounting for all costs of doing business) that ultimately inform a series of financial management strategies and policy development.

Completion of SDscorecard© process will result in comprehensive financial management strategies including:

- Current cost recovery/subsidy allocation levels by individual service
- A useful Cost Recovery Model based upon real-time data and actual performance levels rather than arbitrary benchmarks, and
- Financial management strategies and policies that will position the agency to immediately address short term financial challenges as well as long term financial interests such as investing in infrastructure (e.g., retained earnings policy).

SDscorecard© Kick-off Meeting. With identified Department representatives, a thorough review of the process will take place at this meeting including the formalization of timeline and details. This will include: review of the proposed process; timeline; and review of information and data requested of the Department.

SDscorecard© Staff Workshop #2 – An Introduction. This introductory workshop will provide a comprehensive overview of the SDscorecard© including the following.

- Explanation and detailed description of the SDscorecard© including what it is, how it works, and intended results.
- Staff will create the Department Service Categories (i.e., Non-competitive Activities versus Intro to Gymnastics). [NOTE: The benefits to this approach are two-fold. First, it is inefficient for an agency to determine cost recovery levels by each individual service, and second and most importantly, categorizing by "type of service" or "likeness of service" discourages attempts to determine fees and charges (and therefore) cost recovery decisions based upon special interests or individual values.]
- A comprehensive review of the PASS™ cost accounting tool and how its use leads to a thorough evaluation of existing cost of service provision and equitable fees and charges, and how results can be used to make informed financial decisions moving forward. This also includes an introduction of the data and information needed to begin to "build" PASS™.
- A review of staff's roles and responsibilities moving forward.

Financial Information & Data Collection. This phase of the process consists of data and information collection specific to the PASS™ Build. The Department will receive a comprehensive and detailed *Financial Data and Information Request* document to guide the collection process.

"Cost of Doing Business" Analysis - PASS™ Build. Once all required data and information has been compiled and submitted, the PASS™ Build can begin and will take place on-site to ensure that there is clarity around the Department's financial system, and to gather further relevant information and data as needed.

SDscorecard© Workshop #3 – Continued. As a result of all work to date, another opportunity to meet with staff will provide the following.

- Department staff will receive a review of reports resulting from the PASS™ Build and how the data and information can be used to assist in the analysis of all park and recreation services (specifically, how the data will inform the

assessment of each service's financial condition and viability, and ultimately, how the data will direct the Department in its efforts to develop appropriate and equitable fees and charges, and realistic cost recovery goals).

- Staff will receive a refresher of the SDscorecard® in order to gain a deeper understanding of what "homework" they will need to complete for the next phase of the process.
- A comprehensive review and analysis of current cost recovery levels (based upon existing agency data and the PASS™ Build) will provide baselines for the development of realistic and achievable two-three year cost recovery goals for each Service Category and ultimately, a Cost Recovery Model.
- Staff will begin the development of the Department's Cost Recovery Model.

We propose sharing the SDscorecard® results up to this point with the public through public events to enlist public opinion concerning the "public good" or "private good" of services. Doing so would help incorporate a comprehensive review of stakeholder perspectives.

Service Information & Data Collection. Staff will be encouraged to utilize various resources as they gather relevant data and information in preparation of completing SDscorecards® for each of their services. Staff will receive a *Service Data and Information Request* document to guide their efforts. Recommended resources include, but are not limited to the following.

- Service need and goals
- Service evaluation and survey reports
- Registration data - past 3-5 years
- Current target markets
- Demographic information and data
- Known competitors

2.5 PRELIMINARY STRATEGIC ACTION PLAN

The strategic action planning effort of the master plan is oriented towards meaningfully revisiting and improving organizational performance around a refreshed Department purpose via full day workshops. During the Game Plan phase we will refine an approach to meet the Department's aspirations, and .

Developing the Strategic Action Plan -- Staff Worksessions #4 and #5. As a result of all work completed, Department staff will begin to develop an informed strategy for maximum benefit. The Strategic Action Plan will be fully operationalized, going beyond simple strategies and broad based goals by defining Department actions and other criteria required to fully implement strategy and measure progress including:

- Identified organizational priorities
- Goals
- Action statements
- Timelines
- Accountability leads/teams
- Metrics/measurements tied to action accomplishment and success
- Department staff will participate in two, full day work sessions following the framework below.
- Review of recurring themes resulting from staff (and board) feedback, community feedback (if chosen), and information and data analysis and evaluation
- Clarifying organizational values and mission (purpose)
- Review of environmental scan (SWOT, PEST, trends, market, financial analyses, etc.)
- Strategic Action Plan development - identifying organizational priorities, goals, measurable actions, leads, etc.
- Strategic Action Plan implementation -- strategy discussion

- Strategic Action Plan evaluation and assessment - Identifying success criteria and indicators

PHASE 2 DELIVERABLES:

- Updated Park and Development Standards
 - Pirate's Cove Feasibility and Expansion Plan – Conceptual Plan
 - SDscorecard® cost recovery/subsidy allocation levels, Cost Recovery Model, and financial management strategies and policies
 - Preliminary projects and renewal plan (map, tables and text)
 - Preliminary Strategic Action Plan chapter

PHASE 3 – WIN STRATEGY

Phase 3 incorporates the recommendations and actions into a highly graphic and succinct document that contains information from all of the previous tasks, and will have the look and feel of an additional chapter of the city's Englewood Forward Comprehensive Plan. An action plan and implementation section will be included, which will outline specific projects, actions, costs, responsibilities and timeframes, as well as potential funding tools and partnerships. During this phase we will conduct public feedback sessions, respond to comments on the draft and refine the recommendations for both project and implementation actions.

3.1 PARKS AND RECREATION MASTER PLAN – PUBLIC DRAFT

The public draft of the master plan report will include a summary of existing conditions, inventories and level of service analysis, a master plan map, table of project priorities, a financial plan, and a Strategic Action Plan to provide a clear vision and road map for the department's future.

The SDscorecard® financial analysis will include an updated assessment of parks and recreation participation rates, revenue options and suggest alternative financial strategies for consideration by the City to achieve cost recovery and level of service goals. The future needs of the department, as they relate to the Master Plan, will be defined in work sessions with the technical team and Task Force. To the extent possible, staffing levels to operate, program, and maintain the Citywide system will also be defined. Recommendations will include how to establish the most effective organizational structure for overseeing the City's park system, as well as estimating operational budgets that will be required to support the acquisition and management of that system.

The Strategic Action Plan, or portions thereof, developed in Phase 2 will be reflected in the Public Draft.

Logan Simpson will deliver a public draft proof (for City review) and a public draft for distribution, then assist City staff in preparing exhibits for the open houses and facilitating the events. We will attend a meeting with Parks & Recreation Commission and City Council to receive comments on the public draft master plan. Draft documents will be provided in digital format.

3.2 PIRATE'S COVE FEASIBILITY AND EXPANSION PLAN – PUBLIC DRAFT

Councilman-Hunsaker will proceed to produce a final PowerPoint presentation and report. A final in-person presentation will be made to the Parks and Recreation Commission or City Council for any final comments prior to finalizing the report document. Following the in person meeting, a web meeting will be held with staff to finalize any revisions to the plan. The presentation and report shall then be finalized to include the conceptual plan, opinion of probable project costs, and phasing of all items of work including:

- Physical aspects of the aquatic center, including attractions mix, support facilities, site characteristics, ingress/egress, accessibility, visibility and surrounding land uses.
- Operational data including records of attendance levels and trends, visitor mix, per capita expenditures, revenue, operating expenses, net operating income and net income after capital costs.
- A review of marketing strategies, pricing policies and sponsorship efforts.
- An analysis of market penetration, based on comments from the Client staff and attendance data combined with the Consultant's demographic bank information.
- A review of local weather patterns during the park's effective operating season.
- A review of local school year schedules.
- A review of competing aquatic facilities in the area.
- A review of other similar public water parks with similar attendance projections.
- The compilation of demographic trends in market area, including population levels and trends, incomes, age distribution and ethnic composition.
- Projections of attendance potential over each phase of the Master Plan recommendations.
- Projections of design level attendance figures and required capacity requirements.
- Projections of financial performance over each expansion phase - assuming the park is expanded to accommodate projected growth potential. Financial proforma will be completed only for those options approved by the Owner as part of each independent phase of the master plan.

The Feasibility and Expansion Plan will be distributed in tandem with the Master Plan for public comment.

3.3 FINAL PARKS AND RECREATION MASTER PLAN AND OUTDOOR AQUATIC FACILITY FEASIBILITY AND EXPANSION PLAN

Public comments will be consolidated by staff and shared with the Parks and Recreation Commission. We will meet with staff to define revisions to the plan and incorporate them into the final document, in a transparent way that grants the Commission and City Council confidence that public concerns are addressed. Following public comment, Councilman-Hunsaker will make a final presentation to one committee outlining the methods and results of the study. Having attended meetings and answered questions from the Parks and Recreation Commission and City Council during (or immediately after) the public comment period, we anticipate that staff will present the final plan for adoption. Logan Simpson and Councilman-Hunsaker will update the PowerPoint presentations previously provided. We assume that the final document will be provided in Adobe PDF format, and can provide printed documents if defined in contract negotiations.

PHASE 3 DELIVERABLES:

- Public Draft of the Parks and Recreation Master Plan and Pirate's Cove Feasibility and Expansion Plan
- Final Parks and Recreation Master Plan and Pirate's Cove Feasibility and Expansion Plan
- Scorecard™ software and files
- GIS data layers and digital files of all products in PDF format
- Presentation materials to support the adoption process

Englewood Parks and Recreation Plan

November 18, 2015

	Labor	Totals Exp	Total
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PHASE 1 – Scouting

1.1 Public Involvement (14 meetings/events)	\$14,072	\$500	\$14,572
Public events (2 at 3 times in the process = total 6)	\$525	\$0	\$525
City Council and Parks and Recreation Commission updates and draft plan (2 each)	\$525	\$0	\$525
sMAP social mapping tool	\$0	\$3,200	\$3,200
Stakeholder Interviews and neighborhood liaisons interviews (2 days)	\$2,435	\$15	\$2,450
Citywide survey	\$2,356	\$10,000	\$12,356
1.2 Progress Reporting/Monthly Staff Coordination	\$5,301	\$0	\$5,301
1.3 Inventory and Analysis of Existing Level of Service	\$0	\$0	\$0
Kick off Meeting and 1/2 day site tour (staff mtg #1)	\$1,308	\$0	\$1,308
Inventory data and level of service analysis	\$2,240	\$0	\$2,240
Park accessibility analysis (data from comp plan - add residential land use and minor reformatting)	\$1,167	\$0	\$1,167
Demographic characteristics of neighborhoods	\$1,471	\$0	\$1,471
1.4 Pirate's Cove Feasibility And Expansion Plan – Needs Analysis And Site Evaluation	\$10,714	\$0	\$10,714
1.5 NRPA Proragis Formatting And Data Preparation (by staff)	\$0	\$0	\$0
1.6 City Parks and Recreation Services Plan Initiation	\$7,386	\$200	\$7,586
1.7 Initial Needs Assessment Summary	\$4,388	\$200	\$4,588
Subtotal	\$53,888	\$14,115	\$68,003

PHASE 2 – Play Book

2.1 Update of Park and Development Standards (draft new park/leisure space type descriptions)	\$1,016	\$0	\$1,016
2.2 Preliminary Projects and Renewal Plan (list of potential projects and costs, and more detailed concepts for 2 areas)	\$5,696	\$0	\$5,696
2.3 Pirate's Cove Feasibility and Expansion Plan – Conceptual Planning	\$11,856	\$0	\$11,856
2.4 SDscorecard© Process (programs and services, financial plan)	\$31,866	\$0	\$31,866
PASStm Financial Data Collection and Analysis	\$0	\$0	\$0
SDscorecard, 5 hour workshop (#2)	\$0	\$0	\$0
Service Data and Information Request - continue Scorecard evaluations	\$0	\$0	\$0
Staff worksessions/workshop (#3)	\$0	\$0	\$0
Cost Recovery Model	\$0	\$0	\$0
2.5 Preliminary Strategic Action Plan	\$8,850	\$200	\$9,050
Two staff workshop 1/2 days (#4 and #5)	\$0	\$0	\$0
Subtotal	\$59,284	\$200	\$59,484

PHASE 3 - Game Plan

3.1 Parks and Recreation Master Plan - Public Draft	\$14,191	\$200	\$14,391
3.2 Pirate's Cove Feasibility and Expansion Plan – Public Draft	\$8,710	\$0	\$8,710
3.3 Final Parks and Recreation Master Plan	\$7,064	\$50	\$7,114
Adoption Meetings (by staff)	\$0	\$0	\$0
Subtotal	\$29,965	\$250	\$30,215
Total	\$143,137	\$14,565	\$157,702

Englewood Parks and Recreation Plan Schedule

November 18 2015

PHASE 1 - Scouting

	2016											
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1.1 Public Involvement (14 meetings/events)												
Public events (2 at 3 times in the process = total 6)				★		★		★				
City Council and Parks and Recreation Commission updates and draft plan (2 each)				▲	●			▲	●			
sMAP social mapping tool												
Stakeholder Interviews and neighborhood liaisons interviews (2 days)		■	■	■	■	■	■	■	■	■	■	■
Citywide survey	■	■	■	■	■	■	■	■	■	■	■	■
1.2 Progress Reporting/Monthly Staff Coordination												
1.3 Inventory and Analysis of Existing Level of Service	★	■	■	■	■	■	■	■	■	■	■	■
Kick off Meeting and 1/2 day site tour (staff mtg #1)	★											
Inventory data and level of service analysis	■	■	■	■	■	■	■	■	■	■	■	■
Park accessibility analysis (data from comp plan - add residential land use and minor reformatting)	■	■	■	■	■	■	■	■	■	■	■	■
Demographic characteristics of neighborhoods	■	■	■	■	■	■	■	■	■	■	■	■
1.4 Pirate's Cove Feasibility And Expansion Plan - Needs Analysis And Site Evaluation	■	■	■	■	■	■	■	■	■	■	■	■
1.5 NRPA Proragis Formatting And Data Preparation (by staff)						■	■					
1.6 City Parks and Recreation Services Plan Initiation				★								
1.7 Initial Needs Assessment Summary					■	■						
Subtotal												

PHASE 2 - Play Book

2.1 Update of Park and Development Standards (draft new park/leisure space type descriptions)												
2.2 Preliminary Projects and Renewal Plan (list of potential projects and costs, and more detailed concepts for 2 areas)												
2.3 Pirate's Cove Feasibility and Expansion Plan - Conceptual Planning												
2.4 SDscorecard® Process (programs and services, financial plan)												
PASStm Financial Data Collection and Analysis												
SDscorecard, 5 hour workshop (#2)				★								
Service Data and Information Request - continue Scorecard evaluations												
Staff worksessions/workshop (#3)					★							
Cost Recovery Model												
2.5 Preliminary Strategic Action Plan												
Two staff workshop 1/2 days (#4 and #5)							★	★				
Subtotal												

PHASE 3 - Game Plan

3.1 Parks and Recreation Master Plan - Public Draft												
3.2 Pirate's Cove Feasibility and Expansion Plan - Public Draft												
3.3 Final Parks and Recreation Master Plan Adoption Meetings (by staff)												
Subtotal												
Total												



Public Events



Staff Meeting / Workshop



Staff Progress Meetings



Parks and Recreation Commission



City Council

PROFESSIONAL SERVICES AGREEMENT

Contract Number PSA/15-51 \$157,702.00

Englewood Parks and Recreation Master Plan and Outdoor Aquatic Feasibility and Expansion Plan

This Professional Services Agreement (the "Agreement") is made as of this ____ day of _____, 2015, (the "Effective Date") by and between Logan|Simpson, an Arizona corporation ("Consultant"), and The City of Englewood, Colorado, a municipal corporation organized under the laws of the State of Colorado ("City").

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

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

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

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

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

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

3. Performance of Services.

(a) **Performance.** Consultant shall perform the Services necessary to complete all projects outlined in a Statement of Work in a timely and professional manner consistent with the specifications, if any, set forth in the Statement of Work, and in accordance with industry standards.

Consultant agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents in completing the projects outlined in a Statement of Work.

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

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

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

5. Taxes. City is not subject to taxation. No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices. City shall not be obligated to pay or reimburse Consultant for any taxes attributable to the sale of any Services which are imposed on or measured by net or gross income, capital, net worth, franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by Consultant. Upon written notification by City and subsequent verification by Consultant, Consultant shall reimburse or credit, as applicable, City in a timely manner, for any and all taxes erroneously paid by City. City shall provide Consultant with, and Consultant shall accept in good faith, resale, direct pay, or other exemption certificates, as applicable.

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

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

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

(a) Convenience. City may, without cause and without penalty, terminate the provision of Services under any or all Statements of Work upon thirty (30) days prior written notice. Upon such termination, City shall, upon receipt of an invoice from Consultant, pay Consultant for Services

actually rendered prior to the effective date of such termination. Charges will be based on time expended for all incomplete tasks as listed in the applicable Statement of Work, and all completed tasks will be charged as indicated in the applicable Statement of Work.

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

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

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

(e) TABOR. The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment obligations of City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next succeeding December 31. Financial obligations of City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

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

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

10. Staff. Consultant is an independent consultant and neither Consultant nor Consultant's staff is, or shall be deemed to be employed by City. City is hereby contracting with Consultant for the Services described in a Statement of Work and Consultant reserves the right to determine the

method, manner and means by which the Services will be performed. The Services shall be performed by Consultant or Consultant's staff, and City shall not be required to hire, supervise or pay any assistants to help Consultant perform the Services under this Agreement. Except to the extent that Consultant's work must be performed on or with City's computers or City's existing software, all materials used in providing the Services shall be provided by Consultant.

11. Confidential Information.

(a) **Obligations.** Each party hereto may receive from the other party information which relates to the other party's business, research, development, trade secrets or business affairs ("Confidential Information"). Subject to the provisions and exceptions set forth in the Colorado Open Records Act, CRS Section 24-72-101 et. seq., each party shall protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, each party hereto agrees not to disclose or permit any other person or entity access to the other party's Confidential Information except such disclosure or access shall be permitted to an employee, agent, representative or independent consultant of such party requiring access to the same in order to perform his or her employment or services. Each party shall insure that their employees, agents, representatives, and independent consultants are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 11. Further, each party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other party. A party hereto shall undertake to immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict either party with respect to information or data identical or similar to that contained in the Confidential Information of the other party but which (1) that party rightfully possessed before it received such information from the other as evidenced by written documentation; (2) subsequently becomes publicly available through no fault of that party; (3) is subsequently furnished rightfully to that party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

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

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

12. Project Managers. Each party shall designate one of its employees to be its Project Manager under each Statement of Work, who shall act for that party on all matters under the Statement of Work. Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers for each Statement of Work shall meet as often as either one requests to review the status of the Statement of Work.

13. Warranties.

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

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

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

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

14. Indemnification.

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

(b) Infringement. Consultant will indemnify, defend, and hold City harmless from all Indemnifiable Losses arising from any third party claims that any Work Product or methodology supplied by Consultant infringes or misappropriates any Intellectual Property rights of any third party; provided, however, that the foregoing indemnification obligation shall not apply to any alleged infringement or misappropriation based on: (1) use of the Work Product in combination with products or services not provided by Consultant to the extent that such infringement or misappropriation would have been avoided if such other products or services had not been used; (2) any modification or enhancement to the Work Product made by City or anyone other than Consultant or its sub-consultants; or (3) use of the Work Product other than as permitted under this Agreement.

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

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

15. Insurance.

(a) Requirements. Consultant agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance during the term of this Agreement:

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

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

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

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

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

(c) Certificates. Consultant shall provide City with certificates of insurance evidencing compliance with this Section 15 (including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Certificates of insurance will list the City of Englewood as an additional insured. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially change the insurance afforded under the above policies unless thirty (30) days' notice of such cancellation, reduction or material change has been provided to City.

16. Rights in Work Product.

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

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

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

18. Complete Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein.

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

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

- 21. Additional Work.** After receipt of a Statement of Work, City, with Consultant's consent, may request Consultant to undertake additional work with respect to such Statement of Work. In such event, City and Consultant shall execute an addendum to the Statement of Work specifying such additional work and the compensation to be paid to Consultant for such additional work.
- 22. Sub-consultants.** Consultant may not subcontract any of the Services to be provided hereunder without the prior written consent of City. In the event of any permitted subcontracting, the agreement with such third party shall provide that, with respect to the subcontracted work, such sub-consultant shall be subject to all of the obligations of Consultant specified in this Agreement.
- 23. Notices.** Any notice provided pursuant to this Agreement shall be in writing to the parties at the addresses set forth below and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested or (3) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other party hereto.
- 24. Assignment.** This Agreement may not be assigned by Consultant without the prior written consent of City. Except for the prohibition of an assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.
- 25. Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to this Agreement.
- 26. Headings.** The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth on the first page of this Agreement are incorporated into the body of this Agreement. The exhibits referred to throughout this Agreement and any Statement of Work prepared in conformance with this Agreement are incorporated into this Agreement.
- 27. Waiver.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not effect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.
- 28. Force Majeure.** If performance by Consultant of any service or obligation under this Agreement is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communications failures, earthquakes, war, revolution, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any governmental or judicial authority or representative of any such government, or any other act whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Consultant, then Consultant shall be excused from such performance to the extent of such prevention, restriction, delay or interference. If the period of such delay exceeds thirty (30) days, City may, without liability, terminate the affected Statement of Work(s) upon written notice to Consultant.
- 29. Time of Performance.** Time is expressly made of the essence with respect to each and every term and provision of this Agreement.
- 30. Permits.** Consultant shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local statute, ordinance or regulation for the

performance of the Services under the Agreement. Consultant shall also comply with the provisions of all Applicable Laws in performing the Services under the Agreement. At its own expense and at no cost to City, Consultant shall make any change, alteration or modification that may be necessary to comply with any Applicable Laws that Consultant failed to comply with at the time of performance of the Services.

31. Media Releases. Except for any announcement intended solely for internal distribution by Consultant or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Consultant, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Consultant or its employees or agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City prior to the release thereof. Consultant shall not represent directly or indirectly that any Services provided by Consultant to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Consultant's customers without City's express written consent.

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

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

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

(a) Employees, Consultants and Sub-consultants: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Consultant shall not contract with a sub-consultant that fails to certify to the Consultant that the sub-consultant will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

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

(c) Duty to Terminate a Subcontract: If Consultant obtains actual knowledge that a sub-consultant performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall;

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

(2) terminate the subcontract with the sub-consultant if, within three days of receiving notice required pursuant to this paragraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract

with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

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

(e) Damages for Breach of Contract: The City may terminate this contract for a breach of contract, in whole or in part, due to Consultant's breach of any section of this paragraph or provisions required pursuant to CRS 8-17.5-102. Consultant shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph 34.

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

CITY OF ENGLEWOOD, COLORADO

By: _____ Date: _____
(City manager)

By: _____ Date: _____
(Mayor)

ATTEST: _____
City Clerk

Logan Simpson
Jana McKenzie

(Consultant Name)

123 N. College Ave. #206

Address

Fort Collins, CO 80524

City, State, Zip Code

By: _____
Jana McKenzie

(Print Name)

Title: *Principal*

Date: *Dec. 2, 2015*

STATE OF Colorado
COUNTY OF La Plata ss.

On this 30th day of November, 2015 before me personally appeared Jana Madril, known to me to be the Secretary of La Plata Regional, 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 seal the day

[Signature]

NOTARY [Signature]

NOTARY ID 20124053793
MY COMMISSION EXPIRES AUGUST 24, 2016

SCHEDULE A

OUTLINE OF STATEMENT OF WORK (Provide the requested below information)

1. GENERAL

See attached signed contract for terms and conditions.

2. NAMES OF PROJECT COORDINATORS

Jana McKenzie, Principal
Jeremy Call, Project Manager

3. SUMMARY OF PURPOSE FOR STATEMENT OF WORK

See attached scope of work.

4. EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY (IF ANY)

See attached scope of work.

5. OTHER CONSULTANT RESOURCES

Not applicable.

6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

See attached scope of work.

7. SPECIAL TERMS, IF ANY

Not applicable.

8. MODE OF PAYMENT

Purchase Order – percent complete by major task group.

9. PAYMENT SCHEDULE

City will pay Consultant for the work in accordance with the master plan work schedule.

10. SCHEDULE AND PERFORMANCE MILESTONES

The schedule sets for the target dates and performance milestones for the preparation and delivery of the Deliverables by Consultant.

See Master Plan work schedule.

11. ACCEPTANCE AND TESTING PROCEDURES

Not applicable.

12. LOCATION OF WORK FACILITIES

Substantially all of the work will be conducted by Consultant at its regular office located in Fort Collins, CO.

City will provide the City office space and support as it agrees may be appropriate, at its N/A facility.

IN WITNESS WHEREOF, pursuant and in accordance with the Professional Services 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)
Dorothy Hargrove
(Print Name)

Title: Parks & Recreation and Library Director

Date: _____

Logan Simpson
Consultant Name

By: Jana
(Signature)
McKenzie
(Print Name)

Digitally signed by Jana McKenzie
DN: cn=Jana McKenzie, o=Logan Simpson,
ou=email-jmckenzie@logansimpson.com,
c=US
Date: 2015.12.08 14:15:26 -0700'

Title: Principal

Date: Dec. 8, 2015