Agenda for the Regular Meeting of the Englewood City Council Monday, December 6, 2010 7:30 pm

Englewood Civic Center - Council Chambers
1000 Englewood Parkway
Englewood, CO 80110

1. Call to Order.

2. Invocation.

3. Pledge of Allegiance.

4. Roll Call.

5. Consideration of Minutes of Previous Session.

   a. Minutes from the Regular City Council Meeting of November 15, 2010.

6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)

   a. Jerrell Black, Parks and Recreation Director, will acknowledge Malley Senior Recreation Center staff for their efforts related to the NuStep Pinnacle Award the Malley Center recently received.

7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

- Council Response to Public Comment.

8. Communications, Proclamations, and Appointments.

   a. E-mail advising Council of Iain Lumsden's resignation from the Public Library Board.

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

b. Letter advising Council of Dianna Miguez's resignation from Keep Englewood Beautiful.

c. Proclamation declaring December 8, 2010 as Colorado Gives Day in the City of Englewood.

9. Consent Agenda Items.

a. Approval of Ordinances on First Reading.

i. Council Bill No. 43 – Recommendation from the Public Works Department to adopt a bill for an ordinance approving an Intergovernmental Agreement with Denver Regional Council of Governments for the 2010 Traffic Signal System Equipment Purchase program. **STAFF SOURCE: Rick Kahm, Director of Public Works, and Ladd Vostry, Traffic Engineer.**

ii. Council Bill No. 46 – Recommendation from the Public Works Department to adopt a bill for an ordinance approving an Intergovernmental Agreement with the Colorado Department of Transportation for Traffic Signal Maintenance Contract Amendment #1. **STAFF SOURCE: Rick Kahm, Director of Public Works, and Ladd Vostry, Traffic Engineer.**

iii. Council Bill No. 51 – Recommendation by the Parks and Recreation Department to adopt a bill for an ordinance approving acceptance of a grant from Tri-County Health Department for funding to construct two community gardens. **STAFF SOURCE: Jerrell Black, Director of Parks and Recreation.**

iv. Council Bill No. 52 – Recommendation by the Community Development Department to adopt a bill for an ordinance approving acceptance of two grants from Tri-County Health Department for funding for a Street Assessment Study and a Master Bicycle Plan Route Study. **STAFF SOURCE: John Voboril, Planner II.**

b. Approval of Ordinances on Second Reading.

i. Council Bill No. 48, authorizing the sale of 2215 West Wesley Avenue, 3395 West Grand Avenue, 4744 South Galapago Street, 3102 West Radcliff Drive, 2159 West Vassar Avenue, and 3115 South Acoma Street all funded through the Neighborhood Stabilization Program Grant.

c. Resolutions and Motions.

10. Public Hearing Items.

    a. Public Hearing to gather public input on Council Bill No. 47, authorizing amendments to Title 16: Unified Development Code of the Englewood Municipal Code pertaining to Landscaping and Screening.

    b. Public Hearing to gather public input on proposed amendments to the Englewood Downtown and Medical District Small Area Plan.

11. Ordinances, Resolutions and Motions

    a. Approval of Ordinances on First Reading.

        i. Council Bill No. 49 – Recommendation from the Community Development Department to adopt a bill for an ordinance approving an Intergovernmental Agreement with Kent Place Metropolitan Districts No. 1 and No. 2. **STAFF SOURCE: Alan White, Director of Community Development.**

        ii. Council Bill No. 50 – Recommendation from the Englewood Transportation Advisory Committee to approve a bill for an ordinance amending Title 11, Chapter 1, of the Englewood Municipal Code 2000 with the additions of new provisions pertaining to Golf Cars and Low Powered Scooters. **STAFF SOURCE: Rick Kahm, Ex Officio Englewood Transportation Advisory Committee Member.**

        iii. Council Bill No. 54 – Recommendation by the Police Department to adopt a bill for an ordinance approving an Intergovernmental Agreement with the Internal Revenue Service Criminal Investigation Division authorizing Englewood's participation in the Suspicious Activities Report Task Force. **STAFF SOURCE: John Collins, Deputy Chief of Police.**

    b. Approval of Ordinances on Second Reading.

    c. Resolutions and Motions.

        i. Recommendation from the Community Development Department to approve a resolution authorizing a grant application to the State of Colorado for a 2011 Enterprise Zone Marketing Grant to fund marketing and administrative activities associated with the Arapahoe County Enterprise Zone. **STAFF SOURCE: Darren Hollingsworth, Economic Development Coordinator.**

        ii. Recommendation from the Englewood McLellan Reservoir Foundation to approve a resolution supporting negotiations of a lease agreement with Benjamin Franklin Charter School. **STAFF SOURCE: Rick Kahm, Englewood McLellan Reservoir Foundation.**

iii. Recommendation from the Public Works Department to approve, by motion, an amendment to the temporary occupancy and indemnity agreement with the South Broadway Englewood Business Improvement District. **STAFF SOURCE: Rick Kahm, Director of Public Works.**

12. General Discussion.

    a. Mayor's Choice.

    b. Council Members' Choice.

13. City Manager's Report.

14. City Attorney's Report.

15. Adjournment

The following minutes were transmitted to City Council in November, 2010.

- Code Enforcement Advisory Committee meeting of September 15, 2010.
- Liquor Licensing Authority telephone polls of September 1, September 15, and October 6, 2010.
- Planning and Zoning Commission meeting of October 19, 2010.
- Urban Renewal Authority meeting of May 12, 2010.

From: Hank Long
Sent: Tuesday, November 23, 2010 2:32 PM
To: Sue Carlton-Smith
Subject: Library Board vacancy

Sue...

Just so that you are aware, **Iain Lumsden** has verbally resigned from the Library Board due to timing conflicts with his outside work, so that means we have a vacancy to fill when City Council next interviews B&C applicants.

Hank

December 1, 2010

Englewood City Council:

Due to a changed work schedule, however, I regret that I can no longer serve on Keep Englewood Beautiful.

Thank you for giving me the opportunity to serve on KEB for the past two years, I have enjoyed my time with this excellent group.

Regards,

Dianna Miguez

PROCLAMATION

COLORADO GIVES DAY

WHEREAS, charitable giving in the State of Colorado must increase to better support the nonprofit organizations that make our state a desirable place to live; and

WHEREAS, we must come together as a community to make a difference in the charitable sector; and

WHEREAS, all donations, whether large or small, can make a difference to nonprofits in need; and

WHEREAS, research shows an increase in online giving both locally and nationally, and many believe it is the future of philanthropy; and

WHEREAS, GivingFirst.org is an online giving website and an ideal resource for facilitating charitable giving to Colorado nonprofits; and

WHEREAS, Community First Foundation and FirstBank have partnered with the local community in an effort to increase charitable giving in our state; and

NOW, THEREFORE, BE IT PROCLAIMED BY MAYOR JAMES WOODWARD THAT:

December 8, 2010 will be known as Colorado Gives Day in the City of Englewood.

GIVEN under my hand and seal this 6th day of December, 2010.

James K. Woodward, Mayor

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 6, 2010	9 a i	IGA with DRCOG for 2010 Traffic Signal System Equipment Purchase
Initiated By:		**Staff Source:**
Department of Public Works		Rick Kahm, Director Ladd Vostry, Traffic Engineer

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council approved Bills for Ordinances entering into agreements with the Denver Regional Council of Governments (DRCOG) to allow DRCOG to reimburse the City of Englewood for 2004, 2005, 2007, 2008, and 2009 miscellaneous traffic signal equipment purchases.

RECOMMENDED ACTION

Staff requests that City Council adopt a bill for an ordinance to enter into an Intergovernmental Agreement (IGA) with the DRCOG for the 2010 Traffic Signal System Equipment Purchase program. This IGA will allow DRCOG to reimburse the City of Englewood for the cost of traffic signal system equipment (to be purchased by the City in 2011) in an amount up to $14,000.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Traffic Engineering Division of Public Works submitted an application to DRCOG for traffic signal equipment purchases to be considered in the 2010 Traffic Signal System Equipment Purchase program. DRCOG, responsible for administering this program, received U.S. Department of Transportation Congestion Mitigation/Air Quality (CM/AQ) funds through the Colorado Department of Transportation (CDOT) to carry out traffic signal system improvements and purchases in the Denver region. All applications were reviewed and scored by DRCOG based on previously set criteria consistent with the adopted Traffic Signal System Improvement Program (TSSIP). Englewood has been awarded up to $14,000 towards the purchase of traffic signal equipment, which includes traffic signal controllers and uninterruptable power supply (UPS).

The Traffic Signal System Equipment Purchase program covers equipment purchases only, with equipment installation being completed by City forces. These improvements will enhance the functionality and efficiency of the traffic system control along the S.H. 285 corridor.

FINANCIAL IMPACT

There are no financial obligations for the City other than providing funds up front for the equipment purchases, which are later reimbursed to the City. Adequate funds are available in the

Transportation System Upgrade account and will be credited back to this account with the reimbursement of Federal funds by DRCOG.

LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 43
INTRODUCED BY COUNCIL MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) ENTITLED "CONTRACT BY AND BETWEEN THE DENVER REGIONAL COUNCIL OF GOVERNMENTS (DRCOG) AND THE CITY OF ENGLEWOOD" FOR REIMBURSEMENT TO THE CITY OF ENGLEWOOD, COLORADO FOR THE COSTS OF 2010 TRAFFIC SIGNAL SYSTEM EQUIPMENT PURCHASE.

WHEREAS, the Englewood City Council previously approved Ordinances to enter into agreements with Denver Regional Council of Governments (DRCOG) to allow DRCOG to reimburse the City of Englewood for 2004, 2005, 2007, 2008, and 2009 miscellaneous traffic signal equipment purchases; and

WHEREAS, DRCOG received U.S. Department of Transportation Congestion Mitigation/Air Quality (CM/AQ) funds through the Colorado Department of Transportation (CDOT) to carry out traffic signal system improvements and purchases in the Denver metropolitan region; and

WHEREAS, the City of Englewood submitted an application to DRCOG for the 2010 Traffic Signal System Equipment Purchase Program; and

WHEREAS, DRCOG desires to contract with the City for the purchase of miscellaneous traffic signal equipment consistent with the Traffic Signal System Equipment Purchase Program; and

WHEREAS, DRCOG is responsible for monitoring and administering this federal program; and

WHEREAS, the passage of this Ordinance authorizes the intergovernmental agreement allowing DRCOG to reimburse the City of Englewood for the cost of traffic signal system equipment, which will be purchased by the City in 2011, in an amount up to $14,000;

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

Section 1. The City Council of Englewood, Colorado, hereby authorizes an intergovernmental agreement (IGA) entitled "Contract by and Between the Denver Regional Council of Governments (DRCOG) and the City of Englewood" for reimbursement to the City of Englewood, Colorado for the cost of traffic signal system equipment, which will be purchased by the City in 2011, in an amount up to $14,000, a copy of which is attached hereto as Exhibit 1.

Section 2. The Mayor is hereby authorized to sign and the City Clerk to attest said intergovernmental agreement (IGA) entitled "Contract by and Between the Denver Regional Council of Governments (DRCOG) and the City of Englewood" for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 6th day of December, 2010.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of December, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of December, 2010 for thirty (30) days.

_____
James K. Woodward, Mayor

ATTEST:

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of December, 2010.

_____
Loucrishia A. Ellis

EXHIBIT 1

CONTRACT BY AND BETWEEN THE

DENVER REGIONAL COUNCIL OF GOVERNMENTS
1290 Broadway, Suite 700
Denver, CO 80203-5606
("DRCOG")

and

CITY OF ENGLEWOOD
1000 Englewood Parkway
Englewood, CO 80110
("CONTRACTOR")

for

2010 TRAFFIC SIGNAL SYSTEM EQUIPMENT PURCHASE

Project Number: Contract Number:

RECITALS:

A. DRCOG has received U.S. Department of Transportation Congestion Mitigation/Air Quality (CM/AQ) funds through the Colorado Department of Transportation (CDOT), to carry out traffic signal system improvements and purchases in the Denver metropolitan region.

B. Authority exists in the law and funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment.

C. DRCOG desires to engage the Contractor for the purchase of miscellaneous traffic signal equipment consistent with the adopted Traffic Signal System Improvement Program further described in this contract and Exhibit A.

D. The Contractor agrees to comply with all relevant provisions of the contract between DRCOG and CDOT, incorporated herein by reference and made a part of this contract, as if fully set forth, in the monitoring and administration of this contract.

NOW, THEREFORE, it is hereby agreed that:

1. PURCHASE OF THE EQUIPMENT

a. General Requirements. The Contractor shall administer and purchase the equipment as depicted in attached Exhibit A, which is made a part of this contract, in accordance with Title 49, Parts 18 and 19, as appropriate, of the Code of Federal Regulations regarding uniform administrative requirements for state and local governments and other non-profit organizations.

b. Submissions of Proceedings, Contract, and Other Documents. The Contractor shall submit to DRCOG all data, reports, records, contracts, and other documents collected and developed by the Contractor relating to the project as DRCOG may require. The Contractor shall retain intact, for three years following project closeout, all contract documents, financial records, and supporting documents.

c. Award of Contract. This contract is awarded to the Contractor based upon the Contractor's project application, which provides that the Contractor be responsible for all expenses associated with acquiring, installing, operating and maintaining the equipment, excluding the actual purchase cost of the equipment. Contractor agrees that Contractor staff and subcontractors engaged in such will not be reimbursable as part of this agreement.

d. No DRCOG Obligations to Third Parties. DRCOG shall not be subject to any obligations or liabilities to any person not a party to this contract in connection with the performance of this project pursuant to the provisions of this contract without its specific written consent. Neither the concurrence in, or approval of, the award of any contract or subcontract or the solicitation thereof nor any other act performed by DRCOG under this contract constitutes such consent.

2. ACCOUNTING RECORDS

a. Accounts. The Contractor shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the equipment purchases to assure that funds are expended and accounted for in a manner consistent with this contract's agreements and objectives.

b. Funds Received or Made Available. The Contractor shall appropriately record in the account all reimbursement payments received by it from DRCOG pursuant to this contract.

c. Allowable Costs. Expenditures made by the Contractor shall be reimbursable as allowable costs to the extent they meet all of the requirements set forth below. Such expenditures must:

1) Be made in conformance with the description, budget, and all other provisions of this contract.

2) Be necessary for the accomplishment of this contract, and reasonable in the amount of goods and services provided.

3) Be actual net costs to the Contractor (i.e., price paid minus any refunds, rebates, or other items of value received by Contractor that have the effect of reducing the cost actually incurred).

4) Be incurred for equipment purchased only as described in Exhibit A, after the date of this contract.

5) Be treated uniformly and consistently under generally accepted accounting principles.

6) Be in conformance with the standards for allowability of costs set forth in Office of Management and Budget Circulars No. A-122 or A-87, as appropriate, regarding cost principles for nonprofit organizations and state and local governments.

d. Documentation of Costs. Invoices, contracts, and/or vouchers detailing the nature of the charges shall support all equipment purchase costs charged to this contract.

e. Checks, Orders, and Vouchers. Any check or order drawn up by the Contractor with respect to any item which is or will be chargeable against this contract will be drawn only in accordance with a properly signed voucher then on file in the office of the Contractor, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate, and apart from all other such documents.

f. Audits and Inspections. At any time during normal business hours and as often as DRCOG, CDOT and U.S. Department of Transportation (hereinafter, "USDOT"), and/or the Comptroller General of the United States may deem necessary, there shall be made available to DRCOG, CDOT, USDOT and/or representatives of the Comptroller General for examination, all records with respect to all matters covered by this contract and the Contractor will permit DRCOG, CDOT, USDOT, and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this contract.

3. TIME OF PERFORMANCE

This contract shall commence upon execution and shall expire December 31, 2011.

4. COST OF EQUIPMENT PURCHASES

The cost for equipment purchases in which federal funds are participating shall not exceed Fourteen Thousand Dollars ($14,000) as described in the attached Scope of Services.

The Contractor agrees to provide all installation, operation and maintenance of the purchased equipment at its expense.

5. REQUEST FOR PAYMENT BY THE CONTRACTOR

a. Award. DRCOG shall reimburse the Contractor up to Fourteen Thousand Dollars ($14,000) for the purchase of traffic signal equipment as described in the attached Scope of Services.

b. Payment. Payment shall be made on the following basis: After receipt of the equipment, the Contractor shall submit the invoice to the DRCOG Accounting Department for reimbursement. DRCOG will incorporate the invoice into its next bill to CDOT. Upon receipt of payment from CDOT by DRCOG and upon verification by DRCOG that the Contractor has installed the equipment and that the equipment is operating as intended, DRCOG will reimburse the Contractor for the amount of allowable costs of the Contractor's invoice. It is the Contractor's sole responsibility to install the equipment and contact DRCOG for field verification prior to receiving reimbursement.

6. MANAGEMENT

a. DRCOG Representative. DRCOG has designated **Greg MacKinnon** as its representative who will coordinate reviews, approvals, and authorizations.

b. Contractor's Representative. The Contractor has designated **Ladd Vostry** as its representative for this contract who shall be responsible for coordination and liaison with DRCOG on the equipment purchases associated with this contract. If at any time a contractor representative is not assigned for this contract, the Contractor shall immediately notify DRCOG and work shall be suspended until a representative has been assigned who is acceptable to DRCOG.

c. By signing this agreement, the Contractor also represents that its organization and its principals are not suspended or debarred per Federal requirements.

7. PERSONNEL

The Contractor represents it will provide and secure the personnel required in installing, maintaining and operating the equipment listed in Exhibit A. All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with DRCOG. Any subcontracts entered into by the Contractor associated with this Contract shall include a statement that the parties to the subcontract understand that DRCOG is not obligated or liable in any manner to the subcontractor or for the performance by the Contractor of its obligations under the subcontract.

8. TERMINATION

a. Funds not Available. The parties expressly recognize that the Contractor is to be paid, reimbursed or otherwise compensated with federal and/or State funds which are available to DRCOG for the project. In the event that CM/AQ funds are not made available to DRCOG per Recital A, this Agreement shall terminate immediately. Contractor expressly understands and agrees that all of its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to DRCOG.

b. Termination for Mutual Convenience. The parties may, with the concurrence of CDOT, terminate this agreement if both parties agree that the equipment purchases specified in Exhibit A would not produce beneficial results.

c. Termination of Contract for Cause. If through any cause, excluding force majeure, the Contractor shall fail to fulfill in timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, and has not corrected such breach within ten days of being given notice by DRCOG, DRCOG shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination for cause, which shall be effective upon receipt of the written notice.

In that event, DRCOG shall not be required to reimburse the Contractor for any equipment purchases not yet billed to CDOT, and Contractor shall be obligated to return any payments previously received under the provisions of this contract. Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for any damages sustained by DRCOG by virtue of any breach of the contract by the Contractor.

d. Termination for the Convenience of DRCOG. DRCOG may terminate this contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for any equipment purchases made prior to the effective date of such termination, subject to field verifications being completed to the satisfaction of DRCOG.

9. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees to comply with all federal and state laws, rule, regulations, and orders regarding equal employment opportunity, including Executive Order 11256, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

10. DISADVANTAGED BUSINESS ENTERPRISE

a. Policy. DRCOG is committed to and has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. It is the policy of DRCOG to ensure that DBEs, as defined in Part 26, have an equal opportunity to participate in the performance of contracts and subcontracts receiving DOT funding assistance. Consequently, the DBE requirements of 49 CFR, Part 26 apply to this agreement.

b. DBE Obligation. The Contractor and its subcontractors agree to ensure that DBEs as determined by the Colorado Unified Certification Program have the maximum opportunity to participate in the performance of contracts and subcontracts receiving DOT funding assistance provided under this agreement. In this regard, the Contractor and subcontractors shall take all necessary and reasonable steps in accordance with this policy to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as DRCOG deems appropriate.

11. PROHIBITION AGAINST HIRING ILLEGAL ALIENS [NOT APPLICABLE TO INTERGOVERNMENTAL AGREEMENTS].

The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to

certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

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

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

a. Notify the subcontractor and DRCOG within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, DRCOG may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to DRCOG.

12. INTEREST OF MEMBERS OF DRCOG AND OTHERS

No officer, member, or employee of DRCOG and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or have any personal or pecuniary interest, direct of indirect, in this contract or the proceeds thereof.

13. INTEREST OF THE CONTRACTOR

No officer, member, employee or agent of the Contractor or any other person who is authorized to exercise any functions or responsibilities in connection with the negotiating, review or approval of the undertaking or carrying out of any segment of the program contemplated by this contract shall have any financial or other personal interest, direct or indirect, in this contract or any subcontract thereunder, or in any real or personal property acquired therefore. Any person who shall involuntarily acquire any such incompatible or conflicting personal interest shall immediately disclose his/her interest to DRCOG in writing. Thereafter (s)he shall not participate in any action affecting the program under this contract unless DRCOG shall have determined

that, in light of the personal interest disclosed, the participation in such action would not be contrary to the public interest.

14. INDEMNIFICATION

The Contractor is an independent contractor and not an employee of DRCOG. As an independent contractor, the Contractor is not entitled to workers' compensation benefits except as may be provided by the Contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity. The Contractor is obligated to pay all applicable federal and state income tax on any moneys earned or paid pursuant to this contract relationship. The parties agree that the Contractor is free from the direction and control of DRCOG except such control as may be required by any state or federal statute or regulation, and that DRCOG does not require the Contractor to work exclusively for DRCOG; does not establish a quality standard for the Contractor; does not provide training, or does not provide tools or benefits of performance by the Contractor except through a completion schedule.

To the extent allowable by law, the Contractor shall indemnify, save and hold harmless DRCOG, its officers, employees and agents, against any and all claims, damages, liability and court awards, including all costs, expenses, and attorney fees incurred as a result of any negligent act or omission of the Contractor, or its employees, agents, subcontractors or assignees related to this contract. The Contractor shall include language similar to the foregoing in any subcontract associated with this Contract, stating that the subcontractor agrees to indemnify, save and hold harmless DRCOG for negligent acts or omissions of the subcontractor, its employees, agents, subcontractors, and assignees.

15. FEDERAL REQUIREMENTS

The Contractor shall at all times during the execution of this contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this contract. The Contractor shall also require compliance with these statutes and regulations in subcontract agreements associated with this Contract.

The Contractor agrees to abide by and follow all applicable federal and state guidelines when expending any funds resulting from this contract. This includes, but is not limited to, the Procurement Standards set forth in Subpart C of OMB Circular A-110 and the applicable provisions of the Federal Acquisition Regulation ("FAR"), together with any additions or supplements thereto promulgated by the Funding Agency. Current regulations can be found at http://www.arnet.gov/far/.

In addition, Contractor shall comply with the following federal laws and regulations as may be applicable to the project:

a. The Copeland "Anti-Kickback" Act (18 U.S. C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3)(all contracts and subgrants for construction or repair).

b. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5)(Construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation. This Act requires that all laborers and mechanics employed by contractors or sub-

contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

c. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).
d. Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15)(contracts, subcontracts, and subgrants of amounts in excess of $100,000).

TO THE EXTENT ALLOWABLE BY LAW, the Contractor agrees to indemnify, save and hold harmless, DRCOG, its officers, employees, agents, subcontractors, and assignees should any applicable regulations not be followed.

16. CHANGES

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

17. GENERAL

By signing this agreement, the Contractor represents that its organization and its principals are not suspended or debarred per Federal requirements.

This contract represents the entire agreement between the Contractor and DRCOG, replacing and superseding any previous contract, oral or written, which may have existed between the parties relating to the matters set forth herein.

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by DRCOG as provided herein in the event of such failure to perform or comply by Contractor.

18. CERTIFICATION FOR FEDERAL-AID CONTRACTS

For contracts that exceed $100,000, Contractor, by signing this contract, certifies to the best of its knowledge and belief:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor also agrees that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the _____ day of _____, 20__.

DENVER REGIONAL COUNCIL OF GOVERNMENTS

By: _____
Jennifer Schaufele
Executive Director

ATTEST:

By: _____
Roxie Ronsen
Administrative Officer

CITY OF ENGLEWOOD

By: _____
James K. Woodward, Mayor

ATTEST:

By: _____
Loucrishia A. Ellis
City Clerk

EXHIBIT A

DRCOG SIGNAL EQUIPMENT PURCHASE

SCOPE OF SERVICES

The City of Englewood will purchase traffic signal equipment for its traffic signal system on SH 285. The equipment to be purchased and the locations for deployment consist of:

Location	Equipment	Estimated Cost
SH 285 from Inca Street to Downing Street (5 locations)	ASC/3 controller	
SH 285 & Downing Street	Uninterruptable power supply	
	Total Estimated Cost	$14,000

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 6, 2010	9 a ii	IGA with CDOT regarding Senate Bill 8 Traffic Signal Maintenance Contract Amendment #1

Initiated By:	Staff Source:
Department of Public Works	Rick Kahm, Director Ladd Vostry, Traffic Engineer

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council has approved numerous bills for ordinances entering into agreements with the Colorado Department of Transportation (CDOT) to allow CDOT to reimburse the City of Englewood for costs associated with highway maintenance services on State highways within Englewood City limits. Staff last discussed this matter with City Council at the July 6, 2009 Study Session, and Council adopted a bill for an ordinance to enter into a contract with CDOT for Traffic Signal Maintenance functions on State highways, Ordinance No.3, Series of 2009/2010.

RECOMMENDED ACTION

Staff recommends that Council approve a bill for an ordinance to enter into an agreement with the Colorado Department of Transportation (CDOT), which covers the omission of Contract Management System (CMS) language in the original contract.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The original Traffic Signal Maintenance contract did not include Contract Management System (CMS) language and is still awaiting execution by CDOT. Amendment #1 adds the CMS language, as required by statute, to the original IGA. The CDOT Controller's Office, which is following the State Controller's orders, is requiring this amendment to be simultaneously routed with the basic contract for execution at CDOT.

FINANCIAL IMPACT

The total City reimbursement amount remains unchanged at $67,416.24 per year; CDOT payments to the City shall be on a "lump sum" monthly basis of $5,618.02. There are no financial obligations for the City other than providing funds up front for maintenance and operation services, which are later reimbursed by CDOT. Adequate funds are available in the Traffic Engineering Division budget and Transportation System Upgrade account to satisfactorily perform necessary operation and maintenance services.

LIST OF ATTACHMENTS

Existing Contract (IGA) between CDOT and City of Englewood
Bill for an Ordinance

EXHIBIT 1

(State $Signal Mtce)
City of Englewood

10 HA6 03848
ID 271001034

CONTRACT

THIS CONTRACT made this ___ day of _____ 20___, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and CITY OF ENGLEWOOD, 1000 Englewood Parkway, Englewood, Colorado 80110-2373, CDOT Vendor #: 2000021, hereinafter referred to as the "Local Agency" (or "Contractor" in the Special Provisions).

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function 2300, GL Acct. 4541000010, Cost Center R6S58300, (Contract Encumbrance Amount: $67,416.24).

2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.

3. Section 43-2-135(1)(i) C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the state highway system within cities and incorporated towns; and;

4. The parties desire to enter this Contract for the Contractor to provide some or all of the certain maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services;

5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost;

6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance of traffic control devices on the state highway system as hereinafter set forth; and

7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

All of the specific location(s) and type(s)of traffic control device(s)to be operated and maintained by the Contractor pursuant to this contract are described in **Exhibit A**, attached hereto and incorporated herein. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

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

1. Special Provisions contained in section 22 of this contract
2. This contract
3. Exhibit A (Scope of Work)
4. Exhibits C and D (Contract Modification Tools)
5. Other Exhibits in descending order of their attachment.

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. The term of this contract shall be for **a term of FIVE (5) years.** Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefore.

Section 4. Project Funding and Payment Provisions

A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

B. Subject to the terms of this Contract, for the satisfactory performance of the maintenance services on the Highways, as described in Section 5, the State shall pay the Contractor on a lump sum basis, payable in monthly installments, upon receipt of the Contractor's statements, as provided herein.

1. The State shall pay the Contractor for the satisfactory operation and maintenance of traffic control devices under this contract at the rates described in **Exhibit C**, which is attached hereto and made a part hereof. Provided, however, that the total charges to be paid by the State during each fiscal year beginning July 1 and ending June 30 of the following year shall not exceed an annual maximum amount of **$67,416.24** without the benefit of a supplemental agreement executed prior to any such excess charges being incurred. Contractor billings and State payments for each of the traffic control devices listed in **Exhibit A** shall be on a "lump sum" basis, in accordance with the rates described in **Exhibit C**, subject to the maximum amount described above. The Contractor will bill the State monthly and the State will pay such bills within 60 days.

2. The statements submitted by the Contractor for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Contractor billing standards.

3. If the Contractor fails to satisfactorily perform the maintenance for a segment of the Highways (or portion thereof), or if the statement submitted by the Contractor does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5. State and Local Agency Commitments

A. The Contractor shall perform the "highway maintenance services" for the certain State Highway System segments described herein. Such services and highways are detailed in Section 1 (or **Exhibit A**).

B. The Contractor shall operate and maintain the specific traffic control devices, and at the particular locations, all as listed on **Exhibit A** ("the Work"), in a manner that is consistent with current public safety standards on state highways within its jurisdictional limits, and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, which are referred to collectively as the "Manual" and which are incorporated herein by reference as terms and conditions of this Contract. The Contractor shall provide all personnel, equipment, and other services necessary to satisfactorily perform such operation and maintenance.

C. The State shall have the option to add or delete, at any time during the term of this Contract, one or more specific traffic control devices from those listed in **Exhibit A**, and therefore amend the Work to be performed by the Contractor under this Contract. The State may amend **Exhibit A** by written notice to the Contractor using an Option Letter substantially equivalent to **Exhibit D.**

D. The Contractor may propose, in writing, other potential specific traffic control devices to be operated and maintained by the Contractor during the term of this contract, based on the same rates that had been initially agreed to by the Contractor in **Exhibit C.** If the State determines in writing that operation and maintenance of those other devices by the Contractor is appropriate, and is desirable to the State, and if the State agrees to add such devices to this contract, then the State shall, by written Option Letter issued to the Contractor in a form substantially equivalent to **Exhibit D**, add such devices to this contract.

E. The Contractor shall perform all maintenance services on an annual basis. The Contractor's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his *representative, shall determine the then current applicable maintenance standards for the* maintenance services. Any standards/directions provided by the State's representative to the Contractor concerning the maintenance services shall be in writing. The Contractor shall contact the State Region office and obtain those standards before the Contractor performs such

services.

F. The Contractor shall perform the maintenance services in a satisfactory manner and in accordance with the terms of this Contract. The State reserves the right to determine the proper quantity and quality of the maintenance services performed by the Contractor, as well as the adequacy of such services, under this Contract. The State may withhold payment, if necessary, until Contractor performs the maintenance services to the State's satisfaction. The State will notify the Contractor in writing of any deficiency in the maintenance services. The Contractor shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Contractor, for any reason, does not commence or indicates within 24 hours they cannot correct the deficiency, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Contractor, or to bill the Contractor for such work

G. Performance Measures shall be accounted for within the duration of this contract and will be associated with signal/electrical maintenance. These Measures shall be addressed biannually and for every six month period of the contract. Performance records shall be kept by the Contractor and a copy sent to the CDOT Project Manager listed in this contract. The Contractor shall submit performance documentation to the CDOT Project Manager semi-annually along with the payment requests every April and October. Performance measures shall be conducted on all devices listed in **Exhibit A.**

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

This Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Contractor only for that portion of the traffic control device maintenance services actually and satisfactorily performed up to the effective date of that termination, and the Contractor shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the

Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 6, 2000 South Holly, Denver, CO 80222. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 6 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State:
Alazar Tesfaye
CDOT Region 6 Traffic
2000 South Holly Street
Denver, Colorado 80222
(303) 757-9511

If to the Local Agency:
Ladd Vostry
Traffic Engineer
City of Englewood – Public Works
1000 Englewood Parkway
Englewood, Colorado 80110
(303) 762-2500

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for

any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 16. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

A. This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

B. Either party may suggest renegotiation of the terms of this Contract, provided that the Contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this Contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified only if the party requesting the rate change documents, in accord with then applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), that the requested increase/decrease is based on and results from (and is proportionate to) an increase/decrease in the "allowable costs" of performing the Work.

Section 18. Option Letters

Option Letters may be used to extend Agreement term, change the level of service within the current term due to unexpected overmatch, add a phase without increasing contract dollars, or increase or decrease the amount of funding. **These options are limited to the specific scenarios listed below.** The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Following are the applications for the individual options under the Option Letter form:

Option 1 – Level of service change within current term due to unexpected overmatch in an overbid situation only. In the event the State has contracted all project funding and the Local Agency's construction bid is higher than expected, this option allows for additional Local Overmatch dollars to be provided by the Local Agency to be added to the contract. This option is only applicable for Local Overmatch on an overbid situation and shall not be intended for any other Local Overmatch funding.

The State may unilaterally increase the total dollars of this contract as stipulated by the executed Option Letter **(Exhibit D)**, which will bring the maximum amount payable under this contract to the amount indicated in Exhibit C-1 attached to the executed Option Letter (future changes to Exhibit C shall be labeled as C-2, C-3, etc, as applicable). Performance of the services shall continue under the same terms as established in the contract. *The State will use the Financial Statement submitted by the Local Agency for "Concurrence to Advertise" as evidence of the Local Agency's intent to award and it will also provide the additional amount required to exercise this option.* If the State exercises this option, the contract will be considered to include this option provision.

Option 2 – Option to add overlapping phase without increasing contract dollars. The State may require the contractor to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original contract with the contract dollars remaining the same. The State may exercise this option by providing a fully executed option to the contractor within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the contract will be considered to include this option provision.

Option 3 - To update funding (increases and/or decreases) with a new **Exhibit C**. This option can be used to increase and/or decrease the overall contract dollars (state, federal, local match, local agency overmatch) to date, by replacing the original funding exhibit (**Exhibit C**) in the Original Contract with an updated Exhibit C-1 (subsequent exhibits to Exhibit C-1 shall be labeled C-2, C-3, etc).

The State may have a need to update changes to state, federal, local match and local agency overmatch funds as outlined in Exhibit C- 1, which will be attached to the option form. The State may exercise this option by providing a fully executed option to the contractor within thirty (30) days after the State has received notice of funding changes, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the contract will be considered to include this option provision.

Section 19. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for

the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 20. Does not supercede other agreements

This Contract is not intended to supercede or affect in any way any other agreement (if any) that is currently in effect between the State and the Contractor for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Contractor. Also, the Contractor shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Contractor is required by applicable law to perform.

Section 21. Subcontractors

The Contractor may subcontract for any part of the performance required under this Contract, subject to the Contractor first obtaining approval from the State for any particular subcontractor. The State understands that the Contractor may intend to perform some or all of the services required under this Contract through a subcontractor. The Contractor agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State [which shall not be unreasonably withheld]. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 22. Special Provisions

These Special Provisions apply to all contracts except where noted in *italics*.

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

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

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

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

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

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

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

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

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

performance of Contractor's services and Contractor shall not employ any person having such known interests.

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

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

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

Revised 1-1-09

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

City of Englewood, Colorado
Legal Name of Contracting Entity

2000021
CDOT Vendor Number

Signature of Authorized Officer

Print Name & Title of Authorized Officer

STATE OF COLORADO:
BILL RITTER, JR., GOVERNOR

By _____
Executive Director
Department of Transportation

LEGAL REVIEW:

JOHN W. SUTHERS
ATTORNEY GENERAL

By _____

CORPORATIONS:
(A corporate attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk) (Place corporate seal here, if available)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:
DAVID J. MCDERMOTT, CPA

By _____

Date _____

Exhibit A

State Highway Traffic Signal Listing

- The City shall maintain the traffic signals and associated stop bars and crosswalks at the locations listed below.
- Any reconstruction, modification, or improvement initiated by the City or performed as a result of a City project shall be included in the maintenance provided by the City.
- Any reconstruction, modification, or improvement initiated by the State or performed as a result of a State project shall be paid for separately by the State.
- The City shall perform inspections of each location, in all directions, and submit documentation to CDOT by April 10th and October 10th for each year of this contract. Inspection shall include, but not limited to:
    - Each signal lens is operating and visible
    - Signal Timing is operating as programmed
    - Controller and Cabinet are clean and in good repair
    - Communication to signal is connected and operating
    - Vehicle detection is operating properly
    - All luminaries attached to the signal are operating

- Any defects found during inspections listed above at these intersections shall be remedied within reasonable timeframe per standard industry practice. Defects and remediation shall be documented and kept on file at the City and available for CDOT upon request. Any defects not remedied shall incur a price reduction to the next month's compensation of $340.00 per signal.

- The City shall perform an annual inspection which shall include: the visual inspection of signal caissons, bolts, bolt tightening, steel, welds, attachment hardware, back-up power testing and signal conflict monitor testing. Documentation on this inspection shall be submitted to CDOT by October 10th of each year of this contract. Any deficiencies found in bolt tightening and attachment hardware shall be corrected by the City immediately. Structural defects requiring pole or mast arm replacement shall be the responsibility of CDOT. Any deficiencies of this nature shall be documented and brought to the attention of the CDOT project manager for correction by CDOT. Other minor structural defects shall be the responsibility of the City.

TRAFFIC SIGNALS MAINTAINED BY THE CITY OF ENGLEWOOD

1. SH 285 and Inca St.
2. SH 285 and Galapago St.
3. SH 285 and Elati St.
4. SH 285 and Cherokee St.
5. SH 285 and Broadway (north)
6. SH 285 and Broadway (south)
7. SH 285 and Sherman St.
8. SH 285 and Logan St.
9. SH 285 and Clarkson St.
10. SH 285 and Downing St.
11. SH 285 and Gilpin St.
12. SH 88 (Belleview) and Clarkson St.
13. SH 88 (Belleview) and Logan St.
14. SH 88 (Belleview) and Broadway
15. SH 88 (Belleview) and Pirates Cove (1250W.)

State Highway Signs and Markings

- The City shall maintain signs and markings at the locations listed below.
- The City shall maintain all roadway markings.
- The City shall maintain all regulatory and warning signs that can be mounted on Unistrut, Telespar posts, all delineator posts, and all guide signs installed and owned by the City.
- The State shall maintain all regulatory and warning signs too large to be mounted on Unistrut posts, all guide signs not installed and owned by the City, and all other signs not maintained by the City.
- Intersection right-of-way control signs at City roadways intersecting State highways shall be maintained by the agency maintaining the intersected State highway.
- Intersection right-of-way control signs at State highway exit ramps intersecting City roadways shall be maintained by the City.
- Either agency making changes to signs or markings at the locations listed below shall provide notification of the changes to the other agency. Notification of changes to regulatory signing shall be made in writing.
- The City shall perform yearly pavement marking inspections and sign inspections, and submit documentation to CDOT by October 10th. Pavement marking inspection shall include, but not limited to:

  - Physical appearance
  - Percent of marking in place

- Sign Inspections shall include:
  - Physical condition of the signs using the night time inspections
  - Condition of post (damaged, plumb)
  - Fastening hardware checked for tightness

- *Any signs failing the visual inspections shall be listed as defective and shall be replaced within one* month of discovery with associated documentation to CDOT. Any defective signs not remedied shall incur a price reduction to the next month's compensation.
  - Class I Signs - $100.00 per sign deduction
  - Class II Signs - $200.00 per sign deduction
  - Class III Signs - $500.00 per sign deduction

State Hwy	Street Name	From	To	Length (miles)
285	Hampden/Jefferson	Jason	Gilpin	1.84
			Total miles	**1.84**

Exhibit B – Resolution

LOCAL AGENCY ORDINANCE or RESOLUTION

EXHIBIT C

Traffic Control Device Rate Schedule

1.84 Miles of signs and markings at $281.53 per mile per month	$ 518.02
15 Signals at $340/month	$ 5,100.00
Maximum monthly billing	**$ 5,618.02**
Total Maximum Annual Cost	**$67,416.24**

SAMPLE IGA OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)
NOTE: This option is limited to the specific contract scenarios listed below
AND cannot be used in place of exercising a formal amendment.

Date:	State Fiscal Year:	Option Letter No.	CLIN Routing #

Vendor name: _____

A. **SUBJECT:** (*Choose applicable options listed below **AND** in section B and delete the rest)*

1. Option to renew (for an additional term) applies to Highway and Signal maintenance contracts ONLY; this renewal cannot be used to make any change to the original scope of work;
2. Level of service change within current term due to an unexpected Local overmatch on an overbid situation ONLY;
3. Option to add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (does not apply to Acquisition/Relocation or Railroads);
4. Option to update funding (a new Exhibit C must be attached with the option letter and shall be labeled C-1 (future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.)

B. **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:

(Insert the following language for use with Options #1):

In accordance with Paragraph(s) _____ of contract routing number (*insert FY, Agency code, & CLIN routing #*), between the State of Colorado, Department of Transportation, and *(insert contractor's name)* the state hereby exercises the option for an additional term of *(insert performance period here)* at a cost/price specified in Paragraph/Section/Provision _____ of the original contract, AND/OR an increase in the amount of goods/services at the same rate(s) as specified in Paragraph _____ of the original contract.

(Insert the following language for use with Option #2):

In accordance with the terms of the original contract *(insert FY, Agency code & CLIN routing #)* between the State of Colorado, Department of Transportation and *(insert contractor's name here)*, the State hereby exercises the option to record a level of service change due to unexpected overmatch dollars due to an overbid situation. The contract is now increased by (*indicate additional dollars here*) specified in Paragraph/Section/Provision _____ of the original contract.

(Insert the following language for use with Option #3):

In accordance with the terms of the original contract (*insert FY, Agency code & CLIN routing #)* between the State of Colorado, Department of Transportation and *(insert contractor's name here)*, the State hereby exercises the option to add an overlapping phase in *(indicate Fiscal Year here)* that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*). Total funds for this contract remain the same (*indicate total dollars here*) as referenced in Paragraph/Section/Provision/Exhibit _____ of the original contract.

(Insert the following language for use with Option #4):

In accordance with the terms of the original contract (*insert FY, Agency code & CLIN routing #)* between the State of Colorado, Department of Transportation and *(insert contractor's name here)*, the State hereby exercises the option to update funding based on changes from state, federal, local match and/or local

agency overmatch funds. The contract is now (*select one: increased and/or decreased*) by (*insert dollars here*) specified in Paragraph/-Section/-Provision/Exhibit _____ of the original contract. A new Exhibit C-1 is made part of the original contract and replaces Exhibit C. (The following is a NOTE only so please delete when using this option: future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.)

(The following language must be included on all options):

The amount of the current Fiscal Year contract value is (*increased/decreased*) by ($ *amount of change*) to a new contract value of ($_____) to satisfy services/goods ordered under the contract for the current fiscal year (*indicate Fiscal Year*). The first sentence in Paragraph/Section/Provision _____ is hereby modified accordingly.

The total contract value to include all previous amendments, option letters, etc. is ($_____).

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

APPROVALS:

For the Contractor:
Legal Name of Contractor

_____

By: _____
Print Name of Authorized Individual

Signature: _____
Date: _____

Title: Official Title of Authorized Individual

_____

State of Colorado:
Bill Ritter, Jr., Governor

By: _____ Date: _____
Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

State Controller
David J. McDermott, CPA

By: _____

Date: _____

Updated: June 12, 2008

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 46
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) REGARDING AMENDMENT NO. 1 TO STATE SENATE BILL 8, TRAFFIC SIGNAL MAINTENANCE CONTRACT, ADDING CONTRACT MANAGEMENT SYSTEM (CMS) LANGUAGE TO THE ORIGINAL CONTRACT.

WHEREAS, the Englewood City Council previously approved several ordinances entering into agreements with the Colorado Department of Transportation (CDOT) allowing CDOT to reimburse Englewood for costs associated with highway maintenance services on state highways within Englewood city limits; and

WHEREAS, by the adoption of Colorado State Senate Bill No. 8 of 1974, CDOT assumes responsibility for all traffic control devices in the state highway system within local jurisdictions, including the costs associated with the above mentioned functions; and

WHEREAS, since CDOT does not have the necessary personnel and equipment levels to accomplish these obligations, the City has entered into numerous contracts with CDOT for reimbursement of costs linked with the City's operation and maintenance services of traffic control devices on state highways; and

WHEREAS, State highways within the City of Englewood for which we provide these services include Belleview Avenue and Highway 285; and

WHEREAS, the Englewood City Council authorized a contract with CDOT for Traffic Signal Maintenance functions on State highways by the passage of Ordinance No. 3, Series of 2009/2010; and

WHEREAS, the original Traffic Signal Maintenance contract did not include statutory required Contract Management System (CMS) language and still awaits execution by CDOT; and

WHEREAS, the passage of this Ordinance, Amendment No. 1, adds the CMS language to the original Traffic Signal Maintenance Contract approved by ordinance No. 3, Series of 2009/2010;

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

Section 1. The City Council of Englewood, Colorado, hereby authorizes Amendment No. 1, of the Traffic Signal Maintenance Contract which covers the omission of Contract Management System (CMS) language to the original Traffic Signal Maintenance Contract between the Colorado Department of Transportation and the City of Englewood, Colorado for CDOT to reimburse the City of Englewood for costs associated with highway maintenance services on state highways within Englewood City limits in the amount of $67,416.24 per year for a five year period, a copy of which is attached hereto as Exhibit A.

Section 2. The Mayor is hereby authorized to sign and the City Clerk to attest said IGA Amendment No. 1, between CDOT for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 6th day of December, 2010.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of December, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of December, 2010 for thirty (30) days.

_____
James K. Woodward, Mayor

ATTEST:

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of December, 2010.

_____
Loucrishia A. Ellis

EXHIBIT A

CONTRACT AMENDMENT

Amendment #1	Original Contract CMS # 10 HA6 03848	Amendment CMS # 11 HA[illegible]00000 PO 271001034

1) **PARTIES**
This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between CITY OF ENGLEWOOD (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Transportation, (hereinafter called "CDOT").

2) **EFFECTIVE DATE AND ENFORCEABILITY**
This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) **FACTUAL RECITALS**
The Parties entered into the Contract for the maintenance of signals on state highways.

4) **CONSIDERATION**
The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5) **LIMITS OF EFFECT**
This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) **MODIFICATIONS.**
The Amendment and all prior amendments thereto, if any, are modified as follows: Add the Contract Management System as Section 22 and rename the Special Provisions as Section 23.

a. Section 22 Special Provisions
Section 22 Special Provisions shall be renamed Section 23 Special Provisions.

b. Section 22 Statewide Contract Management System
If the maximum amount payable to the Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at anytime thereafter, this **§22** applies.

The Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state agreements/contracts and inclusion of agreement/contract performance information in a statewide contract management system.

The Local Agency's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Agreement, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of the Local Agency's performance shall be part of the normal Agreement administration process and the Local Agency's performance will be systematically recorded in the statewide Agreement Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of the Local Agency's obligations under this Agreement shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Local Agency's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Agreement term. The Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

EXHIBIT A

Should the final performance Evaluation and Review determine that the Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT, and showing of good cause, may debar the Local Agency and prohibit the Local Agency from bidding on future Agreements. The Local Agency may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of the Local Agency, by the Executive Director, upon showing of good cause.

7) **START DATE**

This Amendment shall take effect upon the date of the State Controller's Signature.

8) **ORDER OF PRECEDENCE**

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

[The remainder of this page intentionally left blank]

AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

THE LOCAL AGENCY
City of Englewood, Colorado

By: James K. Woodward
Name of Authorized Individual

Title: Mayor
Official Title of Authorized Individual

_____
*Signature

Date: _____

STATE OF COLORADO

Bill Ritter, Jr. GOVERNOR

Colorado Department of Transportation
Russell George, Executive Director

_____
By: Pam Hutton, CDOT Chief Engineer

Date: _____

LEGAL REVIEW
John W. Suthers, Attorney General

By: _____
Signature - Assistant Attorney General

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: _____

Department of Transportation

Date: _____

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 6, 2010	9 a iii	Intergovernmental agreement with Tri-County Health Department for Community Garden Grant

Initiated By:	Staff Source:
Parks and Recreation Commission	Jerrell Black, Director of Parks and Recreation Joe Sack, Program/Facility Supervisor

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Staff met with City Council on June 21, 2010 in Study Session and provided information regarding grants available from Tri County Health to promote healthy living and obesity prevention. Council gave direction to move forward with application submittals.

RECOMMENDED ACTION

Staff recommends that Council approve a bill for an ordinance authorizing an intergovernmental agreement between the City of Englewood and Tri-County Health Department for the acceptance of grant funding for the construction of two community gardens.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Tri-County Health Department, through the U.S. Department of Health and Human Services' *Communities Putting Prevention to Work initiative* (CPPW), offered competitive grant opportunities in June 2010. The CPPW program is focused on measures to promote and sustain healthy lifestyle choices in the fight against obesity. The City was successful in obtaining three grants; Englewood Master Bicycle Plan, Downtown and Medical District Street Assessment Study, and Community Gardens Development. Each grant requires a separate IGA. This IGA is for the Community Gardens grant for the construction of gardens at Charles Hay World School, 3195 South Lafayette Street, and Clayton Elementary School, 4600 South Fox. With our partners, Englewood Schools and Denver Urban Gardens, the gardens will be available for school and community (citizen gardeners) uses. Construction of the gardens will be coordinated by the Parks and Recreation Department and garden operations will be coordinated by Englewood Schools with the assistance of Denver Urban Gardens and Parks and Recreation.

FINANCIAL IMPACT

The total grant funding for the two gardens is $83,262. There are no required City matching funds for this project. It is anticipated that costs related to garden sustainability and maintenance (e.g. water, compost) will be funded by garden plot fees.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 51
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING ACCEPTANCE OF THE "2010 COMMUNITIES PUTTING PREVENTION TO WORK (CPPW) GRANT CONTRACT" BETWEEN TRI-COUNTY HEALTH DEPARTMENT AND THE CITY OF ENGLEWOOD, COLORADO PERTAINING TO CITY OF ENGLEWOOD COMMUNITY GARDENS.

WHEREAS, Tri-County Health Department (TCHD) is participating in the national initiative Communities Putting Prevention to Work (CPPW) Initiative, funded through the U.S. Department of Health and Human Services (HHS) Centers for Disease Control (CDC) which seeks to support public health efforts to increase the availability of healthy foods and beverages, improve nutrition and reduce obesity, increase physical activity; and

WHEREAS, using TCHD's allocated funds from the CPPW Initiative, TCHD will be making grants that focus on policy, systems and environmental changes that promote healthy eating and physical activity; and

WHEREAS, the City of Englewood submitted a Grant Proposal and has been awarded the Grant Funds to complete the Grant Project, subject to the terms of this Contract and Grant Documents

WHEREAS, TCHD offered the City up to $83,262.00, for the City of Englewood "Community Gardens" (the Project);

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 approves the intergovernmental agreement and accepts the "2010 CPPW Grant Contract Communities Putting Prevention To Work" for the City of Englewood "Community Gardens Project" from Tri-County Health Department, attached hereto as Exhibit 1.

Section 2. The Mayor is authorized to execute said intergovernmental agreement regarding the grant for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 6th day of December, 2010.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of December, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of December, 2010 for thirty (30) days.

James K. Woodward, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of December, 2010.

Loucrishia A. Ellis

EXHIBIT 1

Tri-County Health Department

2010 CPPW GRANT CONTRACT
COMMUNITIES PUTTING PREVENTION TO WORK

Date: October 22, 2010

TCHD:

Tri-County Health Department
6162 South Willow, Suite 100
Greenwood Village, Colorado 80111
Phone: 720-200-1528
Fax: 303-220-9208

GRANTEE:

City of Englewood
Parks and Recreation
1155 West Oxford Avenue
Englewood, Colorado 80110
Attn: Joe Sack

Grant Number: **DUN Number:**

Grant Project: **Community Gardens**

Grantee Project Director: Joe Sack

Grant Funds: **$83,262**

Grant Term: **October 7, 2010 thru March 18, 2012**

Grant Documents:
Exhibit A – Grant Proposal – Dated October 7, 2010
Exhibit B – Scope of Work
Exhibit C – Budget
Exhibit D – Form of Progress Report (See Scope of Work)
Exhibit E – Form of Final Report (March 18, 2012)
Exhibit F – Form of Financial Report (See Scope of Work)
Exhibit Z – Illegal Alien Provisions

Each of the foregoing definitions shall be deemed a substantive part of this Contract, and the foregoing Exhibits shall be deemed incorporated herein by reference.

AGREEMENT

This 2010 CPPW Grant Contract ("Contract"), is made effective as of October 7, 2010 by and between the Tri-County Health Department ("TCHD"), and City of Englewood Parks and Recreation ("Grantee"). TCHD and Grantee may each be referred to herein, individually, as a "Party", or collectively, as "the Parties". The terms Party and Parties shall include their respective successors and assigns.

RECITALS

WHEREAS, TCHD is the District Public Health Agency for the Counties of Adams, Arapahoe and Douglas, Colorado; and

WHEREAS, Grantee is a local governmental entity, special district or school district within the Counties of Adam, Arapahoe and Douglas; and

WHEREAS, TCHD is participating in the national initiative Communities Putting Prevention to Work ("CPPW Initiative"), funded through the U.S. Department of Health and Human Services ("HHS"), Centers for Disease Control (CDC) which seeks to support public health efforts to increase the availability of healthy foods and beverages, improve nutrition and reduce obesity, increase physical activity; and

WHEREAS, using TCHD's allocated funds from the CPPW Initiative, TCHD will be making grants that focus on policy, systems and environmental changes that promote healthy eating and physical activity; and

WHEREAS, Grantee has submitted the Grant Proposal, and has been awarded the Grant Funds to complete the Grant Project, subject to the terms of this Contract, and the Grant Documents, specifically including, but not limited to, the Scope of Work and Budget; and

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements hereinafter set forth, TCHD and Grantee agree as follows:

1. Points of Contact. In order to implement the terms of this Contract, each party has designated a point of contact for communications concerning this Contract. The TCHD point of contact shall be Nancy Geha, Ed.D, until changed by written notice to Grantee. The Grantee point of contact shall be the Grantee Project Director, as set forth above, until changed by written notice to TCHD.

2. Term. The term of this Contract shall be from September 3, 2010, thru March 18, 2012. No extensions or renewals of this Contract, or of the Grants Funds provided herein, shall be allowed.

3. Grant Funds. TCHD hereby awards the Grant Funds to Grantee, to be used exclusively for the purposes specified in the Scope of Work and the Grant Proposal, and in accordance with the Budget. The payment of the Grant Funds shall be made pursuant to the terms of the Scope of Work. Grantee shall directly administer the Grant Project, and agrees that no Grant Funds shall be disbursed to any individual, organization or entity other than as specifically set forth in the Grant Documents, or as may hereinafter be permitted by prior written authorization of TCHD.

4. Budget. Grantee shall use the Grant Funds according to the Budget. Grantee shall keep a systematic record on a fund accounting basis of the receipt and disbursement of the Grant Funds and the expenditures incurred under the terms of this Contract, and a copy of all substantiating

documents (such as bills, invoices, cancelled checks, receipts, etc.), which shall be retained in Grantee's files for a period of not less than four (4) years after expiration of the Grant Term. Grantee agrees to promptly furnish copies of such documents to TCHD upon request, or at such earlier time as set forth herein.

5. Unspent Grant Funds: Grant Funds that have not been dispersed by TCHD to Grantee by the end of the Grant Term, in accordance with the terms of the Scope of Work, shall not be dispersed. On or before the expiration of the Grant Term, Grantee shall remit to TCHD all unspent Grant Funds.

6. Limitation of Funding. It is agreed by the Parties that should HHS or CDC disapprove of this Contract, or refuse or fail to provide TCHD with funds necessary to make the Grant, as determined by TCHD in its sole and absolute discretion, then this Contract shall be void and shall not be binding on the Parties hereto. Additionally, the disbursement of Grant Funds under this Contract may be suspended or terminated in the event that Grantee refuses to accept additional terms or conditions to this Contract that may be imposed by HHS after the effective date of this Contract. In the event that HHS fails to provide TCHD with the funds to make the Grant, TCHD shall notify Grantee immediately, and Grantee shall immediately cease performing any work under the terms of this Contract until funding is made available.

7. No Guarantee of Additional Support: This Grant is accepted by Grantee with the understanding that TCHD is not obligated to provide any additional financial support to Grantee for the Project, or otherwise.

8. Accounting and Audit. Grantee agrees to retain all records pertinent to this Contract for a period of four (4) years after final payment hereunder, or for such longer period as required by State or Federal Law, including records which adequately identify the source and application of the Grant Funds. During the Term, and as long thereafter as the records are maintained, at any time during normal business hours, Grantee shall make available to TCHD, or to HHS, the State and the Comptroller General of the United States, or their authorized representatives, any books, documents, papers or other records of Grantee with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts.

9. Termination. If Grantee should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in this Contract, and such default is not cured for a period of thirty (30) days after written notice thereof has been given to Grantee, TCHD, at its sole election, may immediately terminate this Contract by written notice thereof to Grantee. In the event of termination under this Section 9, Grantee shall reimburse TCHD for all unspent Grant Funds as of the termination date.

A. Notwithstanding the provisions of this Section 9, TCHD may terminate the Contract immediately and receive full reimbursement of the funds granted hereunder in the event TCHD does not receive the reports set forth in Section 15, herein, as well as those reports that may be required by the Scope of Work.

10. Materials. TCHD shall receive copies of all surveys and tools, methodologies, studies, evaluations, presentations, training and educational materials, reports, articles and other

publications and materials created in connection with the Grant (collectively, the "Materials"), if any, at no charge. Grantee grants TCHD a limited, non-exclusive license to use such Materials for its non-commercial purposes.

11. Work Quality. Grantee warrants to TCHD that all work performed will be of good quality, and in conformance with this Contract.

12. Acknowledgement. TCHD shall be given visibility at all symposia, conferences and other presentations or events and recognition in all printed and electronic Materials created in connection with this Grant and the CPPW Initiative. TCHD may release information regarding this Grant and the CPPW Initiative to the general public and news media. Grantee grants to TCHD a non-exclusive license to include Grantee's name in information pertaining to the Grant that is released to the public.

13. Personnel and Subcontractors:

A. All of the work to be performed pursuant to the Scope of Work will be performed by the Grantee or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

B. None of the work to be performed by Grantee shall be sub-granted to any other party without the prior written approval of TCHD. Grantee shall only subcontract work as allowed in the Scope of Work, and in the event Grantee uses subcontractors, Grantee shall comply with all of the requirements set forth by the CDC and the HHS with the regard to the use of subcontractors. Failure to obtain TCHD's prior approval of any additional sub-grantors or subcontractors shall result in the disallowance of reimbursements for any work provided by any sub-grantor or subcontractors prior to approval of the sub-grantor or subcontractor.

C. Grantee shall obtain the appropriate back-ground checks for all employees, volunteers and approved subcontractors, as may be required by State and Federal law.

14. Governmental Compliance:

A. The Parties will each comply with all applicable statutes, laws, rules, regulations, licenses, certificates, and authorizations of any governmental body or authority in the performance or carrying out of its obligations under this Contract. This Contract shall be subject to amendments of the applicable laws and regulations relating to the subject matter of this Contract. In the event any amendment to the applicable laws and regulations creates an inconsistency with the terms of this Contract, the Parties shall use their best efforts to accommodate both the terms and intent of this Contract and such amendments.

B. It is agreed by both Parties that there shall be no discrimination on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

C. Grantee will cooperate with TCHD in supplying additional information to TCHD, or in complying with any procedures which might be required by any governmental agency in order for TCHD to establish that it has observed all requirements of the law with respect to this Grant.

D. In performance of its obligations under this Contract, Grantee shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR Part 92 regarding uniform requirements for the administration of HHS grants, and principles for determining costs applicable to activities assisted by HHS grants.

15. Reporting Requirements: Grantee shall comply with the specific reporting requirements set forth in the Scope of Work, as well as the following general reporting requirements:

A. A Progress Report substantially in the form attached hereto as Exhibit D, shall be due as set forth in the Scope of Work, and shall include, but not be limited to, the following information: a reasonably-detailed accounting of Grant Funds spent to date, with a detailed explanation of any variances from the Budget; progress made toward meeting objectives outlined in the Scope of Work and Grant Proposal; copies or examples of all materials produced as a result of the Project; and signed affirmation from the authorized signatory of Grantee that the report has been reviewed and approved.

B. A Final Report substantially in the form attached hereto as Exhibit E, shall be due as set forth in the Scope of Work. In addition to the information referenced in Section 15(A), the Final Report must include an evaluation of the impact of the work completed under the Grant.

C. A Financial Report substantially in the form attached hereto as Exhibit F, shall be due as set forth in the Scope of Work, and shall include, but not be limited to, a complete accounting of all income and expenses which adequately identify the source and application of the Grant Funds, a comparison budget showing actual verses budgeted expenses, and a copy of all expense receipts for all expensed Grants Funds.

16. Dispute Resolution: In the event of any dispute arising out of this Grant Contract, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree to not commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute shall be submitted to mediation in Arapahoe County, Colorado. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse.

17. Liability and Indemnification. Grantee agrees, to the fullest extent permitted by law, to indemnify and hold harmless TCHD against all claims, damages, liabilities, costs and expenses to the extent caused by acts of Grantee in connection with the Grant provided under this Contract. Each party agrees to provide the other party written notice within thirty (30) days of

the knowledge of any claim or controversy giving rise to a claim for indemnification as provided herein.

18. Insurance. Grantee shall maintain workers compensation insurance, auto insurance and general liability insurance, or self-insurance, in amounts consistent with local governmental standards. Grantee may self-insure for medical and professional liability pursuant to the Colorado Governmental Immunity Act.

19. Independent Contractors. The Parties acknowledge that they operate independently. Neither Grantee, nor any of its agents, representatives, or employees shall be considered agents, representatives or employees of TCHD. In no event shall this Contract be construed as establishing a partnership or joint venture or similar relationship between the Parties. Each party shall be liable for its own debts, obligations, acts, and omissions. **GRANTEE, ITS EMPLOYEE, VOLUNTEERS AND SUBCONTRACTORS UNDERSTAND THAT IT AND THEY ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS, WORKERS' COMPENSATION BENEFITS OR ANY FRINGE BENEFITS FROM TCHD.**

20. Controlling Documents. Inconsistencies in the Contract Documents shall be resolved in the following order, first with this Contract controlling the rights and obligations of the Parties, second with the Scope of Work and Budget controlling, then last with the Grant Proposal controlling.

21. Miscellaneous.

A. Notice. Any notice to be given hereunder by either Party to the other may be effected in writing by personal delivery, or by mail, certified with postage prepaid, or by overnight delivery service. Notices sent by mail or by an overnight delivery service shall be addressed to the Parties at the addresses appearing at the beginning of this Agreement, but either Party may change its address by written notice in accordance with this paragraph.

B. Third Parties. This Contract does not and shall not be deemed to confer upon any third party any right to claim damages, to bring suit or other proceeding against either TCHD or Grantee because of any term contained in this Contract.

C. Assignment. This Contract is predicated upon Grantees special abilities or knowledge, and Grantee shall not assign this Contract, in whole or in part, without the prior written consent of TCHD.

D. Severability. If any article, section, paragraph, sentence, clause or phrase of this Contract is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Contract.

E. Governmental Immunity. The Parties acknowledge and agree that TCHD and Grantee, and their respective officers and employees, are relying on, and do not waive

or intend to waive, by any provision of this Contract, 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 it is from time to time amended.

F. Annual Appropriation. Any financial obligation of Grantee resulting from the terms of this Agreement shall be subject to annual appropriation, pursuant to provisions of C.R.S. §29-1-110, as amended.

G. Entire Agreement. This Contract constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Contract. THERE ARE NO ORAL AGREEMENTS CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT.

H. Modification. This Contract may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.

I. Waiver. The failure of either Party at any time to require performance of the other Party of any provision of this Contract shall in no way affect the right of such Party thereafter to enforce the same provision, nor shall the waiver by either Party of any breach of any provision hereof be taken or held to be a waiver of any other or subsequent breach, or as a waiver of the provision itself.

J. Binding Agreement. This Contract shall be effective as of the date hereof and shall be binding upon and inure to the benefit of the successor or assign of either Party hereto.

K. Survival. The rights and obligations of the Parties shall survive the term of this Contract to the extent that any performance is required under this Contract after the expiration or termination of this Contract.

L. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same document.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS)

L. Governing Law. This Contract shall be governed by the laws of the state of Colorado.

IN WITNESS WHEREOF, the Parties have caused this 2010 CPPW Grant Contract to be executed by its duly authorized representatives.

TCHD:	**GRANTEE:**
TRI-COUNTY HEALTH DEPARTMENT	City of Englewood Parks & Recreation
_____	_____
Signature Date	Signature Date
Name: _____	Name: James K. Woodward
Title: _____	Title: Mayor

EXHIBIT A and B

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

GRANT PROPOSAL
SCOPE OF WORK

Attached hereto, and incorporated herein by reference.

EXHIBIT A and B

APPLICATION FORM

1. Applicant information

Organization	City of Englewood Department of Parks and Recreation		
Director	Jerrell Black	**Title**	Parks and Recreation Director
Director has approved proposal		☒ Yes ☐ No	
Contact name	Gary Hultberg	**Title**	Recreation Manager
Street address 1	1155 W. Oxford Ave.	**Street address 2**	
City	Englewood	**County**	Arapahoe
State	Colorado	**Zip**	80110
Email 1	ghultberg@englewoodgov.org	**Email 2**	
Phone 1	303-762-2682	**Phone 2**	
Web site	www.englewoodgov.org		
Type of applicant	☒ Local government	☐ Special district	
Are you submitting a coordinated proposal?	☒ Yes ☐ No	**If yes, who are your partners?**	Englewood Public School District Denver Urban Gardens

2. Focus area and population. Double space 12 point Times New Roman. Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

Describe population
The Englewood Community Garden Program will be open to all to participate however with a focus given to elementary school children and their families to educate them on how to choose as well as provide healthier food choices. The City of Englewood has a population of 32,121 with 3,427 K-12 students, enrolled in the Englewood Public School District. As obesity and disease rates continue to rise, efforts such as the Community Garden Program are proven methods of improving a community's overall heath. By focusing on school children and their families, we will be improving our entire population generation by generation.
Geographic Community or Communities
The City of Englewood is a full service city that is centrally located within the Denver Metropolitan area. Easily accessible, Englewood is ideally situated for residents, businesses, and visitors. Englewood boasts a strong employee base and business-friendly government. Englewood's 6.9 square miles offers small town convenience with big city amenities. The Community Garden locations were selected, with our partners, to provide the most benefit to our community by distributing locations geographically throughout Englewood in order to complete our community garden program. The Garden locations are Charles Hay Elementary School, 3195 S. Lafayette Street and Clayton Elementary School, 4600 S. Fox Street.

3. **Selected Activity(ies) (30 points)**

Proposed Activity

The Department is proposing the development of two community gardens within the City of Englewood. The gardens would be located at Charles Hay Elementary School, 3195 S. Lafayette Street and Clayton Elementary School, 4600 S. Fox Street. A community garden, as simply defined by the American Community Garden Association (ACGA), is any piece of land gardened by a group of people. It can be urban, suburban, or rural. It can grow flowers, vegetables or a community. It can be one community plot, or can be many individual plots. It can be at a school, hospital, or in a neighborhood.

Benefits of Community Gardens include: improves the quality of life for the people in the community, provides a catalyst for neighborhood and community development, stimulates social interaction, encourages self-reliance, beautifies neighborhoods, produces nutritious food; reduces family food budgets, conserves resources, creates opportunity for recreation, exercise, therapy, and education, reduces crime, preserves green space, provides opportunities for intergenerational and cross-cultural connection.

Anticipated policy, systems or environmental change outcome resulting from the activity

The Englewood Parks and Recreation Department has a rich history of strategic planning for immediate and long term environmental development of parks and open space and their related recreational opportunities. The development of the Community Gardens would further our progress. The Community Gardens will create partnership agreements and additional use agreements, establishing access to water, land usage and responsibilities. Policies developed will guarantee public access and provide community members with healthy choices that are apparent from a community garden. Environmental changes will include redevelopment of under used land, access to exercise, healthy food choices and the development of a stronger community.

What you will do to implement the activity

The process to develop the Community Garden will follow these steps at both locations. The Parks and Recreation Department, along with our partners, will complete the necessary work to open each garden. The gardens would be open and available by planting season of 2011.

Steps include: Forming a neighborhood planning/steering committee. Committee members will include gardeners, neighbors, students and partners. Develop a leadership team of volunteers who want to be active in our community and provide access to healthy alternatives. Create and finalize intergovernmental and garden agreements. Analysis of specific site locations for community garden. Complete soil tests. Create garden designs. Each site has its own specific needs and garden designs will accommodate each location. Finally, prepare and develop site, organize the garden, determine guidelines and distribute plots to participating gardeners. Open garden for planting, and evaluate.

Why you think these activities can achieve this outcome

In 2010 Englewood Parks and Recreation Department, in partnership with Denver Urban Gardens (DUG), opened its first community garden. With support from the community this garden is an overwhelming success and has led to additional partners coming forward requesting a garden in their neighborhood. Outcomes noted from our first garden and expected outcomes from expansion include: improving the quality of life for the gardeners as well as the community, stimulating social interaction, encouraging self-reliance, beautifying neighborhoods, producing nutritious food, conserving resources, all garden plots are used, fifteen percent of grown produce donated to local food banks, and creating opportunities for recreation, exercise and education. The Community Gardens will be evaluated upon the community impact, number of participants, educational programs offered and the increased production of healthy grown food.

Page limit for Box 3 is 2 per proposed activity.

4. Timeline of steps and milestones Provide a brief description of main steps to implement activity and who (staff name or position/organization) will do them.

Step	Quarters 1 to 7 9/1/10	12/1/10	3/1/11	6/1/11	9/1/11	12/1/11	3/1/12	Who is responsible?
Form a neighborhood planning/steering committee.	X							All Partners coordinated by Project Manager, City of Englewood
Finalize MOU and Inter-governmental agreements.		X						Approved and signed by all partners.
Analysis of specific site locations for community garden at both schools.	X							All Partners coordinated by Project Manager, City of Englewood
Create garden designs.		X						Denver Urban Gardens
Prepare and develop site.		X	X	X				All Partners coordinated by Project Manager, City of Englewood
Organize the garden, determine guidelines and distribute plots.	X	X	X	X				Planning Committee
Open garden.				X				Planning Committee
Evaluate.		X	X	X	X	X	X	All Partners coordinated by Project Manager, City of Englewood

Page limit for Box 4 is 1.

5. Coordination with partners, collaborators and/or subcontractors. Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

Partners

How will you work with partners? Use the table below to list each partner organization and its relationship to your organization. Include each partner's role (what each will do to implement the activity) and the name of the lead staff.

Provide up to five "letters of agreement" using the template provided (see page 17) for activities that require more than one organization to complete. You may plan to have more than five partners, but only five letters of agreement with important partners are needed for this proposal.

Partner	Partner Staff	Role	Relationship
Denver Urban Gardens (DUG)	Michael Buchenau, Executive Director	Advisory to Planning Committee. Will assist in development of all phases of the Community Gardens. Lead in design and construction.	Collaborator with independent funding.
Englewood Public School District	Dave Henderson, Director of Operations	Land owner and water access. Will take active role in developing gardens. Will develop education component and lead ongoing maintenance.	Collaborator with independent funding.

Page limit for Box 5 is 2.

6. Health inequities (20 points) Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

How activity(ies) will reduce health inequities

By developing a community garden program, the City of Englewood intends to reduce health inequities by providing access to healthy and natural food choices and opportunities for physical activity. The City of Englewood intends to target the population groups that are most affected by chronic disease, poor nutrition, and physical inactivity; however, a community garden program will positively affect all community members by encouraging healthy eating and active living. The Community Gardens will provide elementary school children and their families with opportunities to grow and harvest fresh produce. Participation in community gardens will teach families how to make healthier food choices and give them opportunities for recreation, socialization and exercise. With heart disease the second leading cause of death in Arapahoe County and in Colorado overall, community gardens can help combat major risk factors such as: high cholesterol, high blood pressure, diabetes, physical inactivity and obesity.

The proposed Community Garden activity and investments will not increase any inequities.

Page limit for Box 6 is 1.

7. **Value of investment (10 points)** Replace the questions with your answers for more space.

Number of people affected by activity.
The first year the Community Gardens open there will be an immediate impact. Averaging 20 full plots per garden, with both shared and full plots, modest expectations of 30 households per garden would be achieved. Based upon an average of four individuals per household a total of 120 individuals per garden (grand total of both gardens is 240 individuals) would be directly affected by this activity. In addition each location will have an educational component provided by the Englewood Public School District with direct contact to 400 students per garden. Considering the direct impact and indirect impact with the neighbors, community, and food bank donations our community garden program will positively affect 1,500 individuals per year.

Page limit for Box 7 is 0.5 (12 lines double-spaced).

8. **Sustainability (10 points)** Replace the questions with your answers for more space.

How activity will have a lasting impact after funding ends on March 18, 2012
The community gardens are a sustainable project for years to come. Once the gardens have been installed, the gardens will have minimal ongoing expenses. After the funding period the gardens will be sustained by the volunteer labor of the steering committee and affordable plot fees to cover expenses such as water. Those individuals who choose to become a gardener typically take ownership of their community garden, which leads to the garden becoming more and more self-sufficient. Gardeners recruit sponsors and get donations as well as organize collaborative work days all to benefit the community garden. Ongoing support will also be provided by all partners.

Page limit for Box 8 is 0.5 (12 lines double-spaced).

9. **Organization capacity and experience (10 points)**

Past experience doing similar activities

The Department of Parks and Recreation's mission is to provide quality programs, activities, and facilities that promote healthy lifestyles for citizens of all ages. The Department partners with other city departments, government agencies, non-profit organizations and schools to meet mission goals. Partnering with Englewood Public School District and DUG to plan and complete two additional community gardens within Englewood is a good fit with the Department's goal of providing healthy environments and fighting obesity. Englewood Parks and Recreation Department has continually used strategic planning for immediate and long term environmental development of parks and open space and their related recreational opportunities. Major projects that were managed by Parks and Recreation staff included; the passage of a general obligation bond that provided for the expansion of the Englewood Recreation Center and the Malley Senior Recreation Center; construction of Pirates Cove Water Park; substantial redevelopment of the Englewood Golf Course which reopened as Broken Tee, Englewood, and several park redevelopment projects funded by Arapahoe County Open Space share back and grant funding. In 2003, the Department participated in the City's Comprehensive Plan development which features bold new policies for shaping the City's future over the next twenty years. In addition, the Department completed a Parks and Recreation Master Plan in 2006 which provides a new direction for park, open space and trail planning for the next five to ten years. In 2009-10 the Department and DUG developed and opened the first community garden in Englewood with tremendous success.

Training and skills of proposed staff

Name	Title	Skills	Degrees/Credentials
Jerrell Black	Director of Parks and Recreation	Management, public policy	B.S. Education Certified Parks and Recreation Professional
Gary Hultberg	Recreation Manager	Administration, project management	B.S. Parks & Recreation Administration

Dave Lee	Open Space Manager	Project management, construction	B.S. Plant Science Certified Arborist Certified Parks and Recreation Professional
Joe Sack	Facility/Program Supervisor	Community Liaison	B.S. Recreation Certified Parks and Recreation Professional
Parks Staff	Parks Crew Members	Irrigation, construction	Park Certifications

Organizational resources available for carrying out proposed work

The Parks and Recreation Department possesses the capacity and resources to complete this project, including office space, computers, and accounting system, as well as the ability to hire staff or manage consultants if needed. The Department has the ability to collect and report required fiscal and programmatic information. The City of Englewood uses a fund accounting structure defined by Governmental Accounting Standards Board guidelines.

Experience and capacity for working in partnerships and coalitions

Joe Sack, Facility/Program Supervisor, will represent the City of Englewood Parks and Recreation Department on the CPPW Coalition. Joe has been with the City for over sixteen years and has extensive experience working with boards, commissions, and community groups. Estimating workload responsibilities, staff time availability to work with the Coalition would vary between 3-5 hours per month. Additional hours could be devoted based upon Coalition Activities.

Coalition or partnership	Role	Years in which participated
Colorado Physical Activity and Nutrition (COPAN)	Partner	2005 - present
Fall Prevention Network	Partner	2002 - present
Live Well Colorado	Partner	2005 - present
Englewood Schools - 21st Century Community Learning Centers Program	Partner	2001 - 2005, 2009 - present
Volunteers of America (VOA)	Partner	1979 - present

Page limit for Box 9 is 2.

10. Community involvement (10 points) Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

Prior experience with each community selected
The Parks and Recreation Department has an extensive history and experience working with community members. We work with youth, families and seniors to meet their service and recreational needs on an ongoing basis. The Department values community input and participation; we are in the people business.
Community involvement
The Englewood Parks and Recreation Department will partner with the Englewood Public School District and Denver Urban Gardens (DUG) to complete this project. Each partner took an active role in the development of this application by contributing general information about their organizations, determining their roles and developing the budget. The mission of Englewood Schools is dedicated to safe, caring, progressive, community-centered schools, and to develop the full potential of all students as contributing members of a rapidly changing world through academically excellent educational programs. Englewood Public School District will be providing the land, water access and staff resources to develop and maintain the gardens. The School District will also provide the educational programming for the youth as well as the entire Englewood Community. DUG offers neighborhoods the essential resources for community gardens, including on-going technical expertise with designing and building gardens; supporting garden organization, leadership, outreach and maintenance; utilizing gardens as extraordinary places for learning and healthy living; and linking gardens with related local food system projects and policy. DUG envisions a thriving and connected network of deeply-rooted community gardens, conceived of, cultivated and supported by local residents and institutions throughout the urban neighborhoods of greater Metro Denver.

Page limit for Box 10 is 1.

11. Feasibility of completing activity within 19 months (10 points) Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

The Community Garden Program will be coordinated through the Englewood Parks and Recreation Department, with the support of our partners Englewood Schools and Denver Urban Gardens (DUG). With the Department's recent completion of a community garden we have found that we have the sufficient resources to expand our program. Forming a neighborhood planning/steering committee will begin immediately. This leadership team of volunteers who want to be active in our community and provide access to healthy alternatives will continually guide us through the development process. Analysis of specific site locations for the gardens will begin shortly after the steering committee is in place. The garden designs will accommodate each garden site with its own unique characteristics and specific needs. The Parks and Recreation Staff are familiar with both locations and have vast experience in landscaping and irrigation. This will ensure that the work can begin immediately and be completed during the funding period for both community garden locations.

Soil tests and water tap issues have been identified as potential obstacles, but alternative plans such as modifying locations will be considered if issues develop..

Letters of Agreement are attached and have also been included with application as a PDF.

Page limit for Box 11 is 1.

12. Budget Form

Row				Requested, 7/23/10 to 3/18/12
	Positions			
1	**Name or job title**	**Salary**	**Fringe**	
2	Joe Sack, City of Englewood Project Management	$3,695.	$1,219.	$4,914.
	Dave Henderson, Englewood School District Project Management	$3,600.	$1,188.	$4,788.
3	**Consultant costs**			$5,400.
	Denver Urban Gardens			
4	**Supplies**			$63,115.
	Irrigation	$19,200.		
	Amend Garden Soil	$ 1,200.		
	Pathways	$ 2,300.		
	Perimeter Fencing	$16,000.		
	Tool Shed and Compost Bins	$ 5,800.		
	Plantings	$ 2,995.		
	Signage	$ 4,400.		
	Lumber	$11,220.		
5	**Equipment**			0
6	**Travel**			$ 563.
7	**Sub-contracts**			$4,700.
	Irrigation -	$ 3,200.		
	Garden Soil - Pathways	$ 1,500.		
	Fencing -	$ 0.		
	Tool Shed and Compost Bins -	$ 0.		
	Plantings -	$ 0.		
	Signage -	$ 0.		
8	**Other**			0
9	**Subtotal**			$83,480.
10	**Indirect**			0
11	**Grand total**			$83,480.

13. Budget Narrative

Row 1. Salaries:

Joe Sack (Staff) and Dave Henderson (Schools Representative) will manage and coordinate project.

Breakdown as follows:

City of Englewood – 5% of staff salary $3,695.

School District – 5% of staff salary $3,600.

Total Salary: $ 7,295.

Row 2. Fringe benefits: Each staff person receives fringe benefits (health insurance, dental insurance, etc.) of 33%.

Total salary $ 7,295. X 33% = $ 2,407.

Row 3. Consultants: Denver Urban Gardens is a partner of this project as well as offers consultant services.

Project Management		$5,400.
- Design, community organization, construction management	$1,500.	
- Volunteer coordination, materials scheduling	$2,400.	
- Leadership, horticulture and compost training	$1,500.	

Row 4. Supplies:

Irrigation		$19,200.
Water tap and fees: ($8,000 per site)	$16,000.	
Backflow and cage/sub-meter drain/drip system	$ 1,900.	
PVC Pipe, couplers and spigots	$ 500.	
Hose Reel Posts (16 - $50/each)	$ 800.	
Amend Garden Soil		$ 1,200.
Compost (60 yds. -$20/yrd)		
Pathways		$ 2,300.
Weed Barrier	$ 500.	
Crusher-fine gravel (90 tons -$20/ton)	$ 1,800.	
Perimeter Fencing		$16,000.
Black coated chain link (1500 ft. -$10ft.)	$15,000.	
Gates (4 - $250/each)	$ 1,000.	
Tool Shed and Compost Bins		$ 5,800.
Shed (2 - $2,500/each)	$ 5,000.	
Compost Bins (4 - $200/each)	$ 800.	
Plantings		$ 2,995.
Perimeter Hedge (135 - $15/each)	$ 2,025.	
Perimeter Beds (85 - $7/each)	$ 595.	
Mulch for beds (15yds. - $25/yrd.)	$ 375.	

Signage		$ 4,400.
Garden Sign (2 – $1,000/each)	$ 2,000.	
Information Board (2 - $1,200/each)	$ 2,400.	
Lumber		$11,220.
Redwood for raised beds and edging of plots (2,200 ft - $5.10/ft.)		

Row 5. Equipment: All necessary equipment will be provided by partners to complete this project.

Row 6. Travel: Consultant Travel	$ 563.
Consultant Travel (75 trips x ave. 15 mile/trip x .50)	

Row 7. Sub-contracts: Labor and Installation		$ 4,700.
Irrigation -	$ 3,200.	
Garden Soil - Pathways	$ 1,500.	
Fencing - Installation included in estimate	$ 0.	
Tool Shed and Compost Bins - Installation included in estimate	$ 0.	
Plantings -Volunteer Gardeners Installed	$ 0.	
Signage - Installation included in estimate	$ 0.	
Lumber - Volunteer Gardeners Installed	$ 0.	

Row 8. Other: Telephone, internet, postage, deliveries, printing, copies, rent, and utilities will be provided by the partners to complete this project.

Row 10. Indirect: All indirect overhead costs will be provided by the partners to complete this project.

In-kind resources:

From other sources:

- The partners will contribute the additional staff hours plus any needed administrative support; supplies; travel (mileage); any additional costs for materials production; and any additional indirect costs to complete this project.

Budget narrative page limit is 3.

Letter of Agreement Form

Date:	July 19, 2010
The following organizations:	Englewood Public School District
Agree to complete the following activities:	Assist with the planning, development and ongoing sustainability of the Community Gardens at Charles Hay Elementary School, 3195 S. Lafayette St., Englewood and Clayton Elementary School, 4600 S. Fox, Englewood.
These organizations will complete a formal agreement through a subcontract, memorandum of agreement or other specified mechanism by what date?	December 1, 2010
What type of agreement mechanism will be used?	Community Garden Agreement
I understand my role and the project budget.	
Signatures:	
	Brian Ewert
	Superintendent

Letter of Agreement Form

Date:	July 19, 2010
The following organizations:	Denver Urban Gardens
Agree to complete the following activities:	Assist with the planning, development and ongoing sustainability of the Community Gardens at Charles Hay Elementary School, 3195 S. Lafayette St., Englewood and Clayton Elementary School, 4600 S. Fox, Englewood.
These organizations will complete a formal agreement through a subcontract, memorandum of agreement or other specified mechanism by what date?	December 1, 2010
What type of agreement mechanism will be used?	Community Garden Agreement
I understand my role and the project budget.	
Signatures:	
	Michael Buchenau
	Executive Director

EXHIBIT B

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

SCOPE OF WORK

Pursuant to the terms of the 2010 CPPW Grant Contract, the Tri-County Health Department ("TCHD") and City of Englewood ("Grantee") agree to the following Scope of Work:

I. Statement of Purpose

The purpose of the Scope of Work is the implementation of an approved project of the Grantee that is to be funded by TCHD through the "Communities Putting Prevention to Work Initiative" ("CPPW"), as awarded by the Centers for Disease Control and Prevention ("CDC"). Grantee agrees to administer and complete the proposed Project ("Project") as delineated in this Scope of Work and in the Grant Proposal, which is attached as Exhibit A.

II. CPPW Initiative Goal and Strategies

The overall goal of the CPPW Grant is to increase opportunities for residents of Adams, Arapahoe and Douglas Counties to make healthy choices related to food and physical activity by making sustainable policy, systems and environmental changes in schools and communities. The Grantee shall implement the following strategy:
1) Develop, construct, organize and plant two community gardens, one each at Englewood School District's Charles Hay Elementary School and Clayton Elementary School. If soil or water tap issues are identified, alternative school site(s) will be identified.

III. MAPPS Strategies

1) Access: Healthy food/drink availability – Establish a community garden.

2) Access: Safe, attractive, accessible places for activity – Establish a community garden.

IV. Specific Activities

Phase 1: 2010

Task 1: Develop Intergovernmental Agreement with Tri-County Health Department - Communities Putting Prevention to Work. Responsible Parties – Englewood Project Manager Joe Sack.

Update current agreement with Denver Urban Gardens (DUG). Develop Intergovernmental Agreement with Englewood School District. Responsible Parties – Englewood Project Manager Joe Sack.

Deliverable: DUG hired (if existing contract is not already in place).

Task 2: Form a volunteer neighborhood planning/steering committee of leaders who will represent each garden location. Members will include youth, parents, neighbors of site, School site representative, DUG representative, School District representative and City representative. Committee will ensure representation of traditionally underserved communities. Responsible Parties –Englewood Project Manager Joe Sack.

Deliverable: Document formation of steering committee and leadership team, including membership.

Task 3: Finalize updated DUG Agreement and intergovernmental with Englewood School District, and present to City Council for approval. Responsible Party – Englewood Project Manager Joe Sack.

Deliverable: Agreements approved by City Council.

Task 4: Analyze specific site locations for community gardens at both schools. Responsible Party –Englewood Project Manager Joe Sack.

Deliverable: Locations confirmed or revised if necessary.

Task 5: Create garden designs. Reviewed by City of Englewood Staff and Englewood School District and approved by each Steering Committee. Responsible Party – Denver Urban Garden.

Deliverable: Gardens designed; community design workshops documented; site/sketch plans provided to TCHD.

Phase 2: 2011-2012

Task 6: Build gardens, including vertical improvements, landscaping, crusher fine pathways, perimeter fencing and gate, accessory shed, compost bins, community amenities. Ensure gardens are wheelchair accessible and ADA compliant. Responsible Party – Englewood Project Manager Joe Sack.

Deliverable: Gardens built, including all specifications above. Documented by photos.

Task 7: Attend TCHD's Planning Active Community Environments (PLACE) training on January 28, 2011. The team shall consist of at least three individuals, preferably at least one from each of the three partner organizations. TCHD encourages the city to

invite participation by a community member active in the garden. Responsible Party – Englewood Project Manager Joe Sack.

Deliverable: Document attendance and completion of immediate and 6-month evaluations.

Task 8: Organize the garden, determine guidelines and distribute plots. Responsible Party – Steering Committee.

Deliverable: Documentation of guidelines, number of plots distributed.

Task 9: Open and plant garden. Responsible Party - Steering Committee.

Deliverable: Document garden has opened and is planted. Documented by photos.

Task 10: Track garden usage and production in first year. Survey participants on use of produce, if appropriate. Responsible Party – Steering Committee.

Deliverable: Report to include, by garden, summary of number and types (e.g., children, adults, seniors) of community members and gardeners involved in the programming, ethnicity of gardeners, types of produce planted/harvested, estimate of volume of produce harvested (to the extent information is available), produce users (e.g., gardener families, others), and if participants report an increased fruit and vegetable consumption as a result of participation in the gardens.

V. Timeline

See attached document, revised to reflect any task changes from the grant application and the execution date of the contract.

VI. Project Staffing

Identify City of Englewood and DUG staff who will conduct work under this grant, and the tasks that each will perform.

Joe Sack, City of Englewood, and Dave Henderson, Englewood Schools will manage and Denver Urban Gardens will be hired as consultants to manage the project.

Any in-kind hours/services are to be reported in the progress reports to TCHD.

VII. Use of Grant Funds

Grantee shall only expend Grant funds as allowed in accordance with this Scope of Work, the Grant Contract, the Budget and the applicable requirements of the CDC and the U. S. Department of Health and Human Services ("HHS"). Except as allowed in Section III(A)3, Grantee shall not contract with any entity or person without the prior written authorization of TCHD. Grantee shall not expend Grant funds in any other manner except for prior written permission of TCHD.

VIII. Payment

Grantee shall be paid at the beginning of contract upon the enactment of the Grant Contract and/or upon the receipt of funds by TCHD from the CDC, whichever is later. The Grant dollars shall include those costs included in the Budget, and such amount shall comprise the sum of salary and/or contractual costs, fringe benefit costs, indirect costs and cost of materials and seeds/seedlings for the gardens.

IX. Project Expenses

Grantee shall use Grant funds to cover expenses associated with the Project. Grantee shall not expend Grant funds on any expense prohibited by the Grant requirements set forth by TCHD and CDC.

X. Reporting Requirements

Grantee shall complete and submit the progress, final and financial reports to TCHD, in the format developed, and to be provided, by TCHD, and at a time directed by TCHD. Grantee shall submit progress reports regarding the previous reporting period, on or before the following dates:

1. **February 18, 2011;**
2. **July 15, 2011;**
3. **October 21, 2011 and**
4. **January 20, 2012.**

Grantee shall submit financial reports on a schedule to be developed and provided by TCHD.

Grantee shall submit a final report on or before March 18, 2012. Grantee acknowledges that all Reports must meet the requirements of the Grant, TCHD, CDC and HHS.

XI. Evaluation activities

Grantee shall participate in evaluation activities integrated in this Scope of Work and in TCHD's overall evaluation of this initiative.
TCHD recommends continued monitoring of participation and produce yield at each garden after the Grant period ends. Submit to TCHD garden participation and growth information.

TCHD will continue to provide evaluation support and assistance after the grant period ends.

XII. Subcontractors

The Grant Funds may be used to retain the services of an engineering firm to assist the Grantee in the design and development of the Grant Project, subject to the requirements and guidelines of the CDC and the HHS, a copy of which shall be made available to the Grantee upon request.

EXHIBIT C

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

BUDGET

City of Englewood Parks & Recreation

Budget Category	Hours	Cost/hour	Wage	Fringe	Other	Total
PERSONNEL (job titles)				**30%**		
Joe Sack PM (30% fringe)	104	$35.53	$3,695	$1,109		$4,804
Dave Henderson	104	$34.62	$3601	$1,080		$4,681
CONSULTANT						
DUG						$5,400
CONTRACTOR						
SUB-CONTRACTOR				$4,700		
Irrigation, fencing, etc						
OPERATIONS						
Supplies				$63,115		
TOTAL BUDGET	**208**					**$83,262**

EXHIBIT D

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

FORM OF PROGRESS REPORT

Project Director: _____

Jurisdiction: _____

In addition to submitting this form, please attach answers to the following questions:

Questions 1-6 should be between 1 – 3 pages total

1. List progress toward meeting goals and objectives as per the evaluation methods outlined in Grant Application.

2. Describe how your project has added value.

3. Describe your participation and your partnerships.

4. Identify challenges encountered during this period of the grants and how your organization is addressing these challenges.

5. MAPPS Strategies met.

6. Include a brief vignette of a milestone reached.

7. Please list in-kind and any other sources of support for this intervention not recognized in the original grant.

8. Please list and attach all published or produced materials, pictures, etc. for this grant period.

9. Please attach a current accounting of grant funds comparing the original budget to the expenses to date, including a narrative report discussing any variances between the proposed budget and the actual expenses and revenues.

I certify that the information contained in this report is true and correct to the best of my knowledge.

Signature of the Project Director Date

Submit this form and your responses to:

Nancy Geha, Ed.D.
CPPW Partnerships Coordinator
Tri-County Health Department
6162 S. Willow Drive
Suite 100
Greenwood Village, Colorado 80111

EXHIBIT E

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

FORM OF FINAL REPORT

Organization Name:

_____

Contact Name:

_____

Period Covered: September 2011 – March 18th, 2012

Project Summary:

1. List each intervention outlined in the original grant proposal.

Intervention #	**Brief Description**	**MAPPS Strategies**	**Actual Results (Including Numbers)**
Intervention 1			
Intervention 2			
Intervention 3			

2. Please provide a short summary **(200 words or less)** describing the outcomes and accomplishments for this project. Additionally, please discuss your plans for continuing this project beyond the grant period. Note: This information will be submitted the CDC and may be published.

Grant Report Narrative – up to 5 pages:

3. Please describe the progress made toward the goals and objectives as stated in the original grant application, including a discussion about any significant challenges encountered and how your organization addressed these challenges. Please reflect on how any training or technical assistance received during the grant contributed to your process, progress and/or results.

4. What difference did this grant make in your community and how did it add value to healthy eating/physical activity for the population you are serving? Please include any evidence, including survey results, pre and post tests results, outcomes, community indicators, etc., to substantiate your conclusions.

5. Describe what your organization learned based on the results and outcomes discussed above and what, if any, programmatic and/or organizational changes that will be made based on the results and outcomes of the grant.

I certify that the information contained in this report is true and correct to the best of my knowledge.

Signature of the Project Director Date

Submit this form and your responses to:

Nancy Geha, Ed.D.
CPPW Partnerships Coordinator
Tri-County Health Department
6162 S. Willow Drive
Suite 100
Greenwood Village, Colorado 80111

EXHIBIT F

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

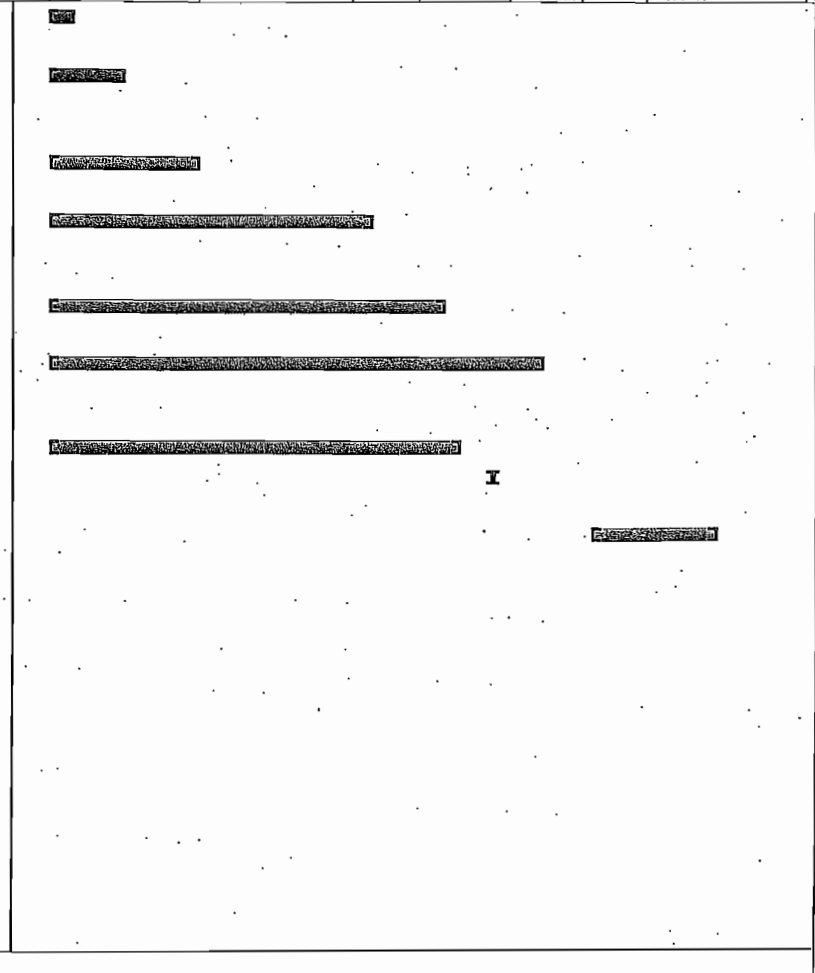
FORM OF FINANCIAL REPORT

Budget Category	Hours	Cost/hour	Other	Total Dollars
PERSONNEL (job titles)				
CONSULTANT				
CONTRACTOR				
OPERATIONS (list line items)				
TOTAL BUDGET				

Please attach to this report a copy of an income and expense report and general ledger generated on your internal accounting software for the Grant Period, or any part thereof, as well as a copy all receipts, invoices, or other evidence of all income and expenses associated with the funding and disbursement of this Grant.

City of Englewood Gardens Project Timeline

ID	Task Name	Duration	Start	Finish
1	Conduct planning meeting with key stakeholders from both sites and partners	5 days	Mon 11/1/10	Fri 11/5/10
2	Form a volunteer neighborhood planning/steering committee of leaders who will represent each garden location	11 days	Mon 11/1/10	Mon 11/15/10
3	Analyze and select specific site locations for community gardens at both schools	22 days	Mon 11/1/10	Tue 11/30/10
4	Develop and finalize Intergovernmental Agreement with Tri-County Health Department (TCHD) - Communities Putting Prevention to Work and present to City Council	47 days	Mon 11/1/10	Tue 1/4/11
5	Update current agreement with Denver Urban Gardens (DUG)	57 days	Mon 11/1/10	Tue 1/18/11
6	Develop Finalize Intergovernmental Agreement with Englewood School District and present to City Council for approval	71 days	Mon 11/1/10	Mon 2/7/11
7	Create and approve garden designs	60 days	Mon 11/1/10	Fri 1/21/11
8	Attend TCHD's Planning Active Community Environments (PLACE) training	1 day	Fri 1/28/11	Fri 1/28/11
9	Organize the garden, determine guidelines and distribute plots	17 days	Fri 2/18/11	Mon 3/14/11
10	Build gardens. Construction will start as weather permits.	56 days	Sun 5/1/11	Fri 7/15/11
11	Open and plant gardens	56 days	Sun 5/1/11	Fri 7/15/11
12	Provide preliminary report on garden usage and production in first year	71 days	Fri 7/15/11	Fri 10/21/11
13	Provide final report on garden usage and production for 2011	66 days	Fri 10/21/11	Fri 1/20/12
14	Provide second season report. Include progress and distribution plot report of returning gardeners	42 days	Fri 1/20/12	Sun 3/18/12
15				
16				



City of Englewood Gardens Project Timeline

ID	Task Name	Duration	Start	Finish	October	November	December	January	February	March
17										

City of Englewood Gardens Project Timeline

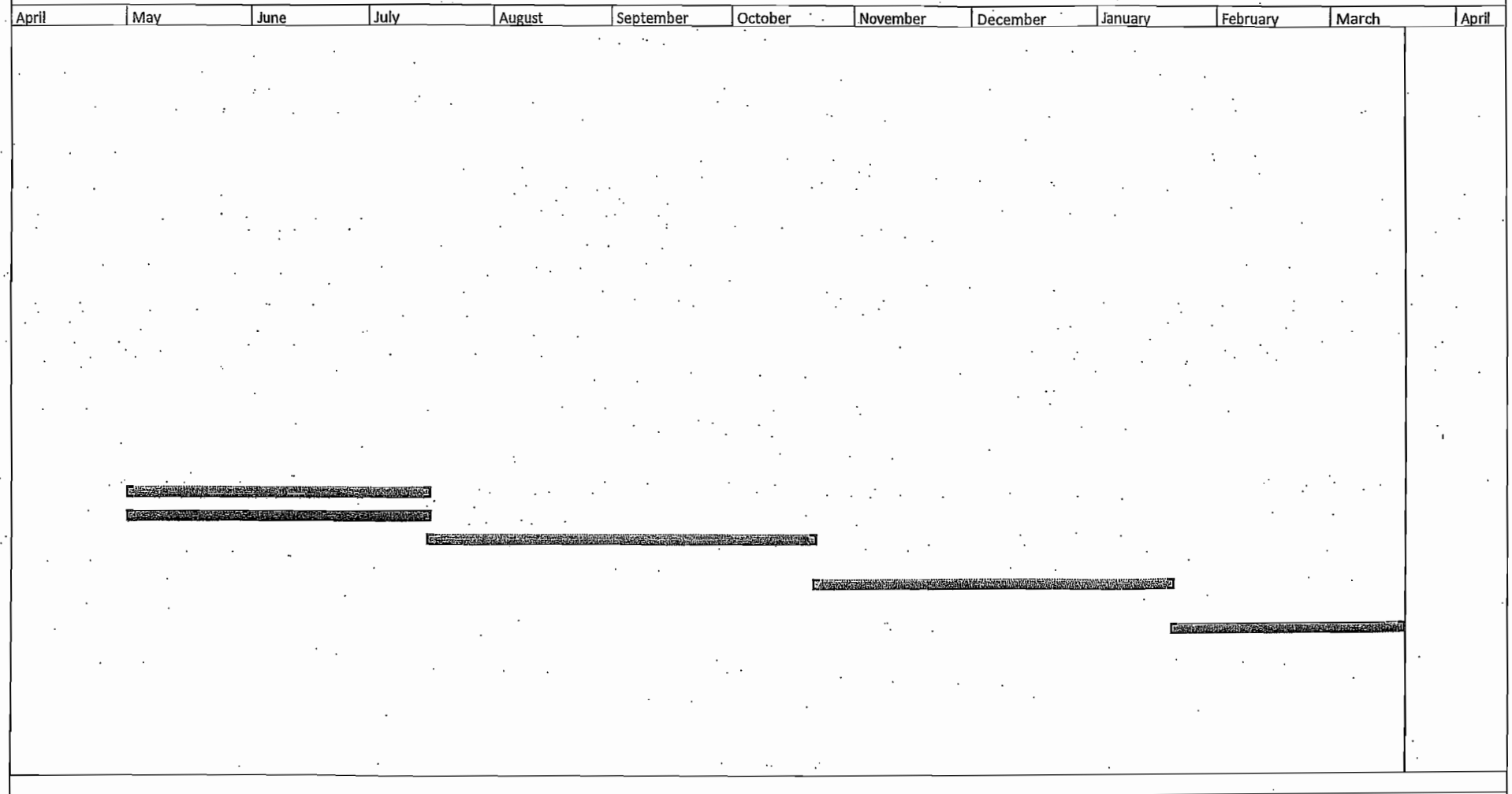


EXHIBIT Z

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

C.R.S. 8-17.5-101 COMPLIANCE

As required by C.R.S. §8-17.5-102, Grantee certifies and agrees as follows:

(1) Grantee shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Contract

(2) Grantee or shall not enter into a contract with a subcontractor that fails to certify to Grantee that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

(3) Grantee has verified or attempted to verify through participation in the "Basic Pilot Program," which is an employment eligibility confirmation program through the U.S. Department of Homeland Security and the Social Security Administration, that Grantee does not employ any illegal aliens; however, if Grantee is not accepted into the "Basic Pilot Program" prior to entering into this Contract, Grantee shall, apply to participate in the "Basic Pilot Program" every three months until Grantee is accepted or this Contract has been completed, whichever is earlier. (For information on applying to the "Basic Pilot Program," Consultant may log on to https://www.vis-dhs.com\employerregistration). Notwithstanding the forgoing compliance with this subsection Q.(3) is not required if the "Basic Pilot Program" is discontinued, if Grantee does not employ any employees or if Grantee is a governmental entity.

(4) Grantee shall not use the "Basic Pilot Program" procedures to undertake preemployment screening of job applicants while this Contract is being performed.

(5) If Grantee obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, then Grantee shall: (a) notify the subcontractor and TCHD within three days that Grantee has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontractor with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Grantee shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) Grantee shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that TCHD is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

(7) If Grantee violates any of the provisions of this Exhibit Z, TCHD may immediately terminate this Contract effective upon the receipt by Grantee of written notice of termination from TCHD, and Grantee shall be liable for actual and consequential damages to TCHD.

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 6, 2010	9 a iv	IGA with Tri-County Health Department Regarding Communities Putting Prevention to Work Grants Awarded to Community Development
Initiated By:		**Staff Source:**
Community Development Department		John Voboril, Planner II

PREVIOUS COUNCIL ACTION

Council was briefed on three health-oriented grant funding proposals submitted by Community Development to Tri-County Health Department for funding under the Communities Putting Prevention to Work (CPPW) program at Council Study Sessions held on June 21 and November 22, 2010.

RECOMMENDED ACTION

Staff recommends Council adopt a bill for an ordinance authorizing an Intergovernmental Agreement (IGA) between the City of Englewood and Tri-County Health Department that authorizes the City to receive CPPW funding for the express purpose of carrying out the tasks outlined in two health-oriented projects.

BACKGROUND AND ANALYSIS

Tri-County Health Department applied for and was granted Federal Stimulus Funds authorized by the American Recovery and Reinvestment Act of 2009 to be used to fund the Communities Putting Prevention to Work (CPPW) program. These funds are to be distributed locally in support of health-oriented projects aimed at curbing obesity through the promotion of healthy exercise and eating habits.

Community Development submitted two proposals to Tri-County Health for CPPW funds:

- Englewood Master Bicycle Plan Route Development Study and Implementation Program
- Downtown and Medical District Complete Street Assessment Study

The Englewood Master Bicycle Plan Route Development Study and Implementation Program will allow the City to implement the 2004 Master Bicycle Plan by designating a complete set of signed City-wide, on-street bicycle routes as well as miscellaneous bicycle infrastructure that will promote bicycling as a healthy and attractive mode of transportation throughout the community. The Downtown and Medical District Complete Street Assessment Study is intended to take a close look at the Broadway and Old Hampden Avenue corridors in order to make recommendations on how

to make the two corridors more pedestrian-friendly in order to encourage area residents, visitors, and employees to walk more frequently within and between the Downtown and Medical Districts.

FINANCIAL IMPACT

CPPW funds will be used to hire consultants and contractors to perform the work outlined in the proposals. The CPPW funds cover all expenses incurred by the two projects. No City matching funds were required and none have been budgeted toward the two projects.

ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 52
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING ACCEPTANCE OF THE "2010 COMMUNITIES PUTTING PREVENTION TO WORK (CPPW) GRANT CONTRACT" BETWEEN TRI-COUNTY HEALTH DEPARTMENT AND THE CITY OF ENGLEWOOD, COLORADO PERTAINING TO COMPLETE STREET ASSESSMENT STUDY AND THE BIKE/PED PLAN STUDY AND DEVELOPMENT PROGRAM.

WHEREAS, Tri-County Health Department is participating in the national initiative called Communities Putting Prevention to Work (CPPW) Initiative, funded through the U.S. Department of Health and Human Services (HHS), Centers for Disease Control (CDC) which seeks to support public health efforts to increase the availability of healthy foods and beverages, improve nutrition and reduce obesity, and increase physical activity; and

WHEREAS, using Tri-County Health Department's (TCHD) allocated funds from the CPPW Initiative, TCHD will be making grants that focus on policy, systems and environmental changes that promote healthy eating and physical activity; and

WHEREAS, the City of Englewood submitted a Grant Proposal and has been awarded the Grant Funds to complete the Grant Project, subject to the terms of this Contract and the Grant Application Documents; and

WHEREAS, TCHD offered the City up to $238,634.00, for the City of Englewood "Complete Street and Bike/Pedestrian Plan" and the "Complete Streets Assessment Study" (the Project);

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 approves the intergovernmental agreement and accepts the "2010 CPPW Grant Contract Communities Putting Prevention To Work" for the Complete Street Assessment Study and the Bike/Pedestrian Plan from Tri-County Health Department, attached hereto as Exhibit 1.

Section 2. The Mayor is authorized to execute said intergovernmental agreement regarding the grant for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 6th day of December, 2010.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of December, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of December, 2010 for thirty (30) days.

James K. Woodward, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of December, 2010.

Loucrishia A. Ellis

EXHIBIT 1

Tri-County Health Department

2010 CPPW GRANT CONTRACT
COMMUNITIES PUTTING PREVENTION TO WORK

Date: October 7, 2010

TCHD:

Tri-County Health Department
6162 South Willow, Suite 100
Greenwood Village, Colorado 80111
Phone: 720-200-1528
Fax: 303-220-9208

GRANTEE:

City of Englewood
1000 Englewood Parkway
Englewood, Colorado 80110
Attn: John Voboril
Phone: 303-783-6820

Grant Number: **DUN Number:**

Grant Project: **Complete Street & Bike/Ped Plan**

Grantee Project Director: John Voboril

Grant Funds: **$238,634**

Grant Term: **October 7, 2010 thru March 18, 2012**

Grant Documents:
Exhibit A – Grant Proposal – Dated June 25, 2010
Exhibit B – Scope of Work Part A and B
Exhibit C – Budget
Exhibit D – Form of Progress Report (See Scope of Work)
Exhibit E – Form of Final Report (March 18, 2012)
Exhibit F – Form of Financial Report (See Scope of Work)
Exhibit Z – Illegal Alien Provisions

Each of the foregoing definitions shall be deemed a substantive part of this Contract, and the foregoing Exhibits shall be deemed incorporated herein by reference.

AGREEMENT

This 2010 CPPW Grant Contract ("Contract"), is made effective as of October 7, 2010 by and between the Tri-County Health Department ("TCHD"), and City of Englewood ("Grantee"). TCHD and Grantee may each be referred to herein, individually, as a "Party", or collectively, as "the Parties". The terms Party and Parties shall include their respective successors and assigns.

RECITALS

WHEREAS, TCHD is the District Public Health Agency for the Counties of Adams, Arapahoe and Douglas, Colorado; and

WHEREAS, Grantee is a local governmental entity, special district or school district within the Counties of Adam, Arapahoe and Douglas; and

WHEREAS, TCHD is participating in the national initiative Communities Putting Prevention to Work ("CPPW Initiative"), funded through the U.S. Department of Health and Human Services ("HHS"), Centers for Disease Control (CDC) which seeks to support public health efforts to increase the availability of healthy foods and beverages, improve nutrition and reduce obesity, increase physical activity; and

WHEREAS, using TCHD's allocated funds from the CPPW Initiative, TCHD will be making grants that focus on policy, systems and environmental changes that promote healthy eating and physical activity; and

WHEREAS, Grantee has submitted the Grant Proposal, and has been awarded the Grant Funds to complete the Grant Project, subject to the terms of this Contract, and the Grant Documents, specifically including, but not limited to, the Scope of Work and Budget; and

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements hereinafter set forth, TCHD and Grantee agree as follows:

1. Points of Contact. In order to implement the terms of this Contract, each party has designated a point of contact for communications concerning this Contract. The TCHD point of contact shall be Nancy Geha, Ed.D, until changed by written notice to Grantee. The Grantee point of contact shall be the Grantee Project Director, as set forth above, until changed by written notice to TCHD.

2. Term. The term of this Contract shall be from September 3, 2010, thru March 18, 2012. No extensions or renewals of this Contract, or of the Grants Funds provided herein, shall be allowed.

3. Grant Funds. TCHD hereby awards the Grant Funds to Grantee, to be used exclusively for the purposes specified in the Scope of Work and the Grant Proposal, and in accordance with the Budget. The payment of the Grant Funds shall be made pursuant to the terms of the Scope of Work. Grantee shall directly administer the Grant Project, and agrees that no Grant Funds shall be disbursed to any individual, organization or entity other than as specifically set forth in the Grant Documents, or as may hereinafter be permitted by prior written authorization of TCHD.

4. Budget. Grantee shall use the Grant Funds according to the Budget. Grantee shall keep a systematic record on a fund accounting basis of the receipt and disbursement of the Grant Funds and the expenditures incurred under the terms of this Contract, and a copy of all substantiating documents (such as bills, invoices, cancelled checks, receipts, etc.), which shall be retained in

Grantee's files for a period of not less than four (4) years after expiration of the Grant Term. Grantee agrees to promptly furnish copies of such documents to TCHD upon request, or at such earlier time as set forth herein.

5. Unspent Grant Funds: Grant Funds that have not been dispersed by TCHD to Grantee by the end of the Grant Term, in accordance with the terms of the Scope of Work, shall not be dispersed. On or before the expiration of the Grant Term, Grantee shall remit to TCHD all unspent Grant Funds.

6. Limitation of Funding. It is agreed by the Parties that should HHS or CDC disapprove of this Contract, or refuse or fail to provide TCHD with funds necessary to make the Grant, as determined by TCHD in its sole and absolute discretion, then this Contract shall be void and shall not be binding on the Parties hereto. Additionally, the disbursement of Grant Funds under this Contract may be suspended or terminated in the event that Grantee refuses to accept additional terms or conditions to this Contract that may be imposed by HHS after the effective date of this Contract. In the event that HHS fails to provide TCHD with the funds to make the Grant, TCHD shall notify Grantee immediately, and Grantee shall immediately cease performing any work under the terms of this Contract until funding is made available.

7. No Guarantee of Additional Support: This Grant is accepted by Grantee with the understanding that TCHD is not obligated to provide any additional financial support to Grantee for the Project, or otherwise.

8. Accounting and Audit. Grantee agrees to retain all records pertinent to this Contract for a period of four (4) years after final payment hereunder, or for such longer period as required by State or Federal Law, including records which adequately identify the source and application of the Grant Funds. During the Term, and as long thereafter as the records are maintained, at any time during normal business hours, Grantee shall make available to TCHD, or to HHS, the State and the Comptroller General of the United States, or their authorized representatives, any books, documents, papers or other records of Grantee with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts.

9. Termination. If Grantee should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in this Contract, and such default is not cured for a period of thirty (30) days after written notice thereof has been given to Grantee, TCHD, at its sole election, may immediately terminate this Contract by written notice thereof to Grantee. In the event of termination under this Section 9, Grantee shall reimburse TCHD for all unspent Grant Funds as of the termination date.

A. Notwithstanding the provisions of this Section 9, TCHD may terminate the Contract immediately and receive full reimbursement of the funds granted hereunder in the event TCHD does not receive the reports set forth in Section 15, herein, as well as those reports that may be required by the Scope of Work.

10. Materials. TCHD shall receive copies of all surveys and tools, methodologies, studies, evaluations, presentations, training and educational materials, reports, articles and other publications and materials created in connection with the Grant (collectively, the "Materials"), if

any, at no charge. Grantee grants TCHD a limited, non-exclusive license to use such Materials for its non-commercial purposes.

11. Work Quality. Grantee warrants to TCHD that all work performed will be of good quality, and in conformance with this Contract.

12. Acknowledgement. TCHD shall be given visibility at all symposia, conferences and other presentations or events and recognition in all printed and electronic Materials created in connection with this Grant and the CPPW Initiative. TCHD may release information regarding this Grant and the CPPW Initiative to the general public and news media. Grantee grants to TCHD a non-exclusive license to include Grantee's name in information pertaining to the Grant that is released to the public.

13. Personnel and Subcontractors:

A. All of the work to be performed pursuant to the Scope of Work will be performed by the Grantee or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

B. None of the work to be performed by Grantee shall be sub-granted to any other party without the prior written approval of TCHD. Grantee shall only subcontract work as allowed in the Scope of Work, and in the event Grantee uses subcontractors, Grantee shall comply with all of the requirements set forth by the CDC and the HHS with the regard to the use of subcontractors. Failure to obtain TCHD's prior approval of any additional sub-grantors or subcontractors shall result in the disallowance of reimbursements for any work provided by any sub-grantor or subcontractors prior to approval of the sub-grantor or subcontractor.

C. Grantee shall obtain the appropriate back-ground checks for all employees, volunteers and approved subcontractors, as may be required by State and Federal law.

14. Governmental Compliance:

A. The Parties will each comply with all applicable statutes, laws, rules, regulations, licenses, certificates, and authorizations of any governmental body or authority in the performance or carrying out of its obligations under this Contract. This Contract shall be subject to amendments of the applicable laws and regulations relating to the subject matter of this Contract. In the event any amendment to the applicable laws and regulations creates an inconsistency with the terms of this Contract, the Parties shall use their best efforts to accommodate both the terms and intent of this Contract and such amendments.

B. It is agreed by both Parties that there shall be no discrimination on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

C. Grantee will cooperate with TCHD in supplying additional information to TCHD, or in complying with any procedures which might be required by any governmental agency in order for TCHD to establish that it has observed all requirements of the law with respect to this Grant.

D. In performance of its obligations under this Contract, Grantee shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR Part 92 regarding uniform requirements for the administration of HHS grants, and principles for determining costs applicable to activities assisted by HHS grants.

15. Reporting Requirements: Grantee shall comply with the specific reporting requirements set forth in the Scope of Work, as well as the following general reporting requirements:

A. A Progress Report substantially in the form attached hereto as Exhibit D, shall be due as set forth in the Scope of Work, and shall include, but not be limited to, the following information: a reasonably-detailed accounting of Grant Funds spent to date, with a detailed explanation of any variances from the Budget; progress made toward meeting objectives outlined in the Scope of Work and Grant Proposal; copies or examples of all materials produced as a result of the Project; and signed affirmation from the authorized signatory of Grantee that the report has been reviewed and approved.

B. A Final Report substantially in the form attached hereto as Exhibit E, shall be due as set forth in the Scope of Work. In addition to the information referenced in Section 15(A), the Final Report must include an evaluation of the impact of the work completed under the Grant.

C. A Financial Report substantially in the form attached hereto as Exhibit F, shall be due as set forth in the Scope of Work, and shall include, but not be limited to, a complete accounting of all income and expenses which adequately identify the source and application of the Grant Funds, a comparison budget showing actual verses budgeted expenses, and a copy of all expense receipts for all expensed Grants Funds.

~~16. Dispute Resolution: In the event of any dispute arising out of this Grant Contract, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree to not commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute shall be submitted to mediation in Arapahoe County, Colorado. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse.~~

17. Liability and Indemnification. Grantee agrees, to the fullest extent permitted by law, to indemnify and hold harmless TCHD against all claims, damages, liabilities, costs and expenses to the extent caused by acts of Grantee in connection with the Grant provided under this Contract. Each party agrees to provide the other party written notice within thirty (30) days of

the knowledge of any claim or controversy giving rise to a claim for indemnification as provided herein.

18. Insurance. Grantee shall maintain workers compensation insurance, auto insurance and general liability insurance, or self-insurance, in amounts consistent with local governmental standards. Grantee may self-insure for medical and professional liability pursuant to the Colorado Governmental Immunity Act.

19. Independent Contractors. The Parties acknowledge that they operate independently. Neither Grantee, nor any of its agents, representatives, or employees shall be considered agents, representatives or employees of TCHD. In no event shall this Contract be construed as establishing a partnership or joint venture or similar relationship between the Parties. Each party shall be liable for its own debts, obligations, acts, and omissions. **GRANTEE, ITS EMPLOYEE, VOLUNTEERS AND SUBCONTRACTORS UNDERSTAND THAT IT AND THEY ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS, WORKERS' COMPENSATION BENEFITS OR ANY FRINGE BENEFITS FROM TCHD.**

20. Controlling Documents. Inconsistencies in the Contract Documents shall be resolved in the following order, first with this Contract controlling the rights and obligations of the Parties, second with the Scope of Work and Budget controlling, then last with the Grant Proposal controlling.

21. Miscellaneous.

A. Notice. Any notice to be given hereunder by either Party to the other may be effected in writing by personal delivery, or by mail, certified with postage prepaid, or by overnight delivery service. Notices sent by mail or by an overnight delivery service shall be addressed to the Parties at the addresses appearing at the beginning of this Agreement, but either Party may change its address by written notice in accordance with this paragraph.

B. Third Parties. This Contract does not and shall not be deemed to confer upon any third party any right to claim damages, to bring suit or other proceeding against either TCHD or Grantee because of any term contained in this Contract.

C. Assignment. This Contract is predicated upon Grantees special abilities or knowledge, and Grantee shall not assign this Contract, in whole or in part, without the prior written consent of TCHD.

D. Severability. If any article, section, paragraph, sentence, clause or phrase of this Contract is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Contract.

E. Governmental Immunity. The Parties acknowledge and agree that TCHD and Grantee, and their respective officers and employees, are relying on, and do not waive

or intend to waive, by any provision of this Contract, 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 it is from time to time amended.

F. Annual Appropriation. Any financial obligation of Grantee resulting from the terms of this Agreement shall be subject to annual appropriation, pursuant to provisions of C.R.S. §29-1-110, as amended.

G. Entire Agreement. This Contract constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Contract. THERE ARE NO ORAL AGREEMENTS CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT.

H. Modification. This Contract may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.

I. Waiver. The failure of either Party at any time to require performance of the other Party of any provision of this Contract shall in no way affect the right of such Party thereafter to enforce the same provision, nor shall the waiver by either Party of any breach of any provision hereof be taken or held to be a waiver of any other or subsequent breach, or as a waiver of the provision itself.

J. Binding Agreement. This Contract shall be effective as of the date hereof and shall be binding upon and inure to the benefit of the successor or assign of either Party hereto.

K. Survival. The rights and obligations of the Parties shall survive the term of this Contract to the extent that any performance is required under this Contract after the expiration or termination of this Contract.

L. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same document.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS)

L. Governing Law. This Contract shall be governed by the laws of the state of Colorado.

IN WITNESS WHEREOF, the Parties have caused this 2010 CPPW Grant Contract to be executed by its duly authorized representatives.

TCHD:	**GRANTEE:**
TRI-COUNTY HEALTH DEPARTMENT	City of Englewood
_____	_____
Signature Date	Signature Date
Name: _____	Name: James K. Woodward
Title: _____	Title: Mayor

EXHIBIT A

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

GRANT PROPOSAL

Attached hereto, and incorporated herein by reference.

EXHIBIT A

APPLICATION FORM

1. Applicant information

Organization	City of Englewood Community Development Department		
Director	Alan White	**Title**	Director of Community Development
Director has approved proposal		☒ Yes ☐ No	
Contact name	John Voboril	**Title**	Planner II
Street address 1	1000 Englewood Parkway	**Street address 2**	
City	Englewood	**County**	Arapahoe
State	Colorado	**Zip**	80110
Email 1	jvoboril@englewoodgov.org	**Email 2**	
Phone 1	303-783-6820	**Phone 2**	
Web site	www.englewoodgov.org		
Type of applicant	☒ Local government	☐ Special district	
Are you submitting a coordinated proposal?	☒ Yes ☐ No	**If yes, who are your partners?**	Englewood Public School District

2. Focus area and population. Double space 12 point Times New Roman. Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

Describe population

Describe whom your activities will reach. Include information on demographic groups that will be a focus of your activities (such as age, race/ethnic, and/or income groups). Why did you select these groups?

The *Englewood Master Bicycle Plan Route Development Study and Implementation Program* that the City of Englewood Community Development Department is proposing as a candidate for CPPW funding specifically targets populations that were identified in the 2004 *Englewood Master Bicycle Plan* as potential beneficiaries of a City-wide bicycle route and trail system. These populations include school children, as well as potential bicycle commuters, shoppers, and recreationalists of all ages. The City is covered by a significant number of census tracts that meet the Federal Department of Housing and Urban Development low/mod income definitions. The development of formal bicycle routes with enhanced signage will make bicycling a more attractive option for these populations.

Geographic Community or Communities

What are the geographic area(s) in which you will implement the proposed activities? Why did you select these area(s)?

The *Englewood Master Bicycle Plan Route Development Study and Implementation Program* is a follow up implementation program for the 2004 *Englewood Master Bicycle Plan*. The goal of the Master Bicycle Plan is to provide a comprehensive bicycle route and trail system throughout the entire Englewood community, connecting to trails in adjacent municipalities and to trails that serve the entire region.

3. Selected Activity(ies) (30 points)

Note: fill out a copy of Boxes "3. Selected Activity," "4. Timeline" and "5. Coordination with Partners" for *each* activity you are proposing. Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

Proposed Activity

The *Master Bicycle Plan Route Development Study and Implementation Program* is intended to serve as an extension of the visionary work of the 2004 *Englewood Master Bicycle Plan*. The study will prioritize the previously identified routes, develop detailed safety profiles and signage plans for each route, and fund the purchase and installation of route signage and miscellaneous bicycle infrastructure. The contract will be awarded to a reputable consulting firm with bicycle planning experience. The route planning portion of the contract is expected to take six to nine months to complete, and the installation of route signage and miscellaneous bicycle infrastructure is expected to take an additional six to nine months.

Anticipated policy, systems or environmental change outcome resulting from the activity

Describe the measurable changes you expect as a result of each activity. What specific policy, systems or environmental change(s) will occur? For example, a local government may choose to implement vending machine nutrition guidelines/requirements for machines at government sites. The changes might be adoption of requirements, incorporation of the requirements in a vending procurement contract, and documentation that 100% of foods sold in vending machines meet the requirements.

The City of Englewood has not made improvements to the City's on-street bicycle routes since the 1970's. The on-street bicycle route system consists of a small number of routes that are geared more towards regional commuting between cities, and do not connect with important points of interest and activity within the Englewood community. The City of Englewood Community Development Department developed the *Englewood Master Bicycle Plan* in 2004, but has not had the staff resources to implement the plan in house, and has come to the realization that outside assistance is necessary. CPPW funding would make implementation possible. An

updated on-street bicycle route system will build on the current system, adding new routes in order to equally serve the entire community, greatly enhancing wayfinding signage to important points of interest and activity, and provide bicycle parking infrastructure in commercial areas where none currently exists. A more functional, higher quality bicycling system should result in an increase in bicycling activity throughout the community, and thus play a part in combating obesity.

What you will do to implement the activity

List up to 10 steps you will take to implement the activity in Box 4 below. Include who will complete the steps and the timeline for each step. Use this space to describe the 3-5 most important activities listed below.

The first of the four proposed steps, the RFP consultant selection process, is administrative in nature, and will be conducted by Community Development. The final three steps are the most critical and will be performed by the consultant funded by CPWW grant money under the supervision of Community Development. Each of these three steps is reliant upon the completion of the previous step. The final step results in the actual installation of route signage and bicycle improvements, which is the end goal of the project and represent tangible improvements that will enhance the bicycling user experience, encouraging healthy individual lifestyle choices.

Why you think these activities can achieve this outcome

The Master Bicycle Plan and Route Development Study and Implementation Program will result in a measurable number of new bicycle improvements representing a measurable dollar amount of investment in the community. The effectiveness of *The Master Bicycle Plan Route Development Study and Implementation Program* may also be evaluated in terms of measured increases in bicycle traffic counts, the number of parked bicycles found in various areas of the City, and student surveys at the beginning and at the end of the project. An increase in bicycle trips is expected.

4. Timeline of steps and milestones Provide a brief description of main steps to implement activity and who (staff name or position/organization) will do them.

Step	Quarters 1 to 7							Who is responsible?
	9/1/10	12/1/10	3/1/11	6/1/11	9/1/11	12/1/11	3/1/12	
RFP process to solicit proposals, interview firms, and award project	X							City of Englewood Project Manager
Detailed Study of Routes proposed in 2004 Bicycle Plan		X	X					City of Englewood Project Manager, Consultant
Develop signage and infrastructure improvements plans for each finalized route, as well as bicycle parking plan, including budget			X	X				City of Englewood Project Manager, Consultant
Manage acquisition and installation of signage and infrastructure improvements					X	X	X	City of Englewood Project Manager, Consultant

Page limit for Box 4 is 1.

5. Coordination with partners, collaborators and/or subcontractors. Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

Partners

How will you work with partners? Use the table below to list each partner organization and its relationship to your organization. Include each partner's role (what each will do to implement the activity) and the name of the lead staff.

Provide up to five "letters of agreement" using the template provided (see page 17) for activities that require more than one organization to complete. You may plan to have more than five partners, but only five letters of agreement with important partners are needed for this proposal.

Partner	Partner Staff	Role	Relationship
Englewood Public School District	Brian Ewert	Provide input on proposed routes, signage, and safety improvements. Involve students, parents, and teaching staff in promoting and advocating using designated routes to school.	Collaborator with independent funding

Page limit for Box 5 is 2.

6. Health inequities (20 points) Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

How activity(ies) will reduce health inequities

Describe any inequity/inequities your activity or activities will affect. Describe how your activities will reduce inequities (e.g. focusing actions on people affected by inequities, engaging members of the group you are focusing on, addressing relevant cultural or language barriers, etc.). Is there a risk that any of the proposed activities may cause an unintended increase in inequities and if so, how will you address this?

Residents of first-ring suburbs that developed after World War II generally suffer from lower quality infrastructure than is found in newer suburban areas. Bicycle amenities are often absent. As a result, residents of first-ring suburbs are less likely to be aware of or consider healthy alternatives to automobile transportation for their daily needs. Making investments in a higher quality bicycle route and trail system will bring Englewood closer in line with the level of bicycle and pedestrian amenities found in newer suburban areas, and will result in the ability to encourage and accommodate greater numbers of residents in making healthy alternative transportation choices. There is virtually no risk that the proposed activities and investments will increase inequities between Englewood residents and residents living in newer suburban areas.

Page limit for Box 6 is 1.

7. Value of investment (10 points) Replace the questions with your answers for more space.

Number of people affected by activity.

How many people will each activity affect? How did you arrive at this number? Provide this information for each proposed change activity.

The geographic area covered by *The Master Bicycle Plan Route Development Study and Implementation Program* includes the entire City. Englewood's 2000 population was 31,727. This figure serves as the total potential population universe that will be exposed to a higher quality bicycle route and trail system that makes using bicycles more attractive as an alternative mode of transportation. Metro transportation survey estimates suggest that 506 Englewood residents currently use bicycles each day, that there are a total of 938 bicycle trips made per day, and that 216 of these trips are made to and from school. These numbers are expected to moderately increase once the project has been implemented.

Page limit for Box 7 is 0.5 (12 lines double-spaced).

8. Sustainability (10 points) Replace the questions with your answers for more space.

How activity will have a lasting impact after funding ends on March 18, 2012

Describe:

1) the lasting impact(s) and
2) how it will be sustained (e.g., the system change will remain in place, a permanent change to the environment will be completed, etc.).

The establishment of formalized bicycle routes complete with signage and additional bicycle amenities through *The Master Bicycle Plan Route Development Study and Implementation Program* are expected to function for a considerable number of years beyond the funding time frame. The updated on-street bicycle route system will represent a permanent system change and change to the environment when completed. The success of the project is expected to lead to more significant investments in new off-street bicycle trail connections in the future.

Page limit for Box 8 is 0.5 (12 lines double-spaced).

9. Organization capacity and experience (10 points) Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

Past experience doing similar activities

During the 1980's, the Community Development Department accomplished significant upgrades to critical infrastructure and key redevelopment projects in Englewood's historic downtown. During the late 1990's, the Department worked to transform the dying Cinderella City Mall into the new mixed-use CityCenter Englewood development. In 2003, the Department produced a new Comprehensive Plan which featured bold new policies for shaping the City's future over the next twenty years in the areas of housing, economic development, transportation, parks and recreation, environmental quality, and cultural arts. The Department is currently involved with a variety of planning and implementation projects that support the goals and objectives of the Comprehensive Plan.

Training and skills of proposed staff

Name	Title	Skills	Degrees/Credentials
John Voboril	Planner II	Project Development and Management	Master of Community and Regional Planning American Institute of Certified Planners

Organizational resources available for carrying out proposed work

The City of Englewood Community Development Department possesses the capacity and resources to support the project manager in completing this project, including office space, computers, and accounting system, as well as the ability to hire staff or manage consultants, and the ability to collect and report required fiscal and programmatic information.

Experience and capacity for working in partnerships and coalitions

The City of Englewood Community Development Department has a long history of working together with multiple collaborating partners in a variety of roles. The Department is strongly

committed to, and benefits greatly from, community planning processes that involve the general public as well as community and other governmental organizations. The Community Development Project Manager and the Consultant Project Manager will be responsible for taking a leadership role to engage the four Englewood elementary schools in the project. Estimates of time needed to accomplish this aspect of the project are 8 hours a month for the Community Development Project Manager, and 12 hours a month for the Consultant Project Manager.

Coalition or partnership	**Role**	**Years in which participated**
Denver Regional Aerial Photography Project (DRCOG)	Partner	2002-present
Brownfields Revolving Loan Program (US EPA, CHAFA, and CDPHE)	Partner	2004-present
CityCenter Englewood/Englewood LRT Station (RTD, US EDA)	Partner	1999-2000
Community Development Block Grant Program (CHAFA, DOLA, US EPA, US EDA, Vectra Bank, US Bank, Arapahoe County)	Partner	1977-present
Area Vocational Schools	Partner	1995-2009
House of Hope	Partner	1998-present
ART Shuttle (US FTA, RTD)	Partner	2004-present
Arapahoe County Open Space	Partner	2006, 2008
Neighborhood Stabilization Program (US HUD)	Partner	2009, 2010
Arapahoe County Enterprise Zone (CED)	Partner	1995-present

Page limit for Box 9 is 2.

10. Community involvement (10 points) Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

Prior experience with each community selected

If applicable, describe your experience working with each community you have selected to include in your proposal, such as prior or current activities with each, presence of community members among your staff or leadership, etc.

The City of Englewood Community Development Department values community participation and input in City-led planning efforts, and has developed a number of successful programs that have provided community members with valuable services and opportunities. The Department involved the Englewood Public School District in the development of the 2004 *Englewood Master Bicycle Plan*.

Community involvement

Community members have participated in the past planning efforts that the project is based on.

Community members did not play a direct role in the preparation of this application. Invitations to participate in the project planning process will be made to residential community members at large. The Englewood Public School District was informed of the grant application and asked to become a collaborating partner. The primary function of the planning process will allow interested community members and groups the opportunity to give valuable input that will inform the consultant-developed designs and recommendations. The Englewood Public Elementary Schools are also expected to serve as a champion for the promotion of bicycling to school and facilitator of communication with students and parents concerning safe bicycling practices and use of safe bicycling routes.

Page limit for Box 10 is 1.

11. Feasibility of completing activity within 19 months (10 points) Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

Are staff able to begin work right away? Do staff have adequate skills/training to implement the activities? Are organizational resources adequate to implement the activities? Are the objectives feasible? Are potential obstacles identified?

Are there letters of agreement showing that necessary partners and stakeholders agree to participate and accept their defined roles and budgets?

Department staff members are experienced in developing RFP's, selecting and contracting with consultants, and managing projects, and are available to begin work on the project immediately. Organizational resources to support staff are currently in place. The proposed project will require the Community Development Department to put out an RFP in order to attract and select a qualified project consulting firm to perform the day to day work needed to complete the project. The RFP process will take place during the first quarter of the grant funding time line, and the chosen consultant will be in place by the second quarter. Based on past consultant planning contracts, the Department is highly confident that the project timeline will be easily met, and the well-defined project objectives accomplished. Unforeseen obstacles causing unexpected project delays have been purposely accounted for in the development of the proposed project timeline.

Page limit for Box 11 is 1.

12. Budget Form

Row				Requested, 7/23/10 to 3/18/12
	Positions			
1	**Name or job title**	**Salary**	**Fringe**	
2	John Voboril, Community Development Project Manager	Paid by City	Paid by City	
3	**Consultant costs**			$69,850
4	**Supplies**			$5,150
5	**Equipment**			
6	**Travel**			
7	**Sub-contracts**			
	Purchase and installation of bicycle racks			$30,000
	Purchase and installation of bicycle route signs			$50,000
	Purchase and installation of "sharrows" street graphics			$20,000
8	**Other**			
	Telephone, internet			
	Postage, deliveries			
	Printing, copying			
	Rent, utilities			
	Other:			
9	**Subtotal**			$175,000
10	**Indirect**			
11	**Grand total**			$175,000

13. Budget Narrative Instructions

Please provide budget justification detail showing how you arrived at the proposed budget for each line item using the examples provided below as guidance.

Sample Budget Justification (examples or *instructions* are provided)

Row 1. Salaries: John Voboril, the City's Project Manager, (4 hours per week X 75 weeks = 300 hours) will manage and coordinate the project. Tasks will include developing an RFP and managing the RFP selection process, negotiating a work program and contract, monitoring the work of the consultant, communicating and coordinating with project partners, making payments to the consultant and contractor, and completing necessary reports. The project manager's salary is paid for by the City.

Row 2. Fringe benefits: The Project Manager's fringe benefits are paid for by the City.

Row 3. Consultants: The consultant budget is estimated as a total of 635 hours @ $110.00 per hour for a total of $69,850. A not to exceed figure of $5,150 (7.37 percent of the hourly billable project amount) for reimbursable expenses including items such as deliveries, travel, copying, and printing has been added to the hourly billable project amount for a grand total of $75,000. The consultant will develop a work program, review historical planning documents, gather initial base data, hold meetings with collaborating partners, scope out potential route hazards and develop alternative mitigation measures, develop striping/signage designs and plans, purchase signage and related bicycle improvements, and oversee a third party installation of signage and bicycle improvements.

Row 4. Supplies: General office supplies will be provided by the City and the consulting firm.

Row 5. Equipment: All necessary equipment will be provided by the City and the consulting firm.

Row 6. Travel: City travel costs are expected to be minimal and will be paid for by the City. Consulting firm travel costs will come out of the reimbursable expenses portion of the consultant budget.

Row 7. Sub-contracts: An estimated budget amount of $100,000 is being requested for the purchase and installation of signage and bicycle improvements. Bicycle racks will be purchased and installed along the Broadway corridor, Downtown, and City parks. Bicycle route signs will be purchased and installed along all designated on-street routes. "Sharrows" street graphics will be purchased and installed along Dartmouth Avenue complementing the existing treatments in Denver east of University Boulevard.

Row 8. Other: Telephone, internet, postage, deliveries, printing, copies, rent, and utilities will be provided by the City. Consultant deliveries, printing, and copying will be paid out of the reimbursable expenses portion of the consultant budget. The consultant will be responsible for telephone, internet, postage, rent, and utilities.

Row 10. Indirect: All indirect overhead costs will be provided by the City and the consulting firm.

Budget narrative page limit is 3.

APPLICATION FORM

1. Applicant information

Organization	City of Englewood Community Development Department		
Director	Alan White	**Title**	Director of Community Development
Director has approved proposal		☒ Yes ☐ No	
Contact name	John Voboril	**Title**	Planner II
Street address 1	1000 Englewood Parkway	**Street address 2**	
City	Englewood	**County**	Arapahoe
State	Colorado	**Zip**	80110
Email 1	jvoboril@englewoodgov.org	**Email 2**	
Phone 1	303-783-6820	**Phone 2**	
Web site	www.englewoodgov.org		
Type of applicant	☒ Local government	☐ Special district	
Are you submitting a coordinated proposal?	☒ Yes ☐ No	**If yes, who are your partners?**	Malley Senior Center Swedish Med. Center Craig Hospital South Broadway BID Alliance for Commerce

2. Focus area and population. Double space 12 point Times New Roman. Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

Describe population

The Downtown and Medical District Complete Streets Assessment Study serves as a follow up to the 2007 *Englewood Downtown and Medical District Small Area Plan* and the 2009 *Ready, Set, Action! An Urban Design Action Plan for the Englewood Downtown and Medical Districts*. The two planning efforts established a vision for connecting the two districts through pedestrian-oriented enhancements to the Old Hampden Avenue and Broadway corridors. Groups specifically targeted to benefit from pedestrian-oriented improvements include area residents, employees, medical visitors, and shoppers. The targeted areas are also home to a large number of elderly and low/mod income residents and service providers which will benefit from slower traffic and safe pedestrian routes and crossings. The intent of the study is to identify ways to redesign key corridors with pedestrian-oriented infrastructure and amenities in order to enhance the pedestrian experience and encourage pedestrian movements between and throughout the Downtown and Medical Districts for the identified populations that live, work, and shop in these areas.

Geographic Community or Communities

The Downtown and Medical Districts Complete Streets Assessment Study is one of a number of follow up planning studies identified in the 2009 *Ready, Set, Action! An Urban Design Action Plan for the Englewood Downtown and Medical Districts* as necessary planning steps towards the reconfiguration of the Broadway and Old Hampden Avenue corridors, which function as the economic heart of the Englewood community, in order to improve pedestrian safety and mobility between the Downtown and Medical Districts.

3. Selected Activity(ies) (30 points)

Note: fill out a copy of Boxes "3. Selected Activity," "4. Timeline" and "5. Coordination with Partners" for *each* activity you are proposing. Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

Proposed Activity

Describe the activities you are proposing.

The Downtown and Medical Districts Complete Streets Assessment Study is intended to serve as one of a series of planning steps identified in *Ready, Set, Action! An Urban Design Action Plan for the Englewood Downtown and Medical Districts*. The study will take a detailed look at the current conditions found along the Broadway and Old Hampden Avenue corridors and make recommendations on ways to redesign these streets to function as complete streets accommodating traffic, transit, pedestrian, and bicycling modes of transportation. The contract will be awarded to a reputable consulting firm with transportation planning experience. The study is expected to take approximately six to nine months to complete.

Anticipated policy, systems or environmental change outcome resulting from the activity

The Downtown and Medical Districts Complete Streets Assessment Study represents one of a number of steps that will be necessary to rebuild more pedestrian-friendly corridors. The study is intended to bring about a permanent alteration in City policy towards a complete streets model of transportation management within the Downtown and Medical Districts, providing direction for future public improvement engineering and design. The desired end result of the project will be to bring collaborating partners together to forge agreement upon a preferred set of pedestrian-oriented modifications to the Broadway and Old Hampden Avenue corridors.

What you will do to implement the activity

The first of the four proposed steps, the RFP consultant selection process, is administrative in nature, and will be conducted by Community Development, over the course of a 3 month period.

The final three steps are the most critical and will be performed by the consultant funded by CPWW grant money under the supervision of Community Development. Each of these three steps is reliant upon the completion of the previous step. Multi-modal baseline transportation data will be collected and analyzed. The consultant will identify a series of potential corridor modifications based on the results of data analysis, along with pros and cons of each. A set of preferred corridor modifications will be selected from the initial series based on input from various stakeholders, which will lay the basis for future engineering design work.

Why you think these activities can achieve this outcome

Englewood community members who participated in the 2006 Downtown and Medical District Stakeholders Meetings expressed a vision for the Downtown and Medical Districts that was centered on the development of the Broadway and Old Hampden Avenue corridors as high quality pedestrian-oriented environments. *The Downtown and Medical Districts Complete Streets Assessment Study* will serve as an excellent follow up project in which a number of alternative corridor modifications and enhancements may be identified and analyzed in order to determine their effectiveness and level of appropriateness. The proposed project may be evaluated based on the quality of the planning process in the eyes of the collaborating participants through surveys or interviews, as well as the desired end result of the collaborating partners agreeing upon a preferred set of pedestrian-oriented modifications to the Broadway and Old Hampden Avenue corridors. Community agreement and consensus will allow Community Development to go forward with future planning, engineering, and design work leading to the actual implementation of safe, attractive, and inviting pedestrian-oriented corridors that will encourage increased levels of pedestrian movement within and between the Downtown and Medical Districts.

4. Timeline of steps and milestones Provide a brief description of main steps to implement activity and who (staff name or position/organization) will do them.

Step	Quarters 1 to 7							Who is responsible?
	9/1/10	12/1/10	3/1/11	6/1/11	9/1/11	12/1/11	3/1/12	
RFP process to solicit proposals, interview firms, and award project	X							COE Project Manager
Multi-modal transportation data collection and analysis		X	X					COE Project Manager, Consultant
Identification and Analysis of potential corridor modifications			X	X				COE Project Manager, Consultant
Selection of preferred corridor modifications				X	X			COE Project Manager, Consultant

Page limit for Box 4 is 1.

5. Coordination with partners, collaborators and/or subcontractors. Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

Partners

How will you work with partners? Use the table below to list each partner organization and its relationship to your organization. Include each partner's role (what each will do to implement the activity) and the name of the lead staff.

Provide up to five "letters of agreement" using the template provided (see page 17) for activities that require more than one organization to complete. You may plan to have more than five partners, but only five letters of agreement with important partners are needed for this proposal.

Partner	Partner Staff	Role	Relationship
Malley Senior Ctr.	Joe Sack	Provide input on perceived safety hazards and issues along Hampden and Broadway corridors. Review and comment on potential sets of pedestrian modifications.	Collaborator with independent funding
Swedish Med. Ctr.	Julie Lonborg	Provide input on perceived safety hazards and issues along the Hampden and Broadway corridors. Review and comment on potential sets of pedestrian modifications.	Collaborator with independent funding
Craig Hospital	Dana Polonsky	Provide input on perceived safety hazards and issues along the Hampden and Broadway corridors. Review and	Collaborator with independent funding

		comment on potential sets of pedestrian modifications.	
S. Broadway BID	Ted Vasilas	Provide input on perceived safety hazards and issues along the Hampden and Broadway corridors. Review and comment on potential sets of pedestrian modifications.	Collaborator with independent funding
Alliance for Commerce in Englewood	Julie Lonborg	Provide input on perceived safety hazards and issues along the Old Hampden Avenue and Broadway corridors. Review and comment on potential sets of pedestrian modifications.	Collaborator with independent funding

Page limit for Box 5 is 2.

6. Health inequities (20 points) Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

How activity(ies) will reduce health inequities
Describe any inequity/inequities your activity or activities will affect. Describe how your activities will reduce inequities (e.g. focusing actions on people affected by inequities, engaging members of the group you are focusing on, addressing relevant cultural or language barriers, etc.). Is there a risk that any of the proposed activities may cause an unintended increase in inequities and if so, how will you address this? Residents of first-ring suburbs that developed after World War II generally suffer from lower quality infrastructure than is found in newer suburban areas. Post-war infrastructure tends to be automobile –oriented, with minimal thought or design considerations given to pedestrians. As a result, residents of first-ring suburbs are less likely to be aware of or consider healthy alternatives to automobile transportation for their daily needs. Making investments in a higher quality transportation system that gives equal design consideration to the pedestrian will bring Englewood closer in line with the level of pedestrian amenities found in newer suburban areas, and will result in the ability to encourage and accommodate greater numbers of residents in making healthy alternative transportation choices. There is virtually no risk that the proposed activities and investments will increase inequities between Englewood residents and residents living in newer suburban areas.

Page limit for Box 6 is 1.

7. Value of investment (10 points) Replace the questions with your answers for more space.

Number of people affected by activity.

How many people will each activity affect? How did you arrive at this number? Provide this information for each proposed change activity.

The Downtown and Medical Districts Complete Streets Assessment Study is intended to identify pedestrian-friendly modifications to the Old Hampden Avenue and Broadway corridors. A total of 9,000 people live within a quarter mile of at least one of the two corridors according to the 2000 US Census. An estimated total of 7,000 workers are employed within a quarter mile of at least one of two corridor according to 2006 Claritas business and employment data. Swedish Medical Center and the Broadway commercial corridor generate thousands of visitors each day. A conservative estimate of the population universe whose behavior may potentially be affected based on the above observations is approximately 20,000.

Page limit for Box 7 is 0.5 (12 lines double-spaced).

8. Sustainability (10 points) Replace the questions with your answers for more space.

How activity will have a lasting impact after funding ends on March 18, 2012

Describe:

1) the lasting impact(s) and
2) how it will be sustained (e.g., the system change will remain in place, a permanent change to the environment will be completed, etc.).

The successful completion of *The Downtown and Medical Districts Complete Streets Assessment Study* will permanently establish a solid policy foundation for management of the local transportation system that places equal value on supporting motorized and non-motorized modes of travel, by identifying clear directions for future transportation improvement designs and operations.

The project is expected to trigger additional planning steps, including engineering design, in the immediate future.

Page limit for Box 8 is 0.5 (12 lines double-spaced).

9. Organization capacity and experience (10 points) Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

Past experience doing similar activities

During the 1980's, the Community Development Department accomplished significant upgrades to critical infrastructure and key redevelopment projects in Englewood's historic downtown. During the late 1990's, the Department worked to transform the dying Cinderella City Mall into the new mixed-use CityCenter Englewood development. In 2003, the Department produced a new Comprehensive Plan which featured bold new policies for shaping the City's future over the next twenty years in the areas of housing, economic development, transportation, parks and recreation, environmental quality, and cultural arts. The Department is currently involved with a variety of planning and implementation projects that support the goals and objectives of the Comprehensive Plan.

Training and skills of proposed staff

Name	Title	Skills	Degrees/Credentials
John Voboril	Planner II	Project Development and Management	Master of Community and Regional Planning American Institute of Certified Planners

Organizational resources available for carrying out proposed work

The City of Englewood Community Development Department possesses the capacity and resources to support the project manager in completing this project, including office space, computers, and accounting system, as well as the ability to hire staff or manage consultants, and the ability to collect

and report required fiscal and programmatic information.

Experience and capacity for working in partnerships and coalitions

The City of Englewood Community Development Department has a long history of working together with multiple collaborating partners in a variety of roles. The Department is strongly committed to, and benefits greatly from, community planning processes that involve the general public as well as community and other governmental organizations. The Community Development Project Manager and the Consultant Project Manager will be responsible for taking a leadership role to engage the identified collaborating partners in the project. Estimates of time needed to accomplish this aspect of the project are 8 hours a month for the Community Development Project Manager, and 12 hours a month for the Consultant Project Manager.

Coalition or partnership	**Role**	**Years in which participated**
Denver Regional Aerial Photography Project (DRCOG)	Partner	2002-present
Brownfields Revolving Loan Program (US EPA, CHAFA, and CDPHE)	Partner	2004-present
CityCenter Englewood/Englewood LRT Station (RTD, US EDA)	Partner	1999-2000
Community Development Block Grant Program (CHAFA, DOLA, US EPA, US EDA, Vectra Bank, US Bank, Arapahoe County)	Partner	1977-present
Area Vocational Schools	Partner	1995-2009
House of Hope	Partner	1998-present
ART Shuttle (US FTA, RTD)	Partner	2004-present

Arapahoe County Open Space	Partner	2006, 2008
Neighborhood Stabilization Program (US HUD)	Partner	2009, 2010
Arapahoe County Enterprise Zone (CED)	Partner	1995-present

Page limit for Box 9 is 2.

10. Community involvement (10 points) Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

Prior experience with each community selected

If applicable, describe your experience working with each community you have selected to include in your proposal, such as prior or current activities with each, presence of community members among your staff or leadership, etc.

The City of Englewood Community Development Department values community participation and input in City-led planning efforts, and has developed a number of successful programs that have provided community members with valuable services and opportunities. The Department reached out to involve Swedish Medical Center, Craig Hospital, the Malley Senior Center and the South Broadway Business Improvement District in the Downtown and Medical Districts Small Area Plan projects. The Department serves as a City staff resource to the Alliance for Commerce in Englewood.

Community involvement

Community members have participated in the past planning efforts that the project is based on. Community members did not play a direct role in the preparation of this application. Invitations to participate in the project planning process will be made to residential community members at large. Identified groups that are expected to be included in the planning process include Swedish Medical Center and Craig Hospital, the South Broadway Business Improvement District, the Malley Senior Center, and the Alliance for Commerce in Englewood, all of which were informed of the grant application and asked to become a collaborating partner. The primary function of the planning

process will allow interested community members and groups the opportunity to give valuable input that will inform the consultant-developed designs and recommendations.

Page limit for Box 10 is 1.

11. Feasibility of completing activity within 19 months (10 points) Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

Are staff able to begin work right away? Do staff have adequate skills/training to implement the activities? Are organizational resources adequate to implement the activities? Are the objectives feasible? Are potential obstacles identified?

Are there letters of agreement showing that necessary partners and stakeholders agree to participate and accept their defined roles and budgets?

Department staff members are experienced in developing RFP's, selecting and contracting with consultants, and managing projects, and are available to begin work on the project immediately. Organizational resources to support staff are currently in place. The proposed project will require the Community Development Department to put out an RFP in order to attract and select a qualified project consulting firm to perform the day to day work needed to complete the project. The RFP process will take place during the first quarter of the grant funding time line, and the chosen consultant will be in place by the second quarter. Based on past consultant planning contracts, the Department is highly confident that the project timeline will be easily met. Contingencies for unexpected project delays have been purposely built in to the proposed project timeline.

Page limit for Box 11 is 1.

12. Budget Form

Row				Requested, 7/23/10 to 3/18/12
	Positions			
1	**Name or job title**	**Salary**	**Fringe**	
2	John Voboril, Community Development Project Manager	Paid by City	Paid by City	
3	**Consultant costs**			$82,550
4	**Supplies**			$6,084
5	**Equipment**			
6	**Travel**			
7	**Sub-contracts**			
8	**Other**			
	Telephone, internet			
	Postage, deliveries			
	Printing, copying			
	Rent, utilities			
	Other:			
9	**Subtotal**			$88,634
10	**Indirect**			
11	**Grand total**			$88,634

13. Budget Narrative Instructions

Please provide budget justification detail showing how you arrived at the proposed budget for each line item using the examples provided below as guidance.

Sample Budget Justification (examples or *instructions* are provided)

Row 1. Salaries: John Voboril, the City's Project Manager, (6 hours per week X 50 weeks = 300 hours) will manage and coordinate the project. Tasks will include developing an RFP and managing the RFP selection process, negotiating a work program and contract, monitoring the work of the consultant, communicating and coordinating with project partners, making payments to the consultant and contractor, and completing necessary reports. The project manager's salary is paid for by the City.

Row 2. Fringe benefits: The Project Manager's fringe benefits are paid for by the City.

Row 3. Consultants: The consultant budget is estimated as a total of 635 hours @ $130.00 per hour for a total of $82,550. A not to exceed figure of $6,084 (7.37 percent of the hourly billable project amount) for reimbursable expenses including items such as deliveries, travel, copying, and printing has been added to the hourly billable project amount for a grand total of $88,634. Multi-modal baseline transportation data will be collected and analyzed. The consultant will identify a series of potential corridor modifications based on the results of data analysis, along with pros and cons of each. A set of preferred corridor modifications will be selected from the initial series based on input from various stakeholders, which will lay the basis for future engineering design work.

Row 4. Supplies: General office supplies will be provided by the City and the consulting firm.

Row 5. Equipment: All necessary equipment will be provided by the City and the consulting firm.

Row 6. Travel: City travel costs are expected to be minimal and will be parid for by the City. Consulting firm travel costs will come out of the reimbursable expenses portion of the consultant budget.

Row 7. Sub-contracts:

Row 8. Other: Telephone, internet, postage, deliveries, printing, copies, rent, and utilities will be provided by the City. Consultant deliveries, printing, and copying will be paid out of the reimbursable expenses portion of the consultant budget. The consultant will be responsible for telephone, internet, postage, rent, and utilities.

Row 10. Indirect: All indirect overhead costs will be provided by the City and the consulting firm.

Budget narrative page limit is 3.

EXHIBIT B

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

SCOPE OF WORK Part A

Pursuant to the terms of the 2010 CPPW Grant Contract, the Tri-County Health Department ("TCHD") and the City of Englewood ("Grantee") agree to the following Scope of Work:

I. Statement of Purpose

The purpose of the Scope of Work is the implementation of an approved project of the Grantee that is to be funded by TCHD through the "Communities Putting Prevention to Work Initiative" ("CPPW"), as awarded by the Centers for Disease Control and Prevention ("CDC"). Grantee agrees to administer and complete the proposed Project ("Project") as delineated in this Scope of Work and in the Grant Proposal, which is attached as Exhibit A.

II. CPPW Initiative Goal and Strategies

The overall goal of the CPPW Grant is to increase opportunities for residents of Adams, Arapahoe and Douglas Counties to make healthy choices related to food and physical activity by making sustainable policy, systems and environmental changes in schools and communities. The Grantee shall implement the following strategies:

1) The Downtown and Medical Districts Complete Streets Assessment Study is intended to serve as one of a series of planning steps identified in *Ready, Set, Action! An Urban Design Action Plan for the Englewood Downtown and Medical Districts*. The Study will take a detailed look at the current conditions found along the Broadway and Old Hampden Avenue corridors and make recommendations on ways to redesign these streets to function as complete streets accommodating traffic, transit, pedestrian, and bicycling modes of transportation.

III. MAPPS Strategies

1) Access: City planning, zoning and transportation – Identify ways to redesign key corridors with pedestrian-oriented infrastructure and amenities in order to enhance the pedestrian experience and encourage pedestrian movements between and throughout Downtown and Medical Districts.

IV. Specific Activities

Phase 1: 2010

Task 1: Write Request for Proposals (RFP), interview firms, and award project. Selected consultant shall have experience in planning and designing Complete Streets. Responsible Party – City Project Manager John Voboril.

Deliverable: Consultant hired.

Phase 2: 2011-2012

Task 2: Attend TCHD's Planning Active Community Environments (PLACE) training on January 28, 2011. A team of at least three individuals, preferably an interdisciplinary group from relevant departments, shall attend. TCHD encourages the city to invite participation by one or more of its partner organizations. Responsible Party – City Project Manager, John Voboril.

Deliverable: Document attendance and completion of immediate and 6-month evaluations.

Task 3: Perform multi-modal transportation data collection and analysis. Responsible Parties – City Consultant under supervision of City Project Manager John Voboril.

Deliverable: Documentation that data has been collected and analyzed.

Task 4: Obtain community input on issues such as traffic safety and pedestrian/bicycle/transit friendliness of the Broadway and Old Hampden Avenue corridors. Target audiences: area residents, employees, medical visitors, service providers and shoppers. Public involvement activities may include public meetings and workshops, presentations at group meetings/gatherings, interviews, etc. Ensure outreach to disadvantaged populations, specifically people of color and the large number of elderly and low/moderate residents in the study area. Provided interpretation and translations services as needed for non-English speaking community participants. Responsible Party – City Consultant under supervision of City Project Manager John Voboril.

Deliverable: Report on community outreach events consisting of dates and locations of all events held, attendance sheets/number attending; bullet list summary of input; photos encouraged.

Task 5: Identify and analyze potential corridor modifications. Responsible Parties –City Consultant – under supervision of City Project Manager John Voboril.

Deliverable: Documentation that potential corridor modifications have been identified and analyzed.

Task 6: Select preferred corridor modifications. Responsible Parties – City Project Manager John Voboril, with assistance from City Staff and City Consultant.

Deliverable: Documentation of preferred corridor modifications.

Task 7: Present Plan to City Council. Responsible Parties – City project Manager John Voboril.

Deliverable: Documentation of City Council action and copy of adopted study provided to TCHD.

V. Timeline

See attached document, revised to reflect any task changes from the grant application and the execution date of the contract.

VI. Project Staffing

Identify city staff and the city's consultant who will conduct work under this grant, and the tasks that each will perform. Any in-kind hours/services are to be reported in the progress reports to TCHD.

John Voboril, City of Englewood, will serve as Project Manager.
An outside consultant will also be hired.

VII. Use of Grant Funds

Grantee shall only expend Grant funds as allowed in accordance with this Scope of Work, the Grant Contract, the Budget and the applicable requirements of the CDC and the U. S. Department of Health and Human Services ("HHS"). Except as allowed in Section III(A)3, Grantee shall not contract with any entity or person without the prior written authorization of TCHD. Grantee shall not expend Grant funds in any other manner except for prior written permission of TCHD.

VIII. Payment

Grantee shall be paid at the beginning of contract upon the enactment of the Grant Contract and/or upon the receipt of funds by TCHD from the CDC, whichever is later. The Grant dollars shall include those costs included in the Budget, and such amount shall comprise the sum of salary and/or contractual costs, fringe benefit costs, and indirect costs.

IX. Project Expenses

Grantee shall use Grant funds to cover expenses associated with the Project. Grantee shall not expend Grant funds on any expense prohibited by the Grant requirements set forth by TCHD and CDC.

X. Reporting Requirements

Grantee shall complete and submit the progress, final and financial reports to TCHD, in the format developed, and to be provided, by TCHD, and at a time directed by TCHD.

Grantee shall submit progress reports regarding the previous reporting period, on or before the following dates:

1. **February 18, 2011;**
2. **July 15, 2011;**
3. **October 21, 2011; and**
4. **January 20, 2012.**

Grantee shall submit financial reports on a schedule to be developed and provided by TCHD.

Grantee shall submit a final report on or before March 18, 2012. Grantee acknowledges that all Reports must meet the requirements of the Grant, TCHD, CDC and HHS.

XI. Evaluation activities

Grantee shall participate in evaluation activities integrated in this Scope of Work and in TCHD's overall evaluation of this initiative.

TCHD will continue to provide evaluation support and assistance after the grant period ends.

XII. Subcontractors

The Grant Funds may be used to retain the services of an engineering firm to assist the Grantees in the design and development of the Grant Project, subject to the requirements and guidelines of the CDC and the HHS, a copy of which shall be made available to the Grantee upon request.

SCOPE OF WORK Part B

Pursuant to the terms of the 2010 CPPW Grant Contract, the Tri-County Health Department ("TCHD") and the City of Englewood ("Grantee") agree to the following Scope of Work:

III. Statement of Purpose

The purpose of the Scope of Work is the implementation of an approved project of the Grantee that is to be funded by TCHD through the "Communities Putting Prevention to Work Initiative" ("CPPW"), as awarded by the Centers for Disease Control and Prevention ("CDC"). Grantee agrees to administer and complete the proposed Project ("Project") as delineated in this Scope of Work and in the Grant Proposal, which is attached as Exhibit A.

IV. CPPW Initiative Goal and Strategies

The overall goal of the CPPW Grant is to increase opportunities for residents of Adams, Arapahoe and Douglas Counties to make healthy choices related to food and physical activity by making sustainable policy, systems and environmental changes in schools and communities. The Grantee shall implement the following strategies:
1) Conduct a follow-up implementation program to the City's 2004 Master Bicycle Plan. Provide a citywide comprehensive bicycle route and trail system that will connect to trails in adjacent municipalities and the region.

2) Purchase and install route multilingual signage and miscellaneous bicycle infrastructure.

III. MAPPS Strategies

1) Access: Safe, attractive, accessible places for activity – Build on bicycle current system, adding new routes in order to serve the entire community. Add bicycle parking infrastructure in commercial areas where none exists.

2) Access: City planning, zoning and transportation – Build on current bicycle infrastructure through improvement plans.

3) Point of Decision: Signage for neighborhood destinations in walkable/mixed-used areas – Way-finding signage for important points of interest and activity in the city.

V. Specific Activities

Phase 1: 2010

Task 1: Write and release Requests for Proposals (RFP), obtain bids, interview firms, and award projects. One will be for the signage installation and the other for the bicycle improvements. Responsible Party – City Project Manager John Voboril.

Deliverable: Project consultant and sub-contractor who will install multilingual signage and bicycle improvements hired.

Phase 2: 2011-2012

Task 2: Attend TCHD's Planning Active Community Environments (PLACE) training on January 28, 2011. A team of at least three individuals, preferably an interdisciplinary group from relevant departments, shall attend. TCHD encourages the city to invite participation by the Englewood Schools. Responsible Party – City Project Manager, John Voboril.

Deliverable: Document attendance and completion of immediate and 6-month evaluations.

Task 3: Obtain community input on proposed routes, signage and safety improvements to inform the consultant-developed designs and recommendations. Target audiences include school children/parents (with an emphasis on children attending the four elementary schools) and the general public, including potential commuters, shoppers and recreationists. Public involvement activities may include public meetings and workshops, presentations at group meetings/gatherings, interviews, etc. With school students, at least one participatory outreach approach shall be used (e.g., bikeability assessment, rubber band planning, or markup of context maps, etc.). Ensure outreach to disadvantaged populations in the city. Provide interpretation services as needed for non-English speaking residents and students. Responsible Party – City Consultant under supervision of City Project Manager John Voboril.

Deliverable: Report on community outreach events consisting of dates and locations of events held, attendance sheets/number attending; bullet list summary of input; photos encouraged.

Task 4: Perform a detailed study of routes proposed in 2004 Bicycle Plan. Study to include, but not be limited to, scoping of potential route hazards and recommendations for alternative mitigation measures, striping/signage designs. Responsible Party – City Consultant under supervision of City Project Manager John Voboril.

Deliverable: Study completed and made available to TCHD.

Task 5: Gather baseline data on bicycle activity in the city prior to signage and improvements. The following evaluation tools shall be utilized:

a. Utilize the Colorado Department of Transportation (CDOT) electronic counter to collect baseline data at selected location(s) where signage will be installed. Design and timing of the data collection will be determined in consultation with CDOT. If the electronic counter is unavailable, the data collection tool shall be the National

Bicycle and Pedestrian Documentation Project counting tool (http://bikepeddocumentation.org/counting tool). Responsible Party – City Project Manager John Voboril.

b. Utilize the National Center for Safe Routes to School student and parent survey (Spanish and English versions as needed) to collect baseline data on elementary, middle and high school students' travel mode to school (http://www.saferoutesinfo.org/guide/evaluation/index.cfm). Responsible Party – Englewood Schools.

Survey dates and reporting requirements to be determined in consultation TCHD and Englewood Schools.

Deliverable: Completion and submission of collected data.

Task 6: Develop multilingual (if appropriate) signage and infrastructure improvement plans for each finalized route, as well as bicycle parking plan, including budget. Responsible Party – City Consultant under supervision of City Project Manager John Voboril.

Deliverable: Documentation of multilingual signage and infrastructure improvement plans and bicycle parking plan.

Task 7: Present plan to City Council.

Deliverable: Documentation of City Council action.

Task 8: Acquire and install multilingual (if appropriate) signage and infrastructure improvements. Responsible Party – City Consultant under supervision of City Project Manager John Voboril.

Deliverable: Documentation of number and locations of signs/improvements installed. Photo of a sign, bicycle parking equipment, striping provided.

V. Timeline

See attached document, revised to reflect any task changes from the grant application and the execution date of the contract.

VI. Project Staffing

Identify City staff and the City's consultant who will conduct work under this grant, and the tasks that each will perform. Any in-kind hours/services are to be reported in the progress reports to TCHD.

John Voboril, City of Englewood, will serve as Project Manager.

An outside consultant will also be hired.

VII. Use of Grant Funds

Grantee shall only expend Grant funds as allowed in accordance with this Scope of Work, the Grant Contract, the Budget and the applicable requirements of the CDC and the U. S. Department of Health and Human Services ("HHS"). Except as allowed in Section III(A)3, Grantee shall not contract with any entity or person without the prior written authorization of TCHD. Grantee shall not expend Grant funds in any other manner except for prior written permission of TCHD.

VIII. Payment

Grantee shall be paid at the beginning of contract upon the enactment of the Grant Contract and/or upon the receipt of funds by TCHD from the CDC, whichever is later. The Grant dollars shall include those costs included in the Budget, and such amount shall comprise the sum of salary and/or contractual costs, fringe benefit costs, indirect costs, and the cost of striping and equipment.

IX. Project Expenses

Grantee shall use Grant funds to cover expenses associated with the Project. Grantee shall not expend Grant funds on any expense prohibited by the Grant requirements set forth by TCHD and CDC.

X. Reporting Requirements

Grantee shall complete and submit the progress, final and financial reports to TCHD, in the format developed, and to be provided, by TCHD, and at a time directed by TCHD. Grantee shall submit progress reports regarding the previous reporting period, on or before the following dates:

1. **February 18, 2011;**
2. **July 15, 2011;**
3. **October 21, 2011; and**
4. **January 20, 2012.**

Grantee shall submit financial reports on a schedule to be developed and provided by TCHD.

Grantee shall submit a final report on or before March 18, 2012. Grantee acknowledges that all Reports must meet the requirements of the Grant, TCHD, CDC and HHS.

XII. Evaluation activities

Grantee shall participate in evaluation activities integrated into this Scope of Work and in TCHD's overall evaluation of this initiative.

TCHD recommends final evaluation of the signage installation and bicycling route improvements after the Grant period ends. This may be done by using the same data collection tool used for baseline data collection. Submit to Tri-County Health Department the change in the number of bicyclists and pedestrians utilizing selected path(s) or location(s) after signage installation.

TCHD will continue to provide evaluation support and assistance after the grant period ends.

XII. Subcontractors

The Grant Funds may be used to retain the services of an engineering firm to assist the Grantee in the design and development of the Grant Project, subject to the requirements and guidelines of the CDC and the HHS, a copy of which shall be made available to the Grantee upon request.

EXHIBIT C

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

BUDGET

City of Englewood

Budget Category	Hours	Cost/hour	Other	Total
PERSONNEL (job titles)				
CONSULTANT	635	$130		$82,550
	635	$110		$69,850
CONTRACTOR				
Sub-contractor bikes & rack			$75,000	$75,000
OPERATIONS				
Supplies			$6,084	$6,084
Supplies			$5,150	$5,150
TOTAL BUDGET	**1270**			**$238,634**

EXHIBIT D

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

FORM OF PROGRESS REPORT

Project Director: _____

Jurisdiction: _____

In addition to submitting this form, please attach answers to the following questions:

Questions 1-6 should be between 1 – 3 pages total

1. List progress toward meeting goals and objectives as per the evaluation methods outlined in Grant Application.

2. Describe how your project has added value.

3. Describe your participation and your partnerships.

4. Identify challenges encountered during this period of the grants and how your organization is addressing these challenges.

5. MAPPS Strategies met.

6. Include a brief vignette of a milestone reached.

7. Please list in-kind and any other sources of support for this intervention not recognized in the original grant.

8. Please list and attach all published or produced materials, pictures, etc. for this grant period.

9. Please attach a current accounting of grant funds comparing the original budget to the expenses to date, including a narrative report discussing any variances between the proposed budget and the actual expenses and revenues.

I certify that the information contained in this report is true and correct to the best of my knowledge.

Signature of the Project Director Date

Submit this form and your responses to:

Nancy Geha, Ed.D.
CPPW Partnerships Coordinator
Tri-County Health Department
6162 S. Willow Drive
Suite 100
Greenwood Village, Colorado 80111

EXHIBIT E

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

FORM OF FINAL REPORT

Organization Name:

_____

Contact Name:

_____

Period Covered: September 2011 – March 18th, 2012

Project Summary:

1. List each intervention outlined in the original grant proposal.

Intervention #	Brief Description	MAPPS Strategies	Actual Results (Including Numbers)
Intervention 1			
Intervention 2			
Intervention 3			

2. Please provide a short summary **(200 words or less)** describing the outcomes and accomplishments for this project. Additionally, please discuss your plans for continuing this project beyond the grant period. Note: This information will be submitted the CDC and may be published.

Grant Report Narrative – up to 5 pages:

3. Please describe the progress made toward the goals and objectives as stated in the original grant application, including a discussion about any significant challenges encountered and how your organization addressed these challenges. Please reflect on how any training or technical assistance received during the grant contributed to your process, progress and/or results.

4. What difference did this grant make in your community and how did it add value to healthy eating/physical activity for the population you are serving? Please include any evidence, including survey results, pre and post tests results, outcomes, community indicators, etc., to substantiate your conclusions.

5. Describe what your organization learned based on the results and outcomes discussed above and what, if any, programmatic and/or organizational changes that will be made based on the results and outcomes of the grant.

I certify that the information contained in this report is true and correct to the best of my knowledge.

Signature of the Project Director Date

Submit this form and your responses to:

Nancy Geha, Ed.D.
CPPW Partnerships Coordinator
Tri-County Health Department
6162 S. Willow Drive
Suite 100
Greenwood Village, Colorado 80111

EXHIBIT F

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

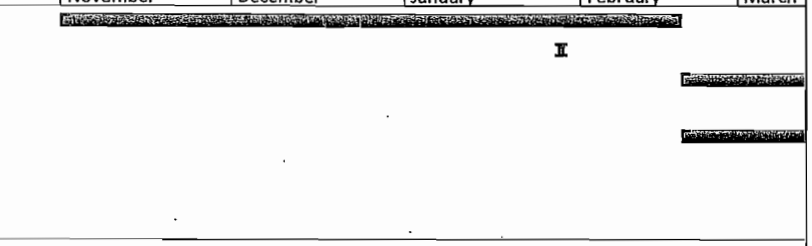
FORM OF FINANCIAL REPORT

Budget Category	Hours	Cost/hour	Other	Total Dollars
PERSONNEL (job titles)				
CONSULTANT				
CONTRACTOR				
OPERATIONS (list line items)				
TOTAL BUDGET				

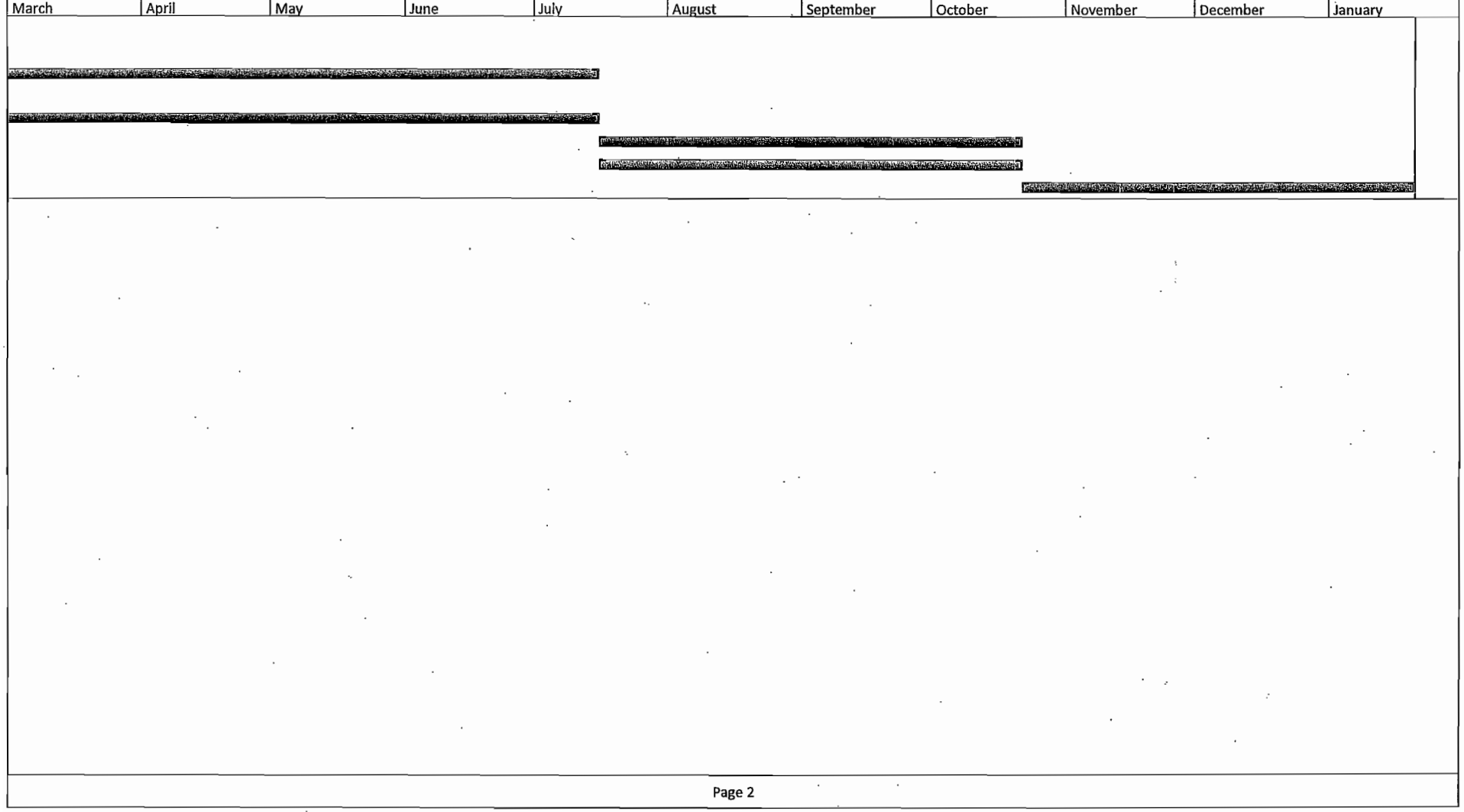
Please attach to this report a copy of an income and expense report and general ledger generated on your internal accounting software for the Grant Period, or any part thereof, as well as a copy all receipts, invoices, or other evidence of all income and expenses associated with the funding and disbursement of this Grant.

City of Englewood Downtown and Medical District Complete Streets Assessment Study Project Timeline

ID	Task Name	Duration	Start	Finish
1	Write request for RFP, inteview firms and award project	80 days	Mon 11/1/10	Fri 2/18/11
2	Attend TCHD's PLACE training	1 day	Fri 1/28/11	Fri 1/28/11
3	Perform multi-modal transportation data collection and analysis	106 days	Sat 2/19/11	Fri 7/15/11
4	Obtain community input on issues	106 days	Sat 2/19/11	Fri 7/15/11
5	Identify and analyze potential corridor modifications	71 days	Sat 7/16/11	Fri 10/21/11
6	Select preferred corridor modifications	71 days	Sat 7/16/11	Fri 10/21/11
7	Present plan to City Council for approval and adoption	66 days	Sat 10/22/11	Fri 1/20/12



City of Englewood Downtown and Medical District Complete Streets Assessment Study Project Timeline

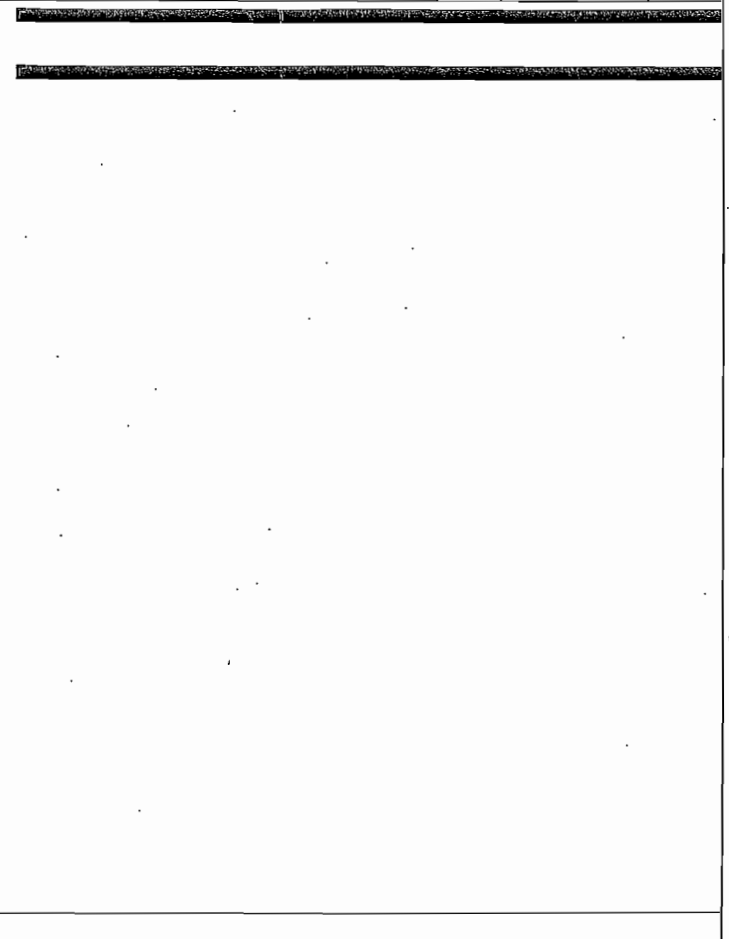


City of Englewood Downtown and Medical District Complete Streets Assessment Study Project Timeline

January	February	March	April	May	June	July	August	September	October	November

City of Englewood Master Bicycle Plan Route Development Studay and Implemenatation Program Project Timeline

ID	Task Name	Duration	Start	Finish
1	Write and release RFP's, obtain bids, interview firms, and award projects. (T1)	80 days	Mon 11/1/10	Fri 2/18/11
2	Attend TCHD's Planning Active Community Environments (PLACE) training on January 28th, 2011. (T2)	80 days	Mon 11/1/10	Fri 2/18/11
3	Obtain community input on proposed routes, signage and safety improvements. (T3)	106 days	Sat 2/19/11	Fri 7/15/11
4	Perform a detailed study of routes proposed in 2004 Bicycle Plan (T4)	106 days	Sat 2/19/11	Fri 7/15/11
5	**Gather baseline data on bicycle activity in the city prior to signage and improvements (T5)**	**106 days**	**Sat 2/19/11**	**Fri 7/15/11**
6	Utilize the CDOT electronic counter to collect baseline data at selected location(s) where signage will be installed (T5a)	106 days	Sat 2/19/11	Fri 7/15/11
7	Utilize the National Center for Safe Routes to School student and parent survey to collect baseline data on elementary, middle and high school students' travel mode to school (T5b)	106 days	Sat 2/19/11	Fri 7/15/11
8	Develop multilingual signage and infrastructure improvement palns for each finalized route as well as bicycle parking plan, including budget (T6)	106 days	Sat 2/19/11	Fri 7/15/11
9	Present proposed improvement plans to City Council for approval (T7)	71 days	Sat 7/16/11	Fri 10/21/11
10	Acquire and install multilingual signage and infrastructure improvements (T8)	71 days	Sat 7/16/11	Fri 10/21/11
11				
12				
13				
14				



City of Englewood Master Bicycle Plan Route Development Studay and Implemenatation Program Project Timeline

ID	Task Name	Duration	Start	Finish	October	November	December	January	Februar
15									
16									
17									
18									
19									

City of Englewood Master Bicycle Plan Route Development Studay and Implemenatation Program Project Timeline

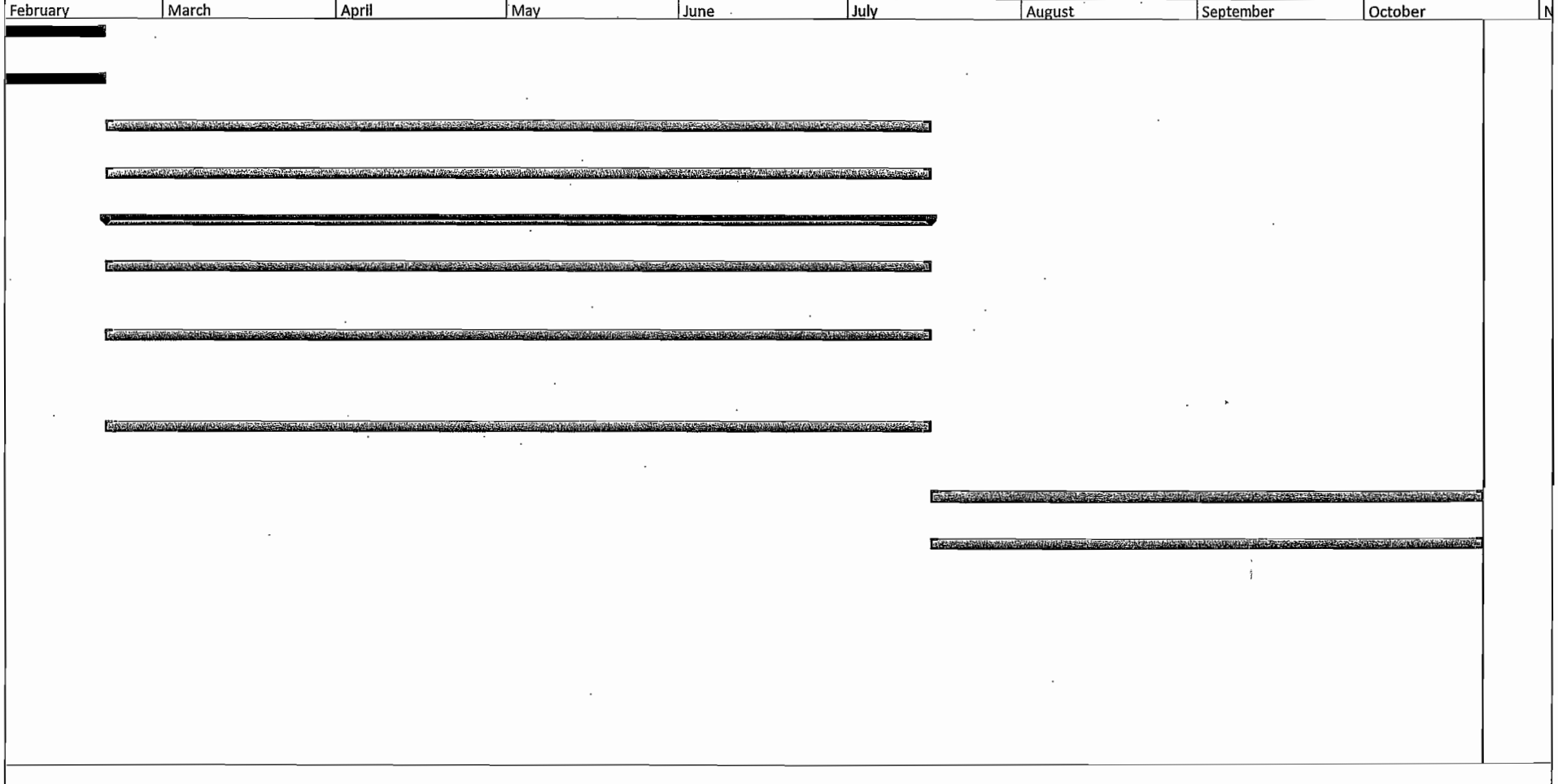


EXHIBIT Z

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

C.R.S. 8-17.5-101 COMPLIANCE

As required by C.R.S. §8-17.5-102, Grantee certifies and agrees as follows:

(1) Grantee shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Contract

(2) Grantee or shall not enter into a contract with a subcontractor that fails to certify to Grantee that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

(3) Grantee has verified or attempted to verify through participation in the "Basic Pilot Program," which is an employment eligibility confirmation program through the U.S. Department of Homeland Security and the Social Security Administration, that Grantee does not employ any illegal aliens; however, if Grantee is not accepted into the "Basic Pilot Program" prior to entering into this Contract, Grantee shall, apply to participate in the "Basic Pilot Program" every three months until Grantee is accepted or this Contract has been completed, whichever is earlier. (For information on applying to the "Basic Pilot Program," Consultant may log on to https://www.vis-dhs.com\employerregistration). Notwithstanding the forgoing compliance with this subsection Q.(3) is not required if the "Basic Pilot Program" is discontinued, if Grantee does not employ any employees or if Grantee is a governmental entity.

(4) Grantee shall not use the "Basic Pilot Program" procedures to undertake preemployment screening of job applicants while this Contract is being performed.

(5) If Grantee obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, then Grantee shall: (a) notify the subcontractor and TCHD within three days that Grantee has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontractor with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Grantee shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) Grantee shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that TCHD is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

(7) If Grantee violates any of the provisions of this Exhibit Z, TCHD may immediately terminate this Contract effective upon the receipt by Grantee of written notice of termination from TCHD, and Grantee shall be liable for actual and consequential damages to TCHD.

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 48
INTRODUCED BY COUNCIL
MEMBER OLSON

AN ORDINANCE APPROVING THE SALE ON THE OPEN MARKET OF SIX PROPERTIES WHICH WERE PURCHASED AND REHABILITATED WITH FUNDS FROM THE NEIGHBORHOOD STABILIZATION PROGRAM GRANT AND THE LTAR FUND.

WHEREAS, the Englewood City Council approved Resolution No. 34, Series of 2009 authorizing the City to apply to the Department of Local Affairs, Colorado Division of Housing for a portion of Arapahoe County's allocation of the Federal Neighborhood Stabilization Program funds (NSP1); and

WHEREAS, the City Council approved Ordinance No. 37, Series of 2009 authorizing the execution of a contract for Neighborhood Stabilization Program grant funding between the State of Colorado Department of Local Affairs and the City of Englewood; and

WHEREAS, the City Council approved Ordinance No. 49, Series of 2009 authorizing the purchase of ten (10) unidentified, single-family, vacant, foreclosed properties located in the eligible census tracts throughout the City of Englewood to fulfill the NSP1 contract with the Colorado Department of Local Affairs; and

WHEREAS, the City Council approved Ordinance No. 27, Series of 2010, authorizing an amendment to the NSP1 contract budget to purchase up to three (3) additional unidentified single family, vacant, foreclosed properties located in the eligible census tracts throughout the City of Englewood to fulfill the NSP1 Contract with the Colorado Department of Local Affairs; and

WHEREAS, six such properties are almost ready to be sold to private parties who will secure their own financing; and

WHEREAS, if an offer to purchase is received from any City employee, their family members, or any business in which a City employee has a financial interest, such offer will be submitted to the Englewood City Council for approval;

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

Section 1. Approval is hereby given for the sale on the open market of six properties which were purchased and rehabilitated with funds from the Neighborhood Stabilization Program Grant and the LTAR Fund. Said properties will be sold to private parties who shall secure their own financing.

Section 2. The following properties are authorized to be sold on the open market:

1. 2215 West Wesley Avenue
2. 3395 West Grand Avenue
3. 4744 South Galapago Street
4. 3102 West Radcliff Drive
5. 2159 West Vassar Avenue
6. 3115 South Acoma Street

Section 3. The sale of these properties shall require the purchaser to agree as follows:

1. All households being served must qualify under the terms of the NSP1 Grant.

2. The purchasing household will undergo a minimum of 8 hours of HUD approved homeownership counseling.

3. The purchasing household must occupy the property as a principal residence for a minimum of five years.

Section 4. The sale price shall be equal to or less than the costs to acquire and redevelop the home.

Section 5. The sale proceeds will be reimbursed to the NSP1 funds and the LTAR funds upon the rehabilitation and sale of the foreclosed properties.

Section 6. The Mayor and the City Clerk are authorized to execute the proper form of deed for the conveyance of these properties pursuant to Section 72 of the Englewood City Charter.

Introduced, read in full, and passed on first reading on the 15th day of November, 2010.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 19th day of November, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 17th day of November, 2010 for thirty (30) days.

Read by title and passed on final reading on the 6th day of December, 2010.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2010, on the 10th day of December, 2010.

Published by title on the City's official website beginning on the 8th day of December, 2010 for thirty (30) days.

_____
James K. Woodward, 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 2010.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 6, 2010	10 a	Amendment to Title 16: Unified Development Code related to Landscaping and Screening Regulations
Initiated By:		**Staff Source:**
Community Development Department		Brook Bell, Planner II

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council considered proposed Title 16 amendments related to Landscaping and Screening Regulations at first reading on November 15, 2010 and set a Public Hearing for December 6, 2010. Council approved the proposed Bill for an Ordinance with an amendment to exclude "solar photovoltaic and thermal panels" from the screening requirements for Rooftop Mechanical Equipment/Flues in Table 16-6-7.8. The amendment to exclude solar photovoltaic and thermal panels is included in the attached Bill for an Ordinance.

RECOMMENDED ACTION

Recommendation from the Community Development Department to consider testimony during Public Hearing on a Bill for an Ordinance amending Title 16 of the Englewood Municipal Code related to the repeal in its entirety of 16-6-7: Landscaping and Screening, and the enactment of 16-6-7: Landscaping and Screening in its place.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The landscape regulations in the current Unified Development Code (UDC) have remained relatively unchanged since 1998. With the majority of the City's redevelopment occurring on smaller infill properties, portions of the current regulations were determined to be ineffective in relation to the City's goals for future development.

Staff and the Planning Commission have reviewed various landscape treatments within the metro area to evaluate their relative success in achieving environmental and aesthetic goals. Staff and Planning Commission's work on amendments to the landscape regulations focused on the following principles.

- Emphasize quality of landscaping and materials, rather than quantity of landscaped area.
- Locate required landscaping where it is most visible to the public and most effective in achieving its purpose.
- Provide greater flexibility for landscape solutions and encourage variety in the landscape.
- Allow maximum use of the property while minimizing visual impacts off-site.
- Offer alternative methods of compliance and expand fee-in-lieu options where appropriate.

Based on these principles, highlights of proposed amendments to the landscape regulations are summarized below.

Residential Zone Districts

- Replace landscape requirement within the public right-of-way with requirement for a percentage of landscaping to be located between the structure and street. Enhances landscape within the public realm without increasing overall landscape requirement.
- Provide 100% credit for all landscaping in the public right-of-way instead of current 50% credit.

Commercial and Medical Zone Districts

- For commercial uses in business zone districts, reduce required landscape area from 15% to 10% of the site. Creates equity for all properties in business zone districts.
- Create incentive for sidewalk tree grates. Makes tree grates count as 150 square feet of landscape.
- Replace landscape requirement within the public right-of-way with requirement for a percentage of property's landscaping to be located between the structure and street.
- Allow fee-in-lieu option to off-set 50% of site's required landscape area. Fee-in-lieu option not permitted between the principal structure and street, or for parking lots.

Industrial Zone Districts

- Reduce the required landscape area from 15% to 8%-10%, depending on property size.
- Require minimum 8 foot wide "street perimeter buffer" along all frontages with minimum plant densities. Once "buffer" requirements are met, fee-in-lieu option may be utilized for remainder of landscape requirement. Maximizes use of site while minimizing visual impacts.

Parking Lots

- Reduce minimum width of landscape area required for screening parking lots from streets and alleys. Require greater density of planting within the buffer.
- Provide incentive for masonry walls and metal fences in conjunction with plantings. Creates a high quality diverse landscape along street, while maximizing use of the site.

All Zone Districts

- Reduce amount of allowable non-living landscape from 35% to 30%. Increase living landscape from 65% to 70%. No change in overall required landscape area.
- New incentives for alternative landscape materials: masonry walls, metal fences, water features, rooftop gardens, flowering perennials, and tree grates. Provides greater flexibility and encourages variety in the landscape.
- Provide options for compliance.

Fee-in-lieu

The proposed amendments expand the fee-in-lieu option for most commercial, industrial, and multi-unit residential uses. The fee-in-lieu option is where an applicant may opt to pay a fee based on the square footage shortfall of the total required landscape area. The fee-in-lieu option may only be utilized if the City determines that an alternative compliance landscape plan is not practical or feasible.

The fee-in-lieu per square foot amount is set by Council on a periodic basis by separate Council action. The Community Development Department is currently reviewing its overall fee schedule, including the landscape fee-in-lieu amount. The last update to the fee-in-lieu amount was in 2004. The Planning Commission met on November 16, 2010 and recommended raising the fee amount to

reflect present day landscape costs. Proposed changes to the fee schedule will be presented to Council for consideration at a future date.

Landscape Manual
If proposed amendments to the landscape regulations are adopted, a supplemental Landscape Manual will be produced for distribution to the public. The user friendly Manual and associated worksheets will simplify the requirements for each zone district. The Manual will also provide supplemental reference material not appropriate for inclusion in the UDC.

CONCLUSION

The proposed amendments to UDC Landscaping and Screening regulations emphasize quality of landscaping rather than quantity, while locating the landscaping where it is most effective. Furthermore, the amendments provide greater flexibility and encourage variety in the landscape while allowing maximum use of properties through alternative methods of compliance and expanded fee-in-lieu options.

FINANCIAL IMPACT

No financial impacts are anticipated from the adoption of the proposed amendments.

LIST OF ATTACHMENTS

Staff Report – August 17, 2010
Planning and Zoning Commission Minutes – August 17, 2010
Planning and Zoning Commission Findings of Fact - Case No. 2008-04
Bill for an Ordinance

CITY OF ENGLEWOOD
COMMUNITY DEVELOPMENT

TO: Planning and Zoning Commission

THRU: Alan White, Community Development Director

FROM: Brook Bell, Planner II

DATE: August 17, 2010

SUBJECT: Case # 2008-04: Amendments to Unified Development Code 16-6-7 Landscaping and Screening

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RECOMMENDATION:

Community Development Department requests that the Planning and Zoning Commission review, take public testimony, and forward to City Council a recommendation for adoption of proposed amendments to Title 16: Unified Development Code (UDC) related to landscaping and screening.

BACKGROUND:

Staff has been working with the Planning and Zoning Commission on draft amendments to replace the landscaping and screening section of the UDC (16-6-7) in its entirety. The landscape regulations in the current UDC have remained relatively unchanged since 1998. With the majority of the City's redevelopment occurring on smaller infill properties, portions of the current regulations were determined to be ineffective in relation to the City's goals for the future development.

Staff and the Planning Commission have reviewed various landscape treatments within the metro area to evaluate their relative success in achieving environmental and aesthetic goals. The Planning and Zoning Commission's work on amendments to the landscape regulations focused on the following principles.

- Emphasize quality of landscaping and materials, rather than quantity of landscaped area.
- Locate required landscaping where it is most visible to the public and most effective in achieving its purpose.
- Provide greater flexibility for landscape solutions and encourage variety in the landscape.
- Allow maximum use of the property while minimizing visual impacts off-site.

- Offer alternative methods of compliance and expand fee-in-lieu options where appropriate.

Based on these principles, proposed amendments to the landscape regulations were presented and refined at several Planning and Zoning Commission study sessions.

ANALYSIS:

Highlights of the proposed amendments are summarized below.

Residential Zone Districts

- Replace landscape requirement within the public right-of-way with requirement for a percentage of property's landscaping to be located between the principal structure and street. Would enhance landscape within the public realm without increasing overall landscape requirement.
- Provide full credit for all landscaping. Current UDC only provides credit for 50% of landscape in public right-of-way.

Commercial and Medical Zone Districts

- For commercial uses in business zone districts, reduce required landscape area from 15%, to 10% of the site. Creates equity for commercial uses not located on South Broadway.
- Create incentives for sidewalk tree grates. Change would make tree grates count as 150 square feet of landscaping.
- Replace landscape requirement within the public right-of-way with requirement for a percentage of property's landscaping to be located between the principal structure and street. Same as in residential zone district.
- Allow fee-in-lieu option to off-set 50% of site's required landscape area. Do not allow fee-in-lieu option between the principal structure and the curb, or for screening parking lots.

Parking Lots

- Reduce minimum width of landscape area required for screening parking lots from streets and alleys. Require greater density of planting within the buffer.
- Provide incentive for masonry walls and decorative metal fences in conjunction with plantings. Creates a high quality, diverse landscape along the street while maximizing potential use of the site.

Industrial Zone Districts

- Reduce the required landscape area from 15%, to 8%-10% depending on size of property. Require minimum 8 foot wide "street perimeter buffer" along all street frontages with minimum plant material densities. Once "buffer" requirements are met, fee-in-lieu option may be utilized for the remainder of landscape requirement. Would maximize use of site while minimizing visual impacts.

All Zone Districts

- Reduce amount of allowable non-living landscape from 35% to 30%. Increase living landscape from 65% to 70%. No increase in overall requirement.
- Include incentives for alternative landscape materials: masonry walls, metal fences, water features, rooftop gardens, flowering perennials, and tree grates. Provides greater flexibility and encourages more variety in the landscape.
- Provide options for compliance. Applicant chooses which option best fits site.

PROPOSED AMENDMENTS:

Based on the guiding principles outlined above, along with Planning and Zoning Commission study session consensus on draft amendments, Staff recommends that the attached amendments replace the landscape and screening section of the current UDC (16-6-7) in its entirety.

ATTACHMENTS:

Proposed Amendments to UDC Section 16-6-7 Landscaping and Screening

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION
REGULAR MEETING
August 17, 2010

I. CALL TO ORDER

The regular meeting of the City Planning and Zoning Commission was called to order at 7:01 p.m. in the Council Chambers of the Englewood Civic Center, Chair Knoth presiding.

Present: Bleile, Roth, Welker, Knoth, Fish, Brick, Calonder
Kinton (alternate)

Absent: King, Krieger

Staff: Alan White, Community Development Director
Brook Bell, Planner II
Nancy Reid, Assistant City Attorney

II. APPROVAL OF MINUTES

August 3, 2010

Welker moved:
Fish seconded: TO APPROVE THE AUGUST 3, 2010 MINUTES

Chair Knoth asked if there were any modifications or corrections.

There were none.

AYES: Roth, Welker, Knoth, Fish, Brick, Calonder
NAYS: None
ABSTAIN: Bleile
ABSENT: King, Krieger

Motion carried.

III. PUBLIC HEARING

CASE #2008-04: Amendments to the Uniform Development Code 16-6-7 Regarding Landscaping and Screening Standards

Roth moved:
Bleile seconded: THE PUBLIC HEARING ON CASE #2008-04 BE OPENED

AYES: Bleile, Brick, Knoth, Roth, Welker, Calonder, Fish
NAYS: None
ABSTAIN: None
ABSENT: King, Krieger

Motion carried.

Mr. Bell, Planner II with the City of Englewood, was sworn in. He stated the issue before the Commission tonight is CASE #2008-04, which is proposed amendments to the Englewood Municipal Code related to landscaping and screening standards for new development and redeveloping properties. The proposed amendments will replace Section 16-6-7 Landscaping and Screening in its entirety. He stated he had already submitted for the record the Staff Report and Proof of Publication that notice of the public hearing was published in the *Englewood Herald* on July 30, 2010 and was also on the City's website from July 28th through August 17th, 2010.

The Community Development Department is requesting that the Commission review the proposed Ordinance, take public testimony and forward to City Council a recommendation for approval of the proposed Ordinance.

The landscape regulations in the current Unified Development Code (UDC) have remained relatively unchanged since about 1998. With the majority of the City's redevelopment occurring on smaller in-fill type properties, portions of the current Code were determined to be less than effective in relation to the City's goals for future development.

In drafting the amendments the Commission has focused on the following principles:

1. Emphasize quality of landscaping and materials, rather than quantity of landscaped area.
2. Locate required landscaping where it is most visible to the public.
3. Provide greater flexibility for different landscape solutions while encouraging variety.
4. Allow maximum use of the property while minimizing visual impacts.
5. Offer alternative methods of compliance and fee-in-lieu options where appropriate.

Based on these principles, proposed amendments to the landscape regulations were presented to the Commission on several occasions. At the last study session a nearly complete draft was reviewed. The final edits have been made and a copy of the proposed amendments was included in the meeting packet.

He offered to answer any questions the Commission might have.

Mr. Welker asked Staff if the landscape manual reflects the proposed changes. Mr. Bell said the City currently does not have a landscape manual. He said Staff uses a landscape worksheet, a sample of a landscape schedule and a recommended tree list. Plans are to update the landscape worksheet and then follow up with a landscape manual that has the nuts and bolts of the Ordinance but is more user friendly. The landscape worksheet is very helpful and will be amended to work with the new Code. Mr. Welker asked if it was possible for Staff to bring a worksheet to a future meeting. Mr. Bell said certainly.

Mr. Roth asked for clarification on what triggers the new amendments. He provided several examples. Mr. Bell said he was correct. The proposed development has to result in an increase of floor area by both 15% or more and 500 square feet or more.

Chair Knoth thanked Mr. Bell for his presentation.

Bleile moved:
Roth seconded: THE PUBLIC HEARING ON CASE #2008-04 BE CLOSED

AYES: Bleile, Brick, Knoth, Roth, Welker, Calonder, Fish
NAYS: None
ABSTAIN: None
ABSENT: King, Krieger

Motion carried.

Welker moved:
Calonder seconded: *CASE #2008-04, AMENDMENTS TO TITLE 16: UNIFIED DEVELOPMENT CODE OF THE ENGLEWOOD MUNICIPAL CODE, REPLACING SECTION 16-6-7 IN ITS ENTIRETY, RELATED TO LANDSCAPING AND SCREENING STANDARDS FOR NEW DEVELOPMENT AND FOR REDEVELOPING PROPERTIES, BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION FOR ADOPTION.*

Mr. Bleile said "Job well done". The landscape amendments were extremely important, at least to this Commission, and the City is better off for it. The Commission put in a lot of hours, but Mr. Bell must have put it more hours than we could begin to count. Several thanked Mr. Bell for a job well done.

Mr. Welker said he believes the Ordinance is well written and commends Mr. Bell, other Staff members and his fellow commissioners for getting it through. He said he doubts Council will have issues with it. Mr. Bell said Ms. Langon did a lot of the work also. Mr. Bleile stated he would thank her in person when he sees her.

Mr. Brick said he feels the amendment strikes a good balance between the opportunity to add development and growth to the City of Englewood while preserving the environment and landscape in the City and maintaining the aesthetic qualities of Englewood, which is very important, as well as economic development.

Mr. Welker said he believes it also addresses some of the common sense issues that previous codes have not in that it puts landscaping in the forefront where it does the best good for the public and the way people see the City and minimizes the back lot areas as far as required landscaping.

Mr. Roth noted a typo on page 14; Staff will correct. He said he feels the Ordinance is a big improvement from what the City had before. He said he is still not totally sold on the idea of requiring trees in the Commercial District; it will be interesting to see how that plays out. He said he feels the Commission should recommend to Council to set the fee-in-lieu schedule high enough to discourage its use rather than making it the most economical way out of a situation.

Ms. Reid said normally fees are set by Resolution from time to time.

Mr. Welker said he did not believe that issue needed to be a part of the amendments. Ms. Reid suggested a separate motion be made after finishing with the current motion.

AYES:	Bleile, Brick, Knoth, Roth, Welker, Calonder, Fish
NAYS:	None
ABSTAIN:	None
ABSENT:	King, Krieger

Mr. Fish stated the proposed Ordinance is a great improvement and is business friendly.

Mr. Roth voted yes and quoted from Roadmap Englewood: 2003 Englewood Comprehensive Plan Section 7:

> Goal 3, Obj. 3-2: Provide a safe, healthy, and attractive business environment;
> Goal 3, Obj. 3-3: Recognize the complementary effects between the physical appearance of both commercial districts and the surrounding residential areas; and
> Goal 5, Obj. 5-2: Increase the value and appeal of Englewood's retail and industrial corridors in order to stimulate economic growth.

Motion carried.

Roth moved:
Calonder seconded: TO RECOMMEND TO CITY COUNCIL TO SET THE FEE-IN-LIEU AMOUNT HIGH ENOUGH TO DISCOURAGE IT'S USE.

Chair Knoth asked Staff if they had a certain dollar number in mind. Mr. Bell said at least $3.00 per square foot. The fee is currently at $1.50 per square foot and it costs about $1.50 per square foot to put rock down on top of weed barrier. It costs a lot more to do irrigation and turf or shrub beds with trees. When you average in that 70% of your landscape needs to be living, not just rock, that's why it raises it considerably. When Staff does take this issue to Council he will provide a breakout of how Staff arrived at a number in terms of a non-living number and a living number and justification as to what the final number ends up being. He said the fee has been $1.50 as long as he can remember.

Chair Knoth asked if Staff could provide the Commission with that information when it became available. Mr. Bell said he would be happy to provide the Commission with the information.

Mr. Roth stated the fee needs to be high enough so that it's not the cheaper alternative. Mr. Bell said as it stands right now it would be the cheaper alternative. He said to keep in mind the fee-in-lieu is not eligible for parking lot landscaping or screening or landscaping between the principle structure and the curb.

Mr. Welker asked if the fee-in-lieu applies to just area. Mr. Bell said it counts mainly for area. The actual wording states it applies to the landscape area shortfall.

Mr. Fish asked what the purpose of fee-in-lieu is; is it to discourage landscaping or provide an alternative when a situation is difficult? Mr. Bell said it is to provide an alternative when the situation is difficult, which does happen and more so on existing properties. The applicant has to exhibit that they have tried to do some other type of alternative compliance prior to going the fee-in-lieu route. Mr. Fish said he did not disagree with Mr. Roth, but is not sure he wants a motion that says in it specifically that we are trying to discourage the use. Mr. Roth said that is what we've done with this Ordinance by making the prerequisites. Mr. Calonder said maybe it's implied for it to be discouraged. Mr. Fish said he feels the number should be raised, but didn't want the motion to say discouraged. Chair Knoth said the motion is saying the Commission would like the fee to be looked at.

Ms. Reid asked Mr. Fish if he was asking for a friendly amendment. Mr. Fish said he was not, he was just commenting on it. Mr. Brook said as far as alternatives for compliance, Staff sees the fee-in-lieu as typically the last alternative to be considered. He read the language from the amendments: "Only after it has been determined by the City that an alternative compliance plan is not practical or feasible, a fee-in-lieu equivalent may be considered".

Mr. Welker stated he was comfortable the issue has been addressed and had no problem with making a recommendation that simply says it should be high enough, but doesn't want the Commission to set the number and that certainly should not be in the Ordinance. He said if Mr. Fish doesn't think the Commission should make the motion he could vote against it.

AYES: Bleile, Brick, Knoth, Roth, Welker
NAYS: Fish, Calonder
ABSTAIN: None
ABSENT: King, Krieger

Motion carried.

IV. PUBLIC FORUM

There was no public present.

V. DIRECTOR'S CHOICE

Director White thanked the Commission for all their hard work on the Landscape regulations and for the acknowledgment of Brook's hard work. He did a great job. He said thank you to Brook.

VI. STAFF'S CHOICE

Mr. Bell thanked the Commission for their work on the landscape regulations and also thanked Tricia Langon for her work on the Amendments.

Tentative Schedule: September 8 (Wednesday): Public Hearing – Flood Plain Amendments

Mr. Bell distributed a letter from a citizen regarding the Kent Place redevelopment. He noted there was also another letter included in the meeting packet.

He stated Staff will be moving ahead to City Council with the Landscape Amendments and subsequently with the fee-in-lieu discussion. Also, Staff will be following up with the Commission regarding the revised landscape worksheet as well as the landscape manual when completed.

VII. ATTORNEY'S CHOICE

Ms. Reid had nothing further to report.

VIII. COMMISSIONER'S CHOICE

Mr. Roth stated he saw an A-frame sandwich board sitting on the sidewalk along Broadway advertising a garage sale.

Mr. Bleile asked Staff if they knew when the Kent Place redevelopment would be coming forward. Mr. Bell said there has been no formal application submitted to date. He noted the

Commission is being copied on materials received by Staff that are addressed directly to the Commission.

Mr. Bleile apologized to the Commission for missing the last few meetings. He confirmed he is as committed as he has ever been to the Commission.

Mr. Welker said since the last meeting on LED signs he has been noticing them as he drives around. He noted Littleton has quite a number of them; they are not huge signs but they do direct your attention.

Chair Knoth thanked everyone for showing up at the Boards and Commissions Appreciation Night on August 9th. Director White said he thought the Planning and Zoning Commission had the best showing of all Commissions.

The meeting adjourned at 7:30 p.m.

_____

Barbara Krecklow, Recording Secretary

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION

IN THE MATTER OF CASE #2008-04, FINDINGS OF FACT, CONCLUSIONS AND RECOMMENDATIONS RELATING TO THE UNIFIED DEVELOPMENT CODE LANDSCAPING AND SCREENING AMENDMENTS	)	**FINDINGS OF FACT AND CONCLUSIONS OF THE CITY PLANNING AND ZONING COMMISSION**
INITIATED BY: COMMUNITY DEVELOPMENT DEPARTMENT 1000 ENGLEWOOD PARKWAY ENGLEWOOD, CO 80110	)	

Commission Members Present: Bleile, Calonder, Brick, Knoth, Roth, Welker, Fish

Commission Members Absent: King, Krieger

This matter was heard before the City Planning and Zoning Commission on August 17, 2010 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 amendments to Title 16 Unified Development Code 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 the Unified Development Code Landscaping and Screening Amendments was brought before the Planning Commission by the Department of Community Development, a department of the City of Englewood.

2. **THAT** notice of the Public Hearing was published in the *Englewood Herald* on July 30, 2010 and was on the City's website from July 28th through August 17th.

3. **THAT** the Staff report was made part of the record.

4. **THAT** the amendments are designed to replace the existing landscaping and screening section of the Unified Development Code (Section 16-6-7) in its entirety.

5. **THAT** the landscape and screening regulations in the current Unified Development Code have remained relatively unchanged since 1998.

6. **THAT** the current regulations were determined to be ineffective in relation to the City's goals for future development.

CONCLUSIONS

1. **THAT** the Public Hearing on the Unified Development Code Landscaping and Screening Amendments was brought before the Planning Commission by the Department of Community Development, a department of the City of Englewood.

2. **THAT** notice of the Public Hearing was published in the *Englewood Herald* on July 30, 2010 and was on the City's website from July 28th through August 17th.

3. **THAT** the amendments are designed to replace the existing landscaping and screening section of the Unified Development Code (Section 16-6-7) in its entirety.

4. **THAT** the landscape and screening regulations in the current Unified Development Code have remained relatively unchanged since 1998.

5. **THAT** the current regulations were determined to be ineffective in relation to the City's goals for future development.

6. **THAT** the amendments are consistent with Roadmap Englewood: 2003 Englewood Comprehensive Plan Section 7, Goal 3, Objective 3-2 and 3-3 and Goal 5, Objective 5-2.

DECISION

THEREFORE, it is the decision of the City Planning and Zoning Commission that Case #2008-04 Landscaping and Screening Amendments should be referred to the City Council with a favorable recommendation.

The decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on August 17, 2010, by Mr. Welker, seconded by Mr. Calonder, which motion states:

> *CASE #2008-04, AMENDMENTS TO TITLE 16: UNIFIED DEVELOPMENT CODE OF THE ENGLEWOOD MUNICIPAL CODE, REPLACING SECTION 16-6-7 IN ITS ENTIRETY, RELATED TO LANDSCAPING AND SCREENING STANDARDS FOR NEW DEVELOPMENT AND FOR REDEVELOPING PROPERTIES, BE*

RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION FOR ADOPTION.

AYES:	Bleile, Brick, Knoth, Roth, Welker, Calonder, Fish
NAYS:	None
ABSTAIN:	None
ABSENT:	King, Krieger

Motion carried.

These Findings and Conclusions are effective as of the meeting on August 17, 2010.

BY ORDER OF THE CITY PLANNING & ZONING COMMISSION

_____

Chad Knoth, Chair

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 47
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE REPEALING TITLE 16, CHAPTER 6, SECTION 7, AND REENACTING A NEW TITLE 16, CHAPTER 6, SECTION 7, ENTITLED LANDSCAPING AND SCREENING AND AMENDING TITLE 16, CHAPTER 11, SECTION 2(B) OF THE ENGLEWOOD MUNICIPAL CODE 2000.

WHEREAS, the landscape regulations in the current Englewood Unified Development Code have remained relatively unchanged since 1998; and

WHEREAS, with the majority of the City's redevelopment occurring on smaller infill properties, portions of the current regulations were determined to be ineffective in relation to the City's goals for future development; and

WHEREAS, the proposed amendments to the Unified Development Code Landscaping and Screening regulations emphasize quality of landscaping rather than quantity, while locating the landscaping where it is most effective; and

WHEREAS, the amendments provide greater flexibility and encourage variety in the landscape while allowing maximum use of properties through alternative methods of compliance and expanded fee-in-lieu options;

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the repeal, in its entirety, Title 16, Chapter 6, Section 7, of the Englewood Municipal Code 2000 and reenacting a new Title 16, Chapter 6, Section 7 entitled Landscaping and Screening to read as follows:

16-6-7: Landscaping and Screening.

A. Purpose. The City recognizes the aesthetic, ecological, and economic value of landscaping. This Section establishes landscape standards for new development and redeveloping properties in order to enhance, improve, protect and preserve the appearance, character, and value of such properties and their surrounding neighborhoods. This Section is further intended to:

1. Enhance the aesthetic appearance of development in the City by providing standards for the quality, quantity, maintenance and function of landscaping;

2. Promote a sustainable ecological environment by enhancing air and water quality, reducing erosion and stormwater runoff, and reducing the effects of noise, heat and glare generated by development;

3. Protect public health, safety, and welfare by screening incompatible land uses, preserving the integrity of neighborhoods, and enhancing pedestrian and vehicular traffic and safety.

4. Preserve and enhance the City's urban landscape.

B. Applicability.

1. This Section shall apply when an application is made for any of the following:

a. A building permit for a new principal structure;

b. A building permit for existing principal structure(s) that results in an increase of the gross floor area by both fifteen percent (15%) or more and five hundred (500) square feet or more;

c. A zoning site plan permit for construction of a new off-street parking area or the expansion of an existing off-street parking area by both twenty percent (20%) or more and two (2) or more parking spaces;

d. A building permit for the renovation, remodeling or expansion of an existing residential structure that results in the use of such structure being changed to a non-residential use.

2. Existing Landscaping. Existing uses or lots shall not be deemed nonconforming solely because of the lack of landscaped area or landscape material in the minimum amount required by this Chapter, provided:

a. The landscaped area and material existed on the effective date of this Section;

b. The landscaped area and material are not thereafter reduced in area or size below the minimum amount required by this Section.

C. Landscape Plan.

1. Landscape Plan Required. A landscape plan shall be required to ensure that proposed landscape improvements are in compliance with the standards and requirements of this Chapter.

a. Applicability. A landscape plan shall be required for a building permit or zoning site plan permit submitted for any development identified in subsection 16-6-7(B) EMC, "Applicability".

b. Plan Requirements.

(1) One-Unit and Multi-Unit Residential Uses With Up to Four Units. Landscape plans shall be designed in accordance with this Chapter and prepared to standards outlined in the City of Englewood Landscape Manual.

(2) All Other Uses. Landscape plans shall be designed in accordance with this Chapter and contain a signed seal (stamp) of a licensed Colorado Landscape Architect, Engineer or Architect. Plans shall be submitted to standards outlined in the City of Englewood Landscape Manual.

2. Landscape Plan Waiver. Where an applicant can show that existing landscaping meets or exceeds the total landscaping required by this Section, the City Manager or designee may waive submittal of a landscape plan.

3. Revisions to Landscape Plans. Landscaping may be revised prior to final landscape inspection provided a revised landscape plan is submitted and the:

a. Landscape area and material quantities are not reduced below the minimum requirements of this Chapter, and

b. Substituted plant materials are of the same general type (i.e. tree, or shrub, groundcover) and have the same general characteristics (i.e. mature height, spread) as the plants being replaced.

4. Final Landscape Inspection. The City shall conduct a landscape inspection for substantial compliance with requirements of this Chapter as part of the final inspection for a building permit or zoning site plan permit subject to requirements of subsection 16-6-7(B) EMC, "Applicability".

D. Landscaping Requirements.

1. General Standards. Landscape requirements shall include two (2) components; required landscape area, and required landscape materials. Both the quantity of landscape area and quantity of landscape materials shall be met.

a. Minimum Required Landscaped Area. Required Landscaped Area (RLA) shall be determined by zone district requirements as demonstrated in Tables 16-6-7.3 thru 16-6-7.5 EMC below. Driveways, off-street parking areas, and public sidewalks shall not count toward Required Landscaped Area.

b. Minimum Dimensions. Any area included in calculations toward the minimum Required Landscaped Area shall have a minimum dimension of three feet (3') on any side.

c. When calculations for the required number of trees or shrubs result in a fractional number, the requirement shall be rounded up to the next higher whole number.

d. Landscaped areas may include a combination of living and non-living materials as described in subsections 2 and 3 below.

e. Landscaping materials installed within an abutting public right-of-way shall count toward the abutting property's landscape requirement.

f. Landscaped areas shall be protected from vehicular traffic by concrete curbing or other devices acceptable to the City that prevent vehicular access upon these areas. This requirement shall not apply to single unit and multi-unit residential development up to four (4) units.

g. All areas not included in Required Landscaped Area calculations shall be protected by permanent erosion control and shall not exceed maximum lot coverage requirements of the District.

h. Water Conservation (Xeriscape) Principles. The City encourages xeriscape, or water conservation principles in meeting the requirements of this Chapter. Xeriscape principles include the use of mulches, native and adapted lower water-demand plants, limited turf areas, and efficient watering methods; resulting in significantly lower water-use and decreased maintenance.

i. The City of Englewood encourages landscape designs that facilitate water quality and detention of storm drainage. Landscaped areas utilized for stormwater quality and detention may be counted toward required landscaped area.

i. Multiple-Zoned Properties. When a property is composed of more than one (1) zone district, the City Manager or designee may utilize landscape requirements of the more restrictive zone, or the larger zone, whichever best satisfies the intent of this Section.

2. Living Plant Material Standards. Living plant material includes trees, shrubs, perennials, turf, and/or ground covers. Annual plants may be installed, but shall not be used to fulfill the living plant material requirements of this Section.

a. Prohibited Species and Materials.

(1) Plant materials with thorns, spines, seedpods, or fruits are prohibited within ten feet (10') of public sidewalks or streets.

(2) Noxious Weeds. All plants listed on the Colorado Noxious Weed List shall be prohibited from being planted in the City.

(3) The following tree species shall be prohibited from being planted in the City:

(a) Box Elder (Acer Negundo),
(b) Cottonwood (female Populus Deltoides),
(c) Russian Olive (Elaeagnus Angustifolia), and
(d) Siberian Elm (Ulmus Pumila).

b. Minimum Plant Size and Requirements.

TABLE 16-6-7.1 MINIMUM PLANT SIZE AND REQUIREMENTS

Plant Material	Minimum Size	Additional Requirements
Trees	2.5" caliper deciduous 6 foot tall evergreen	• Trees shall be of a species that normally grow to a mature height of at least fifteen feet (15') in the Denver metropolitan area. A list of appropriate trees is available in the City of Englewood Landscape Manual. • Clump or multi-stem trees shall be considered as a unit; that is, as one (1) tree. • Trees shall be planted a minimum of four feet (4') from any public sidewalk or curb.[1] • Evergreens shall not be planted in the public right-of-way
Shrubs	5 gallon	
Turf	Established within sixty (60) days of planting	• Turf areas shall be planted in species normally grown as permanent lawns in the Denver metropolitan area. • Grass areas may be sodded, plugged, sprigged, or seeded, except that solid sod shall be used in swales or other areas subject to erosion.

TABLE 16-6-7.1 MINIMUM PLANT SIZE AND REQUIREMENTS		
Plant Material	**Minimum Size**	**Additional Requirements**
Ground Cover, Ornamental Grasses, and Perennials	1 gallon	
[1]The City Manager or designee may consider a smaller minimum distance on a case by case basis when an approved tree species and appropriate root barrier system is approved.		

3. Non-Living Material Standards. Non-living, durable materials commonly used in landscaping, may be used to fulfill up to thirty percent (30%) of the total landscape area requirement.

   a. Landscape materials such as mulches and rock shall be contained within landscape areas by methods that prevent the migration of such materials into pedestrian or vehicular areas.

   b. Permitted Materials and Standards

      (1) Mulch. Minimum mulch depth shall be three inches (3"). The following materials are permitted:

         (a) Wood.

         (b) Synthetic mulch material which is designed, dimensioned, textured, and colored to look like natural wood mulch and approved by the City Manager or designee. Synthetic mulch material shall not be permitted within the public right-of-way.

      (2) Rock, including boulders, rocks, and stones.

         (a) All rock used in landscaped areas shall be a minimum of three-eighths (3/8") inches in size, and be installed to a minimum depth of three (3") inches, or as necessary to adequately cover the area.

      (3) Hard Surface Materials. Decorative colored or patterned paved surfaces and brick pavers may be included in the form of walkways or patios through landscaped areas and may be counted as non-living landscaped areas. However, driveways, off-street parking areas, and all asphalt, non-patterned or non-colored concrete shall not be considered as landscaped areas.

      (4) Water features and ponds. Natural and man-made features may be used.

      (5) Artificial Turf. Artificial turf may be installed and maintained to effectively simulate the appearance of a well-maintained lawn and shall count toward a site's non-living landscape requirement.

(a) Additional Standards. The use and installation of artificial turf shall:

i. Be in accordance with all applicable requirements for drainage and water quality and not be installed on slopes greater than 6.6%.

ii. Not be permitted within the public right-of-way.

iii. Be of a type known as cut pile infill and shall be manufactured from polypropylene, polyethylene, or a blend of polypropylene and polyethylene fibers.

iv. Be installed over a compacted and porous road base material and shall be anchored at all edges and seams. Seams shall be glued and not sewn.

c. Prohibited Materials.

(1) No artificial trees, shrubs, turf, or plants shall be used to fulfill the living material requirements of this Section.

(2) The use of indoor or outdoor plastic or nylon carpeting or other materials as artificial turf or natural turf shall be prohibited.

4. Irrigation. Irrigation for all landscaping required by this Chapter shall be by an automatic irrigation system. This requirement may be waived for one-unit residential uses when a hose attachment is provided within one hundred feet (100') of any landscaped area.

5. Credit for Existing Trees.

a. Credit towards the tree planting requirements by preserving existing trees may be allowed as outlined in the following schedule:

TABLE 16-6-7.2: CREDIT FOR PRESERVATION OF EXISTING TREES

Existing Trees	Allowed Tree Credit
1 tree, 2.5" to 6" caliper	1
1 tree, greater than 6" to 12" caliper	2
1 tree, greater than 12" to 18" caliper	3

b. The following conditions must be met in order for tree credits to apply:

(1) Each existing tree shall be in a healthy and growing condition; dead limbs and branches shall be pruned.

(2) Should any tree for which credit is received under the provisions of this subsection die at any time, the owner shall, within ninety (90) days, replace the tree with an equal number of trees for which credit was given. Each replacement tree shall be of the equivalent species or a tree which will obtain the same height, spread and growth characteristics. Each replacement tree shall have a minimum caliper of two and one-half inches (2½ ") when planted.

(3) No credit shall be given for prohibited species as listed in Subsection 16-6-7(D)(2)(a)(3) EMC above.

6. Installation of Landscaping - Time of Completion.

a. The City shall not issue a Certificate of Occupancy for any building or use to which this Chapter applies until landscaping has been installed in accordance with the approved landscape plan.

b. In extenuating circumstances, such as adverse weather, where occupancy is requested prior to completion of landscaping, the owner shall enter into an agreement with the City guaranteeing that the required landscaping shall be completed within one hundred eighty (180) days or a date specified by the City. The City may require adequate financial security to assure completion of installation after occupancy.

7. Maintenance and Replacement

a. Minimum Requirement. No landscape shall be removed below the minimum requirements of this Section.

b. Maintenance. All landscaping shall be maintained in a neat, clean, and healthy condition. Maintenance shall include proper pruning, mowing of lawns, weeding, removal of litter, fertilizing, replacement of dead plants, and irrigation of all live landscaping.

(1) The owner and agent of a property shall be responsible for the ongoing maintenance of landscaped areas and irrigation systems on the property and on that portion of the public right-of-way between the curb line and the adjoining property line. See Section 11-5-5 EMC, "Property Owner's Responsibility for Public Right-of-Way".

(2) The City shall not be responsible for the maintenance of landscaping or irrigation systems installed in public right-of-way, nor shall the City be responsible for the replacement of landscaping or irrigation systems that must be removed during the repair or maintenance of utilities or other public improvements in the public right-of-way.

c. Replacement. Any landscape element, installed to meet requirements of this Section that dies or is otherwise removed shall be replaced with plant material of a similar variety and size within one hundred eighty (180) days. All replacement plants shall conform to the City's current landscaping standards.

8. Landscaping and Utility Facilities.

a. All water meter pits and/or water valve boxes shall be maintained at finished ground level and provision shall be made to insure that they remain at grade, visible, and readily accessible for easy operation, maintenance, and repair.

b. At maturity, a minimum clearance of three feet (3') shall be required between all trees, shrubs and/or landscaping features and the following: (1) fire department sprinkler connections, (2) fire hydrants and/or alarm notification devices, and (3) gas or electric meters.

c. Trees shall be planted so that at maturity they do not interfere with overhead utility lines.

9. Landscaping and Visibility.

a. Landscaping shall not obstruct the visibility of pedestrians and vehicular traffic at intersections, points of ingress and egress, or within sight distance triangles.

(1) No landscaping that exceeds three feet (3') in height above the grade of the adjacent street or alley shall be allowed in such areas, except for single trunk trees that are of such size and so spaced that no visible obstruction and/or traffic hazard is created.

E. Minimum Landscape Requirements.

1. Landscaping Standards in Residential (R) Zone Districts.

a. Applicability. Landscaping requirements of this Section shall apply in all R-1, R-2, and R-3 zone districts.

b. Landscaping Requirements. The minimum Required Landscaped Area and Plant Material quantities in residential zone districts shall be determined by Table 16-6-7.3 EMC.

TABLE 16-6-7.3: MINIMUM LANDSCAPE REQUIREMENTS IN RESIDENTIAL ZONES							
				Trees		Shrubs	
Uses	**Required Landscaped Area (RLA) (% of site)**	**Principal Structure to Curb[1, 2]**	**Side Yards and Rear Yard**	**Minimum Tree Quantity (Per sq. ft. of RLA)**	**Minimum % of Trees between Principal Structure and Curb**	**Minimum Shrub Quantity (Per sq. ft. of RLA)**	**Minimum % of Shrubs between Principal Structure and Curb**
One-Unit dwelling	40	The area, (excluding driveway, parking areas, walkways and public sidewalks) bounded by the front façade of the principal structure, side property lines, and the curb shall be landscaped.	The remainder of any Required Landscaped Area (RLA) requirement may be provided within side or rear yards.	1/625[3]	50	1/100	30
Multi-Unit dwelling (2 to 4 units)	40			1/625[3]	50	1/100	30
Multi-unit dwelling (more than 4 units)	25			1/625[3]	50	1/100	30
Non-Residential Uses	25			1/625[3]	50	1/100	30
Private Off-street Parking Lots	See Section 16-6-7(F) EMC						

[1] Corner lots. Corner lots shall also landscape the area between the side edge of the principal structure and the curb, exclusive of driveways, parking areas, walkways and public sidewalks. In addition to the minimum tree quantity above, corner lots shall provide one tree per seventy-five linear feet (75') along the side lot line exclusive of driveways.

[2] Exceptions for area between public sidewalk and curb:

- areas greater than three feet (3') wide shall be landscaped with living material.
- areas less than three feet (3') wide may be landscaped with living or non-living material.

[3] When the Required Landscaped Area is less than one thousand two-hundred and fifty (1,250) square feet, a minimum of two (2) trees shall be required.

2. Landscaping Standards for Commercial (MU) and Medical (M) zone districts.

   a. Applicability. Landscaping standards of this Section shall apply in all MU-B-1, MU-B-2, M-1, M-2, M-O-1, and M-O-2 zone districts.

   b. Landscaping Requirements. The minimum landscaping requirements in commercial and medical zone districts shall be determined by Table 16-6-7.4 EMC.

TABLE16-6-7.4: MINIMUM LANDSCAPE REQUIREMENTS IN COMMERCIAL AND MEDICAL ZONES							
				Trees		Shrubs	
Use	**Required Landscaped Area (% of site)**	**Principal Structure to Curb[1, 2,3]**	**Side Yards and Rear Yard**	**Minimum Tree Quantity (Per sq. ft. of RLA)**	**Minimum % of Trees between Principal Structure and Curb**	**Minimum Shrub Quantity (Per sq. ft. of RLA)**	**Minimum % of Shrubs between Principal Structure and Curb**
Residential 1 - 4 Dwelling Units	25[6]	The area, (excluding driveway, parking areas, walkways and public sidewalks) bounded by the front façade of the principal structure, side property lines, and the curb shall be landscaped.	The remainder of any Required Landscaped Area (RLA) requirement may be provided within side or rear yards.	1/625[4]	50	1/100	40
Residential Multi-Unit Dwelling (>4 units)	20[5,6]			1/625[4]	50	1/100	40
Commercial Single Use	10[5,6]			1/325[4]	50	1/50	40
Commercial Mixed Use (two or more land uses on site)	10[5,6]			1/325[4]	50	1/50	40
Private Off-street Parking Lots	See Section 16-6-7(F) EMC						

[1] Corner lots. Corner lots shall also landscape the area between the side edge of the principal structure and the curb, exclusive of driveways, parking areas, walkways and public sidewalks. In addition to the minimum tree quantity above, corner lots shall provide one tree per seventy-five linear feet (75') along the side lot line exclusive of driveways.

[2] Exceptions for area between public sidewalk and curb:

- areas greater than three feet (3') wide shall be landscaped with living material.
- areas less than three feet (3') wide may be landscaped with living or non-living material.

[3] If non-paved area between the principal structure and the curb is not large enough to accommodate the minimum percent of trees, then trees in approved tree grates are required, provided a five feet (5') clear space for pedestrians is maintained. See Table 16-6-7.9 EMC for incentives.

[4] When the Required Landscaped Area is less than six-hundred and twenty-five (625) square feet, a minimum of two (2) trees shall be required.

[5] Fee-in-Lieu may be used to off-set up to fifty percent (50%) of the Required Landscape Area, but shall not be utilized for area between the principal structure and the curb. See Section 16-6-7(H)(3) EMC.

[6] Alternative Compliance methods as detailed in Section 16-6-7(H) EMC may be utilized.

3. Landscaping Standards for Industrial (I) Zone Districts.

a. Applicability. Landscaping standards of this Section shall apply in all I-1 and I-2 zone districts.

b. Minimum Area Requirements. The minimum landscaping requirements in industrial zone districts shall be determined by Table 16-6-7.5 EMC.

c. Required Landscaping. The percentage of required landscaped area shall be met by first fulfilling the Street Perimeter Buffer requirement of Table 16-6-7.5 EMC. After the Street Perimeter Buffer requirement is met, the remaining Required Landscaped Area may be fulfilled by options identified in Section 16-6-7(3)(c)(2) EMC, below.

TABLE 16-6-7.5: MINIMUM LANDSCAPE REQUIREMENTS IN INDUSTRIAL ZONES

Properties/Uses	**Required Landscaped Area (RLA) (% of site)**	**Street Perimeter Buffer** (See 16-6-7(3)(c)(1) EMC for additional requirements)		**Site**	
		Minimum Tree Quantity (per linear feet of street frontage)	**Minimum Shrub Quantity (Per linear feet of street frontage)**	**Minimum Tree Quantity (Per sq. ft. of RLA)**	**Minimum Shrub Quantity (Per sq. ft. of RLA)**
Properties Less than 43,560 square feet	10	1/30	1/5	1/300	1/50
Properties 43,560 square feet or Greater	8	1/30	1/5	1/300	1/50
Water, Wastewater Treatment and Other Similar Large-Scale Public Facilities.	8[1]	1/30	1/5	1/300	1/50

[1] Where compliance to district landscape requirements may not be feasible or practical, an alternative compliance plan may be submitted.

(1) Street Perimeter Buffer.

(a) All industrially zoned properties shall provide a minimum eight feet (8') landscaped buffer along all street frontages, exclusive of driveways, walkways, public sidewalks, and structures. Street perimeter buffers are not required along public alleys.

(b) The street perimeter buffer shall be measured from the back of sidewalk (or curb if no sidewalk exists). The buffer may include private property and/or public right-of-way. For properties with detached sidewalks the buffer shall be measured from the back of sidewalk or as determined by the City Manager or designee.

(c) Fee-in-lieu shall not apply to the Street Perimeter Buffer.

(d) When the landscaped area of the Street Perimeter Buffer exceeds the Required Landscaped Area no additional landscaped area shall be required, provided requirements for the minimum quantity of trees and shrubs are met.

i. The City Manager or designee may, on a case-by-case basis, consider a request to reduce the required eight feet (8') Street Perimeter Buffer when the area of the Buffer exceeds the Required Landscaped Area.

(2) Required Landscaped Area. After the Street Perimeter Buffer requirement is met, one or more of the following options may be used to fulfill any remaining Required Landscaped Area requirement.

(a) Site. Required Landscaped Area may be provided using the Site standards in Table 16-6-7.5 EMC.

(b) Enhanced Street Perimeter Buffer. The City Manager or designee may consider a landscape plan that provides a diversity and density of plant material greater than the Street Perimeter Buffer standards required in Table 16-6-7.5 EMC.

(c) Fee-in-Lieu. Fee-in-lieu shall comply with requirements of Section 16-6-7(H)(3) EMC.

(3) It is recognized that because industrial site conditions and the wide variety of development configurations, the City Manager or designee may on a case-by-case basis consider minor deviations to this subsection whenever such deviations are more likely to satisfy the intent of these regulations.

4. Planned Unit Development (PUD) Districts. Landscaping standards shall meet all requirements of the approved Planned Unit Development.

5. Transit Station Area (TSA) Districts. Landscaping standards shall meet all requirements of the approved TSA.

F. Landscaping of Off-Street Parking Areas. Landscaping of off-street parking areas is intended to improve the aesthetic appearance of parking lots and to protect and preserve the appearance, character, and value of surrounding property.

1. Applicability. This Section applies to all principal use off-street parking areas and accessory off-street parking areas, in all zone districts except industrial. This Section shall not apply to one unit and multi-unit residential developments up to and including four (4) units. If a site subject to this Section includes an off-street parking area, the following standards shall apply.

2. Landscaping Requirements. The minimum landscape requirements for off-street parking areas shall be determined by Table 16-6-7.6 EMC.

TABLE 16-6-7.6: LANDSCAPING REQUIREMENTS FOR OFF-STREET PARKING AREAS

Location or Size of Lot	Landscape Required	Minimum Landscape Width or Area	Trees per Linear feet (L.F.) of Landscape or Area	Required Landscape Elements			Additional Regulations or Exceptions
Perimeter of Parking Lot							
Abutting Street	Yes	6'	One 2-1/2" Caliper Street Tree per 30 L.F.	Minimum two of the following Continuous Landscape Elements			16-6-7(F)(2)(a)(6) (Wall/Fence Incentives & Require-ments)
				At Maturity 30"Min.-36"Max. Ht. Shrubs at 3' O.C.	Min. of two Rows of Perennials/Groundcover at 18" O.C., or Sodded Turf	30"Min.-36"Max. Ht. Masonry Wall or Decorative Metal Fence[1]	
Abutting Alley, Rear, or Side Lot Lines	Yes[2]	5' for Head-in Parking[3], 3' for Parking Aisle	None Required	Minimum one of the following Continuous Landscape Elements			
				At Maturity 30" Min.-36" Max. Ht. Shrubs at 3' O.C.	30" Minimum Height Masonry Wall or Decorative Metal Fence [1,3]		
Interior of Parking Lot							
Applies to 20+ Parking Spaces or >6000 S.F. Lot. Provide Islands or Strip	Yes	6' Wide 90° Island, or 110 S.F. Angled Island	One 2" Caliper Tree per Stall Length	Minimum one of the following Continuous Landscape Elements. Non-living Materials Allowed if Min. Plant Requirements Below are Met.			Does not Apply to Outdoor Display for Automotive Sales.
				One 5 Gal. Shrub per 30 S.F. of Island	One Perennial/Groundcover per 4 S.F. of Island		
	Yes	6' Wide Strip Dividing Opposing Stalls	One 2" Caliper Tree per 30 L.F.	Minimum 1 of the following Continuous Landscape Elements. Non-living Materials Allowed if Min. Plant Requirements Below are Met.			
				One 5 Gal. Shrub per 50 S.F. of Island	One Perennial/Groundcover per 6 S.F. of Island		

[1] Wood fences permitted if a minimum of fifteen feet (15') from property lines adjacent to streets.

[2] Landscape area not required along the portions of side lot lines where the abutting property contains an existing structure located within three feet (3')of the property line.

[3] If a wall or fence is utilized, the minimum depth of the landscape area may be reduced to three feet (3').

a. Perimeter Landscaping. In all zone districts except for industrial, the perimeter of off-street parking areas shall be landscaped regardless of lot size or number of parking spaces.

(1) Perimeter landscaping shall be continuous except for driveways or sidewalks accessing parking area.

(2) The width of perimeter landscaping abutting a street shall be measured from the back of sidewalk (or curb if no sidewalk exists). The landscape area may include private property and/or public right-of-way.

(3) Perimeter landscaping abutting a street shall include trees with a minimum canopy height of seven feet (7') above grade at maturity.

(4) Walls or fences abutting a street shall have at least three feet (3') of living plant material on the street side of the wall or fence, except;

(a) Decorative metal fences may be located within one foot (1') of the sidewalk if the fence is at least fifty percent (50%) open.

(b) Up to twenty-five percent (25%) of the total length of a solid masonry wall may be located within one foot (1') of the sidewalk.

(5) Decorative metal fencing or masonry walls need not be continuous through perimeter landscape areas; however, other continuous landscape elements shall be present where the fence/wall is absent.

(6) Incentive for Masonry Walls/Decorative Metal Fences. Each linear foot of wall and/or fence abutting a street shall be credited as per Table 16-6-7.9 EMC "Incentives for Alternate Landscape Materials". Credit for fences/walls may not be used to reduce size or plant requirements in perimeter or interior parking lot landscape areas. An encroachment agreement shall be required if the fence/wall is within the public right-of-way.

(7) Landscape elements shall be located such that vehicle overhangs do not interfere with plantings, walls, or fences.

b. Interior Landscaping. In all zone districts except for industrial, the interior of off-street parking areas shall be landscaped if the lot contains twenty (20) or more parking spaces or is more than six-thousand square feet (6,000 sf) in area.

(1) Interior landscaping of parking areas shall include either landscape islands or landscape strips as described below.

(a) One (1) landscape island for every ten (10) parking spaces (no more than ten (10) continuous spaces without an island). Each island shall extend the length of the parking stall(s). Landscape island width shall be measured from the backs of curbs; or,

(b) A continuous landscape strip dividing opposing parking stalls with the minimum width measured from the backs of curbs. The landscape strip shall extend the width of all opposing parking stalls.

(c) Landscape islands and strips may also include non-living landscape materials if the minimum plant requirements are met. Use of walkable surfaces through landscape strips or at island edges is encouraged.

3. Landscaping in off-street parking areas shall count towards the total required landscaped area (RLA).

4. Fee-in-lieu alternative shall not apply to landscape requirements for parking areas.

5. All landscaping/fencing in off-street parking areas shall comply with sight distance requirements of the Unified Development Code of the Englewood Municipal Code.

G. Screening Requirements. These screening requirements are intended to physically buffer and visually shield adjacent land uses that are not fully compatible. Screening is intended to effectively shield adjacent properties from any adverse impacts of the subject development.

1. Applicability. All new development shall provide sufficient screening according to this subsection. Screening requirements shall be in addition to this Section's landscaping requirements.

2. Landscaping in screening areas shall count towards the total required landscaped area (RLA).

3. Fee-in-lieu alternative shall not apply to screening requirements.

4. All screening areas shall comply with sight distance requirements per Traffic Engineer.

5. Minimum Screening Requirements.

a. Screening shall be required between the following adjacent land uses and/or zone districts per Table 16-6-7.7 EMC.

TABLE 16-6-7.7: SCREENING REQUIREMENTS					
Screening Between Use or District	**Location of Screening**	**Minimum Screening Width**	**Trees per L.F. of Landscape Area**	**Required Landscape Elements (Ht. = Height) (O.C. = On Center)**	
Nonresidential Use (1) and Residential Use	Abutting Rear and Side Lot Lines. [2, 3, 4, 5, 6]	5'	One 2" Caliper Deciduous or 6' Ht. Evergreen Tree per 30 L.F.	Minimum 1 of the Following Options	
> 4 Multi-Unit Residential Use[1] Abutting <4 Unit Residential Use				At Maturity 6' Ht. Shrubs at 6' O.C.	6' Ht. Solid Fence
Industrial Use[1] and Commercial Use	Abutting Rear and Side Lot Lines. [2, 3, 4, 5]	5'	None	Minimum 1 of the Following Options	
				At Maturity 6' Ht. Shrubs at 6' O.C.	6' Ht. Solid Fence
Industrial Use[1] and Residential Use	Abutting Rear and Side Lot Lines. [2, 3, 5, 6]	5'	One 2½" Caliper Deciduous or 6' Ht. Evergreen Tree per 30 L.F.	At Side Lot Line 6' Ht. Solid Fence	
				Rear Lot Line 6' Ht. Solid Fence. If alley exists, 3' Ht. Solid Fence or at Maturity 3' Ht. Shrubs at 3' O.C.	
Industrial Use[1] and Public/Institutional Uses except for; Animal Shelters, Telecommunication, Transportation, or Utility Facilities	Abutting Rear and Side Lot Lines. [2, 3, 5]	5'	One 2½" Caliper Deciduous or 6' Ht. Evergreen Tree per 30 L.F.	At Side Lot Line 6' Ht. Solid Fence	
				Rear Lot Line 6' Ht. Solid Fence. If alley exists, 3' Ht. Solid Fence or at Maturity 3' Ht. Shrubs at 3' O.C.	

[1] Use responsible for screening at the time of development. [2] Behind the required front setback. [3] If adequate screening exists on the abutting property at the time of development; additional screening may not be required by City Manager or Designee. [4] Screening not required on a side lot line adjacent to a public street or on a rear lot line adjacent to an alley. [5] Screening not required along side or rear lot line where the structure on either property is within three feet (3') of the side or rear lot line. [6] Screening not required if the Residential Use is a Nonconforming Use.

b. Screening of Utility Facilities, Loading Areas, Outdoor Storage, Storage Yards, Trash Collection/Compaction Areas, and Rooftop Mechanical Equipment/Flues.

(1) Applicability. The screening standards in the following Table 16-6-7.8 EMC shall apply to: (1) all utility facilities visible from public or private streets, except for small scale public utility equipment commonly found in public right-of-ways or easements; and (2) to all loading areas, outdoor storage, storage yards, trash collection/compaction areas, and rooftop mechanical equipment/flues.

(2) The screening standards in Table 16-6-7.8 EMC shall not apply to areas located on sites with four or fewer residential units, or areas that are only visible from lots with industrial uses, (i.e. side or rear lot lines between two industrial uses).

TABLE 16-6-7-8: SCREENING OF UTILITY FACILITIES, LOADING AREAS, OUTDOOR STORAGE, STORAGE YARDS, TRASH COLLECTION/COMPACTION AREAS, AND ROOFTOP MECHANICAL EQUIPMENT/FLUES	
Type of Facility	**Screening Requirement**
Utility Facilities	• Utility facilities shall be fully screened from public or private streets; except for, small scale public utility equipment commonly found in public right-of-ways or easements. • Within a minimum 6-foot wide area, a minimum of one (1) continuous row of shrubs (minimum 6 feet tall at maturity) planted at a minimum spacing of 6 feet on center, and 2½" caliper deciduous or 6' height evergreen trees planted at an average of one tree every 30 linear feet. • An opaque fence or wall as tall as the facility, but no taller than the zone district maximum, may be utilized in lieu of the landscape screening above.
Truck Parking and Loading Areas	• Within a minimum 6-foot wide area, a minimum of one (1) continuous row of shrubs (minimum 6 feet tall at maturity) planted at a minimum spacing of 6 feet on center, and 2½" caliper deciduous or 6' height evergreen trees planted at an average of one tree every 30 linear feet. • An opaque fence or wall at least 6 feet in height, but no taller than the zone district maximum, may be utilized in lieu of the landscape screening above.
Outdoor Storage, Storage Yard for Vehicles, Equipment, Material, and/or Supplies	• All such areas shall be screened from view from all property lines and adjacent rights-of-way by an opaque fence or wall at least 6 feet in height, but no taller than the zone district maximum. • The fence height may exceed the zone district maximum where the difference in grade between the right-of-way and the outdoor storage area makes a taller fence necessary to effectively screen the area. • A landscaped earth berm may be used instead of, or in combination with a required fence or wall. • If such areas are covered, then the covering shall include at least one of the predominant exposed roofing colors on the principal structure.
Trash Collection/Compaction Areas for Non-Residential Uses, or Residential Uses of 5 or More Units	• Each such area shall be incorporated into the overall design of the principal structure on the site, and shall be located in the rear of the site at least 20 feet from any abutting residential uses, or if that is not feasible, then on the sides of the lot at least 5 feet from any abutting property. • No such area shall be located within 5 feet of any street, public sidewalk, internal pedestrian way, or residential use. No such area shall be located within 25 feet of the main entrance to the principal structure of any abutting property. • Each such trash collection area shall be screened from view from all property lines by an opaque fence or wall at least 6 feet in height, but no taller than the zone district maximum. The access to this enclosure shall be screened with an opaque gate. Screening fences and walls (not including gates) shall incorporate at least one of the predominant materials and one of the predominant colors used in the principal structure.

Rooftop Mechanical Equipment/Flues	• Rooftop mechanical equipment (excluding solar photovoltaic or thermal panels) appurtenances shall be screened so that they are not visible from adjacent public streets or adjacent properties less than two hundred feet (200') away when viewed from five feet (5') above grade level. Screening enclosures shall use at least one (1) of the predominant materials used in the facades of the principal structure and one of the predominant colors used in the principal structure. All air conditioning compressors shall be completely screened. All rooftop and wall vents and flues extending above the top of the nearest parapet shall be painted with one of the predominant colors used in the principal structure. Any rooftop equipment generating off-site noise shall also be baffled or otherwise attenuated to direct unavoidable noise upward or away from adjacent residential uses such that noise levels do not exceed those prescribed in 6-2-5(F) EMC.

6. It is recognized that because of the wide variety of types of developments and configurations associated with them, the City may grant minor deviations whenever such deviations are more likely to satisfy the intent of this section.

H. Alternative Methods of Compliance.

1. Purpose. It is recognized that because of the wide variety of development configurations, the City Manager or designee may on a case-by-case basis consider minor deviations to this subsection whenever such deviations are more likely to satisfy the intent of these regulations. Alternative compliance is a process that allows modifications to existing regulations due to unique site conditions. In cases where the percentage of required landscaping or compliance with other standards may not be practical or feasible, the applicant may submit an alternative compliance landscape plan.

2. Alternative Compliance Landscape Plan Criteria. The City Manager or designee may review and approve the proposed plan if the alternative is consistent with the general intent and purpose of this Section. The proposed alternative compliance plan shall include information that substantiates the reasons for the requested modification. In addition, the City may approve the alternative compliance plan if it determines the proposed plan will more adequately comply with the intent of this section, or if it determines that one of the following conditions exist regarding the subject property:

a. The strict application of these standards is not possible due to unique site conditions such as location of structures, configuration of the lot, topography, existing landscaping; or

b. Safety considerations are involved such as site distance, pedestrian circulation; or

c. The property has space limitations that exist as a result of the location of existing structures, paved areas, and other built features.

3. Fee-In-Lieu.

a. Applicability. Fee-in-lieu shall apply only to development, redevelopment, renovation, remodel, or expansion in the following zone districts and/or to the following uses: MU-B-1, MU-B-2, I-1, I-2, commercial and more than four multi-unit dwellings uses in the M-1, M-2, M-0-1, M-0-2, zone districts and nonresidential uses in the MU-R-3-A and MU-R-3-B zone districts. Within these zone districts, fee-in-lieu shall not be eligible for:

(1) Landscape requirements for Off-street Parking Lots or Screening between Uses or Districts.

(2) Landscape requirements between the principle structure and curb.

(3) The Street Perimeter Buffer in industrial zone districts.

b. Amount of Fee-In-Lieu/Accounting. Only after it has been determined by the City that an alternative compliance plan is not practical or feasible, a fee-in-lieu equivalent may be considered. The fee-in-lieu shall be based on a fee amount set by Council and calculated based on the square footage shortfall of the total required

landscaped area. The fee shall be paid to the City and an accounting shall be made for landscaping and beautification of areas as determined by the City.

I. Incentives for Alternative Landscape Materials.

TABLE 16-6-9 : INCENTIVES FOR ALTERNATIVE LANDSCAPE MATERIALS		
Alternative Landscape Material	**Unit of Measurement for Alternative Material**	**Equivalent to Unit of Standard Material**
Masonry Wall or Decorative Metal Fence.	1 Linear Feet	3 Square Feet of RLA
Englewood Standard Fence	1 Linear Feet	6 Square Feet of RLA
3' Minimum Height Green Screen with Vines	1 Linear Feet	3 Square Feet of RLA
Water Feature	1 Square Feet	1 Square Feet of RLA
Rooftop Gardens	1 Square Feet	0.5 Square Feet of RLA
One Gallon Perennial or Groundcover	4 Plants	1 Five Gallon Shrub
City Approved Tree Grate with Minimum 2-1/2" Cal. Street Tree Between Principal Structure and Curb	1 Tree Grate, Not to Exceed 1 Grate per 25 Linear Feet of Lot Frontage	150 Square Feet of RLA

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 11 Section 2(B), "*Definition of Words, Terms, and Phrases*" of the Englewood Municipal Code 2000 by inserting in alphabetical order to read as follows:

16-11-2: Definition of Words, Terms, and Phrases.

B. *Definition of Words, Terms, and Phrases.*

Denver Metropolitan Area: The area defined within the Denver Regional Council of Governments (DRCOG), Metropolitan Planning Organization (MPO) Boundary.

Section 3. Grandfather Clause. Existing uses or lots shall not be deemed nonconforming solely because of the lack of landscaped area or landscape material in the minimum amount required by this Chapter, provided that the landscaped area and material existed on the effective date of this Chapter, and the landscaped area and material are not thereafter reduced in area or size below the minimum amount required by this Section.

Section 4. 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 5. 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 6. 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 7. 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 8. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, amended and passed on first reading on the 15th day of November, 2010.

Published by title as amended in the City's official newspaper on the 19th day of November, 2010.

Published as a Bill for an Ordinance as amended on the City's official website beginning on the 17th day of November, 2010 for thirty (30) days.

ATTEST:

_____
James K. Woodward, Mayor

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, amended and passed on first reading on the 15th day of November, 2010.

_____
Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 6, 2010	10 b	Public Hearing on the Medical District Small Area Plan Amendment
Initiated By: Community Development Department		**Staff Source:** John Voboril, Long Range Planner II

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Community Development staff held the following Study Sessions with the Englewood City Council concerning the Medical District Small Area Plan Amendments:

July 26, 2010 Review of Planning and Zoning Commission's Positions on Medical District Sub-areas 2, 3, and 5 and Review of Proposed Amendments to the Small Area Plan.

November 1, 2010 Report on Planning and Zoning Commission Hearing on the Small Area Plan Amendments.

RECOMMENDED ACTION

Recommendation from the Community Development Department to consider testimony during the Public Hearing on amendments to the *Englewood Downtown and Medical District Small Area Plan* goals and objectives for Medical District sub-areas 2, 3, and 5.

BACKGROUND

The Downtown and Medical District Small Area Plan process was initiated in response to desires of the Englewood Planning and Zoning Commission and the Englewood City Council to foster economic development within the City's historical Downtown and Medical Districts. First phase stakeholder meetings took place in 2006, and culminated in the adoption of the Englewood Downtown and Medical District Small Area Plan policy document in 2007. Follow up work by Community Development Staff and the Planning and Zoning Commission led to the development of new Medical Zone Districts for portions of the hospital area, which went into effect in 2009.

Around the time of final adoption of the new Medical Zone District regulations and the related zoning map amendment, Planning and Zoning Commission members shifted attention to portions of the Medical District that had not been addressed in the rezoning process. Planning Commission members felt that some portions of these sub-areas should be reconsidered for Medical Zone District designation, while the zoning of other portions of theses sub-areas should be reformed in order to prevent hospital expansion, as well as promote infill development consistent with the scale of the existing residential neighborhood. In order to address the concerns of Planning Commission

members, Community Development staff developed a Phase II planning process featuring a new round of community stakeholder meetings designed to address unresolved issues.

Residents, property owners, and business owners having personal interests within and one block beyond the study area boundaries were invited to participate as community stakeholders in the *Englewood Downtown and Medical District Small Area Plan* stakeholder planning process. Three stakeholders meetings were held on April 1st, 15th, and 27th, 2010 in order to gather information from stakeholders to be incorporated into a set of goals and objectives.

Phase II Medical District stakeholder meetings were held in April of 2010. An agenda was developed to take place over three meetings. A Planning and Zoning Commission study session was held on May 4th to review stakeholder feedback and the draft goals and objectives. Planning Commission members were also asked to consider an alternative proposed by a number of sub-area 2 stakeholders to down-zone the entire sub-area from a mixed used multi-unit residential and office district to a single-unit residential district. Planning Commission members made the following points in opposition to the down-zoning alternative:

3400 Block of Logan and Grant Street

- This area is immediately adjacent to the Swedish Medical Center Campus on the east and the Downtown Business District to the west, and the Old Hampden Avenue commercial corridor on the south, and therefore is geographically situated to serve as a logical area for medical or high density residential development. Treating these blocks as Areas of Change is consistent with the historical policy of using Girard Avenue as the dividing line between hospital-influenced and protected neighborhood areas.

- None of the sub-area 2 stakeholder meeting attendees lives in the 3400 blocks of Logan and Grant Streets. Half of the properties on these blocks are owned by investors as rental properties.

3200 Block of Sherman, 3200 and 3300 Blocks of Grant Street

- The area has been zoned as a Multi-unit Residential Zone District since 1955, and has been identified as such in all of the City's Comprehensive Plans since that time.

- A significant number of multi-unit residential buildings currently exist in this area. Down-zoning the area to a Single or Two Unit Residential Zone District would create a number of non-conforming land uses, which are best avoided unless there is a compelling argument that these uses are no longer compatible due to a significant change in character and conditions of the area in question.

- The area is not in danger from redevelopment pressure at this time. No multi-unit residential buildings have been built in the neighborhood since the early 1970's. No offices have ever been built in the area, even though it has been a permitted use since 1955.

- Over the long run (20-40 years from now), it is in the City's interest to retain the City's existing Mixed-Use Multi-unit Residential and Limited Office Zone Districts in order to serve as locations that can accommodate demand for new development in order to take development pressure off of the City's existing Single and Two Unit Residential Zone Districts.

- There is support from the Commission to delete inpatient hospital use from the table of allowed uses, due to the fact that the conditions of the surrounding area have changed with the rezoning of portions of the area to the new Medical Zone Districts, which are a better fit for hospital-related development. The Commission also expressed some amount of willingness to consider the possibility of either removing office use outright since there are no existing offices in the area, or alternatively capping the size of offices to no more than 10,000 square feet. The Commission also expressed willingness to reduce height from 60 to 40 feet in order to match the existing multi-unit residential buildings.

A City Council Study Session was held on July 26th to determine Council's position on proposed policies for each sub-area. Council was supportive of shared stakeholder and Planning Commission directions for sub-areas 3 and 5. In the case of sub-area 2, Council opted to support the position of the Planning and Zoning Commission for rezoning the areas south of Girard Avenue to Medical and working with stakeholders to reform the existing zoning north of Girard Avenue in order to prevent large-scale development out of character with the existing neighborhood, while still preserving property rights associated with the long-standing mixed use zoning. Council was not supportive of the proposed alternative to down-zone the entire sub-area to a single-unit residential zone district.

At the next regular meeting following the public hearing, staff will request that Council adopt the Small Area Plan Amendment by Resolution.

LIST OF ATTACHMENTS

Planning and Zoning Commission Hearing Minutes
Planning and Zoning Commission Findings of Fact
Proposed Small Area Plan Amendments
Map of Subareas

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION
REGULAR MEETING
October 5, 2010

I. CALL TO ORDER

The regular meeting of the City Planning and Zoning Commission was called to order at 7:04 p.m. in the Council Chambers of the Englewood Civic Center, Chair Knoth presiding.

Present: Bleile, Roth, Welker, Krieger, Knoth, Fish, Brick, Calonder
Kinton (alternate) (exited at 8:55)

Absent: King

Staff: Alan White, Community Development Director
John Voboril, Planner
Nancy Reid, Assistant City Attorney

II. APPROVAL OF MINUTES

September 21, 2010

Welker moved:
Krieger seconded: TO APPROVE THE SEPTEMBER 21, 2010 MINUTES

Chair Knoth asked if there were any modifications or corrections.

There were none.

AYES: Roth, Welker, Krieger, Knoth, Fish, Brick, Calonder
NAYS: None
ABSTAIN: Bleile
ABSENT: King

Motion carried.

III. PUBLIC HEARING

Case #2010-01, Amendments to the Englewood Downtown and Medical District Small Area Plan

Krieger moved:
Fish seconded: TO OPEN THE PUBLIC HEARING ON CASE #2010-01

AYES:	Roth, Welker, Krieger, Knoth, Fish, Brick, Calonder, Bleile
NAYS:	None
ABSTAIN:	None
ABSENT:	King

Motion carried.

Mr. John Voboril, Planner, was sworn in. He provided background information on the Englewood Medical and Downtown Small Area Plan process to date. Community Development staff kicked off the small area planning process for the Englewood Downtown and Medical District in the fall of 2006. A number of stakeholder meetings were scheduled and 5,000 invitations were mailed out to all business, property owners and residents within the medical district and downtown district boundaries as well as one block beyond these boundaries. Three hundred people registered as stakeholders and out of those 150 actually attended the meetings. From the feedback gathered from the stakeholders staff developed a vision, goals and objectives that were then put together in the Small Area Plan document. This document was then taken to a public hearing before the Planning and Zoning Commission and was forwarded with a favorable recommendation to City Council. City Council adopted the document by Resolution in the spring of 2007.

The second step in the planning process was then to turn to looking at new medical zone district regulations for the areas identified as areas of change in the Small Area Plan process. Staff analyzed the existing zoning for major deficiencies and then began to develop new concepts for new zones in the areas. Those concepts were then brought back to the Planning Commission for a series of study sessions where the Commission helped to refine those concepts. Next, staff went back out to the stakeholders and held another meeting to present the concepts. Staff received a very favorable reaction to the concepts from the attendees. Staff then began to codify the language of the concepts into real regulations that could then be included in the Unified Development Code. A public hearing was then held on the regulations as well as the proposed area for rezoning. Those also were met with a favorable recommendation from the Planning Commission to the City Council. City Council also held a public hearing and first and second readings and voted to approve the two Ordinances; the first to amend the Code with the new medical district regulations and the second to rezone the area that was designated as an area of change. Today those areas have been rezoned to M-1 and M-2 medical.

At the conclusion of that process the Planning Commission realized there were a number of outstanding issues that had not been resolved. These include the following:

1. In areas of stability overnight in-patient hospital use is still an allowed use in the areas north of Girard.
2. The 3400 block of Logan and Grant Streets should be reconsidered as an area of change due to the fact that this area is just to the west of the Swedish campus

and is between the campus and the downtown area and therefore would make a logical area of change.

3. Sub-area 5 stakeholders should be reengaged concerning the possibility of increasing development options due to the area's proximity to the highway.

Community Development Staff, in response to these issues, put together a Phase II stakeholder process for these unresolved issues. Focus was on Sub-areas 2, 3 and 5. 1,673 invitations were sent out to all residents, business and property owners within these three sub-areas as well as one block beyond the borders. One hundred and seven people registered for the meetings and 55 people actually attended the meetings.

At the first meeting staff showed the stakeholders the existing conditions and talked about the new medical zoning district regulations. They were asked to take some time to consider whether these new zoning regulations were something they felt would be a good fit for their areas. They came back two weeks later and provided their input to staff. The vast majority of stakeholder comments was that no, these medical district regulations are not really appropriate for these areas. The one exception to that was there were a few stakeholders in the 3400 blocks of Grant and Logan Streets that did express support for the new medical district regulations for these blocks. At the same time, there also were a number of stakeholders that were living north of Girard in Sub-area 2 that were opposed to the new medical district regulations for the 3400 blocks of Grant and Logan Street. For the second half of the meeting staff said since the stakeholders were not interested in becoming areas of change and being rezoned to medical district regulations, would stakeholders then be in favor of reforming the existing zoning so stakeholders would be better protected from unwanted hospitals uses or large, dense uses coming into your area? By and large they were very supportive of that in both Sub-areas 2 and 3. Residents in Sub-area 5 are not affected by hospital use, but they wanted some additional redevelopment opportunities they currently do not have such as small offices, retail uses, or adding more residential units per land area.

Staff then took the stakeholder feedback and developed draft goals and objectives and presented them to the stakeholders at the third meeting. A visual preference survey was also conducted at this meeting where staff showed different sizes of development and asked them if that particular picture was an appropriate scale for your neighborhood or not. This exercise gave staff a good idea of what the stakeholders felt was an appropriate scale to use in future study sessions to figure out what these zoning regulations ought to be.

Planning Commission was asked to consider a request from several sub-area 2 stakeholders to down-zone the entire sub-area from a mixed use multi-unit residential and office district to a single-unit residential district. Planning Commission did not favor this option.

Mr. Voboril reviewed the proposed amendments, concluded his presentation with suggested Findings of Fact, and answered questions from the Commission.

Mr. Welker said you indicated stakeholder correspondence was sent to the people in the medical district, including the management of Swedish and Craig Hospitals. Is that true?

Mr. Voboril said yes. Letters were sent to the hospitals inviting them to participate in the meetings and members from Craig hospital did attend the stakeholder meetings.

Chair Knoth said as a clarification, the amendments are not for zoning changes, they are just for guidelines. Mr. Voboril said yes, these are changes to the Small Area Plan document that was approved in 2007. It is a policy document giving staff official guidance of how we should conduct study sessions to look at zoning regulations. These are not laws, they are goals and objectives. Chair Knoth asked if someone came in to do a project tomorrow what regulations would apply. Mr. Voboril said if a project came in tomorrow they would have to follow the existing regulations in those areas as the Commission and staff has not done any actual zoning work. Staff will hopefully be moving forward with these regulations toward the end of the year if time allows. After analyzing the issues and holding study sessions with the Planning Commission staff will probably want to call back the stakeholders to show them the proposed changes and then go forward with the formal process to change the zoning regulations in these areas.

Chair Knoth asked if there were any further questions for Mr. Voboril. There were not. Chair Knoth thanked Mr. Voboril for his presentation.

The following persons spoke during the public hearing:

1. R.J. Scheck
2. Charles Smith
3. Maureen White
4. Gerald Tindall
5. Paul Douden
6. Cynthia Searfoss
7. Lisa Warren
8. Linda Cohn
9. Constance Crawford
10. Don Kent
11. Matthew Machetta
12. Patrick Neil
13. Jim Christensen

Bleile moved:
Roth seconded: TO CONTINUE THE PUBLIC HEARING ON CASE #2010-01 TO A LATER DATE.

AYES: Bleile
NAYS: Roth, Welker, Krieger, Knoth, Fish, Brick, Calonder

ABSTAIN: None
ABSENT: King

Motion failed.

Brick moved:
Fish seconded: TO CLOSE THE PUBLIC HEARING ON CASE #2010-01

AYES: Roth, Welker, Krieger, Knoth, Fish, Brick, Calonder
NAYS: Bleile
ABSTAIN: None
ABSENT: King

Motion carried.

Krieger moved:
Welker seconded: CASE #2010-01 *AMENDMENTS TO THE ENGLEWOOD DOWNTOWN AND MEDICAL DISTRICT SMALL AREA PLAN, BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION FOR ADOPTION.*

Mr. Welker said he wanted to let everyone in the audience know all the Commissioners are citizens of the City of Englewood; we don't all live in your neighborhood, but live in other neighborhoods in the City and have similar concerns. He stated he is the senior member of the Commission having been on it since 1995. The Commission has been through a lot of issues where changes have upset people in the City and most of it is under the guise of that we are somehow threatening your livelihood, devaluing your property, etc. The Commission's goal is not to do any of that and doesn't believe it is Council's either. We are trying to deal with things that will keep the City viable and allow the businesses, like Swedish, that are thriving to continue, but put some limits on them. These are goals, not laws or ordinances. He extended an invitation to all to attend Planning and Zoning meetings and become involved in the process. He noted the Commission is scheduled to meet twice a month. He assured the audience the Commission does care and this is not the end of this discussion; it is not going to force something down your throats. Please convey that statement to the other people that you represent or that you know of that have concerns. We are here to try to work out solutions that will be good for the City in the long run; 20 to 40 years ahead.

Ms. Krieger said to the best of our knowledge, there is no huge plan here. Swedish isn't planning on buying up the whole neighborhood that anyone knows about. There aren't any developers that are sitting there ready to snap up your property. Development could be small offices, multi-family, it could be anything. There is no hidden agenda here. From where the Commission stands, especially the two blocks of Logan and Grant, when you

look at a map of the City it's completely encased by everything else. That is why from the Commission's standpoint and from a developer's standpoint it looks like a good place eventually to fill in. That doesn't mean it's going to happen tomorrow. No one can force you to sell your house as witnessed by the woman who did live in the center of Swedish Hospital. In order to have huge development a number of people have to sell. As you have all seen tonight, there are a number of differing viewpoints. Some people are afraid their property values are going to go down, others think they will go up, some owners want the ability to rent their property and others like their neighbors that are invested and want more homeowners. There's a whole range of goals out there. The Commissions job is to try to sort out all of that and figure out what is best for the City in the long run, not in the short run.

Mr. Fish said he felt Staff has done a good job of communicating. He said that is one point he must disagree with the public on. He said he wanted it on the record that he believes the process of communicating to the community and the feedback the community has given us has been an outstanding process and doesn't think it can really be improved. There have been multiple meetings with the public. Everyone has had a chance multiple times to speak. As Mr. Welker, said this process is not finished; there is still time to participate. He said he appreciated everyone that attended tonight's meeting.

Ms. Krieger noted what the City envisions and what actually happens can be completely different things as evidenced by the old Comprehensive Plan. If people love their neighborhood, invest in their houses, and want it to be residential it will stay that way regardless of what vision the City has.

Mr. Bleile said he has many things he would like to say and would like to continue this even if it's not from a public perspective. He said he has a page and a half of things, both rebuttals from the public and he is not necessarily sold on some of the additions. He said he does agree that the process the Planning and Zoning Commission and Community Development has done to reach out to this small medical area community has been outstanding. He said he doesn't know how many city governments anybody else has participated in, but this particular City has held numerous public hearings on this side of the fence. There have been numerous community events, flyers sent out, and the Commission has been working on this for years. He quoted a comment he made at an earlier meeting this year saying he was very disappointed that the Commission has had this much progress on the plan and nobody has come forward...zero, not one in 4 years had come forward to this Commission to go on record in front of us. We have asked and reached out and it has been an outstanding effort. He said maybe that is because he sees the work that has transpired from Community Development and maybe you, the public, do not. There has been a tremendous effort to put this information out there. He said the members of this Commission is not here because we are paid by Swedish, we don't have any more vested an interest that Swedish expands versus one of you wanting to sell your house for development. We are here to protect not only your interest. The person sitting behind you isn't going to have the same vested interest as the person sitting in front of you. The

Commission cannot make decisions that are going to be perfect for everybody; you all know that. We put on our citizens hats quite often in meetings. As a Commission we have the duty to not just you guys here tonight, but the 21,000 other citizens that are not here speaking. We have to balance the needs of all the citizens, businesses, #1 employer, etc. What we decide is not final, this goes to City Council and the public gets to go through the process all over again. This is by no means the last step nor is it the first step, it is just a step. This is how government works.

Chair Knoth said he believes the Commission has tried to soften the edges and tried to cut down heights, not allow hospital use in other parts of town where we don't want it and that is what is stated in these goals and guidelines. It's not completely down zoning into a single family situation, but said he didn't think that is what we want to see in this area.

Mr. Roth addressed the down zoning issue. He said the problem with down zoning is it makes many properties, such as apartments, in the area non-conforming, which limits the owner's ability to do improvements on those properties.

Mr. Fish said down zoning could create a situation in which the commercial properties would then begin to deteriorate. We don't know if it would actually happen, but that is certainly a likely possibility if they can no longer function as commercial properties. That is not in the best interest of the area.

Mr. Welker stated we cannot take the commercial properties right to exist away either because they are property owners just like you are. The Commission must do what we believe is best for the future. Single-family housing is always acceptable as an existing use within higher zoned districts. The Commission is not taking away your right to have a house in those districts ever as long as it is there now, but we are not going to allow a car dealership to move in. There are certain areas where things are appropriate.

Mr. Bleile said he wanted to address more of the public, but they have been leaving. It's frustrating that folks that got up and spoke to us and expected input have left. Knowing that they were going to trickle out I wanted to have an opportunity to actually speak to everyone that was here. Ms. Krieger said that is a problem we always have. Mr. Welker said they can always listen to the minutes.

AYES:	Roth, Welker, Krieger, Knoth, Fish, Brick, Calonder, Bleile
NAYS:	None
ABSTAIN:	None
ABSENT:	King

Mr. Brick said he voted yes on the Amendments because they are consistent with the following Objectives in Roadmap Englewood: 2003 Englewood Comprehensive Plan:

1. Section 5 Housing, Goal 2 Objective 2-3: Upgrade or replace substandard residential units.
2. Section 7 Business and Employment, Goal 1 Objective 1-2: Actively engage in attracting new businesses to the City.
3. Section 7 Business and Employment, Goal 3 Objective 3-3: Recognize the complementary effects between the physical appearance of both commercial districts and the surrounding residential areas.
4. Section 7 Business and Employment, Goal 5 Objective 5-2: Increase the value and appeal of Englewood's retail and industrial corridors in order to stimulate economic growth.

Ms. Krieger said she was voting yes too because she agreed with Mr. Brick.

Mr. Roth voted yes and also agreed with Mr. Brick.

Motion carried.

IV. PUBLIC FORUM

Charles Smith shared concerns about staff not being introduced at the start of the meeting and asked what Swedish Hospital's role was in the Small Area Plan.

Cynthia Searfoss said many people left tonight frustrated and angry before the Commission was allowed to talk to the audience. The guidelines for holding a public hearing were discussed.

Paul Douden also shared concerns about staff not being introduced. Several Commissioners noted Mr. Voboril did introduce himself at the beginning of his testimony.

V. DIRECTOR'S CHOICE

Director White did not have any matters to bring before the Commission.

VI. STAFF'S CHOICE

Director White stated the next meeting will be on October 19th, a study session regarding the medical marijuana amendments.

VII. ATTORNEY'S CHOICE

Ms. Reid stated for the public that is still here, when you make a decision in the quasi-legislative roll, you have to have facts and something on which to base your decision, which is what Mr. Brick explained. There have been a number of meetings with the residents of the medical district and that is the time that staff allowed for give and take. It needs to be

understood that the Commission can only make a decision based upon what is provided in the public hearing. The purpose of the stakeholder meetings is to allow everyone in the area to give input to staff before the issue gets to the Commission.

VIII. COMMISSIONER'S CHOICE

Mr. Brick said he appreciated Ms. Reid's clarification.

Mr. Welker said he's not sure it's a problem that can easily be fixed. He said he believes all the Commissioners would like to have a better dialogue and better communication with ourselves, with Council, with Staff and the citizens; we do the best we can. He said he felt like Staff and the Commission has tried to get public input.

Mr. Brick said he feels we have been successful too. There were probably 20 to 30 people here; that usually does not happen.

Mr. Welker said the problem is those people leave here feeling they were unheard.

Ms. Krieger said and the Commission is actually thrilled to have them attend.

The meeting adjourned at 9:35 p.m.

_____

Barbara Krecklow, Recording Secretary

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION

IN THE MATTER OF CASE #2010-01, FINDINGS OF FACT, CONCLUSIONS AND RECOMMENDATIONS RELATING TO AMENDMENTS TO THE ENGLEWOOD DOWNTOWN AND MEDICAL DISTRICT SMALL AREA PLAN	)	**FINDINGS OF FACT AND CONCLUSIONS OF THE CITY PLANNING AND ZONING COMMISSION**
INITIATED BY: **COMMUNITY DEVELOPMENT DEPARTMENT** **1000 ENGLEWOOD PARKWAY** **ENGLEWOOD, CO 80110**	)	

Commission Members Present: Krieger, Calonder, Fish, Knoth, Roth, Welker, Kinton, Brick, Bleile

Commission Members Absent: King

This matter was heard before the City Planning and Zoning Commission on October 5, 2010 in the City Council Chambers of the Englewood Civic Center.

Testimony was received from staff and the public. The Commission received notice of Public Hearing, the Staff Report, and a copy of the proposed amendments to the Englewood Downtown and Medical District Small Area Plan which were incorporated into and made a part of the record of the Public Hearing.

After considering the statements of the witnesses, and reviewing the pertinent documents, the members of the City Planning and Zoning Commission made the following Findings and Conclusions.

FINDINGS OF FACT

1. **THAT** the Public Hearing on the Amendments to the Englewood Downtown and Medical District Small Area Plan was brought before the Planning Commission by the Department of Community Development, a department of the City of Englewood.

2. **THAT** notice of the Public Hearing was published in the *Englewood Herald* on September 17, 2010 and was on the City's website from September 9 through October 5, 2010.

3. **THAT** the Downtown and Medical District Small Area Plan process was initiated in response to desires of the Englewood Planning and Zoning Commission and the Englewood City Council to foster economic development within the City's historical Downtown and Medical Districts.

4. **THAT** residents, property owners, and business owners having personal interests within and one block beyond the study area boundaries were invited to participate as community stakeholders in the Englewood Downtown and Medical District Small Area Plan stakeholder planning process.

5. **THAT** three stakeholder meetings were held on April 1, 15, and 27, 2010 with neighborhood residents and property owners in order to gather information from stakeholders to be incorporated into a set of goals and objectives.

6. **THAT** study sessions were held with the Englewood Planning and Zoning Commission on May 4th, the Englewood City Council on July 26th, 2010, and the Englewood Planning and Zoning Commission on August 3rd, 2010 in order to establish policy directions and corresponding goals and objectives for future planning efforts regarding Medical District sub-areas 2, 3, and 5.

7. **THAT** the amended Englewood Downtown and Medical District Small Area Plan goals and objectives are consistent with the intent of the goals and objectives of Roadmap Englewood: 2003 Englewood Comprehensive Plan.

8. **THAT** the proposed Amendments to the Englewood Downtown and Medical District Small Area Plan should be adopted as guiding principles for the development of zoning reform strategies for Medical District sub-areas 2, 3, and 5.

CONCLUSIONS

1. **THAT** the Public Hearing on the amendments to the Englewood Downtown and Medical District Small Area Plan was brought before the Planning Commission by the Department of Community Development, a department of the City of Englewood.

2. **THAT** notice of the Public Hearing was published in the *Englewood Herald* on September 17, 2010 and was on the City's website from September 9 through October 5, 2010.

3. **THAT** all testimony received from staff members and the public has been made part of the record of the Public Hearing

4. **THAT** residents, property owners, and business owners having personal interests within and one block beyond the study area boundaries participated as community stakeholders.

5. **THAT** the proposed Amendments are consistent with the goals and objectives of Roadmap Englewood: 2003 Englewood Comprehensive Plan.

6. **THAT** the proposed Amendments should be adopted as part of the Englewood Downtown and Medical District Small Area Plan.

DECISION

THEREFORE, it is the decision of the City Planning and Zoning Commission that Case #2010-01 Amendments to the Englewood Downtown and Medical District Small Area Plan should be referred to the City Council with a favorable recommendation.

The decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on October 5, 2010, by Ms. Krieger, seconded by Mr. Welker, which motion states:

> CASE #2010-01 *AMENDMENTS TO THE ENGLEWOOD DOWNTOWN AND MEDICAL DISTRICT SMALL AREA PLAN, BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION FOR ADOPTION.*

AYES:	Fish, Knoth, Roth, Welker, Calonder, Krieger, Brick, Bleile
NAYS:	None
ABSTAIN:	None
ABSENT:	King

Motion carried.

These Findings and Conclusions are effective as of the meeting on October 5, 2010.

BY ORDER OF THE CITY PLANNING & ZONING COMMISSION

_____

Chad Knoth, Chair

PROPOSED AMENDMENTS TO SMALL AREA PLAN GOALS AND OBJECTIVES (Edits Underlined)

Medical Sub-area 2 Goal A

Strengthen and stabilize the neighborhood character of the existing residential portions of sub-area 2 through revitalization strategies.

Obj. 2A-1 Reduce the number of single-unit rental homes through conversion to home ownership.

Obj. 2A-2 Expand and concentrate programs/loans/grants for revitalizing older homes.

Obj. 2A-3 Strengthen enforcement of codes concerning yard maintenance, junk, and outside storage.

Obj. 2A-4 Discourage hospital expansion in the residential portion of sub-area 2.

Obj. 2A-5 Explore the potential for revitalizing existing multi-unit buildings.

Obj. 2A-6 Consider zoning reforms to protect portions of sub-area 2 currently zoned MU-R-3-B along Grant Street and the 3200 block of Sherman Street that prevent high density medical and residential development.

Obj. 2A-7 Consider removing non-conforming status for existing apartment buildings in order to encourage remodeling, maintenance, and condo conversions.

Medical Sub-area 2 Goal B

Encourage change in existing commercially-zoned areas of sub-area 2 along the Old Hampden corridor, as well as the 3400 block of Grant and Logan Streets.

Obj. 2B-1 Encourage the development of new mixed-use projects including medical facilities, offices, housing, and small-scale commercial uses along the Old Hampden corridor.

Obj. 2B-2 Consider designating the 3400 blocks of Grant and Logan Streets as an area of change for future medical and high density residential uses.

Medical Sub-area 3 Goal A

Strengthen and stabilize the neighborhood character of the existing residential portions of sub-area 3 through revitalization strategies and limited reinvestment strategies.

Obj. 3A-1 Reduce the number of single unit rentals homes through conversion to home ownership.

Obj. 3A-2 Expand and concentrate programs/loans/grants for revitalizing older homes.

Obj. 3A-3 Strengthen enforcement of codes concerning yard maintenance, junk, and outside storage.

Obj. 3A-4 Discourage further over night in-patient hospital expansion beyond current hospital-owned properties north of Girard Avenue.

Obj. 3A-5 Encourage replacement of sub-standard rental properties with various types of compact housing and small medical clinics and offices that are compatible with the existing neighborhood scale and character through consideration of the following zoning reforms:

- Scale down height along the edges of sub-area 3 adjacent to single family zoned areas.
- Explore ways to eliminate or minimize the impacts of parking garages through regulations pertaining to limits on location and height in order to protect neighboring single family residences.
- Favor small office buildings over large office buildings.
- Keep front and rear setbacks, landscaping, and parking regulations compatible with current standards.
- Remove over night inpatient hospital facility from table of allowed land uses.
- Increase number of residential units per land area and relax side setbacks for small lots.
- Remove non-conforming status for existing multi-unit apartment buildings in order to encourage remodeling, maintenance, and condo conversions.

Obj. 3A-6 Explore ~~the~~ potential strategies and programs for revitalizing existing multi-unit buildings.

Medical Sub-area 5 Goal A

Strengthen and stabilize the neighborhood character of the existing residential portions of sub-area 5 through revitalization strategies and limited reinvestment strategies.

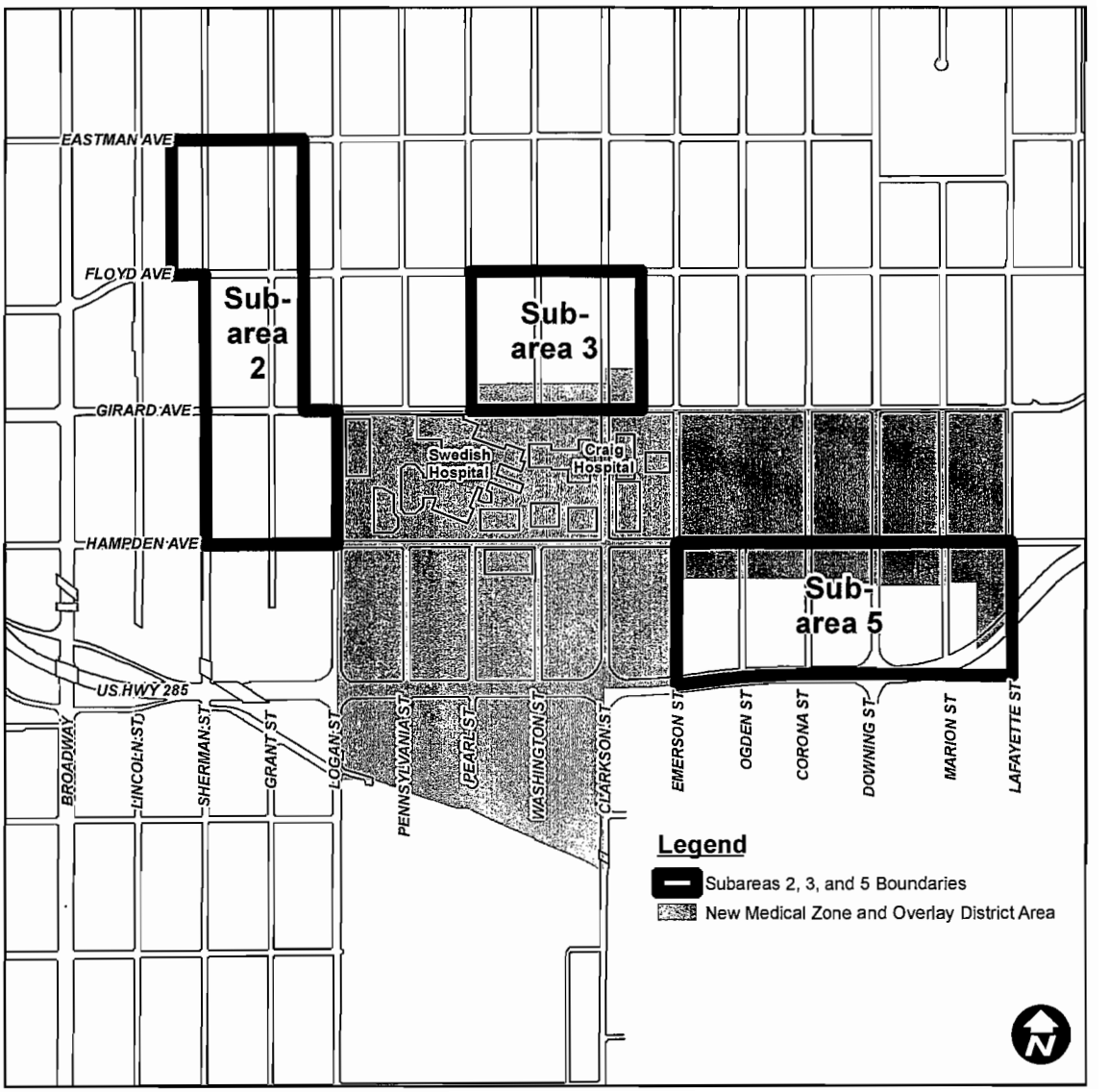
Obj. 5A-1 Reduce the number of single unit rentals homes through conversion to home ownership.

Obj. 5A-2 Expand and concentrate programs/loans/grants for revitalizing older homes.

Obj. 5A-3 Strengthen enforcement of codes concerning yard maintenance, junk, and outside storage.

Obj. 5A-4 Encourage replacement of sub-standard rental properties with various types of compact housing and small medical clinics and offices that are compatible with the existing neighborhood scale and character through consideration of the following zoning reforms:

- Increase number of residential units per land area.
- Add small-scale pedestrian-oriented office and retail as allowed uses.
- Limit building height to 3 to 4 stories.
- Keep front and rear setbacks, landscaping, and parking regulations compatible with current standards.


EASTMAN AVE
FLOYD AVE
GIRARD AVE
HAMPDEN AVE
US HWY 285
Sub-area 2
Sub-area 3
Sub-area 5
Swedish Hospital
Craig Hospital
BROADWAY
LINCOLN ST
SHERMAN ST
GRANT ST
LOGAN ST
PENNSYLVANIA ST
PEARL ST
WASHINGTON ST
CLARKSON ST
EMERSON ST
OGDEN ST
CORONA ST
DOWNING ST
MARION ST
LAFAYETTE ST
Legend
Subareas 2, 3, and 5 Boundaries
New Medical Zone and Overlay District Area
N

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 6, 2010	11 a i	Ordinance Approving an Intergovernmental Agreement Between the City of Englewood and Kent Place Metropolitan Districts Nos. 1 and 2

Initiated By:	Staff Source:
Community Development Department	Alan White Community Development Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The Service Plan for Kent Place Metropolitan District Nos. 1 & 2 was approved by City Council by Resolution 88, Series of 2007, on September 17, 2007, subject to the following conditions:

1. The Districts and the City shall have entered into an intergovernmental agreement acceptable to all parties.

2. A summary of the market study supporting the financial plan has been provided and approved by the City Manager.

3. In the event the City and the Districts have not satisfied the requirements prior to December 31, 2008, then this Service Plan and any conditional approval granted by the City shall be null and void, and of no further force or effect.

Due to economic and market conditions following the approval of the Service Plan in 2007, the development of the Kent Place project was delayed. Kent Place owners asked for and received an extension of the time frame to comply with the conditions of approval of the Service Plan. Resolution No. 89, Series of 2008, extended the period to December 31, 2010.

RECOMMENDED ACTION

Staff recommends Council adopt Council Bill No. 47 approving an Intergovernmental Agreement between the City and Kent Place Metropolitan Districts Nos. 1 and 2.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Intergovernmental Agreement reiterates the limitations contained in the Service Plan regarding the maximum amount of debt to be incurred by the Districts and the maximum mill levy to be imposed. Other provisions of the IGA concern dissolution, consolidation with other districts, and Service Plan amendments which require approval by the City.

The approval of the Kent Place PUD included commitments to build or improve several items of public infrastructure, both on and off the property, including off-site widening of Hampden and University, installation of the University traffic signal, water and sewer line extensions, and on-site utility lines such as water, sewer and district-owned storm sewer facilities.

The use of a metropolitan district is one method commonly used in the State to finance public improvements. A metropolitan district is one way to assure that "development pays its own way" by taxing only those properties and owners within the district to pay for those infrastructure improvements.

FINANCIAL IMPACT

There is no financial impact to the City. The Metropolitan Districts are solely responsible for the costs of their operation, the costs of issuing bonds, bonded indebtedness payments and any other financial obligations. None of these is a financial obligation of the City.

Property taxes levied by the Districts apply only within the boundaries of the Kent Place property. This levy will not apply to any other property in the City.

One provision of the IGA is that the Districts shall not exercise their sales and use tax exemption in a manner that would reduce or cause a loss of sales or use tax revenues due to the City from the construction of the Public Improvements or from the provision of District Activities.

LIST OF ATTACHMENTS

Memo approving Updated Market Study and Financial Plan
Consolidated Service Plan for Kent Place Metropolitan Districts Nos. 1 and 2
Bill for an Ordinance

MEMORANDUM

TO: Mayor Woodward and Members of the Englewood City Council

FROM: City Manager Gary Sears

DATE: November 30, 2010

SUBJECT: Approval of the Updated Market Study and Financial Plan, as required for the IGA with the Kent Place Metropolitan District Nos. 1 and 2

Dear Mayor and Members of the Englewood City Council,

On November 17, 2010 I received the Kent Place Market Research Report from King and Associates regarding the "market and valuation analysis pertaining to development of the Kent Place project located in the City of Englewood, Colorado." This updated assessment of the property provided: (1) a scope and details of the Kent Place development, (2) defined the boundaries of the trade area used in assessing the planned development, the valuation of the Kent Place project and presented a map of the trade area, (3) provided a demographic and economic overview for the metropolitan Denver area, (4) discussed the metropolitan Denver residential and commercial real estate trends, (5) highlighted residential and commercial (retail) real estate trends with the trade area, (6) outlines demand forecasts for the trade area, (7) assesses projected valuations from the various development and components of the Kent Place project, and (8) provides a summary, finding and conclusions for each of the report sections and an overall assessment of the project feasibility and valuation.

Upon receiving this report, I forwarded it to Vicki Mattox, the City's long term financial consultant (a Stifel Nichols underwriter), and Directors White and Gryglewicz to give me their opinions about the report. Financial advisor Ms. Vicki Mattox responded on November 22, 2010 as follows: "I have reviewed the new information provided by the proponents of KENT PLACE. If development occurs as projected the development should be able to pay debt service within the mill levy limits. The proposed development does not include any for sale residential units which decreases the City's exposure to unhappy owners if mill levies rise due to the lack of development. The state regulations related to the sale of securities by Title 32 districts protect unsophisticated investors. I don't see any problems with the plan."

Community Director Alan White provided the following insights regarding the revised financial plan:

1. The market analysis was prepared based upon trends of the past few years and projections five years into the future. It is difficult to forecast what may occur during the next five years, and especially during difficult economic times. I would consider the projections presented conservative.
2. There have been slight upward trends in multi-family rental residential and retail absorption in the market area during the last three quarters. These slightly positive trends were projected to continue.
3. Based on the projections presented, Kent Place need capture only 4% of the retail and 9% of the multi-family rental residential demand in the trade area to achieve buildout. These rates are very low and appear to be attainable.
4. The preparer of the analysis recommended that values for the apartment units, grocery store space, bank, and in-line retail space be reduced to reflect average values in the trade area. These recommended reductions were incorporated into the financial plan. Lowering these values is another approach to being conservative with potential assessed value and property tax revenue projections.
5. The financial plan assumes full buildout of the project and collection of property taxes by 2014. A mill levy of 35 mills is assumed, which generates sufficient annual revenue to make projected debt payments. This mill levy is considerably less than the maximum debt mill levy (50 mills) authorized in the Service Plan.
6. The revised development plan results in only $2.6 million in debt being issued by the Districts, compared to approximately $17.6 million under the previous plan. The debt is paid in 20 years instead of 30 years under the previous plan. Both of these are positive changes to the financial plan.

While I believe that Ms. Mattox and Director White have identified the key elements of the revised financial plan, the insights in the plan's Executive Summary also provide additional support for the financing plan of the district. The following are several of the key points regarding the financial plan that are raised in it's summary:

1. "Weaker economic trends have impacted the region's residential and commercial real estate markets during the past eighteen to twenty-four months, however through the third quarter of 2010, commercial real estate market trends in the metro Denver area have improved as highlighted by falling vacancy rates and increased demand (absorption). Metro Denver apartment market performance has been very strong during the first three quarters of 2010, characterized by falling vacancy rates, increasing average rental rates and substantial unit demand.
2. "As with metro Denver, recent population and household growth rates in the trade are have slowed from past trends but near-term forecasts (2010-2015) indicate growth rates to nearly double from recent trends"
3. Trade area apartment market performance trends have been positive through third quarter of 2010; vacancy rates have dropped (8% at year-end 2009 to 4.8% Q3 2010) average rental rates have increased ($818 year end 2009 to $870 per unit Q3).

4. "Trade area retail market performance has been solid through mid-year 2010, with positive demand and limited new project construction. With the recent completion of the Streets of Southglenn redevelopment project, south of Kent Place, large scale retail project development in the trade area is not anticipated during the (next) few years. During the 2010-2015 time period, trade area retail demand of nearly 230,000 square feet is projected."
5. "Kent Place is located within a growing portion of the metropolitan Denver area with a strong base of infrastructure and amenities."
6. "The project site is extremely well located and is near major employment areas, shopping, health care centers (Swedish Medical Center, Craig Rehabilitation Center), educational centers (colleges and universities), transportation routes, light rail lines, and public recreation areas."
7. "New housing, including upper-end apartments, will continue to be demanded in the trade are as evidenced by recent new project construction trends."
8. "The capture rate for the project's planned retail space is very low at just 4% of projected trade area retail demand during the 2010 to 2015 forecast period."
9. "The project developer, Continuum Partners, LLC, has extensive experience in the metro Denver area, including large-scale redevelopment projects (Belmar)."
10. "King and Associates, Inc. has concluded that the development program and timing for Kent Place as outlined by the project developer is attainable in light of apartment and retail market trends in the trade area."

According to the information provided, I believe the forecasts and projections presented in the market study and financial plan are conservative and the amount of projected debt to be issued by the District has been significantly reduced from the previous plan. Based on this information, the financial plan shows that the District has the capacity to discharge the debt it will incur in 20 years. It appears to me that the financial plan is achievable. Therefore, I recommend that the market study be approved as submitted.

Based upon the recommendations of Director White and Ms. Maddox and in my review of the information provided in the King and Associates report, I believe that Continuum is in compliance with their requirement regarding a comprehensive and current financial report and I would recommend City Council approval of the Intergovernmental Agreement with the Kent Place Metropolitan District. Directors White and Gryglewicz will be at the meeting to further address any concerns that the City Council may have.

CONSOLIDATED SERVICE PLAN

FOR

KENT PLACE METROPOLITAN DISTRICT NO. 1 AND KENT PLACE METROPOLITAN DISTRICT NO. 2

CITY OF ENGLEWOOD, COLORADO

Prepared

By

WHITE, BEAR & ANKELE
Professional Corporation
1805 Shea Center Drive, Suite 100
Highlands Ranch, Colorado

September 10, 2007

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I. INTRODUCTION

A. Purpose and Intent

Kent Place Metropolitan District No. 1 and Kent Place Metropolitan District No. 2 (the "Districts") are independent units of local government, separate and distinct from the City of Englewood (the "City"), and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements necessary and appropriate for the use and benefit of all anticipated property owners within the Districts and the general public. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

District No. 1 is proposed to be the Operating District and is expected to manage and oversee the District Activities. District No. 2 is proposed to be the Financing District and is expected to include all future development area comprising the Project.

B. Needs Analysis/Basis for Statutory Findings.

In order to establish compliance with the standards for Service Plan approval set forth in Section 32-1-204.5, C.R.S., the following needs analysis is provided:

1. There is Sufficient Existing and Projected Need for Organized Service. It is anticipated that within the next 6 years, approximately 300 residential units will be constructed within the Service Area and an additional 51,500 square feet of commercial development will occur, which will include both office and retail development. The anticipated timing for this commercial and residential development is set forth in the Financing Plan. Accordingly, the demand for the Public Improvements to be provided by the Districts is demonstrable.

2. The Existing Service in the Area to be Served is Inadequate for Present and Projected Needs/Adequate Service Through Other Governmental Entities Will Not Be Available Within a Reasonable Time and on a Comparable Basis. The facilities and services to be provided by the proposed Districts will not be provided by any county, municipal or quasi-municipal corporations, including existing special districts. The Districts' boundaries do not overlap the legal boundaries of any existing special district with the power to provide the same services that the Districts propose to provide. Neither the City, nor any existing special district, plans to provide the facilities required for the development of the Project. Therefore, provision of facilities will not be available through other Governmental Entities.

3. The Districts are Capable of Providing Economical and Sufficient Service/The Districts Will Have the Financial Ability to Discharge Proposed Indebtedness on a Reasonable Basis. The proposed Districts are necessary in order to provide the most economical and efficient means of undertaking District Activities to serve existing and future residents within their respective boundaries. The Financial Plan attached as **Exhibit F** demonstrates the feasibility of providing the District Activities proposed herein on an economical basis. The

formation of the Districts will facilitate the financing of the District Activities at the least cost, as the Districts will have access to tax-exempt financing that is not available to private entities.

4. The Creation of the Districts is in the Best Interests of the Area to be Served. The matters described in items 1 through 3 of this Section establish that the creation of the Districts is in the best interests of the area to be served, in that they demonstrate a demand for public improvements that will otherwise be unmet by other governmental entities and offer the advantage of obtaining public financing to fund these improvements.

C. District Functions Generally

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt that is payable from a pledge of property taxes is subject to the Maximum Debt Mill Levy. Debt that is issued within this, and other parameters set forth in this Service Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

It is expected that certain Public Improvements will be dedicated to either the City or to other governmental entities according to the applicable procedures for the specific entity (including but not limited to standards relating to construction). The Districts are authorized to own, operate and maintain Public Improvements that are not dedicated to the City or other governmental entities. Determination of specific Public Improvements to be dedicated to the City and/or other governmental entities, or to be retained by the Districts, will be the subject of separate actions and agreements among interested parties, including the Approved Development Plan.

The City shall have and will exercise sole and exclusive jurisdiction over land use and building, e.g., zoning, subdivision, building permit, and decisions affecting development of property within the boundaries of the Districts. Construction of all Public Improvements shall be subject to applicable ordinances, codes and regulations of the City.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the Districts have authorized operating functions, to retain only the power necessary to impose and collect taxes or fees to pay for these costs and to perform these functions.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means the Development Agreement for the Project which specifies the Public Improvements necessary for development of property within the Service Area as approved by the City pursuant to the City's ordinances and codes, the Planned Unit Development Plan, the Final Subdivision Plat, and as well as any site or construction plans approved by City staff from time to time and water and sewer plans, as approved by appropriate utility providers and/or the City, as appropriate.

Board: means the board of directors of one District or the boards of directors of all Districts, in the aggregate.

City: means the City of Englewood, Colorado.

City Council: means the City Council of the City of Englewood, Colorado.

Debt: means bonds or other financial obligations not subject to annual appropriation for the payment of which any District has promised to impose, collect and pledge an *ad valorem* property tax mill levy, Fees, and/or any other legally available revenues of the District.

District: means any one of Kent Place Metropolitan District No. 1 or Kent Place Metropolitan District No. 2.

District Activities: means any and all functions undertaken by the Districts in accordance with this Service Plan and as permitted under applicable law in order to effectuate the purposes for which the Districts are organized.

District No. 1: means Kent Place Metropolitan District No. 1.

District No. 2: means Kent Place Metropolitan District No. 2.

District Boundaries: means the boundaries of the area described in the District Boundary Map.

District Boundary Map: means the map attached hereto as **Exhibit C**, describing the Districts' initial boundaries.

Districts: means District No. 1 and District No. 2, collectively.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: means any rate, fee, toll, penalty or other charge imposed by the Districts and permitted by applicable law for services, programs or facilities provided by the Districts.

Financial Plan: means the Financial Plan described in Section VI which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Financing District: means District No. 2.

Maximum Debt Mill Levy: means the maximum mill levy any District is permitted to impose for payment of Debt as set forth in Section VI.C below.

Operating District: means District No. 1.

Project: means the development or property commonly referred to as Kent Place.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below, to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of one or more of the Districts..

Service Area: means the property within the District Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinances and applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the District.

III. BOUNDARIES

The area of the District Boundaries includes approximately 11.4 acres. A legal description of the District Boundaries is attached hereto as **Exhibit A.** A vicinity map is attached hereto as **Exhibit B.** A map of the District Boundaries is attached hereto as **Exhibit C.** It is anticipated that the Districts' boundaries may change from time to time as they undergo inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 11.4 acres of mixed use development, including approximately 300 residential units and 51,500 square feet of retail and office space. The current assessed valuation of the Service Area is approximately $3,574,474.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately seven hundred (700) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts

The Districts shall have the power and authority to provide the Public Improvements and undertake related operations and maintenance services within and without the boundaries of the Districts, as such power and authority is described in the Special District Act, and other applicable statutes, the common law and the Constitution, subject to the limitations set forth in this Service Plan. The specific types of Public Improvements shall be determined in the discretion of the Board of Directors of the Districts.

B. Limitations of the Districts' Powers and Service Plan Amendment

1. Operations and Maintenance Limitation The Districts shall dedicate certain Public Improvements to the City or other appropriate jurisdiction in a manner consistent with the Approved Development Plan, rules and regulations of the City and applicable provisions of the City's ordinances. The Districts shall be authorized to own, operate and maintain any part or all of the Public Improvements not dedicated to the City or other appropriate jurisdiction. Determination of specific Public Improvements to be dedicated to the City and/or other governmental entities, or to be retained by the Districts, will be the subject of separate actions and agreements among interested parties. A summary of the improvements anticipated to be owned and operated by the Districts is attached as **Exhibit D**.

2. Total Debt Issuance Limitation The Districts shall not issue Debt in excess of $30,000,000 absent a permitted increase in such amount as may be authorized pursuant to a future intergovernmental agreement with the City. The Intergovernmental Agreement between District No. 1 and District No. 2, as is contemplated in Section V(D) shall not be subject to the Total Debt Issuance Limitation. Further, a refunding, re-issuance or restructuring of outstanding debt shall not be deemed new debt that would count against the Total Debt Issuance Limitation.

3. Construction Standards Limitation The Districts shall ensure that the Public Improvements to be dedicated to the City or other appropriate jurisdiction are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Consolidation Limitation The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

5. Bankruptcy Limitation All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

6. Service Plan Amendment Requirement This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. No modification shall be required for an action of the Districts which does not materially depart from the provisions of this Service Plan. Material modifications to this Service Plan may be made only in accordance with Section 32-1-207, C.R.S. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

7. Sales and Use Tax. The Districts shall not exercise their sales and use tax exemption in a manner that would reduce or cause a loss of sales or use tax revenues due to the City from the construction of the Public Improvements or from the provision of District Activities.

C. Preliminary Engineering Survey

The Districts shall have the authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey, attached hereto as **Exhibit E**, and estimates derived from the zoning on the property in the Service Area.

D. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of this Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend this Service Plan.

VI. FINANCIAL PLAN

A. General

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. A Preliminary Financing Plan is attached hereto as **Exhibit F** and depicts the anticipated revenue forecast and debt issuance of the Districts based upon current projections of development within the Project. The actual Debt issuance of the Districts shall be based upon actual development within the Project. In any event, the total Debt that the Districts shall be permitted to issue shall not exceed the Total Debt Issuance Limitation and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed fifteen percent (15%). The proposed maximum underwriting discount will be three percent (3%). Debt, when issued, will comply with all relevant requirements of this Service Plan, and State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy

The "Maximum Debt Mill Levy" shall be the maximum mill levy any District is permitted to impose upon the Taxable Property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below; provided that if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Debt Repayment Sources

Each of the Districts may impose a mill levy on Taxable Property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001, C.R.S., as amended from time to time. In no event shall the debt service mill levy in any District exceed the Maximum Debt Mill Levy.

E. Debt Instrument Disclosure Requirement

In the text of each Bond and any other instrument representing and constituting Debt, the Districts shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the Districts.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan, except as may be agreed to in writing by the City. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation.

G. TABOR Compliance

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the applicable District's Board.

H. Districts' Operating Costs

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial

operations, are anticipated to be $100,000, which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be $50,000 which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to any District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VII. ANNUAL REPORT

A. General

Upon the request of the City, the Districts shall be responsible for submitting an annual report to the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the Districts has been recorded.

B. Reporting of Significant Events

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the Districts' boundaries as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed, as of December 31 of the prior year.

3. Copies of the Districts' rules and regulations, if any, as of December 31 of the prior year.

4. A summary of any litigation which involves the Districts' Public Improvements as of December 31 of the prior year.

5. Status of the Districts' construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the Districts for the current year.

8. Current year budgets including a description of the Public Improvements to be constructed in such year.

9. Audit of the Districts' financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the Districts, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the Districts to pay their obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

VIII. CONSOLIDATION/DISSOLUTION

The consolidation of any District with any other special district shall be subject to the approval of the City. Each District will take all action necessary to dissolve pursuant to Section 32-1-701, *et. seq.*, C.R.S., as amended from time to time, at such time as it does not need to remain in existence to discharge its financial obligations or perform its services. In no event shall dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The Districts will use reasonable efforts to assure that all developers of the property located within the Districts provide written notice to all purchasers of property in the Districts regarding the Maximum Debt Mill Levy, as well as a general description of the Districts' authority to impose and collect rates, Fees, tolls and charges.

X. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement relating to the limitations imposed on the Districts' activities is attached hereto as **Exhibit G**. The Districts shall approve the intergovernmental agreement in the form attached as **Exhibit G** at their first Board meeting after their organizational election. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit G** at the public hearing approving the Service Plan.

XI. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., and Section 32-1-204.5, C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

3. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries; and

4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Therefore, it is hereby respectfully requested that the City Council of the City of Englewood, Colorado, which has jurisdiction to approve this Service Plan by virtue of Section 32-1-204.5, C.R.S., et seq., as amended, adopt a resolution approving this "Consolidated Service Plan for Kent Place Metropolitan District No. 1 and Kent Place Metropolitan District No. 2" as submitted.

Respectfully submitted this 10th day of September, 2007.

Respectfully submitted,

WHITE, BEAR &ANKELE
Professional Corporation

Kristen D. Bear, Esq.
Clint C. Waldron, Esq.

EXHIBIT A

Legal Descriptions

Kent Place Metropolitan District No. 1:

TRACT D, KENT PLACE FIRST FILING, FIRST AMENDMENT

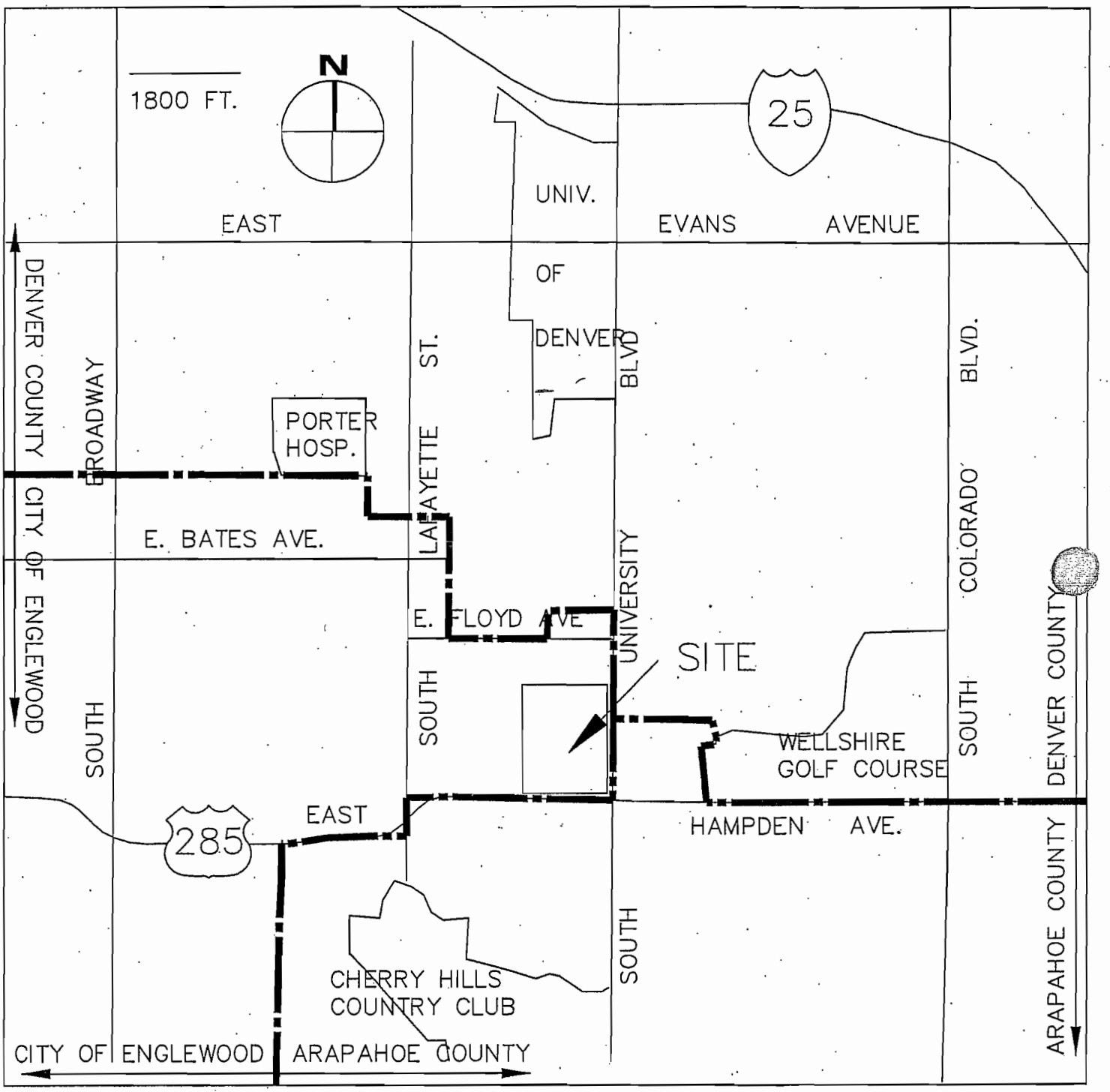
Kent Place Metropolitan District No. 2:

LOTS 1, 2, 3, 4, & 5, KENT PLACE FIRST FILING, FIRST AMENDMENT

TRACTS A, B, C, & D, KENT PLACE FIRST FILING, FIRST AMENDMENT

EXHIBIT B

Englewood Vicinity Map



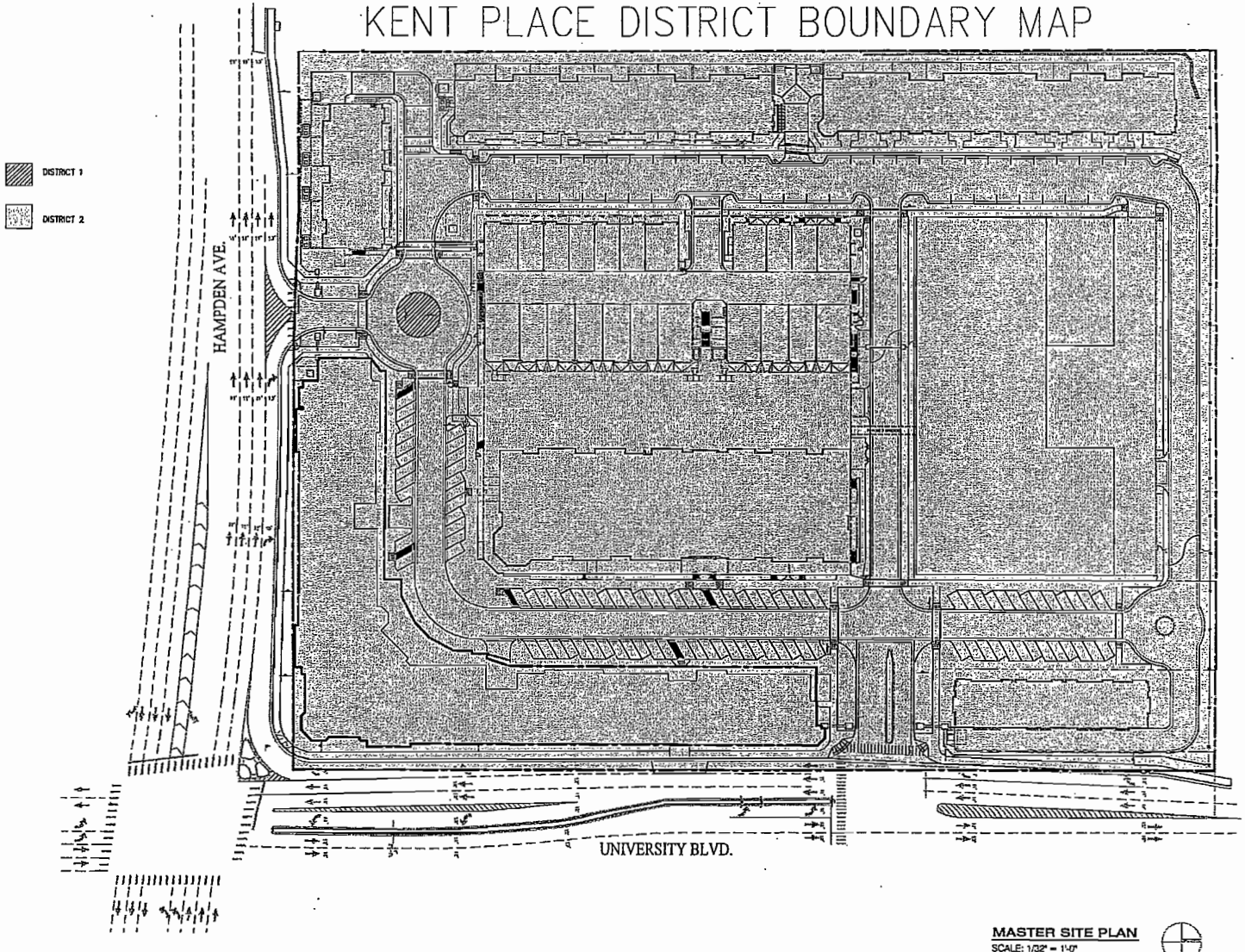
VICINITY MAP

SCALE: 1"=2500'

EXHIBIT C

District Boundary Map

KENT PLACE DISTRICT BOUNDARY MAP



MASTER SITE PLAN
SCALE: 1/32" = 1'-0"

AUGUST 20, 2007

KENT PLACE
AT CHERRY HILLS

CONTINUUM

DAVID OWEN TRYBA ARCHITECTS

©

EXHIBIT D

Summary of Public Improvements

Kent Place District Improvements

Improvement	*Paid for by*	*Constructed by*	*Maintained by*	*Dedicated to*	*Date of Conveyance*	*Estimated Maintenance Cost*
Drainage Improvements	District	Developer	District	District	Final Plat	TBD
Private Access Landscape/Fence Improvements	Developer	Developer	HOA	HOA	Completion	TBD
Public Access Landscape/Fence Improvements	District	Developer	District	District	Completion	TBD
Community Entrances	District	Developer	District	District	Completion	TBD
Community Recreation Facilities	Developer	Developer	HOA	HOA	Completion	TBD
Private Open Space and Private Parks	Developer	Developer	HOA	HOA	Completion	TBD
Public Open Space and Public Parks	District	Developer	District	District	Completion	TBD
Private Access Alleys	Developer	Developer	HOA	HOA	Completion	TBD
Offsite Road Improvements	District	Developer	CDOT, City of Englewood, Arapahoe County	CDOT, City of Englewood, Arapahoe County	Completion	N/A
Private Access Interior Streetscape	Developer	Developer	HOA	HOA	Completion	TBD
Public Access Interior Streetscape	District	Developer	District	District	Completion	TBD
Private Access Interior Streets	Developer	Developer	HOA	HOA	Final Plat	TBD
Public Access Interior Streets	District	Developer	District	District	Final Plat	TBD
All Interior Storm Sewers	District	Developer	District	District	Completion	TBD
Sanitary Sewer Mains	District	Developer	City of Englewood	City of Englewood	Completion	N/A
Water Mains	District	Developer	City of Englewood	City of Englewood	Completion	N/A
Gas Mains	Developer	PSC	PSC	Easement	N/A	N/A
Electric Lines	Developer	PSC	PSC	Easement	N/A	N/A
Telecommunications	Developer	Developer	Telecom. Co	Easement	N/A	N/A
Storm Water Detention	District	Developer	District	District	Completion	TBD
Commercial Parking Garage	District	Developer	District	District	Completion	TBD
All Project Engineering and Construction Management including District Facilities	District	N/A	N/A	N/A	N/A	N/A
Overlot Grading - All	Developer	Developer	N/A	N/A	N/A	N/A

EXHIBIT E

Preliminary Engineering Survey and Cost Estimates

KENT PLACE AT CHERRY HILLS

Metro District Estimate
9/7/2007

Eligible Costs				
Land Cost				
Land Acquisition (Tracts A, B, D)	113,504 sf	$ 52.31 /sf	$	5,937,394
Soft Cost				
Design			$	239,970
Entitlements and Approvals			incl w. land	
District Legal / Accounting			$	150,000
Administrative Costs (Job Indirect)			$	150,000
Subtotal Hard Costs			$	539,970
Hard Cost				
General Conditions			$	578,818
GC Fee			$	274,630
GC Salaries			$	357,739
Sitework			$	3,550,018
Concrete			$	729,271
Masonry			$	356,841
Metals			$	397,898
Thermal & Moisture			$	362,177
Equipment			$	86,187
Mechanical			$	444,545
Electrical			$	305,299
Offsite Improvements (Roadway, Traffic signal)			$	1,100,000
Subtotal Hard Costs			$	8,543,422
TOTAL ELIGIBLE COSTS			**$**	**15,020,786**

EXHIBIT F

Preliminary Financing Plan

KENT PLACE METROPOLITAN DISTRICT

Development Projection at 35.00 Debt Service Mills

Ser. 2008 Senior Non-Rated Bonds, 30-year maturity

	<<<<<<<< Residential >>>>>>>>				< Platted/Developed Lots >		<<<<<<<< Commercial >>>>>>>>							
YEAR	Total Res'l Units	Mkt Value Biennial Reasses'mt @ 2.0%	Cumulative Market Value	As'ed Value @ 7.96% of Market (2-yr lag)	Cumulative Market Value	As'ed Value @ 29.00% of Market (2-yr lag)	Total Comm'l Sq. Ft.	Mkt Value Biennial Reasses'mt @ 2.0%	Cumulative Market Value	As'ed Value @ 29.00% of Market (2-yr lag)	Total Collected Assessed Value	Debt Svc Mill Levy	Total Collections @ 98%	S.O. Taxes Collected @ 10%
2006	0		0		0		0		0		$0			
2007	0		0		0		0		0		$0	35.000	$0	$0
2008	0	0	0	0	13,691,550	0	0	0	0	0	0	35.000	$0	0
2009	107		134,352,054	0	645,475	0	37,537		5,495,903	0	0	35.000	0	0
2010	4	2,687,041	142,026,773	0	14,400,160	3,970,550	7,019	109,918	7,467,975	0	3,970,550	35.000	136,190	13,619
2011	117		296,771,274	10,694,423	4,052,000	187,188	6,944		8,595,437	1,593,812	12,475,423	35.000	427,907	42,791
2012	34	5,935,425	347,444,054	11,305,331	940,000	4,176,046	0	171,909	8,767,345	2,165,713	17,647,090	35.000	605,295	60,530
2013	8		358,029,981	23,622,993	0	1,175,080	0		8,767,345	2,492,677	27,290,750	35.000	936,073	93,607
2014	0	7,160,600	365,190,580	27,656,547	0	272,600	0	175,347	8,942,692	2,542,530	30,471,677	35.000	1,045,179	104,518
2015	0		365,190,580	28,499,186	0	0	0		8,942,692	2,542,530	31,041,717	35.000	1,064,731	106,473
2016	0	7,303,812	372,494,392	29,069,170	0	0	0	178,854	9,121,546	2,593,381	31,662,551	35.000	1,086,025	108,603
2017			372,494,392	29,069,170					9,121,546	2,593,381	31,662,551	35.000	1,086,025	108,603
2018		7,449,888	379,944,280	29,650,554				182,431	9,303,977	2,645,248	32,295,802	35.000	1,107,746	110,775
2019			379,944,280	29,650,554					9,303,977	2,645,248	32,295,802	35.000	1,107,746	110,775
2020		7,598,886	387,543,165	30,243,565				186,080	9,490,057	2,698,153	32,941,718	35.000	1,129,901	112,990
2021			387,543,165	30,243,565					9,490,057	2,698,153	32,941,718	35.000	1,129,901	112,990
2022		7,750,863	395,294,029	30,848,436				189,801	9,679,858	2,752,116	33,600,552	35.000	1,152,499	115,250
2023			395,294,029	30,848,436					9,679,858	2,752,116	33,600,552	35.000	1,152,499	115,250
2024		7,905,881	403,199,909	31,465,405				193,597	9,873,455	2,807,159	34,272,563	35.000	1,175,549	117,555
2025			403,199,909	31,465,405					9,873,455	2,807,159	34,272,563	35.000	1,175,549	117,555
2026		8,063,998	411,263,907	32,094,713				197,469	10,070,924	2,863,302	34,958,015	35.000	1,199,060	119,906
2027			411,263,907	32,094,713					10,070,924	2,863,302	34,958,015	35.000	1,199,060	119,906
2028		8,225,278	419,489,186	32,736,607				201,418	10,272,343	2,920,568	35,657,175	35.000	1,223,041	122,304
2029			419,489,186	32,736,607					10,272,343	2,920,568	35,657,175	35.000	1,223,041	122,304
2030		8,389,784	427,878,969	33,391,339				205,447	10,477,789	2,978,979	36,370,319	35.000	1,247,502	124,750
2031			427,878,969	33,391,339					10,477,789	2,978,979	36,370,319	35.000	1,247,502	124,750
2032		8,557,579	436,436,549	34,059,166				209,556	10,687,345	3,038,559	37,097,725	35.000	1,272,452	127,245
2033			436,436,549	34,059,166					10,687,345	3,038,559	37,097,725	35.000	1,272,452	127,245
2034		8,728,731	445,165,280	34,740,349				213,747	10,901,092	3,099,330	37,839,679	35.000	1,297,901	129,790
2035			445,165,280	34,740,349					10,901,092	3,099,330	37,839,679	35.000	1,297,901	129,790
2036		8,903,306	454,068,585	35,435,156				218,022	11,119,114	3,161,317	38,596,473	35.000	1,323,859	132,386
2037			454,068,585	35,435,156					11,119,114	3,161,317	38,596,473	35.000	1,323,859	132,386
2038		9,081,372	463,149,957	36,143,859				222,382	11,341,496	3,224,543	39,368,402	35.000	1,350,336	135,034
	270	113,742,443					51,500	2,855,978					31,996,781	3,199,678

KENT PLACE METROPOLITAN DISTRICT

Development Projection at 35.00 Debt Service Mills

Ser. 2008 Senior Non-Rated Bonds, 30-year maturity

Total Par: $17,650,000

Total Net Proceeds: $12,456,397

YEAR	Int. Income on Cum. Surplus @ 3%	Net Available for Debt Svc	Ser. 2008 $17,650,000 Par [Net $12.456 MM] Net Debt Service	Annual Surplus	Surplus Release @ 50% D/A to $200,000	Cumulative Surplus $1,765,000 Target	Senior Debt/ Assessed Ratio	Senior Debt/ Act'l Value Ratio
2006		0		0		0		
2007	0	0		0		0	n/a	n/a
2008	0	0	$0	0		0	n/a	n/a
2009	0	0	0	0		0	n/a	n/a
2010	0	149,809	0	149,809		149,809	445%	11%
2011	4,494	475,192	0	475,192		625,001	141%	6%
2012	18,750	684,575	740,417	(55,843)	0	569,158	100%	5%
2013	17,075	1,046,755	1,031,401	15,354	0	584,512	65%	5%
2014	17,535	1,167,232	1,148,701	18,531	0	603,043	58%	5%
2015	18,091	1,189,295	1,173,801	15,494	0	618,537	56%	5%
2016	18,556	1,213,184	1,196,801	16,383	0	634,920	54%	5%
2017	19,048	1,213,676	1,192,701	20,975	0	655,895	54%	4%
2018	19,677	1,238,197	1,218,001	20,196	0	676,091	52%	4%
2019	20,283	1,238,803	1,220,901	17,902	0	693,994	51%	4%
2020	20,820	1,263,711	1,242,601	21,110	515,103	200,000	49%	4%
2021	6,000	1,248,891	1,241,901	6,990	6,990	200,000	48%	4%
2022	6,000	1,273,749	1,270,001	3,748	3,748	200,000	46%	4%
2023	6,000	1,273,749	1,265,101	8,648	8,648	200,000	45%	4%
2024	6,000	1,299,104	1,294,001	5,103	5,103	200,000	43%	4%
2025	6,000	1,299,104	1,294,601	4,503	4,503	200,000	41%	3%
2026	6,000	1,324,966	1,318,401	6,565	6,565	200,000	39%	3%
2027	6,000	1,324,966	1,318,901	6,065	6,065	200,000	37%	3%
2028	6,000	1,351,345	1,347,301	4,044	4,044	200,000	35%	3%
2029	6,000	1,351,345	1,346,801	4,544	4,544	200,000	33%	3%
2030	6,000	1,378,252	1,373,901	4,351	4,351	200,000	30%	3%
2031	6,000	1,378,252	1,371,801	6,451	6,451	200,000	28%	2%
2032	6,000	1,405,697	1,397,001	8,696	8,696	200,000	25%	2%
2033	6,000	1,405,697	1,397,701	7,996	7,996	200,000	23%	2%
2034	6,000	1,433,691	1,425,101	8,590	8,590	200,000	20%	2%
2035	6,000	1,433,691	1,427,401	6,290	6,290	200,000	17%	1%
2036	6,000	1,462,245	1,455,801	6,444	6,444	200,000	14%	1%
2037	6,000	1,462,245	1,453,501	8,744	8,744	200,000	11%	1%
2038	6,000	1,491,370	1,483,601	7,769	207,769	0	7%	1%
	282,329	35,478,788	34,648,143	830,644	830,644			

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KENT PLACE METROPOLITAN DISTRICT

Operations Revenue and Expense Projection

YEAR	Total Assessed Value	Oper'ns Mill Levy	Total Collections @ 98%	Specific Ownership Tax @ 10% of Prop'y Taxes	Total Available For O&M	Less District Operations @ of $125,000 Infl. @ 1% or max 5.0 mills	Developer Advances for Operations	Developer Repayment for Operations	Annual Surplus
2006									
2007	0	5.000	0	0	0	125,000	125,000	0	0
2008	0	5.000	0	0	0	126,250	126,250	0	0
2009	0	5.000	0	0	0	127,513	127,513	0	0
2010	3,970,550	5.000	19,456	1,946	21,401	128,788	107,386	0	0
2011	12,475,423	5.000	61,130	6,113	67,243	130,076	62,833	0	0
2012	17,647,090	5.000	86,471	8,647	95,118	131,376	36,258	0	0
2013	27,290,750	5.000	133,725	13,372	147,097	132,690	0	14,407	0
2014	30,471,677	5.000	149,311	14,931	164,242	134,017	0	30,225	0
2015	31,041,717	5.000	152,104	15,210	167,315	135,357	0	31,958	0
2016	31,662,551	5.000	155,146	15,515	170,661	136,711	0	33,950	0
2017	31,662,551	5.000	155,146	15,515	170,661	138,078	0	32,583	0
2018	32,295,802	5.000	158,249	15,825	174,074	139,459	0	34,616	0
2019	32,295,802	5.000	158,249	15,825	174,074	140,853	0	33,221	0
2020	32,941,718	5.000	161,414	16,141	177,556	142,262	0	35,294	0
2021	32,941,718	5.000	161,414	16,141	177,556	143,684	0	33,872	0
2022	33,600,552	5.000	164,643	16,464	181,107	145,121	0	35,986	0
2023	33,600,552	5.000	164,643	16,464	181,107	146,572	0	34,535	0
2024	34,272,563	5.000	167,936	16,794	184,729	148,038	0	36,691	0
2025	34,272,563	5.000	167,936	16,794	184,729	149,518	0	35,211	0
2026	34,958,015	5.000	171,294	17,129	188,424	151,014	0	37,410	0
2027	34,958,015	5.000	171,294	17,129	188,424	152,524	0	35,900	0
2028	35,657,175	5.000	174,720	17,472	192,192	154,049	0	38,143	0
2029	35,657,175	5.000	174,720	17,472	192,192	155,589	0	36,603	0
2030	36,370,319	5.000	178,215	17,821	196,036	157,145	0	14,635	24,256
2031	36,370,319	4.048	144,288	14,429	158,717	158,717	0	0	0
2032	37,097,725	4.008	145,731	14,573	160,304	160,304	0	0	0
2033	37,097,725	4.049	147,188	14,719	161,907	161,907	0	0	0
2034	37,839,679	4.009	148,660	14,866	163,526	163,526	0	0	0
2035	37,839,679	4.049	150,147	15,015	165,161	165,161	0	0	0
2036	38,596,473	4.009	151,648	15,165	166,813	166,813	0	0	0
2037	38,596,473	4.049	153,165	15,316	168,481	168,481	0	0	0
2038	39,368,402	0.000	0	0	0				
			4,128,044	412,804	4,540,848	4,516,593	585,240	585,240	24,256

KENT PLACE METROPOLITAN DISTRICT

Development Projection (updated 08/06/07)

Residential

	Ph. 1 - Tower 1 (Mayfield)					Ph. 1 - Rowhouses					Ph. 1 - Tower 2 (Penrose)				
YEAR	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed 53 target	Price Inflated @ 2%	Market Value	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed 22 target	Price Inflated @ 2%	Market Value	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed 36 target	Price Inflated @ 2%	Market Value
2006	0	0			0	0	0			0	0	0			0
2007	0	0		$1,175,000	0	0	0		$1,330,000	0	0	0		$1,175,000	0
2008	53	6,227,500		1,198,500	0	22	2,926,000		1,356,600	0	32	3,760,000		1,198,500	0
2009	0	(6,227,500)	53	1,222,470	64,790,910	0	(2,926,000)	22	1,383,732	30,442,104	4	(3,290,000)	32	1,222,470	39,119,040
2010	0	0	0	1,246,919	0	0	0	0	1,411,407	0	0	(470,000)	4	1,246,919	4,987,678
2011	0	0	0	1,271,858	0	0	0	0	1,439,635	0	0	0	0	1,271,858	0
2012	0	0	0	1,297,295	0	0	0	0	1,468,427	0	0	0	0	1,297,295	0
2013	0	0	0	1,323,241	0	0	0	0	1,497,796	0	0	0	0	1,323,241	0
2014	0	0	0	1,349,706	0	0	0	0	1,527,752	0	0	0	0	1,349,706	0
2015	0	0	0	1,376,700	0		0	0	1,558,307	0	0	0	0	1,376,700	0
2016		0	0	1,404,234	0		0	0	1,589,473	0		0	0	1,404,234	0
	53	0	53		64,790,910	22	0	22		30,442,104	36	0	36		44,106,718

KENT PLACE METROPOLITAN DISTRICT

Development Projection (updated 08/06/07)

	Ph. 1B West PL					Tower 3					Ph. 2 West PL				
YEAR	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed 13 target	Price Inflated @ 2%	Market Value	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed 112 target	Price Inflated @ 2%	Market Value	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed 10 target	Price Inflated @ 2%	Market Value
2006	0	0			0	0	0			0	0	0			0
2007	0	0		$1,660,000	0	0	0		$1,175,000	0	0	0		$2,100,000	0
2008	0	0		1,693,200	0	0	0		1,198,500	0	0	0		2,142,000	0
2009	0	0		1,727,064	0	0	0		1,222,470	0	0	0		2,184,840	0
2010	11	1,826,000		1,761,605	0	76	8,930,000		1,246,919	0	9	1,890,000		2,228,537	0
2011	2	(1,494,000)	11	1,796,837	19,765,211	28	(5,640,000)	76	1,271,858	96,661,192	1	(1,680,000)	9	2,273,108	20,457,968
2012	0	(332,000)	2	1,832,774	3,665,548	8	(2,350,000)	28	1,297,295	36,324,258	0	(210,000)	1	2,318,570	2,318,570
2013	0	0	0	1,869,430	0	0	(940,000)	8	1,323,241	10,585,927	0	0	0	2,364,941	0
2014	0	0	0	1,906,818	0	0	0	0	1,349,706	0	0	0	0	2,412,240	0
2015	0	0	0	1,944,955	0	0	0	0	1,376,700	0	0	0	0	2,460,485	0
2016		0	0	1,983,854	0		0	0	1,404,234	0		0	0	2,509,694	0
	13	0	13		23,430,760	112	(0)	112		143,571,377	10	0	10		22,776,538

KENT PLACE METROPOLITAN DISTRICT

Development Projection (updated 08/06/07)

Residential Summary

	Tower 3 Townhomes					Ph. 2 - East Townhomes						
YEAR	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed 17 target	Price Inflated @ 2%	Market Value	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed 7 target	Price Inflated @ 2%	Market Value	Total Residential Market Value	Total Res'l Units
2006	0	0			0	0	0			0	$0	0
2007	0	0		$1,100,000	0	0	0		$1,400,000	0	0	0
2008	0	0		1,122,000	0	0	0		1,428,000	0	0	0
2009	0	0		1,144,440	0	0	0		1,456,560	0	134,352,054	107
2010	15	1,650,000		1,167,329	0	6	840,000		1,485,691	0	4,987,678	4
2011	2	(1,430,000)	15	1,190,675	17,860,131	1	(700,000)	6	1,515,405	9,092,430	154,744,502	117
2012	0	(220,000)	2	1,214,489	2,428,978	0	(140,000)	1	1,545,713	1,545,713	44,737,354	34
2013	0	0	0	1,238,779	0	0	0	0	1,576,627	0	10,585,927	8
2014	0	0	0	1,263,554	0	0	0	0	1,608,160	0	0	0
2015	0	0	0	1,288,825	0	0	0	0	1,640,323	0	0	0
2016		0	0	1,314,602	0		0	0	1,673,130	0	0	0
	17	0	17		20,289,108	7	0	7		10,638,143	349,407,514	270

KENT PLACE METROPOLITAN DISTRICT

Development Projection (updated 08/06/07)

Commercial

	Retail					Office					Restaurant				
YEAR	SF Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	Square Ft Completed 25,935 target	per Sq Ft, Inflated @ 2%	Market Value	SF Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	Square Ft Completed 11,602 target	per Sq Ft, Inflated @ 2%	Market Value	SF Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	Square Ft Completed 7,019 target	per Sq Ft, Inflated @ 2%	Market Value
2006	0	0			0	0	0			0	0	0			0
2007	0	0		$150.00	0	0	0		$120.00	0	0	0		$250.00	0
2008	25,935	389,025		$153.00	0	11,602	139,224		$122.40	0	0	0		$255.00	0
2009	0	(389,025)	25,935	$156.06	4,047,416	0	(139,224)	11,602	$124.85	1,448,486	7,019	175,475		$260.10	0
2010	0	0		$159.18	0	0	0		$127.34	0	0	(175,475)	7,019	$265.30	1,862,155
2011	0	0		$162.36	0	0	0		$129.89	0	0	0		$270.61	0
2012	0	0		$165.61	0	0	0		$132.49	0	0	0		$276.02	0
2013	0	0		$168.92	0	0	0		$135.14	0	0	0		$281.54	0
2014	0	0		$172.30	0	0	0		$137.84	0	0	0		$287.17	0
2015	0	0		$175.75	0	0	0		$140.60	0	0	0		$292.91	0
2016		0		$179.26	0		0		$143.41	0		0		$298.77	0
	25,935	0	25,935		4,047,416	11,602	0	11,602		1,448,486	7,019	0	7,019		1,862,155

KENT PLACE METROPOLITAN DISTRICT

Development Projection (updated 08/06/07)

Commercial Summary

YEAR	Grocery SF Devel'd	Grocery Incr/(Decr) In Finished Lot Value @ 10%	Grocery Square Ft Completed 6,944 target	Grocery per Sq Ft, Inflated @ 2%	Grocery Market Value	GRAND TOTAL Commercial Market Value	Total Commercial Sq Ft	Annual Market Value +/- of Platted & Developed Lots
2006	0	0			$0	0	0	0
2007	0	0		$150.00	0	0	0	0
2008	0	0		$153.00	0	0	0	13,691,550
2009	0	0		$156.06	0	5,495,903	37,537	(13,046,075)
2010	6,944	104,160		$159.18	0	1,862,155	7,019	13,754,685
2011	0	(104,160)	6,944	$162.36	1,127,461	1,127,461	6,944	(10,348,160)
2012	0	0		$165.61	0	0	0	(3,112,000)
2013	0	0		$168.92	0	0	0	(940,000)
2014	0	0		$172.30	0	0	0	0
2015	0	0		$175.75	0	0	0	0
2016		0		$179.26	0	0	0	0
	6,944	0	6,944		1,127,461	8,485,519	51,500	0

SOURCES AND USES OF FUNDS

KENT PLACE METROPOLITAN DISTRICT
SERIES 2008 G.O. BONDS
Non-Rated, 30-Year Maturity

Dated Date	12/01/2008
Delivery Date	12/01/2008

Sources:		
Bond Proceeds:		
Par Amount		17,650,000.00
		17,650,000.00
Uses:		
Project Fund Deposits:		
Project Fund Deposit		12,456,397.00
Other Fund Deposits:		
Capitalized Interest Fund		2,959,203.00
Debt Service Reserve Fund		1,528,400.00
		4,487,603.00
Delivery Date Expenses:		
Cost of Issuance		706,000.00
		17,650,000.00

BOND DEBT SERVICE

KENT PLACE METROPOLITAN DISTRICT
SERIES 2008 G.O. BONDS
Non-Rated, 30-Year Maturity

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2009			529,500	529,500	
12/01/2009			529,500	529,500	1,059,000
06/01/2010			529,500	529,500	
12/01/2010			529,500	529,500	1,059,000
06/01/2011			529,500	529,500	
12/01/2011			529,500	529,500	1,059,000
06/01/2012			529,500	529,500	
12/01/2012			529,500	529,500	1,059,000
06/01/2013			529,500	529,500	
12/01/2013	45,000	6.000%	529,500	574,500	1,104,000
06/01/2014			528,150	528,150	
12/01/2014	165,000	6.000%	528,150	693,150	1,221,300
06/01/2015			523,200	523,200	
12/01/2015	200,000	6.000%	523,200	723,200	1,246,400
06/01/2016			517,200	517,200	
12/01/2016	235,000	6.000%	517,200	752,200	1,269,400
06/01/2017			510,150	510,150	
12/01/2017	245,000	6.000%	510,150	755,150	1,265,300
06/01/2018			502,800	502,800	
12/01/2018	285,000	6.000%	502,800	787,800	1,290,600
06/01/2019			494,250	494,250	
12/01/2019	305,000	6.000%	494,250	799,250	1,293,500
06/01/2020			485,100	485,100	
12/01/2020	345,000	6.000%	485,100	830,100	1,315,200
06/01/2021			474,750	474,750	
12/01/2021	365,000	6.000%	474,750	839,750	1,314,500
06/01/2022			463,800	463,800	
12/01/2022	415,000	6.000%	463,800	878,800	1,342,600
06/01/2023			451,350	451,350	
12/01/2023	435,000	6.000%	451,350	886,350	1,337,700
06/01/2024			438,300	438,300	
12/01/2024	490,000	6.000%	438,300	928,300	1,366,600
06/01/2025			423,600	423,600	
12/01/2025	520,000	6.000%	423,600	943,600	1,367,200
06/01/2026			408,000	408,000	
12/01/2026	575,000	6.000%	408,000	983,000	1,391,000
06/01/2027			390,750	390,750	
12/01/2027	610,000	6.000%	390,750	1,000,750	1,391,500
06/01/2028			372,450	372,450	
12/01/2028	675,000	6.000%	372,450	1,047,450	1,419,900
06/01/2029			352,200	352,200	
12/01/2029	715,000	6.000%	352,200	1,067,200	1,419,400
06/01/2030			330,750	330,750	
12/01/2030	785,000	6.000%	330,750	1,115,750	1,446,500
06/01/2031			307,200	307,200	
12/01/2031	830,000	6.000%	307,200	1,137,200	1,444,400
06/01/2032			282,300	282,300	
12/01/2032	905,000	6.000%	282,300	1,187,300	1,469,600
06/01/2033			255,150	255,150	
12/01/2033	960,000	6.000%	255,150	1,215,150	1,470,300
06/01/2034			226,350	226,350	
12/01/2034	1,045,000	6.000%	226,350	1,271,350	1,497,700
06/01/2035			195,000	195,000	
12/01/2035	1,110,000	6.000%	195,000	1,305,000	1,500,000
06/01/2036			161,700	161,700	
12/01/2036	1,205,000	6.000%	161,700	1,366,700	1,528,400
06/01/2037			125,550	125,550	
12/01/2037	1,275,000	6.000%	125,550	1,400,550	1,526,100
06/01/2038			87,300	87,300	
12/01/2038	2,910,000	6.000%	87,300	2,997,300	3,084,600
	17,650,000		23,909,700	41,559,700	41,559,700

NET DEBT SERVICE

KENT PLACE METROPOLITAN DISTRICT
SERIES 2008 G.O. BONDS
Non-Rated, 30-Year Maturity

Date	Principal	Interest	Total Debt Service	Gen. Fund	Debt Service Reserve Fund	Capitalized Interest Fund	Net Debt Service	Annual Net D/S
06/01/2009		529,500	529,500	-70,281.07		599,781.07		
12/01/2009		529,500	529,500	-58,567.56		588,067.56		
06/01/2010		529,500	529,500	-46,854.05		576,354.05		
12/01/2010		529,500	529,500	-35,140.54		564,640.54		
06/01/2011		529,500	529,500	-23,427.02		552,927.02		
12/01/2011		529,500	529,500	-11,713.51		541,213.51		
06/01/2012		529,500	529,500	245,983.75	36,299.50		247,216.75	
12/01/2012		529,500	529,500		36,299.50		493,200.50	740,417.25
06/01/2013		529,500	529,500		36,299.50		493,200.50	
12/01/2013	45,000	529,500	574,500		36,299.50		538,200.50	1,031,401.00
06/01/2014		528,150	528,150		36,299.50		491,850.50	
12/01/2014	165,000	528,150	693,150		36,299.50		656,850.50	1,148,701.00
06/01/2015		523,200	523,200		36,299.50		486,900.50	
12/01/2015	200,000	523,200	723,200		36,299.50		686,900.50	1,173,801.00
06/01/2016		517,200	517,200		36,299.50		480,900.50	
12/01/2016	235,000	517,200	752,200		36,299.50		715,900.50	1,196,801.00
06/01/2017		510,150	510,150		36,299.50		473,850.50	
12/01/2017	245,000	510,150	755,150		36,299.50		718,850.50	1,192,701.00
06/01/2018		502,800	502,800		36,299.50		466,500.50	
12/01/2018	285,000	502,800	787,800		36,299.50		751,500.50	1,218,001.00
06/01/2019		494,250	494,250		36,299.50		457,950.50	
12/01/2019	305,000	494,250	799,250		36,299.50		762,950.50	1,220,901.00
06/01/2020		485,100	485,100		36,299.50		448,800.50	
12/01/2020	345,000	485,100	830,100		36,299.50		793,800.50	1,242,601.00
06/01/2021		474,750	474,750		36,299.50		438,450.50	
12/01/2021	365,000	474,750	839,750		36,299.50		803,450.50	1,241,901.00
06/01/2022		463,800	463,800		36,299.50		427,500.50	
12/01/2022	415,000	463,800	878,800		36,299.50		842,500.50	1,270,001.00
06/01/2023		451,350	451,350		36,299.50		415,050.50	
12/01/2023	435,000	451,350	886,350		36,299.50		850,050.50	1,265,101.00
06/01/2024		438,300	438,300		36,299.50		402,000.50	
12/01/2024	490,000	438,300	928,300		36,299.50		892,000.50	1,294,001.00
06/01/2025		423,600	423,600		36,299.50		387,300.50	
12/01/2025	520,000	423,600	943,600		36,299.50		907,300.50	1,294,601.00
06/01/2026		408,000	408,000		36,299.50		371,700.50	
12/01/2026	575,000	408,000	983,000		36,299.50		946,700.50	1,318,401.00
06/01/2027		390,750	390,750		36,299.50		354,450.50	
12/01/2027	610,000	390,750	1,000,750		36,299.50		964,450.50	1,318,901.00
06/01/2028		372,450	372,450		36,299.50		336,150.50	
12/01/2028	675,000	372,450	1,047,450		36,299.50		1,011,150.50	1,347,301.00
06/01/2029		352,200	352,200		36,299.50		315,900.50	
12/01/2029	715,000	352,200	1,067,200		36,299.50		1,030,900.50	1,346,801.00
06/01/2030		330,750	330,750		36,299.50		294,450.50	
12/01/2030	785,000	330,750	1,115,750		36,299.50		1,079,450.50	1,373,901.00
06/01/2031		307,200	307,200		36,299.50		270,900.50	
12/01/2031	830,000	307,200	1,137,200		36,299.50		1,100,900.50	1,371,801.00
06/01/2032		282,300	282,300		36,299.50		246,000.50	
12/01/2032	905,000	282,300	1,187,300		36,299.50		1,151,000.50	1,397,001.00
06/01/2033		255,150	255,150		36,299.50		218,850.50	
12/01/2033	960,000	255,150	1,215,150		36,299.50		1,178,850.50	1,397,701.00
06/01/2034		226,350	226,350		36,299.50		190,050.50	
12/01/2034	1,045,000	226,350	1,271,350		36,299.50		1,235,050.50	1,425,101.00
06/01/2035		195,000	195,000		36,299.50		158,700.50	

NET DEBT SERVICE

KENT PLACE METROPOLITAN DISTRICT
SERIES 2008 G.O. BONDS
Non-Rated, 30-Year Maturity

Date	Principal	Interest	Total Debt Service	Gen. Fund	Debt Service Reserve Fund	Capitalized Interest Fund	Net Debt Service	Annual Net D/S
12/01/2035	1,110,000	195,000	1,305,000		36,299.50		1,268,700.50	1,427,401.00
06/01/2036		161,700	161,700		36,299.50		125,400.50	
12/01/2036	1,205,000	161,700	1,366,700		36,299.50		1,330,400.50	1,455,801.00
06/01/2037		125,550	125,550		36,299.50		89,250.50	
12/01/2037	1,275,000	125,550	1,400,550		36,299.50		1,364,250.50	1,453,501.00
06/01/2038		87,300	87,300		36,299.50		51,000.50	
12/01/2038	2,910,000	87,300	2,997,300		1,564,699.50		1,432,600.50	1,483,601.00
	17,650,000	23,909,700	41,559,700	0.00	3,488,573.00	3,422,983.75	34,648,143.25	34,648,143.25

CAPITALIZED INTEREST FUND

KENT PLACE METROPOLITAN DISTRICT
SERIES 2008 G.O. BONDS
Non-Rated, 30-Year Maturity

Capitalized Interest Fund

Date	Deposit	Interest @ 4.75%	Principal	Debt Service Reserve Fund	Debt Service	Scheduled Draws	Balance
12/01/2008	2,959,203						2,959,203.00
06/01/2009		70,281.07	493,200.50	36,299.50	-70,281.07	529,500	2,466,002.50
12/01/2009		58,567.56	493,200.50	36,299.50	-58,567.56	529,500	1,972,802.00
06/01/2010		46,854.05	493,200.50	36,299.50	-46,854.05	529,500	1,479,601.50
12/01/2010		35,140.54	493,200.50	36,299.50	-35,140.54	529,500	986,401.00
06/01/2011		23,427.02	493,200.50	36,299.50	-23,427.02	529,500	493,200.50
12/01/2011		11,713.51	493,200.50	36,299.50	-11,713.51	529,500	
	2,959,203	245,983.75	2,959,203.00	217,797.00	-245,983.75	3,177,000	

DEBT SERVICE RESERVE FUND

KENT PLACE METROPOLITAN DISTRICT
SERIES 2008 G.O. BONDS
Non-Rated, 30-Year Maturity

Debt Service Reserve Fund

Date	Deposit	Interest @ 4.75%	Principal	Capitalized Interest Fund	Debt Service	Balance
12/01/2008	1,528,400					1,528,400
06/01/2009		36,299.50		-36,299.50		1,528,400
12/01/2009		36,299.50		-36,299.50		1,528,400
06/01/2010		36,299.50		-36,299.50		1,528,400
12/01/2010		36,299.50		-36,299.50		1,528,400
06/01/2011		36,299.50		-36,299.50		1,528,400
12/01/2011		36,299.50		-36,299.50		1,528,400
06/01/2012		36,299.50			-36,299.50	1,528,400
12/01/2012		36,299.50			-36,299.50	1,528,400
06/01/2013		36,299.50			-36,299.50	1,528,400
12/01/2013		36,299.50			-36,299.50	1,528,400
06/01/2014		36,299.50			-36,299.50	1,528,400
12/01/2014		36,299.50			-36,299.50	1,528,400
06/01/2015		36,299.50			-36,299.50	1,528,400
12/01/2015		36,299.50			-36,299.50	1,528,400
06/01/2016		36,299.50			-36,299.50	1,528,400
12/01/2016		36,299.50			-36,299.50	1,528,400
06/01/2017		36,299.50			-36,299.50	1,528,400
12/01/2017		36,299.50			-36,299.50	1,528,400
06/01/2018		36,299.50			-36,299.50	1,528,400
12/01/2018		36,299.50			-36,299.50	1,528,400
06/01/2019		36,299.50			-36,299.50	1,528,400
12/01/2019		36,299.50			-36,299.50	1,528,400
06/01/2020		36,299.50			-36,299.50	1,528,400
12/01/2020		36,299.50			-36,299.50	1,528,400
06/01/2021		36,299.50			-36,299.50	1,528,400
12/01/2021		36,299.50			-36,299.50	1,528,400
06/01/2022		36,299.50			-36,299.50	1,528,400
12/01/2022		36,299.50			-36,299.50	1,528,400
06/01/2023		36,299.50			-36,299.50	1,528,400
12/01/2023		36,299.50			-36,299.50	1,528,400
06/01/2024		36,299.50			-36,299.50	1,528,400
12/01/2024		36,299.50			-36,299.50	1,528,400
06/01/2025		36,299.50			-36,299.50	1,528,400
12/01/2025		36,299.50			-36,299.50	1,528,400
06/01/2026		36,299.50			-36,299.50	1,528,400
12/01/2026		36,299.50			-36,299.50	1,528,400
06/01/2027		36,299.50			-36,299.50	1,528,400
12/01/2027		36,299.50			-36,299.50	1,528,400
06/01/2028		36,299.50			-36,299.50	1,528,400
12/01/2028		36,299.50			-36,299.50	1,528,400
06/01/2029		36,299.50			-36,299.50	1,528,400
12/01/2029		36,299.50			-36,299.50	1,528,400
06/01/2030		36,299.50			-36,299.50	1,528,400
12/01/2030		36,299.50			-36,299.50	1,528,400
06/01/2031		36,299.50			-36,299.50	1,528,400
12/01/2031		36,299.50			-36,299.50	1,528,400
06/01/2032		36,299.50			-36,299.50	1,528,400
12/01/2032		36,299.50			-36,299.50	1,528,400
06/01/2033		36,299.50			-36,299.50	1,528,400
12/01/2033		36,299.50			-36,299.50	1,528,400
06/01/2034		36,299.50			-36,299.50	1,528,400
12/01/2034		36,299.50			-36,299.50	1,528,400
06/01/2035		36,299.50			-36,299.50	1,528,400
12/01/2035		36,299.50			-36,299.50	1,528,400
06/01/2036		36,299.50			-36,299.50	1,528,400
12/01/2036		36,299.50			-36,299.50	1,528,400
06/01/2037		36,299.50			-36,299.50	1,528,400
12/01/2037		36,299.50			-36,299.50	1,528,400
06/01/2038		36,299.50			-36,299.50	1,528,400
12/01/2038		36,299.50	1,528,400		-1,564,699.50	
	1,528,400	2,177,970.00	1,528,400	-217,797.00	-3,488,573.00	

EXHIBIT G

Intergovernmental Agreement between the Districts and Englewood.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF ENGLEWOOD, COLORADO
AND
KENT PLACE METROPOLITAN DISTRICT NO. 1
AND
KENT PLACE METROPOLITAN DISTRICT NO. 2

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the CITY OF ENGLEWOOD, a home-rule municipal corporation of the State of Colorado (the "City"), and KENT PLACE METROPOLITAN DISTRICT NO.1 and KENT PLACE METROPOLITAN DISTRICT NO.2, quasi-municipal corporations and political subdivisions of the State of Colorado (the "Districts"). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Service Plan approved by the City on _____ ("Service Plan"); and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1 Operations and Maintenance Limitation. The Districts shall dedicate certain Public Improvements to the City or other appropriate jurisdiction in a manner consistent with Approved Development Plans and rules and regulations of the City and applicable provisions of the City's ordinances. The Districts shall be authorized to own, operate and maintain any part or all of the Public Improvements not dedicated to the City or other appropriate jurisdiction. Determination of specific Public Improvements to be dedicated to the City and/or other governmental entities, or to be retained by the Districts, will be the subject of separate actions and agreements among interested parties.

2. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of $30,000,000.

3. Construction Standards Limitation. The Districts shall ensure that the Public Improvements to be dedicated to the City or other appropriate jurisdiction are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain the City's approval of

civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

5. Bankruptcy Limitation. All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy, shall be deemed a material modification of the Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

6. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

7. Sales and Use Tax. The Districts shall not exercise their sales and use tax exemption in a manner that would reduce or cause a loss of sales or use tax revenues due to the City from the construction of the Public Improvements or from the provision of District Activities.

8. Consolidation/Dissolution. The consolidation of any District with any other special district shall be subject to the approval of the City. Each District will take all action necessary to dissolve pursuant to Section 32-1-701, *et. seq.*, C.R.S., as amended from time to time, at such time as it does not need to remain in existence to discharge its financial obligations or perform its services. In no event shall dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

9. Disclosure to Purchasers. The Districts will use ~~reasonable~~ its best efforts to assure that all developers of the property located within the Districts provide written notice to all purchasers of property in the Districts regarding the Maximum Debt Mill Levy, as well as a general description of the Districts' authority to impose and collect rates, Fees, tolls and charges.

10. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. Such intergovernmental agreement will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of the Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of the Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend the Service Plan.

11. Annual Report. Upon the request of the City, the Districts shall be responsible for submitting an annual report to the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the Districts has been recorded, containing the information set forth in Section VII of the Service Plan.

12. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy any District is permitted to impose upon the Taxable Property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 of the Service Plan; provided that if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

13. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
Kent Place Metropolitan District
c/o White, Bear & Ankele Professional Corporation
Attention: Kristen D. Bear
1805 Shea Center Drive, Suite 100
Highlands Ranch, CO 80129
Phone: (303) 858-1800
Fax: (303) 858-1801

To the City:
City of Englewood
c/o Daniel L. Brotzman, City Attorney
Englewood Civic Center
1000 Englewood Parkway
Englewood, CO 80110
Phone: (303) 762-2320

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

14. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

15. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

16. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In

the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

17. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

18. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

19. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

20. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

21. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

23. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

24. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Districts and the City have caused this Agreement to be duly executed to be effective as of the day first above written.

KENT PLACE METROPOLITAN DISTRICT 1

By: _____
President

Attest:

_____
Secretary

KENT PLACE METROPOLITAN DISTRICT 2

By: _____
President

Attest:

_____
Secretary

CITY OF ENGLEWOOD

By: _____

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 49
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AN "INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND KENT PLACE METROPOLITAN DISTRICT NO. 1 AND KENT PLACE METROPOLITAN DISTRICT NO. 2".

WHEREAS, the City Council of the City of Englewood approved the Consolidated Service Plan for Kent Place Metropolitan District No. 1 and No. 2 , by the passage of Resolution No. 88, Series of 2007; and

WHEREAS, the Englewood City Council passed Resolution No. 89, Series of 2008, extending the Consolidated Service Plan for Kent Place Metropolitan District No. 1 and No. 2; and

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Service Plan conditionally approved by the Resolution No. 88, Series of 2007; and

WHEREAS, the conditions of approval for Resolution No. 88, Series of 2007, have been met in that the Englewood City Manager has received and approved a summary of the market study supporting the financial plan; and

WHEREAS, the City of Englewood and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement;

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

Section 1. The Intergovernmental Agreement entitled "Intergovernmental Agreement Between the City of Englewood and Kent Place Metropolitan District No.1 and Kent Place Metropolitan District No. 2" is hereby accepted and approved by the Englewood City Council and is attached hereto as "Exhibit A".

Section 2. The Mayor is hereby authorized to sign and the City Clerk to attest "Intergovernmental Agreement Between the City of Englewood and Kent Place Metropolitan District No. 1 and Kent Place Metropolitan District No. 2" for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 6th day of December, 2010.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of December, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of December, 2010 for thirty (30) days.

James K. Woodward, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of December, 2010.

Loucrishia A. Ellis

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND KENT PLACE METROPOLITAN DISTRICT NO. 1 AND KENT PLACE METROPOLITAN DISTRICT NO. 2

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2010, by and between the CITY OF ENGLEWOOD, a home-rule municipal corporation of the State of Colorado (the "City"), and KENT PLACE METROPOLITAN DISTRICT NO. 1 and KENT PLACE METROPOLITAN DISTRICT NO. 2, quasi-municipal corporations and political subdivisions of the State of Colorado (the "Districts"). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Service Plan approved by the City on September 17, 2007 ("Service Plan"); and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance Limitation. The Districts shall dedicate certain Public Improvements to the City or other appropriate jurisdiction in a manner consistent with Approved Development Plans and rules and regulations of the City and applicable provisions of the City's ordinances. The Districts shall be authorized to own, operate and maintain any part or all of the Public Improvements not dedicated to the City or other appropriate jurisdiction. Determination of specific Public Improvements to be dedicated to the City and/or other governmental entities, or to be retained by the Districts, will be the subject of separate actions and agreements among interested parties.

2. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of $30,000,000.

3. Construction Standards Limitation. The Districts shall ensure that the Public Improvements to be dedicated to the City or other appropriate jurisdiction are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain the City's approval of

civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

5. Bankruptcy Limitation. All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy, shall be deemed a material modification of the Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

6. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

7. Sales and Use Tax. The Districts shall not exercise their sales and use tax exemption in a manner that would reduce or cause a loss of sales or use tax revenues due to the City from the construction of the Public Improvements or from the provision of District Activities.

8. Consolidation/Dissolution. The consolidation of any District with any other special district shall be subject to the approval of the City. Each District will take all action necessary to dissolve pursuant to Section 32-1-701, *et. seq.*, C.R.S., as amended from time to time, at such time as it does not need to remain in existence to discharge its financial obligations or perform its services. In no event shall dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

9. Disclosure to Purchasers. The Districts will use their best efforts to assure that all developers of the property located within the Districts provide written notice to all purchasers of property in the Districts regarding the Maximum Debt Mill Levy, as well as a general description of the Districts' authority to impose and collect rates, Fees, tolls and charges.

10. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. Such intergovernmental agreement will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of the Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of the Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend the Service Plan.

11. Annual Report. Upon the request of the City, the Districts shall be responsible for submitting an annual report to the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the Districts has been recorded, containing the information set forth in Section VII of the Service Plan.

12. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy any District is permitted to impose upon the Taxable Property within the District for payment of Debt, and shall be determined as follows:

For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 of the Service Plan; provided that if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

13. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
Kent Place Metropolitan District Nos. 1 & 2
c/o White, Bear & Ankele Professional Corporation
Attention: Kristen D. Bear, Esq.
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Phone: (303) 858-1800
Fax: (303) 858-1801

To the City:
City of Englewood
c/o Daniel L. Brotzman, City Attorney
Englewood Civic Center
1000 Englewood Parkway
Englewood, CO 80110
Phone: (303) 762-2320

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

14. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

15. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

16. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In

the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

17. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

18. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

19. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

20. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

21. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

23. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

24. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Districts and the City have caused this Agreement to be duly executed to be effective as of the day first above written.

KENT PLACE METROPOLITAN DISTRICT 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

Attest:

_____
Secretary

KENT PLACE METROPOLITAN DISTRICT 2, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

Attest:

_____
Secretary

CITY OF ENGLEWOOD

By: _____
James K. Woodward, Mayor

Attest:

By: _____
Its: Loucrishia A. Ellis
City Clerk

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 6, 2010	11 a ii	Bill for an Ordinance Amending Title 11, Chapter 1, of Englewood Municipal Code with New Provisions Regarding Golf Cars and Low Powered Scooters
Initiated By:		**Staff Source:**
Englewood Transportation Advisory Committee		Rick Kahm, ex officio

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council previously approved a bill for an ordinance adopting the 1995 Edition of the Model Traffic Code for Colorado Municipalities.

RECOMMENDED ACTION

Approval of a bill for an ordinance amending Title 11, Chapter 1, of Englewood Municipal Code with new provisions regarding Golf Cars and Low Powered Scooters on Englewood roadways.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2009, the Colorado State Legislature passed S.B 09-75 authorizing the operation of low-speed electric vehicles on roadways with a speed limit not exceeding 35 mph. The bill allows local authorities to regulate the operation of these vehicles with a stipulation that the regulation is consistent with this bill.

Mr. Bertram, an Englewood resident, attended the March 22, 2010 City Council Meeting requesting that the City of Englewood consider allowing low powered electric vehicles, i.e., golf carts, to operate on City streets. City Council referred Mr. Bertram to the Englewood Transportation Advisory Committee (ETAC) to consider his request. Mr. Bertram, accompanied by Mr. Bunker, owner of Discount Golf Cars, attended the May 13, 2010 ETAC meeting, as well as subsequent meetings in June and July, and presented their request for consideration.

Since meeting with Mr. Bertram and Mr. Bunker, members of ETAC spent considerable time in determining the feasibility of allowing these vehicles on Englewood roadways. With the assistance of Assistant City Attorney Reid and Sgt. O'Connor, a bill for an ordinance has been drafted to update the Englewood City Code and Model Traffic Code to accommodate these vehicles on City streets and to streamline the law enforceability of all low powered vehicles (golf cars, low powered scooters, toy vehicles, Segways) in the City of Englewood. The proposed changes to the City Code incorporate state law contained in S.B. 09-75.

FINANCIAL IMPACT

City expenses associated with permitting low powered electric vehicles on City streets will be redeemed through fees charged to the public for permitting, inspections, etc.

LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 50
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AMENDING TITLE 11, CHAPTER 1, OF THE ENGLEWOOD MUNICIPAL CODE 2000, WITH THE ADDITIONS OF NEW PROVISIONS PERTAINING TO "GOLF CARS AND LOW POWERED SCOOTERS".

WHEREAS, the Colorado Legislature passed Senate Bill 09-075 regulating the operation of low-speed electric self-propelled vehicles on public Rights-of-Way; and

WHEREAS, other jurisdictions, including the Cities of Littleton and Erie have enacted ordinances or regulations regarding the operation of Golf Cars and Low Powered Scooters on public Rights-of-Way within their respective jurisdictions; and

WHEREAS, the Englewood City Council finds that "Toy Vehicles" are not appropriate for use on the City roadways and sidewalks; and

WHEREAS, the Englewood City Council deems it in the best interest of the City to update the regulation of such low powered electric self-propelled vehicles and toy vehicles for the health, safety and welfare of the citizens of the City of Englewood, Colorado;

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 11, Chapter 1, of the Englewood Municipal Code 2000, to read as follows:

11-1-1: Adoption of Code.

A. Pursuant to Section 44, Article V of the Englewood Home Rule Charter, and Title 31, Article 16, Parts 1 and 2, C.R.S. 1973, as amended, there is hereby adopted by reference Articles I and II, inclusive of the 1995 Edition of the "Model Traffic Code for Colorado Municipalities," promulgated and published as such by the Colorado Department of Transportation, 4201 E. Arkansas Avenue, Denver, Colorado 80222. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic-control regulations for the City. The purpose of this Chapter and the code adopted herein is to provide a system of traffic regulation consistent with State law and generally conforming to similar regulations throughout the State and Nation. A copy of the Model Traffic Code adopted herein is now filed in the office of the City Clerk of the City and may be inspected during regular business hours.

B. The 1995 edition of the Model Traffic Code is adopted as if set out at length, except for the following parts and Sections of Article I which are declared to be inapplicable to this municipality and are therefore expressly deleted or amended:

1. Penalty Assessments--The City does not use penalty assessments for traffic violations and therefore all references to penalty assessments and procedures dealing with penalty assessments in any Article or Section are expressly deleted.

2. Part 1, Section 103, is amended by the addition of a new subsection to read as follows: 103(2)(c): Provisions of these Articles I and II, of the Model Traffic Code for Colorado Municipalities as adopted shall apply to all public highways and on private property made available for public use where the City has contracted to provide traffic and parking enforcement, such contract shall be a waiver of any objection the owner may assert concerning enforcement of this Section by peace officers of any political sub-division of this State and such officers are hereby authorized and empowered to so enforce this Code, provisions of law to the contrary notwithstanding.

3. Part 1, Section 106 is amended to read as follows:
Restricted Use Of Streets

   (1) The use of certain streets and roadways by ~~motor-driven cycles,~~ trucks or other commercial vehicles, bicycles, ~~motorized bicycles~~ and horse-drawn vehicles or other nonmotorized traffic shall be restricted or prohibited when authorized by the Traffic Engineer and when official signs giving notice thereof are erected.

   (2) For the purpose of road construction and maintenance any street or portion thereof may, by action of this municipality or by agreement with other concerned road agencies, be temporarily closed to through traffic or to all vehicular traffic during the Work project, and the traffic affected shall be guided along appropriate detours or alternative routes by official traffic control devices.

   (3) When signs are so erected giving notice of restrictions or prohibitions upon the use of streets, no person shall disobey the directions or instructions stated on such signs.

   (4) The provisions of subsection (1) shall not be construed to prohibit the drivers of any excluded vehicles from traveling over such restricted or prohibited streets, other than controlled-access roadways, for the purpose of delivering or picking up materials or merchandise or reaching their destinations which occur on these particular streets, provided such excluded vehicles enter such streets at the intersection nearest the destination of the vehicle and proceed thereon no farther than the nearest intersection thereafter.

4. Part 1, Section 109, ~~Motorized bicycles, gopeds/motorized~~ Golf cars, low powered scooters, animals, skis, skates, toy vehicles, and all-terrain recreational vehicles on highways.

   (1) Every person riding a ~~motorized bicycle or a goped/motorized~~ golf car or low powered scooter, ~~scooter~~ upon a roadway where ~~motorized bicycle and goped/motorized scotter~~ golf car and low powered scooter travel is permitted shall be granted all of the rights and shall be subject to all of the duties and penalties applicable to the driver of a vehicle as set forth in this Code, except those provisions of this Code that by their very nature, can have no application. Said riders shall also comply with special rules set forth in this

section and in Part I, Section 220 (1)(b) and (1)(c) and, when using streets and highways within incorporated cities and towns, shall be subject to local ordinances regulating the operation of ~~motorized bicycles or goped/motorized scotters~~ golf cars or low powered scooters, as provided in Section 42-4-111, C.R.S. Whenever the word "vehicle" is used in any of the driving rules set forth in this article that are applicable to ~~motorized bicycle or goped/motorized scotter~~ golf cars and low powered scooter riders, such term shall include ~~motorized bicycles or gopeds/motorized scotters~~ golf car and low powered scooter.

(2)~~(a)~~ A person riding a ~~motorized bicycle scotter~~ golf car or low powered scooter shall not ride other than upon or astride a permanent and regular seat attached thereto.

~~(b) A person shall not ride a goped/motorized scotter, except on its platform.~~

(3) No ~~motorized bicycle or goped/motorized scooter~~ golf car or low powered scooter shall be used to carry more persons at one time than the number for which it is designed and equipped.

(4) No person riding upon any ~~motorized bicycle, goped/motorized scooter~~ golf car or low powered scooter, coaster, roller skates, sled, or toy vehicle shall attach the same or himself or herself to any vehicle upon a roadway.

(5) Every person operating a ~~motorized bicycle or goped/motorized scooter~~ golf car or low powered scooter, upon a roadway shall ride as close to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.

(6) Persons riding ~~motorized bicycles or gopeds/motorized~~ golf cars or low powered scooters, upon a roadway shall not ride more than two abreast except on lanes or parts of roadways set aside for the exclusive use of bicycles.

(7) No person shall operate a ~~goped/motorized scooter~~ golf car on a street with a speed limit over thirty (30) miles per hour.

(8) For the sake of uniformity and bicycle, ~~motorized bicycle and goped/motorized scooter~~ golf car and low powered scooter, safety throughout the State, the Department of Revenue in cooperation with the Department of Transportation shall prepare and make available to all local jurisdictions for distribution to bicycle, ~~motorized bicycle and goped/motorized scooter~~ golf car and low powered scooter riders therein a digest of State Regulations explaining and illustrating the rules of the road, equipment requirements, and traffic control devices that are applicable to such riders and their bicycles, ~~motorized bicycles and gopeds/motorized scooters~~ golf cars or low powered scooters. Local authorities may supplement this digest with a leaflet describing any additional regulations of a local nature that are applicable within their respective jurisdictions.

(9) Persons riding or leading animals on or along any highway shall ride or lead such animals on the left side of said highway, facing approaching traffic. This shall not apply to persons driving herds of animals along highways.

(10) No person shall use the City highways ~~or~~, streets or sidewalks for traveling on skis, toboggans, coasting sleds, skates, toy vehicles, or similar devices. It is unlawful for any person to use any roadway of this State as a sled or ski course for the purpose of coasting on sleds, skis, or similar devices. It is also unlawful for any person upon roller skates or riding in or by means of any coaster, toy vehicle or similar to go on any roadway except while crossing a highway in a crosswalk, and when so crossing such person shall be granted all of the rights and shall be subject to all of the duties applicable to pedestrians. This Subsection (10) does not apply to any public way which is set aside by proper authority as a play street and which is adequately roped off or otherwise marked for such purpose.

(11) Every person riding or leading an animal or driving any animal-drawn conveyance upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by this Code, except those provisions of this Code which by their very nature can have no application.

(12) Where suitable bike paths, horseback trails, or other trails have been established on the right-of-way of heavily traveled streets and highways, the Department of Transportation may, subject to the provisions of Section 43-2-135, C.R.S., by resolution or order entered in its minutes, and local authorities may, where suitable bike paths, horseback trails, or other trails have been established on the right-of-way or parallel to it within four hundred fifty (450) feet of the right-of-way of heavily traveled streets and highways upon which shall be prohibited any bicycle, animal rider, animal-drawn conveyance, or the class of kind of nonmotorized traffic which is found to be incompatible with the normal and safe movement of traffic, and upon such a determination, the Department of Transportation of local authority shall erect appropriate official signs giving notice thereof, except that with respect to controlled access highways the provisions of Section 42-4-1010(3), C.R.S., shall apply. When such official signs are so erected, no person shall violate any of the instructions contained thereon.

(13) The parent of any child or guardian of any ward shall not authorize or knowingly permit any child or ward to violate any provision of this Section.

(14) Operation of an Electric Golf Car within the City.

(1) A golf car used on City streets or roadways, must meet the definition stated in 42-1-102 C.R.S. and be powered by electricity.

(2) Golf cars will be allowed on the streets and roadways of the City with the following restrictions:

(a) Golf cars shall be allowed on city roadways with maximum speeds up to 30 mph.

(b) Golf cars shall be prohibited on sidewalks and pedestrian or bicycle pathways.

(c) Golf cars shall **not** be permitted continuous travel on the following roadways within the City:

+ Evans
+ Dartmouth
+ Hwy 285
+ Logan
+ Broadway
+ Downing
+ Santa Fe Dr.
+ University
+ Federal
+ Belleview

Nor on Sections of:

+ Navajo, from Quincy to Oxford
+ Windermere, from Oxford to Kenyon

(d) With the exception of Santa Fe Dr., golf cars may cross the roadways listed above, or other roadways with a speed limit of greater than 30 mph if they do so at a marked intersection.

(3) All golf cars used on the streets or roadways of the City shall have the following, operational equipment:

(a) Head lamps.

(b) Front and rear turn signals.

(c) Tail lamps.

(d) Stop lamps.

(e) Reflex reflectors; one red on each side as far to rear as practicable and one red on the rear.

(f) An exterior mirror mounted on the driver's side of the vehicle or an interior mirror.

(g) A windshield, or the driver must be wearing state approved safety goggles.

(h) Seat belts (type one or two) at all seat positions. Wearing seat belts is recommended but not required.

(i) Parking brake.

(j). Display slow-moving vehicle emblem per Model Traffic Code, Sec. 234.

(k) Display Englewood golf car permit sticker on the rear.

(4) Permits required.

(a) A golf car driver shall have in his or her possession a current driver's license or minor driver's license and proof of insurance.

(b). Golf car vehicle permit. The golf car shall be inspected for safety and required equipment by the Englewood Police Department every three years and issued a permit sticker. The vehicle owner must show proof of current driver's license and complying insurance at the time of permitting and at all times when operating the golf car on the City's roadways. Fees for the inspection and City permit shall be set by Council resolution.

(5) A golf car driver shall possess insurance consistent with Motor Vehicle Insurance limits required by State Statute.

(15) Operation of low-power scooters (under 50 c.c. Gasoline powered or 4,476 watts electric powered) within the City.

(1) Allowed Routes. Low-power scooters shall be allowed on all streets and roadways in the City.

(2) Required Equipment.

In addition to the required safety equipment and permitting (instead of a license) regulated by the State (See 42-4-204 and 42-4-220 C.R.S.), the driver of a low powered scooter, while on the streets and roadways of the City shall:

(a) Possess insurance consistent with Motor Vehicle Insurance limits required by State Statute.

(b) Have a current, three year DMV registration affixed to the scooter as required.

(c) Have a windshield on the scooter or the driver must wear state approved safety goggles.

(d) The scooter and driver must comply with all other state and local traffic regulations, such as 42-4-1502 (4.5) (a) C.R.S. – when driver or passenger is under 18 years of age, a helmet is required.

(3) Required License and Permit.

(a) The operator must have in his or her possession a valid drivers' license, minor driver's license, or learner's permit.

(b) The low-power scooter must have a valid permit issued by the Colorado Department of Motor Vehicles.

(16) Toy Vehicles.

Toy vehicles are not permitted on public roadways or sidewalks in the City of Englewood. In all other respects they will be governed by the "Model Traffic Code", as adopted.

(17) Electric Personal Assisted Mobility Devices (EPAMD).

EPAMD's shall not be allowed on sidewalks, bike or pedestrian pathways and shall comply with the requirements of 42-4-117 C.R.S. as it maybe amended.

5. Part 2, Section 203 Unsafe Vehicles - Spot Inspections is deleted.

~~6. The requirements of Part 2, Section 220, of the Model Traffic Code 1995, titled, "Motorized bicycles - motor-driven cycles - light equipment - department control - use and operations", shall apply to gopeds/motorized scooters as defined herein.~~

~~7. The requirements of Part 2, Section 220 (1)(d), of the Model Traffic Code 1995, titled, "Motorized bicycles - motor-driven cycles - light equipment - department control - use and operations", additional equipment required for operators of goped/motorized scooter. Any person operating a goped/motorized scooter on public streets without a driver's license is required to wear a securely fastened helmet designed for use under this Section.~~

~~8~~6. Part 2, Section 227(3)(b) Tinted Windows is deleted.

~~9~~7. Section 235 (2), of the Model Traffic Code for Colorado municipalities is hereby amended to read no person or owner or lessor or other entity having authority over the use and operation of a commercial vehicle, shall operate or allow the operation of a commercial vehicle, as defined in Subsection (1) of this Section, on any public highway of this State or City unless such vehicle is in compliance with the Rules and Regulations adopted by the Department pursuant to Subsection (4) of this Section.

~~10~~8. The City hereby incorporates by reference the Department of Public Safety Rules and Regulations Concerning Minimum Standards for the Operation of Commercial Vehicles as adopted (8 C.C.R. 1507-1) or as same shall be amended which incorporates the Code of Federal Regulations, Title 49, Parts 200 to 399 as revised as of October 1, 1998, or as same shall be amended.

~~11~~9. Part 2, Section 236(8) Child Restraint Systems (regarding fine) is deleted.

~~12~~10. Part 5, Section 510(1)(b) Permits for Excess Size and Weight and for Manufactured Homes is amended to read as follows:

(1)(b) The application for any permit shall specifically describe the vehicles and load to be operated or moved and the particular highways for which the permit to operate is requested, and whether such permit is for a single trip, a special, or

an annual operation, and the time of such movement. All local permits shall be issued at the discretion of the local authority through its Traffic Engineer or designee.

~~13~~11. Part 5, Section 510(9)(b) Permits for Excess Size and Weight and for Manufactured Homes is amended to read as follows:

(9)(b) This municipality with regard to a local permit may, through its Traffic Engineer or designee, revoke, suspend, refuse to renew, or refuse to issue any permit authorized by this Section upon a finding that the holder of the permit has violated the provisions of this Section, any ordinance or resolution of this Municipality, or any standards or rules or regulation promulgated pursuant to this Section.

~~14~~12. Part 5, Section 511 Permit Standards is deleted.

~~15~~13. Part 6, Section 603, Obedience to Official Traffic Control Devices, is amended by the addition of a new paragraph (5) obedience to official truck traffic control devices, which shall read as follows:

(5) Obedience to Official Truck Traffic Control Devices: No operator or driver of a truck or commercial vehicle shall disobey official traffic control devices relating to or concerning truck routes or vehicle weight restrictions within the City of Englewood, except as provided by 11-1-1(B)(2)(4) EMC.

~~16~~14. Part 6, Section 604(1)(c)(I) Steady Red Indication is amended to read as follows:

(I) Vehicular traffic facing a steady circular red signal alone shall stop at a clearly marked stop line but, if none, before entering the crosswalk on the near side of the intersection or, if none, then before entering the intersection and shall remain standing until an indication to proceed is shown; except that:

(A) Such vehicular traffic, after coming to a stop and yielding the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection, may make a right turn, unless state or local road authorities within their respective jurisdictions have prohibited any such right turn and have erected an official sign at each intersection where such right turn is prohibited;

(B) Such vehicular traffic, when proceeding on a one-way street and after coming to a stop, may make a left turn onto a one-way street upon which traffic is moving to the left of the driver. Such turn shall be made only after yielding the right-of-way to pedestrians and other traffic proceeding as directed. No turn shall be made pursuant to this sub-subparagraph (B) if local authorities have prohibited any such left turn and erected a sign giving notice of any such prohibition at each intersection where such left turn is prohibited.

~~17~~15. Part 8 Section 805(5) Pedestrians Walking or Traveling in a Wheelchair on Highways is amended to read as follows:

(5) This municipality may regulate the use by pedestrians of streets and highways under its jurisdiction to the extent authorized under subsection (6) of this Section and Sections 42-4-110 and 42-4-111, C.R.S., but no regulation regarding such streets and highways in a manner differing from this Section shall be effective until official signs or devices giving notice thereof have been placed as required by Section 42-4-111(2), C.R.S.

~~18~~16. Part 10, Section 1010(3) Driving on Divided or Controlled Access Highways (regarding limiting use) is amended by deleting the phrase "by ordinance consistent with the provisions of Section 43-2-135(1)(g), C.R.S. . . . ," in the first sentence.

~~19~~17. Section 1012. High Occupancy Vehicle Lanes is amended by the addition of a new subsection (3):

(3) No person shall drive in a designated high occupancy vehicle (HOV) lane in violation of the occupancy or time restrictions posted on the official traffic control device, designating such HOV lanes traffic control device.

~~20~~18. Part 11, Section 1101(2) Speed Limits is amended to add a new subsection:

(i) Fifteen miles per hour in any alley.

~~21~~19. Part 11, Section 1102(5) Altering Speed Limits is amended to read:

(5) In its discretion, this municipality may impose and enforce stop sign regulations and speed limits, not inconsistent with the provisions of Sections 1101 to 1104, upon any way which is open to travel by motor vehicles and which is privately maintained in mobile home parks, when appropriate signs giving notice of such enforcement are erected at the entrances to such ways.

~~22~~20. Section 1202 Parking or Abandonment of Vehicles the phrase "outside of a business or residential district..." is deleted.

~~23~~21. Part 12, Sections 1205(2) and (3) Parking at Curb or Edge of Roadway are amended to read:

(2) Except as authorized by the Traffic Engineer or his/her designee, every vehicle stopped or parked upon a one-way roadway shall be so stopped or parked parallel to the curb or edge of the roadway in the direction of authorized traffic movement, with its right-hand wheels within twelve inches of the right-hand shoulder or with its left-hand wheels within twelve inches of the left-hand shoulder or with its left-hand wheels within twelve inches of the left-hand curb or as close as practicable to the left edge of the left-hand shoulder.

(3) The local authority may, through its Traffic Engineer or designee, permit angle parking on any roadway; except that angle parking shall not be permitted on any State highway unless the Department of Transportation has determined by resolution or order entered in its minutes that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic.

~~24~~22. Part 12, Section 1208(3)(b) and (c) Parking Privileges for Persons with Disabilities are amended to read:

(b) The owner of private property available for public use may request the criteria and format information for official handicapped parking signs from the City Traffic Engineer concerning the installation of official signs identifying parking spaces reserved for use by persons with disabilities. Such a request shall be a waiver of any objection the owner may assert concerning enforcement of this Section by peace officers of any political subdivision of this State, and such officers are hereby authorized and empowered to so enforce this Section, provisions of law to the contrary notwithstanding.

(c) Each parking space reserved for use by persons with disabilities whether on public property or private property shall be marked with an official upright sign, which sign shall be stationary, identifying such parking space as reserved for use by persons with disabilities.

~~25~~23. Part 14, Section 1401(1) Reckless Driving-The last sentence, "A person convicted of reckless driving of a bicycle ~~or motorized bicycle~~ shall not be subject to the provisions of Section 42-2-127, C.R.S." is deleted.

~~26~~24. Part 14, Section 1401(2) Reckless Driving-Penalty is deleted.

~~27~~25. Part 14, Section 1402(1) Careless Driving-The last sentence, "A person convicted of careless driving of a bicycle ~~or motorized bicycle~~ shall not be subject to the provisions of Section 42-2-127, C.R.S." is deleted.

~~28~~26. Part 14, Section 1402(2) Careless Driving-Penalty is deleted.

~~29~~27. Part 14, Section 1409 Compulsory Insurance – noncompliance – penalty – seizing and impounding vehicles is amended to read as follows:

~~(1)~~ a. No owner of a motor vehicle or low-power scooter required to be registered in this state shall operate the vehicle or permit it to be operated on the public highways of this municipality when the owner has failed to have a complying policy or certificate of self-insurance in full force and effect as required by law. ~~sections 10-4-705 and 10-4-716, C. R. S.~~

~~(2)~~ b. No person shall operate a motor vehicle or low-power scooter on the public highways of this municipality without a complying policy or certificate of self-insurance in full force and effect as required by law. ~~sections 10-4-705 and 10-4-716, C. R. S.~~

~~(3)~~ c. When an accident occurs, or when requested to do so following any lawful traffic contact or during any traffic investigation by a peace officer, no owner or operator of a motor vehicle or low-power scooter shall fail to present to the requesting officer immediate evidence of a complying policy or certificate of self-insurance in full force and effect as required by law. ~~sections 10-4-705 and 10-4-716, C. R. S.~~

~~(4)~~ d. Any person who violates the provisions of subsection (1), (2), or (3) of this section commits a traffic offense.

~~(5)~~ e. Testimony of the failure of any owner or operator of a motor vehicle or low-power scooter to present immediate evidence of a complying policy or certificate of self-insurance in full force and effect as required by law. ~~sections 10-4-705 and 10-4-716, C. R. S.~~, when requested to do so by a peace officer, shall constitute prima facie evidence, at a trial concerning a violation charged under subsection (1) or (2) of this section, that such owner or operator of a motor vehicle or low-power scooter violated subsection (1) or (2) of this section.

~~(6)~~ f. No person charged with violating subsection (1), (2), or (3) of this section shall be convicted if he produces in court a bona fide complying policy or certificate of self-insurance in full force and effect as required by law ~~sections 10-4-705 and 10-4-716, C. R. S.~~ at the time of the alleged violation.

~~(7)~~ g. ~~Upon conviction thereof, the defendant shall be punished by a fine of neither less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00), and, in addition, the court may impose imprisonment for not more than one hundred eighty (180) days. The fine imposed by this § shall be mandatory, and the court shall not suspend said fine, in whole or in part, unless it is established that appropriate insurance as required under Sections 10-4-705 and 10-4-716, C.R.S. has been obtained.~~
The owner of a motor vehicle or low-power scooter, upon receipt of an affirmation of insurance as described in § 42-3-113 (2) and (3), shall sign and date such affirmation in the space provided.

~~(8) Upon a second or subsequent conviction under this § within a period of two (2) years following a prior conviction under this §, the defendant shall be punished by a fine of not less than two hundred dollars ($200.00) nor more than five hundred dollars ($500.00), and, in addition, the court may impose imprisonment in the county jail for not less than ten (10) days nor more than one hundred eighty (180) days. The fine imposed by this section shall be mandatory, and the court shall not suspend said fine, in whole or in part, unless it is established that appropriate insurance as required under Sections 10-4-705 and 10-4-716, C.R.S. has been obtained.~~

~~30~~28. Part 14, Section 1412 Operation of Bicycles and Other Human-Powered Vehicles is amended to add the following subsections:

(12) The parent of any child or guardian of any ward shall not authorize or knowingly permit any child or ward to violate any of the provisions of this Section.

(13) It is unlawful for any person to do any act forbidden or fail to perform any act required in this article.

~~31~~29. Part 17, Section 1701(3) Traffic Offenses Classified-Schedule of Fines (regarding fine schedules) is deleted.

~~32~~30. Part 17, Section 1709 Penalty Assessments is deleted.

~~33~~31. Part 17, Section 1710 Failure to Pay Penalty is deleted.

~~34~~32. Part 17, Section 1716 Notice to Appear or Pay Fine-Failure to Appear-Penalty is amended to read as follows:

(1) For the purposes of this code, tender by an arresting officer of the summons shall constitute notice to the violator to appear in court or at the Violations Bureau within the times and dates specified on such summons.

~~35~~33. Part 17, Section 1717 Conviction-Attendance at Driver Improvement School-The phrase "located and operating in the county of the defendant's residence and . . . " is deleted.

C. Article II, Section 102(42)(c) - Definitions.

~~"Goped/motorized scooter" means a motorized vehicle~~:

~~(1) Having two (2) wheels;~~

~~(2) Having a cylinder capacity not exceeding fifty (50) c.c. in a vehicle not powered by electricity or has a power output not exceeding one thousand (1,000) watts in a vehicle powered by electricity~~;

~~(3) Weighing not more than one hundred (100) pounds empty weight;~~

~~(4) Having a maximum speed of thirty-five (35) miles per hour on a flat surface;~~

~~(5) Having a low-standing platform not exceeding twelve (12) inches above the ground~~.

~~(6) Having handlebars~~.

(1) "Bicycle"– means a vehicle propelled solely by human power applied to pedals upon which any person may ride having two tandem wheels or two parallel wheels and one forward wheel, all of which are more than fourteen inches in diameter. 42-1-102 C.R.S.

(2) "Bike Path or Pedestrian Path"- means that part of a roadway or separate path designed for or reserved for the exclusive use of pedestrians, bicycles or human powered vehicles.

(3) "Electrical Assisted Bicycle" – means a vehicle having two tandem wheels or two parallel wheels and one forward wheel, fully operable pedals, an electric motor not exceeding seven hundred fifty watts of power, and a top motor-powered speed of twenty miles per hour, for purposes of this ordinance, this shall be considered a bicycle, not a low power scooter. 42-1-102 C.R.S.

(4) "Electric Personal Assistive Mobility Device" or EPAMD – means a self-balancing, non tandem two-wheeled device, designed to transport only one person that is

powered solely by an electric propulsion system producing an average power output of no more than seven hundred fifty watts. 42-1-102 C.R.S. (AKA *Segway)*

(5) "Golf Car" - means a self-propelled vehicle not designed primarily for operation on roadways and that has:

A designed speed of less than twenty miles per hour;

At least three wheels in contact with the ground;

An empty weight of not more than one thousand three hundred pounds;

A carrying capacity of not more than four persons. 42-1-102 C.R.S.

(6) "Low Power Scooter"– means a self-propelled vehicle designed primarily for use on the roadways with not more than three wheels in contact with the ground, no manual clutch, and either of the following:

1. A cylinder capacity not exceeding fifty cubic centimeters if powered by internal combustion; or

2. A wattage not exceeding four thousand, four hundred seventy-six if powered by electricity.

A Low Power Scooter shall not include a toy vehicle, bicycle, electrical assisted bicycle, wheelchair, or any device designed to assist mobility-impaired people who use pedestrian right-of-way. 42-1-102 C.R.S.

(7) "Minor Driver's License"– means the license issued to a person who is at least sixteen years of age but who has not yet attained the age of twenty-one years. 42-1-102 C.R.S.

(8) "Motorcycle"– means a motor vehicle that uses handlebars to steer and that is designed to travel on not more than three wheels in contact with the ground; except that the term does not include a farm tractor or low-power scooter. 42-1-102 C.R.S.

(9) "Motor Vehicle" - means any self-propelled vehicle that is designed primarily for travel on the public highways and that is generally and commonly used to transport persons and property over the public highways or a low-speed electric vehicle; except that the term does not include low-power scooters, wheelchairs, or vehicles moved solely by human power. For the purposes of sections 42-2-127, 42-2-127.7, 42-2-128, 42-2-138, 42-2-206, 42-4-13-1, and 42-4-13-1.1 "motor vehicle" includes a low-power scooter. (*licenses, insurance, DUI, etc. 42-1-102 C.R.S.*

(10) "Roadway" - means that portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk, berm or shoulder eve though such sidewalk, berm or shoulder is used by persons riding bicycles or other human powered vehicles and exclusive of that portion of a highway designed for exclusive use as a bicycle path or reserved for the exclusive use of bicycles, human-powered vehicles, or pedestrians. In the event that a highway includes two or more separate roadways, "roadway" refers to any such roadway separately but not to all such roadways collectively. 42-1-201 C.R.S.

(11) "Sidewalk" – means that portion of a street between the curb lines or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians. 42-1-102 C.R.S.

(12) "Toy Vehicle" – (a) means any vehicle that has wheels and is not designed for use on public highways or off road use (b) Toy vehicle includes, but is not limited to, gas-powered or electric-powered vehicles commonly known as mini bikes, "pocket" bikes, kamikaze boards, go-peds and stand-up scooters. 42-1-102 C.R.S.

(13) "Wheel Chair" – means a motorized or nonmotorized wheeled device designed for use by a person with a physical disability. 42-1-102 C.R.S.

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

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

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

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

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

Introduced, read in full, and passed on first reading on the 6th day of December, 2010.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of December, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of December, 2010 for thirty (30) days.

_____
James K. Woodward, Mayor

ATTEST:

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of December, 2010.

_____
Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 6, 2010	11 a iii	Intergovernmental Agreement for Suspicious Activities Report Task Force Participation

Initiated By:	Staff Source:
Police Department	John Collins, Deputy Chief of Police

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

N/A

RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a bill for an ordinance authorizing the Chief of Police to sign a Memorandum of Understanding with the Internal Revenue Service, Criminal Investigation Division authorizing Englewood's participation in SARTF, Suspicious Activities Report Task Force.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Department of Treasury, Internal Revenue Service, Investigations Division, has requested that the Englewood Police Department provide assistance to them with the investigation of financial crimes. The Internal Revenue Service has developed a Suspicious Activities Report Task Force for this purpose. The Englewood Police Department would provide a Financial Crimes Detective to the Task Force two to four days per month on an overtime basis.

FINANCIAL IMPACT

The Internal Revenue Service would reimburse the Police Department for the assigned Detective's overtime costs up to $15,000.00 per year. The Internal Revenue Service would also award the Police Department a portion of assets that are forfeited as a result of these criminal investigations. All training costs will be paid for by the Internal Revenue Service.

LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 54
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ENTITLED "AGREEMENT BETWEEN TREASURY LAW ENFORCEMENT AGENCIES AND LOCAL, COUNTY AND STATE LAW ENFORCEMENT AGENCIES FOR THE REIMBURSEMENT OF EXPENSES" BETWEEN THE INTERNAL REVENUE SERVICE, CRIMINAL INVESTIGATION DIVISION AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Department of Treasury, Internal Revenue Service, Investigations Division requested the Englewood Police Department provide assistance to them with the investigation of financial crimes; and

WHEREAS, the Agreement is established pursuant to the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of the Englewood Police Department for the costs as well as a portion of assets that are forfeited as a result of these criminal investigations;

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 accepts and approves the "Agreement Between Treasury Law Enforcement Agencies and Local, County and State Law Enforcement Agencies for the Reimbursement of Expenses", attached hereto as Exhibit A.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the Intergovernmental Agreement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 6th day of December, 2010.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of December, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of December, 2010 for thirty (30) days.

ATTEST:

_____
James K. Woodward, Mayor

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of December, 2010.

_____

Loucrishia A. Ellis

EXHIBIT A

AGREEMENT BETWEEN TREASURY LAW ENFORCEMENT AGENCIES and LOCAL, COUNTY AND STATE LAW ENFORCEMENT AGENCIES FOR THE REIMBURSEMENT OF EXPENSES

****

This agreement is entered into by the Englewood Police Department and Internal Revenue Service, Criminal Investigation, for the purpose of receiving reimbursable costs incurred by the Englewood Police Department in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the Treasury law enforcement agency's Fiscal Year Plan, and the monies are available within the Treasury Forfeiture Fund to satisfy the request(s) for reimbursable overtime expenses.

I. LIFE OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties and terminates on the last day of the current Fiscal Year. Agreements are required on a Fiscal Year basis and must be renewed, if appropriate, by September 30th of each Fiscal Year for the following Fiscal Year.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, and state law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Treasury law enforcement agency.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both the Englewood Police Department and the Criminal Investigation, Internal Revenue Service, for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. 9703.

IV. NAME OF TASK FORCE/JOINT OPERATION (If Applicable)

The Name of this Task Force is (Suspicious Activity Report Task Force.

Projected Dates of Remaining Operation: 11/10/2010 to 09/30/2020.

V. CONDITIONS AND PROCEDURES

A. Assignment of Englewood Police Department Officers

To the maximum extent possible, Englewood Police Department shall assign dedicated officer(s) to the Task Force/Joint Operations.

The Englewood Police Department shall provide the Criminal Investigation, Internal Revenue Service, with the names, titles, badge or ID numbers of the officer(s) assigned to the Task Force/joint Operation in an attachment to this agreement.

B. Requests for Reimbursement of Overtime Expenses

1. The Englewood Police Department may request reimbursement for payment of overtime expenses directly related to work performed by its officer(s) assigned as members of a Joint Task Force/Operation with the Criminal Investigation, Internal Revenue Service, for the purpose of conducting official Treasury investigations.

2. The Englewood Police Department shall provide the Criminal Investigation, Internal Revenue Service, within 10 days of the signing of this agreement, a mandatory ACH Vendor Payment Enrollment Form for Electronic Funds Transfer.

3. Invoices submitted for the payment of overtime to Englewood Police Department officer(s) shall be submitted on the agency's letterhead. The invoice shall be signed by an authorized representative of that agency.

4. The Englewood Police Department will submit all requests for reimbursable payments together with appropriate documentation to the Criminal Investigation, Internal Revenue Service, , ATTN: (Kevin Sophia, Supervisory Special Agent, 303-603-4951).

   The Englewood Police Department shall certify that the request is for overtime expenses incurred by the Englewood Police Department for Participation with a joint operation conducted with the Criminal Investigation, Internal Revenue Service. The Englewood Police Department shall also certify that requests for reimbursement of overtime expenses have not been made to other Federal law enforcement agencies who may also be participating with the task force/joint operation.

The Englewood Police Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the task force/joint operation and are responsible for the payment of overtime earnings, withholdings, insurance coverage and all other requirements by law, regulation, ordinance or contract regardless of the reimbursable overtime charges incurred.

5. All requests for reimbursement of costs incurred by the Englewood Police Department must be approved and certified by the Criminal Investigation, Internal Revenue Service. The Treasury law enforcement agency shall countersign the invoices for payment.

6. All requests for reimbursement of costs are to be received by Criminal Investigation, Internal revenue Service no later than 15 days after the previous month end. These requests for reimbursement are to be for a full month time period, from the first day to the last day of the month. *There should not be invoices covering only part of the month, as in 1/10/04 – 1/25/04.*

7. The Englewood Police Department is limited to a maximum reimbursement for all overtime expenses in connection with this operation of $ 15,000 per year under this agreement. By statute, no single officer may earn more than $15,000.00 per fiscal year in overtime regardless of the number of agreements he/she is authorized on. Travel and related expenses should not exceed a maximum of $25,000 for this task force/joint operation for the Fiscal Year period.

8. The total dollar value of this agreement may be adjusted at anytime by Criminal Investigation, Internal Revenue Service based upon the following:

   A) The Criminal Investigation, Internal Revenue Service may modify the total dollar obligation, resulting in an increase or decrease, if they determine that the original obligated amount is not commensurate with the rate of reimbursable requests, based on their analysis of submitted reimbursement requests.

   B) The adjustments to the total dollar value of this agreement may result in a partial and/or total reduction of reimbursement funds requested. Any modification made to an authorized agreement will be documented in writing and immediately provided to the impacted state and local agency.

C. PROGRAM AUDIT

This agreement and its procedures are subject to audit by the Criminal Investigation, Internal Revenue Service, Department of the Treasury, Office of Inspector General, the General Accounting Office, and other government designated auditors. The Englewood Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

D. REVISIONS

The terms of this agreement may be amended upon the written approval of both the Englewood Police Department and the Criminal Investigation, Internal Revenue Service. The revision becomes effective upon the date of approval.

E. NO PRIVATE RIGHT CREATED

This is an internal government agreement between a Treasury Law Enforcement Agency and the Englewood Police Department, a Local/County/State Law Enforcement Agency, and is not intended to confer any right or benefit to any private person or party.

****

CITY OF ENGLEWOOD

Signature	Date:
James K. Woodward, Mayor	
Printed Name	Title

ATTEST:

Loucrishia A. Ellis, City Clerk

Signature	Date:
	Special Agent in Charge
Printed Name	Title
Criminal Investigation Denver Field Office Internal Revenue Service	

Signature	Date:
	Director - Warrants and Forfeiture
Printed Name	Title
Criminal Investigation Internal Revenue Service Washington, DC	

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 6, 2010	11 c i	2011 Enterprise Zone Marketing Grant
Initiated By: Community Development Department		**Staff Source:** Darren Hollingsworth Economic Development Coordinator

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Community Development Goal: Initiate business retention, revitalization, and growth strategies.

Community Development Goal: Leverage City resources through grant funding. City Council has approved 13 previous marketing and administration grant contracts with the State of Colorado – Economic Development Commission in support of the Arapahoe County Enterprise Zone.

RECOMMENDED ACTION

Attached is a resolution authorizing the City to request a grant in the amount of $12,500 from the State of Colorado – Economic Development Commission (EDC). If approved, the grant would be used to fund marketing and administrative activities associated with the Arapahoe County Enterprise Zone.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 1990, the City applied to the State of Colorado and was granted Enterprise Zone status for a majority of the industrially and commercially zoned property in Englewood. Englewood staff administers the Arapahoe County Enterprise Zone for the Cities of Sheridan, Littleton, and Englewood. The Economic Development Commission has a competitive grant program for Enterprise Zones, which provides marketing and administrative financial support. If approved, this will be the 15th consecutive year Englewood has applied for and received funding to administer and market the Arapahoe County Enterprise Zone.

The Enterprise Zone Marketing Grant is used to support business retention and community marketing activities. Marketing activities funded with this grant encourage businesses to take advantage of Enterprise Zone tax credits and highlight the Englewood business community.

FINANCIAL IMPACT

The Economic Development Commission requires that the City provide matching funds to meet grant requirements. The attached contract between the Economic Development Commission and the City of Englewood pledges $12,500 in local matching funds to meet this obligation. Matching

funds are provided by staff time, maintaining EnglewoodSites.com and promotional materials. These matching funds are included in the 2011 Community Development Department's budget.

LIST OF ATTACHMENTS

Proposed Resolution

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION AUTHORIZING A REQUEST TO THE STATE OF COLORADO FOR A 2011 ENTERPRISE ZONE MARKETING GRANT FOR USE TO FUND MARKETING AND ADMINISTRATIVE ACTIVITIES ASSOCIATED WITH THE ARAPAHOE COUNTY ENTERPRISE ZONE.

WHEREAS, in 1990 the City of Englewood applied to the Colorado Department of Local Affairs and was granted, Enterprise Zone status for a majority of the industrially and commercially zoned property in the City of Englewood; and

WHEREAS, the State Economic Development Commission has a competitive grant program for marketing and administrative support of Enterprise Zones; and

WHEREAS, the Enterprise Zone is used in the City to initiate business retention and community marketing activities; and

WHEREAS, by encouraging businesses to take advantage of Enterprise Zone tax credits, and highlight the Englewood business community; and

WHEREAS, the Colorado State Economic Development Commission requires that the City provide matching funds to meet Grant requirements; and

WHEREAS, the Grant and related Agreement between the State of Colorado Economic Development Commission and the City of Englewood pledges $12,500.00 in local matching funds to meet this obligation; and

WHEREAS, matching funds have been allocated in Community Development's 2011 budget; and

WHEREAS, this Grant and the matching funds will be used for a variety of Enterprise Zone marketing and administrative activities in the City of Englewood;

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

Section 1. The City Council of the City of Englewood, Colorado authorizes the request for the State of Colorado 2011 Enterprise Zone Marketing Grant from the State of Colorado, Economic Development Commission, and the City of Englewood for a Grant of $12,500.00 to be used for Enterprise Zone Marketing and Administrative activities.

Section 2. The Director of Community Development is authorized to request this Grant for and on behalf of the City of Englewood.

ADOPTED AND APPROVED this 6th day of December, 2010.

ATTEST:

James K. Woodward, 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 2010.

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 6, 2010	11 c ii	Resolution of support to the Englewood McLellan Reservoir Foundation for entering into negotiations for lease of approximately 4.9 acres to Benjamin Franklin Charter School, LLC.
Initiated By: Englewood McLellan Reservoir Foundation		**Staff Source:** Rick Kahm, Vice President

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

In 1999, City Council authorized the creation of the Englewood McLellan Reservoir Foundation (EMRF) for the purpose of facilitating the development of property adjacent to the City's McLellan Reservoir. On December 17, 2007, Council supported EMRF in the sale of approximately 11 acres of PA85 to RTD for $3.2 million. On December 1, 2008, City Council supported EMRF in leasing approximately 12.8 acres of PA84 to TT Denver.

RECOMMENDED ACTION

EMRF recommends City Council approve a resolution supporting the EMRF to enter into negotiations with the Benjamin Franklin Charter School, LLC for lease of approximately 4.9 acres of Planning Area 84 (PA 84 east), Lot 3.

BACKGROUND

In 1999, City Council authorized, through Ordinance 41, the creation of the Englewood McLellan Reservoir Foundation, a non-profit corporation charged with furthering the development of the McLellan Reservoir property and transferred the property to EMRF. The following goals for development were established by City Council in Ordinance 41.

1. Protect the quality of the City's stored water at McLellan Reservoir.
2. Protect the reservoir ecosystem.
3. Establish and maximize a future long-term income stream to benefit the City.
4. Maintain the quality of the Highline Canal recreational facilities and the wetlands between C-470 and County Line Road.
5. Minimize development impacts on the reservoir.
6. Enhance the quality of life of the neighborhood of which it is part.
7. Enhance the quality of life for residents of the City of Englewood.

During the Executive Session of November 22, 2010, EMRF presented City Council with the basic details of a "Letter of Interest" submitted to EMRF by the Franklin Charter School. Since that time, staff has provided the developer of the school with recommendations for changes to their Letter of

Interest, based on our discussions with City Council. The developer has initially indicated his willingness to proceed with negotiations, based on the EMRF recommendations. Approval of this resolution will allow EMRF to enter into formal lease negotiations with the objective of completing a lease agreement.

FINANCIAL IMPACT

To be determined, based on final negotiations.

LIST OF ATTACHMENTS

Site Map of Subject Property
City Council Resolution

PRINTED: 2009-10-07 11:26:19

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION SUPPORTING THE ENGLEWOOD/MCLELLAN RESERVOIR FOUNDATION (EMRF) FOR NEGOTIATIONS OF A LEASE OF A PORTION OF THE MCLELLAN PROPERTY TO BENJAMIN FRANKLIN CHARTER SCHOOL.

WHEREAS, the Englewood/McLellan Reservoir Foundation (EMRF) was formed to oversee the development of the McLellan Reservoir property; and

WHEREAS, the Lease is for approximately 4.9 acres of the Englewood/McLellan Reservoir Foundation property; and

WHEREAS, Benjamin Franklin Charter School submitted a Letter of Interest which was previously submitted to the Englewood City Council; and

WHEREAS, EMRF had reviewed the financial terms of the Letter of Interest with City Council and City Council has instructed EMRF to begin negotiations of final lease terms; and

WHEREAS, upon completion of negotiations EMRF shall obtain a recommendation from City Council; and

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

Section 1. The City Council of the City of Englewood, Colorado, hereby supports the negotiation for Lease of property between the Englewood/McLellan Reservoir Foundation and Benjamin Franklin Charter School.

ADOPTED AND APPROVED this 6th day of December, 2010.

ATTEST:

_____
James K. Woodward, 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 2010.

_____
Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 6, 2010	11 c iii	Motion allowing installation of area identification signs
Initiated By:		**Staff Source:**
Public Works Department		Rick Kahm, Director of Public Works

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

In 2008, Council approved Resolution No. 69, which authorized the Public Works Department the authority to enter into agreements for installation of street furniture in the public right-of-way. This resolution did not include the installation of district identification signs.

RECOMMENDED ACTION

Staff recommends that City Council approve a motion to allow the Director of Public Works to sign an amendment to the existing Temporary Occupancy of the Public Right-of-Way Permit and Indemnity Agreement SBEBID dated November 17, 2008. This amendment will allow installation of four (4) area identification signs (Best on Broadway (B.O.B)) in a form and at locations approved by the Public Works Department.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Representatives from the Business Improvement District (BID) met with staff to discuss the installation and location of four area identification signs (B.O.B) along Broadway. Staff reviewed and agreed to the approximate proposed locations for these signs. Additionally, the BID is required to obtain permission from the adjacent property owners prior to installation, as well as to provide Public Works with a drawing stamped by an Engineer licensed in the State of Colorado for the sign construction. At the November 15, 2010 Study Session, the BID presented their conceptual plan to install four (4) area identification signs. These "Best on Broadway" signs will be located on each side of Broadway at the north and south limits of the defined district. Council approved this conceptual plan with the understanding that staff will come back to a regular council meeting with an amendment to the existing agreement.

FINANCIAL IMPACT

There are no financial impacts to the City.

LIST OF ATTACHMENTS

Amendment to existing permit

AMENDMENT TO TEMPORARY OCCUPANCY OF THE PUBLIC RIGHT-OF-WAY PERMIT AND INDEMNITY AGREEMENT SBEBID

WHEREAS, the South Broadway Englewood Business Improvement District (SBEBID) and the City of Englewood, Colorado (City) entered into an Agreement on November 17, 2008 in which the City granted SBEBID permission to install certain "Street Furniture", as defined in the Public Right-of-Way; and

WHEREAS, the SBEBID wishes to install additional area identifying furnishings in the Right-of-Way, specifically four (4) SBEBID area signs.

1. The City and SBEBID hereby amend the November 17, 2008 Permit and Indemnity Agreement to add four (4) area identification signs (Best On Broadway), see attached, to the "Street Furniture" allowed under the Permit in a form and in locations approved in advance by the Englewood Public Works Department.

2. All other provisions of the original Temporary Occupancy of the Public Right-of-Way Permit And Indemnity Agreement shall remain the same.

3. The SBEBID shall also provide authorization for these signs from the owner or occupant of the commercial property adjacent to the designated locations as required under 11-3-4(E) E.M.C.

CITY OF ENGLEWOOD
a municipal corporation

By: _____
Rick Kahm, Public Works Director

SBEBID

By: _____
Ted Vasilas, President SBEBID

For and on behalf of the owners or occupants
of property contiguous to the Street Furniture
(executed applications attached)

B.O.B
Best On Broadway
Historic Englewood
Colorado