Agenda for the Regular Meeting of the Englewood City Council Monday, December 20, 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 December 6, 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. Keep Englewood Beautiful will present the 2010 Holiday Lighting Awards.

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.

9. Consent Agenda Items.

   a. Approval of Ordinances on First Reading

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. Approval of Ordinances on Second Reading.

i. Council Bill No. 43, approving an Intergovernmental Agreement with Denver Regional Council of Governments for the 2010 Traffic Signal System Equipment Purchase program.

ii. Council Bill No. 46, approving an Intergovernmental Agreement with the Colorado Department of Transportation for Traffic Signal Maintenance Contract Amendment #1.

iii. Council Bill No. 47, authorizing amendments to Title 16: Unified Development Code of the Englewood Municipal Code pertaining to Landscaping and Screening.

iv. Council Bill No. 49, approving an Intergovernmental Agreement with Kent Place Metropolitan Districts No. 1 and No. 2.

v. Council Bill No. 50, 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.

vi. Council Bill No. 51, approving acceptance of a grant from Tri-County Health Department for funding to construct two community gardens.

vii. Council Bill No. 52, approving acceptance of two grants from Tri-County Health Department for funding for a Street Assessment Study and a Master Bicycle Plan Route Study.

viii. Council Bill No. 54, approving an Intergovernmental Agreement with the Internal Revenue Service Criminal Investigation Division authorizing Englewood's participation in the Suspicious Activities Report Task Force.

c. Resolutions and Motions.

i. Recommendation from the City Manager's Office to approve, by motion, the extension of the Animal Sheltering Services Agreement with the Humane Society of South Platte Valley for an additional four years at the guaranteed non-escalation rate of $50,000 per year. **STAFF SOURCE: Michael Flaherty, Deputy City Manager.**

10. Public Hearing Items. (No Public Hearing Scheduled)

11. Ordinances, Resolutions and Motions

a. Approval of Ordinances on First Reading.

b. Approval of Ordinances on Second Reading.

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.

c. Resolutions and Motions.

i. Recommendation from the Parks and Recreation Department to approve a resolution supporting the City's grant application to Arapahoe County Open Space for the Centennial Park trail loop reconstruction. **STAFF SOURCE: Dave Lee, Manager of Open Space.**

ii. Recommendation from the Parks and Recreation Department to approve a resolution supporting the City's grant application to Arapahoe County Open Space for the Riverside Park planning grant. **STAFF SOURCE: Joe Sack, Facility/Program Administrator, and Gary Hultberg, Manager of Recreation.**

iii. Recommendation from the Englewood Office of Emergency Management to approve a resolution to authorize an application for the 2011 Emergency Management Performance Grant. **STAFF SOURCE: Steve Green, Emergency Management Coordinator.**

iv. Recommendation from the Community Development Department to adopt a resolution approving the Downtown and Medical Center Plan Amendments. **STAFF SOURCE: John Voboril, Long Range Planner II.**

v. Recommendation from the Community Development Department to authorize, by motion, execution of a contract for professional services to perform the Englewood Retail Assessment and Marketing/Development Strategy. **STAFF SOURCE: Darren Hollingsworth, Economic Development Coordinator.**

vi. Recommendation from the Community Development Department to approve, by motion, a contract for contractor's services for rehabilitation of 4744 South Galapago. **STAFF SOURCE: Harold J. Stitt, Senior Planner.**

12. General Discussion.

a. Mayor's Choice.

b. Council Members' Choice.

i. Resolution approving "Aid to Other Agencies" contributions for 2011.

13. City Manager's Report.

14. City Attorney's Report.

15. Adjournment

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.

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 43
INTRODUCED BY COUNCIL
MEMBER WILSON

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.

Read by title and passed on final reading on the 20th day of December, 2010.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2010, on the 24th day of December, 2010.

Published by title on the City's official website beginning on the 22nd 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

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: **543009** Contract Number: **EX10072**

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

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 46
INTRODUCED BY COUNCIL
MEMBER WILSON

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.

Read by title and passed on final reading on the 20th day of December, 2010.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2010, on the 24th day of December, 2010.

Published by title on the City's official website beginning on the 22nd 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

EXHIBIT A

CONTRACT AMENDMENT

Amendment #1	Original Contract CMS # 10 HA6 03848	Amendment CMS # 11 HA00000 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	STATE OF COLORADO
City of Englewood, Colorado	**Bill Ritter, Jr. GOVERNOR**
By: James K. Woodward Name of Authorized Individual	Colorado Department of Transportation Russell George, Executive Director
Title: Mayor Official Title of Authorized Individual	
_____ *Signature	_____ By: Pam Hutton, CDOT Chief Engineer
Date: _____	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: _____

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 47
INTRODUCED BY COUNCIL
MEMBER JEFFERSON

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.

j. 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.

A Public Hearing was held on December 6, 2010.

Read by title and passed on final reading on the 20th day of December, 2010.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2010, on the 24th day of December, 2010.

Published by title on the City's official website beginning on the 22nd 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 the Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2010.

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 49
INTRODUCED BY COUNCIL
MEMBER WILSON

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.

Read by title and passed on final reading on the 20th day of December, 2010.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2010, on the 24th day of December, 2010.

Published by title on the City's official website beginning on the 22nd 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

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

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 50
INTRODUCED BY COUNCIL
MEMBER PENN

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 gopeds/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.

Read by title and passed on final reading on the 20th day of December, 2010.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2010, on the 24th day of December, 2010.

Published by title on the City's official website beginning on the 22nd 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

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 51
INTRODUCED BY COUNCIL
MEMBER WILSON

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.

Read by title and passed on final reading on the 20th day of December, 2010.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2010, on the 24th day of December, 2010.

Published by title on the City's official website beginning on the 22nd 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

EXHIBIT 1

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: CPPW2010-024 DUN Number: 075750133

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							Who is responsible?
	9/1/10	12/1/10	3/1/11	6/1/11	9/1/11	12/1/11	3/1/12	
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

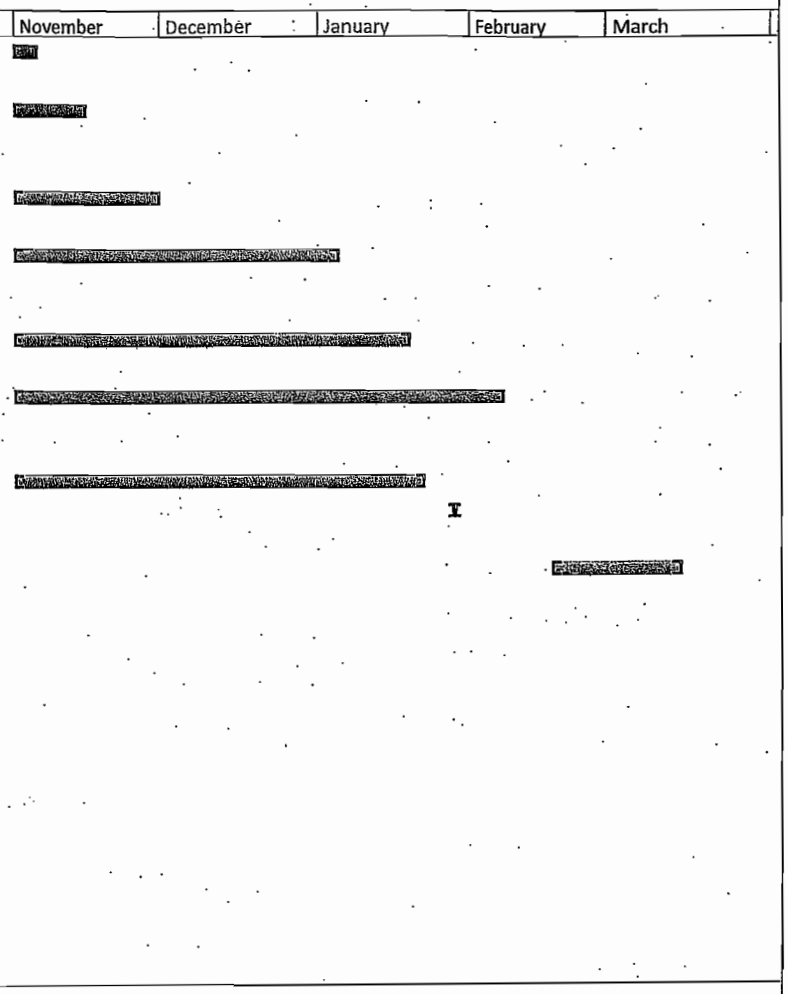
FORM OF FINANCIAL REPORT

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

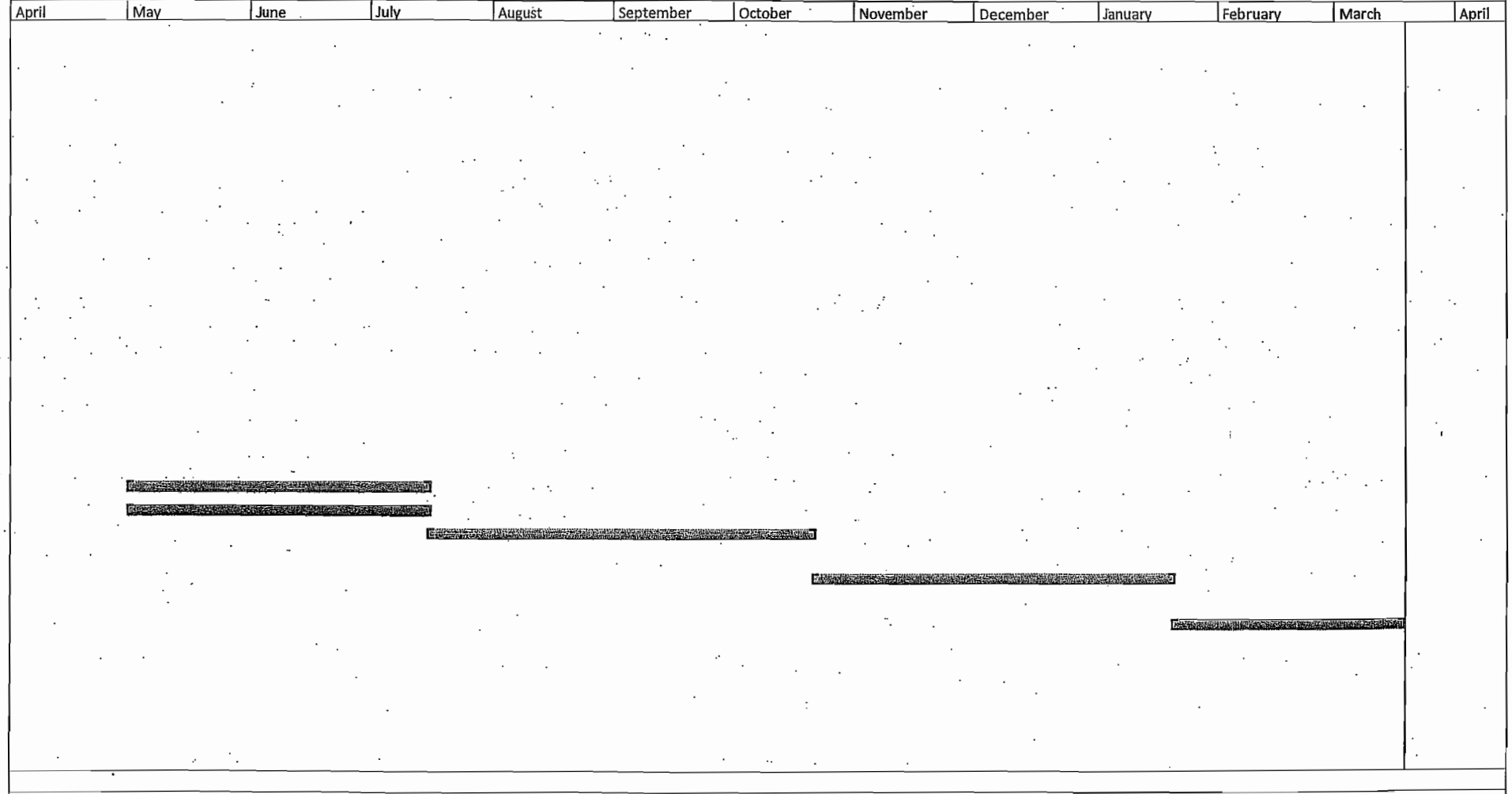


EXHIBIT Z

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.

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 52
INTRODUCED BY COUNCIL
MEMBER WILSON

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.

Read by title and passed on final reading on the 20th day of December, 2010.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2010, on the 24th day of December, 2010.

Published by title on the City's official website beginning on the 22nd 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

EXHIBIT 1

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: CPPW2010-0017 DUN Number: 075750133

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

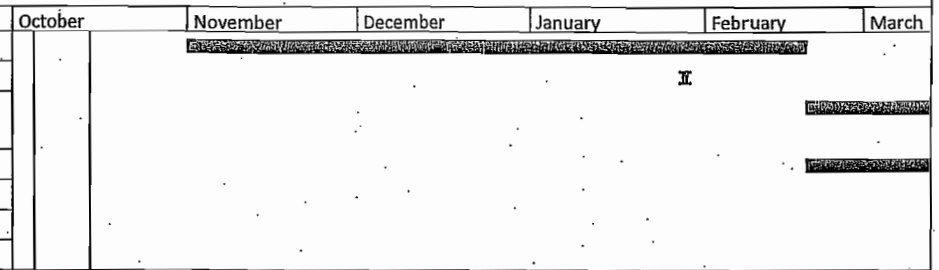
FORM OF FINANCIAL REPORT

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

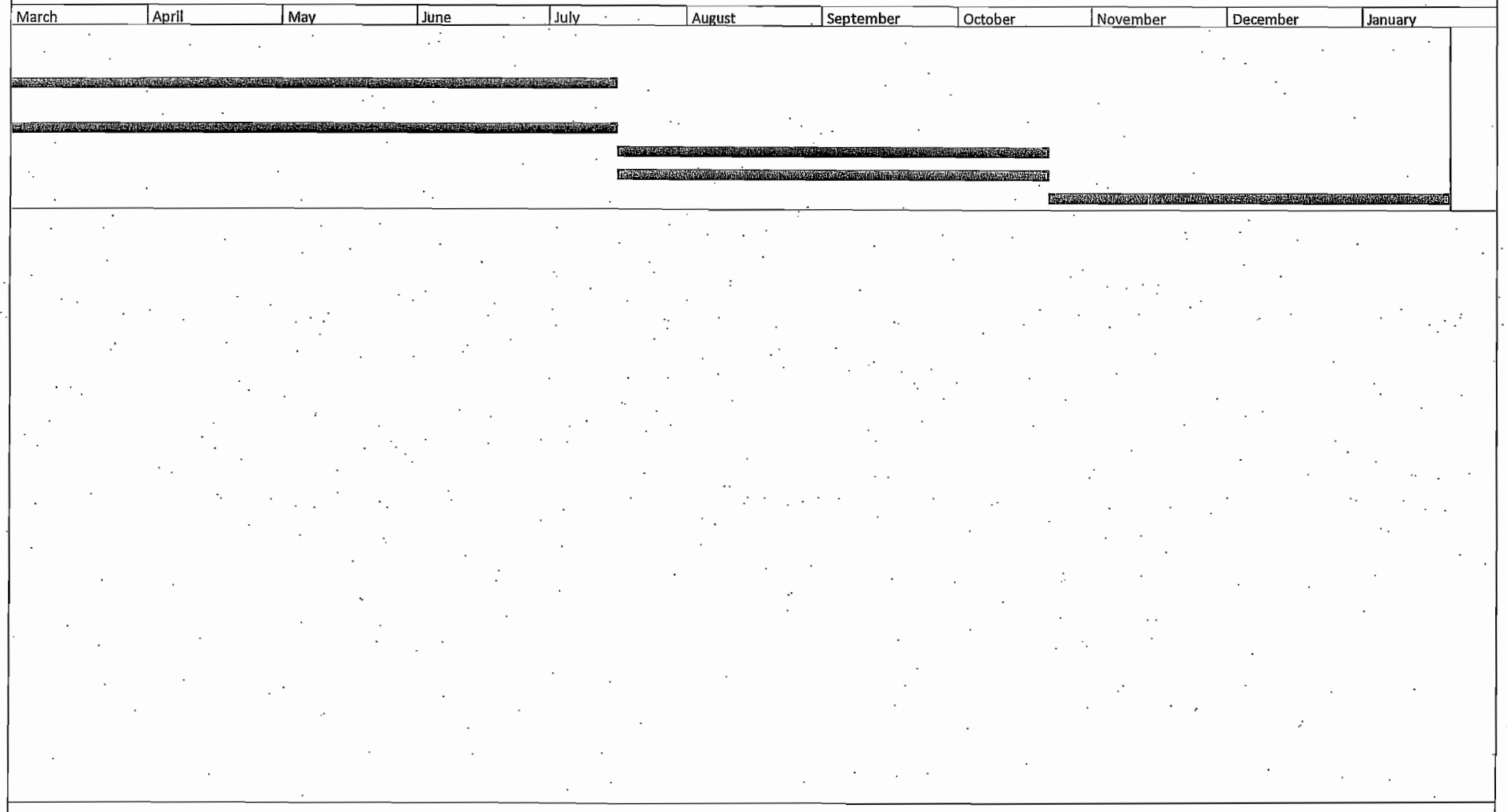
Please attach to this report a copy of an income and expense report and general ledger generated on your internal accounting software for the Grant Period, or any part thereof, as well as a copy all receipts, invoices, or other evidence of all income and expenses associated with the funding and disbursement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

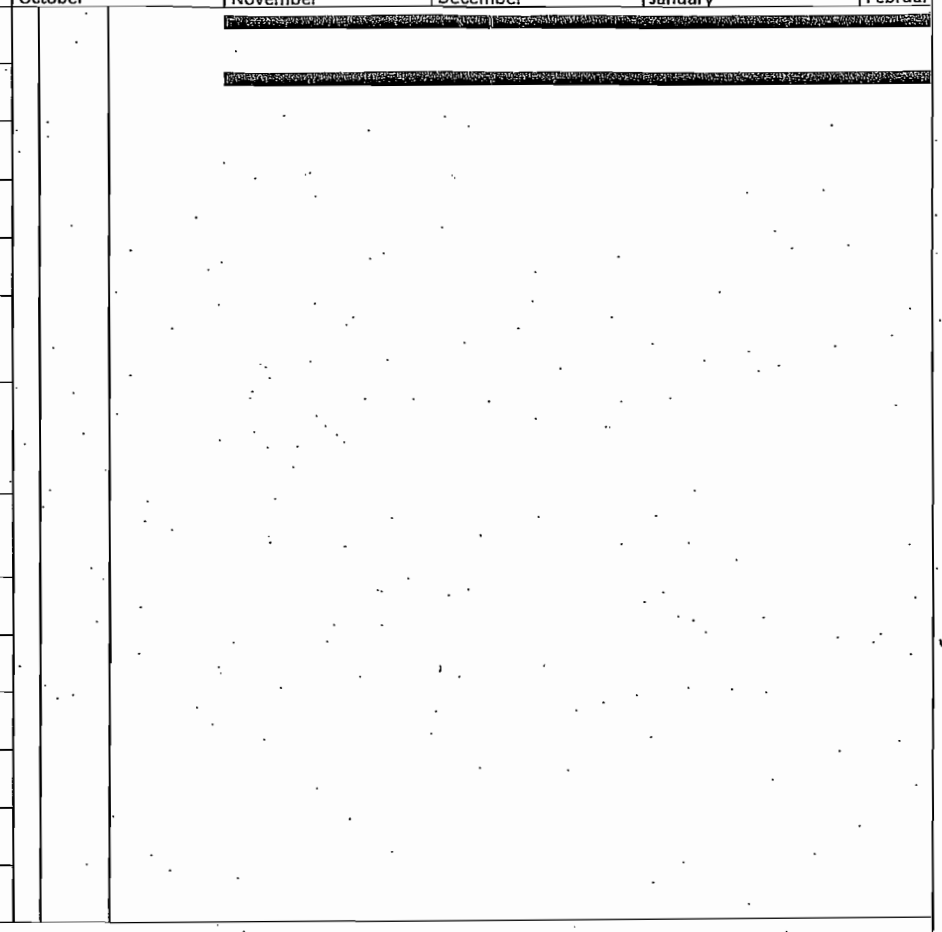


City of Englewood Downtown and Medical District Complete Streets Assessment Study Project Timeline

January	February	March	April	May	June	July	August	September	October	November
[redacted]										

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

February	March	April	May	June	July	August	September	October	N
[redacted]									
[redacted]									
	[redacted]								
	[redacted]								
	[redacted]								
	[redacted]								
	[redacted]								
						[redacted]			
						[redacted]			

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. 54
INTRODUCED BY COUNCIL
MEMBER WILSON

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.

Read by title and passed on final reading on the 20th day of December, 2010.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2010, on the 24th day of December, 2010.

Published by title on the City's official website beginning on the 22nd 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

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 Criminal Investigation Denver Field Office Internal Revenue Service	Title

Signature	Date:
	Director - Warrants and Forfeiture
Printed Name Criminal Investigation Internal Revenue Service Washington, DC	Title

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 20, 2010	9 c i	Extension of the agreement with the Humane Society of South Platte Valley for continuation of Animal Sheltering Services

Initiated By:	Staff Source:
City Manager's Office	Michael Flaherty, Deputy City Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

An agreement for animal sheltering services between the City of Englewood and the Humane Society of South Platte Valley (HSSPV) was approved by City Council Resolution 82, Series of 2009.

RECOMMENDED ACTION

Staff recommends Council approve, by motion, the extension of the City's current agreement with the Humane Society of South Platte Valley for continuation of animal sheltering services.

BACKGROUND, ANALYSIS AND ALTERNATIVES IDENTIFIED

In December of 2008, the District Court removed the management of the Colorado Humane Society and placed the operations of the shelter that serves the cities of Englewood and Littleton under the control of a custodian. The Court and the custodian worked with the two cities to provide for continued operations of the shelter with the intention of transferring operations of the shelter to permanent management. Effective January 1, 2010, the City of Englewood entered into an agreement with the newly incorporated Humane Society of South Platte Valley, a not-for-profit organization, for provision of animal sheltering services and the Court-appointed custodian turned over operations to HSSPV.

The initial term of the City's agreement with HSSPV expires on December 31, 2010; however, a renewal clause provides for extension of the agreement for an additional four years, subject to the agreement of both parties. The operations of HSSPV have met the requirements of the City and both parties have tentatively agreed to the extension, subject to City Council approval.

FINANCIAL IMPACT

Under the terms of the agreement the City may renew for an additional four year term, subject to the provisions of the TABOR amendment, at the 2010 guaranteed non-escalation rate of $50,000/year, for the term of the agreement.

LIST OF ATTACHMENTS

Animal Sheltering Services Extension Agreement

CITY OF ENGLEWOOD
ANIMAL SHELTERING SERVICES
EXTENSION AGREEMENT

WHEREAS, the City of Englewood and the Humane Society of South Platte Valley, Inc entered into an agreement for animal sheltering services in November 2009, which terminates December 31, 2010; and

WHEREAS, the Agreement provided for an additional four (4) year term renewal with both parties agreeing to the Renewal term via a written amendment to the Agreement; and

NOW, THEREFORE, the Humane Society of South Platte Valley, Inc. and the City of Englewood, Colorado agree to extend the Agreement for a four year renewal term beginning January 1, 2011 and terminating December 31, 2014. All other provisions in the Agreement shall remain the same.

IN WITNESS WHEREOF, the Society and the City have executed this Agreement on the date set forth below.

DATED this _____ day of December 2010

ATTEST:

By:_____
Loucrishia A. Ellis, City Clerk

CITY OF ENGLEWOOD

By:_____
James K. Woodward, Mayor

HUMANE SOCIETY OF THE
SOUTH PLATTE VALLEY

By: _____
Chief Executive Officer

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me this day of _____ December, 2010, by Nick Fisher as Chief Executive Officer of the Humane Society of the South Platte Valley.

_____
Notary Public

My commission expires: _____.

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 20, 2010	11 c i	Resolution authorizing the City's Arapahoe County Open Space grant application for Centennial Park Trail Loop

Initiated By:	Staff Source:
Parks and Recreation Department	Dave Lee, Manager of Open Space

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council Goal: A City that provides diverse cultural, recreational and entertainment opportunities. Council approved funds for the development of the Centennial Park expansion in 2000. Council has supported all previous grant applications for Arapahoe County Open Space funds.

RECOMMENDED ACTION

Staff recommends that Council approve the resolution authorizing the City's grant application to Arapahoe County for the Centennial Park trail loop reconstruction.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2003, Arapahoe County voters approved a ten-year, quarter-of-a-penny sales and use tax to pay for preservation of open space, protect lands, preserve water quality and provide, maintain and improve neighborhood parks, sport fields, picnic facilities and trails. The City has received annual shareback funds generated by the tax since 2004. In 2005, the County set aside a portion of the tax revenues to fund competitive grant projects. Each year the City is eligible to apply for up to two grants. Since 2005, Englewood has received eight grants totaling $1,463,430.

The Centennial Park trail loop project is a renovation of an existing 8-foot wide, asphalt trail that is in need of replacement due to deterioration of the asphalt. The 2006 Parks and Recreation Master Plan also called for replacement and widening of the trail around Centennial Lake. The project also includes replacement of a bridge with an ADA accessible bridge and installing landscaping around a waterfall and pond. The asphalt trail will be replaced with a 10-foot wide, concrete path to match an existing 10-foot wide portion of concrete trail and connection to the Mary Carter Greenway Trail.

Grant applications will be available in January 2011, grant submittal is due February 4, 2011 and grant notification will be in June 2011.

FINANCIAL IMPACT

The total project costs are estimated at $450,000. If this application for the Arapahoe County Open Space Grant is awarded, it will provide $250,000. The additional funding of $200,000 has been budgeted in the 2011 Open Space Shareback fund for Parks and Recreation Department.

LIST OF ATTACHMENTS

Englewood Parks and Recreation Commission Recommendation to Council
Resolution

Memorandum

TO: Gary Sears, City Manager

FROM: Debby Severa, Recording Secretary
Parks and Recreation Commission

DATE: December 6, 2010

RE: Recommendation regarding grant applications for Arapahoe County Open Space

---

At the November Parks and Recreation Commission meeting, Recreation Manager Gary Hultberg informed the Commission that each year the Department of Parks and Recreation has the opportunity to apply for grants through Arapahoe County Open Space. Hultberg stated that in 2011, the Department will be applying for two ACOS grants. Hultberg explained that the first grant will be a Planning Grant for the development for Riverside Park, the property west of the Broken Tee Englewood Golf Course parking lot that will include a large picnic pavilion, playground and restroom facility. Commission members were told that the second grant application will be for the Centennial Park Loop Trail Redevelopment that will include a ten foot concrete path around Centennial Lake that will connect into the Mary Carter Greenway Trail in addition to landscape renovation, converting an existing fishing bridge to ADA accessibility and interpretive signage regarding the lake and river habitat. Hultberg reported that the Riverside Park planning grant is $50,000 and the Centennial Park Loop Trail Redevelopment grant is $250,000.

Following further discussion,

> **A motion was made by Commission Member Garrett and seconded by Commission Member Miller in support of the Department of Parks and Recreation submitting applications for the Arapahoe County Open Space grants for Riverside Park and Centennial Park Loop Trail Redevelopment as discussed.**
>
> **Ayes:** **Gomes, Waldman, Armstrong, Garrett, Miller, Woodward, McCaslin, Kloewer, Krennen**
> **Nayes:** **None**
>
> **Motion Carried.**

ds/JB

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION SUPPORTING THE CITY OF ENGLEWOOD'S ARAPAHOE COUNTY OPEN SPACE (ACOS) GRANT APPLICATION FOR CENTENNIAL PARK TRAIL LOOP.

WHEREAS, the Centennial Park trail loop project is a renovation of an existing 8 foot wide asphalt trail that is in need of replacement due to deterioration of the asphalt; and

WHEREAS, the 2006 Parks and Recreation Master Plan calls for replacement and widening of the trail around Centennial Lake as well as a waterfall and pond; and

WHEREAS, the trail loop project also includes replacment of a bridge with an ADA accessible bridge and installing landscaping around a water fall and pond; and

WHEREAS the asphalt trail will be replaced with a 10 foot wide concrete path to match an existing 10 foot wide portion of concrete trail connection to the Mary Carter Greenway Trail; and

WHEREAS, the Centennial Park Trail Loop project will provide improved access to Centennial Park Lake bank fishing and ADA fishing piers; create a multi-use trail connected to the Mary Carter Greenway; provide educational interpretive signs related to lake/river habitat and provide attractive trail landscaping; and

WHEREAS, the Englewood Parks and Recreation Commission has identified the redevelopment of the Centennial Park Loop Trail as a high priority; and

WHEREAS, the Englewood Parks and Recreation Commission recommended that City Council support the Arapahoe County Open Space Centennial Park Loop Trail Redevelopment grant application at the November 18, 2010 meeting; and

WHEREAS, the total project costs are estimated at $450,000; if this application for the Arapahoe County Open Space Grant is awarded it will provide $250,000; the additional funding of $200,000 has been budgeted in the 2011 Open Space Shareback fund for Parks and Recreation Department;

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

Section 1. The City Council for the City of Englewood, Colorado, hereby supports the City's Arapahoe County Open Space grant application for Centennial Park Trail Loop project.

ADOPTED AND APPROVED this 20th 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 20, 2010	11 c ii	Resolution authorizing the City's Arapahoe County Open Space grant application Riverside Park Planning Grant

Initiated By:	Staff Source:
Department of Parks and Recreation	Joe Sack, Facility/Program Administrator Gary Hultberg, Manager of Recreation

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

- Council Goal: A City that provides diverse cultural, recreational and entertainment opportunities.
- No formal Council action.
- City Council has supported all previous grant applications submitted to Arapahoe County Open Space.

RECOMMENDED ACTION

Staff recommends that Council approve the resolution authorizing the City's grant application to Arapahoe County Open Space for the Riverside Park Planning Grant.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2003, Arapahoe County voters approved a ten-year, quarter-of-a-penny sales and use tax to pay for preservation of open space, protect lands, preserve water quality and provide, maintain and improve neighborhood parks, sport fields, picnic facilities and trails. The City has received annual shareback funds generated by the tax since 2004. In 2005, the County set aside a portion of the tax revenues to fund competitive grant projects. Each year the City is eligible to apply for up to two grants. Since 2005, Englewood has received eight grants totaling $1,463,430.

Riverside Park (working name) is a new project located along the South Platte River and Oxford Avenue adjacent to the Englewood Golf Course. Development of Riverside Park could allow for additional river access, become a trailhead to the Mary Carter Greenway Trail and become a kayak exit point for the Union Chutes. Park amenities may include: large park pavilion, playground, restroom facilities, and ADA access to the South Platte River.

The 2006 Parks and Recreation Master Plan supported acquisition and development of open space areas that improved or increased connection to the Mary Carter Greenway Trail. The Englewood Parks and Recreation Commission has identified the planning and development of Riverside Park as a high priority and recommended to City Council to pass a resolution in support of the grant application.

Grant applications will be available in January 2011, grant submittal is due February 4, 2011 and grant notification will be in June 2011.

FINANCIAL IMPACT

The total project costs are estimated at $110,000. If this application for the Arapahoe County Open Space Grant is awarded, it will provide $50,000. The remainder has been budged in the 2011 Open Space Shareback fund.

LIST OF ATTACHMENTS

Englewood Parks and Recreation Commission Recommendation to Council
Resolution

Memorandum

TO: Gary Sears, City Manager

FROM: Debby Severa, Recording Secretary
Parks and Recreation Commission

DATE: December 6, 2010

RE: Recommendation regarding grant applications for Arapahoe County Open Space

---

At the November Parks and Recreation Commission meeting, Recreation Manager Gary Hultberg informed the Commission that each year the Department of Parks and Recreation has the opportunity to apply for grants through Arapahoe County Open Space. Hultberg stated that in 2011, the Department will be applying for two ACOS grants. Hultberg explained that the first grant will be a Planning Grant for the development for Riverside Park, the property west of the Broken Tee Englewood Golf Course parking lot that will include a large picnic pavilion, playground and restroom facility. Commission members were told that the second grant application will be for the Centennial Park Loop Trail Redevelopment that will include a ten foot concrete path around Centennial Lake that will connect into the Mary Carter Greenway Trail in addition to landscape renovation, converting an existing fishing bridge to ADA accessibility and interpretive signage regarding the lake and river habitat. Hultberg reported that the Riverside Park planning grant is $50,000 and the Centennial Park Loop Trail Redevelopment grant is $250,000.

Following further discussion,

> **A motion was made by Commission Member Garrett and seconded by Commission Member Miller in support of the Department of Parks and Recreation submitting applications for the Arapahoe County Open Space grants for Riverside Park and Centennial Park Loop Trail Redevelopment as discussed.**
>
> **Ayes:** **Gomes, Waldman, Armstrong, Garrett, Miller, Woodward, McCaslin, Kloewer, Krennen**
> **Nayes:** **None**
>
> **Motion Carried.**

ds/JB

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION SUPPORTING THE CITY OF ENGLEWOOD'S ARAPAHOE COUNTY OPEN SPACE (ACOS) GRANT APPLICATION FOR RIVERSIDE PARK PLANNING GRANT.

WHEREAS, the Riverside Park is a new project located along the South Platte River and Oxford Avenue adjacent to the Englewood Golf Course on property owned by the City; and

WHEREAS, development of Riverside Park would allow for additional river access, become a trailhead to the Mary Carter Greenway Trail and become a kayak exit point for the Union Chutes on the river; and

WHEREAS, Park amenities may include: large park pavilion, playground, restroom facilities, and ADA access to the South Platte River all of which will be for the benefit of the public; and

WHEREAS, the Englewood Parks and Recreation Commission has identified the planning and development of the Riverside Park site as a high priority; and

WHEREAS, the Englewood Parks and Recreation Commission has recommended that City Council support the Arapahoe County Open Space Riverside Park Planning grant application at the November 18, 2010 meeting; and

WHEREAS, the total project costs are estimated at $110,000; if this application for the Arapahoe County Open Space Grant is awarded, it will provide $50,000 and the remainder has been budgeted in the 2011 Open Space Shareback fund;

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

Section 1. The City Council for the City of Englewood, Colorado, hereby supports the City's Arapahoe County Open Space grant application for development of the Riverside Park project.

ADOPTED AND APPROVED this 20th 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 20, 2010	11 c iii	2011 Emergency Management Performance Grant

Initiated By:	Staff Source:
Englewood Office of Emergency Management	Steve Green, Emergency Management Coordinator

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

This grant supports the following Council Goals:

1) Englewood as a city that is safe, clean, healthy and attractive.
2) Englewood as a progressive city that provides responsive and cost efficient services.

Council has approved several previous grants from this program.

RECOMMENDED ACTION

Staff seeks Council's approval of a resolution authorizing the City's application for the 2011 Emergency Management Performance Grant (EMPG) for funds of up to $57,906.15.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Emergency Management Performance Grants (EMPG) program is designed to provide supplemental funds for the strengthening of local government emergency management offices in preparing their communities for disaster planning, mitigation, response and recovery, while conserving local resources.

The City of Englewood received grants starting with the FY2007-Supplemental Grant and continuing through the FY2010 cycle, to assist in the development of the emergency management program for the city. The Colorado Division of Emergency Management has stated that the EMPG program is expected to continue for the foreseeable future and has encouraged the City's participation.

We have been able to use past funding for a number of improvements in the City of Englewood emergency management program, including:

- Funding for one temporary, part-time staff member to assist with day-to-day emergency management duties.
- Development of the Emergency Operations Guidelines for the City of Englewood.
- Exercising the City's Emergency Operations Guidelines.
- Training of emergency management personnel and other city staff members in disaster planning and preparedness, and continuity of operations planning.

- Significant improvements and development of the emergency operations center infrastructure, including visual displays, data and information management, back-up electrical capabilities (connecting the facility to the generator power supply) and storage cabinets.

FINANCIAL IMPACT

The award is a soft-match grant, so there are no direct costs to the City in accepting it. Required matching funds are accounted for through the existing salaries of full-time employees who work in emergency management as all or part of their duties.

LIST OF ATTACHMENTS

Resolution

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION AUTHORIZING AN APPLICATION FOR A 2011 EMERGENCY MANAGEMENT PERFORMANCE GRANT.

WHEREAS, the Emergency Management Performance Grants (EMPG) program is designed to provide supplemental funds for the strengthening of local government emergency management offices in preparing their communities for disaster planning, mitigation, response and recovery, while conserving local resources; and

WHEREAS, the City of Englewood has received grants starting with the FY2007-Supplemental Grant and continuing through the FY-2010 cycle, to assist in the development of the emergency management program for the City of Englewood, Colorado; and

WHEREAS, the Colorado Division of Emergency Management has stated that the EMPG program is expected to continue for the foreseeable future and have encouraged the City of Englewood's participation; and

WHEREAS, with the passage of this Resolution the City of Englewood will approve an application for the 2011 Emergency Management Performance Grant (EMPG) program for funds of up to $57,906.15.

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

Section 1. City Council of the City of Englewood, Colorado hereby authorizes application for a 2011 Emergency Management Performance Grant, attached hereto as Exhibit A.

Section 2. The City Manager is hereby authorized to sign the 2011 Emergency Management Performance Grant Application for and on behalf of the City of Englewood.

ADOPTED AND APPROVED this 20th 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

EXHIBIT A

Colorado Division of Emergency Management (CDEM)
Emergency Management Program Grant (EMPG)
Local Emergency Manager Support (LEMS)
Program Funding Application

Staffing Pattern for FFY2011

Note: This for MUST be resubmitted *whenever the jurisdiction has personnel changes.*

JURISDICTION: City of Englewood

1a) Employee Name	2) Classification Specification/Full Position Title	3) Date of Appointment or Date Hired	4) Employee Status- Type of Appointment SEE INSTRUCTIONS
Stephen Green	Emergency Management Coord.	2/22/1982	Permanent - Exempt
Jeff Sanchez	Police Commander, Communications	7/5/1988	Permanent - Exempt
Glenda Bird	Technical Support Specialist	12/8/2008	Permanent - Non-exempt
Tim Englert	Police Sergeant	1/3/1983	Permanent - Exempt
Rose Lynch	Emergency Management Specialist	9/8/2008	Temporary - Non-exempt
Kerry Bush	Deputy City Clerk	3/30/1993	Permanent - Exempt
Chris Heelis	Safety Officer	3/23/1973	Permanent - Exempt
Harold Stitt	Senior Planner	9/2/1981	Permanent - Exempt
Richard Petau	Deputy Fire Chief	10/1/1974	Permanent - Exempt

1b) PAID Employee Name	5) Jurisdiction Gross Annual salary (All job titles)	6) Gross Annual Employer-Provided Benefits	7) Total Hours/ Week	8) LEM Hours/ Week	9) Percent LEM Hours/ Week	10) LEMS Eligible Salary	11) LEMS Eligible Benefits
Stephen Green	84,219	15159	40	20	50%	$42,110	$7,580
Jeff Sanchez	95,409	17173	40	6	15%	$14,311	$2,576
Glenda Bird	50000	9000	40	2	5%	$2,500	$450
Tim Englert	76190	13050	40	6	15%	$11,429	$1,958
Rose Lynch	12000		20	20	100%	$12,000	$0
Totals	$ 317,818.00	$ 54,382.00				$82,349	$12,563
						Enter in Slot A On Funding Request	Enter in Slot B On Funding Request

Colorado Division of Emergency Management (CDEM)
Emergency Management Program Grant (EMPG)
Local Emergency Manager Support (LEMS)
Program Funding Application

Staffing Pattern and Program Funding for FFY2011

Note: This for MUST be resubmitted *whenever the jurisdiction has personnel changes*.

JURISDICTION: City of Englewood

	Salaries & Benefits			
A	LEMS Eligible Salary (Staffing Report Block 10 Total):	$82,349		
B	LEMS Eligible Benefits (Staffing Report Block 11 Total):	$12,563		
C	***Total Salary and Benefits (a+b):***	***$***	***$ 94,912.30***	
	Travel Expenses			
D	Local Travel (mileage, fleet expense, or other):			
E	Out of State Travel:	$ 400.00		
F	Conference & Seminars (Registration Fees, Hotels, etc.):	$ 2,500.00		
G	Training (Registration Fees, hotels, etc.):	$ 5,000.00		
H	Per Diem:			
I	Other (designate):	$ 600.00		
J	***Total Travel Expenses (D+E+F+G+H+I):***	***$***	***$ 8,500.00***	
	Office Support Expenses (more than $200 for year)			
K	*Office Supplies and Materials:*	$ 500.00		
L	*Equipment Purchase:*	$ 3,000.00		
M	*Equipment Lease:*	$		
N	*Rent, Utilities, etc.:*	$		
O	*Printing & Copying:*	$ 200.00		
P	*Postage:*	$		
Q	Other (designate): Electrical design for replacement generator for EOC/police/fire bldg	$ 8,700.00		
R	***Total Office Support Expenses (K+L+M+N+O+P+Q):***	***$***	***$ 12,400.00***	
S			**Total Request (C+J+R):**	$ 115,812.30
T			Federal (Eligible for Reimbursement) Amount (One half of S):	$ 57,906.15

Jurisdiction Emergency Manager Signature Date

Jurisdiction Chief Financial Officer Signature Date

CDEM Regional Field Manager Signature Date

Annual Work Plan Template

Jurisdiction: _____City of Englewood_____

Planned Activity	Estimated Completion Date	Relevant EMF(s)	Target Capabilities Addressed
First Quarter (10/01/10 – 12/31/10)			
Conduct an EOC orientation workshop for city personnel.	Completed 10/13/10	6, 10,,11, 13, 14	1, 2, 15
Participate in advanced IMT training as part of Arapahoe County's Type 4 IMT	Completed 11/19/10	6, 7, 13, 14	1, 14
Continue to work on achieving "StormReady" designation.	2011	3,4,5,6, 10, 15	1, 2, 28
We will continue to actively participate in the regional EMS medical care committee as well as the EMS cache committee	Ongoing	6, 8, 11	1, 16, 18, 29, 30.31,32,33,
We will continue to be an active participant in the following regional committees: Front Range Emergency Managers, Citizen Corps, special needs, recovery, evacuation, Community Preparedness Advisory Council, training and exercise, critical infrastructure and ReadyColorado	Ongoing	6, 7, 8, 11, 12, 13, 14,15	1, 2, 4, 10, 15, 16, 25, 26, 28, 36, 37
First Quarter Results			

Annual Work Plan Template

Jurisdiction: ____City of Englewood_____

Planned Activity	Estimated Completion Date	Relevant EMF(s)	Target Capabilities Addressed
Second Quarter (01/01/11 – 03/31/11)			
Upgrading our EOC to ensure Arapahoe County ARES group has needed capability.	2/28/11	6, 7, 10,12,15	1,2,14,15,
Increase GIS mapping capability.	3/31/11	3, 4, 6	1, 3, 10
Continuing participation in the planning of a regional full-scale exercise (OMG).		6, 7, 13, 14	1,
Identify and encourage city personnel to attend ICS and other appropriate training as it becomes available.	Ongoing	7, 13	14, 15
Participate in Arapahoe County's quarterly LEPC meeting.		2, 6, 7, 11	1, 4, 14, 15, 18, 19, 36
Participate in regional MMRS hospital exercise.	1/14/11	6,13,14	1,25
We will continue to be an active participant in the following regional committees: Front Range Emergency Managers, Citizen Corps, special needs, recovery, evacuation, Community Preparedness Advisory Council, training and exercise, critical infrastructure and ReadyColorado	Ongoing	6, 7, 8, 11, 12, 13, 14,15	1, 4, 5, 19, 14, 15, 25, 37
We will continue to actively participate in the regional EMS medical care committee as well as the EMS cache committee	Ongoing	6, 8, 11	1, 16, 18, 29, 30.31,32,33,
Participate in advanced IMT training as part of Arapahoe County's Type 4 IMT	Completed 11/19/10	6, 7, 13, 14	1, 14
Second Quarter Results			

Annual Work Plan Template

Jurisdiction: ___City of Englewood_____

Planned Activity	Estimated Completion Date	Relevant EMF(s)	Target Capabilities Addressed
Third Quarter (04/01/11 – 06/30/11)			
Administer EMPG grant and submit quarterly reports and claims to CDEM by established deadlines.	6/30/11	1,6,	1,
Work with City departments to complete their COOP plans.	6/30/11	1, 6, 11	1, 2. 3, 36, 37
Conduct a city-wide TTX exercise to include outside partners (ARES, Redcross, etc.)	4/30/11	6, 7,8,9,10,11,13, 14,15	1,2,14,15,
Create hazard maps of the city utilizing hazus software.	6/30/11	3,6,	1, 3,
Work with the city's CERT coordinator to provide CERT classes to the community.	6/30/11	6, 13, 15	1, 4, 17, 25,
We will continue to be an active participant in the following regional committees: Front Range Emergency Managers, Citizen Corps, special needs, recovery, evacuation, Community Preparedness Advisory Council, training and exercise, critical infrastructure and ReadyColorado	Ongoing	6, 7, 8, 11, 12, 13, 14,15	1, 4, 5, 19, 14, 15, 25, 37
We will continue to actively participate in the regional EMS medical care committee as well as the EMS cache committee	Ongoing	6, 8, 11	1, 16, 18, 29, 30.31,32,33,
Participate in advanced IMT training as part of Arapahoe County's Type 4 IMT	Ongoing	6, 7, 13, 14	1, 14
Third Quarter Results			

Annual Work Plan Template

Jurisdiction: _____City of Englewood_____

Planned Activity	Estimated Completion Date	Relevant EMF(s)	Target Capabilities Addressed
Fourth Quarter (07/01/11 – 09/30/11)			
Continue to develop EOC procedures and provide training to appropriate personnel.	8/31/11	1,6, 8, 11,	15, 1,
Assist the regional EOC committee with the design a region-wide EOC functional exercise	9/30/11	6,7,11,13,14	1, 15,
We will continue to be an active participant in the following regional committees: Front Range Emergency Managers, Citizen Corps, special needs, recovery, evacuation, Community Preparedness Advisory Council, training and exercise, critical infrastructure and ReadyColorado	Ongoing	5, 6, 7, ,12,13,14,15	1, 4, 5, 19, 14, 15, 25, 37
We will continue to actively participate in the regional EMS medical care committee as well as the EMS cache committee	Ongoing	6, 8, 11	1, 16, 18, 29, 30.31,32,33,
Participate in advanced IMT training as part of Arapahoe County's Type 4 IMT	Ongoing	6, 7, 13, 14	1, 14
Prepare a 3-5 year strategic plan for the Englewood OEM program	9/30/11		
Fourth Quarter Results			

Part II: Jurisdiction Information and Signatures
Jurisdiction Name: City of Englewood
Emergency Program Manager Name: Steve Green Job Title: Emergency Management Coordinator
Mailing Address: 3615 S. Elati St. Englewood, CO 80110
Physical Address (if different):
Phone Contact Information Office Phone number: 303-762-2476 24 Hour Emergency Line: 303-762-2438 Office Fax: 303-762-2406 Cellular: 303-356-5619 Pager: E-Mail Address: sgreen@englewoodgov.org
Employment Status (Please indicate how many) Paid Full Time: 1 Paid Part Time: 1 Volunteer: Other:
Jurisdiction Job Title Program Manager Reports to: Richard Petau, Deputy Fire Chief
Hours worked per week for jurisdiction in all job titles: 40
Hours worked per week devoted to Emergency Management: 20

Additional Emergency Management Staff			
Type of Employment	How many?	Total staff hours/week	Total E.M. hours/week
Paid full time professional	3	120	14
Paid full time clerical			
Paid part time professional	1	15-20	15-20
Paid part time clerical			
Volunteer			
Other personnel			

Senior Elected Official (Name and Title) ____James Woodward, Mayor_____

Chief Executive Officer (if different from above) _____Gary Sears, City Manager_____

Signature/Chief Executive

_____

Gary Sears, City Manager
Signature/Emergency Manager/Coordinator

_____Date: _____

Signature/CDEM Regional Field Manager

_____Date:_____

FFATA/FSRS Data Report

Due to the implementation of the FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA), the CDEM must enter the information for each subaward into the SUB-AWARD REPORTING SYSTEM (FSRS). This information is required by the Office of Management and Budget (OMB) and must be submitted by the CDEM within 30 days of making the subaward, so is being collected at the time of each grant application.

Unless otherwise indicated, all fields must be completed in order to be an eligible subgrant recipient.

Information Field	Field Description	Response
Agency or Jurisdiction DUNS #	DUNS number assigned to your jurisdiction or specifically to your agency	075750133
Parent Organization DUNS number, if applicable	If the Jurisdiction has a DUNS number and the Agency has one as well, insert the Jurisdiction's DUNS here.	075750133
Name of Entity Receiving Award	Jurisdiction or Agency Name to which the DUNS number is assigned	City of Englewood
Location of Entity Receiving Award	Full Street Address of the Recipient Agency	1000 Englewood Parkway Englewood, CO 80110
Primary Location of Performance of the Award	Include City, State and Congressional District	3615 S. Elati St Englewood, CO 80110 First Congressional District
The Information Below MAY be Required – See Determining "and" statements		
Names and Total Compensation of the Five (5) most highly compensated officers	If **all** of the Conditions Below are true then the names and compensation information is required – otherwise mark Box 1 as "Not Required"	Information if Required
The entity in the preceding fiscal year received 80% or more of its annual gross revenues in federal awards, and;		1. Not Required
The entity received $25,000,000 or more in annual gross revenues from Federal awards, and;		2.
The public does not have access to this information through periodic reports filed with the IRS or SEC		3.
		4.
		5.

Signature: _____ Date: _12/08/2010_____

Agency's Authorized Representative (usually the Grant Administrator named in the application and the grant contract)

By signing above, I certify that the information contained in this FFATA data report is complete and accurate to the best of my knowledge.

CITY OF ENGLEWOOD
POSITION DESCRIPTION

POSITION TITLE:	Medical Services /Emergency Management Coordinator		
DEPARTMENT:	Safety Services	**DIVISION:**	Fire
DATE EFFECTIVE:	September 2006	**DATE REVIEWED:**	October 2006
FLSA CLASSIFICATION:	Exempt	**CLASS/COMP PLAN:**	MSC 0219
WC CODE:	7704	**EEO CATEGORY:**	Protective Services

I. POSITION SUMMARY

The Medical Services/Emergency Management Coordinator administers and manages the day-to-day operations of the Emergency Medical Services system. Reviews activities of the EMTs and Firemedics to assure quality of services. Coordinates and maintains training and certification requirements for staff. Provides medically related information, training, and educational programs to all department personnel. Serves as a liaison with local medical personnel and hospitals. Reviews and prepares patient care reports for billing.

The Medical Services/Emergency Coordinator will also function as the Emergency Manager. As the Emergency Manager, the incumbent will coordinate emergency services operations with other departments, local, state, and federal agencies. The incumbent will perform professional duties relating to the planning, organizing, implementing, and coordinating all programs and activities associated with emergency services in conjunction with the staff of the Safety Services Department.

II. REPORTING RELATIONSHIPS

Reports to: Division Chief

Direct Reports: None

III. DUTIES AND RESPONSIBILITIES

The listed examples of work are not intended to be all-inclusive. They may be modified with additions, deletions, or changes as necessary.

Essential Duties & Responsibilities

Ensures the smooth-running operation of the Emergency Medical Services delivery system. Develops and coordinates Division Standard Operating Procedures. Coordinates EMS activities

with other divisions, departments, and agencies. Recommends and implements changes to policies and procedures.

Coordinates the reporting and resolution of work and non-work related injuries with Human Resources for the Safety Services Department employees. Coordinates Light Duty assignments and Family Medical Leave concerns.

Performs liaison functions between the Fire Division, Swedish Medical Center Pre-hospital Services and the Colorado Department of Health. Reviews and updates existing Fire Division medical incident and trip reports for completeness and adherence to the written protocols.

Performs thorough follow-up procedures with department personnel following exposure to communicable diseases. Coordinates communication between the Department of Safety Services, area hospitals, the City Physician, and Tri-County Health Department. Administers the immunization program including Hepatitis prevention.

Responds, investigates and offers remedies to citizen complaints regarding performance of EMS field care.

Reviews and prepares patient care reports for ambulance transport fee billing. Maintains current and acceptable transport charges and establishes a goal for the annual budget.

Prepares, monitors and reviews records and reports. Responds to requests for Division incident reports by trauma services, pre-hospital review, citizens, legal firms and investigative agencies.

Audits medical reports completed by the Firemedics. Reviews reports for quality and sufficiency of medical care.

Schedules continuing medical education for all Division personnel. Evaluates, observes, and assists with medical education training and related activities. Evaluates medical education, proficiency and work performance of assigned shift personnel.

Maintains EMS training and certification records for all personnel. Identifies employees for training and coordinates completion. Arranges for initial training of Firemedics and facilitates re-certification process for EMT's and Firemedics.

Prepares and monitors the annual EMS budget, including training, costs, medical supplies, repair of medical equipment and capital items.

Serves as Infection Control Officer. Coordinates activities and maintains records and reports to maintain compliance with OSHA and the Ryan White Act.

Responds to emergency fire, rescue and medical scenes to serve in a command function.

Evaluates requests and the need for new equipment. Orders and distributes medical supplies to all field units. Maintains medical inventories for all Department field units.

Identifies City emergency hazards

Develops and implements appropriate strategies, training and action plans for incident command plans and disaster response and recovery.

Serves as the administration liaison to the CERT coordinator.

Communicates with staff, public officials at the local, state, and federal levels.

Prepares the required local, state and federal reports.

Maintains an awareness of governmental laws, rules and regulations pertaining to emergency services.

Represents the Department at various governmental and professional meetings.

Other Duties & Responsibilities
Performs other duties as assigned and required.

IV. PREPARATION AND TRAINING

Education: Associated Degree; Bachelor's of Business Administration preferred

Work Experience: Minimum 5 years experience as a firemedic;
Experience in a supervisory position required

Certifications and/or Licensures: Colorado Paramedic Certification; Advanced Life Support Provider certification

Required Driver's License: Valid Colorado driver's license and a clear or acceptable MVR

An equivalent combination of education, training and relevant job experience may be substituted.

V. KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge
Basic knowledge of computerized incident and rescue reporting system and related electronic management information systems

Skills and Abilities
Computer - Strong skills needed to work with various spreadsheets.

Communication - Strong skills required to establish and maintain working relationships with various entities and City employees. Also required to perform teaching and educational duties. Strong written skills needed for report writing.

Analytical - Strong skills needed to evaluate the EMS system.

Project Management - Strong skills needed for event planning.

General Management - Basic skills needed for budget management. Also needed for developing and administering policies and procedures.

Must be physically fit for duty, as determined by division physical fitness and medical standards.

Must be able to respond to emergencies as necessary.

VI. POSITION DESCRIPTION APPROVALS

EMPLOYEE:_____DATE:_____

SUPER./MANAGER:_____DATE:_____

DEPT. DIRECTOR:_____DATE:_____

HUMAN RESOURCES:_____DATE:_____

CITY OF ENGLEWOOD
POSITION DESCRIPTION

POSITION TITLE: Emergency Management Specialist (Part-time/Temporary)

DEPARTMENT: Englewood Fire Department/Office of Emergency Management

DATE EFFECTIVE: March 2008

FLSA CLASSIFICATION:

CLASS/COMP PLAN:

WC CODE:

EEO CATEGORY:

DATE REVIEWED: March 2008

I. POSITION SUMMARY

The paid, part-time/temporary position of Administrative/Research Intern is within the Englewood Fire Department Office of Emergency Management. The position is responsible for assisting the Office of Emergency Management in the revision, implementation, and training in the use of the City of Englewood's Emergency Operations Plan (EOP). This position is contingent on grant funding and expires upon depletion of funds allocated for the position.

II. REPORTING RELATIONSHIPS

Reports to: Emergency Management Coordinator, City of Englewood
Direct Reports: None

III. DUTIES AND RESPONSIBILITIES

The listed examples of work are not intended to be all-inclusive. They may be modified with additions, deletions, or changes as necessary.

Essential Duties & Responsibilities

Research compliance requirements pertaining to the Emergency Operations Plan (EOP) at the municipal, county, state, and federal levels to ensure compliance with stated guidelines at each level.

Research EOP's from local jurisdictions so that the City of Englewood's EOP is compatible with that of surrounding jurisdictions.

Revise the EOP in a format that is compliant at all levels of government.

Recommend methods for implementation of the EOP, once completed, and train City of Englewood employees on aspects of activation and use of the EOP.

Coordinate exercising the EOP with the Emergency Management Coordinator to determine weaknesses within the EOP and provide appropriate guidance to bring the EOP to a higher functional level.

Assist the Emergency Management Coordinator with Citywide continuity of operations planning through utilization of the Denver Metro COOP program.

Perform other duties as assigned and required within the Englewood OEM functions.

IV. PREPARATION AND TRAINING

Education: High school graduation or equivalent. Some college course work in government administration is helpful but not required.

Work Experience: Experience with ICS, NIMS, Emergency Operations and Emergency Operations planning for government is required. Familiarity with Continuity of Operations Planning and the Colorado North Central Region activities is helpful, but not required.

Certifications and/or licensures: None
Required Driver's License: Yes

An equivalent combination of education, training, and relevant job experience may be substituted.

V. KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge

Working knowledge of:

- Principles of ICS and NIMS
- Government emergency operations plans and guidelines at local, county, state, and federal levels
- Compliance requirements for government emergency operations guidelines at local, county, state, and federal levels
- Standard office equipment, including computers and Microsoft office applications.

Basic knowledge of:

- City of Englewood operations
- Other local jurisdiction emergency operations

Skills and Abilities

Basic computer skills needed to complete reports.

Strong communication and public speaking skills needed to interact with officials at all levels of government, including City of Englewood senior staff and the Englewood City Council.

Strong writing/grammatical skills needed to complete appropriate reports and documents.

Strong analytical and research skills needed to determine relevancy and applicability of information obtained during projects/assignments.

Ability to adapt to changing political and operational objectives.

VI. WORKING CONDITIONS

Work is mostly performed in a standard office environment, may require sitting for extended periods of time and occasional light lifting up to 15 pounds. Job requires visual and physical capabilities able to perform data entry, filing, and the ability to work on computers and associated equipment for prolonged periods of time. The job may also require some field work related to training, practical scenarios and public speaking at other City offices and facilities, both indoor and outdoor, depending on the type of training or scenarios being conducted.

VII. POSITION DESCRIPTION APPROVALS

EMPLOYEE:_____ DATE:_____

SUPERVISOR/MANAGER:_____ DATE:_____

DEPARTMENT HEAD:_____ DATE:_____

HUMAN RESOURCES:_____ DATE:_____

Emergency Management Personnel
City of Englewood
Job Duties

Jeff Sanchez

- Supervise all aspects and personnel involved in routine and emergency communications for police and fire operations.
- Supervise all aspects and personnel involved in record keeping for police operations.
- Ensure radio communications capabilities are operable and compatible with regional agencies.
- Ensure redundant capabilities in the event of failure of primary communications capabilities.

Glenda Bird

- Ensure proper operation of computer hardware and software.
- Coordinate support of technical infrastructure for police and fire routine and emergency operations.
- Install and maintain computer hardware and software for communications, police, fire and record keeping operations.
- Coordinate the technical transition of the facility used for emergency operations from its daily operations configuration to the set-up necessary for an emergency operations center.

Tim Englert

- Act as the emergency manager for the City of Englewood in the absence of the emergency management coordinator.
- Supervise code enforcement operations and personnel from the police perspective.
- Coordinate police response to an activation of the emergency operations center.
- Act as police liaison to emergency management and the EOC, for routine and disaster operations.

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 20, 2010	11 c iv	Resolution to Approve Amendments to the Goals and Objectives of the Englewood Downtown and Medical District Small Area Plan

Initiated By:	Staff Source:
Community Development Department	John Voboril, Long Range Planner II

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

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
December 6, 2010	City Council Public Hearing on Amendments to the Goals and Objectives of the Englewood Downtown and Medical District Small Area Plan
December 13, 2010	Discussion on Potential Changes to Proposed Amendments

RECOMMENDED ACTION

Recommendation from the Community Development Department to adopt a resolution approving the amendments to the goals and objectives of the Englewood Downtown and Medical District Small Area Plan in order to establish Council's policy directions to the Englewood Planning and Zoning Commission for moving forward with zoning regulation reform efforts in 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.

Council held a public hearing on the amendments to the goals and objectives of the Englewood Downtown and Medical District Small Area Plan on December 6th. Council discussed public hearing testimony in a study session held on December 13th, as well as potential changes to the amendments.

Community Development staff requests that Council approve the amendments to the goals and objectives of the Englewood Downtown and Medical District Small Area Plan in order to establish Council's policy directions to the Englewood Planning and Zoning Commission for moving forward with zoning regulation reform efforts in Medical District sub-areas 2, 3 and 5.

LIST OF ATTACHMENTS

Planning and Zoning Commission Hearing Minutes
Planning and Zoning Commission Findings of Fact
Proposed Small Area Plan Amendments
Map of Subareas
Resolution

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.

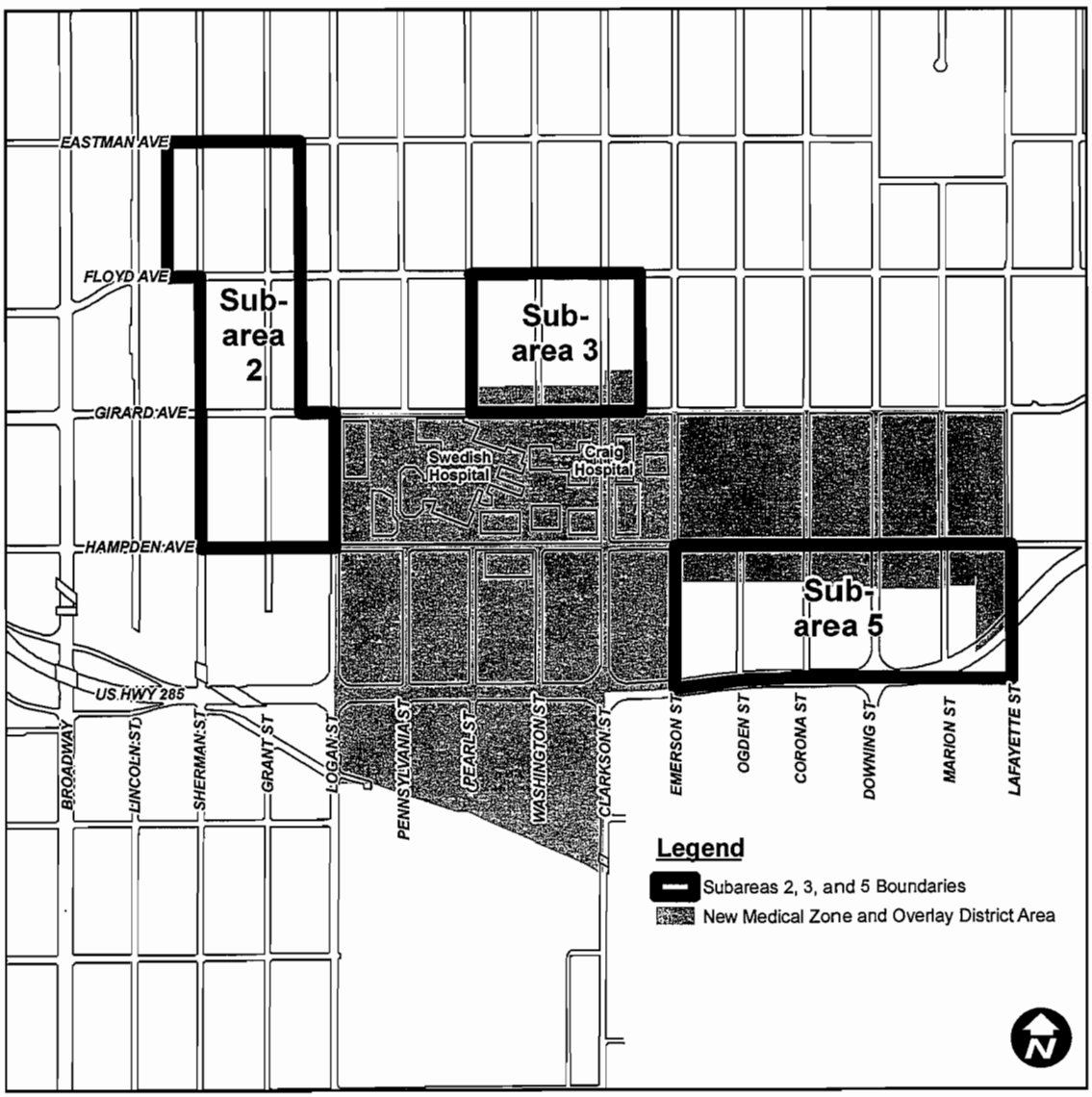
Obj. 5A-1 Reduce the number of single unit rentals homes through conversion to home ownership.

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

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION APPROVING THE ADOPTION OF THE DOWNTOWN AND MEDICAL CENTER PLAN AMENDMENTS TO GOALS AND OBJECTIVES WHICH WILL BECOME PART OF "ROADMAP ENGLEWOOD: 2003 ENGLEWOOD COMPREHENSIVE PLAN".

WHEREAS, at the 2006 Council Economic Development Retreat, City Council designated economic and community revitalization and redevelopment as a top priority; and

WHEREAS, in response to that direction, Community Development created a proposal to conduct a community planning and visioning process for Downtown Englewood and the Swedish-Craig Medical Center Districts; and

WHEREAS, the Englewood Downtown and Medical District Small Area Plan is a policy document containing goals and objectives that were crafted to represent the values and desires of stakeholders, the Englewood Planning and Zoning Commission, and the Englewood City Council; and

WHEREAS, the goals and objectives essentially divide portions of the Medical District into areas of stability and areas of change; and

WHEREAS, the goals and objectives are meant to serve as a guide to the Planning and Zoning Commission in developing zoning reform solutions for both areas of change and areas of stability; and

WHEREAS, the goals and objectives are not laws and do not automatically change current zoning regulations; and

WHEREAS, the Planning and Zoning Commission reviewed, discussed and edited the small area plan preliminary goals and objectives that were developed through the community stakeholder public planning process and recommended approval of the Amendments to the Goals and Objective to the Plan with transmittal to City Council for final action; and

WHEREAS, these goals and objectives were the subject of a Public Hearing before the Englewood City Council on December 6, 2010;

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 approves the adoption of the Downtown and Medical Center Goals and Objectives Plan Amendments to Goals and Objectives, attached hereto, which will become part of *Roadmap Englewood: 2003 Englewood Comprehensive Plan.*

ADOPTED AND APPROVED this 20th 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

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.

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 20, 2010	11 c v	Englewood Retail Assessment and Marketing/ Development Strategy

Initiated By:	Staff Source:
Community Development Department	Darren Hollingsworth, Economic Development Coordinator

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

- Council discussed the Retail Assessment and Marketing / Development Strategy at the December 13, 2010 study session
- This study was briefly discussed at the August 2, 2010 study session on the 2011 budget for Community Development. Additional information was provided in response to Council Request 10-172.

RECOMMENDED ACTION

Staff recommends that Council authorize, by motion, the execution of the attached contract for professional services to perform the Englewood Retail Assessment and Marketing/Development Strategy.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2005, Englewood completed a retail void analysis that looked at the retail leakage and voids that exist in Englewood and its market trade area. The process yielded a study that provided useful background information about possible opportunities to support retail attraction efforts. This document provided some insights into the 'holes in the market' and provided some guidance on possible retail categories for business attraction. Limited funding did not allow for a follow-up study to be completed, which was needed to provide listings of specific retailers seeking expansion or development plans.

The Retail Assessment and Marketing Development Strategy is an extension of this process, but varies significantly in methodology from our past effort. The proposed Retail Assessment will work with a local research firm, BBC Research and Consulting, who has partnered with a local retail developer/broker. This powerful team will shed light on Englewood's potential for new retail by conducting a quantitative analysis of retail demand. The consultant will also conduct a comprehensive analysis of the development sites and shopping districts within the community and will develop strategies for retail recruitment, attraction and retention. This effort is intended to better position Englewood to attract new retail and development within the community.

Community Goal: Retail

Economic development efforts in Englewood have centered on supporting a healthy retail environment. Much of Englewood's revenue base is generated through sales and use tax. In looking at an economically sustainable economy, Englewood logically needs to understand and define opportunities to support a healthy business climate for retailers. Many communities along the Front Range have developed specific strategies for attracting and retaining retail. With the obvious importance of retail sales tax revenue to the City's budget, it has been in the Department's work program to hire a consultant to prepare a study analyzing the what, where and how of future retail development in Englewood. This retail assessment is anticipated to be a document and educational process that will be useful for finding and defining retail opportunities in the community.

The study will address:

- What – Considering both permanent and daytime populations, what retail markets are underserved in Englewood? Based on this market analysis, what types of retail uses could Englewood reasonably expect to attract?

- Where – Based on retail industry criteria, where are the logical locations for future retail development in Englewood? This analysis would look at such factors as traffic volumes, access, visibility, and adjacent land uses, among others.

- How – After identifying potential retail uses and prime locations, the next step would be to determine how to attract retail development. The consultant would develop a strategy, or series of action steps, designed to position the City for attracting retail development. Elements of a strategy might include rezoning areas, assembling land, constructing infrastructure improvements, developing incentive programs, or creating financing tools, such as urban renewal areas. Details for four (4) to five (5) prime retail areas would be undertaken in a Phase II of this study.

FINANCIAL IMPACT

The attached contract with BBC Research and Consulting is for $49,900. These funds are in Community Development's 2010 budget. Executing the contract before the end of the year will encumber these funds for a project completion in early 2011.

LIST OF ATTACHMENTS

Contract with BBC Research and Consulting

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made as of this 20th day of December, 2010, (the "Effective Date") by and between BBC Research and Consulting, a Colorado corporation ("Consultant"), and The City of Englewood, Colorado, a municipal corporation organized under the laws of the State of Colorado ("City").

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

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

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

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

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

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

3. Performance of Services.

(a) Performance. Consultant shall perform the Services necessary to complete all projects outlined in a Statement of Work in a timely and professional manner consistent with the specifications, if any, set forth in the Statement of Work, and in accordance with industry standards. Consultant agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents in completing the projects outlined in a Statement of Work.

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

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

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

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

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

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

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

(a) Convenience. City may, without cause and without penalty, terminate the provision of Services under any or all Statements of Work upon thirty (30) days prior written notice. Upon such termination, City shall, upon receipt of an invoice from Consultant, pay Consultant for Services actually rendered prior to the effective date of such termination. Charges will be based on time expended for all incomplete tasks as listed in the applicable Statement of Work, and all completed tasks will be charged as indicated in the applicable Statement of Work.

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

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

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

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

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

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

10. Staff. Consultant is an independent consultant and neither Consultant nor Consultant's staff is, or shall be deemed to be employed by City. City is hereby contracting with Consultant for the Services described in a Statement of Work and Consultant reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Consultant or Consultant's staff, and City shall not be required to hire, supervise or pay any assistants to help Consultant perform the Services under this Agreement. Except to the extent that Consultant's work must be performed on or with City's computers or City's

existing software, all materials used in providing the Services shall be provided by Consultant.

11. Confidential Information.

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

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

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

12. Project Managers. Each party shall designate one of its employees to be its Project Manager under each Statement of Work, who shall act for that party on all matters

under the Statement of Work. Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers for each Statement of Work shall meet as often as either one requests to review the status of the Statement of Work.

13. Warranties.

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

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

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

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

14. Indemnification.

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

(b) Infringement. Consultant will indemnify, defend, and hold City harmless from all Indemnifiable Losses arising from any third party claims that any Work Product or methodology supplied by Consultant infringes or misappropriates any Intellectual Property

rights of any third party; provided, however, that the foregoing indemnification obligation shall not apply to any alleged infringement or misappropriation based on: (1) use of the Work Product in combination with products or services not provided by Consultant to the extent that such infringement or misappropriation would have been avoided if such other products or services had not been used; (2) any modification or enhancement to the Work Product made by City or anyone other than Consultant or its sub-consultants; or (3) use of the Work Product other than as permitted under this Agreement.

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

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

15. Insurance.

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

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

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

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

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

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

(c) Certificates. Consultant shall provide City with certificates of insurance evidencing compliance with this Section 15 (including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Certificates of

insurance will list the City of Englewood as an additional insured. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially change the insurance afforded under the above policies unless thirty (30) days' notice of such cancellation, reduction or material change has been provided to City.

16. Rights in Work Product.

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

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

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

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

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

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

21. Additional Work. After receipt of a Statement of Work, City, with Consultant's consent, may request Consultant to undertake additional work with respect to such Statement of Work. In such event, City and Consultant shall execute an addendum to the Statement of Work specifying such additional work and the compensation to be paid to Consultant for such additional work.

22. Sub-consultants. Consultant may not subcontract any of the Services to be provided hereunder without the prior written consent of City. In the event of any permitted subcontracting, the agreement with such third party shall provide that, with respect to the subcontracted work, such sub-consultant shall be subject to all of the obligations of Consultant specified in this Agreement.

23. Notices. Any notice provided pursuant to this Agreement shall be in writing to the parties at the addresses set forth below and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested or (3) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other party hereto.

24. Assignment. This Agreement may not be assigned by Consultant without the prior written consent of City. Except for the prohibition of an assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

25. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to this Agreement.

26. Headings. The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth on the first page of this Agreement are incorporated into the body of this Agreement. The exhibits referred to throughout this Agreement and any Statement of Work prepared in conformance with this Agreement are incorporated into this Agreement.

27. Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not effect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

28. Force Majeure. If performance by Consultant of any service or obligation under this Agreement is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communications failures, earthquakes, war, revolution, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any governmental or judicial authority or representative of any such government, or any other act whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Consultant, then Consultant shall be excused from such performance to the extent of such prevention, restriction, delay or interference. If the period of such delay exceeds thirty (30) days, City may, without liability, terminate the affected Statement of Work(s) upon written notice to Consultant.

29. Time of Performance. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

30. Permits. Consultant shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local statute, ordinance or regulation for the performance of the Services under the Agreement. Consultant shall also comply with the provisions of all Applicable Laws in performing the Services under the Agreement. At its own expense and at no cost to City, Consultant shall make any change, alteration or modification that may be necessary to comply with any Applicable Laws that Consultant failed to comply with at the time of performance of the Services.

31. Media Releases. Except for any announcement intended solely for internal distribution by Consultant or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Consultant, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Consultant or its employees or agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall

be coordinated with and approved in writing by City prior to the release thereof. Consultant shall not represent directly or indirectly that any Services provided by Consultant to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Consultant's customers without City's express written consent.

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

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

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

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

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

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

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

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

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

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

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

CITY OF ENGLEWOOD, COLORADO

By: _____
(Signature)

_____
(Print Name)

Title: _____

Date: _____

ATTEST:

_____
City Clerk

_____
(Consultant Name)

_____
Address

_____
City, State, Zip Code

By: _____
(Signature)

_____
(Print Name)

Title: _____

Date: _____

SCHEDULE A

OUTLINE OF STATEMENT OF WORK

1. GENERAL

   [Identification of parties and date of execution]

   [Reference to Professional Services Agreement by date]

2. NAMES OF PROJECT COORDINATORS

3. SUMMARY OF PURPOSE FOR STATEMENT OF WORK

   [General description of work or services]

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

5. OTHER CONSULTANT RESOURCES

   [If desired, provide for the Consultant's commitment of its own staff, facilities, and other resources by nature or item]

6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

   [Include functional and technical specifications of Work Product and Documentation, and refer to any specific enhancements that may be sought.]

   [Describe prototype or components to be delivered.]

   [Include as Deliverables copies of the reports of all project reviews, inspections, and tests conducted during the course of performance.]

7. SPECIAL TERMS, IF ANY

8. MODE OF PAYMENT

9. PAYMENT SCHEDULE

City will pay Consultant for the work in accordance with the following payment schedule. All payments to Consultant are contingent on Consultant's satisfying the Deliverables/Milestones set forth in the Payment Schedule. Payments shall be made upon City's written confirmation to Consultant that the Deliverables-Milestones have been satisfied.

[Insert payment schedule]

10. SCHEDULE AND PERFORMANCE MILESTONES

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

Performance Milestone	Responsible Party	Target Date

11. ACCEPTANCE AND TESTING PROCEDURES

12. LOCATION OF WORK FACILITIES

Substantially all of the work will be conducted by Consultant at its regular office located in Cherry Creek.

City will provide the City office space and support as it agrees may be appropriate, at its Englewood Civic Center facility.

IN WITNESS WHEREOF, pursuant and in accordance with the Professional Services Agreement between the parties hereto dated December 20, 2010, the parties have executed this Statement of Work as of this 20th day of December, 2010.

CITY OF ENGLEWOOD, COLORADO

By: _____
(Signature)

_____
(Print Name)

Title: _____

Date: _____

_____
Company Name

By: _____
(Signature)

_____
(Print Name)

Title: _____

Date:

SECTION II.
Project Methodology

This section describes a suggested five-task workscope. The specified tasks largely follows the approach outlined in the RFP. Some additional subtasks have been suggested. Deliverables will be submitted to the client upon the completion of each task.

Approach Overview

Two fundamental considerations underlie this proposal

(1) Current economic conditions require a multifaceted approach to retail market analysis and community strategy development.

Although Denver has been through prior economic downturns, some quite severe, the current retail market situation is very different than in past recessions. Typically, an economic slowdown results in increased unemployment, a modest loss of household income and lessened retail sales. The current economic crisis has had far more dramatic consequences for entire retail industry, starting with national retailer chains and shopping center owners and ultimately commercial developers and retail lenders. Community retail development strategies must acknowledge many factors beyond simple household demand measures. Important considerations include:

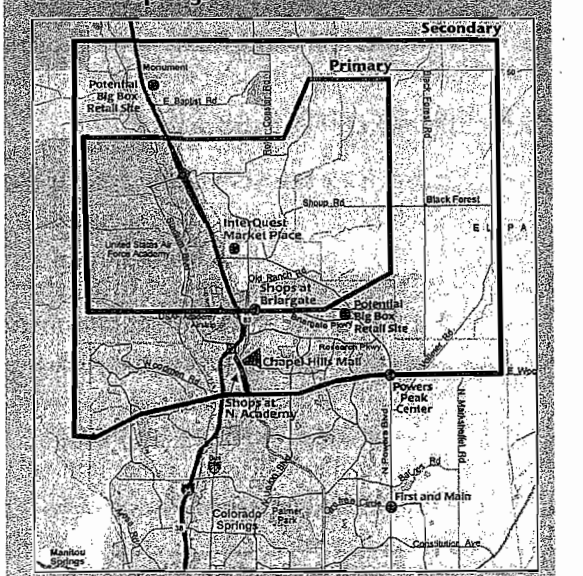
- Information time lags are now a real issue. It appears that national household income and household spending patterns have changed dramatically in recent years yet these changes are difficult to document at a local level where key data sources lag by two or more years. Local data on household income, spending patterns and retail performance have always had time lags but now, with apparent fundamental changes in household spending practices, these data time lags are significant issues in attempting to quantify local markets.

- National and regional economic conditions are uncertain and over the past 24 months, economic conditions have been subject to rapid and largely unforeseeable disruptions. National and even international economic influences have far reaching consequences and can determine if and how retailers might respond to market opportunities.

Colorado Springs, Colorado

BBC frequently uses GIS mapping tools to identify likely retail market capture areas and to calculate underlying household spending power.

Primary and Secondary Market Areas and Established Competing Marketplaces, Colorado Springs



Source: Microsoft MapPoint and BBC Research and Consulting

- Retailer financial health at the corporate level and lending institutions' ability to provide funds for development are currently greater determinants of retail development prospects than local market conditions. There may be demonstrable market demand but simply no expansion lending available, or no capital investment capability at a national corporate level.

- Over the past five years there has been significant consolidation by retailers, with some merging with competitors and others simply going out of business. The result is fewer potential retailers competing for a greater amount of retail space.

Changing conditions should not paralyze planning efforts but they do have implications:

- Market data is best supplemented by active experience in retail management, leasing and operations.

- In order to stimulate change, communities should expect increased retailer reliance on community partnerships, such as sales tax sharing agreements, in order to overcome other financial barriers to development.

(2) In response to these conditions, we have assembled a team that integrates BBC's research and strategy development experience with active retail ownership, leasing and development expertise.

BBC Research & Consulting (BBC) has 40 years of market research and economic development strategy experience, including numerous analyses in southwest Denver residential, commercial and retail markets. In this effort, BBC's expertise is complemented by The Kornfeld Group, which brings hands-on knowledge of current retail markets and retailer leasing practices. For nearly 30 years, the Kornfeld Group's affiliated companies have been active in the retail real estate markets as an owner, broker and property manager. The Kornfeld Group presently manages over 3.0 million square feet of retail space in three Western states. Their day-to-day experience includes site evaluation, retail acquisitions, ongoing real estate development, retail leasing, property management and retail construction management.

Brad Kornfeld, the firm's principal, has daily contact with regional and national retailers, and many personal connections in the industry and affiliated retail brokerage concerns. BBC and the Kornfield Group have worked together on similar assignments on multiple occasions.

Approach Methodology

We anticipate five key tasks in accomplishing this project. Our approach follows the recommendations of the RFP although we have suggested one new task (Task 1-A).

Task 1-A (new) — Project Initiation. This brief first task offers an efficient way for the client and consultant to share current information and to ensure a mutual understanding of project direction. We envision three elements to this task.

- **Collect initial data.** Project team representatives will visit the subject retail sites and begin initial data collection using immediate resources. The project team will review past city studies and related development analyses—with the intention of being well informed for a first strategy session.

- **Review existing economic development strategies.** Englewood has an urban renewal authority, a business improvement district and a number or redevelopment initiates and economic development incentives. The entities and the tools, partnerships, strategies and opportunities they represent should be understood and considered in into later evaluations of site opportunities.

- **Strategy session.** We suggest a brainstorming/information sharing session between the BBC/KG team and appropriate municipal representatives with broader community development representatives if possible. We see an early sharing of ideas, data, observations and history as a very effective way to target the next level of analysis. We also see the strategy session as an opportunity to solidify a formal client-consultant communication process.

Superior, Colorado

BBC recently designed a "retail report card" evaluation system to prioritize public investment in retail centers in Superior, Colorado.

Retail Report Card

Visibility	Is the majority of the site easily seen from nearby major roadways?
Access	Can motorists enter and exit the site freely and directly, or is access to the property restricted and indirect?
Acreage	Is the parcel large enough and of the right shape to accommodate the intended development? Is it too large?
Topography	Is the site level and free of natural barriers (i.e. wetlands, streams, hills), or is significant grading required and/or not feasible?
Utilities	Are utilities present on the site, or can utilities easily be extended to the site?
Adjacent Land Uses	Are adjacent land uses at least comprable, and hopefully complementary, with the retail development?

Source: *Retail Market Assessment Update, 2003*, BBC Research & Consulting and KKP

Task 1 — Initial Assessment of Englewood's Retail Centers and Corridors. In Task 1, the Project team will develop a list of criteria for evaluating the ten Englewood retail centers identified in the RFP. We believe the list of candidate sites provided in the RFP is a full accounting of likely opportunities but we will consider additional prospects. Project team site visits and data analysis will support a brief screening effort that will identify the best candidates for further evaluation. Evaluation criteria will emphasize redevelopment and business intensification potential; critical retail success factors, such as visibility, traffic, parking, land assemblage and ambience; and location and scale of competition. The final list of four or five best prospects should include multiple types of centers, e.g. convenience, neighborhood or regional centers as opportunities may be present for some forms of development, or varying market orientations, but not others. Revitalization and growth potential will be the critical determinant of a candidate site's selection for further review.

BBC will prepare a brief memo documenting the selection process and identifying the four best candidates.

Task 2 & 3 — Assessment of Site and Market Opportunities Associated with Englewood's Most Promising Retail Centers. With selection of final candidates, the Project Team will undertake more comprehensive research and evaluation efforts for each of the candidate sites.

We have combined Tasks 2 and 3 identified in the RFP into one detailed assessment task. In our judgment, site assessments, market characterizations and suitability analysis are closely interrelated and best conducted in concert as opposed to serially.

We anticipate evaluation criteria in three categories: physical characteristics, performance measures and market conditions.

Physical site criteria will include:

- Scale, diversity and character of current operations;
- Availability of undeveloped or underdeveloped properties;
- Infill opportunities;
- Access and parking;
- Visibility;
- Proximity to intersection or transportation corridor; and
- Land ownership consolidation.

Performance criteria will include:

- Current retail composition and sales trends; and
- Occupancy and vacancy rates and trends.

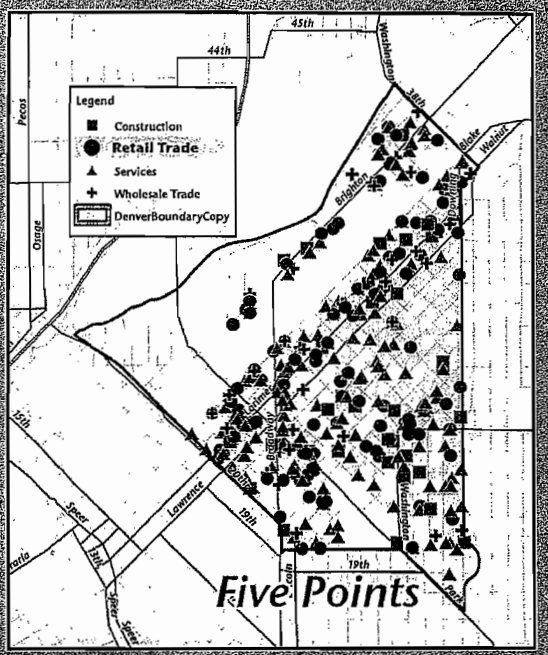
Market criteria will include;

- Trade area size, character and growth trends (households and daytime markets); and
- Extent and nature of competitive influences.

Denver, Colorado

BBC often examines business locations when detailing retail market conditions.

Location of Firm by Industry, Five Points, 2009

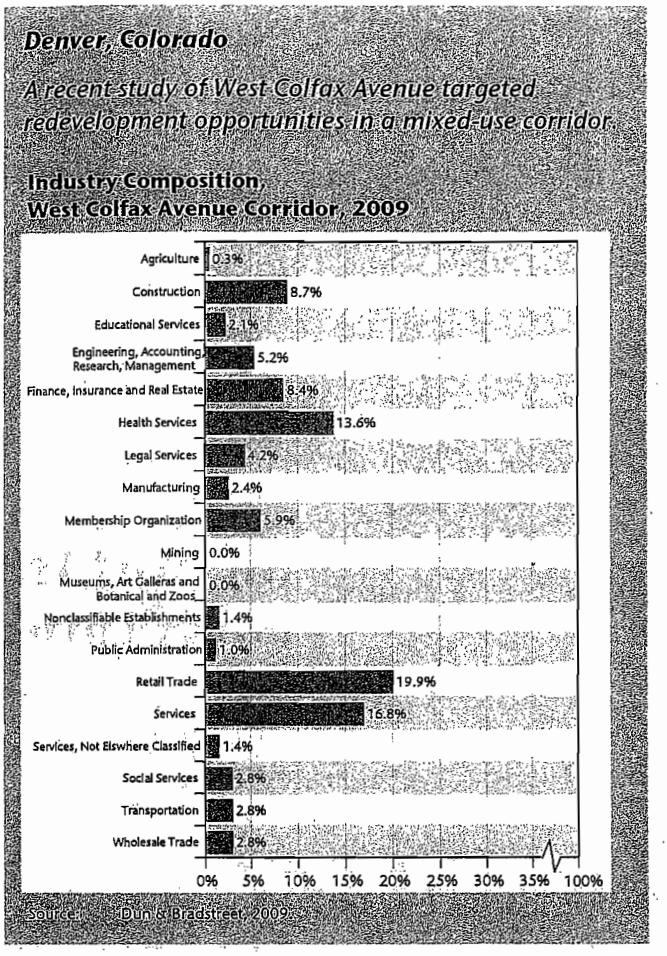


Source: Dun & Bradstreet, 2009

Each site will be defined and represented visually. A physical assessment will determine key site attributes, such as parking, undeveloped land, traffic and current square footage. BBC will work with the city to determine sales performance of stores by category, respecting the city and retailers' need for confidentiality. The project team will conduct interviews with leasing agents, brokers, center owners and store operators to better understand market penetration, site limitations, performance trends and overall area performance. The project team will also interview active retail brokers to determine their perception of the area's strengths and weaknesses. For centers that have a marketing and promotions entity, or other tenant representation, the project team will interview tenant representatives and staff.

Finally, each site will be evaluated specifically for potential development, expansion and more intensive retail activity. It is likely that more than one site will emerge as having retail growth prospects and perhaps with different types of opportunities. The Kornfeld Groups development and operational experience will be invaluable in assessing development prospects and understanding how national retailers might value Englewood's offerings.

The Kornfield Group's existing centers, which are in located three western US states and multiple metropolitan and suburban locations, offer a strong comparative and experiential basis for these evaluations. An accounting of the company's own performance enhancement efforts, including



successes and failures in stimulating their own projects' financial performance, will be invaluable in suggesting strategies for Englewood offerings.

The project team will prepare a memorandum documenting this entire process, the evaluation criteria and the evaluation outcomes.

Task 4 — Rocky Mountain Retailer Assessment. The final task is an effort to evaluate and identify what type of retail establishment and what specific retailers can be lured to the identified Englewood opportunities. In essence, this is an attempt to match the sites with likely tenants. The Kornfeld Group's current presence in the retail marketplace offers a practical basis to gauge what retailers might be realistic candidates for Englewood's most promising sites. In the current market, some retailer decision-making is driven by internal company capital expenditure limitations and less by market opportunities. Some entities simply are not expanding or limiting expansion so dramatically that the presence of demonstrable market opportunities is immaterial. Other retailers In addition to the Kornfeld Group's ongoing experience, the project team will interview commercial brokers familiar with the Denver area retail market place. Even if retailers are not active or aggressively expanding today, it is important to document the type or category of retailer that might find these opportunities attractive so that this work has longer-term relevance for the city.

The project team will prepare a final report documenting this process and suggesting what type of retailers and what specific retailers, the city should pursue.

Future Tasks: Recommendations and Development Strategy

The evaluation and assessment effort described above is tailored to flow in to a practical retail recruitment strategy, which would be completed in the next fiscal year. We would anticipate that this last task would include a common recruitment effort and specific recommendations for each area. There will likely be recommendations for broker interface and possibly national outreach at appropriate conventions and industry association meetings. Other recommendations would likely focus on the community's role is in collaborating with the private sector, risk sharing or promoting redevelopment.

SECTION VII.
Professional Fees and Project Schedule

This section describes the proposed budget for this assignment in response to item 8, page 7 of the RFP.

Professional Fees

The proposed budget for the market analysis and associated deliverables is $49,900 including local travel, expenses and subcontractor fees. Exhibit VII-1 shows labor costs by staffing level and by task, subject to amendment with any mutually agreed upon scope changes.

Exhibit VII–1.
Proposed Budget

Project Task	Managing Director/ Director/Principal *($175/hr)**	Associate *($150/hr)*	Research Associate *($100/hr)*	Project Assistant *($65/hr)*	Total Hours	Total Fees & Costs
1 Project Initiation and Initial Assessment	30	40	10	10	91	$12,965
2 & 3 Site & Market Opportunities Analyses	70	40	30	25	165	22,940
4 Regional Retailer Assessment	50	20	15	10	96	13,996
Total	**150**	**101**	**55**	**46**	**352**	**$49,900**

Note: * The billing rate shown for BBC Directors and Kornfeld Group Principal is an average billing rate.

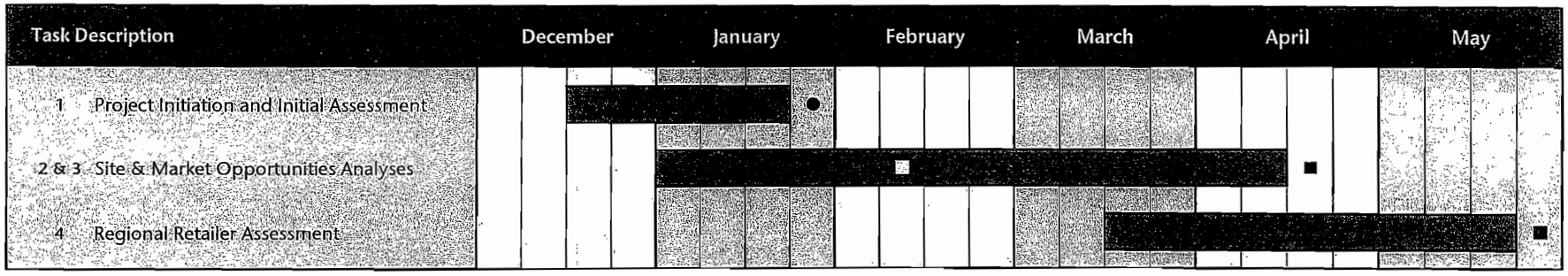
BBC Research & Consulting maintains daily accounting of professional time. Direct expenses, which include long distance phone, report printing and travel costs, are included in the pricing commitment. Professional time and expenses will be billed each month as they occur with invoices due within 30 days. Any additional work requested by the client will be billed at our standard hourly rates.

Project Schedule

BBC anticipates project completion within 6 months of contract execution. We have budgeted for one client meeting during Task 1, although client and consultant should discuss a communications plan during the initial meeting. BBC will produce a report that summarizes and presents results from each task. The final report from Task 5 will roll up all previous reports to document the entire project process.

Exhibit VII-2 on the following page provides an anticipated project schedule.

Exhibit VII-2.
Proposed Project Schedule



- ● Meeting
- ■ Report

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 20, 2010	11 c vi	NSP Rehab Construction Contract for 4744 South Galapago Street

Initiated By:	Staff Source:
Community Development Department	Harold J. Stitt, Senior Planner

PREVIOUS COUNCIL ACTION

City Council approved Resolution 34 Series of 2009 authorizing staff 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).

City Council approved Ordinance 37, Series of 2009 authorizing the execution of a contract for NSP1 grant funding between the State of Colorado Department of Local Affairs and the City of Englewood.

City Council approved Ordinance 49, Series of 2009 authorizing the purchase of ten 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.

City Council approved Resolution 35, Series of 2010 authorizing a transfer and supplemental appropriation of Long Term Asset Reserve funds (LTAR) to fund improvements related to the federal Neighborhood Stabilization Program (NSP1) project.

City Council approved Ordinance 15, Series of 2010 authorizing the sale of 2198 W. Adriatic Pl, 2335 W. Baltic Pl, 2010 W. Baltic Pl, 4819 S. Delaware St, and 4681 S Decatur St #226 funded through the NSP1 grant.

City Council approved Ordinance 27, Series of 2010 authorizing an amendment to the NSP1 contract budget to purchase up to three 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.

RECOMMENDED ACTION

Staff recommends Council approve, by Motion, a housing rehabilitation construction contract between the City of Englewood and Bellwether Construction Company, 5751 West 7th Avenue, Lakewood, CO 80215, in the amount of $102,725.

BACKGROUND AND ANALYSIS

This contract will provide for rehabilitation and expansion of the single-family residence at 4744 South Galapago Street. This contract requires Council authorization due to its size. This property was purchased on May 21, 2010 for $104,041.11 with NSP grant funds. The residence was built in 1939 and is only 622 square feet in area. In order to meet the needs of households today, the Community Development Department proposes to enlarge the residence and rehabilitate the existing structure. The proposed addition will increase the floor area by approximately 600 square feet including two bedrooms, a master bathroom, and storage and laundry areas resulting in a three bedroom, two-bath single-family residence.

The Department received three bids for this project and Bellwether Construction Company was the lowest responsible bidder. Bellwether Construction Company has a long successful history working the Housing Rehab program and for over fifteen years served as the General Contractor for the ACTS Student Built house project.

FINANCIAL IMPACT

Funds for the rehabilitation of this property will come from the Long Term Asset Reserve (LTAR) fund as approved by Council in Resolution 35, Series of 2010. Went construction is completed, the property will be offered for sale under the income and eligibility guidelines of the federal NSP requirements. Upon the sale of this property, all LTAR fund rehabilitation expenditures will be fully reimbursed.

ATTACHMENTS

Contract

CONTRACT

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this _____ day of December, 2010, by and between the **City of Englewood**, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and **Bellwether Construction**, whose address is **5751 West 7th Avenue, Lakewood, Colorado 80214**, ("Contractor"), commencing on the 29th day of October, 2010, and continuing for at least ten (10) days thereafter the City requested sealed Invitation to Bids from approved Neighborhood Stabilization Program contractors for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: **4744 South Galapago Street, Englewood, Colorado**

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

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

NOW THEREFORE, in consideration of the compensation to be paid the Contract, the mutual agreements hereinafter contained:

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

   Invitation to Bid
   Contract (this instrument)
   Insurance
   Drawings

B. Scope of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all the work described, drawn, set forth, shown and included in said Contract Documents.

C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within ten (10) days from being notified to commence work by the Director of Community Development and agrees to fully complete said work within one hundred twenty (120) days, plus such

extension or extensions of time as may be granted by the Director of Community Development in accordance with the provisions of the Contract Documents and Specifications.

D. Indemnification: The City cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity, for any purpose. The Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including Worker's Compensation claims, in any way resulting from or arising out of this Contract: provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and employees.

E. Termination of Award for Convenience: The City may terminate the award at any time by giving written notice to the successful Contractor of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event all finished or unfinished service, reports, material (s) prepared or furnished by the successful firm after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the Contractor will be paid that amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful firm covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful firm, the clause relating to termination of the award for cause shall apply.

F. Termination of Award for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the Contrator of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the Contractor shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.

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

G. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being **One Hundred Two Thousand Seven Hundred Twenty-five Dollars ($102,725.00).** A 10% retainage of the awarded project amount

will be withheld until final inspection and acceptance by the Director of Community Development or his assignee.

H. Appropriation of Funds: At present, **$102,725.00** has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by the governing body or are otherwise unavailable in any following fiscal period for which appropriations were received without penalty or expense except as to those portions of the Agreement or other amounts for which funds have already been appropriated or are otherwise available. The City shall immediately notify Bellwether Construction or its assignee of such occurrence in the event of such termination.

I. Assignment: Contractor shall not, at any time, assign any interest in this Contract or the other Contract Documents to any person or entity without the prior written consent of Owner, specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.

J. Termination: Either party may terminate this Contract by giving notice in writing by registered mail, return receipt requested, to the other party thirty (30) days prior to any such intent to cancel this Contract.

K. Contract Binding: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused these presents to be signed personally or by their duly authorized officers or agents and their seals affixed and duly attested the day and year first above written.

This Contract is executed in **4** counterparts.

BELLWETHER CONSTRUCTION

by _____
Party of the Second Part

ATTEST:

_____
Secretary

CITY OF ENGLEWOOD

by _____
Mayor
Party of the First Part

ATTEST:

_____
City Clerk

INVITATION TO BID

THE CITY OF ENGLEWOOD

HOUSING REHABILITATION PROGRAM

DATE: 10/15/2010

JOB NO: 2010-8-T11

OWNER(S) NAME: City of Englewood

PROPERTY ADDRESS: 4744 S. Galapago Street, Englewood, CO. 80110

TELEPHONE: 303-762-2350

TO Prospective Bidders:

You are invited to submit a proposal for the Rehabilitation of the property listed above, as called for in the Description of Work, Specifications, and Plans, if any, which are identified with the attached list of approved contract documents.

To be entitled to consideration, the proposal must be made upon the Bid and Proposal Form and in accordance with the Instruction to Bidders, copies of which are attached.

Access to the property will be an on site walk-thru, held on

10-29-10 at 1:00 ~~am~~/pm.

The improvements are to be made for and under contract to the owner of the subject property, as described above.

Sealed bids for furnishing all materials and labor in performing the construction of the subject improvements will be received at the City of Englewood, Community Development Office, 1000 Englewood Parkway, Englewood, Colorado 80110, on the day of the bids are to be opened.

Bids will be opened at 4:00 o'clock PM on the 15th day of Nov., 2010.

Thank you,

Steve D. Ozburn, Construction Rehab Specialist

While there may be others, the items listed here were readily apparent as needing correction at the time of inspection. Please bid only these items.

Owner _____ 10/28/2010 Date

INVITATION TO BID

THE CITY OF ENGLEWOOD

HOUSING REHABILITATION PROGRAM

DATE: 10/15/2010

JOB NO: 2010-8-T11

OWNER(S) NAME: City of Englewood

PROPERTY ADDRESS: 4744 S. Galapago Street, Englewood, CO. 80110

TELEPHONE: 303-762-2350

Proposals to be entitled to consideration must be made in accordance with the following instructions:

1. Bid & Proposal: Each bidder must submit his/her bid on the attached forms with all lump sum prices filled in. All vacant spaces must be filled in. If all spaces are not filled in, it may be rejected as incomplete. Proposals shall be based on the Description of Work and Contract document.

2. Inconsistencies, Omissions, & Changes Pertaining to The Work: Any seeming inconsistencies, omissions, or changes by the Contractor must be inquired into at least 24hrs, prior to bidding. Decisions of major importance will be issued in the form of an "addendum". All addenda shall become a part of the Contract Document and receipt of the addendum must be acknowledged on the Bid and Proposal form.

3. Examination of the Site: Bidders shall carefully examine the site property before making their proposal.

4. Applicable Laws and Regulations: Each bidder will be familiar with all state and local laws, codes, ordinances, and regulations which may in any manner affect the work to be done or those to be employed in or about the work. No plea of misunderstanding or ignorance on the part of the bidder will in any way excuse such bidder of full compliance with such laws, codes, ordinances and regulations. Contractor is responsible for all licenses and fees.

5. Bid Opening Dates: Bids submitted after the due date may not be accepted. The total of the bid items must be consistent with the total bid. Additions, deletions, modifications on the Description of Work shall be cause for bid rejection. The Contractor shall initial all changes of the costs for bid items or Total Bid Cost.

6. Trade Names: Where trade names are used in the description of work, they are used only to establish a standard of quality, performance, or economy of operation. The use of such names shall not be considered as a restriction against similar products of equal quality. Products of equal quality may be used provided that the contractor submits proof of quality to the Rehab Specialist and the property owner prior to use. Otherwise, the contractor shall furnish and install all products as specified in the Description of Work.

City of Englewood
Community Development Department
Neighborhood Stabilization Program

Bid Tabulation **4744 South Galapago Street**					
Work Item	**Bellwether**	**Gil-Roy**	**AD&D**		
New Room Addition	$55,000.00	$84,000.00	$52,529.24		
Existing Structure Rehab					
Exterior Siding	$4,500.00	$3,000.00	$11,873.50		
Window Replacement	$3,675.00	$4,500.00	$5,320.00		
Re-Roof	$3,600.00	$7,500.00	$11,421.00		
Electrical Service Change, etc.	$3,800.00	$6,850.00	$9,120.00		
Waste and Drains	$2,800.00	$1,800.00	$3,955.00		
HVAC	$4,800.00	$6,000.00	$12,463.00		
Range Hood	$350.00	$350.00	$848.00		
Kitchen Structural	$2,100.00				
Kitchen Complete	$5,800.00	$13,000.00	$13,675.26		
Structural	$2,500.00	$1,500.00	$5,850.00		
Carpet Installation	$2,500.00	$2,500.00	$4,650.00		
Vinyl Floor Coverings	$2,700.00	$1,500.00	$2,820.00		
New Doors	$1,800.00	$1,300.00	$1,875.00		
Interior Surface & Trim Painting	$2,500.00	$2,500.00	$5,850.00		
Insulation	$800.00	$1,500.00	$2,500.00		
Covered Porch	$3,500.00				
TOTAL	**$102,725.00**	**$137,800.00**	**$144,750.00**		

11/16/2010

Description of Work
4744 S. Galapago

New Room Addition

Provide all labor and materials to construct a **new 2-bedrooms & bath** addition, approx. 18'6"x 24', to existing structure. The new addition shall be constructed on a crawl space per blueprints. Work to include complete frame, new roofing, new vinyl energy star windows, new vinyl siding, electrical, plumbing, heating, insulation, drywall (taped, textured, painted), interior trim & doors w/hardware, floor coverings, and gutters and downspouts. All wood material is to be painted, color per owner.
All work to be done in a good workmanlike manner and to be complete in every phase of construction and to conform to all 2006 Building Codes enforced by the City of Englewood. All work to be done per blueprints. All of the color and style selections are to be made by owner.

$_____

Existing house

Exterior Siding – to match new addition

Provide all labor & material to remove existing exterior siding & haul from premises. Provide and install Vinyl Siding to the entire structure. Installation to include foam backing & air blanket insulation, & Soffit & facia boards, & windows to be trimmed & wrapped with same Vinyl. Color is by owner, stock available.

$_____

Window Replacement

This work item requires "Lead Safe Work Practices"
Provide all labor and material to remove existing windows from all locations. Provide and install new Vinyl Thermal Energy Star replacement windows, with screens, to the same locations. New windows shall be Accent, Alumax, Byers, Alsco or an approved equal. Installation shall include all window components and trim and drywall and sill repair for a complete installation. Window replacement shall be same size as existing. Total of ____.

$_____

Re-Roof with Fiberglass Shingles and tie into new addition

Provide all labor to remove all roofing materials down to the sheathing. Haul all debris from premises. If sheathing is 1x spaced sheathing then replace any rotten or broken sheathing boards and provide and install new 3/8" plywood sheathing to entire roof.. Provide and install per Manufactures recommendations new 235# Fiberglass 3-Tab Self-Seal Shingles to entire roof. Materials are to be Tamco, GAF, or an approved equal. Color is by owner, stock available. Provide and install 26 GA. metal roofs edging to all roof edges. All work shall meet the requirements of the 2006 IBC.

$_____

Electrical:

Service Change – tie into new addition panel

Note: Contractor is required to call Xcel and get a closed loop service number prior to disconnecting service loop and pulling meter.

Partial Rewire

House has had some rewiring done previously. Provide all labor needed to completely remove any remaining knob and tube, BX cable, two-wire romex, and any hazardous wiring. Haul all debris from premises.
Provide and install new wiring, switches, outlets, and fixtures, where needed and per owner.

New Wiring

Provide and install all new wiring to entire structure. Bathroom and kitchen is to have full GFI protection. Provide for 220V range (unless existing is gas operated), refrigerator, food disposal and 110V/220V laundry facility at same location. Provide for switched exterior lighting at front and rear doors. Provide for low voltage builders chimes. Add circuit for microwave.

New Devices

Provide and install all new receptacles, switches, fixtures and cover plates. All fixtures to be ceiling mounted, drum type. Fixture allowance is not to exceed $45/unit.

Smoke Detectors

Provide and install 117v AC smoke detectors as required.

ALL WORK TO CONFORM TO N.E.C. 2005 AND ALL STATE AND LOCAL CODES.

ELECTRICAL TOTAL $_____

PLUMBING: (All work to be done per 2006 IPC)

Waste and Drains

Provide all labor needed to remove all existing lead and galvanized wastes and drains from entire structure. Haul debris from basement/crawl space and attic, etc. and remove from premises.
Provide and install all new waste and drains to the same locations in the kitchen, bathrooms and laundry and where needed.

$_____

HVAC

Forced Air Heating/AC System

Provide all labor and material to remove the existing heating system from the premises and dispose of properly. Provide and install a new forced air gas furnace/AC. Installation shall include a **new perimeter balanced ductwork system for old and new house**, new Vent to Roof, electrical circuit, controls, gas supply shut-off, drip leg, and all other components for a complete installation. (Existing ductwork may be re- used). Work to conform to 2006 IMC

HEATING TOTAL $_____

Range Hood

Install a range hood over existing range and vent thru roof. Work to include electrical and duct work for a complete installation.

$_____

Structural to Kitchen

Provide labor to remove existing floor and joist in kitchen and old porch walls, floor, and roof. Provide and install new floor joint to same location. Joist size to be determined on job site, to match living room floor height. Work to include subfloor T&G ¾" OSB plywood to new floor joist. Frame new exterior walls for new kitchen per drawings. Work is to include electrical, insulation, drywall complete and trim and paint.

Kitchen Complete

Provide all labor and materials to remove existing kitchen cabinets and countertops. Provide and install new medium quality cabinets (solid wood fronts & doors with particle board cabinet) per new drawing location. Work to include any wall repair needed and paint entire kitchen.
Provide and install new laminate countertops, bull nose edging with 4" back splash, to new cabinets. Style and color by owner.

$_____

STRUCTURAL All work to meet 2006 IBC

Provide all labor and materials to move interior walls per blueprints. Work to include wall and ceiling insulation, electrical, plumbing, heating, drywall taped and textured and painted, and floor coverings and base trim. All of the color and style selections are to be made by owner.

$_____

Carpet Installation

Provide all material and labor to install new, continuous filament, nylon carpet and approved 1/2" Re-Bond pad over the entire floor areas of **Living, Dining, Bedrooms, and Hall and Family room.** Carpeting shall be **min 35oz**. Nylon, Shawnee, Firth, Burke or an approved equal. All work shall comply with the manufacturer's recommendation. Adjust all doors to fit new carpet. Owner is to approve style and color. Approx. __yds.

$_____

Vinyl Floor Coverings – Kitchen-new bath-new entry

Provide all labor and material to prepare the appropriate floor area to a sound and smooth condition. Provide and install new approved underlayment to the same area and new medium quality vinyl sheet goods to the same area. New floor coverings shall be Armstrong, Antico, or an approved equal. Installation shall be in accordance with manufacture's specifications. Color and style is by owner, stock available. Contractor shall install base or cove molding as required.

$_____

New Doors

Provide and install new 6-panel HC doors and hardware to all **bath, closet, and bedroom doors**.
Work to include enlarging opening in 2 bedroom closets to a 3068 swing door with hardware and trim to match.

$_____

Repair Surfaces and Paint Interior Trim

Provide all labor and material to properly repair and prepare all the interior trim and/or doors for painting. Repaint the areas indicated with a professional grade semi-gloss Bear, Moore, Pittsburgh, Kwal, or equal. Preparation and application shall comply to manufacture s recommendation. Color by owner.

$_____

Insulation

Insulation (Attic)
Provide and install insulation to the entire attic of the existing structure. Insulation shall provide a minimum R-factor of R-36. The R-Factor shall be shown on a tag permanently affixed in a noticeable place near the attic access. Approx. 850 sqft. Provide ventilation for attic area per 2006 IBC. Building Dept. inspection required.

$_____

ALL WORK PERFORMED SHALL CONFORM TO THE 2006 INTERNATIONAL RESIDENTIAL BUILDING CODE, AS AMENDED.

Bidder:_____

Address:_ _____

Telephone: _____Pager#_____

OWNER(S) NAME: City of Englewood

PROPERTY ADDRESS: 4744 S. Galapago Street, Englewood, CO. 80110

TELEPHONE: 303-762-2350

Having read this Invitation to bid and Instructions to bidder, we bid the following:

Contractor Bid $_____(without permit fees)

Date Submitted:_____

Earliest Start Date:_____

Time Required to Complete:_____

Return to:
City of Englewood
Steve D. Ozburn
1000 Englewood Parkway
Englewood, CO. 80110
303-762-2350

Submitted by:_____
(Official)

_____
(Title)

(Phone)

CERTIFICATE OF LIABILITY INSURANCE

OP ID TF
BELLW-1

DATE (MM/DD/YYYY) 06/22/10

PRODUCER

Phil Broncucia Agency
1970 Kipling Street
Lakewood CO 80215
Phone: 303-238-7341 Fax: 303-238-7345

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Navigators Insurance Company	42307
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

Bellwether Construction Comp.
Sheryl Wylie
5751 W. 7th Ave.
Lakewood CO 80214

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	0510116392	05/20/10	05/20/11	EACH OCCURRENCE	$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50000
						MED EXP (Any one person)	$ 5000
						PERSONAL & ADV INJURY	$ 1000000
						GENERAL AGGREGATE	$ 2000000
						PRODUCTS - COMP/OP AGG	$ 2000000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE				EACH OCCURRENCE	$
						AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITYENL

City of Englewood
1000 Englewood Parkway
Englewood CO 80110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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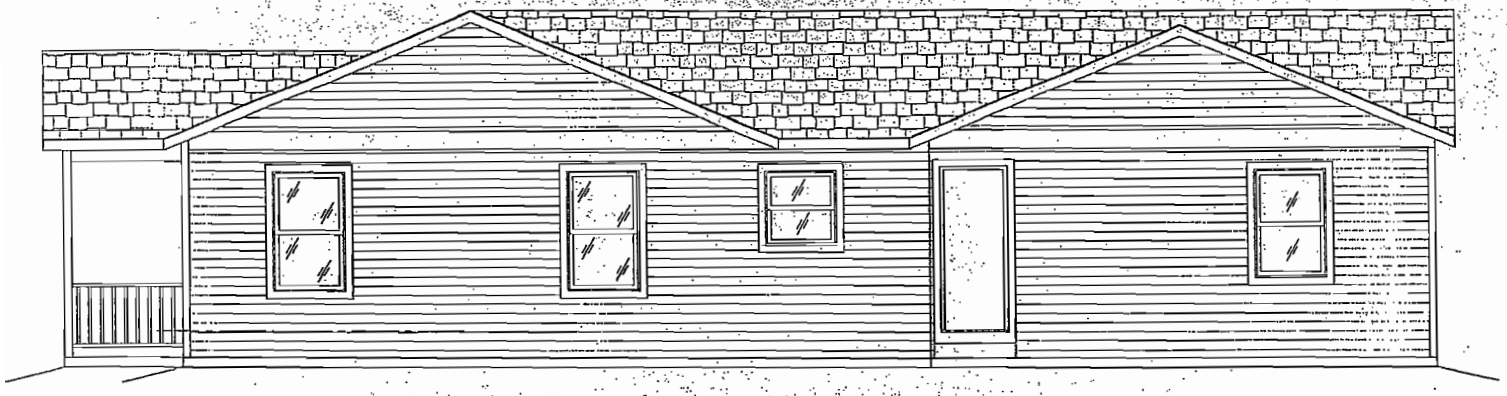
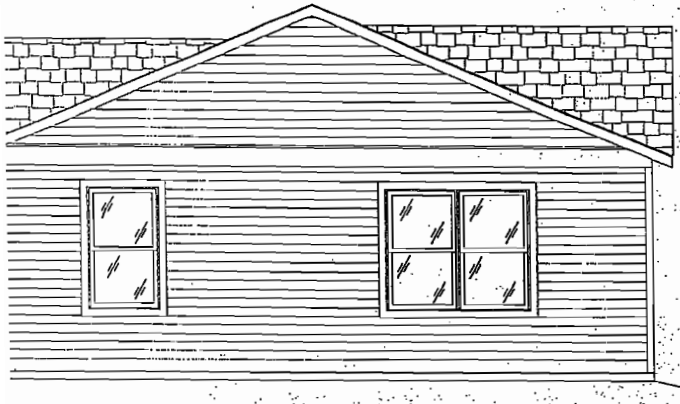


RIGHT ELEVATION

SCALE: 1/4" =1'-0"

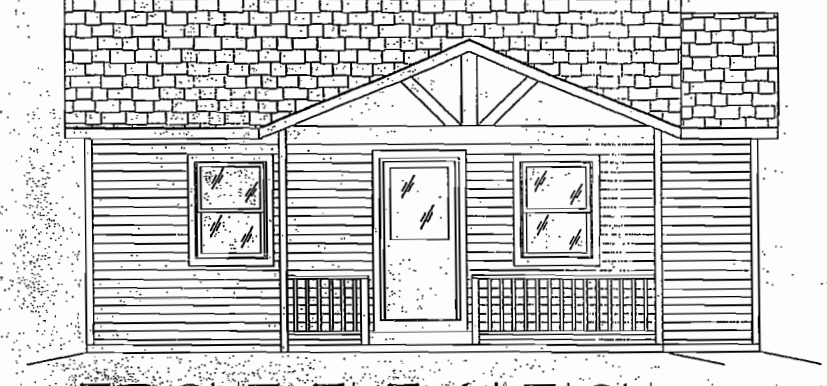
LEFT ELEVATION

SCALE: 1/4" =1'-0"



REAR ELEVATION

SCALE: 1/4" =1'-0"



FRONT ELEVATION

SCALE: 1/4" =1'-0"

PROJECT GENERAL NOTES:

1. ALL CONSTRUCTION TO BE COMPLETED PER GOVERNING CODES.
2. ALL EXTERIOR WALLS TO BE 2x4 STUDS (DRAWN AS 3 1/2"). ALL INTERIOR WALLS TO BE 2x4 STUDS (DRAWN AS 3 1/2") UNLESS NOTED OTHERWISE ON THESE PLANS.
3. ALL GLASS 18" A.F.F. OR LESS AND IN OTHER HAZARDOUS LOCATIONS IS TO BE TEMPERED.
4. PROVIDE BLOCKING AT ALL CLOSET RODS AND SHELF AND BRACKET LOCATIONS, ALSO HANDRAILS, SHOWER ENCLOSURES AND DOORS, AND TUB ENCLOSURES.
5. SEE STRUCTURAL PLANS FOR ALL STRUCTURAL NOTES, SIZES, AND DETAILS.
6. SEE ENGINEER'S FOUNDATION PLAN FOR FOUNDATION DESIGN AND DETAILS.
7. PROVIDE 26 GA. FLASHING BETWEEN EXTERIOR CONCRETE SLABS AND WOOD FRAMING.
8. PROVIDE ROOF JACKS AND SOFFIT VENTS TO PROVIDE 1:300 OF ATTIC AREA AS VENTS.
9. GUTTERS AND DOWNSPOUTS (NOT SHOWN): INSTALL GUTTERS AT ALL HORIZONTAL FASCIAS PER CODE, WITH ONE DOWNSPOUT PER 25-FEET OF GUTTER MAX.
10. ALL WINDOWS ARE DIMENSIONED BY GLASS-SIZE. VERIFY ALL SILL HEIGHTS TO ACCOMMODATE CABINETS AND ROOF CONNECTIONS.
11. ALL DOOR AND WINDOW HEADERS TO BE 6'-8" UNLESS OTHERWISE NOTED.

D.D. DRAFTING

P.O. BOX 15
FRANKTOWN, CO 80116
PHONE 303-688-3866

FOR: CITY OF ENGLEWOOD

ELEVATIONS

PROPOSED STRUCTURE AT:

4744 GALAPAGO STREET
CITY OF ENGLEWOOD

DRAWN BY: D. G.

DATE DRAWN: 09/04/10

REVISIONS: 09/27/10

JOB NUMBER: 10-046

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION SPECIFYING AID TO OTHER AGENCIES FOR 2011 BY THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, City Council of the City of Englewood, Colorado discussed the appropriations for aid to other agencies for the year 2011 at the Study Session on December 6, 2010;

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

Section 1. The following designations are hereby made to the appropriations in the 2011 Budget of the City of Englewood, Colorado for aid to other agencies;

SOURCE OF FUNDS:

Total 2011 Budget for Aid to other Agencies	$23,974.00

DESIGNATIONS FOR USE:

Metropolitan Mayors and Commissioners Youth Award	$ 425.00
Arapahoe Philharmonic	$ 213.00
Arapahoe Santa Claus Shop	$ 425.00
Beacon Center	$ 213.00
Cornerstone Free Methodist Church	$ 1,445.00
Doctor's Care	$ 850.00
Englewood Cultural Arts Center Assoc.	$ 425.00
EHS After Prom	$ 383.00
Food Bank of the Rockies	$ 1,148.00
Freedom Service Dogs	$ 850.00
Gateway Battered Women's Shelter	$ 850.00
Hospice of Denver	$ 765.00
Inter-Faith Task Force	$10,200.00
Living Branch Community Fellowship	$ 383.00
Meals on Wheels	$ 1,700.00
Special Olympics Program	$ 574.00
Up Close and Musical	$ 2,125.00
Discretionary	$ 1,000.00
Total	$23,974.00

ADOPTED AND APPROVED this 20th 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