



**AGENDA FOR THE
ENGLEWOOD CITY COUNCIL
STUDY SESSION
MONDAY, MAY 23, 2011
COMMUNITY ROOM
6:00 P.M.**

- I. **SBE BID Marketing Campaign**
Members of the South Broadway Englewood Business Improvement District will discuss their marketing campaign.
- II. **Rezoning process for 3200, 3300, 3400 So. Grant & 3200 So. Sherman Sts.**
Community Development Director Alan White will discuss the rezoning process for 3200, 3300, 3400 South Grant Street and 3200 South Sherman Street.
- III. **Broadway/Quincy Traffic Signal Rebuild**
Public Works Director Rick Kahm and Traffic Engineer Ladd Vostry will discuss the Broadway/Quincy Traffic Signal rebuild.
- IV. **Union Avenue Bridge Repair**
Public Works Director Rick Kahm and Engineering/Capital Projects Administrator Dave Henderson will discuss the Union Avenue Bridge repair.
- V. **South Santa Fe Lights**
Public Works Director Rick Kahm will discuss lights on South Santa Fe Drive.
- VI. **DOE Grants**
Public Works Director Rick Kahm and Fleet Administrator/ServiCenter Manager Pat White will discuss possible grants from the Department of Energy to construct infrastructure for charging stations for electric vehicles.
- VII. **City Council E-Packets**
Information Technology Director Jeff Konishi will discuss the City Council E-Packets.
- VIII. **Citizen Notification Process/Informing Citizens**
City Council will discuss the process for informing citizens and citizen notification.

Please Note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood, 303-762-2407, at least 48 hours in advance of when services are needed. Thank you.

- IX. **City Manager's Choice**
 - A. Medical Marijuana Fees
- X. **City Attorney's Choice**
- XI. **City Council's Choice.**



CITIZENS OF ENGLEWOOD!

-SAVE THE DATE-

EATS & BEATS

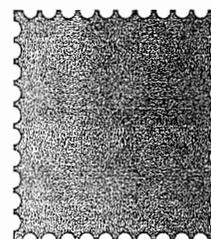
FOOD AND MUSIC FESTIVAL

SATURDAY, JUNE 25TH - NOON-10 PM

SOUTH BROADWAY & WEST FLOYD AVE.

Don't miss a new summer outdoor concert featuring The Samples, Nathaniel Rateliff, and a host of additional bands. A free event, Eats & Beats will feature live music, bites and meals for a range of taste buds, cool beverages from popular local breweries and wineries, a whiskey tent, and more than 150 surrounding retailers and restaurants.

PRESENTED BY THE





BUSINESS ON THE MILE

Grow your business on The South Broadway Mile -- either by expanding your current location or relocating to the area. When you open a business on The South Broadway Mile you open yourself up to a new retail experience.

The South Broadway Mile is part of the South Broadway Englewood Business Improvement District (BID). The BID was created to provide existing and new businesses with the marketing programs and area infrastructure needed to succeed today.

Visit www.thesouthbroadwaymile.com to download the real estate packet and view available leasing opportunities.

THE SOUTH BROADWAY MILE NEWSLETTER & EVENTS

Visit www.thesouthbroadwaymile.com to register for The South Broadway Mile Newsletter with information on events, new businesses and local promotions. Thanks for supporting The South Broadway Mile!



THE SOUTH BROADWAY MILE.COM

Paid for by the

South Broadway Englewood BID

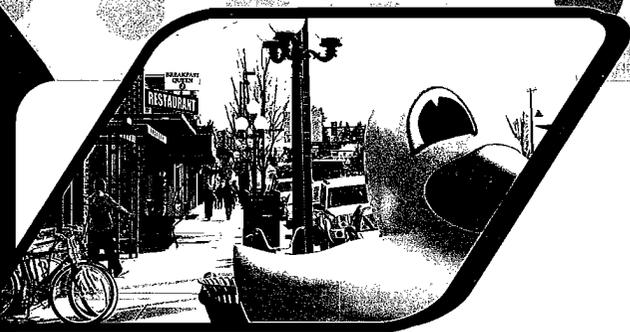
**3476 South Broadway
Englewood, CO. 80013**

Additional information available at
www.Englewoodgov.org

The
SOUTH BROADWAY
Mile!
150 SHOPS...
ONE CLASSIC MILE!



**BUSINESS
DIRECTORY
2011**



ONE MILE, 150 SHOPS

Welcome to The South Broadway Mile, a retail and dining destination with more than 150 shops, restaurants and entertainment options. A regional destination, The South Broadway Mile is where mainstreet never meets mainstream -- as seen in the variety of long standing independently owned shops and businesses throughout the area. Convenience and customer service are at the core of The South Broadway Mile experience creating a niche as the destination for dining and shopping and, in some cases, a complete retail adventure.

PLAN YOUR VISIT

Centrally located in downtown Englewood, Colo. (and just 5 miles from downtown Denver) The South Broadway Mile offers the convenience of neighborhood retail combined with customer service and specialty shopping.

Accessing The South Broadway Mile is easy with free on-street parking as well as complimentary parking lots available behind most stores. Public transportation includes bus service from Downtown Denver on RTD Route 52 and the Englewood Station Light Rail stop (Route 101, C-Line) is just six blocks west of The South Broadway Mile.

Visit www.thesouthbroadwaymile.com for a map and specific store locations, information and events.

 **WOODEN SPOOLS**
Quilting, Knitting & More!

A Whole New Concept! New & Revived Quality Fabric
Fantastic Selection of Yarn

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303-761-9231

Weekdays: 10:00am-6:00pm
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Sunday: Classes (as scheduled)

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Breakfast on Broadway
C A F E

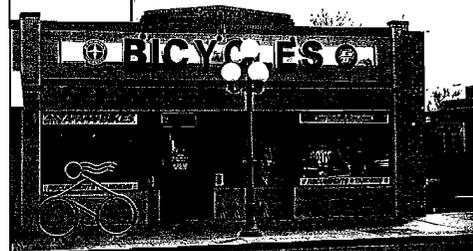
What's cookin'?

BRUNCH • LUNCHEON • BILKOBODY TREATS

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www.breakfastonbroadway.com

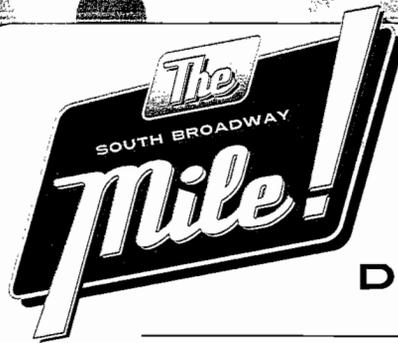
Any And All Bikes
3490 South Broadway • 303.995.3731
anyandallbikes.com

BICYCLES



Colorado Shaver Center
Anderson's Vacuum & Sewing Center
Established 1947

10% OFF WITH THIS AD
(303)781-3001
3424 S. Broadway • Englewood, Colorado 80113



2011 BUSINESS DIRECTORY

AUTO SALES, REPAIRS & SERVICE

- 1 Advanced Auto Parts • 3191 S. Broadway • 303.789.6071
- 2 Astro Imports • 3250 S. Broadway • 303.781.8682
- 3 Autohut • 2840 S. Broadway • 303.781.3947
- 4 Babcock's Fast Pit Stop • 3298 S. Broadway • 303.781.0302
- 5 BR Auto Glass • 2842 S. Broadway • 303.777.2573
- 6 Broadway Conoco • 3298 S. Broadway • 303.781.3351
- 7 Car Buying Simplified • 2795 S. Broadway • 303.742.2277
- 8 Champagne Motors LTD • 2900 S. Broadway • 303.761.7000
- 9 Englewood Driveshaft Inc • 3364 1/2 S. Broadway • 303.781.0554
- 10 Englewood Self Service • 3200 S. Broadway
- 11 Jeff's Automotive • 3000 S. Broadway • 303.761.8864
- 12 Johnny's Auto Pawn & Sales, Inc. • 3215 S. Broadway • 303.788.0870
- 13 Legacy Auto 1 • 3247 S. Broadway • 303.455.3846
- 14 Safari Super Car Wash • 2766 S. Broadway
- 15 Scooters On Broadway • 2881 S. Broadway • 720.242.9405
- 16 Smart Center Denver • 2855 S. Broadway • 303.597.6278
- 17 Western Fleet Resale • 3232 S. Broadway • 303.789.6625

CLOTHING/TAILORS

- 18 Alexander Leather and Furs • 3437 S. Broadway • 303.934.7940
- 19 Army Navy Surplus Outlet • 3512 S. Broadway • 303.789.1827
- 20 Community Service Apparel • 3356 S. Broadway • 720.398.9727
- 21 Creme de la Couture • 3040 S. Broadway • 303.781.5577
- 22 Dress For Less Clothiers • 3045 S. Broadway • 303.761.0560
- 23 Heritage Liquidation Market • 2749 S. Broadway • 303.806.0222
- 24 Kaufman's Tall & Big Shop • 3395 S. Broadway • 303.761.6000
- 25 Luba's Tailor • 3342 S. Broadway • 303.761.3156
- 26 Walk Inn / Run Inn Shoes • 3139 S. Broadway • 303.399.6222
- 27 Ted's Clothiers • 3476 S. Broadway • 303.781.1382
- 28 Yellow Rose Consignment Boutique • 3431 S. Broadway • 303.789.5324

CONVENIENCE

- 29 7-Eleven • 3131 S. Broadway • 303.761.4531

HOBBY/CRAFT

- 30 Bonnie Brae Hobby Shop • 3421 S. Broadway • 303.806.6526
- 31 Orr's Trading Company • 3422 S. Broadway • 303.722.6466
- 32 Rocky Mountain Bead Trader • 2750 S. Broadway • 303.781.2657
- 33 Wooden Spools • 2805 S. Broadway • 303.761.9231

HOME FURNISHINGS

- 34 Anderson's Vacuum & Sewing Center • 3424 S. Broadway • 303.781.3001
- 35 Becker Used Appliance • 2729 S. Broadway • 303.781.0146
- 36 Everything Hot Tubz • 2823 S. Broadway • 303.806.9400
- 37 Howard Furniture and Upholstery • 2756 S. Broadway • 303.762.0468
- 38 Mattress King • 3299 S. Broadway, Unit A • 303.789.7545
- 39 Rocky Mountain Clocks • 2739 S. Broadway • 303.789.1573
- 40 Wagner's Furniture • 3400 S. Broadway • 303.789.4206

LODGING

- 41 Wright Motel • 3020 S. Broadway • 303.761.4815

MEDICAL & DENTAL

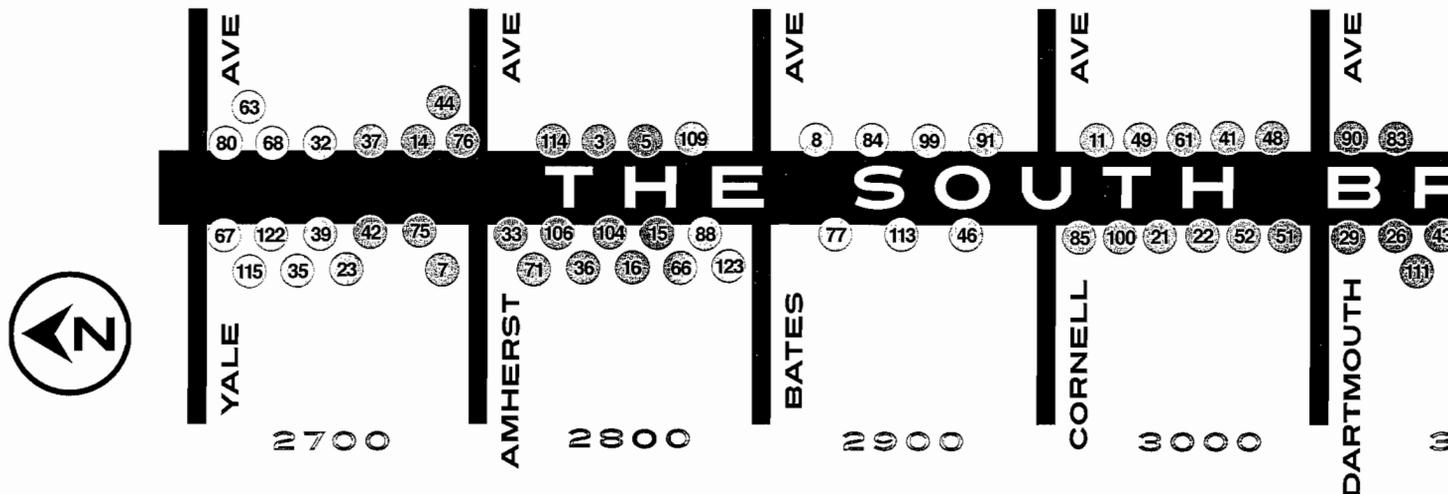
- 42 Alchemical Hypnosis • 2775 S. Broadway • 303.789.0646
- 43 All State Medical Supplies and Home Health Service • 3157 S. Broadway • 303.761.1314
- 44 Comfort Dental • 2780 S. Broadway • 303.783.0100
- 45 Happy Way Group • 3159 S. Broadway • 303.781.1933
- 46 Kaiser Permanente • 2955 S. Broadway • 303.788.0121
- 47 Vision Outfitters • 3350 S. Broadway • 303.781.5152
- 48 Walgreens • 3080 S. Broadway • 303.761.1518
- 49 Willis, Lawrence M. DDS • 3012 S. Broadway • 303.789.1655

MUSIC & ART

- 50 Acoustic Music Revival • 3445 S. Broadway • 303.744.1737
- 51 Digital Media Innovations • 3065 S. Broadway • 303.873.1100
- 52 Frame de Art II • 3065 S. Broadway • 303.722.1525
- 53 Glass Warehouse • 3487 S. Broadway • 303.781.0026
- 54 Gothic Theatre • 3263 S. Broadway • 303.951.6705

NON PROFIT/GOVERNMENT

- 55 City of Englewood • 1000 Englewood Parkway • 303.762.2300
- 56 Englewood Education Foundation • 3501 S. Broadway



Please Note: Map scale and placement of businesses is approximate. Even address number businesses are located on the Ea

- 57 Greater Englewood Chamber of Commerce • 3501 S. Broadway • 303.789.4473
- 58 The South Broadway Mile! (BID Office) • 3476 S. Broadway
- 59 U.S. Post Office • 3330 S. Broadway • 303.806.8749

PROFESSIONAL SERVICES

- 60 Access Printing • 3384 S. Broadway, Unit B • 303.789.7636
- 61 American Family Insurance • 3018 S. Broadway • 303.788.1632
- 62 Bank of Choice • 3501 S. Broadway • 303-761-1052
- 63 Broadway Law Firm • 2700 S. Broadway, Suite 300
Dominique G. Cook - 303.905.1279 / Steven E. Cook - 720.252.466
- 64 Colorado Shaver Center / Anderson's Vacuum • 3424 S. Broadway • 303.789.3411
- 65 Margarite Shling & Co. • 3161 S. Broadway
- 66 Metropolitan Title and Escrow • 2881 S. Broadway • 303.565.5050
- 67 Money Tree Pay Day Loans • 2705 S. Broadway • 303.806.6669
- 68 Signs on Broadway • 2738 S. Broadway • 303.761.1058
- 69 Sir Speedy Printing and Copying • 3460 S. Broadway • 303.761.4848
- 70 State Farm Insurance • 3384 S. Broadway, Unit A • 303.761.1793
- 71 The Custom Foot • 2807 S. Broadway • 303.761.4002

RELIGIOUS

- 72 Catholic Store • 3398 S. Broadway • 303.762.8385
- 73 Christian Used Books • 3438 S. Broadway • 303.789.0305
- 74 First Baptist Church of Englewood • 3190 S. Broadway • 303.781.5519
- 75 Isis Books and Gifts • 2775 S. Broadway • 303.761.8627

RESTAURANTS & FOOD

- 76 Bites • 2796 S. Broadway • 720.382.1272
- 77 Breakfast on Broadway • 2901 S. Broadway • 303.788.9998
- 78 Breakfast Queen #2 • 3454 S. Broadway • 303.761.9800
- 79 Café 180 • 3315 S. Broadway • 303.761.4510
- 80 Colore Pizzeria Moderna • 2700 S. Broadway • 303.761.4332
- 81 El Tepehuan Restaurant • 3457 S. Broadway • 303.781.0243
- 82 Englenook • 3470 S. Broadway • 303.788.1770
- 83 Jalapenos Authentic Mexican Food • 3120 S. Broadway • 303.781.5525
- 84 Jimano's Pizza • 2950 S. Broadway • 303.789.0909
- 85 Jimmy John's • 3001 S. Broadway • 303.781.6111
- 86 King Soopers • 101 Englewood Pkwy # A • 303.761.0013
- 87 Lenny's Sub Shop • 3299 S. Broadway, Unit C • 303.789.1048
- 88 Magnet Inn • 2893 S. Broadway • 303.781.5262
- 89 Moe's B-B-Q • 3295 S. Broadway • 303.781.0414
- 90 Original Hamburger Stand • 3100 S. Broadway • 303.762.9110
- 91 Panda Express • 2990 S. Broadway • 303.789.9682

- 92 Paradox • 3467 S. Broadway • 303.789.9777
- 93 Pete's Café • 3484 S. Broadway • 303.789.4700
- 94 Ricco's Pizzeria • 3500 S. Broadway • 303.781.0541
- 95 Saigon Palace • 3495 S. Broadway • 303.789.3500
- 96 Smash Burger • 3299 S. Broadway, Unit B • 720.961.4284
- 97 Starbucks • 3319 S. Broadway • 303.788.1939
- 98 The Culinary Group Catering • 3480 S. Broadway • 303.789.2224
- 99 Trompeau Bakery • 2950 S. Broadway • 303.777.7222
- 100 Twin Dragon Chinese Restaurant • 2950 S. Broadway • 303.781.8068

RETAIL

- 101 Danny Cash Hot Shop • 3378 S. Broadway • 888.346.8728
- 102 Edward's Pipe & Tobacco Shop • 3441 S. Broadway • 303.781.7662
- 103 Farris Survival • 3366 S. Broadway • 303.781.0343
- 104 Key Wireless • 2839 S. Broadway • 303.953.8652
- 105 Neighborly Thrift Shop • 3360 S. Broadway • 303.789.1443
- 106 Pawn Bank • 2815 S. Broadway • 303.762.8096
- 107 Quacker Gift Shop • 3440 S. Broadway • 303.789.3825
- 108 ReNew • 3473 S. Broadway • 303.999.2000
- 109 Smoke Signals • 2880 S. Broadway • 303.781.3533
- 110 South Broadway Tropicals • 3372 S. Broadway • 303.762.1856
- 111 The Violet Showcase • 3147 S. Broadway • 303.761.1770

SALONS/BARBER/BEAUTY

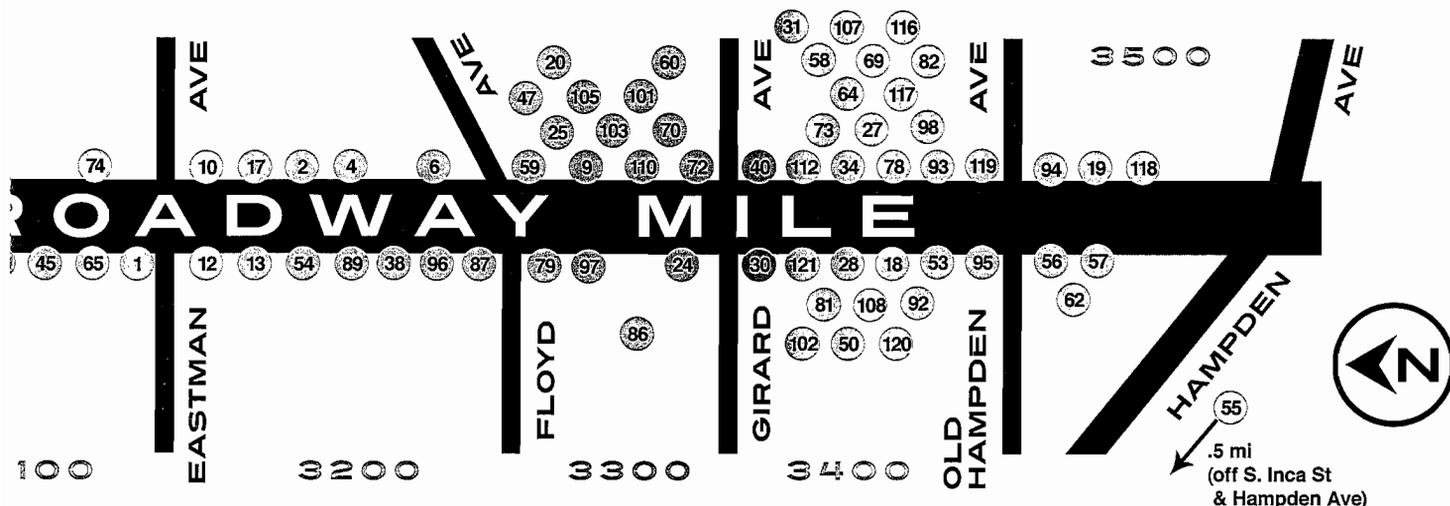
- 112 El Pelo Hairstyling • 3438 S. Broadway • 303.761.5478
- 113 Expo Salon • 2911 S. Broadway • 303.783.9814
- 114 Roffler Barber and Hair Stylist / Styles by Susan • 2824 S. Broadway • 303.722.2702
- 115 Salon Centric Professional Beauty Partners • 2709 S. Broadway #A & B • 303.781.2373
- 116 Sam Hill's Barber Shop • 3456 S. Broadway • 303.761.4138

SPORTING GOODS/SERVICES

- 117 Any And All Bikes • 3444 S. Broadway • 303.995.3731
- 118 Army Navy Surplus • 3524 S. Broadway • 303.789.1827
- 119 High Plains Arms • 3490 S. Broadway • 303.762.1911
- 120 M W Reynolds Traditional County Sports • 3463 S. Broadway • 303.761.0021
- 121 Rocky Mountain Budokan • 3427 S. Broadway • 303.781.5334

WINE & SPIRITS

- 122 Englewood Wine & Spirits • 2709 S. Broadway • 303.789.9556
- 123 M D Liquor • 2895 S. Broadway • 303.781.4456



West side of The South Broadway Mile. Odd address number businesses are located on the West side of The South Broadway Mile.



AGENDA
South Broadway Englewood Business Improvement District
Meeting May 23, 2011
Englewood City Council

**SOUTH BROADWAY
ENGLEWOOD BID**

PRESIDENT

Ted Vasilas
Ted's Clothiers
3476 S. Broadway 80113
303.781.1382

VICE PRESIDENT

Bob Laughlin
Acoustic Music Revival
3445 S. Broadway 80113
303.744.1737

SECRETARY

Vicki Skigen
PawnBank
2815 S. Broadway 80113
720.280.5092

TREASURER

Brian A. Hart
Frame De Art II
3065 S. Broadway 80113
303.722.1525

MEMBERS

Bryan Reid
Edward's Tobacco Shop
3439 S. Broadway 80113
303.781.7662

Gary Oxman
Wagner's Furniture
3400 S. Broadway 80113
303.789.4206

Joe Kubik
Jimano's Pizzeria
2950 S. Broadway 80113
303.789.0909

The BID has adopted a new identity and logo: the "South Broadway Mile."

The first of quarterly newsletters has been emailed and mailed to business and property owners in the BID.

A Business Watch has been established with the Englewood Police Dept. and a liaison has been appointed within the BID.

The new BID web site is up and running.

A gateway sign has been designed and the process is underway to install the signs at the entrance and exit of the BID area.

"Englewood Eats and Beats" is moving along. The musical lineups are in the final stages of confirmation as are the food and merchandise vendors for the event. Posters, postcards and banners are available, although the postcards and posters will be redone due to some errors in typesetting.

The "Eats and Beats" needs more volunteers from the civic and government bodies of Englewood. We have volunteer forms with us and need all the volunteers we can get.

The BID would like to request City Council approve a Side Walk Sale for the day of June 25th to co-inside with the festival.



MEMORANDUM

To: Mayor Woodward and Council Members
Thru: Gary Sears, City Manager
 Alan White, Community Development Director ✓
From: Tricia Langon, Senior Planner ✓
Date: May 23, 2011
Subject: Rezoning Process

Any change affecting the zone classification of a property is called a rezoning and requires an "Official Zoning Map Amendment". Section 16-2-7 of the Englewood Municipal Code allows for three types of rezonings: Planned Unit Development (PUD), Transit Station Area (TSA), and Base District. Though each has specific requirements related to minimum land area and approval criteria, the procedure for all rezonings is the same as shown in Table 16-2-2.1, below:

TABLE 16-2-2.1: SUMMARY OF DEVELOPMENT REVIEW AND DECISION-MAKING PROCEDURES										
Procedure	Section Ref.	Pre-App. Mtg. Req'd	Review (R) Decision-Making (D) or Appeal (A) Bodies				Notice Required			Lapsing Period
			CM/D	PC	CC	BAA	Pub	Mail	Post	
Official Zoning Map Amendments (Rezoning)	16-2-7	✓	R	R	D		✓		✓	None
PUD and TSA Rezoning	16-2-7	✓	R	R	D		✓		✓	None

A property owner or authorized agent may apply to rezone land in the City. The City (Planning and Zoning Commission or Council) may also initiate rezoning with or without an application from affected property owners. The timeframe to complete a rezoning application is approximately six months.

Rezoning Process

1. Pre-Application Conference. Meeting with City staff to review requirements and process.
2. Pre-Application Neighborhood Meeting. An opportunity for the applicant to describe the proposal as well as for area residents and property owners to offer input about the proposal at an early stage.

- Notice: Mailed by the applicant to owners of property within the area to be rezoned and property owners within five hundred feet (500') of the perimeter of the proposed rezoning. The notice must be mailed via first class mail at least ten (10) days prior to the meeting.
3. Application: Application submittal along with all required documents and fees.
 4. City Review. Development Review Team (DRT) reviews and provides written comments. The City may also refer the application to outside agencies.
 5. Staff Report. Review of procedural requirements and criterion and recommendation by Community Development Department.
 6. Notice (of Public Hearing).
 - Publication: Published at least ten (10) days prior to the hearing
Englewood Herald
City website
 - Posting: Posted on the subject property for at least 10 consecutive days prior to the hearing. In cases where the rezoning does not involve a specific property (i.e. area-wide rezoning) no posted notice is required.
 - Email: Public hearing date and time included on agenda that is emailed when Planning and Zoning Commission packet is sent to members. This notice is not a requirement; it goes to people signed up for E-Notifier.
 7. Planning and Zoning Commission Review. Commission conducts Public Hearing, takes public testimony, reviews application for compliance with criteria established in the UDC, and makes recommendation (approve, approve with conditions, or deny) to City Council.
 8. Findings of Fact. Written statement of Commission's findings, conclusions, and recommendation regarding relevant issues of fact or law related to the application.
 9. First Reading. Introduction of Bill for Ordinance; Council sets public hearing date.
 10. Notice (of Public Hearing).
 - Publication: Published at least ten (10) days prior to the hearing
Englewood Herald
City website
 - Posting: Posted on the subject property for at least 10 consecutive days prior to the hearing. In cases where the rezoning does not involve a specific property (i.e. an area-wide rezoning) no posted notice is required (16-2-3:C2).
 - Email: Public hearing date and time included on agenda that is emailed when Council Packet is delivered. This notice is not a requirement; it goes to people signed up for E-Notifier.

11. Public Hearing. Council conducts Public Hearing, takes public testimony.
12. Second Reading. Council reviews and discusses the Bill for Ordinance and votes to approve, approve with conditions, or deny.
13. *Publication. Publication of Bill for Ordinance as approved by Council. Published the Friday after Council Approval.
14. *Referendum Period. Thirty (30) day period following final publication in which anyone aggrieved by Council action may appeal to District Court.
15. *Effective Date. If no appeals are filed, the rezoning become effective 30 days after the final publication.

* If the Bill for Ordinance is approved by Council

Envisioned Rezoning Process for Medical District – Phase 2

(To include zoning reforms for Subareas 2, 3 and 5)

Prior to the official rezoning application:

- Stakeholder meeting(s)
- Planning and Zoning Commission study session (Sub-areas 2, 3 & 5)
- Council study session (Sub-areas 2, 3 & 5)
- Presentations of alternate rezoning proposals (Council, PZC, stakeholders)

(These steps could be repeated or reordered depending upon the need to resolve issues.)

The official rezoning process begins with:

- Neighborhood meeting with required mailed notification to involved property owners and owners of property within 500 feet of the areas to be rezoned.
- Formal application by the City.
- Process continues through the steps outlined above to completion.

MEMORANDUM



TO: City Council

THROUGH: Gary Sears, City Manager

THROUGH: Rick Kahm, Director of Public Works ✓

FROM: Ladd Vostry, Traffic Engineer ✓

DATE: May 18, 2011

SUBJECT: BROADWAY AND QUINCY SIGNAL REBUILD

Public Works is in the process of upgrading the City's signalized intersections to ensure a safe, efficient and quality infrastructure. There are two traffic signals along the Broadway corridor yet to be upgraded, Broadway and Mansfield, and Broadway and Quincy. Staff plans to rebuild the Quincy traffic signal later this year. The existing signal is obsolete (about 35 years old) with substandard poles and mast arm structures, and small 8 inch signal indications. The pole bases have been hit by vehicles numerous times, resulting in potential structural damage. Additionally, pedestrian signal indications for crossing Quincy are missing on both east and west sides of Broadway. To keep installation costs to a minimum, we plan, as always, to structure this work as a cooperative project between the City and the selected contractor. **Funding is available in the Transportation System Upgrade account in the Public Improvement Fund.**

Unfortunately, the lack of available public ROW, along with existing utilities conflicts, created the necessity to obtain a transportation easement to complete the work. Pending a forthcoming easement agreement with the Bank of the West (southwest corner) (30 square feet of permanent transportation easement and 35 square feet of temporary construction easement), staff anticipates completing the Quincy signal project by the end of September. Please see the attached aerial photo.

With Council's concurrence, staff plans to present a recommendation for approval of a Bill for an Ordinance regarding transportation easements for this intersection at a Council meeting in the near future.

As a side note, two additional major projects are also planned for this intersection yet this year: a Denver water project (just west of Broadway), and replacement of the concrete pans on both the east and west sides of Broadway. As always, staff will make every effort to minimize impacts to the public.

/lw

Attach.

4285

*Gold Sound
Audio*

**Proposed Transportation
Easements**

SW corner Broadway & Quincy

W. Quincy Ave.

**Proposed
Temporary
Construction Easement**
7' x 10' / 2 = 35 SF

**Proposed
Permanent Easement**
3' x 10' = 30 SF

4301

*Bank
of the
West*

S. Broadway



SCALE: 1 inch = 20 feet
DATE: May 16, 2011
PHOTO DATE: 2008

MEMORANDUM



TO: City Council

THROUGH: Gary Sears, City Manager ✓

THROUGH: Rick Kahm, Director of Public Works ✓

FROM: Dave Henderson, Engineering/Capital Projects Administrator ✓

DATE: May 19, 2011

SUBJECT: UNION BRIDGE REPAIR

The National Bridge Inventory (NBI) requires all public bridges over twenty feet wide to be inspected at least every two years. CDOT contracts with consulting bridge engineers to evaluate structures owned by local governments (or privately owned). These bridges are referred to as "Off-System" bridges by CDOT. Seventeen structures are identified as Off-System bridges within the City of Englewood. Three of these are privately owned overhead pedestrian bridges owned by hospitals. Two are railroad bridges located at Dartmouth Avenue. The remaining twelve are City owned structures (see attached list).

The 2010 State Bridge Inspection Report recommended repairs and improvements to our bridges. Most of the recommended repairs are for typical maintenance items such as sealing cracks, repairing spalls in concrete that expose rebar, and repairing seals. Other recommended improvements include lengthening approach guardrail to meet current standards and modifying transitions. Although most of these repairs are not functionally critical and can be delayed, the Union Bridge over the Platte River has the lowest sufficiency rating of all our bridges and requires repairs. This repair consists of structural modification to the east abutment, pier cap modifications and expansion joint replacement, erosion repair under the east abutment, miscellaneous guardrail, curb/gutter/sidewalk repairs.

We have already begun advertising for the Union Ave. Bridge project which has an engineer's construction estimate of \$160,000. \$178,000 is available in the Bridge Repair account of the Public Improvement Fund. Complete closure of the bridge is required to perform this work. Our design consultant estimates a 30 day closure. The contract documents will offer an incentive for contractors to complete the work in less time and reopen the bridge in less than the allowed 30 days. Conversely, liquated damages will be assessed if the contractor is late.

Public notification will be mailed to residents and businesses in the area from Santa Fe to Federal between Stanford and Chenango (see attached draft). Additionally, electronic variable message board signs will be installed by the contractor 10 days prior to the closure.

Also worth mentioning is the Dartmouth Bridge over the Platte River. Subsequent to the 2010 State Bridge Inspection Report, we have experienced pavement failures to the concrete bridge deck. Our structural engineer has developed a spot repair detail to deal with pavement failures in isolated areas as they occur. Although these point repairs are extending the life of the deck, the entire deck will eventually require replacement.

/lw
attach.

c: Leigh Ann Hoffhines
Larry Nimmo

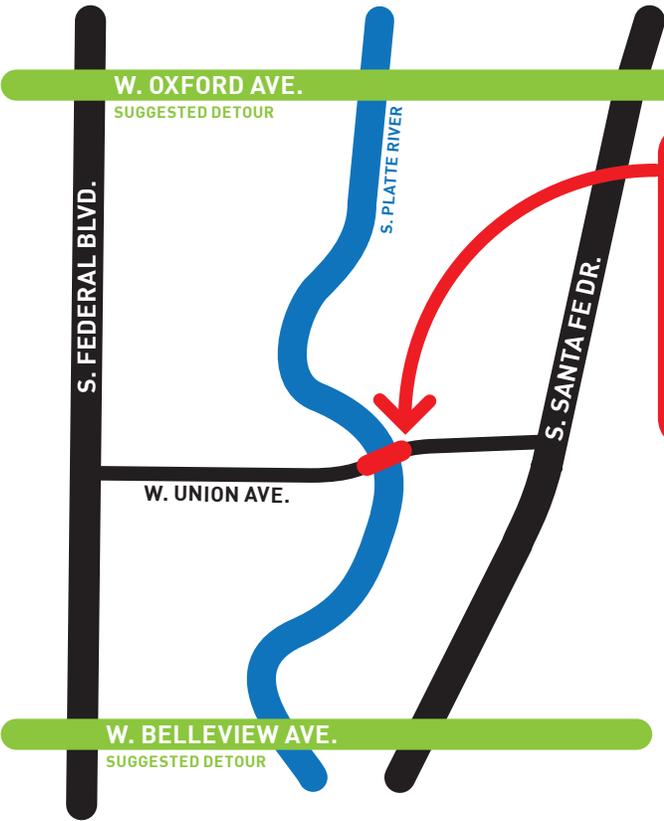
CITY OWNED BRIDGES

Name of Bridge	Sufficiency Rating 2010	Estimated Cost
1. Union Ave/So. Platte River Bridge ENGLWD-UNPR	59.6	\$160,000.00
2. Logan St/Little Dry Creek Bridge ENGLWD_LOLD	68.7	N/A
3. Dartmouth Ave/Platte River Bridge ENGLWD-DAPR	76.5	\$400,000.00
4. Broadway/Big Dry Creek Bridge ENGLWD-BRBD	82.5	\$ 14,000.00
5. Englewood Parkway/Little Dry Creek ENGLWD-ENLD	84.6	N/A
6. Broadway/Little Dry Creek Bridge ENGLWD-BRLD	86.7	\$ 12,500.00
7. Fox St/Southwest Greenbelt Bridge ENGLWD_FOSG	89.0	\$ 16,500.00
8. Clarkson St/Little Dry Creek Bridge ENGLWD-CLLD	92.2	N/A
9. So. Platte River Dr/Little Dry Creek Bridge ENGLWD-PLLDA	94.6	\$ 28,500.00
10. Windermere St/Big Dry Creek Bridge ENGLWD-WMBD	97.6	N/A
11. Sherman St/Little Dry Creek Bridge ENGLWD-SHLD	97.9	N/A
12. Broadway/Little Dry Creek Overflow ENGLWD-BRLDO	98.1	\$ 9,500.00

The sufficiency rating is a function of the structural adequacy, safety, serviceability, functional obsolescence, and public use of the bridge.



UNION AVENUE BRIDGE REPAIR PROJECT



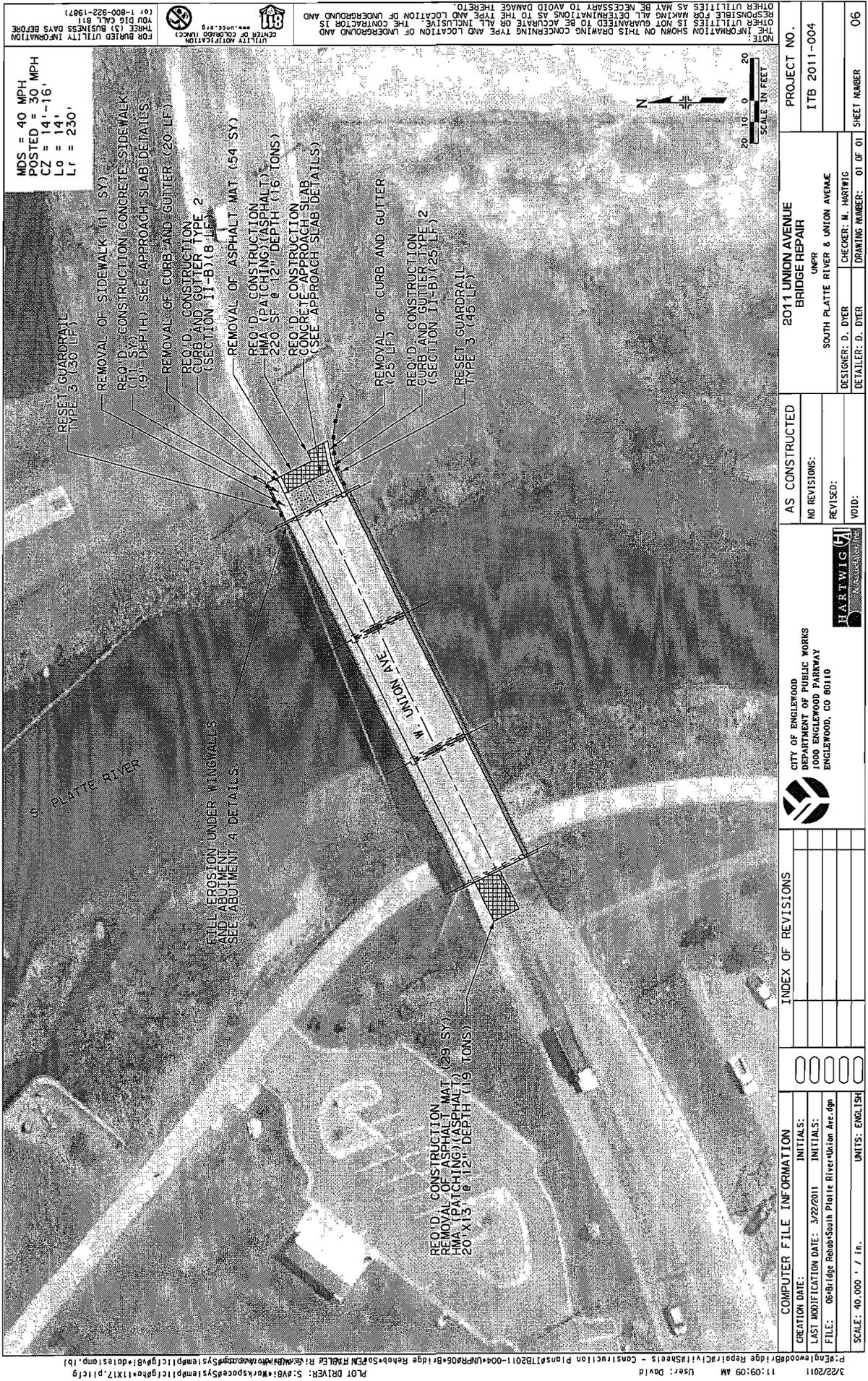
The Union Avenue Bridge in Englewood will soon be undergoing a major facelift. The bridge, constructed in 1965, is due for some much-needed rehabilitation. The project is currently out for bid and construction is expected to begin mid-summer.

While the City of Englewood will work to expedite the construction schedule, we are anticipating a **30-day closure of the bridge**, necessary for the repair work. The closure will bring some traffic impacts. Immediately prior to the start of construction, Union Avenue on each side of the bridge will be closed completely. **The connection between Santa Fe and Federal will be available at Oxford Avenue to the north, or Belleview Avenue to the south.** Detour signs will be in place. Residents and businesses in the affected area will have their accesses maintained at all times.

There are currently "No Truck" signs posted on Union Ave., between Federal and Decatur. Those signs will be bagged temporarily during construction to accommodate the rerouting of truck traffic due to the temporary bridge closure. However, once construction is complete, the "no truck" restriction in that area will again be in effect.

Complete construction updates will be available on the City of Englewood website as we get closer to the start of construction, and throughout the construction period.

Please visit: www.englewoodgov.org. Questions and concerns may be directed to the Public Works Department at 303-762-2500. We appreciate your patience and cooperation during this construction.



MDS = 40 MPH
 POSTED = 30 MPH
 CZ = 14'-16'
 Lc = 14'
 Lr = 230'



FOR BUNTED UTILITY INFORMATION
 SEE SHEET 05
 (SEE SECTION 11-1.1)
 THREE (3) BUSINESS DAYS BEFORE
 (OF 1-800-922-1987)

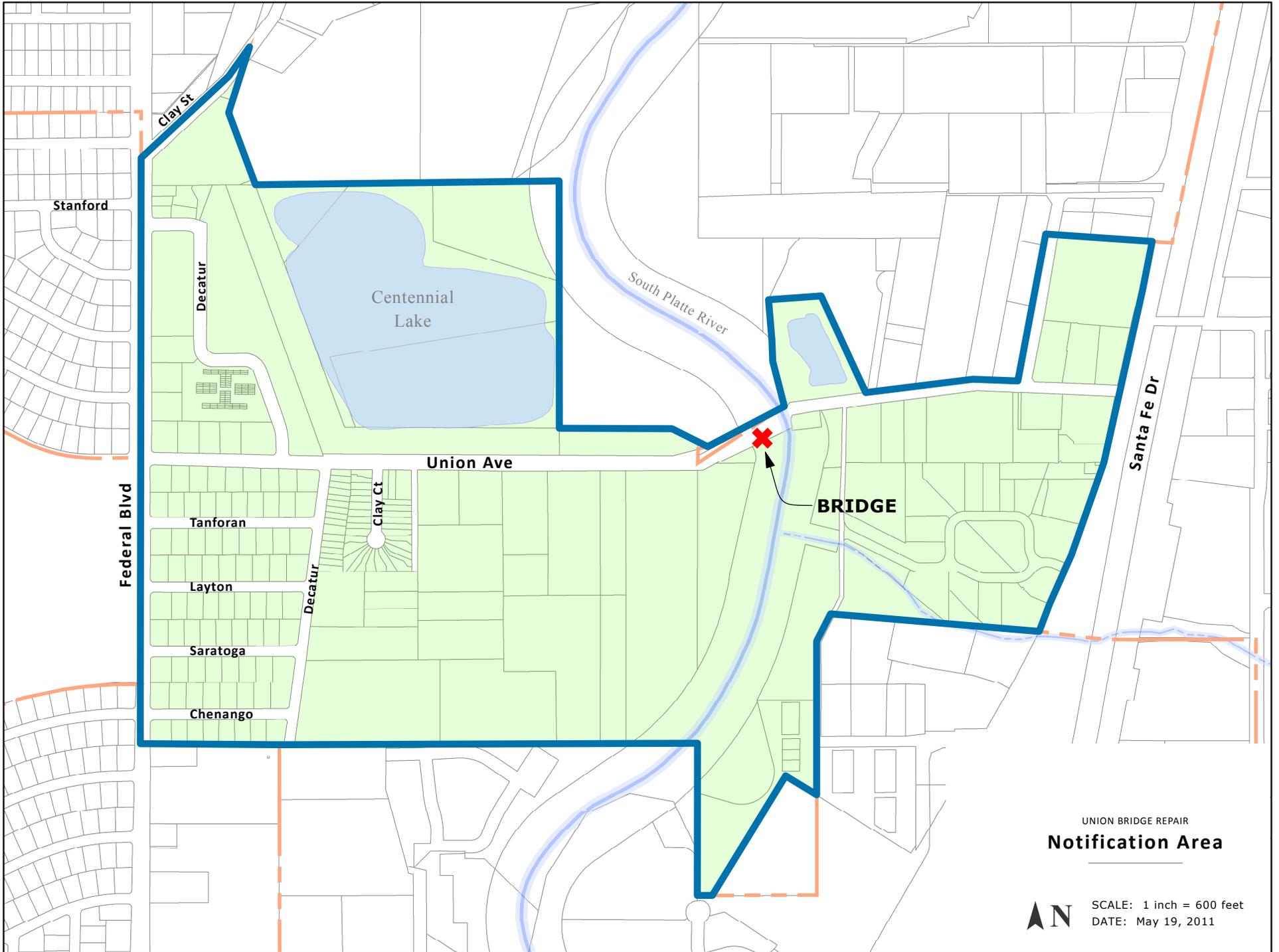


NOTE: INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.
 THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE.

COMPUTER FILE INFORMATION		INDEX OF REVISIONS		AS CONSTRUCTED		PROJECT NO.	
CREATION DATE:	INITIALS:			NO REVISIONS:	2011 UNION AVENUE	ITB 2011-004	
LAST MODIFICATION DATE: 3/22/2011	INITIALS:			REVISED:	BRIDGE REPAIR		
FILE: 06-Bridge Rehab-South Platte River\Union Ave.dgn				VOID:	UMPR		
SCALE: 40,000 / in.	UNITS: ENGLISH				SOUTH PLATTE RIVER & UNION AVENUE		
				DESIGNER: D. DYER			
				CHECKER: M. HARTWIG			
				DRAWING NUMBER: 01 OF 01			
				SHEET NUMBER 06			

CITY OF ENGLEWOOD
 DEPARTMENT OF PUBLIC WORKS
 1000 ENGLEWOOD PARKWAY
 ENGLEWOOD, CO 80110





UNION BRIDGE REPAIR
Notification Area



SCALE: 1 inch = 600 feet
DATE: May 19, 2011

MEMORANDUM



TO: City Council

THROUGH: Gary Sears, City Manager

THROUGH: Rick Kahm, Director of Public Works ✓

FROM: Dave Henderson, Engineering/Capital Projects Administrator ✓

DATE: May 19, 2011

SUBJECT: SANTA FE STREET LIGHTS

In 1995, the Tri-City group of Englewood, Littleton, and Sheridan jointly agreed to fund enhancements to CDOT's Santa Fe Drive project. Enhancements included upgrades to the standard street lighting. Englewood executed an Intergovernmental Agreement with CDOT pertaining to the enhancements. Englewood and Littleton executed a separate Intergovernmental Agreement regarding funding the project. Both agreements are attached.

Xcel Energy has informed us that the poles are deteriorating. This was discovered when a couple of light poles fell during heavy winds. Xcel is in the process of checking every pole and removing those considered unsafe. So far, every old pole they checked has been removed (7 in Englewood and 6 in Littleton as of today).

Englewood has 62 of these decorative lights in our City limits (37 double lights and 25 single lights). Xcel has already replaced 13 of these lights over the years due to traffic accidents or failures. The cost is approximately \$12,000 for each double light and \$8,000 for the singles. The estimated cost to replace all of our lights with the same upgraded standard is \$644,000. It is likely that we could save a few thousand dollars per light by reusing some of the parts as the poles are taken down, however, labor costs for the salvage process may cut into the savings.

We requested pricing for a less expensive *alternate* light standard from Xcel and received an estimate of \$300,000. The alternate standard would be painted galvanized poles with standard cobra head fixtures (see attached photo of alternate standard). These lights have been a standard for many years and are presently located on Santa Fe south of Crestline, in the City of Littleton. Littleton has notified Xcel to replace the decorative lights north of Crestline with this less expensive standard.

Staff will attend the May 23rd Study Session to discuss this issue.

/lw
attach.

c: Leigh Ann Hoffhines
Brad Hagan

Contract #41-4

BY AUTHORITY

ORDINANCE NO. 29
SERIES OF 1995

COUNCIL BILL NO. 31
INTRODUCED BY COUNCIL
MEMBER HATHAWAY

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE CITY OF LITTLETON, COLORADO WITH RESPECT TO THE FINANCING OF MEDIAN LIGHTING ENHANCEMENTS ALONG THE SOUTH SANTA FE CORRIDOR.

WHEREAS, the Tri-City Planning Group was formed in 1991 by the cities of Englewood, Littleton and Sheridan to establish criteria for improvements along the South Santa Fe Corridor; and

WHEREAS, the Colorado Department of Transportation (CDOT) provided an initial cost estimate for each city's assessable improvements; and

WHEREAS, the City of Sheridan's portion originally was estimated by CDOT at \$80,000.00; and

WHEREAS, the Colorado Department of Transportation revised its estimate with the final estimate of Sheridan's portion being \$156,670.00, resulting in an increase of \$76,670.00, to Sheridan; and

WHEREAS, the City of Sheridan is not in a financial position to pay the increase; and

WHEREAS, the cost sharing arrangement has been negotiated wherein the full cost of Sheridan's lighting will be borne by Englewood and Littleton equally (\$38,335 from each);

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

Section 1. The intergovernmental agreement with respect to the financing of median lighting enhancements along the South Santa Fe Corridor attached hereto as "Exhibit A" is hereby accepted and approved by the Englewood City Council. The Mayor is authorized to execute and the City Clerk to attest and seal the Agreement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 19th day of June, 1995.

Published as a Bill for an Ordinance on the 22nd day of June, 1995.

Read by title and passed on final reading on the 3rd day of July, 1995.

Published by title as Ordinance No. 29, Series of 1995, on the 6th day of July, 1995.

ATTEST ✓

✓

Thomas J. Burns, 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. 29, Series of 1995.

✓

Loucrishia A. Ellis

AGREEMENT AS TO THE FINANCING OF LIGHTING ENHANCEMENT FOR SOUTH SANTA FE DRIVE (U.S. 85) BETWEEN THE CITY OF LITTLETON, COLORADO AND THE CITY OF ENGLEWOOD COLORADO.

This Agreement, entered into this 21st day of August, 1995, by and between CITY OF LITTLETON ("Littleton") and the CITY OF ENGLEWOOD ("Englewood") municipal corporations of the State of Colorado.

WHEREAS, the parties have been working together to create visual unity in the South Santa Fe Drive corridor and have adopted design standards and plans for the reconstruction of South Santa Fe Drive (U.S. 85) area through the Tri-City Planning Group and the Colorado Department of Transportation; and

WHEREAS, the proposed highway lighting improvements, located in the City of Sheridan from U. S. 285 South to Stanford Avenue are in integral element of the overall design of the communities and help to establish the character of the communities; and

WHEREAS, the portion of the proposed highway lighting improvements, located in the City of Sheridan from U.S. 285 south to Stanford Avenue, provides a gateway into the cities of Sheridan, Englewood and Littleton and represents a direct reflection of the character of these communities; and

WHEREAS, the Tri-City Planning Group has agreed to be a financial partner with CDOT to cover the costs; and

WHEREAS, the Tri-City Planning Group has agreed to participate in the costs associated with urban design enhancements throughout the corridor with the Colorado Department of Transportation; and

WHEREAS, The cities of Englewood and Littleton have agreed to help finance a portion of the costs of median lighting enhancements for a section of the roadway located in the city limits of Sheridan;

NOW THEREFORE, in consideration of the covenants and promises contained herein, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

Littleton hereby agrees:

1. To pay for improvements located in the City of Sheridan, up to a maximum of \$38,335, for costs in connection with the performance of construction, and construction engineering/supervision and the related administration of the "Project".
2. The City of Littleton represents and warrants that it has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law, to legally authorize the undersigned signatory to execute the Contract on behalf of the City of Littleton and to bind the City of Littleton to the terms of the Contract.

Englewood hereby Agrees:

1. To pay for improvements located in the City of Sheridan, up to a maximum of \$38,335, for costs in connection with the performance of construction, and construction engineering/supervision and the related administration of the "Project".

2. The City of Englewood represents and warrants that it has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law, to legally authorize the undersigned signatory to execute the Contract on behalf of the City of Englewood and to bind the City of Englewood to the terms of the Contract.

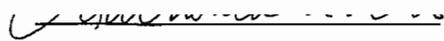
Mutual Provisions:

1. Expenditures greater than the amount agreed to in this contract shall not be exceeded unless an amendment to this Contract is first executed by the parties with the formalities as were undertaken in the adoption of this contract.
2. That said "Project" generally consists of improvements to lighting on South Santa Fe Drive in the City of Sheridan. The improvements are as set forth in Exhibit "A", attached hereto.
3. Should either of the Cities fail to provide all of the necessary funds as agreed upon hereunder for the project, this agreement may be terminated by either party with respect to the project. Any party terminating its interests and obligations set forth in the agreement shall not be relieved of any financial obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.
4. The term of the contract shall continue through the completion of the project and receipt by Englewood of final payment from Littleton.
5. It is expressly understood and agreed that enforcement of the terms and conditions of the contract, and all rights of action relating to such enforcement, shall be strictly reserved to Englewood and Littleton, and nothing contained in the contract shall give or allow any such claim or right of action by any other or third person on such contract. It is the express intention of Englewood and Littleton that any person other than the City of Englewood or the City of Littleton shall be deemed to be an incidental beneficiary only.

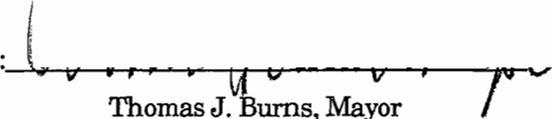
This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness, the City of Englewood and the City of Littleton have caused this Agreement to be executed by their respective officials and attested to on the date subsequently listed.

ATTEST:


Loucrishia A. Ellis, City Clerk

CITY OF ENGLEWOOD,

By: 
Thomas J. Burns, Mayor

Dated: July 10, 1995

CITY OF LITTLETON,

ATTEST:

 _____
Janice Owen, City Clerk
Dated: 8-21-98

By:  _____
Dennis Reynolds,
President of Council

BY AUTHORITY

ORDINANCE NO. 30
SERIES OF 1995

COUNCIL BILL NO. 32
INTRODUCED BY COUNCIL
MEMBER HATHAWAY

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION AND THE CITY OF ENGLEWOOD, COLORADO PERTAINING TO THE SANTA FE CORRIDOR ENHANCEMENTS CONTRACT.

WHEREAS, the Colorado Department of Transportation is reconstructing Santa Fe Drive (State Highway 85) from Hampden Avenue to Big Dry Creek; and

WHEREAS, a portion of this project is located in the City of Englewood; and

WHEREAS, the City of Englewood desires modification of the State's project plans to add lighting and median enhancements to this project as described in the Santa Fe Corridor Enhancements Contract attached hereto; and

WHEREAS, the State and the City of Englewood desire to consolidate the performance of the work with the performance of the State's highway construction project in order to minimize disruption to the traveling public; and

WHEREAS, the City has funds available and is willing to pay for a portion of the costs incurred by the State in the performance of the work; and

WHEREAS, the City and the State Department of Transportation desire to set forth their respective obligations and responsibilities with respect to the work and the funding thereof; and

WHEREAS, the City desires, and the State agrees to accomplish the work using the personnel and services of the State; and

WHEREAS, time is of the essence hereof, and the parties deem it to be in the public interest for the State to furnish the engineering services and construction administration in connection with the work; and

WHEREAS, the State has estimated the total cost of the work and the City of Englewood is prepared to provide its share of the cost ; and

WHEREAS, the City of Englewood and the City of Littleton are entering into an intergovernmental agreement sharing the costs of the City of Sheridan's portion of this project as Sheridan is not in a financial position to pay their portion;

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

Section 1. The Santa Fe Corridor Enhancements Contract between the State of Colorado Department of Transportation and the City of Englewood is hereby accepted and approved by the Englewood City Council. The Mayor is authorized to execute and the City Clerk to attest and seal the Agreement for and on behalf of the City of Englewood, Colorado.

Section 2. The Santa Fe Corridor Enhancements Contract is attached as "Exhibit A".

Introduced, read in full, and passed on first reading on the 19th day of June, 1995.

Published as a Bill for an Ordinance on the 22nd day of June, 1995.

Read by title and passed on final reading on the 3rd day of July, 1995.

Published by title as Ordinance No. 30, Series of 1995, on the 6th day of _____, 1995.

Thomas J. Burns, 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. 30, Series of 1995.

Loucrishia A. Ellis

Cont. # 38,1995

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Region 6
2000 SOUTH HOLLY STREET
Denver, Colorado 80222



STA 085-2(46), 93223

September 14, 1995

Mr. Charles Esterly
Director of Public Works
City of Englewood
3400 South Elati
Englewood, Colorado 80110

Dear Mr. Esterly,

Enclosed is a fully executed copy of our contract with the City of Englewood for project STA 085-2(46), Enhancements in Santa Fe Corridor.

Thank you for your cooperation and assistance in getting the contract processed.

Sincerely, —

HEATHER DUGAN —
Business Manager

Enclosure

STA 085-2(46)
ENHANCEMENTS IN SANTA FE
CORRIDOR
(REGION 6 - LJB)

CONTRACT

THIS CONTRACT, made this 17TH day of AUGUST,
1996, by and between the State of Colorado for the use and
benefit of THE DEPARTMENT OF TRANSPORTATION, hereinafter
referred to as "the State", and the CITY OF ENGLEWOOD, 3400
South Elati, Englewood, Colorado 80110, hereinafter
referred to as "the Local Agency" or "the contractor",

WHEREAS, 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 in Fund Number 400, Organization Number 9991,
Appropriation Code 010, Program 2000, Function 3300, Object
2311 1 (N), Originating Unit 6061, Project Number 93223 00 C,
(Contract encumbrance amount \$0); and

WHEREAS, required approval, clearance and coordination
has been accomplished from and with appropriate agencies; and

WHEREAS, the State anticipates construction of a
project, identified as STA 085-2(46), for reconstruction of
Santa Fe Drive (SH 85) from Hampden Avenue to Big Dry Creek,
a portion of which is located in Englewood, Colorado; and

WHEREAS, the Local Agency desires modification of the
State's project plans to add lighting and median enhancements
to the project, as more specifically described in Exhibit A,
hereinafter referred to as "the work"; and

WHEREAS, the State and the Local Agency desire to
consolidate the performance of the work with the performance
of the State's highway construction project in order to
minimize disruption of the traveling public; and

WHEREAS, the Local Agency has funds available and is
willing to pay for a portion of the costs incurred by the
State in the performance of the work; and

WHEREAS, the parties hereto desire to set forth their respective obligations and responsibilities with respect to the work and the funding thereof; and

WHEREAS, the Local Agency desires, and the State agrees to accomplish the work using the personnel and services of the State; and

WHEREAS, time is of the essence hereof, and the parties deem it to be in the public interest for the State to furnish the engineering services and construction administration in connection with the work; and

WHEREAS, the State has the expertise and is adequately staffed with professional personnel who are capable of and available for providing the plans and specifications, administration of contracts for and supervision of the construction of the work; and

WHEREAS, the State has estimated the total cost of the work. The Local Agency is prepared to provide its share of the cost as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, a copy of which is attached hereto and made a part hereof; and

WHEREAS, said ordinance or resolution also establishes the authority under which the Local Agency enters into this contract; and

WHEREAS, this contract is executed by the State under authority of Sections 24-92-101, et seq., 29-1-203, 43-1-110, 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S., as amended.

NOW, THEREFORE, it is hereby agreed that:

ARTICLE I

PROJECT PROVISIONS

- A. This contract establishes the general provisions for and defines certain responsibilities regarding the installation of lighting and construction of median enhancements in conjunction with the State's reconstruction of Santa Fe Drive (SH 85) from Hampden Avenue to Big Dry Creek, a portion of which is located

in Englewood, Colorado, as specifically described in the plans and specifications for the work which are incorporated herein and made a part hereof by this reference.

- B. The parties have agreed to a fixed amount of \$204,770.00 as the cost of the work, including the cost of materials to be furnished by the Local Agency (\$33,578.00). A portion of the costs of the work (\$80,000.00) will be borne by the City of Sheridan under separate contract with the State. Within 30 days after award of the construction contract for the work by the State, the Local Agency will remit to the State a lump sum of \$91,192.00. This shall be the maximum amount of Local Agency obligation under this contract unless such amount is changed by written supplemental contract.
- C. The State will provide liaison with the Local Agency through the State's Region Transportation Director, Region 6, 2000 S. Holly Street, Denver, Colorado 80222. Said Region Transportation Director will also be responsible for coordinating the State's activities under this contract. The State will convey ownership of the improvements to the Local Agency upon completion of the work.
- D. It is understood and agreed by the parties hereto that the total cost of the work stated hereinbefore is the best estimate available based on the design data as approved at the time of execution of this contract, and that such cost is subject to revisions agreeable to the parties prior to bid and award. Following award of the construction contract(s), no further revisions in design data or cost estimate shall be made except by agreement in writing between the parties.
- E. The parties hereto agree that this contract is contingent upon all funds designated for the work herein being made available from the Local Agency sources. If the Local Agency fails to provide necessary

funds as agreed upon herein, the contract may be terminated by either party. Any party terminating its interest and obligations herein shall not be relieved of any financial obligations which existed prior to the effective date of such termination or which may occur as a result of such termination. After the State's construction contract for the work has been awarded and fully executed, this contract may not be terminated until the work is complete and final bills are paid in full.

ARTICLE II

GENERAL PROVISIONS

- A. The State will provide the preliminary engineering for the work, including the preparation of construction plans and specifications in accordance with the State's Roadway Design Manual and Standard Specifications for Road and Bridge Construction and with Exhibit A (Description of Enhancements in the Santa Fe Corridor from Hampden Avenue to Big Dry Creek), attached hereto and incorporated herein as terms and conditions of this contract. The State will afford the Local Agency ample opportunity to review and approve the construction plans and special provisions. The State will provide final assembly of construction plans, special provisions, and construction contract documents. The State will establish appropriate Disadvantaged Business Enterprise (DBE) goals for the construction contract(s). The State will advertise the call for bids and award the construction contract(s) to the low responsible bidder(s).
- B. The State will provide construction engineering during the construction of the work. Said construction engineering will include field and office engineering, inspection and material testing, traffic control, and the supervision of the construction of this project. On completion of the work, the State will schedule a final

inspection of the work with the construction contractor and the Local Agency. Based upon that inspection, the Local Agency will indicate in writing its concurrence or non-concurrence of the satisfactory performance of the work. Performance of the work in accordance with the plans and specifications will be deemed to be satisfactory. Upon satisfactory performance of the work, the State will effect contract close out procedures, including advertising for and settlement of claims.

- C. The State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred for the work and shall make such materials available for inspection at all reasonable times during the project period and for three(3) years from the date of final payment by the Local Agency to the State. Copies of such records shall be furnished to the Local Agency upon request.
- D. The Local Agency will maintain and operate the improvements constructed under this contract, at its own cost and expense during their useful life and will make ample provision for such maintenance each year. Such maintenance and operations shall be in accordance with all applicable statutes and ordinances, and regulations promulgated thereunder, which define the Local Agency's obligation to maintain such improvements.
- E. The term of this contract, except for the provisions regarding maintenance, shall continue through the completion and final acceptance of this project by the State and the Local Agency. The covenants with regard to maintenance of the improvements constructed under this contract shall remain in effect in perpetuity or until such time as the Local Agency is, by law or otherwise, relieved of such responsibility.
- F. 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 hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

- G. This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.
- H. This contract shall inure to the benefit of and be binding upon the parties, their successors, and assigns.
- I. the Local Agency represents and warrants that it has taken all actions that are necessary or required by internal procedures and bylaws, and applicable law, to properly authorize the undersigned signatory for the Local Agency to lawfully execute this contract on behalf of the Local Agency and to bind the Local Agency to its terms.

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

ATTEST:

STATE OF COLORADO
ROY ROMER, GOVERNOR

By _____
Chief Clerk

By *for* _____
Executive Director
DEPARTMENT OF TRANSPORTATION

ATTEST:

CITY OF ENGLEWOOD, COLORADO

By _____
Title City Clerk

By _____
Title Mayor

DESCRIPTION OF ENHANCEMENTS ("THE WORK") IN THE SANTA FE CORRIDOR FROM HAMPDEN TO BIG DRY CREEK

EXHIBIT A:

The following text discusses the enhancement items and the currently anticipated responsibilities for paying for the entire costs of installation and maintenance.

COLORS

The color scheme in the corridor has been revised to include the following colors [See Attachment A].

- Tan Federal Color #33531 [noise walls, retaining walls, abutments, piers, jersey barrier] >
- Spanish Gold Federal Color #30233 [girders].
- Dark Green Federal Color #14056 [railings, chain link fencing, poles for HOV destination, lighting & signals].
- Deep Rust Federal Color #22144 [accent on poles].

CDOT will incorporate the above colors into projects under construction and under design at no cost to the cities. A decorative treatment of the jersey barrier has been developed for the corridor. [See Attachment A].

The following jurisdictions will be responsible for paying for repainting:

The Cities

◦After CDOT installs the painted light poles, Public Service Company will repaint the poles as necessary and bill the cities as part of their ongoing maintenance agreement with the Cities. It is understood Public Service may have to do this work during the day and close a lane of traffic during off peak hours. If it necessary to close a lane of traffic, Public Service will notify Region VI Maintenance 24 hours in advance of this action.

Colorado Department of Transportation

◦CDOT will repaint retaining walls, abutments, piers, jersey barriers, railings and noise barriers along Santa Fe as needed and as funds are available. This will be consistent with the new color scheme in the corridor.

◦After CDOT installs the painted poles for signals and HOV designation, CDOT will maintain (ie, repaint) the signal and HOV poles along Santa Fe as needed after having confirmed with the individual entity that they have the money budgeted to reimburse CDOT for the work.

LIGHTING, SIGNALS, SIGN POSTS AND HOV STRUCTURES

The poles for lighting, signals, and HOV lane designation structures will be upgraded as shown in Attachment B. Decorative bases and lights will enhance the poles. The decorative bases on light and signal poles will be installed only if they will function with a breakaway pole at locations requiring breakaway poles, ie., areas not protected by jersey barriers. The Cities will pay for any costs over CDOT's standard fixture [galvanized pole/cobra head at \$1,500 each] and standard lighting plan on the side of the road. While initial costs have been estimated [See Table 1], lighting plans are being prepared to develop final estimates. After the light poles are installed, the Cities will be responsible for paying any maintenance or replacement as part of their ongoing maintenance agreement with Public Service. As part of this agreement, the Cities should get credit for any reimbursements from private insurance companies in case of collision.

Public Service Company will charge the appropriate jurisdiction for any cost to replace the light poles, bulbs, and electrical wiring. It is understood that the lights will be replaced at night and a lane closure will probably be required. CDOT understands that Public Service may have to close a lane during **off peak daylight hours** if the repair of underground electrical wiring is required. CDOT will make known to Public Service Company that they will be required to give CDOT 24 hours notice before closing down a lane of traffic.

CDOT will replace any HOV or signal poles if necessary and charge the Cities for any costs over and above our normal costs for standard signal poles and HOV sign structures less any reimbursement from private insurance companies in case of collision.

CDOT will install round metal sign posts painted brown for any single post sign.

LANDSCAPING

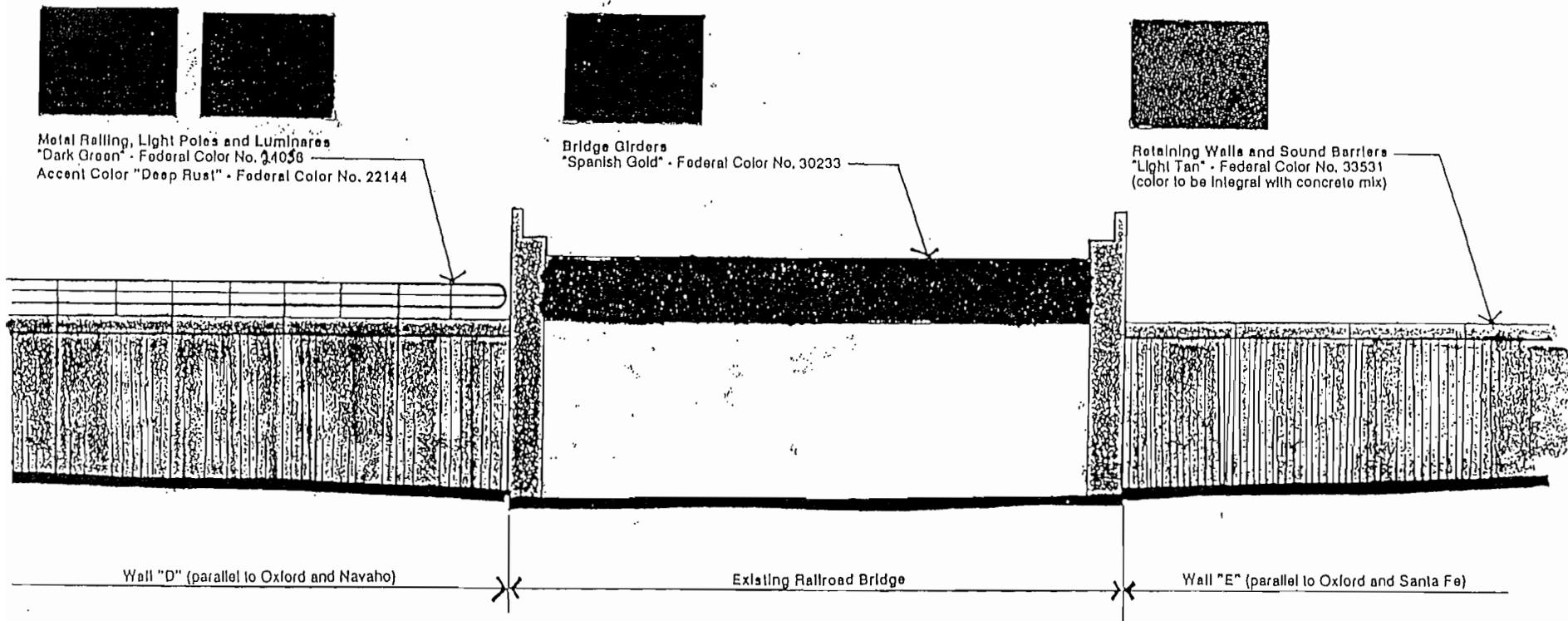
Landscaping will be placed along both sides of Santa Fe and in the median. Tree and shrub beds will be developed in the median. The tree beds in the median will be protected by jersey barriers and the shrub beds in the median will be protected by a curb and exposed aggregate edging. See Attachment C for a plan which shows where the tree and shrub beds will be located in the median. Any areas requiring paving [such as noses of the median identifying the turn lanes] will consist of exposed aggregate. See Attachment C for a plan which shows where landscaping will be located along the east and west sides of Santa Fe from to Hampden to Big Dry Creek.

CDOT will install the landscaping in the median, on the berm along the east side of Santa Fe Drive and in nodes [including entryways to the Cities] along the west side of Santa Fe Drive as funds become available which is anticipated to be not later than the end of 1996. The Cities will pay for any entry features [ie., signage] to their communities. The Cities will provide the water for the landscaping and will maintain the irrigation system and landscaping after it is installed and maintained by the Contractor for one year. Any maintenance of the landscaping on the side of the road can be conducted during daylight hours. Any maintenance of the medians can be conducted during off peak daylight hours. If any lane closures are required for maintenance of the median, they will be done during off peak hours.

WALL GRAPHICS

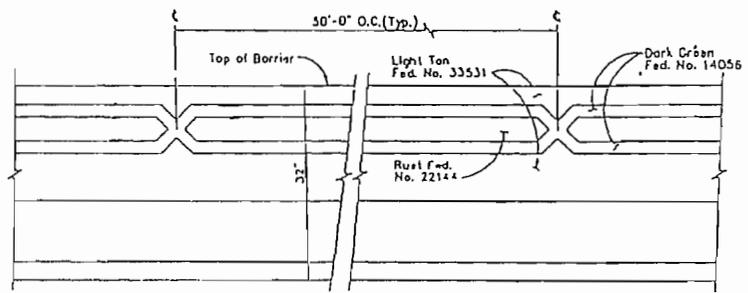
Transportation graphics will be integrated into the retaining walls at Oxford and Belleview [See Attachment D].

While CDOT will pay for the graphics to be installed on the walls facing the Oxford/Santa Fe and Belleview/Santa Fe intersections. CDOT will need to manufacture additional panels for the Oxford/Santa Fe intersection along with purchasing the used panels previously manufactured for Englewood at the Navajo/Oxford intersection. This was an expedient for work already accomplished at Oxford. All new graphics are 100% CDOT expense.

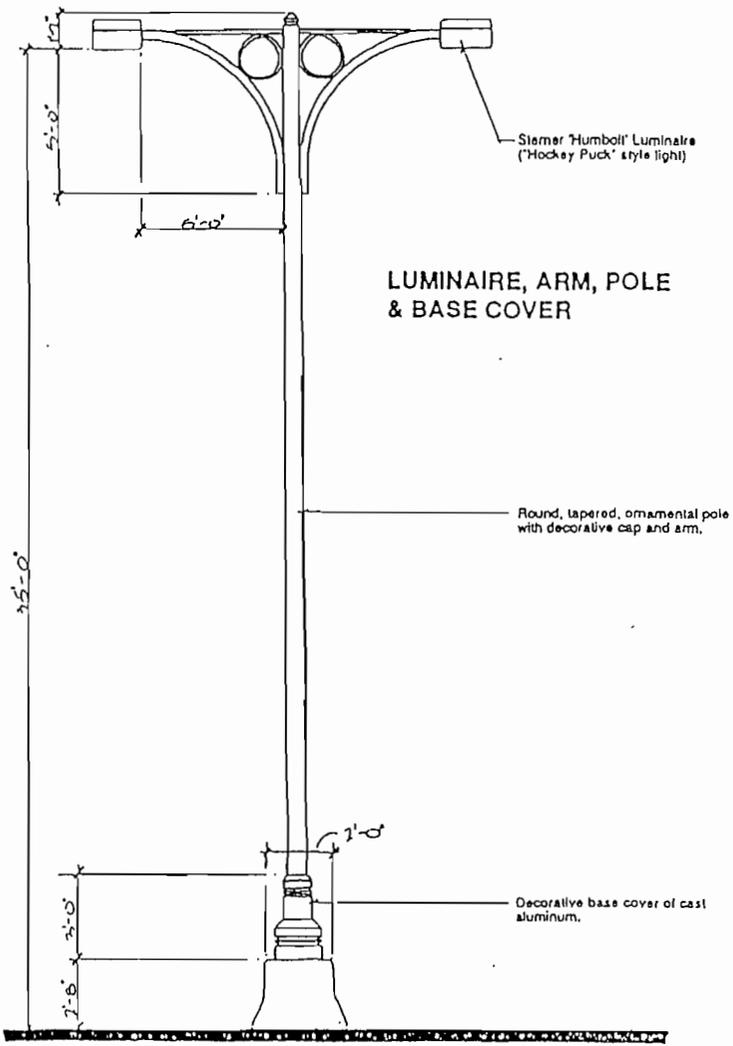


PROPOSED COLORS FOR URBAN DESIGN ELEMENTS

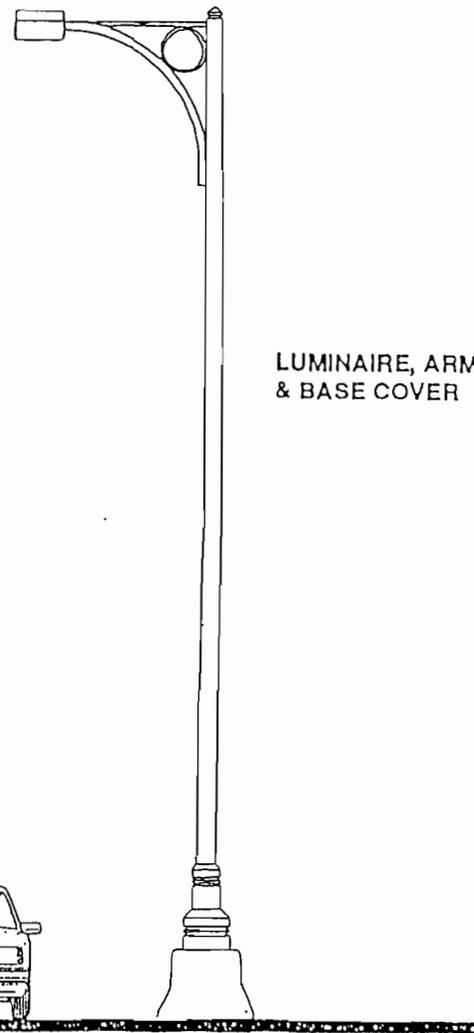
Parsons De Laun, Inc.



ATTACHMENT A
 Colors in the
 Santa Fe Corridor



DOUBLE LUMINAIRE IN MEDIUM AREAS

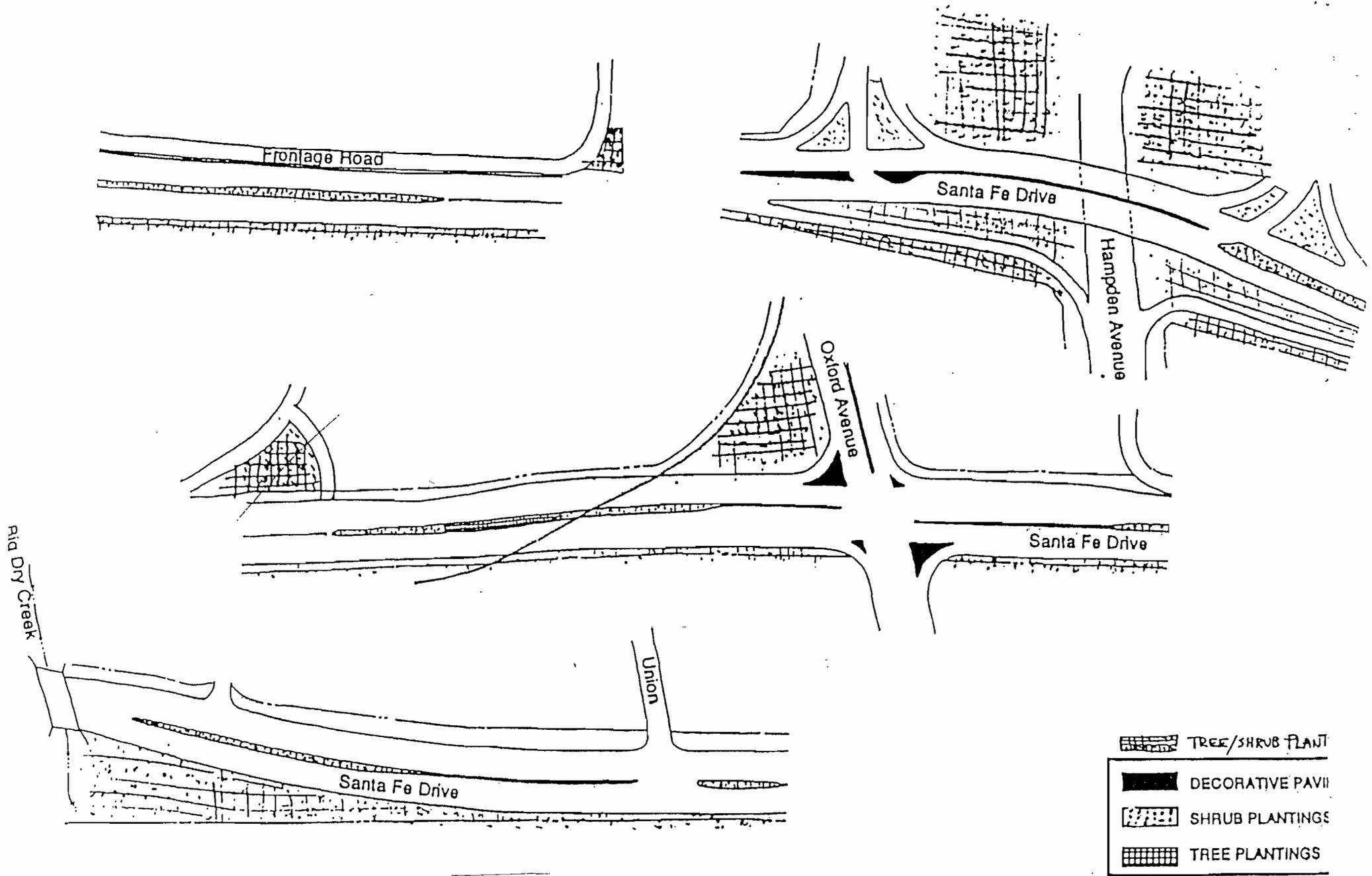


SINGLE LUMINAIRE AT INTERSECTION APPROACHES

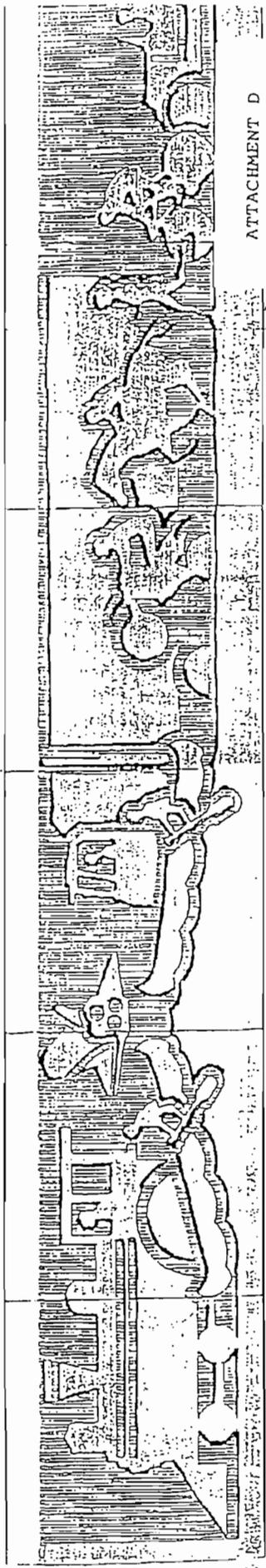
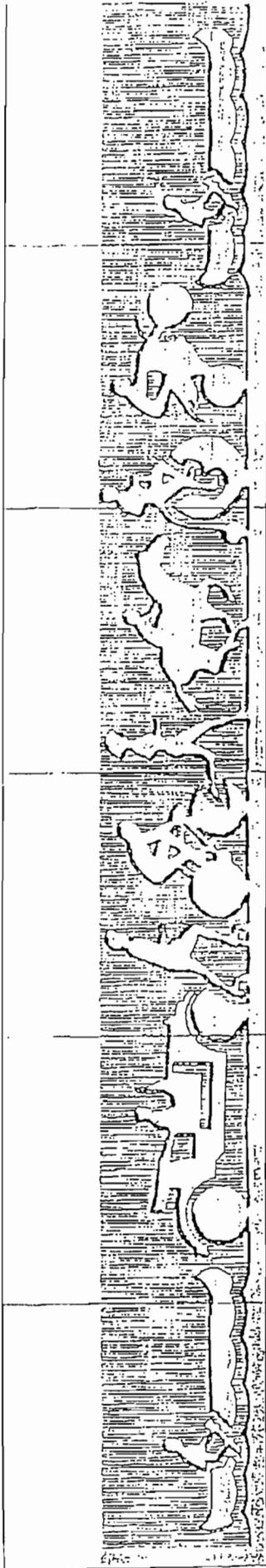
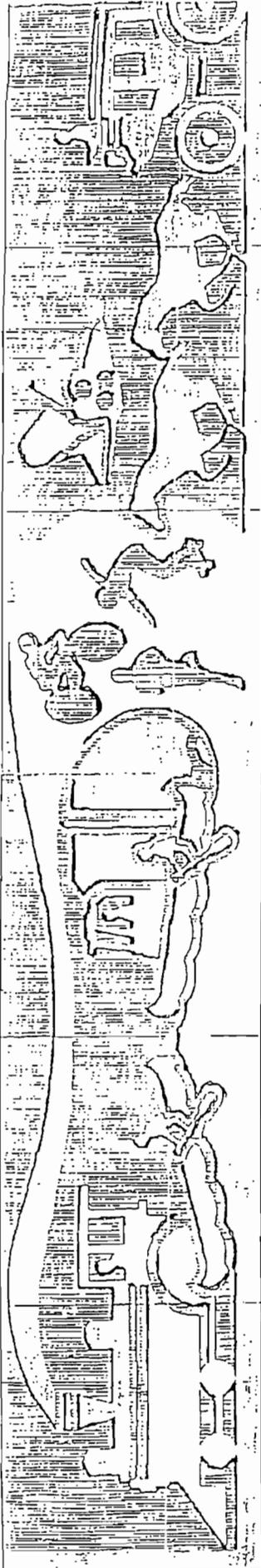
PREFERRED ALTERNATIVE FOR LIGHTING - S. SANTA FE CORRIDOR

Parsons Del

ATTACHMENT B
 Decorative Poles
 for Lighting,
 Signals/HOV Signs



ATTACHMENT C
 Landscaping
 along
 Santa Fe Drive



ATTACHMENT D

Transportation Wall
Graphics

PRELIMINARY COST ESTIMATES FOR THE WORK FROM YALE TO CHURCH AVENUES ¹

	ITEM	NEED \$	NEED \$ BY APRIL 94	NEED \$ BY OCTOBER 94	NEED \$ BY ???	NEED \$ BY 1996	TOTAL
			Dart/Hampden	Oxford "The Project"	Belleview Interchange	Dart./Hampden/ Oxford Landscaping	
Englewood	Barrier Detail Paint Girders ² Wall Graphics ³ Lighting Base Covers Soundwall Credit for Materials	\$44,481 \$33,118	\$ 6,475	\$ 1,700			\$188,030
			\$ 67,600	*\$ 46,400			
			\$ 10,400	ST \$ 48,100			
			\$ 8,925	+***\$ 76,670			
				** \$(33,578)			
				T \$ 91,192			
Sheridan	Barrier Detail Lighting Base Covers			\$ 8,170			\$ 94,331
				*\$ 148,500			
				ST \$ 156,670			
				*** \$ (76,670)			
				T \$ 80,000			
Littleton	Barrier Detail Lighting Base Covers				To Be Determined \$ 48,100 \$ 7,576		\$ 60,176
Arapahoe County	Lighting			\$ 16,000 (Incorporated in figures above)			\$ 8,900
SUBTOTAL		\$77,599	\$ 93,400	\$ 204,770	\$ 55,676	\$ 0	\$351,437
CDOT Contributor	Lighting Median (tree) Median (shrub) East/West sides of Santa Fe		\$ 64,500 \$ 6,890	\$ 75,000 \$ 2,600	\$ 40,500	\$ 249,000 To Be Determined	\$438,690
TOTAL		\$77,599	\$164,790	\$ 282,370	\$ 96,176	\$ 249,000	\$790,127

¹ Project costs for future projects from Church Avenue to C470 will be developed at a later time.

² Repaint existing railroad structures at Dartmouth and Hampden to be consistent with new corridor colors.

³ Pay for form liners for wall graphics at Navajo/Oxford.

* Includes base covers

** Credit to Englewood for materials on hand

*** Englewood to cover \$76,670 of Sheridan costs up front. Cities have a separate agreement for repayment

SPECIAL PROVISIONS

CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

FUND AVAILABILITY

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

BOND REQUIREMENT

3. If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to the State official who will sign the contract, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety conditioned upon the faithful performance of the contract and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provendor or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond is executed, delivered and filed, no claim in favor of the contractor arising under such contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with CRS 38-26-106.

INDEMNIFICATION

4. To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

DISCRIMINATION AND AFFIRMATIVE ACTION

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (CRS 24-34-402), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. *Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.*

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertisements; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(d) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(e) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity because of race, creed, color, sex, national origin, or ancestry.

(f) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

**Santa Fe Lights
Yale to Crestline**

Jurisdiction	Double Lights	Potential Cost	Single Lights	Potential Cost	Total Costs
Englewood	37	\$ 444,000.00	25	\$ 200,000.00	\$ 644,000.00
City of Sheridan	32	\$ 384,000.00	24	\$ 192,000.00	\$ 576,000.00
Arapahoe County	5	\$ 60,000.00	0	\$ -	\$ 60,000.00
City of Littleton	18	\$ 216,000.00	52	\$ 416,000.00	\$ 632,000.00
TOTAL	92	\$ 1,104,000.00	101	\$ 808,000.00	\$ 1,912,000.00

* Costs based on \$12,000.00 for a double light & \$8,000.00 for a single light.

** The City of Englewood has had 8 double lights replaced & 5 single lights replaced.





Santa Fe Street Lights

Style

- double (decorative)
- single (decorative)
- △ double (decorative)

Jurisdiction

- Englewood
- Sheridan
- Arapahoe Co.
- Littleton

○ (with square inside) circle indicates street light has been replaced

Denver

Englewood

BATES

LIPAN

DARTMOUTH

ROB ROY



SCALE: 1 inch = 250 feet
 DATE: November 4, 2010
 PHOTO DATE: 2008

Santa Fe Street Lights

Style

- double (decorative)
- single (decorative)
- △ double (decorative)

Jurisdiction

- Englewood
- Sheridan
- Arapahoe Co.
- Littleton

○ circle indicates street light has been replaced



SCALE: 1 inch = 250 feet
 DATE: November 4, 2010
 PHOTO DATE: 2008

Santa Fe Street Lights

Style

- double (decorative)
- single (decorative)
- △ double (decorative)

Jurisdiction

- Englewood
- Sheridan
- Arapahoe Co.
- Littleton

○ circle indicates street light has been replaced



SCALE: 1 inch = 250 feet
 DATE: November 4, 2010
 PHOTO DATE: 2008



Santa Fe Street Lights

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- Sheridan
- Arapahoe Co.
- Littleton

○ circle indicates street light has been replaced



SCALE: 1 inch = 250 feet
 DATE: November 4, 2010
 PHOTO DATE: 2008



MEMORANDUM

To: Members of the Englewood City Council

Through: Gary Sears, City Manager

Through: Rick Kahm, Director of Public Works ✓

From: Pat White, Servicenter Fleet Manager ✓

Date: May 18, 2011

Subject: Clean Cities Electric Vehicle Grant

The City of Englewood recently expressed interest in, and submitted information to partner with Colorado Clean Cities in applying for a Department of Energy grant to provide funding for electric vehicle charging stations. The information we submitted details the demographics of Englewood, current percentage of alternative fueled vehicles in the City fleet, and identifying sites that would be suitable for charging stations (both public and fleet use).

The process includes submitting a letter of commitment for the project. Attached is a draft letter for your review detailing recommended items of support. The list can be modified as stated in red. The stations, once in place, would facilitate charging of both hybrid electric and electric vehicles.

/lw

Attachments:

E-mail Natalia Swalnick, Clean Cities Manager
Draft letter of support

Pat White

From: Natalia Swalnick
Sent: Tuesday, May 17, 2011 2:24 PM
Subject: Letter of commitment for EV grant
Attachments: Letter of Commitment- municipal.doc

Importance: High

Good afternoon-

You are receiving this email as the main contact for your organization for the Clean Cities EV grant.

Enclosed is a letter of commitment for this grant. You will see that some of this letter appears in red. That is the portion that you will need to edit by personalizing it to your agency. **Please edit, have it signed by a member of your organization, and return it to me by close of business on Monday, May 23.**

You'll see a bulleted list of options that we have supplied for you. These are all ways that your organization can contribute to the grant. You can delete the ones that do not apply, add additional ones that we have not considered, or make edits to what we have written.

Please don't hesitate to contact me (email is best and quickest) with questions.

Thanks,
Natalia

Natalia Swalnick

Air Quality/Clean Cities Manager

American Lung Association in Colorado

5600 Greenwood Plaza Blvd., Suite 100

Greenwood Village, CO 80111

DATE

Dear Grant Review Committee:

Please accept this letter of support on behalf of **MUNICIPALITY NAME** for Funding Electric Vehicles in the Rockies, or Project FEVER. This statewide electric vehicle readiness plan will benefit all partners in the State of Colorado by sharing best practices, forming new public/private partnerships, streamlining implementation projects, and advancing the deployment of electric vehicles and supply equipment. We commit to implementing relevant aspects of the plan as it becomes operationally and economically feasible for our agency. As a partner in Project FEVER, **MUNICIPALITY NAME** pledges to offer the following support:

REMOVE ALL OF THE BULLETS THAT YOUR ORGANIZATION WILL NOT DO. ADD ANY COMMITMENTS THAT YOUR ORGANIZATION IS WILLING TO MAKE. THEN DELETE THIS TEXT.

- Contribute staff time and resources in support of this grant
- Write Project FEVER objectives into our organization's strategic plan
- Pledge to use Project FEVER-branded decals and/or wraps on electric vehicles/ charging infrastructure
 - (these will be provided to partners at no cost)
- Delegate staff contact for Project FEVER implementation
- Have designated staff member attend monthly planning meetings
- Share available municipal data with Project FEVER administrator as requested
- Carry logo and link to Project FEVER on website
- Work to designate "Electric Vehicle Day" in our community
- Distribute Project FEVER press releases to media contacts
- Donate meeting space to host Project FEVER meetings

MUNICIPALITY NAME is a committed partner in Project FEVER. We look forward to leveraging our resources in order to deploy electric vehicles and infrastructure in our jurisdiction.

Sincerely,



Memorandum

City Manager's Office

TO: Mayor Woodward and Members of City Council

THROUGH: Gary Sears, City Manager
Michael Flaherty, Deputy City Manager

FROM: Leigh Ann Hoffhines, Communications Coordinator

DATE: May 18, 2011

SUBJECT: Council Request 11-067 (Electronic Packet Process vs. Current Process)

City Council has requested a review of the production process for City Council packets to help Council determine whether switching to electronic packets is feasible, both in terms of cost-savings and functionality. The associated memo from Information Technology Director Jeff Konishi provides details on options related to production and functionality. This memo provides information on cost-savings.

On average, it costs \$500 per year per Council Member to produce hard-copy packets for City Council. If we were to provide electronic packets for all City Council members, the cost savings would be approximately \$3,500 per year. We cannot do away with paper packets altogether, as several public record copies are required, and staff members who do not have access to the technology necessary to review the files electronically during the meetings will also need copies.

Members of the Information Technology staff and I will be in attendance at Monday's study session for Council's discussion on this topic. We look forward to answering any questions Council may have related to the potential transition to electronic packets.

cc: Sue Carlton-Smith
Jeff Konishi
Andy May
Brandon Angle



C I T Y O F E N G L E W O O D
I N F O R M A T I O N T E C H N O L O G Y

To: Englewood City Council

Through: Gary Sears, City Manager

CC: Mike Flaherty, Deputy City Manager
City Directors
Leigh Ann Hoffhines, Communication Coordinator

From: Jeff Konishi, Director – Information Technology
Andy May – Service Desk Manager
Brandon Angle – System Administrator

Date: May 23, 2011

Re: Council Request 11- 067 (Electronic Packet Process)

The goals for this Council Request are:

- Reducing paper
- Providing electronic Council packets
- Reducing costs
- Meeting the needs of all Council Members

In order to accomplish the goals as stated above, the Information Technology Department has researched several options and has outlined the findings below.

Council Packet Preparation

**** Current Process ****

CMO staff currently compiles all documents to create 2 versions (internal and public) of the Council packet (which may include Council Request updates, Newsletter, Executive Session materials, etc), then makes copies for Council Members, staff, the public, and official record copies.

**** Proposed process ****

No change since all documents resides in an electronic format at the end of this process.



CITY OF ENGLEWOOD

INFORMATION TECHNOLOGY

**** Summary ****

At this point the only difference in packet preparation will be in the number of paper copies that are currently being produced.

Council Packet Delivery

**** Current Process ****

After CMO staff creates the paper copies of the Council Packet, each copy is delivered to the Council Member's residence. All public documents are posted to the City website for availability to the public and the intranet for availability to staff.

**** Proposed Process ****

Since the Council Packets are now in electronic format, they can be emailed to each Council member and available for download. In addition, the packets could be downloaded to a thumb drive; however, this would require physical delivery to the Council Member.

**** Summary ****

The proposed delivery process will now allow for any electronic delivery method available including thumb drives, downloads, email, etc. As the files are sometimes quite large, the inability to download documents could be a potential obstacle. An immediate work-around for this obstacle would be to always insure that there is a paper copy of the packet available for meetings.

Council Packet Use

**** Current Process ****

All documents within the Council Packet are paper copies, so highlighting and annotation can be easily performed on the paper.

**** Proposed Process ****

If the Council Packet is read via the Council Member's personal device, all highlighting and annotation functionality will be based on that specific device.

**** Summary ****

This proposed change would allow each Council Member to use devices that they already own and are familiar with and there would be no additional cost to the City. The Information Technology Department would support the creation and uploading of the documents and could



C I T Y O F E N G L E W O O D
I N F O R M A T I O N T E C H N O L O G Y

help troubleshoot delivery issues; however, any support for personal devices would be very limited and after business hours support could require overtime by IT staff.

Other Options

***** Council Packet Use *****

A Microsoft desktop can be pushed to any device including an iPad; however, the functionality could be limited to a read-only basis. Highlighting or annotating might not be possible with this option. There would be no additional cost for this option, and technical support would be available – after hour support may require overtime.

The Council packets could be copied to a thumb drive instead of being downloaded; however, delivery of the thumb drive would still be necessary. In addition, CMO staff workload and support would increase since they would be creating 3 methods of delivery: paper copy, electronic download, and thumb drive copy.

A review of Microsoft tablets was conducted but since they are just being introduced, availability is very limited. Costs for these devices begin at \$400 + and could be shown as a demo in the next 6 – 9 months as availability becomes more widespread.

There will be other options in the future – Microsoft is quickly moving to make MS Office platform independent which will allow it to function on any device. So with this new offering, anyone can access Word, Excel, PowerPoint from an iPad, Android device, etc. The product is scheduled to be released this year and the City could implement in 2012.

Summary

***** Next Steps *****

Depending upon the direction we receive from City Council, electronic delivery of all Council materials via download could be made available beginning with the July 18th Study Session and Regular Meeting. CMO and IT staff will work through all changes in the process to insure that these documents will be available.

Microsoft tablets or other devices could be prepared for a demo later this year.



CITY OF ENGLEWOOD
COMMUNITY DEVELOPMENT

To: Mayor Woodward and Council Members
Thru: Gary Sears, City Manager
 Alan White, Community Development Director ✓
From: Tricia Langon, Senior Planner ✓
Date: May 23, 2011
Subject: Public Notice Discussion

Section 1-10-2-6: *Public Notice* of the Englewood Municipal Code states: "If required, public notice of the date, time and place of the public hearing shall be given in the manner provided by the Charter, statute or ordinance pursuant to which said hearing is to be held."

Table 16-2-2.1: Summary of Development Review and Decision-Making Procedures (See Page 3) contains all Unified Development Code (UDC) development procedures and identifies their public notice requirements. The UDC provides for three methods of public notice:

- Published (official City newspaper and website),
- Posted (sign on subject property), and
- Mailed (sent via first class mail).

Depending on the development procedure one, two or all three methods are utilized in the public notification process (See Table 16-2-2.1) The public notice method used for each development procedure is based on the anticipated effect of the proposal. Regardless of the method, the public notice must contain the date, time and location of the public hearing, a brief description of the proposed action, as well as a where additional information (application, plans, etc.) is available.

Published and posted notices are a broadcast method of notification intended to reach as many people as possible through the newspaper, the web, or a sign on the subject property. They are intended for development or code amendments affecting wider geographic areas. Requirements for published and posted notices are summarized below:

Notice Method	Responsible Party	Notice Deadline	Notice Duration	Via
Published	City	10 days prior to hearing	One publication	Official newspaper or website
Posted	Applicant	10 days prior to hearing	10 consecutive days prior to hearing	Sign on subject property

Mailed notices are used for development procedures that may impact close-lying properties and are sent to property owners within a specific area, as established in the UDC. The size of the subject parcel or the degree of anticipated impact do not affect the size of the notification mailing area. Table 16-2-3.1, below, summarizes mailed notice requirements for the three development procedure that require mailed notices:

1. Pre-application neighborhood meeting for a rezoning,
2. Major subdivision public hearing before Planning and Zoning Commission, and
3. Conditional Use Permit public hearing before Planning and Zoning Commission

TABLE 16-2-3.1: SUMMARY OF MAILED NOTICE REQUIREMENTS

Type of Application	Notice Mailed by:	When Mailing Must Occur - # of Calendar Days Prior to Meeting or Hearing:	Notice Shall be Mailed to:	Notification Area for Receipt of Mailed Notice	Mailing List and Mailing Receipt Required?	Type of Mailing
PUD, TSA, other Rezoning Neighborhood Meeting	Applicant	10 (applies only to pre-application neighborhood meeting)	Property owners of record [1]	500 feet radius measured from boundary lines of subject parcel	Yes	1st Class Mail
Major Subdivision	Applicant	10 (applies only to Planning and Zoning Commission hearing)	Property owners of record [1]	Abutting properties, including properties separated only by a street or public lands	Yes	1st Class Mail
Conditional Use for Tele-communication Facility	Applicant	15 (applies only to Planning and Zoning Commission hearing)	Property owners of record [1]	500 feet radius measured from boundary lines of subject parcel	Yes	1st Class Mail

Notes to Table: [1] Property owners of record at the Arapahoe County Clerk and Recorder's office from data available within thirty days (30) before mailing.

Any changes to the UDC regarding public notice requirements would require amendments to the text of Title 16. The text amendment process requires notification of the hearing for the proposed amendments by publication. A posted notice is not utilized because a specific property is not involved. A mailed notice to a specific area is not utilized because a text amendment to Title 16 (Zoning Regulations) affects all citizens.

TABLE 16-2-2.1: SUMMARY OF DEVELOPMENT REVIEW AND DECISION-MAKING PROCEDURES

Procedure	Section Ref.	Pre-App. Mtg. Req'd	Review (R) Decision-Making (D) or Appeal (A) Bodies				Notice Required			Lapsing Period
			CM/D	PC	CC	BAA	Pub	Mail	Post	
Adaptive Reuse of Designated Historical Buildings	16-5-3	✓	R	R	D		✓		✓	None
Administrative Adjustments	16-2-17	✓	D			A				None
Administrative Land Review Permit	16-2-11	✓	D	A						60 days to record
Amendments to the Text of this Title	16-2-6		R	R	D		✓			None
Annexation Petitions	16-2-5	✓	R	R	D		✓		✓	None
Appeals to Board	16-2-18	✓				D	✓			None
Comprehensive Plan Amendments	16-2-4		R	R	D		✓			None
Conditional Use Permits	16-2-12	✓	R	D	A		✓		✓	1 year
Conditional Use – Telecommunication	16-7	✓	R	D	A		✓	✓	✓	None
Development Agreements	16-2-15		R		D					As stated in Agreement
Flood Plain Dev't. Permit and Flood Plain Variances	See Chapter 16-4 for applicable procedures and standards									
Historic Preservation	16-6-11	✓	R	R	D		✓		✓	None
Limited Review Use Permits	16-2-13	✓	D	A						1 year
Major Subdivisions	16-2-10									
Preliminary Plat		✓	R	R	D		✓		✓	6 months to submit Final Plat
Final Plat			R	R	D		✓	✓	✓	60 days to record
Simultaneous Review Preliminary Plat/Final Plat		✓	R	R	D		✓	✓	✓	60 days to record
Recorded Final Plat										None
Minor Subdivision	16-2-11									
Preliminary Plat		✓	D	A						6 months to submit Final Plat
Final Plat			D	A						60 days to record
Recorded Final Plat										None
Official Zoning Map Amendments (Rezoning)	16-2-7	✓	R	R	D		✓		✓	None
PUD and TSA Rezoning	16-2-7	✓	R	R	D		✓		✓	None
Temporary Use Permits	16-2-14	✓	D	A						As stated in Permit
Unlisted Use Classifications	16-5-1.B	✓	D	A						None
Zoning Site Plan	16-2-9		D	A						3 years
Zoning Variances	16-2-16	✓	R			D	✓		✓	180 days
CM/D = City Manager or Designee (Including the Development Review Team) PC = Planning and Zoning Commission CC = City Council BAA = Board of Adjustment and Appeals										

Memorandum

To: Mayor Jim Woodward and City Council
Through: Gary Sears, City Manager
From: Frank Gryglewicz, Director of Finance and Administrative Services
Date: May 18, 2011
Re: Medical Marijuana Fees

Attached you will find a spreadsheet showing the fees charged for various Medical Marijuana related licenses. This will be discussed at the May 23, 2011 Study Session.

The proposed Englewood fees are based on liquor licensing fees and are intended to cover the additional incremental cost of administering the licensing of these establishments.

Attachment

