Agenda for the Regular Meeting of the Englewood City Council Monday, August 15, 2011 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 August 1, 2011.

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.)

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

   Council Response to Public Comment.

8. Communications, Proclamations, and Appointments.

   a. A proclamation declaring the month of September as National Recovery Month.

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.

9. Consent Agenda Items.

   a. Approval of Ordinances on First Reading.

   b. Approval of Ordinances on Second Reading.

      i. Council Bill No. 32, authorizing a Cooperative Agreement with Englewood Schools and Denver Urban Gardens for construction and maintenance of two community gardens – one at Clayton Elementary School and one at Charles Hay World School.

      ii. Council Bill No. 41, authorizing an Intergovernmental Agreement with Arapahoe County accepting open space grant funding in the amount of $50,000 for Riverside Park Planning.

      iii. Council Bill No. 42, authorizing an Intergovernmental Agreement with Arapahoe County accepting open space grant funding in the amount of $237,100 for Centennial Park Trail Loop renovations.

      iv. Council Bill No. 43, authorizing an intergovernmental agreement with Arapahoe County for reimbursement of costs to the City of Englewood for the provision of rotomilling and asphalt overlay services on East Hampden Avenue between South Lafayette Street and Highway 285.

   c. Resolutions and Motions.

      i. Recommendation from the Department of Parks and Recreation to approve, by motion, a Professional Services Agreement for the planning and design of Duncan Park. Staff recommends awarding the contract to the lowest acceptable bidder, Britina Design Group, in the amount of $74,980. **Staff Source: Dave Lee, Manager of Open Space.**

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

11. Ordinances, Resolutions and Motions

   a. Approval of Ordinances on First Reading.

      i. Council Bill No. 44 - Recommendation from the City Clerk's Office to adopt a bill for an ordinance submitting to a vote of the registered electors of the City of Englewood at the next scheduled Municipal Election a proposed ordinance amending the Englewood Municipal Code relating to service on Boards and Commissions. **Staff Sources: Loucrishia Ellis, City Clerk and Frank Gryglewicz, Director of Finance and Administration.**

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ii. Council Bill No. 45 - Recommendation from the City Clerk's Office to adopt a bill for an ordinance submitting to a vote of the registered electors of the City of Englewood at the next scheduled Municipal Election a proposed ordinance amending the Englewood Municipal Code relating to the parking of vehicles on private property. **Staff Sources: Loucrishia Ellis, City Clerk and Frank Gryglewicz, Director of Finance and Administration.**

iii. Council Bill No. 47 - Recommendation from the Fire Department to adopt a bill for an ordinance accepting an Emergency Medical and Trauma Services Provider Grant from the State of Colorado. **Staff Sources: Michael Pattarozzi, Fire Chief and Steve Green, EMS Coordinator.**

b. Approval of Ordinances on Second Reading.

i. Council Bill No. 36, approving a power line easement on the Byers Biosolids Farm for BP Wind Energy North America, Inc.

ii. Council Bill No. 39, authorizing Planned Unit Development Amendment #1 for the Shops at Hampden and Logan.

c. Resolutions and Motions.

12. General Discussion.

a. Mayor's Choice.

b. Council Members' Choice.

i. Motion reaffirming Resolution 86, Series of 2008 (A Resolution of support for the expansion of parking at CityCenter Englewood).

ii. Motion seeking further alternatives for RTD parking.

iii. Council Bill No. 46 – Advisory ballot question concerning lease of property for RTD parking.

13. City Manager's Report.

14. City Attorney's Report.

15. Adjournment.

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PROCLAMATION

WHEREAS, behavioral health is an essential part of health and prevention works, treatment is effective, and people can and do recover from substance use and mental disorders; and

WHEREAS, all people have the fundamental and inherent right to be accepted and treated with respect, human dignity, and worth; and

WHEREAS, individuals should be able to participate in community life including economic advancement and prosperity; fair and decent housing; quality education and positive opportunities to benefit from and contribute to material, cultural, and social progress; and

WHEREAS, it is critical to educate our policy makers, friends and family members, health care providers, and businesses that substance use and mental disorders are treatable, and that people should seek assistance for these conditions, with the same urgency as they would any other health condition; and

WHEREAS, all Americans have the opportunity to access provisions within the Affordable Care Act and Mental Health Parity and Addictions Equity Act (MHPAEA), aimed to improve physical and emotional health while ensuring that people will receive the care they need at a more reasonable cost; and

WHEREAS, substance use and mental disorders are serious public health problems. In 2009, 4.3 million people received treatment for a substance use disorder and 30.2 million people for a mental health problem (2009 National Survey on Drug Use and Health); and

WHEREAS, to help more people achieve long-term recovery, and learn how recovery positively benefits the Nation's overall well-being, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and the City of Englewood, Colorado invite all residents of Englewood to participate in National Recovery Month: Prevention Works, Treatment is Effective, People Recover.

NOW THEREFORE, I, James K. Woodward, Mayor of the City of Englewood, Colorado, hereby proclaim the month of **September 2011** as:

NATIONAL RECOVERY MONTH:
PREVENTION WORKS; TREATMENT is EFFECTIVE; PEOPLE RECOVER

in the City of Englewood, Colorado. I urge all of our residents to observe this month with appropriate programs, activities, and ceremonies supporting this year's theme, **"JOIN THE VOICES FOR RECOVERY: RECOVERY BENEFITS EVERYONE"**.

GIVEN under my hand and seal this 15th day of August, 2011.

James K. Woodward, Mayor

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2011

COUNCIL BILL NO. 32
INTRODUCED BY COUNCIL
MEMBER WILSON

AN ORDINANCE AUTHORIZING A "COOPERATIVE AGREEMENT" BETWEEN THE CITY OF ENGLEWOOD SCHOOL DISTRICT NO. 1, ARAPAHOE COUNTY AND DENVER URBAN GARDENS FOR THE CONSTRUCTION AND MAINTENANCE OF TWO COMMUNITY GARDENS.

WHEREAS, in 2009 the Englewood Cultural Arts Commission recognized the need for a community garden and a "Garden Committee" was formed with representatives from the Cultural Arts Commission, the Parks and Recreation Commission and Keep Englewood Beautiful; and

WHEREAS, the Englewood City Council supported an Englewood Community Garden with the passage of Resolution No. 64, Series of 2009; and

WHEREAS, Ordinance No. 55, Series of 2010 authorized the acceptance of the Communities Putting Prevention to Work (CPPW) grant between Tri-County Health Department and the City of Englewood for the development of two additional community gardens; and

WHEREAS, the City determined that it was in the City's best interest to form a partnership with Denver Urban Gardens (DUG) in developing the community gardens because of their extensive expertise in planning and operating nearly 100 community gardens throughout Denver, Lakewood, Aurora, Commerce City, Arvada, Golden and Sheridan; and

WHEREAS, the School District No. 1 Arapahoe County owns certain properties located at the Charles Hay World School located at 3195 South Lafayette Street and Clayton Elementary School located at 4600 South Fox Street; and

WHEREAS, the passage of this Ordinance will authorize the "Cooperative Agreement" between the City, DUG and the Englewood School District for the lease and management of two (2) Community Gardens located at the Charles Hay School and Clayton School properties;

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 and approves Attachment 1, a "Cooperative Agreement" for the lease, development and managing of two Community Gardens between the City, Denver Urban Gardens, the School District No. 1, and Arapahoe County.

Section 2. The Mayor and the City Clerk are authorized to sign and attest said "Cooperative Agreement" for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 1st day of August, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 5th day of August, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 3rd day of August, 2011 for thirty (30) days.

Read by title and passed on final reading on the 15TH day of August, 2011.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2011, on the 19th day of August, 2011.

Published by title on the City's official website beginning on the 17th day of August, 2011 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 2011.

_____
Loucrishia A. Ellis

Attachment 1

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT is made this ____ day of _____, 2011, by and between the CITY OF ENGLEWOOD, COLORADO, a Municipal Corporation of the State of Colorado (the "City"), SCHOOL DISTRICT NO. 1, ARAPAHOE COUNTY whose address is 4101 South Bannock, Englewood, CO 80110 (the District"), and DENVER URBAN GARDENS, a non-profit corporation, duly organized under the laws of the State of Colorado, and having a place of business located at 3377 Blake Street, Unit 113, Denver, Colorado 80205 ("DUG"), and jointly referred to as the "Parties".

WITNESSETH

WHEREAS, the City has applied for and received a 2010 CPPW Grant "Communities Putting Prevention to Work" from the Tri-County Health Department for two (2) Community Gardens; and

WHEREAS, the District owns certain land at the Charles Hay and Clayton Schools; and

WHEREAS, DUG, as part of its program for developing and managing community gardens, desires to coordinate the development of community gardens at the District properties; and

WHEREAS, the Charter of the City authorizes cooperative agreements such as this entered into by the City through its Department of Parks and Recreation for development of park and recreational facilities, programs and activities; and

WHEREAS, the Parties agree that a cooperative agreement to develop and sustain these community gardens is in the interests of the School District, the City, and DUG; and

WHEREAS, the District, finds and determines that, considering the size and location of the School property, its environments, density of adjacent population and their public needs, it is proper and legitimate that a portion of the School properties be set aside and used for a community garden; and

WHEREAS, because DUG has expertise in the development and operation of such gardens, it agrees to represent the City in the development and maintenance of the gardens in cooperation with the District.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. RIGHT TO OCCUPY & USE. The District does hereby grant to DUG, and DUG does hereby accept from the District, the non-exclusive use of certain land at the Charles Hay and Clayton Schools properties, together with the improvements existing thereon, located in the City of Englewood, State of Colorado and depicted in Exhibit A (Aerial Map), attached hereto and incorporated herein by this reference, for use as a community garden by the District and neighborhood citizens. The Premises designated in Exhibit A, are accepted by DUG "as is, where is" with no warranties or representations by the District as to habitability or usability of the Premises for the intended purpose. The gardens will be developed in cooperation with the District. Both DUG and the District agree to comply with all of the conditions and regulations required by the 2010 CPPW Grant incorporated herein as Exhibit C.

2. TERM OF AGREEMENT. The term of this Cooperative Agreement shall be one year, commencing on _____, 2011, and shall terminate on _____, 2012, unless sooner terminated as hereinafter provided. The District hereby grants to DUG the rights to hold that certain section of the gardens pursuant to terms of this Agreement for a one (1) year with three (3) one (1) year renewals at the option of the Parties and with three (3) additional optional one (1) year periods by agreement of all parties. The Director of Parks and Recreation and the designated representative of District must be notified in writing ninety (90) days prior to the contract extension.

3. OBLIGATION OF DUG.

A. DUG agrees to be responsible for developing and managing the garden area in cooperation with the District, the District will collect fees for the individual garden plots. These fees will be used to pay for water and to make improvements to the garden area. DUG may also apply for grants, donations and volunteers to develop the garden area. The community gardens will be limited to the area and organized according to the layout depicted on Exhibit B (Garden Design) which is attached hereto and incorporated herein by reference. The District will maintain the school property outside of the Premises. Any changes to the garden design must be approved by both DUG and the District.

B. DUG, in partnership with the City and District, shall be responsible for setting and enforcing guidelines, rules, standards, and practices for controlling the public's access, use and activities in and on the Premises for community garden purposes, all in accordance with this Cooperative Agreement. DUG shall obtain a waiver and release from each member of the public who elects to participate in gardening and related activities on the Premises. Because these gardens are on District property volunteers may also be subject to a District background check. Said waiver and release shall include the City and City's officers, employees, and agents as entities and persons against whom claims by the participating members of the public are being waived and released.

C. DUG agrees not to use, or permit to be used, the described Premises for any purpose whatsoever prohibited by the laws of the United States or the State of Colorado or the Charter, ordinances, rules and regulations of the City, or policies of the Department of Parks and Recreation.

D. DUG shall coordinate the installation and major operational aspects of the community garden with a representative or representatives of the District ("District Representative").

E. DUG and the District will be solely responsible for providing and paying for all improvements beyond the CPPW Grant funding (Exhibit C). DUG will coordinate with the District to provide and maintain all services for the community garden and associated activities. The District will pay for water and other utilities. DUG shall fully and promptly pay for all other expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the Premises and all activities conducted thereon, and City shall have no responsibility of any kind therefore.

F. DUG shall construct and maintain in a safe manner a sturdy perimeter fence around the garden area. Fence materials must be approved by the District Representative. DUG shall be responsible for securing the site in accordance with DUG practices.

G. Vehicle access to the site will be limited to delivery of bulk materials or delivery of equipment to prepare the site. There will be no regular vehicle access to garden sited for day-to-day garden care. Vehicle access will be coordinated, in advance, through the District Representative.

H. DUG and the District shall maintain all existing improvements and future improvements on the Premises in good order and repair, including fences, at its own expense, and shall keep the area free of rubbish, trash and debris, and shall be responsible for damage to the Premises and immediately surrounding property caused by misuse by its officers, employees, agents or invitees. All reasonable and prudent measures necessary shall be taken to assure that air and/or water erosion of soil are contained and mitigated. At the end of each growing season, DUG and the District shall arrange for dead or dying vegetation to be removed or trimmed back, as appropriate, and all gardening tools and garden materials to be removed from the premises or stored in an enclosed and secure garden shed on the Premises. All trash, debris, and waste must be containerized and regularly removed from the Premises by the District.

I. DUG shall have the right to place and use on the Premises equipment, fixtures, garden shed, and other items necessary for the operation of a community garden. Improvements, alterations, or installations resulting in major change to the Premises shall be subject to the approval of the District. Improvements, alterations, and installations of a permanent nature on the Premises shall not be removed by DUG at the termination of this Cooperative Agreement. Equipment and property placed by DUG at its expense in, on, or about the Premises, including fixtures temporarily affixed to the realty but which may be removed without damage, shall remain the property of DUG, and DUG shall have the right to remove all such equipment, property, and temporary fixtures and shall so promptly remove at the termination of the Cooperative Agreement.

J. No non-organic pesticides, herbicides, or other chemicals intended to kill or control insects, vermin, weeds, or unwanted vegetation and no chemical fertilizers shall be brought to, kept, or used at the community garden. DUG and the District shall be responsible for strictly enforcing this prohibition. Organic pesticides, herbicides, and fertilizers shall be utilized and in accordance with good gardening practices and manufacturer's directions and shall be stored in leak-proof containers or off-site. The District Representative shall have the authority to specify or limit the use of any organic pesticides, herbicides, or fertilizers.

K. Any water conservation restrictions or requirements of imposed by the City or the District shall be strictly applied and enforced by DUG on the Premises.

L. The District and the City, through its Parks Representative, shall have a right of access at any time to inspect the Premises.

4. INSURANCE.

A. General Conditions: DUG agrees to secure and deliver to the District and the City's Risk Manager at or before the time of execution of the Agreement, and to keep in force at all times during the term of this Agreement, as the same may be extended by amendment, insurance policy or policies which shall include commercial general liability, hired and non-owned auto liability, Workers' Compensation, property coverage, and directors and officers liability to the extent and in the amounts specified in Exhibit D (DUG Insurance Policy Certificates of Insurance) to this Cooperative Agreement.

B. Proof of Insurance: DUG shall provide a copy of this Agreement to its insurance agent or broker. DUG certifies that the Certificate(s) of Insurance (COI) attached as Exhibit C complies with all insurance requirements of this Agreement. Each policy shall name the City as an Additional insured and shall waive subrogation rights against the City and District. The COI for each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, DUG shall send written notice to the Englewood Risk Manager, 1000 Englewood Parkway Englewood, Colorado 80110, and to the 4101 South Bannock, Englewood, CO 80110. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Failure to obtain or maintain the required insurance coverage shall be grounds for suspension of DUG's use of the Premises and possible termination of this Cooperative Agreement if not promptly remedied after written notice.

5. STATUS AND AUTHORITY OF DUG; POLITICAL ACTIVITY.

A. DUG, the District, and the City acknowledge and agree that the status of DUG shall be that of a private, non-profit corporation cooperatively working with the City and District as an independent contractor solely for the purposes set forth in this Agreement. It is not intended nor shall it be construed, that DUG's personnel are employees of the City or District for any purpose whatsoever.

B. The scope of authority DUG may exercise shall be expressly delegated, assigned, or allowed under, or necessarily implied in, this Agreement. DUG shall have no authority to avoid, modify, or waive any applicable City ordinances or regulatory requirements enacted or adopted under the City's police or taxing powers.

C. This Cooperative Agreement shall not be construed to grant DUG the right or power to bind, or to impose liability upon, the City or District through any contracts or agreements DUG may make, unless expressly provided herein or unless the prior, written approval of the City and District is obtained and the contract or agreement is in accordance with all applicable City ordinances and regulatory requirement. All contracts or agreements made by DUG shall be in its own name and not in the name of the City or District.

D. DUG shall at all times take such actions as may be necessary to maintain and preserve, and shall refrain from taking such actions as may be detrimental to, its status as a non-profit corporation that qualifies as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code (or any successor provision).

E. Funds raised or grants obtained by DUG, including any earnings thereon, and the Premises shall not be used by DUG in connection with any activity to further the appointment, election, defeat, or removal of any applicant, incumbent, or candidate for public office or take any activity undertaken to influence the passage, defeat or final content of any legislation or ballot proposal unrelated to furthering or implementing the Master Plan.

6. TERMINATION AND SURRENDER OF PREMISES.

A. The City and the District shall have the right to terminate this Cooperative Agreement and may repossess the Premises, in the event of a default of DUG under this Cooperative Agreement, unless the breach or default, specified in written notice to DUG, has been cured within the time specified in the notice.

B. In the event the Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders the Premises largely unusable, without repair or rebuilding, as a community garden, neither party may but shall be obligated to rebuild or repair such damaged or destroyed portions. In the event either party elects, by written notice, not to proceed with the rebuilding or repair of the Premises or should fail to proceed with such repair or rebuilding within six (6) months after the damage or destruction, then this Cooperative Agreement shall automatically terminate.

C. DUG agrees to deliver up and surrender to the District possession of the Premises at the expiration or termination of this Cooperative Agreement, by lapse of time or otherwise, in as good repair as when DUG obtained the same at the commencement of said term, excepting only ordinary wear and decay or damage by the elements or Act of God or by civil unrest, war, or acts of terrorism, unless said damage was caused by the fault of DUG or other persons permitted by DUG to enter or occupy said Premises or any part thereof.

D. Either party may terminate this contract, with or without cause, with a thirty day written notice (With Cause: Seasonality of termination. Give consideration to complete season: March1st through October 15th). Notice of termination shall be sent to the Director of DUG, the Director of Parks and Recreation and the District Representative.

7. NOTICES. All notices required to be given to DUG hereunder shall be given by certified or registered mail, return receipt requested, addressed to it at the address contained on Page 1 of the cooperative Agreement; all notices required to be given to the City hereunder shall be given by certified or registered mail, return receipt requested, addressed to the Director of Parks and Recreation, 1155 W. Oxford Avenue, Englewood, Colorado 80110, to the City Attorney's Office for the City of Englewood 1000 Englewood Parkway Englewood, Colorado 80 110 and to the District at

4101 South Bannock, Englewood, Colorado 80110. Any party may designate in writing, from time to time, substitute addresses or persons in connection with the said notices.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED. In no event shall any action by the City or District hereunder constitute or be construed to be a waiver by the City or District of any breach of covenant or condition or any default which may then exist on the part of DUG, and the taking of any such action when any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the City or District with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Cooperative Agreement shall be deemed or taken to be a waiver of any succeeding or other breach.

9. EXAMINATION OF RECORDS. DUG agrees that any duly authorized representative of the City or District shall have access to and the right to examine any directly pertinent books, documents, papers and records of DUG, involving transactions related to this Cooperative Agreement.

10. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Cooperative Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City, the District and DUG, and nothing contained in this Cooperative Agreement shall give or allow any such claim or right of action by any other third person or such Agreement. It is the express intention of the City, the District, and DUG that any person other than the City, the District or DUG receiving services or benefits under this Cooperative Agreement shall be deemed to be an incidental beneficiary only.

11. DISCRIMINATION. DUG agrees to comply with all applicable laws concerning non-discrimination against persons because of their race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability in connection with membership on the board of directors of DUG and its activities and actions relating to the Premises. In connection with the performance under this Cooperative agreement, DUG agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts or agreements it may enter.

12. SIGNAGE. Signs may be posted as necessary for directional, informational, or regulatory purposes. The signs shall include an acknowledgement of the District ownership and of the cooperative effort between the City, the District and DUG. All signage must conform to the City of Englewood rules, regulations and signage code.

13. AMERICANS WITH DISABILITY ACT. The parties recognize that the District is subject to the provisions of Title II of the American with Disabilities Act ("ADA") and that DUG is subject to the provisions Title III of ADA. The Englewood Depot property, together with the common areas inside, is accessible to and usable by individuals with disabilities, consistent with the rights and obligations of the District pursuant to Title II of the ADA. The District shall be responsible for ensuring that the policies, practices and procedures it applies in its ownership and operation of the Premises are in compliance with Title II of ADA.

    DUG represents that it has viewed or otherwise apprised itself of such access to the Premises and common areas and accepts such access, common areas and other conditions of the Premises as adequate for DUG's responsibilities under the ADA. DUG shall be responsible for ensuring that the Premises complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as DUG modifies, rearranges or sets up in the facility in order to accommodate DUG's usage. DUG shall be responsible for any violations of the ADA that arise from DUG's modification of the Premises in order to accommodate DUG's usage. DUG shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices and procedures it applies are in compliance with the ADA.

14. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS. DUG and the District, its officers, agents, and employees, shall cooperate and comply with the City of Englewood's Drug and Alcohol Use Policy. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the District's barring DUG personnel from District facilities or participating in District operations.

15. COLORADO GOVERNMENTAL IMMUNITY ACT. The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently $150,000.00 per person, $600,000.00 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq.

16. CITY FINANCIAL COMMITMENTS. Financial commitments of the City to make any contract or do anything binding on or impose upon the City any liability to pay money are contingent upon a definite amount of money having been identified in a current appropriation, or in a fund not subject to appropriation, for the liquidation of all pecuniary liabilities so incurred.

17. TAXES, LATE CHARGES, AND PENALTIES. The City shall not be liable for the payment of taxes, late charges, or penalties of any nature except as provided by City ordinance. The City is a tax exempt entity.

18. ENVIRONMENTAL PROTECTION.

A. DUG shall comply with the applicable Federal, State and local laws, regulations, and standards that are or may become applicable to DUG's activities at the Premises.

B. DUG shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operation under this Cooperative Agreement, independent of any existing permits.

C. DUG shall save, indemnify and hold harmless the City and District from any damages, costs, expenses, liabilities, fines, or penalties resulting from releases, discharges, emissions, spills, storage, disposal, or any other acts or omissions by DUG, its officers, agents, employees, contractors or subleases, or the invitees of any of them, giving rise to City or District liability, civil or criminal, or responsibility under Federal, State or local environmental laws. This provision shall survive and expiration or termination of this Cooperative Agreement, and DUG's obligations hereunder shall apply whenever the City incurs costs or liabilities for DUG's actions of the types described in this Section.

D. The City's rights under this Cooperative Agreement specifically include the right for City officials to inspect, upon reasonable notice, the Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the City is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. DUG shall have no claim on account of any entries against the City or any officer, agent, employee, or contractor thereof.

E. DUG agrees that the City and District assumes no liability to DUG should hazardous waste cleanup requirements, whether imposed-by law or regulatory agencies, interfere with DUG's use of the Premises. DUG shall have no claim on account of any such interference against the City or any officer, agent, employee or contractor thereof.

F. DUG must comply with all Federal, State and local laws, regulations, and other requirements relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes. DUG will not accomplish any treatment, storage, or disposal of hazardous waste unless DUG is in possession of a valid permit issued to it under the Resource Conservation and Recovery Act, as amended.

G. DUG must maintain and make available to the City and District all records, inspection logs, and manifests that tract the generation, handling, storage, treatment and disposal of hazardous waster, as well as all other records required by applicable laws and requirements. The City and District reserve the right to inspect the Premises, DUG records for compliance with Federal, State and local laws, regulations and other requirements relating to the generation, handling, storage, treatment and disposal of hazardous waste, as well as to the discharge or release of hazardous substances. Violations will be reported by the City or District to appropriate regulatory agencies, as required by applicable law. DUG will be liable for the payment of any fines and penalties which may accrue as a result of the actions of DUG.

H. DUG shall comply with all requirements of the Federal Water Pollution Control Act, the National Pollutant Discharge Elimination System (NPDES), and any applicable State or local requirements.

I. DUG shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act (RCRA), or its State equivalent and any other applicable laws, rules or regulations. DUG must provide at its own expense such hazardous waste storage facilities which comply with all laws and regulations as it may need for such storage. Any violation of the requirements of this provision shall be deemed a material breach of this Cooperative Agreement. Notwithstanding any other provisions of this Cooperative Agreement, DUG shall not store or otherwise allow hazardous waste to remain at the Premises without the express written consent of the Director.

J. DUG shall not, under any circumstances, use, own, possess or allow the presence of any nuclear or radioactive material at the Premises.

K. DUG acknowledges that lead-based paint or asbestos may be present in and on facilities, equipment, or land within the Premises. The City, District or other authorized entities may conduct surveys to determine the existence and extent of any possible lead-based paint or asbestos. DUG will be notified if the City or District determines there is lead-based paint or asbestos on the Premises. Prior to beginning any alteration or modification, DUG must test any paint or potential asbestos material which would be disturbed unless a conclusive determination has been made that lead-based paint or asbestos is not present. DUG is required to handle all lead-based paint or asbestos material in accordance with all applicable Federal, State, and local laws and regulations.

20. SUCCESSORS IN INTEREST. Each and every one of the benefits and burdens of this Cooperative Agreement shall be binding upon and inure to the benefit of the parties hereto and upon the assigns or successors in interest of the parties hereto.

21. AMENDMENTS. No amendments to this Cooperative Agreement may be made except in writing, agreed to by all parties to this Cooperative Agreement, and approved and executed in the same manner as this Cooperative Agreement.

22. ASSIGNMENT. The City, the District and DUG acknowledge and agree that this Cooperative Agreement and the rights and obligations thereunder shall not be assigned or otherwise transferred to another party.

23. VENUE AND GOVERNING LAW.

A. The Charter and Revised Municipal Code of the City of Englewood, as the same may be amended from time to time, are expressly incorporated, as if fully set out in this Cooperative Agreement, by this reference.

B. This Cooperative Agreement and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado, the Charter and ordinances of the City and the rules and regulation of the District.

C. Venue for any and all legal actions arising hereunder shall lie in the Municipal Court in and for the City of Englewood, State of Colorado.

24. INTEGRATION. This Cooperative Agreement is intended as the complete integration of all understandings between the City, the District, and DUG. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect, unless embodied in this Cooperative Agreement in writing. Any oral representation by any officer or employee of the City or District at variance with terms and conditions of this Cooperative Agreement or any written amendment to this Cooperative Agreement shall not have any force or effect nor bind the City.

25. SEVERABILITY. The City, District and DUG agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law of the State of Colorado or the federal government, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the liability of the City or District, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

26. CLAIMS. In the event that any claim, demand, suit, or other action is made or brought in writing by any person, firm, corporation, or other entity against DUG related in any way to this Cooperative Agreement, DUG shall give written notice thereof to the City and District within five (5) working days after being notified of such claim, demand, suit, or action. Such notice shall state the date and hour of notification and shall include a copy of any such claim, demand, suit, or other action received by DUG. Such written notice shall be delivered either personally or by mail to the address of the City and District specified in the notice provision of this Cooperative Agreement.

27. LIENS AND LICENSES. DUG shall not permit any mechanic's or materialman's lien or any other to be imposed and remain for more than Ninety (90) days upon the property of the City or any part or parcel thereof by reason of any worker labor performed or materials furnished by any person co-partnership, association of persons, company, or corporation, to or for DUG, either pursuant to C.R.S. 38-26-107, as amended, or by other authority. DUG shall pay promptly when due, all bills, debts and obligations incurred in connection with this Cooperative Agreement and shall not permit same to become delinquent and shall suffer no lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City or District. DUG may, diligently and in good faith, resist or contest the application or imposition of any such tax, fee, lien, bill, debt, or obligation, in which case the same shall not be considered due, owing or imposed for the purposes of this Cooperative Agreement until final adjudication of validity.

28. AGREEMENT CHANGES/ADJUSTMENTS. Any changes or adjustments to this agreement must be approved by the Director of Parks and Recreation and the District Representative.

29. CITY EXECUTION OF AGREEMENT. This Cooperative Agreement is expressly subject to, and shall not be or become effective or binding on the City until approved by Englewood City Council by ordinance and fully executed by all signatories of the City of Englewood

30. DISTRICT EXECUTION OF AGREEMENT. This Cooperative Agreement is expressly subject to, and shall not be or become effective or binding on the District until approved by District School Board and fully executed by all signatories of the District School Board.

31. LEGAL AUTHORITY.

A. DUG, the City and the District each assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Cooperative Agreement.

B. The person or persons signing and executing this Cooperative Agreement on behalf of DUG, the City and the District, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Cooperative Agreement on behalf of DUG, the City and the District and to validly and legally bind DUG, the City and the District to all the terms, performances and provisions herein set forth.

C. The City and District shall have the right, at its opinion, to either temporarily suspend or permanently terminate this Cooperative Agreement, if there is a dispute as to the legal authority of either DUG or the persons signing the Cooperative Agreement to enter into this Cooperative Agreement. The City and District shall not be obligated for any performance of the provisions of this Cooperative Agreement after the City has suspended or terminated this Cooperative Agreement as provided in this Section.

31. COUNTERPARTS OF THE CONTRACT. This Cooperative Agreement will be executed in counterparts, each of which shall be deemed to be an original, and each of such counterparts will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CITY OF ENGLEWOOD

ATTEST:

By_____
James K. Woodward, Mayor

_____
Loucrishia A. Ellis, City Clerk

RECOMMENDED AND APPROVED:

Jerrell Black
Director of Parks & Recreation

DENVER URBAN GARDENS "DUG"
IRS Identification No. 74-2374848

By _____

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

Subscribed and sworn to before me this 11 day of July, 2011, by Michael J. Buchenau as Executive Director of Denver Urban Gardens "DUG".

_____
Notary Public
Address 1155 W. Oxford Ave.
Englewood, CO 80110

My Commission expires: 12-17-12

SCHOOL DISTRICT NO. 1, ARAPAHOE COUNTY COLORADO

By _____

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

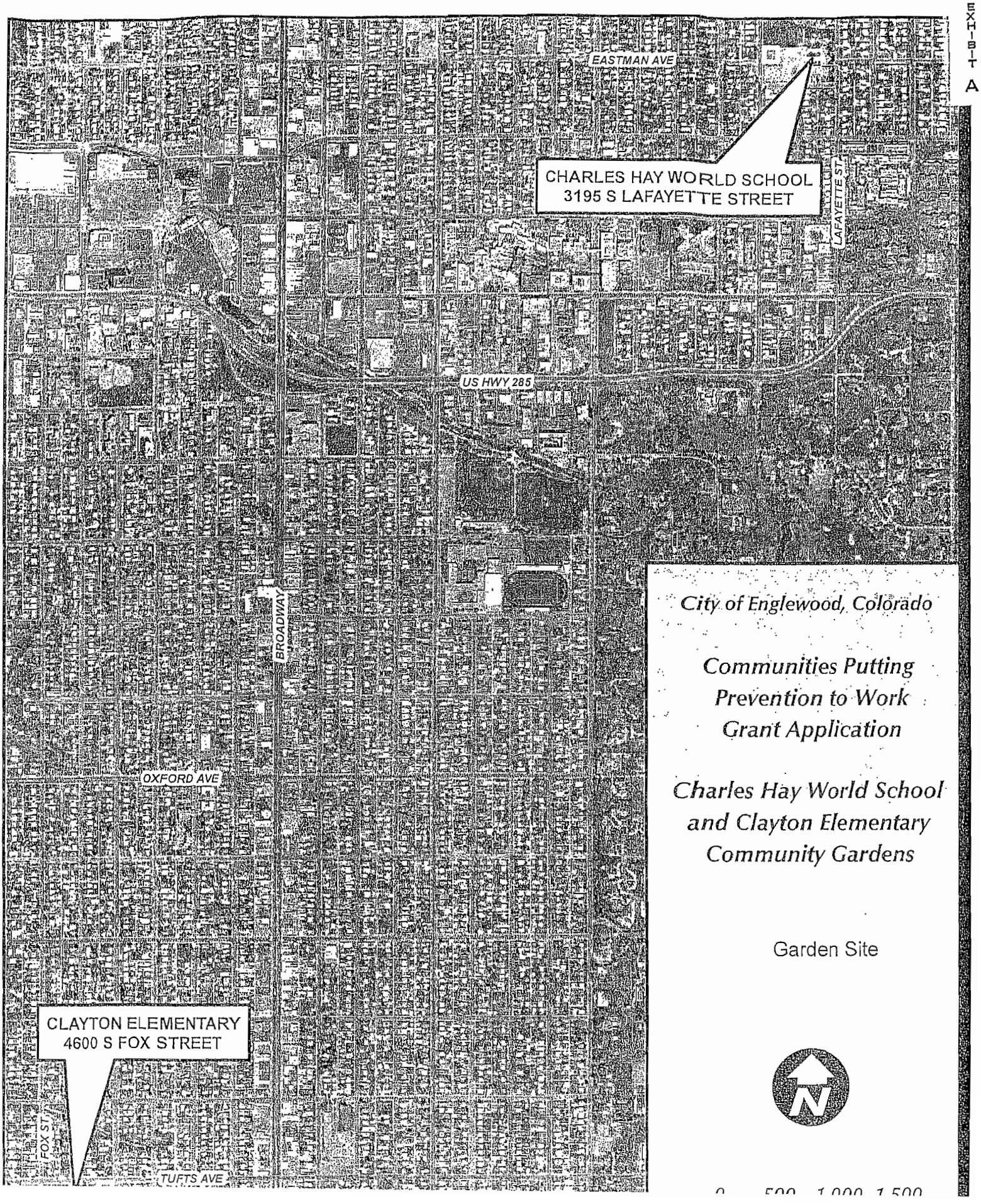
Subscribed and sworn to before me this 21 day of June, 2011, by Brian Ewert as Superintendent of School District No. 1, Arapahoe County "District".

_____
Notary Public
Address 4101 S. Bannock
Englewood, CO 80110

My Commission expires: 11-17-12

LINDA FELLING
NOTARY
PUBLIC
STATE OF COLORADO

EXHIBIT A



City of Englewood, Colorado

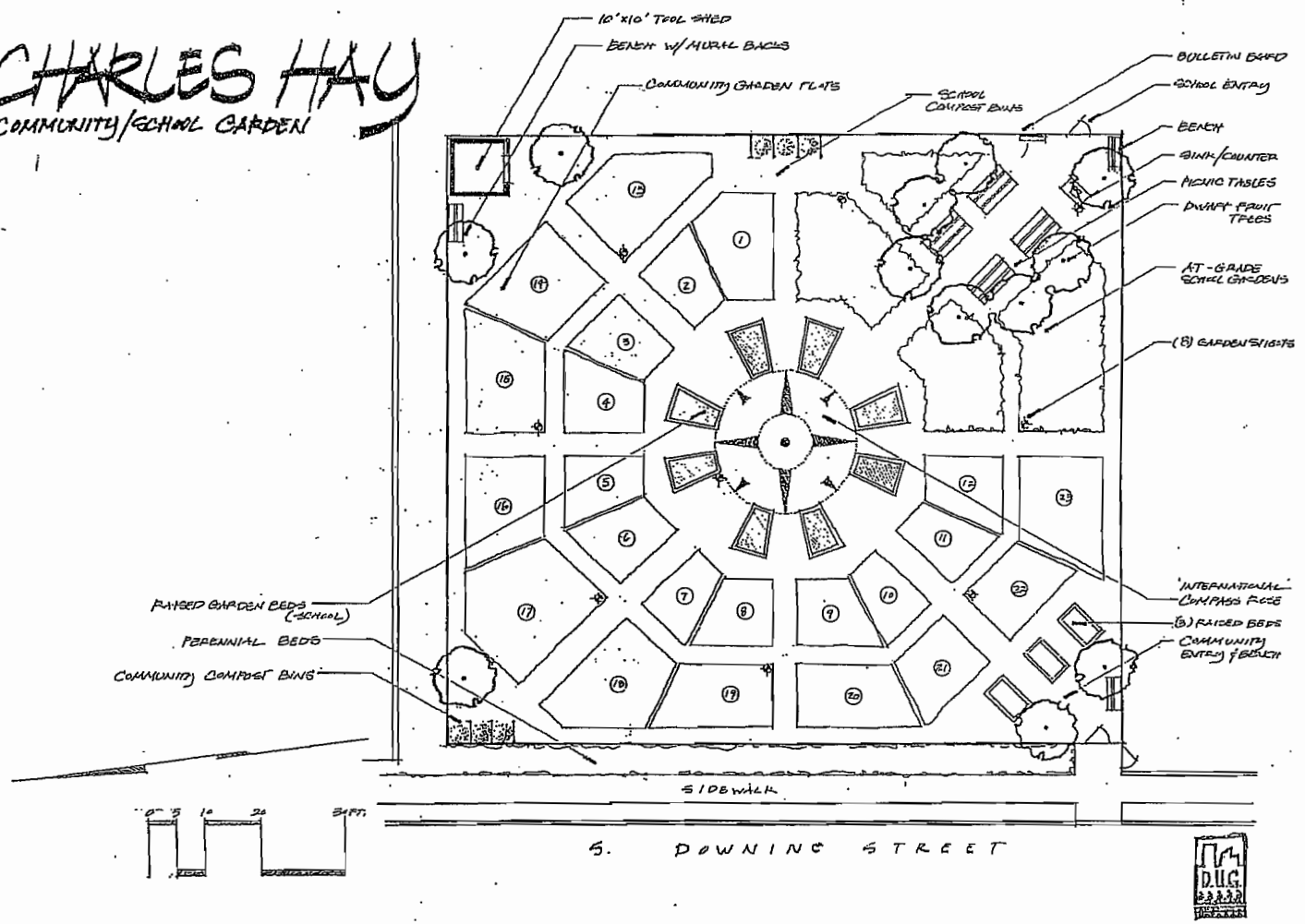
Communities Putting Prevention to Work Grant Application

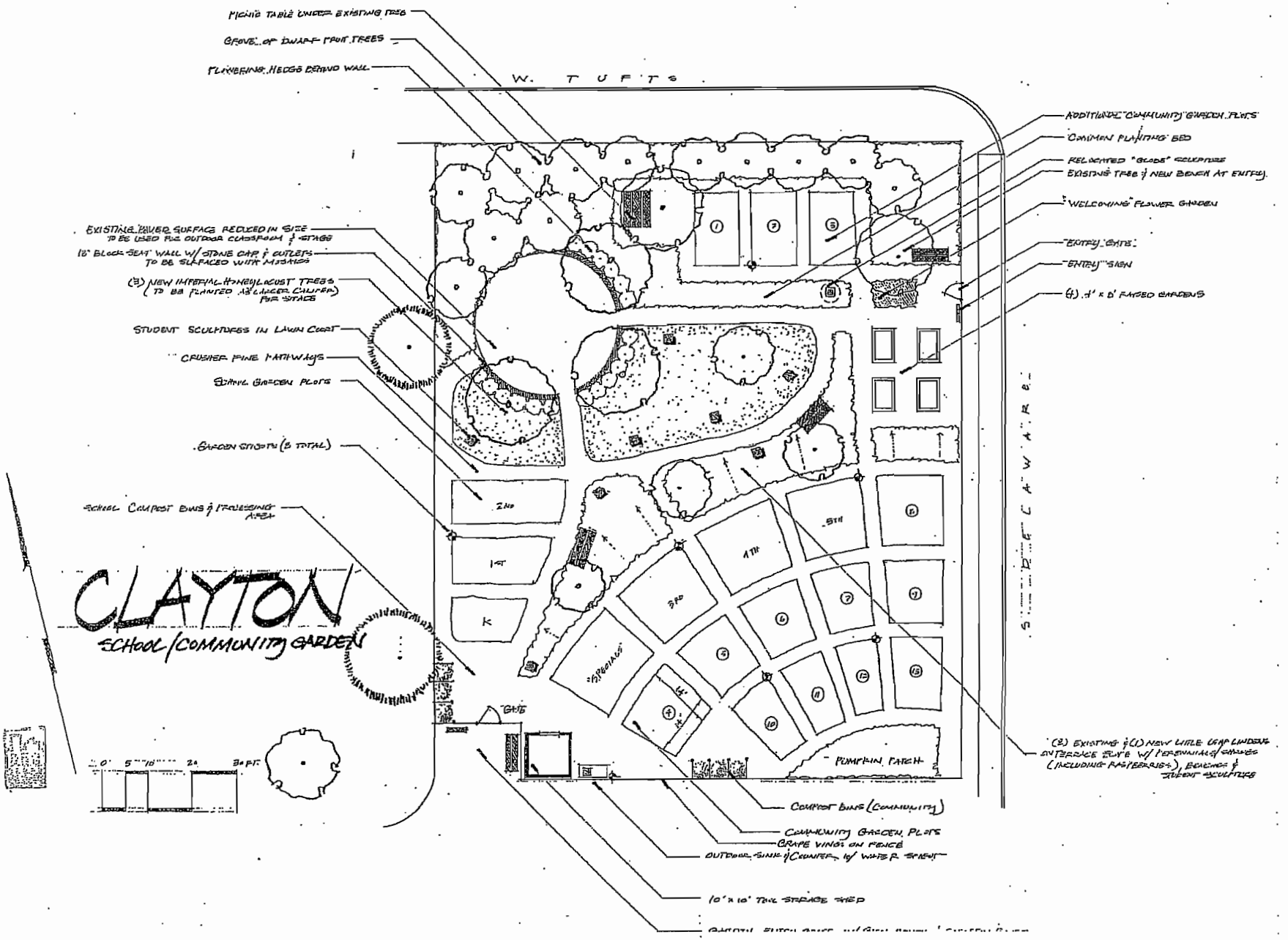
Charles Hay World School and Clayton Elementary Community Gardens

Garden Site

EXHIBIT B

CHARLES HAY
COMMUNITY/SCHOOL GARDEN




PICNIC TABLE UNDER EXISTING TREE
GROVE OF DWARF FRUIT TREES
FLOWERING HEDGE BEHIND WALL
W. TUFTS
ADDITIONAL "COMMUNITY" GARDEN PLOTS
COMMON PLANTING BED
RELOCATED "GLOBE" SCULPTURE
EXISTING TREE & NEW BENCH AT ENTRY
"WELCOMING" FLOWER GARDEN
"ENTRY" GATE
"ENTRY" SIGN
(4) 4' x 8' RAISED GARDENS
EXISTING PAVER SURFACE REDUCED IN SIZE TO BE USED FOR OUTDOOR CLASSROOM & STAGE
18" BLOCK SEAT WALL W/ STONE CAP & OUTLETS TO BE SURFACED WITH MOSAICS
(3) NEW IMPERIAL HONEYLOCUST TREES (TO BE PLANTED 3" CALIPER) FOR STAGE
STUDENT SCULPTURES IN LAWN COURT
CRUSHER FINE PATHWAYS
SMALL GARDEN PLOTS
GARDEN STOOLS (5 TOTAL)
SCHOOL COMPOST BINS & PROCESSING AREA
CLAYTON
SCHOOL/COMMUNITY GARDEN
2ND
1ST
K
3RD
4TH
5TH
6TH
7TH
8TH
9TH
10
11
12
13
14
15
16
17
18
PERENNIALS
GATE
PUMPKIN PATCH
SIDE CAWARE
(2) EXISTING & (1) NEW LITTLE LEAF LINDENS ON TERRACE ELVE W/ PERENNIALS/SHRUBS (INCLUDING RASPBERRIES), BENCHES & STUDENT SCULPTURE
COMPOST BINS (COMMUNITY)
COMMUNITY GARDEN PLOTS
GRAPE VINES ON FENCE
OUTDOOR SINK & COUNTER W/ WATER SPIGOT
10' x 10' TOOL STORAGE SHED
0' 5' 10' 20' 30 FT

Tri-County Health Department

EXHIBIT C

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.

12/29/10

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 MD 12/29/10	Signature Date
Name: RICHARD L. VOGT MD	Name: James K. Woodward
Title: EXECUTIVE DIRECTOR	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.

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	$ 1,200.	
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

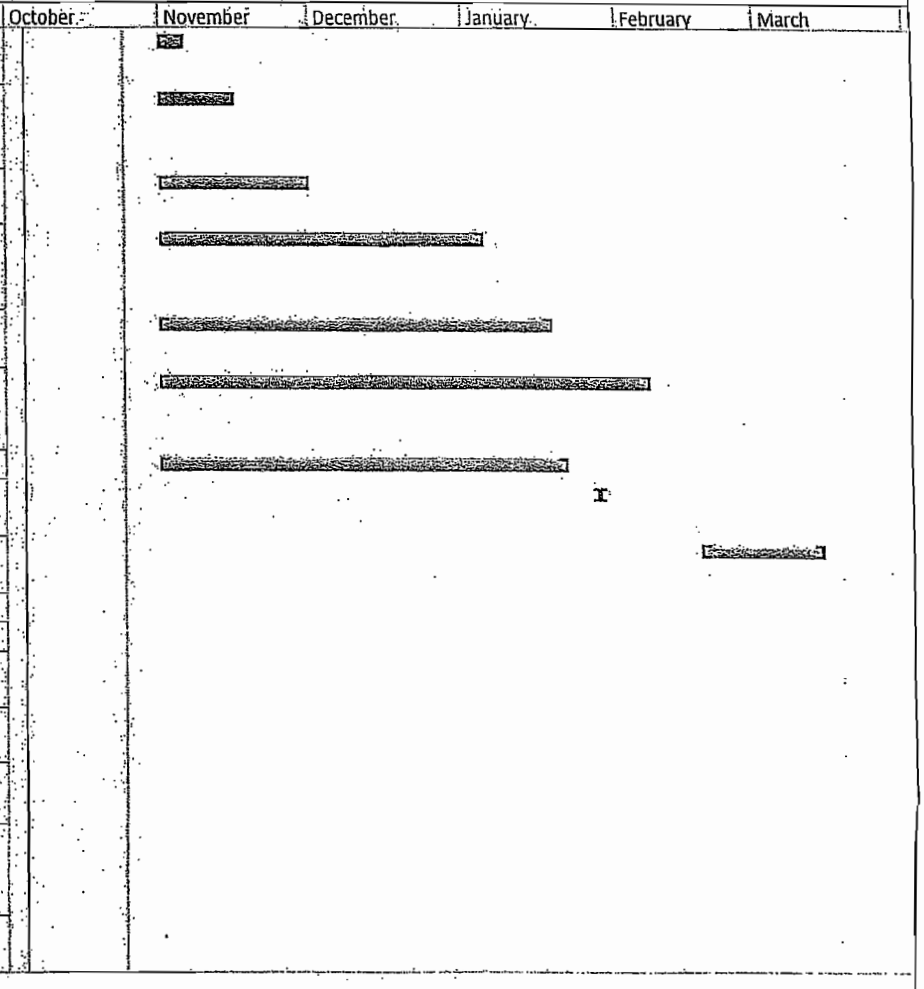
FORM OF FINANCIAL REPORT

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

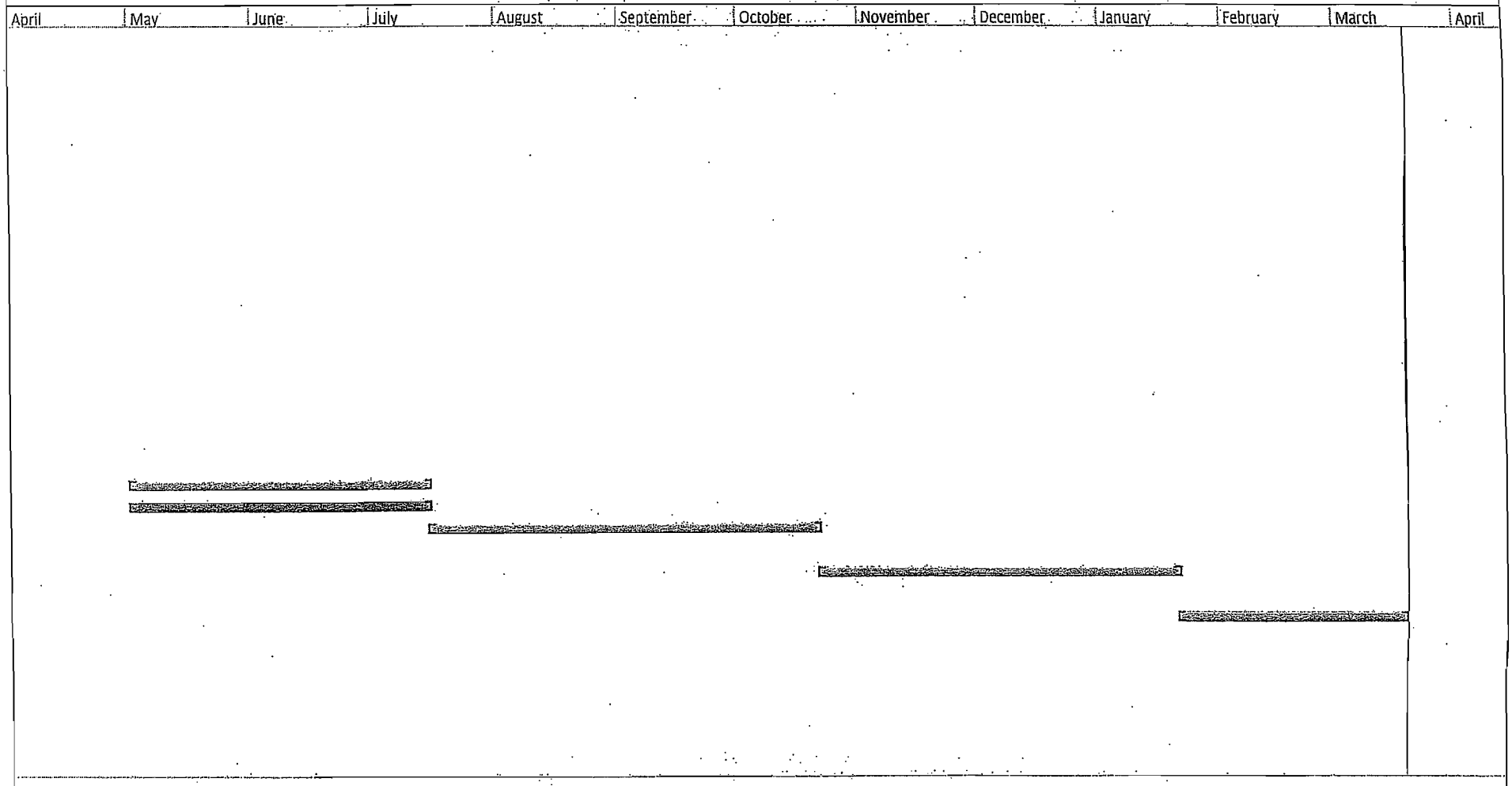


EXHIBIT Z

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.

EXHIBIT D

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Taggart & Associates, Inc.
1600 Canyon Boulevard
P. O. Box 147
Boulder CO 80306

CONTACT NAME: Dawn Chavez
PHONE (A/C, No, Ext): (303) 442-1484 FAX (A/C, No): (303) 442-8822
E-MAIL ADDRESS: --
PRODUCER CUSTOMER ID #: 00002246

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Co.	23850
INSURER B: Owners Insurance Co	32700
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Denver Urban Gardens
3377 Blake St., Suite 113
Denver CO 80205

COVERAGES CERTIFICATE NUMBER: 11-12 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (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			PHPK676242	2/17/2011	2/17/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			4434581201	2/17/2011	2/17/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Rental Value	$ 30/day 900
							Hired/Non-Owned Auto Liability	$ 1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			PHUB334078	2/17/2011	2/17/2012	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Englewood is named as Additional Insured including Waiver of Subrogation as respects General Liability and Auto Liability in regard to work performed by the Named Insured. 10 Day Notice of Cancellation applies in the event of Cancellation due to Non-Payment of Premium.

CERTIFICATE HOLDER
City of Englewood
Attn: Risk Manager
1000 Englewood Parkway
Englewood, CO 80110

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Dawn Chavez/ABB

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Client#: 80101 DENVURBA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/24/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HUB International Ins Svcs Inc
1125 17th Street, Suite 900
Denver, CO 80202
303 694-0940

CONTACT NAME: Martha A Pompeo
PHONE (A/C, No, Ext): 303-291-2007 FAX (A/C, No): 866-243-0727
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Carolina Casualty Insurance Com	10510
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Denver Urban Gardens
Attn Cheryl Brubaker
3377 Blake Street Unit #113
Denver, CO 80205

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Directors & Offic			31002203	01/13/2011	01/13/2012	$1,000,000 combined	
a	& Empl Prac Liab						aggregate limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Englewood
Englewood Risk Manager
1000 Englewood Pkwy
Englewood, CO 80110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/23/2011

PRODUCER (303)894-0298 FAX: (303)894-0161
Nonprofit Resources, Inc.
455 Sherman Street
Suite 207
Denver CO 80203

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.

INSURED
Denver Urban Gardens
3377 Blake Street Ste 113
Denver CO 80205

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Pinnacol Assurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 100,000
		If yes, describe under SPECIAL PROVISIONS below	3273551	10/1/2010	10/1/2011	E.L. DISEASE - EA EMPLOYEE	$ 100,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

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

The City of Englewood is named additional insured Funding. Waiver of Subrogation applies to workers compensation.

10-day notice of cancellation for non-payment of premium

CERTIFICATE HOLDER

Englewood Director of Parks and Recreatio
1155 W. Oxford Avenue
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 30 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
Rachel Hernandez/RH

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2011

COUNCIL BILL NO. 41
INTRODUCED BY COUNCIL
MEMBER WILSON

AN ORDINANCE AUTHORIZING AN "INTERGOVERNMENTAL AGREEMENT REGARDING 2011 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS PROJECT NAME: RIVERSIDE PARK PLANNING GRANT" BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO.

WHEREAS, 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; and

WHEREAS, the Riverside Park project is located along the South Platte River and Oxford Avenue adjacent to the Englewood Golf Course; and

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

WHEREAS, the City Council of the City of Englewood approved the submittal of an application for an Arapahoe County Open Space Grant for Riverside Park planning with the passage of Resolution No. 89, Series of 2010; and

WHEREAS, the City of Englewood has been awarded an Open Space Grant to fund Riverside Park planning; and

WHEREAS, Arapahoe County agrees to provide the City of Englewood with grant funds in the amount of $50,000 for Riverside Park planning; and

WHEREAS, matching funds in the amount of $84,600 are budgeted in the City's 2011 Open Space Shareback Fund; and

WHEREAS, passage of this Ordinance will authorize the Intergovernmental Grant Agreement between Arapahoe County Commissioners and the City of Englewood for the Riverside Park Planning Grant;

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

Section 1. The Intergovernmental Grant Agreement between the City of Englewood, Colorado and Board of County Commissioners of the County of Arapahoe, State of Colorado pertaining to the Riverside Park Planning Grant, "Attachment 1", is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the Intergovernmental Grant Agreement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 1st day of August, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 5th day of August, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 3rd day of August, 2011 for thirty (30) days.

Read by title and passed on final reading on the 15TH day of August, 2011.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2011, on the 19th day of August, 2011.

Published by title on the City's official website beginning on the 17th day of August, 2011 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 2011.

_____
Loucrishia A. Ellis

Attachment 1

INTERGOVERNMENTAL AGREEMENT REGARDING 2011 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS PROJECT NAME: RIVERSIDE PARK PLANNING GRANT

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

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

WHEREAS, Resolution No. 030381 authorizes the County to award discretionary grants from its Open Space Fund to municipalities and special districts, as more fully set forth therein; and

WHEREAS, on May 17, 2011 the County approved the Grantee's grant application for the **Riverside Park Planning Grant** ("Grant Project"), which is attached hereto and incorporated by reference herein as Exhibit A, subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein; and

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

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

1. Amount of Grant. The County hereby awards Grantee an amount not to exceed **$50,000** ("Grant Funds") for the Grant Project from the Arapahoe County Open Space Fund.

2. Use of Grant Funds. The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as described in Exhibit A.

3. Time For Use of Grant Funds. The Grantee agrees that such Grant Funds will be expended by no later than two years from the date of transfer of Grant Funds from the Grantor to the Grantee, unless a longer period of time is otherwise agreed to by the County in writing.

4. Interest on Grant Funds. The Grantee further agrees that, after receipt of the Grant Funds, the Grantee will use any interest earned on the Grant Funds only for the Grant Project as set forth in its approved grant application.

5. Administration of Grant Project. The Grantee shall be responsible for the direct supervision and administration of the Grant Project. The County shall not be liable or responsible for any cost overruns on the Grant Project. Nor shall the

County shall have any duty or obligation to provide any additional funding for the Grant Project if the Grant Project cannot be completed with the amount of Grant Funds awarded by the County to the Grantee.

6. Grant Project Site Visits. Upon 24 hours written notice to the Grantee, the Grantee agrees to allow the County to make site visits before, during, at the completion of and/or after the Grant Project.

7. Acknowledgement of County by Grantee. The Grantee agrees to acknowledge the County as a contributor to the Grant Project in all publications, news releases and other publicity issued by the Grantee related to the project and agrees to allow the County to do the same. If any events are planned in regard to the Grant Project, the County shall be acknowledged as a contributor in the invitation to such events. Grantee shall cooperate with the County in preparing public information pieces, providing photos of the Grant Project from time to time, and providing access to the Grant Project for publicity purposes.

8. Required Sign at Project Site. Grantee agrees to erect and permanently maintain at least one sign in a publicly visible area in recognition of the grant from the Arapahoe County Open Space Program. The location, form, design, and wording of such sign shall be approved by the County. Such sign shall be erected prior to the completion of the Grant Project or its public opening, whichever is earlier.

9. Report Requirements. On or before **January 31, 2012** the Grantee agrees to provide the County with an initial Grant Project status report that describes the amount of progress in completing the Grant Project, Grant Project milestones, and the use of the Grant Funds to date. Upon completion of the Grant Project, the Grantee also agrees to submit to the County a final report, including a cover letter and a final spreadsheet comparing the original budget to actual expenses that certifies what the Grant Funds have been used for and that the Grant Funds have been used in accordance with County Resolution No. 030381. The final report shall also include a detailed project summary along with high resolution photographs of the various stages of the Grant Project development and its completion. The Grantee further agrees to provide the County with an electronic copy of the final report, including separate high resolution digital photographs. The final report shall be submitted within three (3) months of project completion unless a longer period of time has been agreed to by the County in writing. The County shall be allowed to use information and photographs from reports in publications, public information updates, and on the County's web site.

10. Failure to Submit Required Reports. Upon written notice from the County's Open Space Manager, informing the Grantee that it has failed to submit any required status report and/or final report, the Grantee shall submit such reports to the County through the County's Open Space Manager within thirty (30) days, and, if it fails to do so, the Grantee shall be deemed to be in violation this Agreement. The Grantee shall be ineligible for any future Grant Funds, until and unless such reports have been submitted to the County's Open Space Manager.

11. Record Keeping Requirements. The Grantee shall maintain a complete set of books and records documenting its use of the Grant Funds and its supervision and administration of the Grant Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Grantee which are pertinent to the Grant Project for the purpose of making an audit, examination, or excerpts. The Grantee shall keep all books, documents, papers, and records, which are pertinent to the Grant Project, for a minimum of three years. Grantee agrees to report to the County any unexpended Grant Funds and consult with the County concerning proper accounting for unexpended Grant Funds prior to completion of the Grant Project final report.

12. Reimbursement of Grant Funds. The Grantee understands and agrees that if the Grant is not used in accordance with its approved Grant Application and/or this Agreement, the County may require the Grantee to reimburse the County in the amount of such Grant Funds that are not used for the Grant Project.

13. Remedies. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.

14. No Waiver of Rights. A waiver by either party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

15. Changes to Grant Project. The Grantee agrees and understands that its Grant Project, once it has been approved by the County, may not be changed without the County's prior approval. Changes must be requested in writing and may not begin until an amendment to this Agreement has been approved by the County.

16. Transfer of Interest in Grant Project. The Grantee understands and agrees that no land or interests acquired with the Grant Funds as part of the Grant Project may be sold, leased, traded, or otherwise conveyed, nor may an exclusive license or permit on said land or interests be given, without prior approval of the Grantee's governing body after conducting a public hearing. The Grantee further agrees if such sale, lease, trade or conveyance is made or an exclusive license or interest has been given, the proceeds shall be deposited in an open space fund to be used for purposes consistent with Resolution No. 030381.

17. Use Restrictions on Acquired Lands. Arapahoe County may require legally binding use-restrictions on real property acquired with County Open Space funds to ensure the long-term protection of lands for parks and open space purposes, consistent with County Resolution #030381. Unless otherwise notified in writing by the County, Grantee agrees to place use-restrictions on any real property acquired with the Grant Funds, in the form of a conservation easement or a deed restriction ("use-restriction document"), as determined by the County, by executing and recording such use-restriction document. Prior to the execution and recording of any use-restriction document, and prior to the disbursement from the County to the Grantee of any Grant Funds for purposes of the acquisition of real

property, the Grantee must first obtain written approval as to the form and content of the use-restriction document, and the manner and timing of its recording, from the County Attorney's Office, and Grantee agrees to comply with the terms and conditions of any such approval, unless Grantee opts instead to not accept the award of Grant Funds and to forgo the disbursement of such Funds.

18. Maintenance: Grantee agrees to assume responsibility for continuous long-term maintenance and public safety of open space lands, trails, recreation facilities, amenities, signage or other projects funded by the Grant Funds.

19. Relationship of the Parties. The Grantee shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.

20. No Third Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Grantee.

21. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.

22. Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the Grantee.

23. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.

24. Notices. Notices, as referred to in this Agreement, shall be sent to:

COUNTY: Board of County Commissioners of Arapahoe County
5334 South Prince Street
Littleton, Colorado 80166-0001

and

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80166-0001

and

Arapahoe County Open Space Manager
10730 East Briarwood Avenue, Suite 100
Centennial, Colorado 80112-3853

and

CITY: Joe Sack
Recreation Supervisor
City of Englewood
1155 W. Oxford Ave.
Englewood, CO 80110

25. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

26. Extent of Agreement. This Agreement constitutes the entire agreement of the parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

28. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.

29. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

30. Disbursement of Grant Funds. For land acquisition projects, Grant funds are to be made available to the Grantee by the County at the time of real estate closing, subject to the provisions of Section 17. For all other types of projects, funds shall be transferred soon after the execution of the IGA. The preferred method used by the County for transfer of Grant Funds is by ACH Authorization. Grantee agrees to this method.

31. Assignment. The rights, or any parts thereof, granted to the parties herein may be assigned only with the prior written consent of the non-assigning party.

32. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

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

DATED this _____ day of _____, 2011.

ATTEST:

By:_____
Name Loucrishia A. Ellis
Title City Clerk

GRANTEE:

By:_____
Name James K. Woodward
Title Mayor

ATTEST:

By:_____
Nancy A. Doty,
Clerk to the Board

COUNTY OF ARAPAHOE
STATE OF COLORADO

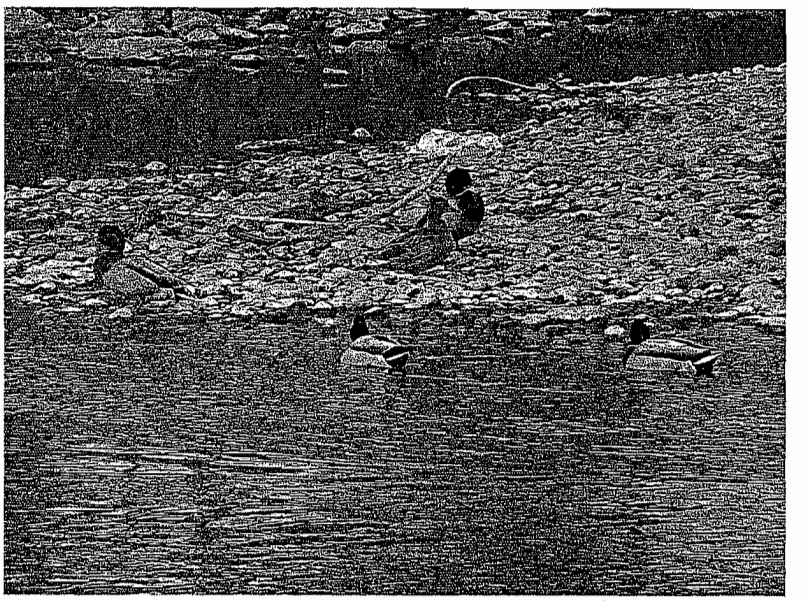
By:_____
Shannon Carter, Special Assistant to the BOCC
Pursuant to Resolution No. 110143

Exhibit A

Arapahoe County
Colorado's First

2011
ARAPAHOE COUNTY
Open Space, Parks and Trails Grants

Planning Grant Application



Applicant Name: City of Englewood

Project Name: Riverside Park Planning

Contact Information: Joe Sack, Recreation Supervisor
Department of Parks and Recreation
1155 W. Oxford Avenue, Englewood, CO 80110
Phone:303-762-2667 Email:

TABLE OF CONTENTS

Section	Page Number
Part A – Basic Project Information, Type of Grant, Project Name and Location, Abstract, Project Financial Summary, Land Ownership, Contacts, Authorized Signature and Photographs	Page 3
Part B – Detailed Project Narrative and Selection Criteria	Page 9
Part C – Evidence of Support, Internal and External	Page 12
Part D – Maps	Page 18
Part E – Project Timeline / Funding Acknowledgement	Page 21
Part F – Budget	Page 22

Part A - BASIC PROJECT INFORMATION (to be completed for each project)

Name of Planning Project: Riverside Park Planning/Development
(Please limit project name to five words if possible)

Name of City / Recreation or Metro District: City of Englewood

Project Type (check one or more):

- ☐ Master Plan for _____
- ☐ Management Plan for _____
- ✕ Site Plan for Riverside Park
- ☐ Trail / Trailhead Planning
- ☐ Open Space Acquisition Plan
- ✕ Park Plan
- ☐ Improvement / Construction Plan
- ☐ Education Plan
- ☐ Maintenance Plan for _____
- ☐ Other (please describe)

PROJECT LOCATION INFORMATION (complete appropriate items as applicable)

Project Site Street Address 2101 W. Oxford Avenue, Englewood CO 80110

Cross Streets (Nearest) Santa Fe Drive/W. Oxford Ave. GPS Coordinates (if available): _____

Section/Township/Range: Ward 1/City of Sheridan County Commissioner District # District 1

Is project site located in unincorporated Arapahoe County? No Town or City? City of Sheridan
If any part is outside of Arapahoe County, please justify proposed use of funds outside County.

Jurisdiction(s) governing project site: Property owned and project managed by City of Englewood
Property resides within the City of Sheridan's city limits.

Name the immediate community and surrounding area to be served by the project:
Southwest Arapahoe County including the Cities of Englewood, Sheridan and Littleton

Estimate the number and type of end-users monthly who would visit the completed project site:
1,500 estimated end users which include families, trail users, kayak access and fishermen

Zoning description: PUD Is re-zoning required to implement this project? No

Abstract: (condensed description of your project in 150 words or less):

Riverside Park is a new project located along the South Platte River and Oxford Avenue adjacent to the Broken Tee Golf Course. Development of Riverside Park would allow for additional river access, become a trailhead to the Mary Carter Greenway Trail and also 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.

Word count 69

PROJECT FINANCIAL SUMMARY

GRAND TOTALS FROM BUDGET PAGE: **(round-off all figures to nearest $100)**

1. **Grant Request** **$ 50,000** **(total requested from County)**
2. **Cash Match Funds** **+ $ 72,400** **(required 10% minimum or more)**
3. **In-kind Match** **+ $ _____** **(total in-kind value from budget)**
4. **Contingency** **+ $ 12,200** **(contingency funds, if any, are to be provided by the applicant, not to be charged against the County grant, to be estimated beyond the minimum cash match amount.)**
5. **Total Project Cost** **= $ 134,600** **(line 5 must equal lines 1 thru 4)**

Line 5 above must equal Grand Total Cost from budget page

LAND OWNERSHIP AT PROJECT SITE (complete this section as applicable)

Name of Land Owner at Project Site: City of Englewood

X Applicant entity can **verify its legal authority** to implement the proposed project on this land

X Applicant currently has legal access to project site without trespassing on adjacent property

YES The City of Englewood is the current legal owner of property of the proposed project site and will forward evidence of ownership if requested.

APPLICANT CONTACT INFORMATION & AUTHORIZED SIGNATURE:

City of Englewood
Name of Applying Municipality or District

Joe Sack
Primary Contact Person

1155 W. Oxford Avenue
Official Address: Street or PO Box

Recreation Supervisor
Title of Contact Person

Englewood
City

80110
Zip Code

303-762-2667
Agency Phone

Cell Phone: 303-944-9064

Email: [illegible]

Name of **Funding Partners:**
N/A

Partner Contact Name / Phone / Email:

Authorized Agent Name & Signature (Required):

I Jerrell Black, hereby affirm that I am the authorized agent for the City of Englewood, which is applying for the grant as described herein, and that I am legally authorized on behalf of said entity to apply for, as its agent, this Arapahoe County Open Space, Parks, and Trails Grant.

Signature of Authorized Agent

2/15/2011
Date

By what authority is the signatory (above) authorized to represent your entity?
Explain: Jerrell Black as the Director of Parks and Recreation has been given the authority to act as an authorized agent by the City of Englewood.

Photographs

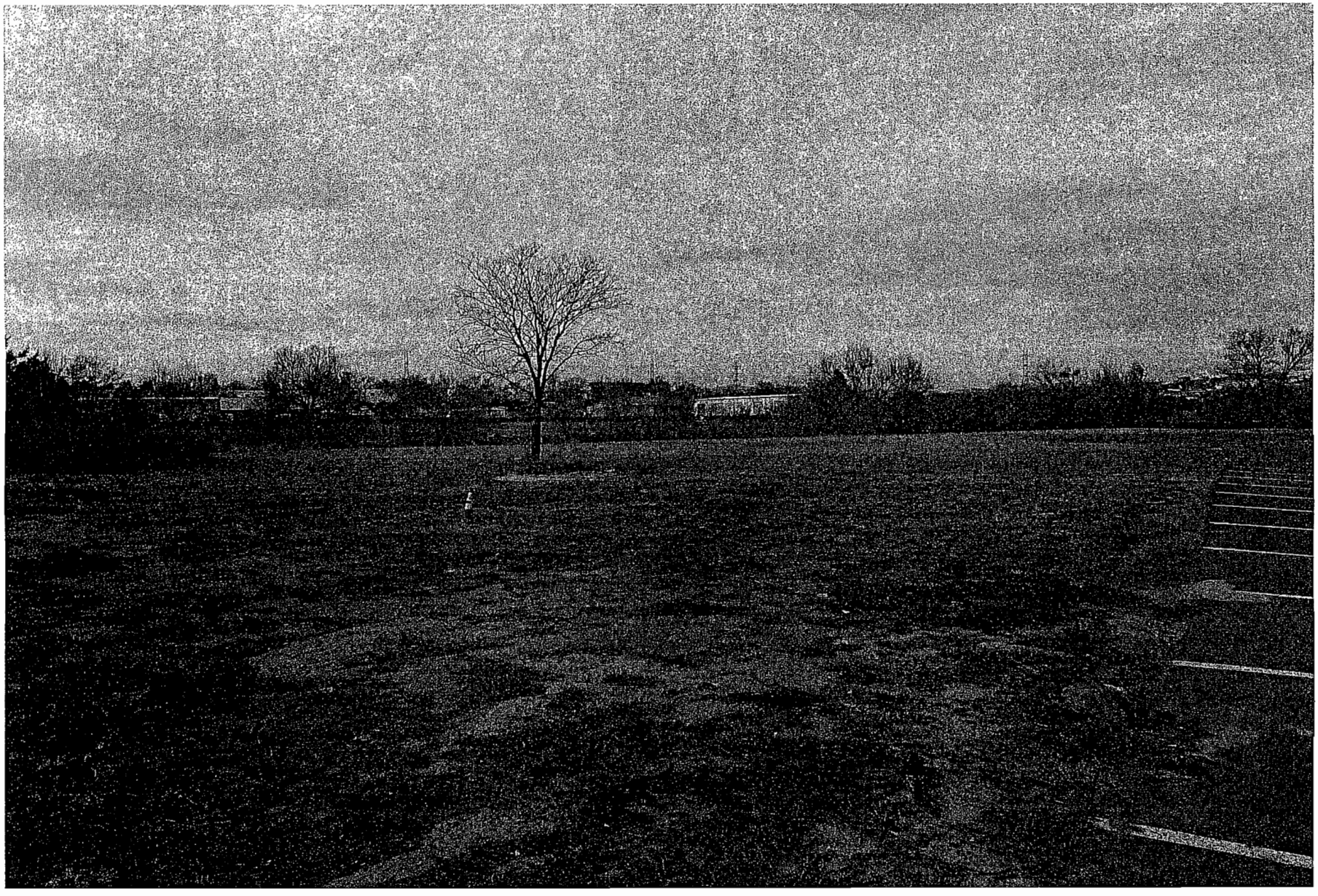


Figure 1 - Riverside Property looking east

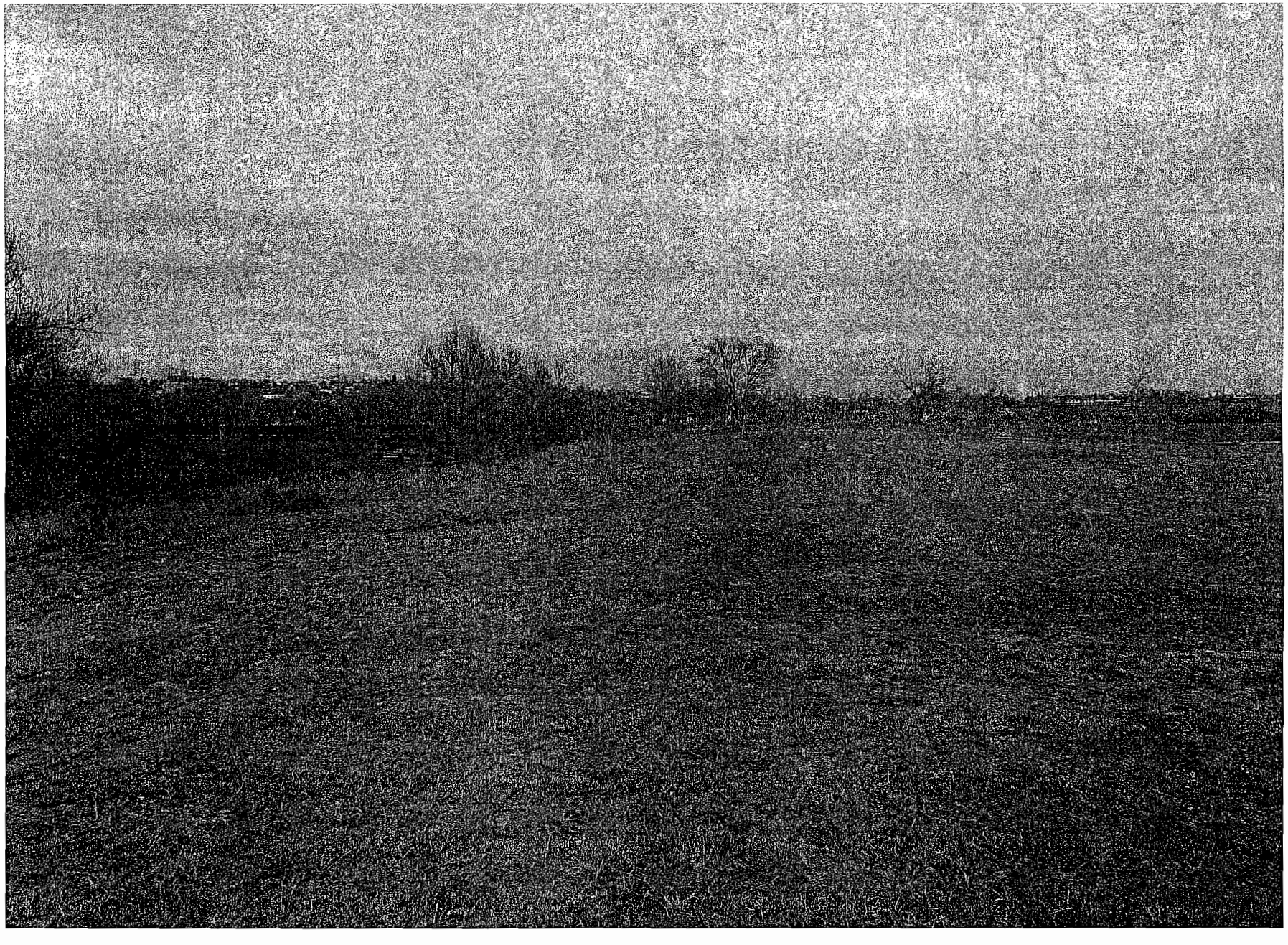


Figure 2 – Riverside Property looking north

Part B – PLANNING PROJECT NARRATIVE PER EVALUATION CRITERIA

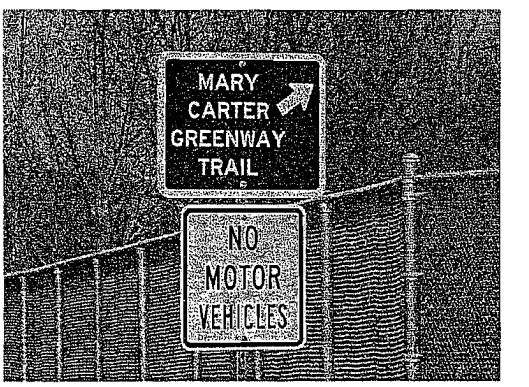
1. Project Description, Scope & Work Plan 25 Points

The City of Englewood has partnered with many organizations and government agencies in an effort to preserve lands, enhance wildlife habitat and improve recreational opportunities along the South Platte River corridor. The approximate 2-acre plot of land adjacent to South Platte River and Oxford Avenue near the Broken Tee Golf Course presents an excellent opportunity to take advantage of a rare piece of unused city property. The development of this site would provide the needed space to construct a large picnic pavilion capable of accommodating 150-200 people. Development of this site would include the construction of a restroom, playground and grass area to complement the pavilion.

South Platte River proposed access

The uniqueness of this site is in the scenic location. Development of the site would allow for additional river access by providing ADA paved access to the river. Users would have access to fishing, wading and rafting. The site would quickly become a popular kayak exit point at the base of the Union Kayak Chutes. This location will also provide an additional benefit as a trailhead to the Mary Carter Greenway Trail.

The anticipated scope of this project includes: construction of a large picnic pavilion, restroom, landscaping, trail access signage and paved trail access to the South Platte River. The City desires to retain a park planning firm to complete the site specific plan for Riverside Park. Planning will include a comprehensive public process to insure the plan is fully vetted and park users and neighbors have input during this public process.

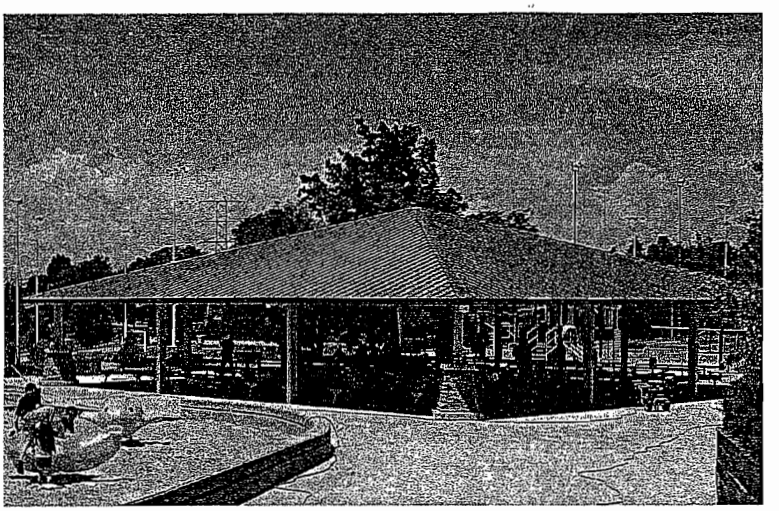


Mary Carter Greenway Trail access as seen from site

2. Need, Benefits and Timeliness of the Project 25 Points

Preserving open space and native areas, enhancing trail access, adding trail users and creating recreational opportunities are the objectives of the Riverside project. In 2006, the Englewood Parks and Recreation Master Plan supported acquisition and development of open space and areas that improved or increased connection to the Mary Carter Greenway Trail. The Master plan further identified this property as an opportunity to become a trailhead as well as meet the needs for additional outdoor gathering spaces in the community while offering an excellent opportunity to access the South Platte River.

Englewood Parks and Recreation Department's park pavilions are reserved over 90% of the usable dates and large group requests typically are not accommodated due to the lack of enough large picnic pavilions in the area.



Proposed Shelter

This project will provide additional picnic pavilion space and playground as well as create a dynamic access point to the South Platte River. Water recreational opportunities will be dramatically increased with the paved ADA access to the river. Users can observe wildlife, fish, wade and kayak in an area that has seen little use. Restroom and parking facilities will accommodate the many Mary Carter Greenway Trail users.

Funds have been budgeted for planning and construction of the Riverside Park site in the City's Five-Year Capital Master Plan. Funding is contingent upon ACOS grant funding. In the absence of grant funding the project will lose priority status and may not be completed for several years.

3. Goal, Objectives, Process, Tasks and Deliverables **25 Points**

The overall goal of the planning project will be to engage the community to develop the Riverside Park site and prepare construction documents that will be used for the construction of the desired park elements.

Process, Tasks, and Deliverables

- Inventory and Analysis
  Prepare a detailed site topographic and site improvements survey, identify condition of existing site features, evaluate universal accessibility, and assess the health of existing trees, landscaping and native areas. Develop geotech report, review river hydraulics and document existing irrigation and utilities. Timeline: October - November 2011. Products: Site Inventory, analysis map, reports and summary.

- Master Site Plan
  Interview stakeholder and interest groups, conduct neighborhood public meetings to identify ideas and concerns, prepare multiple alternative conceptual drawings with magnitude of scale cost estimates, conduct a second neighborhood meeting to review alternatives, prepare a draft preferred conceptual plan based on comments and conduct a third neighborhood meeting to receive comments on the preferred plan. Timeline: December 2011- February 2012. Products: Interview notes; meeting agendas, graphic displays and minutes; conceptual cost estimates, plot and digital files of all documents.
- Design Development and Construction Documentation

Complete plans, specifications and construction documents for park site. The design documents will go through the City's project review process. Timeline: March – April 2012. Products: Complete plans, specifications and project manual for construction of the park.

4. Support, Partnerships, Community Input 15 Points

The City of Englewood has partnered with many organizations and government agencies to construct similar park projects. Several of these groups offer their support for the future development of the Riverside Park site. Letters of support have been provided by the City of Sheridan, South Suburban Parks and Recreation District and the South Suburban Park Foundation.

Through the planning and development phase of this project, continued efforts will be made to add additional partners and supporters such as the Colorado Water Conservation Board, Colorado Division of Wildlife, Denver Area Council - Boys Scouts of America and other user groups.

The City will take an active role and involve all partners, supporters and user groups in the comprehensive design process. Interviewing stakeholders, user groups and neighbors as well as conducting three public meetings will complete our strategy and build collaboration in an effort to complete this project.

Although the City does not have outside financial support for this planning grant application, funds have been budgeted for planning and subsequent development of the Riverside Park site in the City's Five-Year Capital Master Plan. If securing this planning grant is successful, the City will seek financial and in-kind support from our partners during the implementation and construction phase.

5. Results of Public Input, Adoption and Implementation of Plan 15 Points

Input from stakeholders, partners, neighbors and user groups are vital to the future success of the Riverside Park project. Information gained through the public process will be used to determine the amenities and access that will be added to the site. Planning process success will be evaluated by the amount of participation, volume of ideas generated and a universally accepted plan.

At the conclusion of the planning project, we are confident that the design development and construction documentation will have been fully vetted through the public process. Stakeholders, partners, neighbors, and user groups will have had ample opportunity to provide input. Our City Boards and Commissions, particularly the Parks and Recreation Commission, will have oversight and approval throughout the process. Englewood City Council has been very supportive of the development of the Riverside Park Site and will have final project approval. It is anticipated that the planning process will take one year to complete.

The City is fortunate to receive annual funding estimated at $330,000 from Conservation Trust Funds and $600,000 from Arapahoe County Shareback Funds. Partial funding has been budgeted for planning and construction of the Riverside Park site in the City's Five-Year Capital

Master Plan. We hope to leverage these funds and the funds secured from Stakeholders as well as future CTF and Arapahoe County Shareback Funds with successful development grant funding from GOCO and Arapahoe County for project implementation. In tight budget times, the Council and Parks and Recreation Commission have directed staff to aggressively pursue grant funding to maximize the leveraging of our general fund, lottery and open space shareback funds. If we are unsuccessful in obtaining planning grant funding for Riverside Park, our plan would be to delay the project one year in hopes of resubmitting for the same planning grant next year. Our intent is to receive grant funding from ACOS and GOCO for site specific park projects that are high priority and shovel ready.

6. Long-term Impacts **15 Points**

Completing and implementing this plan will protect an underutilized access point of the South Platte River for future generations to come. The development of this site would benefit the public by providing additional outdoor recreational opportunities in our urban environment. The construction of a large picnic pavilion, restroom facilities, playground and grass area will meet a growing need for large gathering spaces.

The main attraction of this location would be the additional river access by providing an ADA paved path to the river. Users would have access to fishing, wading, rafting and become a prime exit point at the base of the Union Kayak Chutes. If implemented, this project will continue to "close the gap" which is a continuing goal of Arapahoe County's master plan by protecting and providing additional opportunities to access the South Platte River.

The park would not only provide an additional trailhead to the Mary Carter Greenway Trail, but would add trail amenities such as restroom facilities which add to the long-term benefit of the area.

Maximum Score 120 Points

Part C – Evidence of Support

On December 6, 2010 the Englewood Parks and Recreation Commission passed a motion in support of the Department of Parks and Recreation submitting a planning grant application for ACOS grant funds. On December 20, 2010, the Englewood City Council approved resolution 89 authorizing the City's grant application for ACOS grant funds for the Riverside Park Planning Grant.

The following evidence is official documentation that this project is fully vetted within the City of Englewood and supported by the community.

RESOLUTION NO. 89
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. 87, Series of 2010.

Loucrishia A. Ellis, City Clerk

CITY OF SHERIDAN
4101 S. Federal Blvd.
Sheridan, CO 80110-5399

303/762-2200
FAX 303/788-1853

February 1, 2011

Arapahoe County Open Space and Trails Advisory Board
10730 East Briarwood Avenue, Suite 100
Centennial, CO 80112

Dear Open Space Advisory Board:

The City of Sheridan is an enthusiastic partner with the City of Englewood in the future development of Riverside Park. This project presents an excellent opportunity to develop an unused piece of land to provide new recreational amenities and gain greater access to existing trails and the South Platte River.

The Riverside Park project, with its picnic pavilion and playground, will fill our need for additional large outdoor gathering spaces in both of our communities. The improved access to the Mary Carter Greenway Trail and South Platte River will benefit all metro area residents.

We support the City of Englewood Park and Recreation Department's application for Arapahoe County Open Space grant funds for the future development of Riverside Park which will increase and improve recreational amenities in our community.

Sincerely,

A.J. Krieger
City Manager

City of Sheridan
4101 S. Federal Blvd.
Sheridan, CO 80110-5399

www.ci.sheridan.co.us

South Suburban
PARKS AND RECREATION

Administrative Office
6631 S. University Blvd.
Centennial, CO 80121-2913

phone 303.798.5131
fax 303.798.3030
www.sspr.org

Board of Directors
Katherine C. Geitner
Chair
Susan M. Rosser
John K. Ostermiller
Pamela M. Eller
Michael T. Anderson

Executive Director
David A. Lorenz

January 26, 2011

Arapahoe County Open Space and Trails Advisory Board
10730 East Briarwood Avenue, Suite 11
Centennial, CO 80112

Ladies and Gentlemen:

Please accept this letter of support for the City of Englewood's Riverside planning grant application. This is a centrally-located site which could be used by many recreation users in the south metropolitan area, including Englewood and South Suburban residents. We support the project, as it will provide:

- A two-acre recreational use area adjacent to the new Oxford Pedestrian Bridge.
- An additional trailhead to the Mary Carter Greenway Trail, which is maintained by South Suburban, and additional picnic and restroom facilities along the South Platte River.
- Additional river access. This will be another takeout point for recreational kayakers and rafters, by the Union Chutes on the Platte.

This can be a highly visible recreation enhancement to Arapahoe County voters and certainly it will support one of the busiest recreation areas in the south metropolitan area. Please consider their application for approval.

Sincerely,

David A. Lorenz
Executive Director

DAL/ds

Three-Time National Gold Medal Winner for Excellence in Park and Recreation Management

SOUTH SUBURBAN
Park Foundation 6631 South University Boulevard, Littleton Colorado 80121 T 303.798.5131 F 303.798.3030 www.sspf.org

February 1, 2011

Arapahoe County Open Space, Parks and Trails
Grants Program
10730 East Briarwood Avenue
Suite 100
Centennial, CO 80122

Dear Review Committee:

On behalf of the South Suburban Park Foundation, please accept this letter of support for the City of Englewood's planning grant to support the development efforts of the future Riverside Park.

The Foundation fully supports this park project since it will greatly enhance access to the South Platte River and Greenway system. The proposed two acre park, trailhead, picnic area with restroom and user amenities will tremendously enhance recreational as well as transportational benefits for users of all ages, from multiple jurisdictions. The Mary Carter/Platte River Greenway, an initial project of the Foundation decades ago, is used by thousands of Arapahoe County residents annually. This regional north/south trail functions as the spine for the majority of trails located in western Arapahoe County.

The Foundation fully supports this park project since it benefits thousands of users who utilize the Mary Carter Greenway throughout the year. Providing safe and easy access to the Mary Carter Greenway will expand the recreational and transportation elements of the entire south metro trail system.

For more than thirty years, the Foundation has collaborated trail project efforts with the City of Englewood and we encourage the Arapahoe County Open Space Program to consider funding this planning grant application.

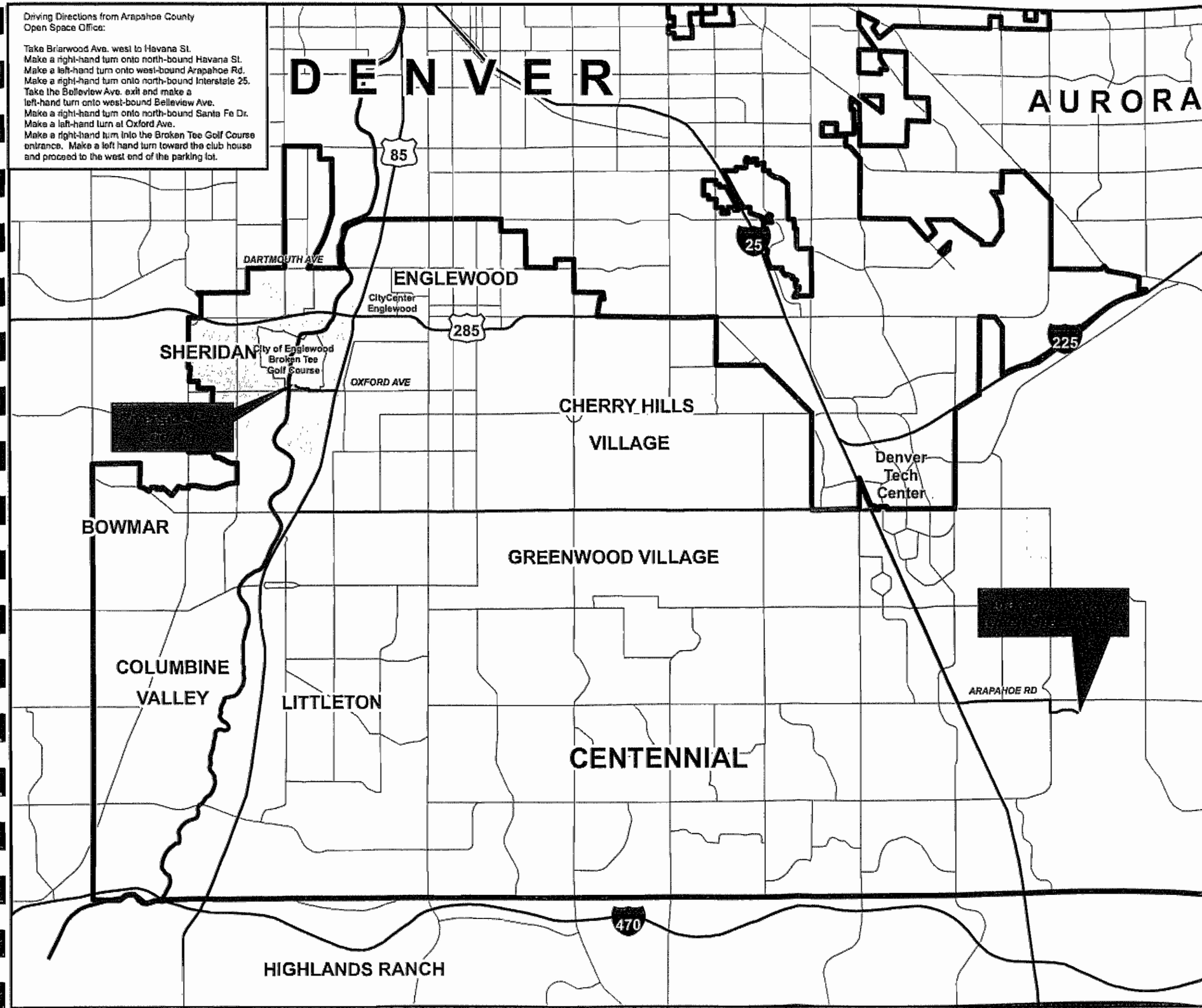
Sincerely,

Beverly Bradshaw, Chair
South Suburban Park Foundation

We build trails.

Driving Directions from Arapahoe County Open Space Office:

Take Briarwood Ave. west to Havana St.
Make a right-hand turn onto north-bound Havana St.
Make a left-hand turn onto west-bound Arapahoe Rd.
Make a right-hand turn onto north-bound Interstate 25.
Take the Belleview Ave. exit and make a left-hand turn onto west-bound Belleview Ave.
Make a right-hand turn onto north-bound Santa Fe Dr.
Make a left-hand turn at Oxford Ave.
Make a right-hand turn into the Broken Tee Golf Course entrance. Make a left hand turn toward the club house and proceed to the west end of the parking lot.



City of Englewood, Colorado

2011 Arapahoe County Open Space, Parks, and Trails Grant Application

Riverside Park

Vicinity Map with Driving Route

LEGEND

- Driving Route
- South Platte River
- Arapahoe County Boundary
- Major Highways
- Arterial and Collector Streets

February 2011

N

0 1 2 3

Miles

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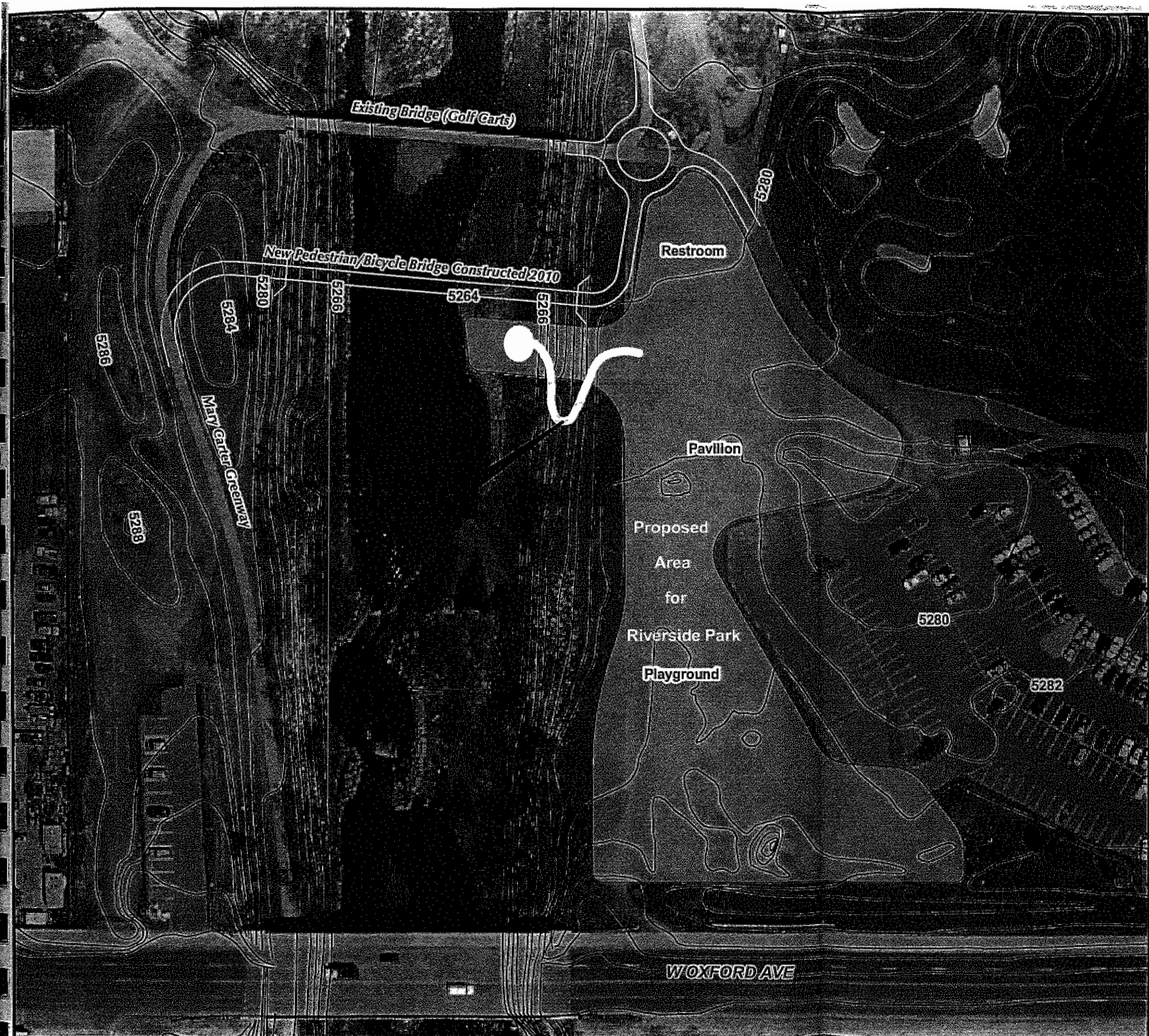

City of Englewood, Colorado

2011 Arapahoe County Open Space, Parks, and Trails Grant Application

Riverside Park

Site Plan and Topography Map

Specific locations of facilities will be determined through the park planning process.

LEGEND

- Proposed Park Area
- New Trail Bridge and Path (Constructed 2010)
- Topographical Contour Lines

February 2011

N

0 75 150 225

Feet

H:\jobcd\fy\gis\opspace\plots\acos11_riverside_site.pdf

Driving Directions from Arapahoe County Open Space Office:

Take Briarwood Ave. west to Havana St.
Make a right-hand turn onto north-bound Havana St.
Make a left-hand turn onto west-bound Arapahoe Rd.
Make a right-hand turn onto north-bound Interstate 25.
Take the Belleview Ave. exit and make a left-hand turn onto west-bound Belleview Ave.
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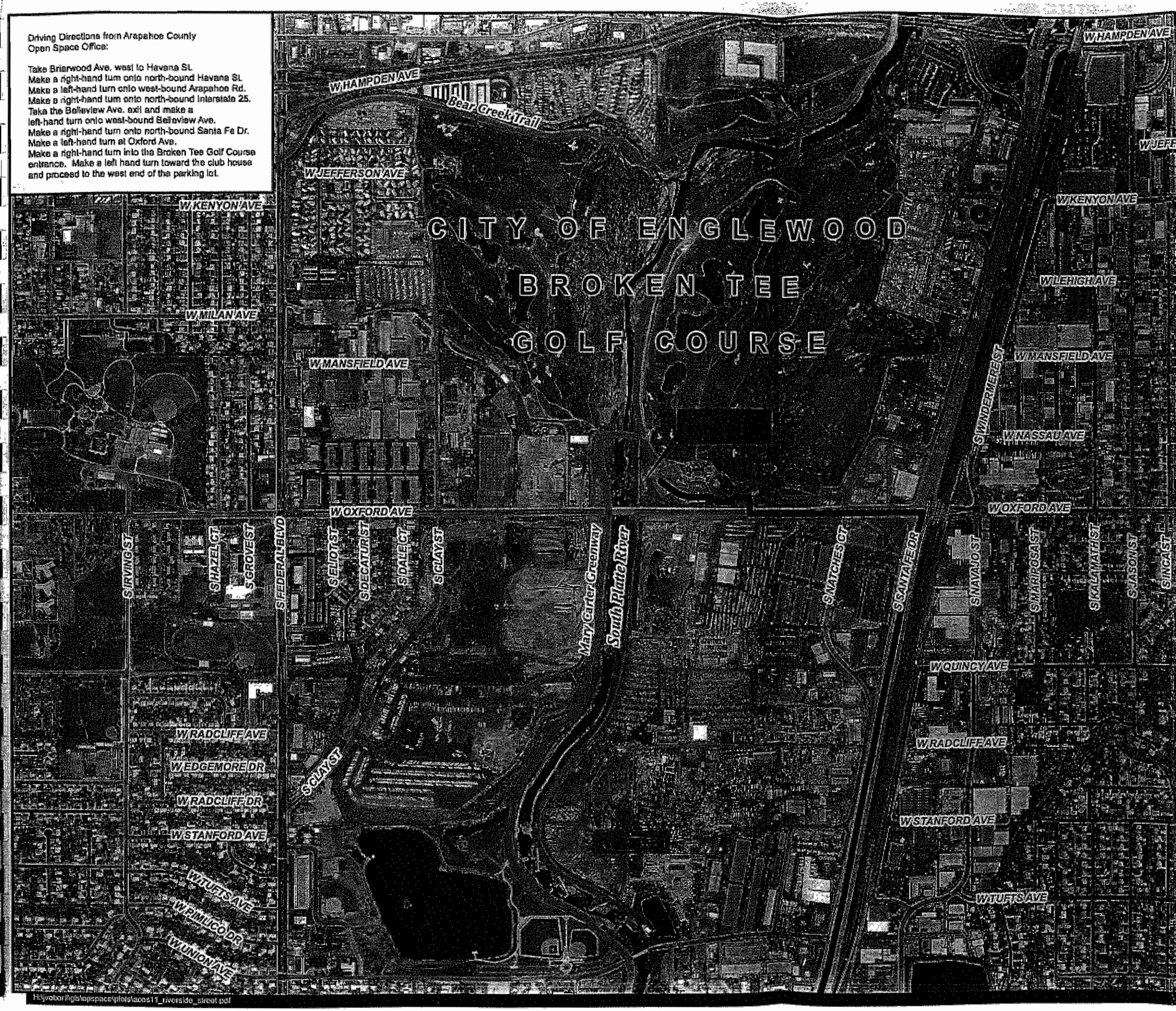
Make a right-hand turn into the Broken Tee Golf Course entrance. Make a left hand turn toward the club house and proceed to the west end of the parking lot.



City of Englewood, Colorado

2011 Arapahoe County Open Space, Parks, and Trails Grant Application

Riverside Park

Street Map with Driving Route

LEGEND

- Driving Route
- Pedestrian/Bicycle Trails

February 2011

0 800 1,600 2,400

Feet

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Part E – Project Timeline and Public Acknowledgement of Funding Source

City of Englewood
Riverside Park Planning Timeline

Task	June 2011	Aug 2011	Sept 2011	Oct 2011	Nov 2011	Dec 2011	Jan 2012	Feb 2012	Mar 2012	April 2012	May 2012	June 2012
Grant Notification												
Council Approval IGA												
Planning Contract												
Phase I Inventory & Analysis												
Phase II Master Site Plan												
First Project Status Report 1/31/2012												
Phase III Construction Documentation												
Final Presentation to the Public												
Commission and Council Approval												
Final Plan Complete												
Final Report 6/29/2012												

Pending grant notification the City will publicly recognize Arapahoe County Citizens and the Open Space Tax as the funding source for this project throughout the planning process. The following is a list of planned methods:

- News Release – Grant Notification – June 2011
- Public Acknowledgement – City Council Meeting Approval of IGA – August 2011
- Website Acknowledgement – Explaining grant and Park planning – September 2011
- Signage – Future Park Site, Funded in part by Arapahoe County Citizens through Arapahoe County Open Space – September 2011
- Public Acknowledgement – Three Public Community meetings – December 2011, January 2012, February 2012
- Public Acknowledgement – Final Presentation to Public – May 2012
- Public Acknowledgement – City Council and Parks and Recreation Commission Meeting Final Approval - June 2012
- News Release – Plan Complete – June 2012
- Website Acknowledgement – Plan Complete – June 2012
- Signage – Completion of construction - pending

Part F – BUDGET FORM

Name of Project Riverside Park Planning and Development Name of City / District City of Englewood / District 1

Sources of Funds	Date	County Grant Request	Cash Match	In-Kind Match	Total Project Funds
Arapahoe County Open Space		*$ 50,000.*			*$ 50,000.*
City of Englewood cash match			*$ 72,361.*		*$ 72,361.*
Contingency (10% of total project)		*- not from County grant -*	*$12,239.*		*$ 12,239.*
Totals - Sources of Funds		***$ 50,000.***	***$ 84,600.***		***$ 134,600.***
Uses of Funds – Expenditures	**Projected Date**	***From County Grant***	***Cash Match***	***In-Kind Match***	***Total Project Costs***
Planning Services - Labor		*$50,000.*	*$59,727.*		*$109,727.*
Planning Services – Expenses			*$12,634.*		*$12,634.*
Subtotal – Project Costs		***$ 50,000.***	***$ 72,361.***		***$ 122,361.***
Contingency, (10% of total project)		*- not charged to County -*	*$12,239.*		***$ 12,239.***
Totals – Cost plus contingency		***$ 50,000.***	***$ 84,600.***		***$134,600.***

GRAND TOTALS IN FAR RIGHT COLUMN (Must equal grant request + cash match + in-kind match + contingency): **$ 134,600.**

Authorized Signature: _____ Date: 2/15/11

Print Name: Joe Sack Title: Recreation Supervisor

Riverside Park Planning and Design 26 January 2011

	Design Team											
	Principal	Landscape Architect	Senior LA	Irrigation Designer	Architect structural and subs	Civil / Electrical Engineer	Civil Tech	Drafting	Admin	Labor	Expenses	Total
PHASE I Inventory and Analysis												
Project start-up, kick-off meeting and site inventory visit	6	8		6	6	6			1	$4,323	$120	$4,443
Survey and base map prep		4						4		$680	$3,500	$4,180
Geotech report		2								$190	$3,000	$3,190
River hydraulics review (use reports from new bridge design)	1	1				8				$1,573	$25	$1,598
Document existing irrigation system on base map				8				4		$1,100	$25	$1,125
Prepare site inventory/analysis map	1	8						8		$1,558	$25	$1,583
Review meeting - TAC	3	3								$879	$70	$949
Subtotal	11	26	0	14	6	14	0	16	1	$10,303	$6,765	$17,068
PHASE II Master Site Plan												
Public meeting #1 - issues and opportunities	3	4							1	$1,039	$250	$1,289
Stakeholder interviews (river users, golf course, 2 others)	2	6								$966		$966
Prepare 2 alternative site plans - include budget cost estimate	4	24		1		4		30		$6,062	$100	$6,162
Review meeting - TAC	3	3								$879	$75	$954
Refine alternatives		3				1					$719	$75
Public meeting #2 - Alternatives	3	4							1	$1,039	$250	$1,289
Preferred plan draft	4	16						20		$3,812	$50	$3,862
Review meeting - TAC	3	3								$879	$75	$954
Refine preferred plan		4						4		$680	$200	$880
Sketch up model and sketch		2			8			16		$2,390	$100	$2,490
Public meeting #3 - preferred plan	2	4							1	$841	$250	$1,091
Prepare master plan and supporting document, costs	4	16	8							$3,272	$300	$3,572
Review meeting - TAC	3	3								$879	$75	$954
Subtotal	31	92	8	1	8	5	0	70	3	$22,738	$2,444	$25,182
PHASE III Construction Documentation and Construction Administration												
Phase III Kick-off Meeting w/ TAC	3	3		3	3	3				$2,034	$75	$2,109
Design Development - 35% CD's										$0		$0
Layout and grading	1	16						16		$2,918		$2,918
Utilities						8	8	8		$2,640		$2,640
Landscape	1	8						8		$1,558		$1,558
Conceptual Details and Cut Sheets	4	20				12	12	20		$7,252		$7,252
Irrigation master plan and equipment memo				12						$1,200		$1,200
Electrical master plan						12				$1,920		$1,920
Prefab Restroom Specs and Foundation			4		16			16		$3,680		$3,680
Specification Outline	1	12			6		4			$2,468		$2,468
Cost estimate		6	1	1				6		$1,240		$1,240
Assemble set and QA			4							$480	$150	$630
Plot		2						6		$640	$300	$940
Review meeting	3	3		3	3	3			1	$2,099	$75	$2,174
95% CD's												
Layout and grading	1	8						8		$1,558		$1,558
Utilities						2	6			$890		$890
Landscape		4						6		$830		$830
Details and Cut Sheets		16					16	20		$4,540		$4,540
Irrigation plans and details				12				8		$1,800		$1,800
Electrical / lighting plans and details						20				$3,200		$3,200
Prefab Restroom		8			12			12		$3,160		$3,160
Technical Specifications	1	20	4		48					$8,578		$8,578
Bid form and Cost estimate	1	20		4	8	2	2		2	$4,138		$4,138
Project manual	1	12	4						2	$1,948		$1,948
Assemble set and QA		2	4		2	1		6		$1,530	$250	$1,780
Plot		1						6		$545	$500	$1,045

Review meeting	3	3		3	3	3			1	$2,099	$75	$2,174
100% CD's												
Final revisions	4	20		6	8	2	6	24		$6,982		$6,982
Bid sets		6						12		$1,470	$2,000	$3,470
Questions and addenda	1	8		2	6	3			1	$2,453		$2,453
Advise on bids	2	2			2					$836		$836
Subtotal	27	200	21	46	117	71	54	182	7	$76,686	$3,425	$80,111
										$0		$0
										$0		$0
Subtotal	0	0	0	0	0	0	0	0	0	$0	$0	$0
Total Hours	69	318	29	61	131	90	54	268	11			
Total Cost										$109,727	$12,634	$122,361
Grand Total												

Cost estimate provided by Jana D. McKenzie, FASLA, LEED-AP Principal, Vice President, AECOM Design and Planning, Fort Collins Colorado

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2011

COUNCIL BILL NO. 42
INTRODUCED BY COUNCIL
MEMBER WILSON

AN ORDINANCE AUTHORIZING AN "INTERGOVERNMENTAL AGREEMENT REGARDING 2011 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS PROJECT NAME: CENTENNIAL PARK TRAIL LOOP RENOVATION" BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO.

WHEREAS, the 2006 Parks and Recreation Master Plan called for replacement and widening of the trail around Centennial Lake; and

WHEREAS, the project also includes replacement of a bridge with an ADA accessible bridge, shoreline improvements for fishing and installing landscaping around a waterfall 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 and connection to the Mary Carter Greenway Trail; and

WHEREAS, the City Council of the City of Englewood approved the submittal of an application for Arapahoe County Open Space Grant for the Centennial Park Trail Loop Renovation with the passage of Resolution No. 88, Series of 2010; and

WHEREAS, the City of Englewood has been awarded an Open Space Grant to fund the Centennial Park Trail Loop Renovation project; and

WHEREAS, Arapahoe County agrees to provide the City of Englewood with grant funds in the amount of $237,100 for the Centennial Park Trail Loop Renovation project; and

WHEREAS, matching funds in the amount of $157,700 are budgeted from Open Space Shareback Funds; and

WHEREAS, passage of this Ordinance will authorize the Intergovernmental Grant Agreement between Arapahoe County Commissioners and the City of Englewood for the Centennial Park Trail Loop Renovation project;

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

Section 1. The Intergovernmental Grant Agreement between the City of Englewood, Colorado and Board of County Commissioners of the County of Arapahoe, State of Colorado pertaining to the Centennial Park Trail Loop Renovation project, "Attachment 1", is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the Intergovernmental Grant Agreement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 1st day of Agreement, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 5th day of August, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 3rd day of August, 2011 for thirty (30) days.

Read by title and passed on final reading on the 15TH day of August, 2011.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2011, on the 19th day of August, 2011.

Published by title on the City's official website beginning on the 17th day of August, 2011 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 2011.

Loucrishia A. Ellis

Attachment 1

INTERGOVERNMENTAL AGREEMENT REGARDING 2011 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS PROJECT NAME: CENTENNIAL PARK TRAIL LOOP RENOVATION

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

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

WHEREAS, Resolution No. 030381 authorizes the County to award discretionary grants from its Open Space Fund to municipalities and special districts, as more fully set forth therein; and

WHEREAS, on May 17, 2011 the County approved the Grantee's grant application for the **Centennial Park Trail Loop Renovation** ("Grant Project"), which is attached hereto and incorporated by reference herein as Exhibit A, subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein; and

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

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

1. Amount of Grant. The County hereby awards Grantee an amount not to exceed **$237,100** ("Grant Funds") for the Grant Project from the Arapahoe County Open Space Fund.

2. Use of Grant Funds. The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as described in Exhibit A.

3. Time For Use of Grant Funds. The Grantee agrees that such Grant Funds will be expended by no later than two years from the date of transfer of Grant Funds from the Grantor to the Grantee, unless a longer period of time is otherwise agreed to by the County in writing.

4. Interest on Grant Funds. The Grantee further agrees that, after receipt of the Grant Funds, the Grantee will use any interest earned on the Grant Funds only for the Grant Project as set forth in its approved grant application.

5. Administration of Grant Project. The Grantee shall be responsible for the direct supervision and administration of the Grant Project. The County shall not be liable or responsible for any cost overruns on the Grant Project. Nor shall the

County shall have any duty or obligation to provide any additional funding for the Grant Project if the Grant Project cannot be completed with the amount of Grant Funds awarded by the County to the Grantee.

6. Grant Project Site Visits. Upon 24 hours written notice to the Grantee, the Grantee agrees to allow the County to make site visits before, during, at the completion of and/or after the Grant Project.

7. Acknowledgement of County by Grantee. The Grantee agrees to acknowledge the County as a contributor to the Grant Project in all publications, news releases and other publicity issued by the Grantee related to the project and agrees to allow the County to do the same. If any events are planned in regard to the Grant Project, the County shall be acknowledged as a contributor in the invitation to such events. Grantee shall cooperate with the County in preparing public information pieces, providing photos of the Grant Project from time to time, and providing access to the Grant Project for publicity purposes.

8. Required Sign at Project Site. Grantee agrees to erect and permanently maintain at least one sign in a publicly visible area in recognition of the grant from the Arapahoe County Open Space Program. The location, form, design, and wording of such sign shall be approved by the County. Such sign shall be erected prior to the completion of the Grant Project or its public opening, whichever is earlier.

9. Report Requirements. On or before **January 31, 2012** the Grantee agrees to provide the County with an initial Grant Project status report that describes the amount of progress in completing the Grant Project, Grant Project milestones, and the use of the Grant Funds to date. Upon completion of the Grant Project, the Grantee also agrees to submit to the County a final report, including a cover letter and a final spreadsheet comparing the original budget to actual expenses that certifies what the Grant Funds have been used for and that the Grant Funds have been used in accordance with County Resolution No. 030381. The final report shall also include a detailed project summary along with high resolution photographs of the various stages of the Grant Project development and its completion. The Grantee further agrees to provide the County with an electronic copy of the final report, including separate high resolution digital photographs. The final report shall be submitted within three (3) months of project completion unless a longer period of time has been agreed to by the County in writing. The County shall be allowed to use information and photographs from reports in publications, public information updates, and on the County's web site.

10. Failure to Submit Required Reports. Upon written notice from the County's Open Space Manager, informing the Grantee that it has failed to submit any required status report and/or final report, the Grantee shall submit such reports to the County through the County's Open Space Manager within thirty (30) days, and, if it fails to do so, the Grantee shall be deemed to be in violation this Agreement. The Grantee shall be ineligible for any future Grant Funds, until and unless such reports have been submitted to the County's Open Space Manager.

11. Record Keeping Requirements. The Grantee shall maintain a complete set of books and records documenting its use of the Grant Funds and its supervision and administration of the Grant Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Grantee which are pertinent to the Grant Project for the purpose of making an audit, examination, or excerpts. The Grantee shall keep all books, documents, papers, and records, which are pertinent to the Grant Project, for a minimum of three years. Grantee agrees to report to the County any unexpended Grant Funds and consult with the County concerning proper accounting for unexpended Grant Funds prior to completion of the Grant Project final report.

12. Reimbursement of Grant Funds. The Grantee understands and agrees that if the Grant is not used in accordance with its approved Grant Application and/or this Agreement, the County may require the Grantee to reimburse the County in the amount of such Grant Funds that are not used for the Grant Project.

13. Remedies. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.

14. No Waiver of Rights. A waiver by either party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

15. Changes to Grant Project. The Grantee agrees and understands that its Grant Project, once it has been approved by the County, may not be changed without the County's prior approval. Changes must be requested in writing and may not begin until an amendment to this Agreement has been approved by the County.

16. Transfer of Interest in Grant Project. The Grantee understands and agrees that no land or interests acquired with the Grant Funds as part of the Grant Project may be sold, leased, traded, or otherwise conveyed, nor may an exclusive license or permit on said land or interests be given, without prior approval of the Grantee's governing body after conducting a public hearing. The Grantee further agrees if such sale, lease, trade or conveyance is made or an exclusive license or interest has been given, the proceeds shall be deposited in an open space fund to be used for purposes consistent with Resolution No. 030381.

17. Use Restrictions on Acquired Lands. Arapahoe County may require legally binding use-restrictions on real property acquired with County Open Space funds to ensure the long-term protection of lands for parks and open space purposes, consistent with County Resolution #030381. Unless otherwise notified in writing by the County, Grantee agrees to place use-restrictions on any real property acquired with the Grant Funds, in the form of a conservation easement or a deed restriction ("use-restriction document"), as determined by the County, by executing and recording such use-restriction document. Prior to the execution and recording of any use-restriction document, and prior to the disbursement from the County to the Grantee of any Grant Funds for purposes of the acquisition of real

property, the Grantee must first obtain written approval as to the form and content of the use-restriction document, and the manner and timing of its recording, from the County Attorney's Office, and Grantee agrees to comply with the terms and conditions of any such approval, unless Grantee opts instead to not accept the award of Grant Funds and to forgo the disbursement of such Funds.

18. Maintenance: Grantee agrees to assume responsibility for continuous long-term maintenance and public safety of open space lands, trails, recreation facilities, amenities, signage or other projects funded by the Grant Funds.

19. Relationship of the Parties. The Grantee shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.

20. No Third Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Grantee.

21. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.

22. Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the Grantee.

23. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.

24. Notices. Notices, as referred to in this Agreement, shall be sent to:

COUNTY: Board of County Commissioners of Arapahoe County
5334 South Prince Street
Littleton, Colorado 80166-0001

and

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80166-0001

and

Arapahoe County Open Space Manager
10730 East Briarwood Avenue, Suite 100
Centennial, Colorado 80112-3853

and

CITY: Dave Lee
Open Space Manager
City of Englewood
1155 W. Oxford Ave.
Englewood, CO 80110

25. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

26. Extent of Agreement. This Agreement constitutes the entire agreement of the parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

28. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.

29. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

30. Disbursement of Grant Funds. For land acquisition projects, Grant funds are to be made available to the Grantee by the County at the time of real estate closing, subject to the provisions of Section 17. For all other types of projects, funds shall be transferred soon after the execution of the IGA. The preferred method used by the County for transfer of Grant Funds is by ACH Authorization. Grantee agrees to this method.

31. Assignment. The rights, or any parts thereof, granted to the parties herein may be assigned only with the prior written consent of the non-assigning party.

32. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

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

DATED this _____ day of _____, 2011.

ATTEST:

By:_____
Name Loucrishia A. Ellis
Title City Clerk

GRANTEE:

By:_____
Name James K. Woodward
Title Mayor

ATTEST:

By:_____
Nancy A. Doty,
Clerk to the Board

COUNTY OF ARAPAHOE
STATE OF COLORADO

By:_____
Shannon Carter, Special Assistant to the BOCC
Pursuant to Resolution No. 110143

Exhibit A

ARAPAHOE COUNTY
PWD - ENGINEERING

Arapahoe County
Colorado's First

2011
ARAPAHOE COUNTY, COLORADO
Open Space, Parks, and Trails
Grant Application

"Standard Grant - $25,100 to $250,000"

Applicant Name:	City of Englewood
Project Name:	Centennial Park Trail Loop Renovation
Contact Information:	Dave Lee, Manager of Open Space Department of Parks and Recreation 1155 W. Oxford Avenue, Englewood, CO 80110 303-762-2687 phone

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Part F	Management, Maintenance and Education Projects	Page 10
Part G	Detailed Project Narrative and Selection Criteria	Page 11
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Part I	Maps	Page 26
Part J	Project Timeline and Public Acknowledgment of Funding Source	Page 29
Part K	Budget	Page 30

Part A - Basic Project Information

Project Type:
X Trail ☐ Open Space Acquisition ☐ Park Improvement/Construction

☐ Management/Maintenance ☐ Education ☐ Planning ☐ Other (please describe)

Name of Project: Centennial Park Trail Loop Renovation

Name of City/Recreation or Metro District: City of Englewood

PROJECT LOCATION INFORMATION

Project Site Street Address 4630 S. Decatur St., Englewood, CO 80110

Cross Streets (Nearest): Federal Blvd/Union Ave GPS Coordinates: 39°37'57.89" N 105°01'26.22" W

Section/Township/Range: NE1/4, Sect 8, Twnshp 5 South, Range 68 West of 6th P.M.

County Commissioner District #: District 1

Is project located in unincorporated Arapahoe County? No Town/City? Englewood
If any part is outside of Arapahoe County, please justify proposed use of funds outside County.

Jurisdiction(s) governing project site: Englewood

Name and describe the immediate community and surrounding area to be served by the project:
Englewood/Sheridan/Denver, Fort Logan, Centennial Acres and Hillside Manor neighborhoods

Estimate the number and type of end-users monthly who would visit the complete project site:
The project provides access to the Mary Carter Greenway Trail and access to more than 25 miles of trail along the South Platte River. It is estimated that between 1500 to 2000 people per month use the Centennial Park Trail Loop for exercise, dog walking, biking, nature viewing and as access to the Mary Carter Greenway and fishing around the lake. We anticipate the completed project will draw many additional Mary Carter Greenway Trail users onto the loop trail and into Centennial Park.

Zoning description: I-1 Light industrial Is re-zoning required to implement this project? No

Is this project subject to a pending master plan? No If so, when will it be adopted? ____

ABSTRACT: BRIEF DESCRIPTION OF PROPOSED PROJECT AND ITS RESULTS

The Centennial Park Trail Loop project is the renovation of an existing 8 foot wide asphalt trail that is in need of replacement due to deterioration of the asphalt. Replacement and widening of the trail around Centennial Lake will eliminate a choke point at an existing 5 foot wide portion of the trail and allow for multiple simultaneous uses. The project also includes replacement of a bridge with an ADA accessible bridge, installing landscaping around a waterfall and pond and some lake bank erosion control. 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 provide for an improved connection to the Mary Carter Greenway Trail. Three educational kiosks will be added along the trail containing information on the types of birds, fish and animals that are found in the area.

Word count: 146

PROJECT FINANCIAL SUMMARY

GRAND TOTALS FROM BUDGET PAGE:

1)	Grant Request	$ 237,100	(total requested from County)
2)	Cash Match Funds	+ $121,900	(must meet required minimum %)
3)	In-kind Match	+ $ 0	(total in-kind value from budget)
4)	Contingency	+ $35,800	(contingency funds are to be used provided by the applicant, not to be charged against the County grant, to be estimated beyond the minimum cash match amount. Not applicable to acquisition projects).
5).	Total Project Cost	= $394,800	(line 5 must equal lines 1 thru 4)

Line 5 above must equal all expenses plus contingency shown as the Grant Total on the budget page.

LAND OWNERSHIP AT PROJECT SITE

Name of Land Owner at Project Site: City of Englewood

Evidence of ownership or agreements / lease / easement for trail corridor / conservation easement:

☐ Enclosed X Will forward if requested ☐ Not yet available (Explain)

X Applicant entity can **verify its legal authority** to implement the proposed project on this land

X Applicant currently has legal access to project site without trespassing on adjacent property

_X_ Yes Explain and provide evidence - Centennial Park is owned and operated by the City.

_____ No Explain and justify rationale for applying for grant funds without current legal access.

APPLICANT CONTACT INFORMATION:

City of Englewood
Name of Applicant (Municipality or District)

Dave Lee
Primary Contact Person

1155 W. Oxford Ave
Official Address: Street or PO Box

Manager of Open Space
Title of Contact Person

Englewood
City

80110
Zip Code

303-762-2687
Agency Phone

Cell Phone: 720-884-7808

Email: [illegible]

Name of **Funding Partners**: Partner Contact Name / Phone / Email:

Arapahoe County Open Space Shareback Funds Dan Einarsen 720-874-6723

Waste Management of Colorado Jack Cella 303-486-6000

Colorado Division of Wildlife Jim Guthrie 303-291-7563

Applicant Federal Employer ID Number (FEIN): 84-6000-583

Authorized Agent Name & Signature (Required):

I, Jerrell Black, Director of Parks and Recreation, hereby affirm that I am the authorized agent for the City of Englewood which is applying for the grant as described herein, and that I am legally authorized on behalf of said entity to apply as its agent for this Arapahoe County Open Space, Parks, and Trails Grant.

Signature of Authorized Agent

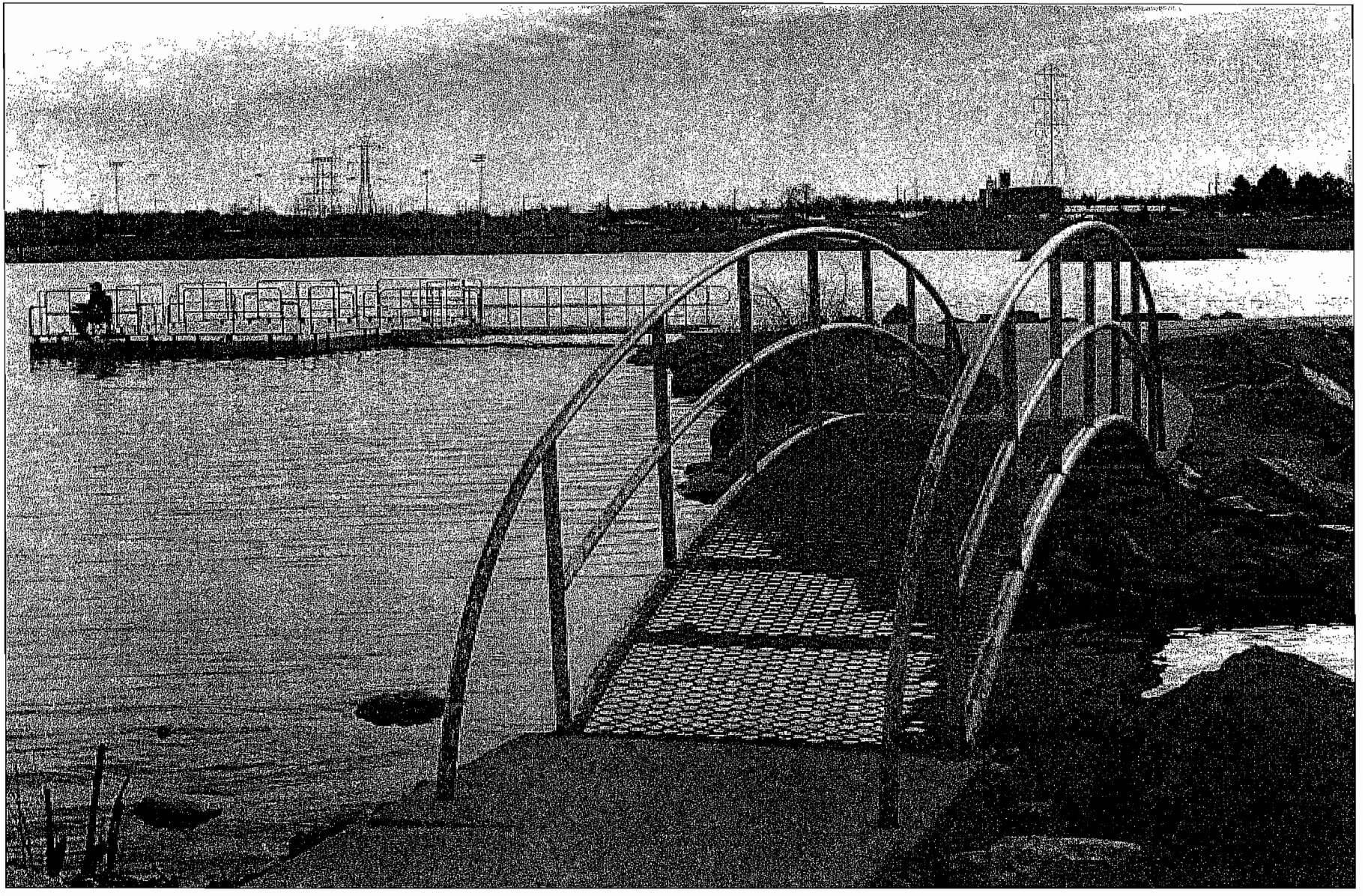
February 1, 2011
Date

By what authority is the signatory (above) authorized to represent your entity? Explain: Director of Parks & Rec Attach written evidence of your entity's official support for this project, as evidence by official action taken on a certain date, in Part H of this application. Evidence may take the form of the following:

X An official, dated resolution from your entity stating full commitment to this project, **OR**

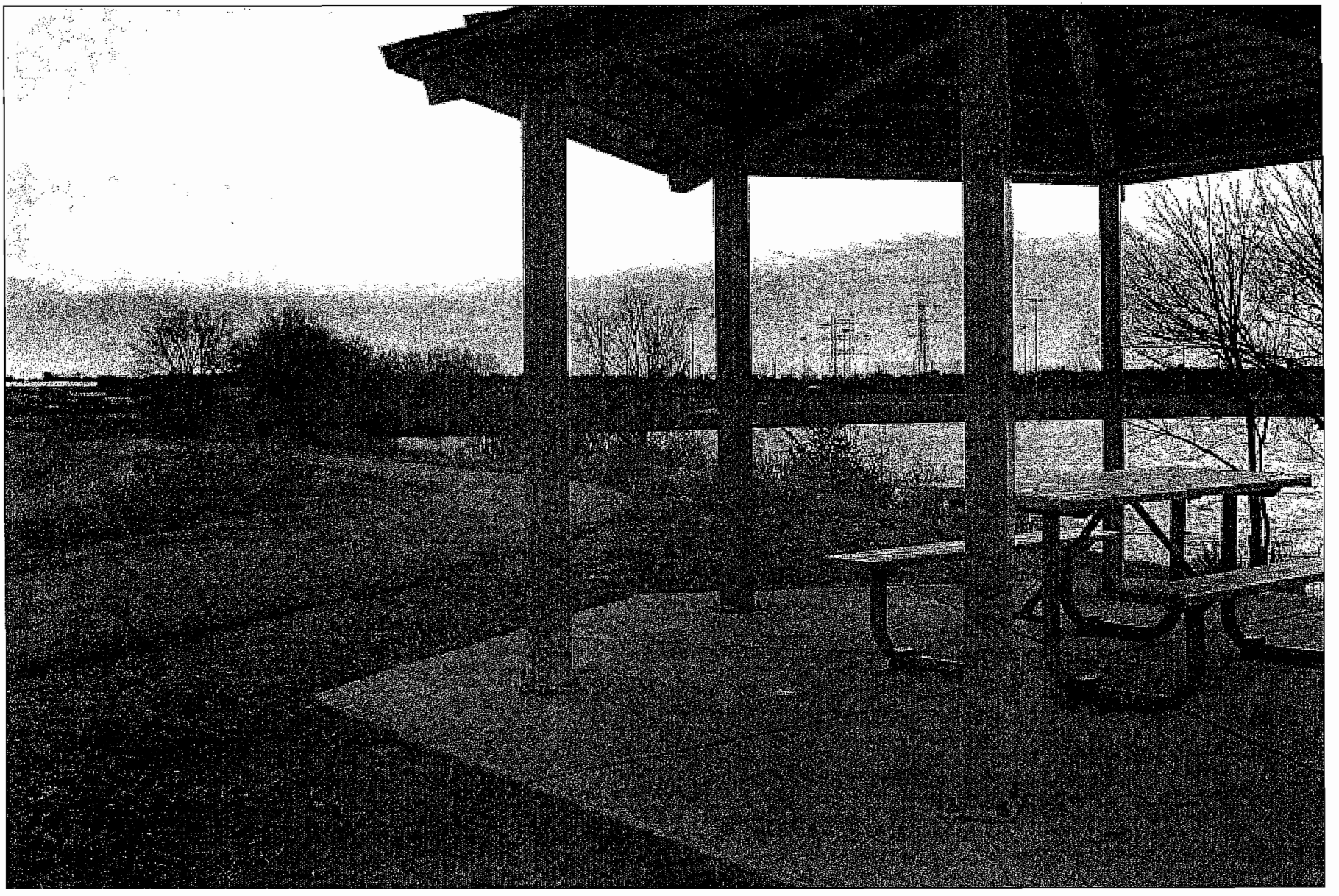
_____ Entity's commitment on letterhead from Mayor, Board Chair or authorized Commission

PHOTOGRAPHS – *attached on next page*



Arched metal bridge to be replaced with ADA accessible bridge

Tree root damage to asphalt trail



Picnic pavilion on north side of lake

Part B - Trail Project

Type of Trail Project (check one or more as applicable)

X New trail or trailhead construction
X Trail renovation, restoration, replacement, or improvement ☐ Trail Maintenance

Trail Users (Please check all that apply)

X Multi-Use Trail	X Trailhead	X Trail bridge or crossing
☐ Pedestrian Only	☐ Skateboarding	X In-line skating
☐ Equestrian	☐ Equestrian Side Trail	X Non-Motorized Only
X Biking	X ADA Accessible	☐ Other: _____

TRAIL INFORMATION
(Please include the following)

Miles (or linear feet) of new trail construction	_____
Size/Scope of new trailhead construction or bridge / crossing	_____
Miles (or feet) of **trail renovation** or maintenance	0.7 Miles (3696 LF)
Miles of inter-connecting travel benefiting from project	25+

TYPE OF TRAIL SURFACE
(Please check all that apply)

☐ Asphalt	X Concrete	☐ Natural/Dirt
☐ Crusher Fines	☐ Other (please specify): _____	

Estimated Cost per Mile (or per linear foot) of Trail or Bridge/Crossing: $ _____

Estimated cost per linear foot is $48. This project also includes removal of asphalt trail at an estimate of $20 per linear foot, landscaping, lake bank stabilization, an ADA foot bridge, erosion control and grading. Total estimated project cost is $394,800.

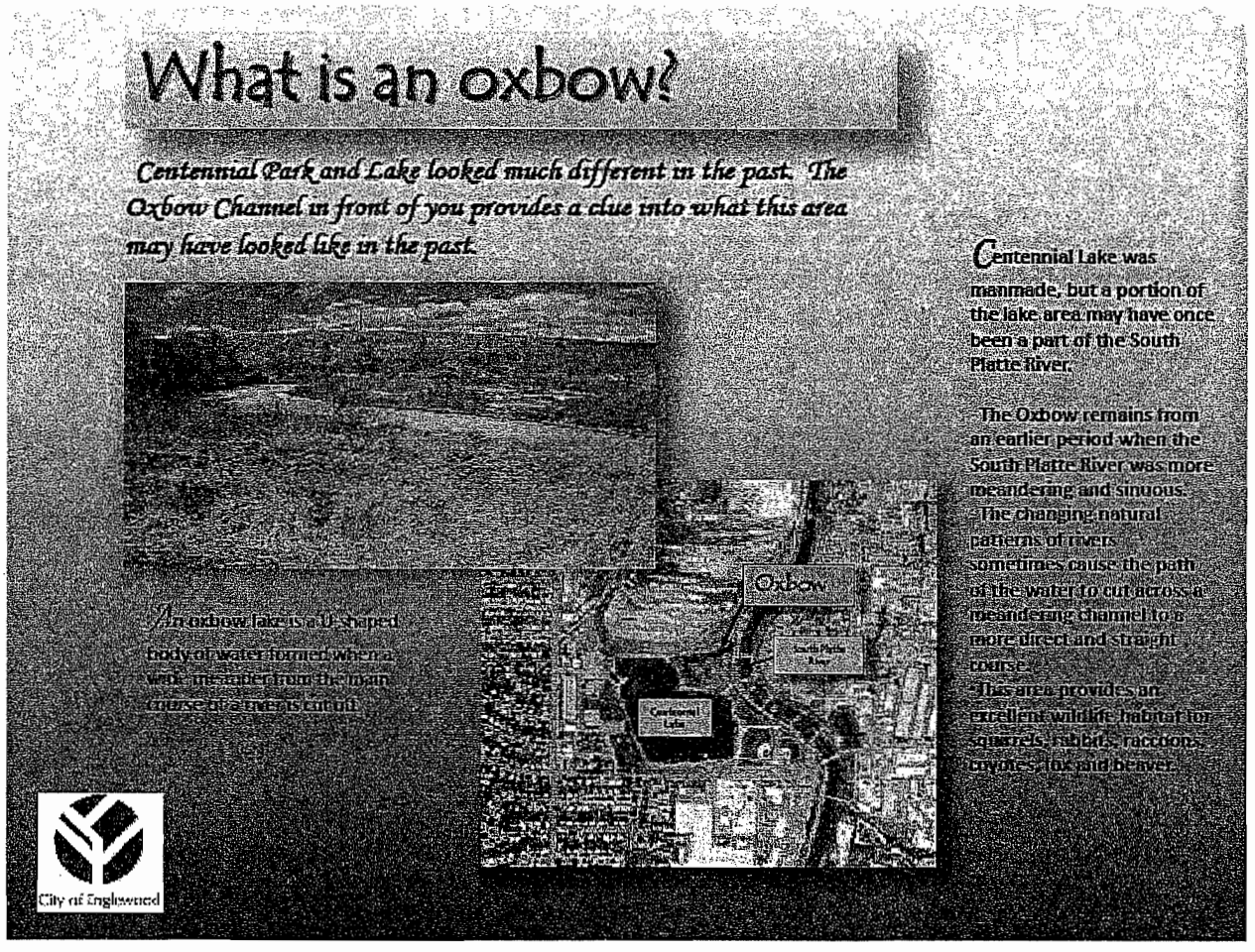
Part C - Open Space Acquisition Project N/A

Part D – Open Space Improvement/Construction Project N/A

Part E – Park Project N/A

Part F - Management, Maintenance or Education Project

Centennial Park Trail Loop will incorporate an educational component into the project by erecting three signs around the lake to provide trail users with information about the various types of wildlife and natural features surrounding the lake. One sign will provide educational information about the oxbow lake and how it was formed. A second sign will detail information about the types of game fish that inhabit Centennial Lake. The last sign will provide information about unusual duck species that can be found at the lake and their feeding habits.



Example of Educational/Interpretative Signage

Part G – Detailed Project Narrative and Selection Criteria

Criteria for Evaluation Grant Proposals:

1. Project Description: 20 Points

Centennial Park, Englewood's largest park at 46.7 acres, was expanded in 2001 adding three athletic fields, restroom facilities and trail connections to Centennial Lake trail loop and the Mary Carter Greenway Trail on the South Platte River. The expansion project was the result of partnerships and support from the Colorado Rockies McCormick Foundation, City of Sheridan, South Suburban Parks and Recreation District, Urban Drainage and Flood Control, All Souls Catholic School, Arapahoe County, Englewood Youth Sports Association and the Colorado Conservation Trust Fund. The expansion goals were to develop badly needed athletic fields, while enhancing access to Centennial Lake and the South Platte River including trail head parking and access to the Mary Carter Greenway Trail.

Due to project budget constraints lighting for the ball fields was not completed until 2010. An Arapahoe County Open Space grant along with share back funds was used to complete the lighting project.

The 2006, Englewood Parks and Recreation Master Plan cited the need for reconstruction of the asphalt portion of the Centennial Park Trail Loop. This trail reconstruction upgrade will finalize the improvements that were started in 2001. The asphalt section of the trail is 0.7 of a mile. This asphalt section is crumbling and is cracked and buckled in many areas. Widening the trail from 8 feet to 10 feet to accommodate the varied uses on the trail is also a major objective for the project. The new 10 foot wide trail will eliminate a choke point that currently exists on the western side of the lake where the trail narrows to a section of 5 foot wide trail. Widening this section will create a true multi-use trail that in-line skaters and cyclists can use.

Landscaping around a small pond and waterfall will be added to enhance the trail user experience. Educational kiosks, benches and plant material will be installed around the pond to create a scenic gathering area for patrons. Currently, small children enjoy playing around the pond and water fowl gather in this area as well.

Englewood has been successful in banking contingency funds from various sources including Arapahoe County shareback funds in anticipation of moving the project forward quickly once grant funding has been received. We anticipate the construction bidding process to take place during the fall of 2011 with a completion date of January 2012.

The Centennial Park Trail Loop project is ready for implementation in 2011. Funding partners have been established, ACOS shareback funds have been budgeted for the project and the Englewood Parks and Recreation Commission has identified the trail as a priority project within the community.

The trail loop is a much needed addition to Centennial Park and will greatly improve this vital trail connection to the Mary Carter Greenway by creating a true multi-use trail with the widening and by eliminating the 5 foot wide choke point for cyclists and in-line skaters. The trail, as part of Centennial Park, is located along the boundaries to the cities of Englewood, Sheridan, Denver and Littleton.

Water quality will be enhanced by this project through stabilization of the lake shore. Fishermen accessing the lake shore have created bare areas and erosion. The project includes bank and shore stabilization by adding designated crusher fines trails and steps leading to the shore.

The Centennial Park Trail Loop is used by fishermen to access areas around the lake, including two ADA accessible fishing docks. The trail is also heavily used by dog walkers, pedestrians, cyclists and enthusiasts for wildlife observation. By improving this trail from asphalt to a wider concrete trail, we will eliminate numerous trip hazards and make the trail more user friendly. The project also entails removal of an existing expanded metal arched bridge and replacing it with an ADA accessible pedestrian bridge. This trail is also an important east-west access point from neighborhoods in Englewood, Sheridan and Denver to the Mary Carter Greenway Trail.

The trail loop project will have minimal impact on wildlife in the area. Centennial Park is located adjacent to the South Platte River and is part of the riparian river corridor. Wildlife typically uses the park area for food, shelter and nesting grounds. Due to the large number of people using the park and trail, this area is not deemed high value land for wildlife. The parkland has no historical, natural or cultural significance.

2. County and Community Benefits 25 Points

Community needs for Centennial Park were addressed during the 2006 Parks and Recreation Master Planning process. A series of community meetings were held to gather citizen input on park amenities citizens would like to see in their community parks. One of the highest priority areas was trails and trail access to the Platte River. The trail provides valuable access for the neighborhoods immediately to the west of Centennial Park including Hillside Manor, Fort Logan and Centennial Acres.

By replacing an existing bridge that is not ADA accessible, adding new landscape features, adding lake shore bank stabilization and educational signage and widening the trail, park users will have greater access to Centennial Lake. The trail renovation and new landscape features will increase traffic and usage around the lake, including new potential uses such as biking and inline skating which are becoming difficult because of the trail conditions, width of the trail and choke point near the pond and waterfall. The trail will enhance the experience for people already using the park for soccer and baseball games, walking, picnicking and fishing. Increasing the trail width and replacing the trail with new concrete will create an additional mile of multiuse trail connecting to the Mary Carter Greenway.

3. Project Planning, Design, Budgeting 25 Points

Initial planning for this trail started with the 2003 South Platte River Open Space Plan. This plan was a joint effort by the cities of Sheridan and Englewood as well as Arapahoe County to help promote redevelopment of the South Platte River. The plan helps to provide for a long-range vision of the corridor through recommendations in three primary components: trails and connections, open space and redevelopment. These recommendations include improving access and connections to the trail network.

In 2005, a survey was conducted for households in Englewood as part of the planning process for the 2006 Englewood Parks and Recreation Master Plan. The results indicated that most citizens felt that bike and pedestrian trails were lacking and in need of improvement. The Englewood Parks and Recreation Commission also submitted a letter of support to City Council for the Trail Loop project. The need for trails and connectivity to the Platte River was identified as one of the top priorities within the community. The Centennial Park Trail Loop is an important east-west trail connection that serves communities and neighborhoods to the west of the South Platte River and the Mary Carter Greenway. From this access point, trail users can reach downtown Denver, Chatfield State Park or numerous other trail connections along the Mary Carter Greenway.

Interpretive wildlife signage will be installed along the trail to identify and explain the animal, bird and fish species commonly found in the area.

The trail will be six inch thick concrete, ten feet wide with a two foot clear zone on both sides of the trail for safety. All trail grades will be in accordance with ADA accessibility guidelines and an arched-type bridge connection to the fishing pier will be replaced with an ADA compliant bridge for improved trail and fishing pier access.

Erosion control will be placed around all areas during construction to prevent sediment from reaching the lake. After the trail construction has been completed, restoration of the surrounding area will take place and will include re-grading, seeding and mulching or blankets over the seeded areas.

Englewood has contracted with PKM Design Group for data collection, design, structural bridge design, survey, geotechnical investigations and cost estimates for the project. Matching funds have been budgeted for in the 2011 Open Space Fund (Arapahoe County Share back Funds). Any project cost overages will be addressed in the 10% contingency allocation. If we are awarded successful grant funding through Arapahoe County, the project will be competitively bid in the fall of 2011 with construction commencing in late fall and project completion during the spring of 2012.

Staff will also be applying for additional grant funding through the Colorado Division of Wildlife Fishing is Fun grant program.

4. Partnerships 25 Points

Staff will be applying for a 2011 Colorado Division of Wildlife Fishing is Fun grant in the amount of $13,000 for this trail project. The Fishing is Fun grant is due March 1, 2011 with award notification in June 2011. Eligible projects include ADA trail access to existing lakes, shoreline and bank stabilization and access bridges. If we are successful in being awarded a Fishing is Fun grant, those funds will be used for bank stabilization as shown on our budget form. Letters of support are included from page 16 through page 25.

Waste Management of Colorado, a neighboring business, has committed $500 in funding toward the trail project. As an Englewood business, Waste Management employees benefit greatly from using the trail loop around Centennial Lake.

5. Long-term Maintenance 15 Points

The City of Englewood owns the property and the Parks and Recreation Department will be responsible for the long-term maintenance of the trail, landscaping and signage for the project. The City of Englewood annually allocates funding in the Parks and Recreation Department budget for personnel, commodities and capital for regular repair and maintenance for all park infrastructure, amenities and facilities. The parks department currently maintains approximately 10 miles of trails in our parks and along riparian corridors within the city. In addition, the parks department annually replaces trail segments that have become cracked or broken with new concrete in conjunction with our public works department's concrete utility replacement program. Over $136,000 is allocated annually in the park department budget for repair and maintenance of trails and other infrastructure. Improving the Centennial Park Trail Loop from an asphalt trail to concrete will add 20 or more years to the life expectancy of the trail. Attached is a letter of commitment from Parks and Recreation Director Jerrell Black, affirming our long term maintenance commitment.

CITY OF ENGLEWOOD

DEPARTMENT OF PARKS AND RECREATION

Arapahoe County Open Space and Trails Advisory Board
10730 East Briarwood Avenue, Suite 100
Centennial, CO 80112

January 19, 2011

Re: Long-Term Trail Maintenance

Dear Open Space Advisory Board:

The City of Englewood Parks and Recreation Department is committed to the long-term maintenance of all trails within the City of Englewood for the purposes of recreation and transportation. The City of Englewood allocates funds for the long-term maintenance and replacement of trails. These funds include the costs of repairing and maintaining approximately 10 miles of trails within the city. Ongoing maintenance functions also include: trail sweeping, trash pick-up, mowing, weed management and snow removal. The Parks and Recreation Department is funded annually through the City of Englewood's General Fund as part of the core services provided to the citizens of the City of Englewood. The Centennial Park Trail Loop reconstruction will be included in with the rest of our trail system for long-term maintenance.

Sincerely,

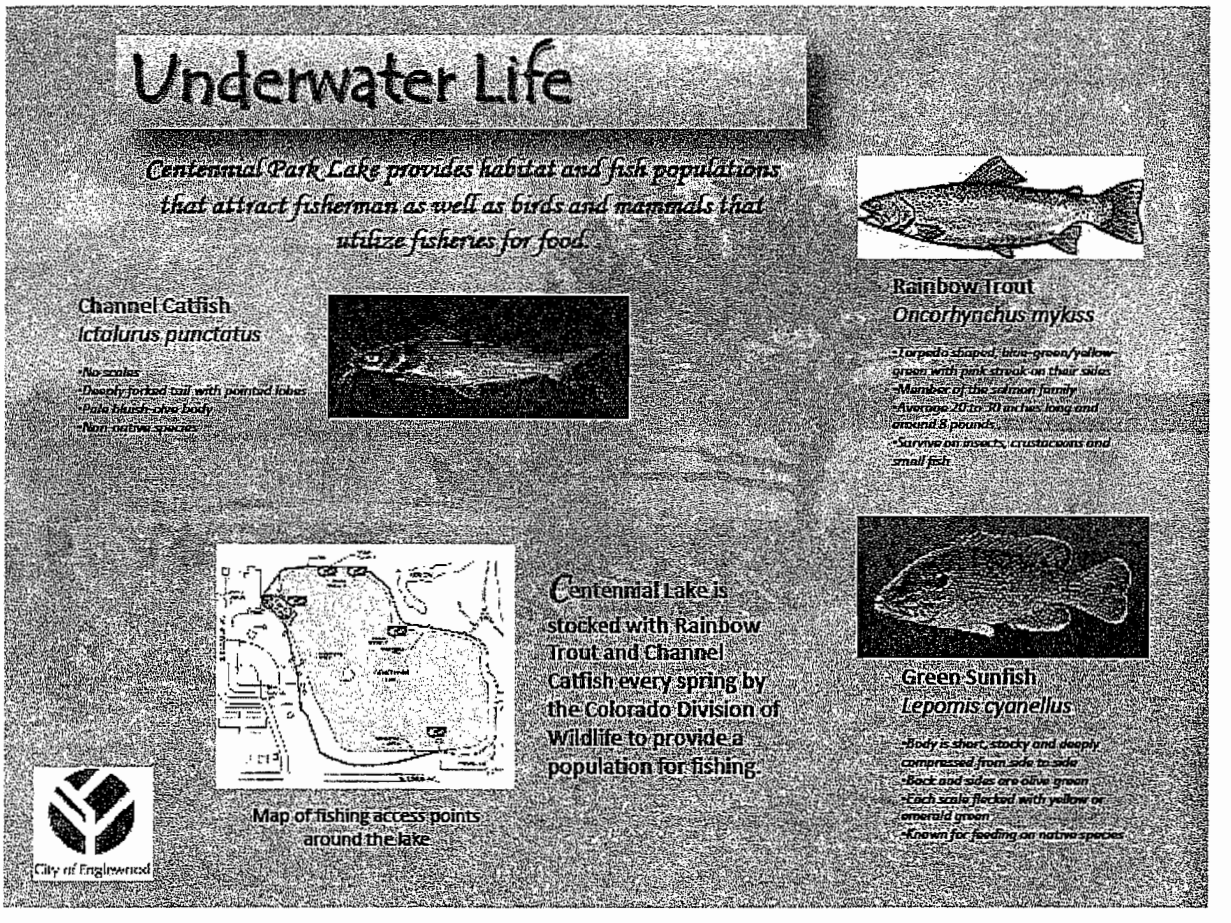
Jerrell Black
Parks and Recreation Director

1155 W. Oxford Avenue Englewood, Colorado 80110 Phone 303-762-2680 Fax 303-762-2688
www.englewoodgov.org

6. Connectivity 10 Points

Centennial Park is located adjacent to and west of the Mary Carter Greenway Trail along the South Platte River corridor, just to the north of the Big Dry Creek Trail and confluence of Big Dry Creek. The Mary Carter Greenway extends from Chatfield State Park north into downtown Denver. Centennial Park Trail Loop provides access to numerous other trail connections that can be accessed from the Greenway Trail, such as the Bear Creek Trail, Big Dry Creek Trail, Columbine/Platte Canyon Trail, Railroad Spur Trail, Lee Gulch Trail and the High Line Canal Trail. All of these trails are multi-use and promote a wide range of recreational and transportation uses. Many park users, ball field participants, fishermen and community residents to the west of the park bike or walk to the park. Ample parking at both the Brent Mayne Field and Centennial Park allow for use as trailhead parking. Centennial Park is also within short walking distance of RTD bus routes from South Federal Boulevard.

Interpretive wildlife signage will be installed along the loop trail. Signage will be educational/ informative in nature and depict local native wildlife species and ecosystems typically found in the Platte River riparian corridor.



Example of Educational/Interpretative signage

RESOLUTION NO. 88
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. 88, Series of 2010.

Loucrishia A. Ellis, City Clerk

CITY OF ENGLEWOOD

PARKS AND RECREATION COMMISSION

December 1, 2010

Arapahoe County
Open Space and Trails Advisory Board
10730 East Briarwood Avenue, Suite 100
Centennial, CO 80112

Advisory Board Members:

I am writing this letter of support on behalf of the Englewood Parks and Recreation Commission in support of the Englewood Parks and Recreation Department's grant application for Centennial Park Trail Loop Renovation. The Parks and Recreation Commission was involved with the Centennial Park expansion project that was completed in 2001. More recently the Commission was involved in the lighting of the Centennial Park Ballfields.

Centennial Park is one of the busiest community parks in Englewood. The trail loop is an important east/west connection off of the Mary Carter Greenway Trail. It connects several neighborhoods in Englewood and Sheridan with the Mary Carter Greenway Trail. In addition, the loop trail around Centennial Lake is a popular trail for dog walkers, cyclists, nature watchers and fishermen. The need to improve and widen this trail is important for all of the varied activities that take place around the lake.

Thank you for your consideration of this trail project in the City of Englewood.

Sincerely,

Austin Gomes, Chair
Englewood Parks and Recreation Advisory Board

1155 W. Oxford Avenue Englewood, Colorado 80110 Phone 303-762-2680 Fax 303-762-2688
www.ci.englewood.co.us

WASTE MANAGEMENT

WASTE MANAGEMENT
5500 S. Quebec St.
Suite 250
Greenwood Village, CO 80111
(303) 486-6000
(303) 797-3031 Fax

Arapahoe County Open Space and Trails Advisory Board
10730 East Briarwood Avenue, Suite 100
Centennial, CO 80112

January 19, 2011

Open Space Advisory Board Members:

On behalf of Englewood Parks and Recreation, Waste Management of Colorado, Inc is writing this letter of support for the Centennial Park Trail Loop. Waste Management is a community business located directly adjacent to Centennial Park.

The trail project will not only benefit residents in the region but also benefits many of the 1,200 Waste Management of Colorado, Inc. employees by providing them with a place to walk and exercise during lunch and after work. The trail provides important access to fishing around Centennial Lake as well.

Sincerely,
Waste Management of Colorado, Inc.

Jack Cella
Area Sales Director

From everyday collection to environmental protection, Think Green® Think Waste Management.

Printed on 100% post-consumer recycled paper.

SOUTH SUBURBAN
Park Foundation 6631 South University Boulevard, Littleton Colorado 80121 **T** 303.798.5131 **F** 303.798.3030 www.sspf.org

December 14, 2010

Arapahoe County Open Space, Parks and Trails
Grants Program
10730 East Briarwood Avenue
Suite 100
Centennial, CO 80122

Dear Review Committee:

On behalf of the South Suburban Park Foundation, please accept this letter of support for the City of Englewood's Centennial Park Trail Loop Project. The proposed project will provide an enhanced multi-use trail connection to the Mary Carter Greenway, a regional trail system.

The Foundation fully supports this trail project since it benefits thousands of users who utilize the Mary Carter Greenway throughout the year. Providing a safe, accessible and pleasing link to Centennial Lake enhances the recreational and transportation elements of the entire south metro trail system. In addition, the trail will provide a new trail link for commuters as well as increase recreation opportunities for users of all ages.

For more than thirty years, the Foundation has collaborated trail project efforts with the City of Englewood and we encourage the Arapahoe County Open Space Program to consider funding this trail project.

Sincerely,

Beverly Bradshaw, Chair
South Suburban Park Foundation

We build trails.

South Suburban
PARKS AND RECREATION

Administrative Office
6631 S. University Blvd.
Centennial, CO 80121-2913

phone 303.798.5131
fax 303.798.3030
www.sspr.org

Board of Directors
Kay C. Geitner
Susan M. Rosser
John K. Ostermiller
Pamela M Eller
Michael T. Anderson

Executive Director
David A. Lorenz

December 30, 2010

Open Space and Trails Advisory Board
c/o Arapahoe County Open Space Division
10730 E. Briarwood Avenue, Ste. #100

Dear Grant Review Committee:

I am writing on behalf of South Suburban Park and Recreation District in support of the City of Englewood's application to Arapahoe County Open Space for grant funding for the Centennial Park Loop Trail Project. The proposed project will help maintain the quality parks and trails within the South Metro Area and will directly connect to the District's Mary Carter Greenway, which is a regional trail.

The proposed trail project will enhance accessibility from the Mary Carter Greenway to the popular Centennial Lake Park by providing upgraded ADA access, landscape enhancements and educational kiosks that will interpret and identify wildlife in the area.

Although this grant application may compete for grant dollars with our Arapahoe County Open Space grant applications, the District supports quality park and trail projects that further our citizens' opportunities to recreate in the South Metro Area.

Sincerely,

David A. Lorenz, Executive Director

Three-Time National Gold Medal Winner for Excellence in Park and Recreation Management

CITY OF SHERIDAN
4101 S. Federal Blvd.
Sheridan, CO 80110-5399

303/762-2200
FAX 303/788-1853

February 1, 2011

Arapahoe County Open Space and Trails Advisory Board
10730 East Briarwood Avenue, Suite 100
Centennial, CO 80112

Dear Open Space Advisory Board:

I am pleased to provide this letter of support for the City of Englewood Parks and Recreation Department's grant submittal for the Centennial Park Trail Loop. The City of Sheridan has always worked closely with Englewood in supporting and providing recreational opportunities for the residents of both cities.

The trail project will benefit countless area residents by improving trail conditions and safety around Centennial Lake. The trail also provides a valuable and important connection point to the Mary Carter Greenway Trail and points beyond.

The City of Sheridan believes that new and improved recreational opportunities are key to attracting new and maintaining current residents in our area. I strongly encourage you to provide funding for this project.

Sincerely,

A L Krieger
City Manager

City of Sheridan
4101 S. Federal Blvd.
Sheridan, CO 80110-5399

www.ci.sheridan.co.us

2000 West Union Avenue. Englewood, CO 80110
303.922.6231
www.freedomservicedogs.org

Freedom
SERVICE DOGS

Dear Committee Members,

I am writing this letter to support the grant application proposed by the Englewood City government regarding improvements to the parks and open space specified within their request.

Freedom Service Dogs enhances the lives of people with disabilities by rescuing dogs and custom training them for individual client needs. We operate in a nearby Englewood-based facility, and through the nature of our business we attract many citizens from throughout the Metro Denver area as volunteers and clients. During the many months of beautiful weather, we encourage the use of this space in a wide variety of ways. This is great for the dogs to take extended walks for purposes of exercise and socialization, and it is a much welcomed oasis in a heavily industrialized section of town.

Since Freedom Service Dogs exists to help people with disabilities, we are particularly supportive of the proposed improvements to paths and sidewalks – a much needed enhancement by itself, but one that will literally grant access for people with disabilities where it would otherwise not exist. For 3 years, we have used portions of this space for an annual festival that has attracted thousands of people from the Metro Denver community. It would make a tremendous impact to show them first-hand the difference these improvements make.

As a nonprofit organization, we recognize the value of working on limited budgets and constantly striving to do more with less. We have seen in our many dealings with the City of Englewood a dedication to prudent and frugal spending with an commitment to producing exceptional quality in the facilities and services they provide. This is model government that should be recognized. Approving this funding application will have far reaching benefits to members throughout Arapahoe County, and as an organization that exists in this community, it is our pleasure to fully endorse this financial request. Please phone our office any time if we can provide more detail on the impact of this initiative on the members of our community.

Sincerely,

Perry Jowsey

Director of Development

2000 West Union Avenue. Englewood, CO 80110
303.922.6231
www.freedomservicedogs.org

Freedom
SERVICE DOGS

Dear Committee Members,

I am writing this letter to support the grant application proposed by the Englewood City government regarding improvements to the parks and open space specified within their request.

I am a volunteer with Freedom Service Dogs, Inc. located in Englewood Colorado. I volunteer my time with this organization because I believe in the support they offer to our returning veterans.

As a volunteer of Freedom Service Dogs I often take dogs that are in training or evaluation on walks at the park, I also attend the annual FSD Festival of the Bastardino that is hosted by Centennial Park. I am so proud to be a resident of the city of Englewood, and offer my support to the proposed improvements to Centennial Park.

Sincerely,

Beverly Nielsen
Freedom Service Dog Volunteer

Denver Bicycle Touring Club
PO Box 260517
Denver, CO 80226-0517
www . dbtc . org
303-756-7240

January 14, 2011

Mr. David Lee
Open Space Manager
Department of Parks & Recreation
City of Englewood
1000 Englewood Parkway
Englewood, Colorado 80110

Dear Mr. Lee:
The Denver Bicycle Touring Club board of directors has authorized me to write you a letter in support of your grant request funding for the trail construction in and around Centennial Park. Our club supports your efforts to improve the existing trail and the replacement of the bridge so that it would be ADA accessible. As you mentioned, the current bike path has deterioated and is in need of repair. Our club always supports the improvement of bike paths for the enjoyment of all citizens to be able to riding their bicycles safely.

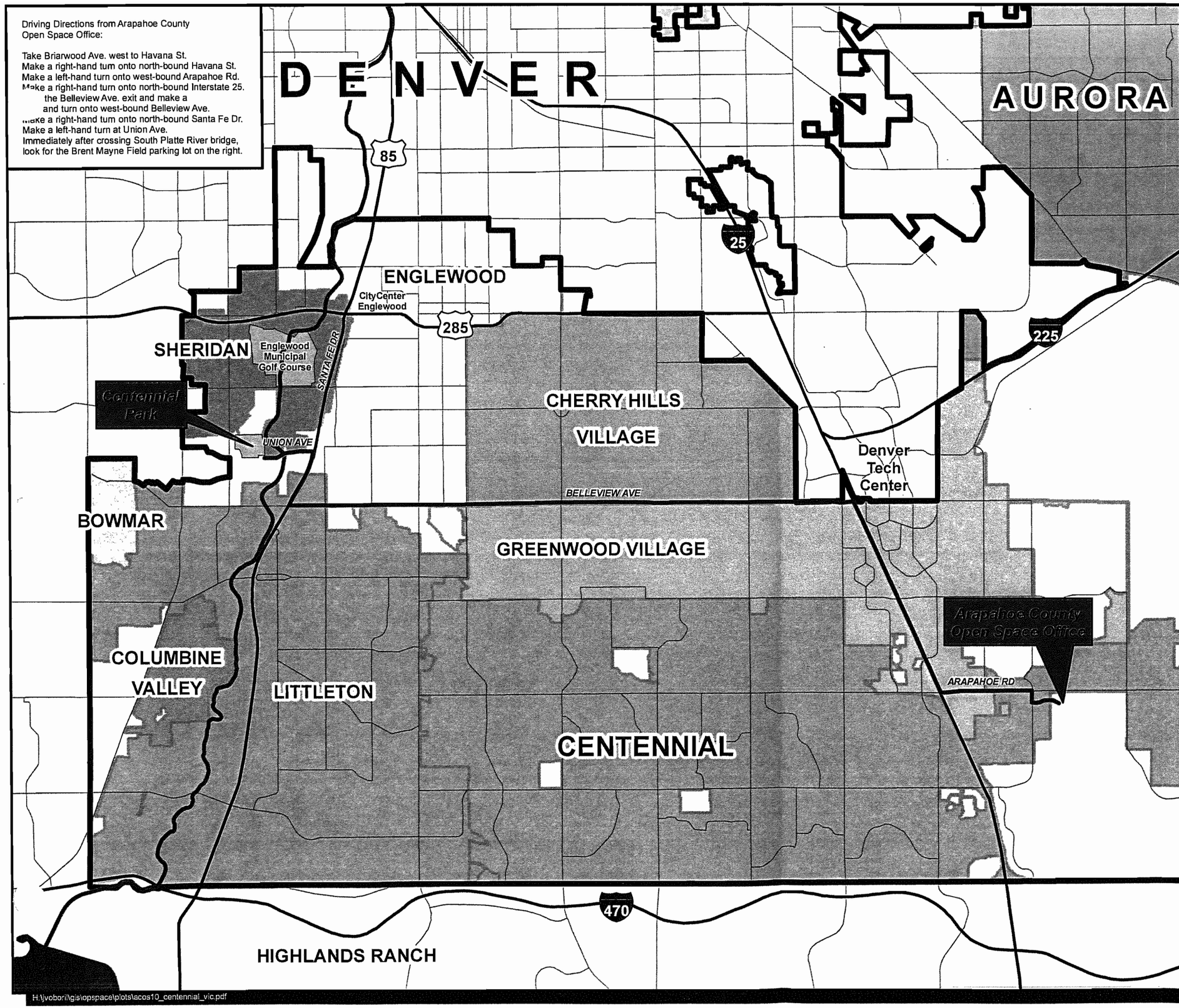
We wish to thank you for your efforts in preparing the grant request and hope that you are successful in obtaining the funds necessary to complete this project.

Respectfully,

John Campbell
President of the Denver Bicycle Touring Club

Driving Directions from Arapahoe County Open Space Office:

Take Briarwood Ave. west to Havana St.
Make a right-hand turn onto north-bound Havana St.
Make a left-hand turn onto west-bound Arapahoe Rd.
Make a right-hand turn onto north-bound Interstate 25.
the Belleview Ave. exit and make a
and turn onto west-bound Belleview Ave.
Make a right-hand turn onto north-bound Santa Fe Dr.
Make a left-hand turn at Union Ave.
Immediately after crossing South Platte River bridge,
look for the Brent Mayne Field parking lot on the right.



City of Englewood, Colorado

2011 Arapahoe County Open Space, Parks, and Trails Grant Application

Centennial Park Loop Trail Reconstruction Project

Vicinity Map with Driving Route

LEGEND

- Driving Route
- South Platte River
- Arapahoe County Boundary
- Major Highways
- Arterial and Collector Streets

January 2011

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Miles

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City of Englewood, Colorado

2011 Arapahoe County Open Space, Parks, and Trails Grant Application

Centennial Park Loop Trail Reconstruction Project

Site Plan and Topography Map

LEGEND

- Topographical Contour Lines
- Pedestrian/Bicycle Trails
- Centennial Park Boundary

January 2011

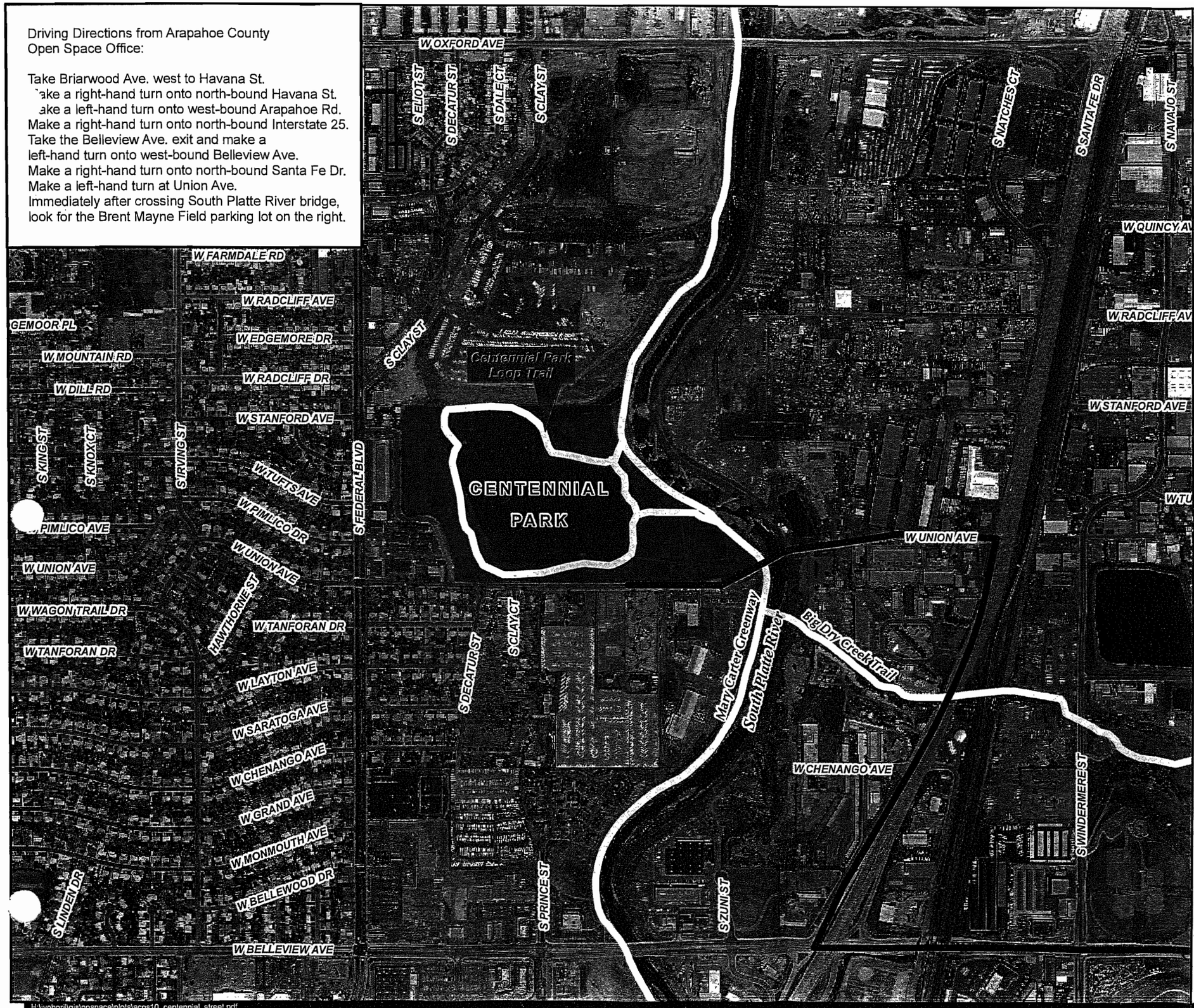
N

0 250 500 750

Feet

Driving Directions from Arapahoe County Open Space Office:

Take Briarwood Ave. west to Havana St.
Take a right-hand turn onto north-bound Havana St.
Take a left-hand turn onto west-bound Arapahoe Rd.
Make a right-hand turn onto north-bound Interstate 25.
Take the Belleview Ave. exit and make a left-hand turn onto west-bound Belleview Ave.
Make a right-hand turn onto north-bound Santa Fe Dr.
Make a left-hand turn at Union Ave.
Immediately after crossing South Platte River bridge, look for the Brent Mayne Field parking lot on the right.



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City of Englewood, Colorado

2011 Arapahoe County Open Space, Parks, and Trails Grant Application

Centennial Park Loop Trail Reconstruction Project

Street Map with Driving Route

LEGEND

- Driving Route
- Pedestrian/Bicycle Trails
- Centennial Park

January 2011

0 700 1,400 2,100

Feet

Part J - Project Timeline and Acknowledgement of Funding Source

Data Collection, Design and Cost Estimates	January 2011
Grant Application Deadline	February 4, 2011
ACOS Grant Award	June 2011
Intergovernmental Agreements Finalized	August 2011
Bid Project	August 2011
Project Construction	September 2011
Initial Grant Project Status Report	January 2012
Project Construction Completed	January 2012
Final Grant Project Report	March 2012
Installation of Grant Signage	March 2012
Citizen Grand Opening Ceremony and Ribbon Cutting	April 2012

Temporary signage announcing the trail loop construction project will be installed at the junction of the loop trail and the Mary Carter Greenway Trail. Additional temporary signage will be installed at access points along the loop trail next to parking lots and along Union Avenue. The signage will identify all funding partners for the project and list the project timeline. Permanent signage identifying ACOS support and funding will be installed along the trail loop once the project has been completed.

The South Suburban Park Foundation has agreed to identify the loop trail on their new trail maps. Information will also be added to the City of Englewood's web site identifying the trail and the Englewood Herald will run information and a news story related to the project as construction commences and before the ribbon cutting ceremony. A ribbon cutting celebration will be scheduled in April 2012 as a way to recognize the partnerships, funding agents, citizens, county and local dignitaries that helped make this project happen.

Name of Project: Centennial Trail Loop Reconstruction **Name of City/District:** City of Englewood

Sources of Funds	Date	County Grant Request	Cash Match	In-Kind Match	Total Project Funds
Arapahoe County Open space		$237,100			$237,100
City of Englewood Cash Match			$108,400		$108,400
Waste Management of Colorado			$500		$500
Colorado Division of Wildlife			$13,000		$13,000
Contingency (10% of total Project)			$35,800		$35,800
Totals - Sources of Funds		***$237,100***	***$157,700***		***$394,800***
Uses of Funds – Expenditures	**Date**	**From County Grant**	**Cash Match**	**In-Kind Match**	**Total Project Costs**
Materials		$95,800	$45,600		$141,400
Construction		$138,000	$73,600		$211,600
Use tax and permit fees		$2,700	$2,700		$5,400
Required signage acknowledging grant from Arapahoe County OSPT	At completion of project	$600 required budget expense line item			$600 required budget expense line item
Subtotal – Project costs					
Contingency (10%of total project)		Not charged to County	$35,800		***$35,800***
Totals – Costs plus contingency		***$237,100***	***$157,700***		***$394,800***

GRAND TOTALS IN FAR RIGHT COLUMN (must equal grant request + cash match+ in-kind match+contingency): $ 394,800

Authorized Signature: _____ Date: 2/1/11

Print Name: David Lee Title: Manager of Open Space

PKM Design Group Inc. Centennial, CO 80112								
1/26/2011	**Centennial Trail Project Estimate**							
1.Trail								
	Item Description	Unit	Quantity	Unit Price	Subtotal	Labor	Materials	Other
1	Removal of asphalt mat	SY	2375	$ 6.00	$ 14,250.00	$ 14,250.00		
2	Removal of sidewalk	SY	462	$ 15.00	$ 6,930.00	$ 6,930.00		
3	Removal of wall	LF	44	$ 12.00	$ 528.00	$ 528.00		
4	Removal of curb	LF	232	$ 3.50	$ 812.00	$ 812.00		
5	Clearing and grubbing	SF	7,387	$ 0.10	$ 738.70	$ 738.70		
6	Unclassified Excavation	CY	1,262	$ 20.00	$ 25,240.00	$ 25,240.00		
7	Blading	Hour	20	$ 120.00	$ 2,400.00	$ 2,400.00		
7	Borrow (Complete in place)	CY	100	$ 10.00	$ 1,000.00	$ 500.00	$ 500.00	
8	Concrete trail (10' wide x 6")	SY	3786	$ 40.00	$ 151,440.00	$ 75,720.00	$ 75,720.00	
9	Retaining Wall (18")	LF	44	$ 80.00	$ 3,520.00	$ 1,760.00	$ 1,760.00	
10	Concrete curb	LF	250	$ 50.00	$ 12,500.00	$ 6,250.00	$ 6,250.00	
11	Native Seeding	AC	0.25	$ 416.00	$ 104.00	$ 52.00	$ 52.00	
12	Sod	SF	400	$ 1.00	$ 400.00	$ 200.00	$ 200.00	
SUBTOTAL TRAIL ESTIMATE					**$ 219,862.70**	**$ 135,380.70**	**$ 84,482.00**	
2.Fishing Access								
1	Clearing and grubbing	SF	4,623	$ 0.10	$ 462.30	$ 462.30		
2	Crusher Fines (4" depth)	CF	1525	$ 3.50	$ 5,337.50	$ 2,000.00	$ 3,337.50	
3	Borrow (Complete in place)	CY	50	$ 10.00	$ 500.00	$ 200.00	$ 300.00	
4	Metal Edging	LF	164	$ 3.00	$ 492.00	$ 246.00	$ 246.00	
5	Landscape Boulders	EA	222	$ 85.00	$ 18,870.00	$ 9,435.00	$ 9,435.00	
6	Unclassified Excavation	CY	10	$ 7.00	$ 70.00	$ 70.00		
SUBTOTAL FISHING ACCESS					**$ 25,731.80**	**$ 12,413.30**	**$ 13,318.50**	
3.Interpretive Signs								
1	High Pressure Laminate signs							
	(3 plus 2 extras of each)	EA	9	$ 280.00	$ 2,520.00		$ 2,520.00	
2	Sign frames	EA	3	$ 450.00	$ 1,350.00	$ 75.00	$ 1,275.00	
SUBTOTAL INTERPRETIVE SIGNS					**$ 3,870.00**	**$ 75.00**	**$ 3,795.00**	
4.Pond Renovations								
1	Remove rock in concrete	SF	208	$ 3.00	$ 624.00	$ 624.00		

2	Clearing and grubbing	SF	4991	$ 0.10	$ 499.10	$ 499.10		
3	Fence (temporary plastic)	LF	15	$ 20.00	$ 300.00	$ 100.00	$ 200.00	
4	Borrow (Complete in place)	CY	40	$ 6.30	$ 252.00	$ 126.00	$ 126.00	
5	Boulder Relocation	EA	56	$ 50.00	$ 2,800.00	$ 2,800.00		
6	Fine Grading	LS	1	$ 400.00	$ 400.00	$ 400.00		
7	Metal Benches	EA	3	$ 1,500.00	$ 4,500.00	$ 500.00	$ 4,000.00	
8	Crusher Fines (4" depth)	CF	261	$ 3.50	$ 913.50	$ 456.75	$ 456.75	
9	Weed Barrier Fabric	SY	87	$ 1.50	$ 130.50	$ 43.50	$ 87.00	
10	Topsoil (4" depth)	CY	67	$ 10.00	$ 670.00	$ 335.00	$ 335.00	
11	Soil Preparation (Special)	SF	783	$ 0.10	$ 78.30	$ 40.00	$ 38.30	
12	Cedar Mulch (4" depth)	CF	1805	$ 2.65	$ 4,783.25	$ 2,392.00	$ 2,391.25	
13	Deciduous Tree (3" cal.)	EA	1	$ 450.00	$ 450.00	$ 225.00	$ 225.00	
14	Deciduous Tree (2" cal.)	EA	3	$ 350.00	$ 1,050.00	$ 525.00	$ 525.00	
15	Ornamental Grass (5 gal.)	EA	16	$ 50.00	$ 800.00	$ 400.00	$ 400.00	
16	Ornamental Grass (1 qt.)	EA	92	$ 11.00	$ 1,012.00	$ 506.00	$ 506.00	
17	Perennial (2-1/4" pot)	EA	214	$ 6.00	$ 1,284.00	$ 642.00	$ 642.00	
18	Deciduous Shrub (5 gal.)	EA	95	$ 50.00	$ 4,750.00	$ 2,375.00	$ 2,375.00	
19	Evergreen Shrub (5 gal.)	EA	8	$ 35.00	$ 280.00	$ 140.00	$ 140.00	
20	2" Control Valves	EA	2	$ 400.00	$ 800.00	$ 400.00	$ 400.00	
21	1" Lateral Pipe	LF	282	$ 1.55	$ 437.10	$ 218.55	$ 218.55	
22	1-1/2" Lateral Pipe	LF	124	$ 1.75	$ 217.00	$ 108.50	$ 108.50	
23	2" Lateral Pipe	LF	160	$ 2.35	$ 376.00	$ 188.00	$ 188.00	
24	Rotary Nozzle Spray Heads	EA	43	$ 20.00	$ 860.00	$ 430.00	$ 430.00	
SUBTOTAL POND RENOVATIONS					**$ 28,266.75**	**$ 14,474.40**	**$ 13,792.35**	
5.Pedestrian Bridge								
1	Removal of Bridge	EA	1	$ 1,000.00	$ 1,000.00	$ 1,000.00		
2	Structure Excavation	CY	16	$ 15.00	$ 240.00	$ 240.00		
3	Structure Backfill (Class 1)	CY	16	$ 18.00	$ 288.00	$ 144.00	$ 144.00	
4	Drilled Caisson (24 Inch)	LF	160	$ 85.00	$ 13,600.00	$ 6,800.00	$ 6,800.00	
5	Riprap (12 Inch)	CY	29	$ 45.00	$ 1,305.00	$ 652.50	$ 652.50	
6	Concrete Class D (Bridge)	CY	11	$ 375.00	$ 4,125.00	$ 2,062.50	$ 2,062.50	
7	Reinforcing Steel (Epoxy Coated)	LB	2200	$ 1.00	$ 2,200.00	$ 1,100.00	$ 1,100.00	
8	Concrete Sidewalk (Colored)	SY	21	$ 47.00	$ 987.00	$ 493.50	$ 493.50	
9	Bridge Girder and Deck Unit	EA	1	$ 25,600.00	$ 25,600.00	$ 12,800.00	$ 12,800.00	

SUBTOTAL PEDESTRIAN BRIDGE				**$ 49,345.00**	**$ 25,292.50**	**$ 24,052.50**	
SUBTOTAL ITEMS 1-5				**$ 327,076.25**	**$ 187,635.90**	**$ 139,440.35**	
Mobilization				$ 6,541.53	$ 5,000.00	$ 971.93	
Construction Surveying				$ 3,500.00	$ 3,500.00		
Erosion Control (Force Account)				$ 1,500.00	$ 500.00	$ 1,000.00	
Permits ($200 - Grading/$245 - Stormwater Permit 1 to 5 acres)				$ 445.00			$ 445.00
Testing/Inspections/Staking				$ 16,353.81	$ 14,929.81		
SUBTOTAL LABOR AND MATERIALS					**$ 211,565.71**	**$ 141,412.28**	**$ 445.00**
Sales Tax (3.5%)							$ 4,949.43
SUBTOTAL ALL ITEMS				**$ 358,372.42**			
10% Contingency				$ 35,837.24			
TOTAL				**$ 394,209.66**			

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2011

COUNCIL BILL NO. 43
INTRODUCED BY COUNCIL
MEMBER WILSON

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY AND THE CITY OF ENGLEWOOD, COLORADO REGARDING OVERLAY OF EAST HAMPDEN AVENUE BETWEEN SOUTH LAFAYETTE STREET AND HIGHWAY 285.

WHEREAS, Hampden Avenue, east of Lafayette Street, is located in unincorporated Arapahoe County and the pavement is in need of surface maintenance; and

WHEREAS, Arapahoe County is responsible for this section of roadway; and

WHEREAS, Arapahoe County does not have this on their list for surface maintenance in the near future so the City of Englewood offered to include it as part of the City's 2011 in-house overlay project if Arapahoe County would pay for materials and trucking costs; and

WHEREAS, the passage of this Ordinance authorizes an "Intergovernmental Agreement between Arapahoe County and the City of Englewood" regarding the rotomilling and asphalt overlay of East Hampden Avenue between South Lafayette Street and Highway 285;

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 Attachment 1, "Intergovernmental Agreement Between Arapahoe County and the City of Englewood" for the rotomilling and asphalt overlay of East Hampden Avenue between South Lafayette Street and Highway 285.

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

Introduced, read in full, and passed on first reading on the 1st day of August, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 5th day of August, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 3rd day of August, 2011 for thirty (30) days.

Read by title and passed on final reading on the 15TH day of August, 2011.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2011, on the 19th day of August, 2011.

Published by title on the City's official website beginning on the 17th day of August, 2011 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 2011.

_____
Loucrishia A. Ellis

Attachment 1

INTERGOVERNMENTAL AGREEMENT
BETWEEN ARAPAHOE COUNTY AND THE CITY OF ENGLEWOOD

This Intergovernmental Agreement is entered into this ____ day of _____, 2011, by and between the Board of County Commissioners of Arapahoe County, Colorado ("County") and The City of Englewood ("Englewood"), collectively referred to herein as the "Parties."

WHEREAS, Section 29-1-203, C.R.S, as amended, permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with local governments in order to provide any lawfully authorized function, service or facility; and

WHEREAS, E. Hampden Avenue, from E. Hampden Avenue Bypass to S. Lafayette Street lies within the jurisdiction of unincorporated Arapahoe County; and

WHEREAS, the parties desire to complete a joint project to mill and overlay E. Hampden Avenue, from E. Hampden Avenue Bypass to S. Lafayette Street, (hereafter "the Project"); and

WHEREAS, Arapahoe County and The City of Englewood have agreed to the extent and division of work to be done by each entity on the Project; and

WHEREAS, Arapahoe County has appropriated funds from its 2011 budget sufficient to reimburse The City of Englewood for the work to be done by The City of Englewood on Arapahoe County's portion of the Project at costs reflected herein; and

WHEREAS, The City of Englewood has appropriated funds from its 2011 budget sufficient to perform its obligations herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants made herein, the Parties agree as follows:

1.0 Scope of Work.

1.1 The scope of work for the Project consists of full width milling to the required depth, followed by 1.5" asphalt overlay of the Project. (See Exhibit A, Project Site Map).

1.2 The City of Englewood will be responsible for milling and overlay of the street within the Project limits. Millings generated by the work are to be retained or disposed of by The City of Englewood.

1.3 The City of Englewood will be responsible for performing any pre-paving preparation needed within the Project limits; including milling, sweeping and tacking.

1.4 The estimated cost for Arapahoe County's portion of the work is $2,058.00 as identified in Exhibit B, Quantity and Cost Estimate. Actual finished costs, including contingency, shall not exceed $2,500 for Arapahoe County's portion of the work.

1.5 According to Arapahoe County Administrative Procedure 87-5, 1989, utility adjustments during overlay for water and sanitary manholes and valve boxes shall be the responsibility of the effected water and sanitation district.

2. **Term.** The term of the Agreement shall be from commencement of construction of the Project, which shall begin prior to October 15, 2011, and termination shall be upon completion of the Project and payment thereof, or no later than December 31, 2011, whichever shall occur first.

3. **Compensation and Payment.**

3.1 Arapahoe County shall allocate funds from the 2011 budget in an amount not to exceed $2,500.00, according to the per ton unit price shown on Exhibit B, to reimburse The City of Englewood for Arapahoe County's portion of the Project.

3.2 Cost estimates used for the Project are based on unit prices and quantities provided by The City of Englewood. Reimbursement shall be according to the actual in-place quantities, as reported by The City of Englewood and accepted by Arapahoe County, up to a maximum of $2,500.00.

3.3 Upon final inspection and acceptance of work, compensation shall be paid by Arapahoe County within thirty (30) days of receipt of invoice from the City of Englewood.

4. **Successors and Assigns.** The Agreement shall be to the benefit of, and be binding upon, the Parties, their successors and assigns.

5. **Assignment of Liability.** This agreement does not create any assignment of liability. Arapahoe County and The City of Englewood acknowledge they retain any liability within their jurisdictional boundaries, subject to C.R.S. §24-10-101, **et. seq.**

6. **No Third-Party Beneficiaries.** The benefits and burdens of the Agreement shall inure solely to the Parties. There are no third-party beneficiaries of the Agreement.

7. **Applicable Law.** The Agreement shall be governed by and construed in accordance with the law of the State of Colorado.

8. **Non-Waiver.** No waiver of any of the provisions of the Agreement shall be deemed to constitute a waiver of any other of the provisions of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

9. **Severability.** Should any one or more provisions of the Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft such language that will achieve the original intent of the Parties hereto.

10. **Enforcement.** The Parties agree the Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado. It is specifically understood that, by executing the Agreement, each Party commits itself to perform pursuant to these terms contained herein, and that any breach hereof that results in any recoverable damages shall not cause the termination of any obligations created by the Agreement unless such termination is declared by the Party not in breach hereof.

11. **Assignability.** Neither Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party.

12. **Liability of the Parties.** No Party shall have any obligation whatsoever to repay any debt, financial obligation, or liability of the other Party.

13. **Survival.** Each and every covenant, promise, or term contained in the Agreement shall not merge in any deed or other document executed by either or both Parties to affect the Agreement, but shall survive such instrument.

14. **Headings for Convenience.** The headings, captions, and titles contained herein are for convenience and reference only and are not intended to enlarge or restrict the content thereof.

15. **Entire Agreement.** The Agreement constitutes the entire Agreement between the Parties with respect to the matters addressed herein. Any prior agreements, promises, negotiations, representations, or understandings not expressly set forth in the Agreement are of no force and effect. The Agreement may not be modified except in writing executed by both Parties.

16. **Notice of Communications.** All notice required under the Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States Postal Service mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices shall be sent.

Notice to Arapahoe County:

Board of County Commissioners
Arapahoe County
5334 South Prince Street
Littleton, Colorado 80126-0001

With copy to:

Kathryn Schroeder, Esq.
Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80126-0001

and

Dave Schmit, Director
Department of Public Works and Development
10730 East Briarwood Avenue
Centennial, Colorado 80112

Notice to The City of Englewood:

Rick Kahm, Director

Public Works Department
1000 Englewood Parkway
Englewood, CO 80110

17. Termination. This Agreement may be terminated, with or without cause, by either Party hereto upon thirty days' written notice to the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first above written:

BOARD OF COUNTY COMMISIONERS
OF ARAPAHOE COUNTY

BY: _____ **DATE:** _____

David M. Schmit, P.E., Director,
Public Works and Development
Resolution No. 11-0143

ATTEST:

BY: _____ **DATE:** _____

CITY OF ENGLEWOOD

BY: _____ **DATE:** _____

Jim Woodward, Mayor

_____

ATTEST:

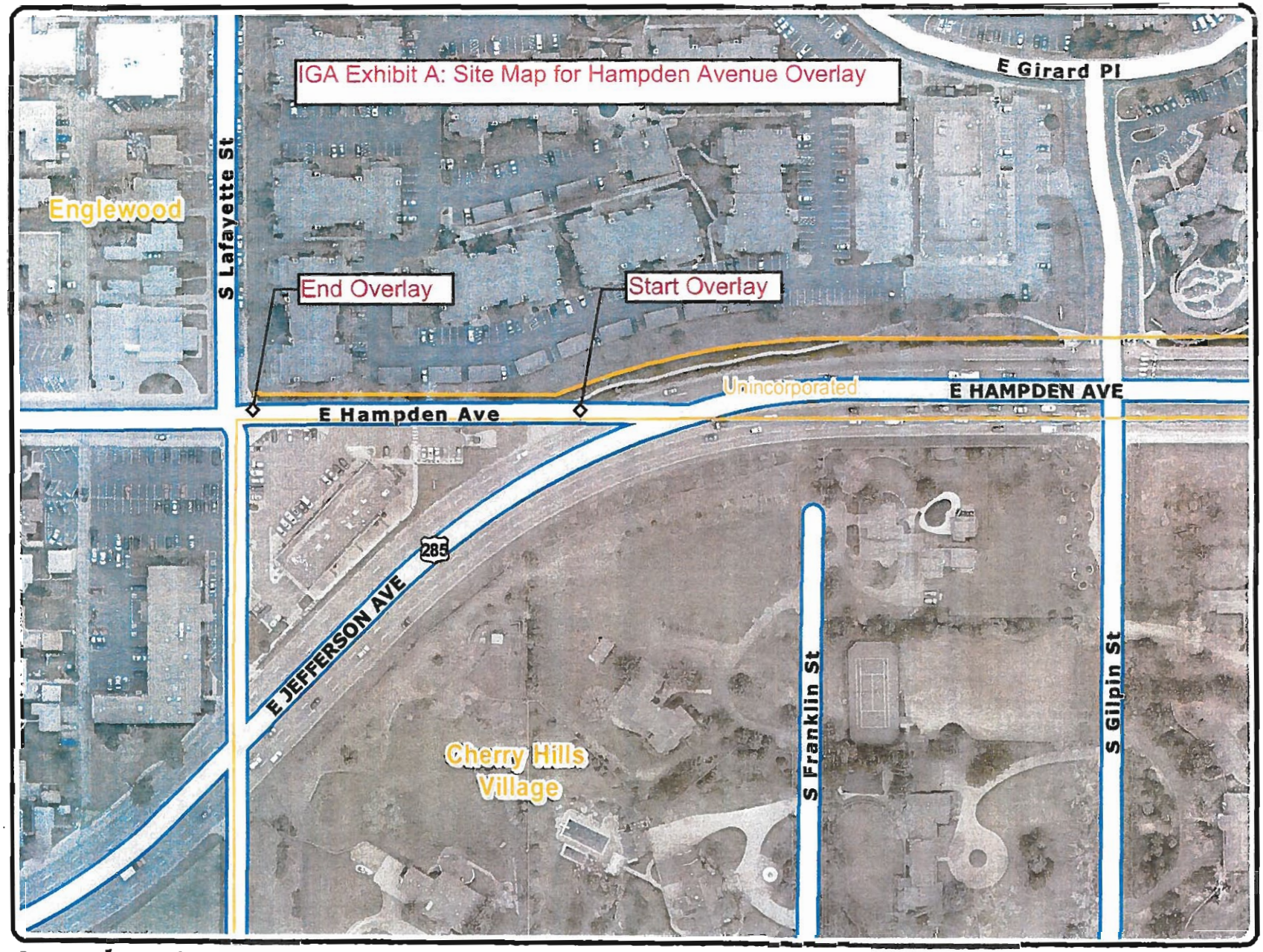
_____

City Clerk

:

_____

IGA Exhibit B: Quantity and Cost Estimate				
Arapahoe County - City of Englewood				
Intergovernmental Agreement				
for Paving of E. Hampden Avenue bypass				
E. Hampden Avenue to S. Lafayette St.				
Date: 5/23/2011				
		Unit	**Estimated**	**Total**
Description	**Unit**	**Price**	**Quantity**	**Amount**
1.5" Overlay	Ton	$ 49.00	42	$ 2,058.00
Note: Estimate based on mutually agreed area of 500 SY.				



Arapahoe County's
ArapaMAP

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W E
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0 80 160 320 480 640 Feet

1 inch = 162 feet

Map Generated On: 5/24/2011

Map Location

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
August 15, 2011	9 c i	Duncan Park Design Services

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

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council Bill No. 20, Series of 2011 an ordinance authorizing the agreement between the City of Englewood and the State Board of the Great Outdoors Colorado Trust Fund for the Duncan Park planning grant.

Resolution No. 75, Series of 2010 in support of the City's GOCO grant application for Duncan Park planning grant.

Council Bill No. 52, Series of 2009 supporting the Great Outdoors Colorado grant application for Duncan Park development funding.

Council Bill No. 6, Series of 2008 authorizing an Intergovernmental Agreement regarding the 2007 grant from Great Outdoors Colorado between the State Board of the Great Outdoors Colorado Trust Fund and the City of Englewood for Duncan Park acquisition.

Council Bill No. 41, Series of 2007 authorizing a Contract for Deed for the purchase of Duncan Park between the City of Englewood and Englewood Schools.

Ordinance No. 35, Series of 1978 an Intergovernmental Agreement between the City of Englewood and Englewood Schools for the lease of Duncan School property for park and recreational purposes.

RECOMMENDED ACTION

Staff recommends that City Council award, by motion, a Professional Services Agreement with an estimated cost of $74,980 for Britina Design Group for the planning and design of Duncan Park.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Council authorized a phased, three-year purchase of Duncan Park from Englewood Schools. The final payment for Parcel #3 was completed in 2010. Redevelopment of Duncan Park, including the removal of the old school building is supported by the 2006 Parks Master Plan. Council approved Resolution No. 75, series of 2010 approving the grant with GOCO for Duncan Park redevelopment. The city was successful in receiving the $75,000 grant to fund the planning process for the park.

Staff recently held interviews and selected Britina Design Group for the redevelopment of Duncan Park. Fifteen park design firms submitted requests for proposals for the project. Five firms were selected for interviews based upon their proposals. Britina was the low bidder from the firms that were interviewed.

At the conclusion of this planning project the development and construction documents will have been fully vetted through the public process. Citizens, neighbors and user groups will have ample opportunity to provide input toward the amenities they seek for the park. There will also be meetings scheduled with the Parks and Recreation Commission, Planning Commission and City Council to gather input and provide updates.

FINANCIAL IMPACT

The City received a GOCO grant award of $75,000. Matching funds of $60,038 for the grant are budgeted in the 2011 Open Space Fund from Arapahoe County Open Space share back funds. The total project budget is $138,038. The project fees from Britina Design Group are $74,980.

LIST OF ATTACHMENTS

RFP Duncan Park Redevelopment Design Services
Professional Services Agreement – Britina Design Group
Britina Design Group Project Fees

CITY OF ENGLEWOOD

PURCHASING DIVISION

Request No. **RFP-11-015**
Date: May 24, 2011

REQUEST FOR PROPOSAL
Duncan Park Redevelopment Design Services
4880 South Pennsylvania Street

The City of Englewood will accept proposal for **"Duncan Park Redevelopment Design Services"** from qualified firms interested in providing park design services for the City of Englewood until **2:00 P.M. MDT, prevailing time, Monday, June 13, 2011**. Request for Proposals will be received at the City of Englewood, Purchasing Division, 1000 Englewood Parkway, Englewood, CO 80110-2373. If hand delivering proposals, please drop them off at Central Cash located on the third floor of the Civic Center.

Interested firms are asked to mark envelope **"Duncan Park Redevelopment Design Services"** in lower left hand corner with the **Request #RFP-11-015** shown on the front of the envelope. Proposals received later than the date and hour specified will not be accepted under any circumstance, and any so received shall be returned to the firm unopened. In addition, facsimiles and any other electronic method of sending proposals will not be acceptable and will be rejected upon receipt. Firms will be expected to allow adequate time for delivery of their proposals by air freight, postal service, or other means.

The City of Englewood has contracted with BidNet and utilizes a central bid notification system created for the City of Englewood. This system will allow vendors to register online and receive notification of new bids, amendments and awards. If you do not have internet access, please call the BidNet support group at (800) 677-1997 extension #214. Vendors with internet access should review the registration options at the following website:

http://www.RockyMountainBidSystem.com

Any questions or clarifications concerning this Request for Proposal (RFP) shall be submitted in writing by e-mail to Alicia Stutz, Procurement Specialist to: _____ The title and request number should be referenced on all correspondence. All questions must be received by Monday, June 6, 2011 at 10:00 A.M. MDT prevailing time. All responses to questions/clarifications will be listed on the Rocky Mountain E Purchasing website address as listed above as an addendum. The City will not be bound or responsible for any explanations or interpretations other than those given in writing as set forth in this Request for Proposal. No oral interpretations shall be binding on the City.

All material submitted in connection with this document becomes the property of the City of Englewood. Any and all information received by the City shall become public record and shall be open to public inspection should an award of contract result from this solicitation, except to the extent the bidding entity designates trade secrets or other proprietary data to be confidential.

The City of Englewood will accept Request for Proposals from qualified firms interested in providing Park Design Services for the City of Englewood. No reimbursement will be made by the City of Englewood for any costs incurred prior to a "Formal Contract Agreement."

Where proposing firms are required to enter City of Englewood property to perform work or services as a result of an award, the entity will assume the obligation and expense of obtaining all necessary licenses, permits and insurance. The successful firm shall be required to have property, liability, and workers compensation insurance and to provide the City with copies of the certificate of insurance upon request.

The City of Englewood is exempt from all federal, state and local taxes. Documentation of said exemptions will be provided upon request.

The successful firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and will comply with the Americans with Disabilities Act.

Standard Professional Services Agreement Boilerplate: Attached to this document is a copy of the City of Englewood's standard Professional Services Agreement boilerplate which will be used as a basis for contract negotiations with the selected firm. Many of the provisions in this boilerplate are required by Colorado Law or local ordinance. Please include in your proposal an explanation of any items to which your firm would likely object or request modifications during negotiations if chosen by the selection committee. Please make reference to specific section numbers when noting your concerns, and note desired modifications where possible.

Scanned or re-typed responses: If in its response, proposing firm either electronically scans, re-types, or in some way reproduces the City's published proposal package, then in the event of any conflict between the terms and provisions of the City's published proposal package, or any portion thereof, and the terms and provisions of the response made by the proposing firm, the City's proposal package as published shall control. Furthermore, if an alteration of any kind to the City's published proposal package is discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

The City of Englewood shall have the right to reject any or all proposals, and to waive any informalities or irregularities therein and request new proposals when required. In addition, the City reserves the right to accept the proposal deemed most advantageous to the best interest of the City. Any award made in response to this Request for Proposal will be made to that responsible Firm whose offer will technically be most advantageous to the City -- price, delivery, estimated cost of transportation, and other factors considered. The option of selecting a partial or complete proposal shall be at the discretion of the City of Englewood.

The City's Selection Committee will review materials submitted with the RFP's and select a short list of firms for further consideration. Short listed firms will be invited to attend an interview if necessary. Evaluation factors include, but are not limited to, qualifications, demonstrated ability with similar projects, firm's workload and availability, experience and credentials of the firm's project team members.

A tentative schedule of key dates for the project has been established as follows:

June 6, 2011	Questions due (10:00 AM)
June 13, 2011	Proposals due
June 20, 2011	Short list of firms selected
June 27, 2011	Interviews

July 18, 2011	City Council award
July 19, 2011	Notice to proceed
November 2011	Complete design

General Information

The City of Englewood Parks & Recreation Department is requesting proposals from qualified landscape architectural consultants for the design of new park amenities at Duncan Park. Duncan Park is a 3.81 acre park. The park currently has an old elementary school located on the property, along with a playground and basketball court. The park also serves the community as an off-leash dog park and has a small practice soccer field. Parking for park use is on street only.

The scope of this project includes razing the old school building, removing existing playground equipment and basketball court to allow for a complete redevelopment of the park. The City desires to retain a park planning firm to complete a site specific plan for Duncan Park. Planning will include a comprehensive public process to insure the plan is fully vetted and park users and neighbors have ample opportunity for input.

Requirements for Plan Completion

1. The owner will provide a base map and topographic map of the park based on aerial photography.
2. The consultant shall conduct a survey of the property to use as the basis for final design.
3. The consultant shall complete a concept plan with Theme options for owner and public review.
4. The consultant and owner shall present the plan through public meetings to the neighborhood, Englewood Parks and Recreation Commission and City Council.
5. The consultant will work closely with staff to determine programming and equipment needs, along with maintenance requirements.
6. The consultant will provide a preliminary budget estimate for construction.

Required Deliverables

1. Information gathering meeting(s) with staff.
2. Conceptual design review meeting(s) with staff.
3. One meeting with Englewood Parks and Recreation Commission.
4. One meeting with Englewood City Council.
5. Two neighborhood public meetings.
6. Construction documents including: design plan, materials, play equipment, site furniture, theme development, and all other elements required to begin final design.
7. Summary budget report.

Requirements for Final Design

1. The consultant shall develop a final plan based upon budget, staff direction and public input.
2. The consultant shall prepare graphics that are of professional quality and clearly understandable to the public.
3. The consultant shall develop plans that recognize the importance of the operation and maintenance of the park.
4. The consultant shall coordinate with the owner for educational/public relations purposes and for distribution to the public.

5. The consultant shall be available to meet with City of Englewood officials, including the Englewood Parks and Recreation Commission.
6. The consultant shall provide a final document in pdf/CAD formats.
7. The consultant shall complete final construction drawings and specifications that are suitable for bidding and permitting the project.
8. The consultant shall complete the following: connection to potable water, sanitary sewer and storm water systems. The consultant shall also complete the necessary landscape and irrigation plans, drainage, electrical and utility reports and any other submittals required to obtain construction permits. All plans and reports must be stamped by a qualified design and engineering professionals registered in the State of Colorado.
9. The consultant shall be prepared to deliver the completed documents to a printing company selected by the City and or have a full bid set prepared for electronic review and distribution. The City shall pay for all duplication necessary for bidding.

Evaluation of Proposals

1. Responsiveness to the needs of the City in both the time to complete the project and in the scope of services offered
2. Experience in dealing with projects of similar size, scope and nature.
3. Experience in working with the City of Englewood regulations and requirements.
4. Experience of essential personnel assigned to the project.
5. The degree to which the proposal meets or exceeds the terms of the RFP.
6. Results of reference checks and past performance of other clients.
7. Additional criteria as may be necessary in the opinion of the City.

Bid Proposals will be prepared in accordance with the following:

a. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the authorized agent of the Bidder.
b. Bid Proposals must contain a manual signature of an authorized agent of the Bidder. If the Bidder's authorized agent fails to sign the Proposal, its Proposal shall be considered non responsive and ineligible for award.
c. Prices shall be provided by the Bidder. The Bidder shall enter "No Bid" for each item where a price will not be offered.
d. The accuracy of the Proposal is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.

Statement of Qualifications (To Be Submitted in Addition to Proposal)

1. The purpose of the Statement of Qualifications (SOQ) is to demonstrate the qualifications, competence and capacity of the firm. As such, the substance of proposals will carry more weight than their form or manner of presentation. The SOQ should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the request for proposal's requirements.

The SOQ should address all the points outlined in the request for proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposal. While additional data may, at the discretion of the proposer, be included, the following subjects, items #2 through #4, must be included.

2. License in Colorado
An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed in the State of Colorado.

3. Firm Qualifications and Experience

The SOQ shall state the size of the firm, the size of the firm's staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

To insure the criterion achieves the desired results, the following topics should be included:

a. Understanding of the requirements
b. Innovative ideas/concepts
c. Management ability
d. Commitment to quality
e. Experience/Staffing of team
f. Resources and facilities
g. Similar prior experience
h. Past performance with the City of Englewood if applicable
i. References that may be contacted by the City.

4. The successful firm will be required to enter into an agreement with the City (sample attached as part of this proposal)

The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposing firms, or to allow corrections of errors or omissions. At the sole discretion of the City or the Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal.

Oral Presentations

During the evaluation process, the Selection Committee may, in its sole discretion, request that any one or more of the firms make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all firms may be asked to make oral presentations. The Selection Committee may not ask any of the firms to make such a presentation.

Final Selection

It is anticipated that a firm will be selected in July, 2011. Following notification to the firm selected, it is expected that a contract will be executed between both parties in July, 2011.

CONTACT WITH PERSONNEL OF THE CITY OF ENGLEWOOD OTHER THAN ALICIA STUTZ REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

Alicia Stutz
Procurement Specialist
City of Englewood, Colorado
Finance and Administrative Services

SPECIAL PROVISIONS INSURANCE

Insurance Limits:

The Contractor shall carry throughout the life of the contract the insurance listed below:

Under Section B	Minimum Limits
Public Liability	$1,000,000
Property Damage	$1,000,000

Under Section C	Minimum Limits
Public Liability	$1,000,000
Property Damage	$1,000,000

Public Liability and Property Damage Insurance:

The Contractor shall maintain during the life of this contract, Public Liability and Property Damage Insurance acceptable to the City, covering the work contracted and all operations in connection herewith, and whenever any of the work covered in the Contract is to be sublet, Contractor's Contingent or Protective Liability and Property Damage Insurance. Such insurance shall provide limits not less than those called for in these Special Provisions.

Automotive Liability and Property Damage Insurance:

Whenever the work covered by the Contract shall involve the use of automotive equipment, the Contractor shall maintain during the life of the contract, Automotive Public Liability and Property Damage Insurance. This insurance shall provide limits not less than those called for in these Special Provisions to protect the Contractor from any and all claims arising from the use of the following in the execution of the work included in the contract:

(I) Contractor's own automobile and trucks.
(2) Hired automobiles and trucks.
(3) Automobiles and trucks not owned by the Contractor.

Such insurance shall cover the use of automobiles and trucks both on and off the site of the project.

Workers Compensation:

The Contractor 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.

Liability:

The Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death to any person or persons, including property and employees or agents of the City, and

shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind, or nature, including Workmen's Compensation claims, of or by any whomsoever, in any way resulting from or arising out of the operation in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or his sub-contractors. Insurance coverage specified herein and in the Special Conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

All Certificates of Insurance shall be provided to the City prior to the undertaking of any work and prior to a Purchase Order being issued. The completed Certificate of Insurance shall be sent to:

Procurement Specialist:
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

With an additional copy sent to:

Management of Risk Administrator:
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made as of this _____ day of _____ ____, 20__, (the "Effective Date") by and between Britiva Design Group, Inc. _____ 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

BRINDA DESIGN GROUP, INC
(Consultant Name)

7600 GRANDVIEW AV #210
Address

ARVADA, CO. 80007
City, State, Zip Code

By: _____
(Signature)

ROBERT M. CAURI
(Print Name)

Title: PRESIDENT

Date: 8/4/11

PROJECT FEES

PHASE I: Kickoff Meeting and Site Analysis		***$8,180.00***
• Britina Design Group	$4,980.00	
• Vision Land Consultants	$3,200.00	
PHASE II: Community Input for Concept Plan & Theme Options		***$24,550.00***
• Britina Design Group	$23,800.00	
• Think Tank Studio	$750.00	
PHASE III: Construction Documentation		***$31,350.00***
• Britina Design Group	$16,000.00	
• Think Tank Studio	$6,500.00	
• Vision Land Consultants	$6,000.00	
• Hines Irrigation Consultants	$2,850.00	
PHASE IV: Construction Bidding		***$3,300.00***
• Britina Design Group	$3,300.00	
PHASE V: Construction Administration		***$7,600.00***
• Britina Design Group	$4,500.00	
• Think Tank Studio	$500.00	
• Vision Land Consultants	$1,200.00	
• Hines Irrigation Consultants	$1,400.00	
TOTAL FEES*		***$74,980.00****

**** Reimbursable Expenses***

Reimbursable Expenses are not included in the Total Fee and shall be billed on a cost basis. Reimbursable Expenses include the following: Cost of copies of drawings, xerography, printing and photographic reproduction of drawings; automobile travel at $0.59 per mile; out-of-pocket expenses at cost for travel in connection with the work; long distance telephone and fax.

FIRM	TOTAL BID	
DHM Design	$	88,935.00
BHA	$	86,150.00
Winston Associates	$	81,775.00
PKM Design	$	80,330.00
Britina	$	74,980.00
BUDGET	**$**	**135,038.00**

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
August 15, 2011	11 a i	Proposed bill for an ordinance submitting to the registered electors of the City of Englewood a question regarding boards and commissions.

Initiated By:	Staff Source:
City Clerk's Office	Loucrishia A. Ellis, City Clerk Frank Gryglewicz, Director of Finance and Administrative Services

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council has not discussed this Initiative.

RECOMMENDED ACTION

Approve the proposed bill for an ordinance placing this issue on the November 1, 2011 ballot. As the Initiative Petition has been declared valid and sufficient, and the City Clerk has certified those results to City Council, the City Clerk must certify the proposed ballot question to the Arapahoe County Clerk and Recorder.

BACKGROUND

On May 9, 2011, a Statement of Intent to circulate an Initiative Petition was filed with the City Clerk's Office in accordance with State Statute § 31-11-104 (1).

The deadline to turn in the petition was August 3, 2011 by 5:00 p.m. and they needed at least 519 valid signatures of City of Englewood registered electors.

On May 11, 2011, the City Clerk certified the Initiative Petition as to form.

On August 3, 2011, the Initiative Petition was filed with the City Clerk's Office.

Englewood City Charter, Article VI § 46...If the petition is sufficient, Council shall pass the ordinance without alterations within 30 days, or shall submit same to a vote of the electors at the next general municipal election.

If Council passes the proposed ballot question, it will be placed on the ballot for the City's November 1, 2011 General Municipal Election. This will require a special City Council meeting, currently proposed for August 22. If any alterations are made, it will be necessary to hold further special meetings. If special meetings are not held to pass the ordinance, the initiatives will be addressed in a Special Election.

FINANCIAL IMPACT

The cost of this additional ballot question is unknown at this time, but should not exceed the amount budgeted for 2011 unless a Special Election is required.

LIST OF ATTACHMENTS

Memo to Mayor Woodward and City Council, dated August 9, 2011, certifying the validity and sufficiency of the Petition
Proposed bill for an ordinance

MEMORANDUM

TO: Mayor Woodward and City Council Members

FROM: Loucrishia A. Ellis, City Clerk

DATE: August 9, 2011

SUBJECT: Initiative Petition:
In order to broaden the opportunities for public service and guard against excessive concentrations of power, no appointed voting member of any Board or Commission in the City of Englewood shall hold any elected public office unless specifically designated by the Englewood City Charter. In the event an existing member of any Board or Commission is elected to public office that member shall be required to resign their position. Each member of a Board or Commission will have the opportunity to serve up to three terms per Board or Commission, when a term expires that member will have the opportunity to be reappointed to that same Board or Commission after a 4 year period.

State of Colorado)
) ss
County of Arapahoe)

I, the undersigned, do hereby certify, pursuant to Colorado Revised Statutes §31-11-109, that the Initiative Petition filed with the City Clerk's Office on August 3, 2011 has been reviewed and it has been determined to be valid and sufficient.

Loucrishia A. Ellis, City Clerk

Attest:

Kerry Bush, Deputy City Clerk

Attachments: Memo from Deputy City Clerk Kerry Bush dated August 9, 2011

cc: Gary Sears, City Manager
Dan Brotzman, City Attorney
Mike Flaherty, Deputy City Manager
Frank Gryglewicz, Director of Finance and Administrative Services

Memorandum

To: Lou Ellis, City Clerk

From: Kerry Bush, Deputy City Clerk

Date: August 9, 2011

Subject: Initiative Petitions – Board and Commissions term, November 1, 2011 Election

After carefully checking the candidates' petitions, in compliance with the Secretary of State's rules and procedures, I submit the following:

Petitions Submitted	Total Number of Entries	No. of Entries Accepted	No. of Entries Rejected	Crossouts
01	50	46	4	0
02	50	35	14	1
03	50	33	15	2
05	49	42	7	
06	50	39	10	1
8	20	15	5	
9	9	7	2	
10	37	26	11	
11	50	32	17	1
12	2	1	1	
14	24	16	8	
16	14	10	4	
17	50	32	14	4
18	39	29	10	
19	25	22	3	
20	27	18	9	
21	50	32	18	
22	50	36	14	
23	12	7	5	
24	6	5	1	
25	3	2		1
26	2	2		
27	28	19	9	
28	50	37	13	

31 petition sections submitted, 747 signatures checked, 543 signatures accepted, 194 signatures rejected, 10 crossouts. Number of required signatures is 519 so the committee has met the signature requirement.

Kerry Bush, MMC
Deputy City Clerk

Total	Accepted	Crossouts	Rejected	
50	46		4	
50	35	1	14	
50	33	2	15	
49	42		7	
50	39	1	10	
20	15		5	
9	7		2	
37	26		11	
50	32	1	17	
2	1		1	
24	16		8	
14	10		4	
50	32	4	14	
39	29		10	
25	22		3	
27	18		9	
50	32		18	
50	36		14	
12	7		5	
6	5		1	
3	2	1		
2	2			
28	19		9	
50	37		13	
747	543	10	194	TOTALS

B/C Petitions
August-11

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 44
INTRODUCED BY COUNCIL MEMBER

A BILL FOR

AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF ENGLEWOOD AT THE NEXT SCHEDULED MUNICIPAL ELECTION A PROPOSED ORDINANCE AMENDING THE ENGLEWOOD MUNICIPAL CODE RELATING TO SERVICE ON BOARDS AND COMMISSIONS.

WHEREAS, on August 3rd an initiative petition was submitted to the City Clerk's Office; and

WHEREAS, the Englewood Home Rule Charter and State Statutes provide that this matter be forwarded to the Englewood City Council after the City Clerk certifies the validity and sufficiency of such initiative petition; and

WHEREAS, the Englewood City Clerk has certified the validity and sufficiency of the signatures for the initiative petition;

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

Section 1. It has been determined that this initiated ordinance shall not be enacted without alterations a provided for in Section 46 of the Englewood Home Rule Charter.

Section 2. There is hereby submitted to the registered electors of the City of Englewood at the next scheduled municipal election on November 1, 2011 a proposed amendment to the Englewood Municipal Code of the City of Englewood, to read as follows:

Question No.

Shall THE ENGLEWOOD MUNICIPAL CODE of the City of Englewood, Colorado be amended by changing the Code to provide:

> In order to broaden the opportunities for public service and guard against excessive concentrations of power, no appointed voting member of any Board or Commission in the City of Englewood shall hold any elected public office unless specifically designated by the Englewood City Charter. In the event an existing member of any Board or Commission is elected to public office that member shall be required to resign their position. Each member of a Board or Commission will have the opportunity to serve up to three terms per Board or Commission, when a term expires that member will have the opportunity to be reappointed to that same Board or Commission after a 4 year period.

_____ Yes _____ No

Section 3. Each elector voting at said election and desirous of voting shall indicate his/her choice by depressing the appropriate counter of the voting machine or by the appropriate marking upon paper ballots where used.

Section 4. The proper officials of the City of Englewood shall give notice of said next scheduled municipal election, such notice shall be published in the manner and for the length of time required by law, and the ballots cast at such election shall be canvassed and the result ascertained, determined, and certified as required by law.

Section 5. Only if the question is approved by the registered electors of the City of Englewood shall the Englewood Municipal Code be amended.

Section 6. If any section, paragraph, clause, or other portion of this Ordinance is for any reason held to be invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining portions of this Ordinance.

Introduced, read in full, and passed on first reading on the 15th day of August, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 19th day of August, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 17th day of August, 2011 for thirty (30) days.

James K. Woodward, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 15th day of August, 2011.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
August 15, 2011	11 a ii	Proposed bill for an ordinance submitting to the registered electors of the City of Englewood a question regarding storing or parking vehicles.

Initiated By:	Staff Source:
City Clerk's Office	Loucrishia A. Ellis, City Clerk Frank Gryglewicz, Director of Finance and Administrative Services

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council has not discussed this Initiative.

RECOMMENDED ACTION

Approve the proposed bill for an ordinance placing this issue on the November 1, 2011 ballot. As the Initiative Petition has been declared valid and sufficient, and the City Clerk has certified those results to City Council, the City Clerk must certify the proposed ballot question to the Arapahoe County Clerk and Recorder.

BACKGROUND

On May 2, 2011, a Statement of Intent to circulate an Initiative Petition was filed with the City Clerk's Office in accordance with State Statute § 31-11-104 (1).

The deadline to turn in the petition was August 3, 2011 by 5:00 p.m. and they needed at least 519 valid signatures of City of Englewood registered electors.

On May 4, 2011, the City Clerk certified the Initiative Petition as to form.

On August 3, 2011, the Initiative Petition was filed with the City Clerk's Office.

Englewood City Charter, Article VI § 46...If the petition is sufficient, Council shall pass the ordinance without alterations within 30 days, or shall submit same to a vote of the electors at the next general municipal election.

If Council passes the proposed ballot question, it will be placed on the ballot for the City's November 1, 2011 General Municipal Election. This will require a special City Council meeting, currently proposed for August 22. If any alterations are made, it will be necessary to hold further special meetings. If special meetings are not held to pass the ordinance, the initiatives will be addressed in a Special Election.

FINANCIAL IMPACT

The cost of this additional ballot question is unknown at this time, but should not exceed the amount budgeted for 2011 unless a Special Election is required.

LIST OF ATTACHMENTS

Memo to Mayor Woodward and City Council, dated August 9, 2011, certifying the validity and sufficiency of the Petition.
Proposed bill for an ordinance

MEMORANDUM

TO: Mayor Woodward and City Council Members

FROM: Loucrishia A. Ellis, City Clerk

DATE: August 9, 2011

SUBJECT: Initiative Petition:
In order to preserve property rights of the people of Englewood on their own use of private property, this ordinance will protect the right of parking vehicles on private property. No vehicle weight restrictions are to be applied to private property. All recreational vehicles (RV's, trailers, ATV's, boats, campers, camper shells, and any other vehicle that is defined as an "ORV" by Englewood Municipal Code) are allowed to be parked and stored on private property, with the location and placement at the discretion of the property owner. Business-labeled vehicles are allowed to be parked on private property. The City shall not limit the number of vehicles to two per household. Any surface on private property, permeable or non-permeable, except for grass, is an allowable surface for parking and storage of a vehicle. Any existing laws in conflict with the wording of this ordinance shall be repealed.
This initiative will ONLY apply to private property and will not affect any codes relating to rights-of-way, streets or public areas.

State of Colorado)
) ss
County of Arapahoe)

I, the undersigned, do hereby certify, pursuant to Colorado Revised Statutes §31-11-109, that the Initiative Petition filed with the City Clerk's Office on August 3, 2011 has been reviewed and it has been determined to be valid and sufficient.

Loucrishia A. Ellis, City Clerk

Attest:

Kerry Bush, Deputy City Clerk

Attachments: Memo from Deputy City Clerk Kerry Bush dated August 9, 2011

cc: Gary Sears, City Manager
Dan Brotzman, City Attorney
Mike Flaherty, Deputy City Manager
Frank Gryglewicz, Director of Finance and Administrative Services

Memorandum

To: Lou Ellis, City Clerk

From: Kerry Bush, Deputy City Clerk

Date: August 9, 2011

Subject: Initiative Petitions – Recreational Vehicles, November 1, 2011 Election

After carefully checking the candidates' petitions, in compliance with the Secretary of State's rules' and procedures, I submit the following:

Petitions Submitted	Total Number of Entries	No. of Entries Accepted	No. of Entries Rejected	Crossouts
01	52	48	3	1
02	52	37	15	
03	48	32	15	1
5	52	43	8	1
6	52	43	9	
8	20	12	6	2
9	9	6	3	
10	26	16	10	
11	49	32	16	1
12	2	1	1	
14	9	6	2	1
16	20	12	5	3
17	52	36	13	3
18	34	23	11	
19	25	19	5	1
20	31	18	10	3
21	52	37	14	1
22	50	33	16	1
23	15	9	6	
24	6	5	1	
25	14	13	1	
26	3	3		
27	52	39	13	
28	52	39	13	

31 petition sections submitted, 775 signatures checked, 562 signatures accepted, 192 signatures rejected, 23 crossouts. Number of required signatures is 519 so the committee has met the signature requirement.

Kerry Bush, MMC
Deputy City Clerk

Total	Accepted	Crossouts	Rejected	
52	48	1	3	
52	37		15	
48	32	1	15	
52	43	1	8	
52	43		9	
20	12	6	2	
9	6		3	
26	16		10	
49	32	1	16	
2	1		1	
9	6	1	2	
20	12	3	5	
52	36	3	13	
34	23		11	
25	19	1	5	
31	18	3	10	
52	37	1	14	
50	33	1	16	
15	9		6	
6	5		1	
14	13		1	
3	3			
52	39		13	
50	39		13	
775	**562**	**23**	**192**	**TOTALS**

Rec Veh Petitions
August-11

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 45
INTRODUCED BY COUNCIL MEMBER

A BILL FOR

AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF ENGLEWOOD AT THE NEXT SCHEDULED MUNICIPAL ELECTION A PROPOSED ORDINANCE AMENDING THE ENGLEWOOD MUNICIPAL CODE RELATING TO THE PARKING OF VEHICLES ON PRIVATE PROPERTY.

WHEREAS, on August 3rd an initiative petition was submitted to the City Clerk's Office; and

WHEREAS, the Englewood Home Rule Charter and State Statutes provide that this matter be forwarded to the Englewood City Council after the City Clerk certifies the validity and sufficiency of such initiative petition; and

WHEREAS, the Englewood City Clerk has certified the validity and sufficiency of the signatures for the initiative petition;

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

Section 1. It has been determined that this initiated ordinance shall not be enacted without alterations as provided for in Section 46, of the Englewood Home Rule Charter.

Section 2. There is hereby submitted to the registered electors of the City of Englewood at the next scheduled municipal election on November 1, 2011 a proposed amendment to the Englewood Municipal Code of the City of Englewood, to read as follows:

Question No.

Shall THE ENGLEWOOD MUNICIPAL CODE of the City of Englewood, Colorado be amended by changing the Code to provide:

> In order to preserve property rights of the people of Englewood on their own use of private property, this ordinance will protect the right of parking vehicles on private property. No vehicle weight restrictions are to be applied to private property. All recreational vehicles (RV's, trailers, ATV's, boats, campers, camper shells, and any other vehicle that is defined as an "ORV" by Englewood Municipal Code) are allowed to be parked and stored on private property, with the location and placement at the discretion of the property owner. Business-labeled vehicles are allowed to be parked on private property. The City shall not limit the number of vehicles to two per household. Any surface on private property, permeable or non-permeable, except for grass, is an allowable surface

for parking and storage of a vehicle. Any existing laws in conflict with the wording of this ordinance shall be repealed.
This initiative will **ONLY** apply to private property and will not affect any codes relating to rights-of-way, streets or public areas.

_____ Yes _____ No

Section 3. Each elector voting at said election and desirous of voting shall indicate his/her choice by depressing the appropriate counter of the voting machine or by the appropriate marking upon paper ballots where used.

Section 4. The proper officials of the City of Englewood shall give notice of said next scheduled municipal election, such notice shall be published in the manner and for the length of time required by law, and the ballots cast at such election shall be canvassed and the result ascertained, determined, and certified as required by law.

Section 5. Only if the question is approved by the registered electors of the City of Englewood shall the Englewood Municipal Code be amended.

Section 6. If any section, paragraph, clause, or other portion of this Ordinance is for any reason held to be invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining portions of this Ordinance.

Introduced, read in full, and passed on first reading on the 15th day of August, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 19th day of August, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 17th day of August, 2011 for thirty (30) days.

ATTEST:

_____
James K. Woodward, Mayor

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 15th day of August, 2011.

_____
Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
August 15, 2011	11 a iii	EMS Provider Grant 2012

Initiated By:	Staff Source:
Fire Department	Michael Pattarozzi, Chief Steve Green, EMS Coordinator

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Staff continues to maximize City resources by seeking alternative funding for needed resources. Council approved a similar grant for replacement of an older ambulance through the same program in September, 2010.

RECOMMENDED ACTION

Staff seeks for Council approval of a bill for an ordinance accepting an EMTS Provider Grant awarded to the City of Englewood by the State of Colorado.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant program is intended to assist public and private organizations maintain, improve and expand the emergency medical and trauma services system in Colorado.

A minimum of a 50% cash match is required. Funds from the EMTS grant program may be used to improve emergency medical services by assisting with the funding of ambulances, communication, data collection, EMS equipment and EMS related education programs.

A grant was requested through the Fiscal Year 2012 EMTS Provider Grant Program. The request was approved by the State of Colorado for up to $72,000.00 (the maximum allowed by the program), to assist with the purchase of a medic apparatus (ambulance) to replace the 2001 McCoy/Miller E450, Unit #6491, medic apparatus, which is overdue for replacement according to the City's vehicle replacement schedule.

The cash match required of the city will come from the Capital Equipment Replacement Fund designated for the replacement of unit # 6491.

FINANCIAL IMPACT

The State grant requires a minimum of a 50% match. The City is required to fund the remainder of the cost of the equipment. The cost of the ambulance as specified in the grant request is about $175,500.00. The City's portion of that funding will be about $103,500. The funds are available in the Capital Equipment Replacement Fund.

LIST OF ATTACHMENTS

Memo from Pat White re: CERF Funding
Proposed Bill for an Ordinance

CITY OF ENGLEWOOD

DEPARTMENT OF PUBLIC WORKS
SERVICENTER

To: Englewood City Council

Through: Gary Sears, City Manager

Through: Rick Kahm, Director of Public Works ✓

From: Pat White, Servicenter Fleet Manager

Date: August 10, 2011

Subject: CERF Funding for EMS Grant

At this time funds are available for the projected 2012 replacements. Unit 6491 has met the minimum requirements for replacement in both years of service and hours of use. The budgeted amount for replacement of this unit is $121,550.00. The approval of the grant and the estimated CERF contribution of $103,500.00 will provide a savings of $18,050.00 for the fund.

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2011

COUNCIL BILL NO. 47
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF AN EMTS PROVIDER GRANT 2012 AWARDED BY THE STATE OF COLORADO TO THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant program is intended to assist public and private organizations maintain, improve and expand the emergency medical and trauma services system in Colorado; and

WHEREAS, the City of Englewood Fire Department sought and was awarded a grant from the State of Colorado to help fund the purchase of a medic apparatus (ambulance) to replace the 2001 McCoy/Miller E450, Unit #6491; and

WHEREAS, the 2001 unit is overdue for replacement in accordance with the City's vehicle replacement schedule; and

WHEREAS, The Colorado State Grant is a 50% match, not to exceed $72,000.00 with the City funding the remaining cost of approximately $103,500;

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 acceptance of the EMS Provider Grant 2012 and accompanying terms and conditions awarded by the State of Colorado to the City of Englewood for the purchase of a medic apparatus (ambulance), attached hereto as Exhibit A.

Introduced, read in full, and passed on first reading on the 15th day of August, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 19th day of August 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 17th day of August, 2011 for thirty (30) days.

ATTEST:

_____
James K. Woodward, Mayor

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 15th day of August, 2011.

_____

Loucrishia A. Ellis

EXHIBIT A

STATE OF COLORADO

John W. Hickenlooper, Governor
Christopher E. Urbina, MD, MPH
Executive Director and Chief Medical Officer

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S.
Denver, Colorado 80246-1530
Phone (303) 692-2000
Located in Glendale, Colorado

Laboratory Services Division
8100 Lowry Blvd.
Denver, Colorado 80230-6928
(303) 692-3090

http://www.cdphe.state.co.us

Colorado Department
of Public Health
and Environment

July 13, 2011

City of Englewood
1000 Englewood Parkway
Englewood CO 80110

Dear Steve Green:

Congratulations, your EMTS grant application is approved for funding, up to the maximum funding guideline for a Type III 2 wd, which is $72,000. Enclosed in this mailing please find:

- The fully executed purchase order or contract
- A copy of your grant application
- The Manage Grant Awards guide
- The FY 2012 Funding Guide

The fully executed purchase order or contract is your authorization to expend funds and complete your project. The deadline for completion is June 30, 2012. All goods and services must be purchased and delivered by this date. Please use the Manage Grant Awards guide to help ensure successful completion and cost reimbursement for your project. The guide outlines important deadlines for quarterly progress reporting, payment requests and completion of your project. You can also access this information at www.coems.info/grants.

Your application was reviewed by your Regional Emergency Medical and Trauma Advisory Council, the State Emergency Medical and Trauma Services Advisory Council and the department. The scoring process allows evaluators to provide feedback to applicants, and below are comments that were received from evaluators regarding your application.

Ambulance, Other Vehicle

- *This looks like a very valuable use of funds.*
- *Need appears to be justified with information given.*
- *Good justification for replacement of worn-out ambulance.*
- *Great proposal.*
- *The Ford calculation of hours to equal miles as my understanding is each hour equal 3 miles. At the same time, ambulance did not appear to have issues.*
- *Englewood Fire has a plan in place that seems to be working for extra coverage and does not have any data on missed calls.*

These comments are provided as additional information only. Some of the comments may actually reflect questions reviewers had prior to the grant hearings. If you attended the hearings, most likely these questions were answered there.

Thank you, and please contact me at jeanne.bakehouse@state.co.us with any questions.

Sincerely,

Jeanne-Marie Bakehouse
EMTS Provider Grants Program Manager
Health Facilities and Emergency Medical Services Division

PROPOSAL FORM

MEDTEC

Proposal Number: _____ Date: 02-11-2011

ATTN: STEVE GREEN

Department Name: CITY OF ENGLEWOOD

Address: 3615 SOUTH ELATI STREET

City, State, Zip: ENGLEWOOD CO 80110

The undersigned is prepared to manufacturer for you the vehicle(s) and equipment herein named for the following prices:

One (1) Medtec Model M-170 Ambulance Conversion(s) on a

2011 FORD F-650 CHASSIS Chassis per Medtec Proposal Number: _____

ONE 2011 MEDTEC MODEL M-170" AMBULANCE CONVERSION TO BE BUILT ON A 2011 FORD F-650 4X2 CHASSIS.

UNIT WILL BE A DUPLICATE TO THE AMBULANCE CURRENTLY UNDER CONTRACT WITH MEDTEC.

PRICE IS FOB IN ENGLEWOOD, COLORADO **$175,500.00**

PRICE INCLUDES ROAD SAFETY DATA RECORDER, LED LIGHTING, CHILD SAFETY SEAT.

Said vehicle and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failure to obtain chassis, materials or other causes beyond our control not preventing, within about **150 calendar days** after receipt of this order and acceptance thereof at our office in Goshen, Indiana, and to be picked up / delivered by you / to you by an authorized agent or employee at the Medtec Ambulance Facility / Department's Address located in Goshen, Indiana / Customer's City & State.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the vehicle.

The proposal for ambulance(s) conforms to all Federal Department of Transportation (DOT) rules and regulations in effect at the time of the bid, and with all Federal KKK-A-1822E specifications as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or KKK-A-1822 standards will be passed along to the customer as an addition to the price set forth above.

Unless accepted within 30 days from the bid date, the right is reserved to withdraw this proposition.

Medtec Ambulance Corporation

By: _____

SALES REPRESENTATIVE

CO DEPT OF PUBLIC HEALTH/ENV
4300 CHERRY CREEK DRIVE SO
DENVER CO 80246 1530

Buyer: SHARON HENDERSON
Phone Number: 303-692-2073
Agency Contact: MICHAEL SEIFFERTT
Phone Number: 303 692 2862

DATE: 07-05-11

IMPORTANT
The PO# and Line # must appear on all invoices, packing slips, cartons and correspondence

ACC: 07-01-11

PURCHASE ORDER
STATE OF COLORADO

P.O. # OE FMA EMS12000018 Page# 01

State Award #

BID #

FEIN 846000583 **Phone:** - -
Vendor Contact: STEVE GREEN 303-762-2476
Purchase Requisition #:

VENDOR
CITY OF ENGLEWOOD
1000 ENGLEWOOD PARKWAY
ENGLEWOOD CO 80110-2373

Invoice in Triplicate
To: CO PUBLIC HEALTH & ENVIRONMENT
EMERGENCY MED SVCS-HPDP-EMS-A2
4300 CHERRY CREEK DRIVE SO
DENVER CO 80246-1530

Payment will be made by this agency

Ship To: CO PUBLIC HEALTH & ENVIRONMENT
EMER MEDICAL SVC-HDPD-EMS-A2
4300 CHERRY CREEK DRIVE SOUTH
DENVER, CO 80246-1530

INSTRUCTIONS TO VENDOR:

1. If for any reason, delivery of this order is delayed beyond the delivery/installation date shown, please notify the agency contact named at the top left. (Right of cancellation is reserved in instances in which timely delivery is not made.)
2. All chemicals, equipment and materials must conform to the standards required by OSHA.
3. NOTE: Additional terms and conditions on reverse side.

Delivery/Installation Date: 06-30-12
F.O.B. DESTINATION STATE PAYS NO FREIGHT

SPECIAL INSTRUCTIONS:
GOODS ARE NOT TO BE DELIVERED, OR SERVICES PERFORMED PRIOR TO 7/01/2011

LINE ITEM	COMMODITY/ITEM CODE	UNIT OF MEASUREMENT	QUANTITY	UNIT COST	TOTAL ITEM COST
001	94812000000				$72,000.00

EMS FY12 GRANT - AMBULANCE
TERM: DATE OF PO - 06 30 2012. THIS AWARD IS MADE IN ACCORDANCE WITH THE VENDOR'S FISCAL YEAR 2012 GRANT APPLICATION WHICH IS INCORPORATED HEREIN AS ATTACHMENT A. THE REQUIREMENTS IN THE ATTESTATION SECTION OF THE APPLICATION ARE PRESENTLY REAFFIRMED. THE STATE MUST BE INVOICED WITHIN 30 DAYS AFTER THE ENDING DATE OF THIS PO. THE STATE WILL FUND COSTS FOR EACH GRANT CATEGORY UP TO THE AMOUNTS SHOWN ABOVE. SHOULD THE GRANTEE REALIZE SAVINGS, IT WILL BE SHARED PROPORTIONATELY BETWEEN GRANTEE AND STATE PER ATTACHMENT A.

DOCUMENT TOTAL = $72,000.00

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS
This PO is effective on the date signed by the authorized individual.
EPSPO FAA

FOR THE STATE OF COLORADO

Authorized Signature

Date 7/5/11

DP-01 (R-02/06)

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
August 15, 2011	11 b i	Ordinance Approving BP Wind Energy North America Inc. Easement on Byers Biosolids Farm

Initiated By:	Staff Source:
L/E WWTP Supervisory Committee	Stu Fonda, Utilities Director Jim Tallent, L/E WWTP Treatment Division Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council adopted Council Bill No. 36, as amended, on first reading at the July 18 City Council meeting. At that time, City Council requested additional information regarding the payment option being recommended.

RECOMMENDED ACTION

It is recommended that Council adopt Council Bill No. 36 on second reading, approving the grant of an easement to BP Wind Energy for transmission facilities on the Byers biosolids farm.

BP is developing renewable energy programs, in eastern Colorado, which require construction of electric transmission lines. The current alignment, crossing L/EWWTP biosolids farm property, is the most direct path to the nearest Xcel Energy substation near Deer Trail, Colorado. It is recommended to approve the negotiated easement agreement, by Ordinance, with BP.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Wind and transmission projects add many benefits to the local communities: payments from the transmission right-of-way agreements provide an additional revenue stream to participating landowners with minimal impact to existing farming and ranching operations. Construction of the transmission line will increase demand for local supplies and services, while creating new jobs. Additionally, the tax revenue contributed to the governmental agencies due to the construction of the generation and transmission facilities provides long-term benefits to the local communities.

In May 2010, L/EWWTP received a request for an easement from BP to construct a private, power transmission line (above ground) through the Byers biosolids farm. The easement would be 100 feet wide, for a 2-mile portion that would house approximately ten power transmission structures. Supervisory Committee reviewed the request, which was then referred to Hill and Robbins for review and recommendation.

The BP request package was forwarded to Hill and Robbins for review and recommendation. Copies of the documents were sent to the Littleton and Englewood City Attorneys for review of municipal issues, while Hill and Robbins reviewed operational and fee issues.

Hill and Robbins reviewed the initial agreement, indicating L/EWWTP's option is to negotiate the best deal possible and addressed the following questions from the Supervisory Committee:

- Initial payment - BP's initial offer of payment was $9,000 per mile, post construction. Pre-construction payment would be $1,000 per mile to hold the easement before construction. These would be one-time only payments. Final negotiated payment is $15,000/mile plus $2,500/tower constructed.
- Power of condemnation - BP can use condemnation for utility purposes.
- Confinement of easement - The easement will be confined to a certain strip of land at one end of the property, which must be restored, post construction, to its pre-construction condition acceptable to Littleton and Englewood.
- Farmer access – The existing dry land farming activities are specifically described in the draft agreement as a use that is compatible with the easement. The farmers do not think it will be difficult to work around the structures.
- Devaluation of adjacent property - Factored in as part of the consideration to be paid to the Cities.
- Non-exclusive - The easement should be exclusively for power transmission, not for eventual pipeline or cable, and that it should include a strong restoration condition requiring BP to restore any land disturbed by the construction of the power line back to original condition over a three-year period.
- Guarantee of structure removal upon termination of agreement – Verbiage added to provide either a removal bond or reimbursement for reasonable out-of-pocket costs of removal and restoration incurred by owner.
- Other restrictions - The voltage has also been restricted, and other communication lines are not allowed with the proposed agreement.

The currently negotiated easement agreement has been reviewed by Littleton and Englewood City Attorneys, and legal opinion is recommended to approve the agreement.

FINANCIAL IMPACT

Easement payments are offered as applicable annual pre-construction payments of $1,000 per mile or minimum $2,000/year plus either: 1) One-Time Payment or 2) Annual Payment. One-Time Payment option is estimated to range between $52,500 and $65,000, while the Annual Payment option would take between 15-18 years to realize the same amount.

Following final agreement development, an evaluation of payment options was completed and, although there may be potential for very long-term revenue benefits, the One-Time Payment option is recommended.

Addendum – August 4, 2011
Following First Reading Ordinance Approval on July 18, 2011, Mayor Woodward requested further financial analysis of the annual payment option. Englewood Finance Department was asked to prepare a present worth analysis of the option, based on an assumed One-Time Payment of $58,750.00 (midway of the estimated One-Time Payment range). This analysis is attached.

In addition, Finance and Administrative Services Director, Frank Gryglewicz was asked his recommendation based on the choices. It is his belief that while over the long-term, the present value of the payments does exceed the lump sum payment and solely based on that calculation, the best choice would be to take the lump-sum, but there are other risks to be considered, most importantly will BP be in existence over the long-term. In his opinion, he would take the lump sum and use it for immediate needs or invest it along

with other City funds, but if it is the belief that BP will be in existence and make its payments over the long-term, the payment option would be best.

LIST OF ATTACHMENTS

Email discussion re: fee payments
Payment Option Analysis
Excerpts of minutes from April 21, 2011 and May 19, 2011 Littleton/Englewood Wastewater Treatment Plant Supervisory Committee meetings
Excerpts of minutes from Littleton City Council meeting at which the easement in question was discussed
Council Bill No. 36

Gary Sears

From: Jim Woodward
Sent: Monday, August 01, 2011 10:47 AM
To: Dan Brotzman
Cc: Gary Sears; Mike Flaherty; Stu Fonda
Subject: RE: BP

Thanks, Dan. I have forwarded on to Doug Clark.

Jim

-----Original Message-----
From: Dan Brotzman
Sent: Monday, August 01, 2011 10:26 AM
To: Jim Woodward Home Account
Cc: Gary Sears; Mike Flaherty; Stu Fonda
Subject: FW: BP

-----Original Message-----
From: Mark Wagner
Sent: Monday, August 01, 2011 10:25 AM
To: Dan Brotzman
Cc: Suzanne Staiert
Subject: RE: BP

Dan--The annual payments called for in Fee Schedule portion of the draft agreement are to be made each year "for the term of this agreement". Section 5 of the draft agreement states that "the term of this Agreement shall be perpetual" unless terminated pursuant to the terms of the agreement. There is no 20 year limit on payments in the draft agreement.

Please let me know if you disagree.

Thanks.

--Mark

Mark J. Wagner
Hill & Robbins, P.C.
1441 18th Street, Suite 100
Denver, CO 80202
Telephone: 303-296-8100

This message may contain or attach confidential or privileged information. Any disclosure, use, or retention of this message and any attachments by unintended recipients is unauthorized.

-----Original Message-----
From: Dan Brotzman
Sent: Thursday, July 28, 2011 8:35 AM
To: Suzanne Staiert
Cc: Mark Wagner
Subject: FW: BP

-----Original Message-----
From: Jim Woodward
Sent: Thursday, July 28, 2011 8:08 AM
To: Gary Sears; Dan Brotzman; Stu Fonda
Cc: Sue Carlton-Smith; Nancy Fritz
Subject: FW: BP

Gary,

Would you please verify with the LEWWTP attorney's that the payment option on the BP easement is not limited to 20 years. Thanks.

Jim

From:
Sent: Thursday, July 28, 2011 8:05 AM
To: Jim Woodward
Subject: Re: BP

Jim,

I left you a voice mail message this morning.

5 council members are willing to (re)approve a contract with annual payments. However 2 of our guys said the annual payments were limited to 20 years, not forever. I don't remember the details, but you might want to check the terms of the contract. In any case I believe the votes are there on my council to change to annual terms if you guys decide that is the direction you want to go.

Doug Clark

On Thu, 28 Jul 2011 07:35:35 -0600 Jim Woodward wrote:
>
>Hi Doug,
>
>Did you have the opportunity to poll your council members on Tuesday
>evening regarding the question on the BP transmission lines payment?
>
>Thanks.

LEWWTP Payment Option Analysis			
Option 1: Lump Sum Payment	**$ 58,750.00**		
Option 2: Yearly Payments	see table below		
# of Yearly Payments	**Present Value of Future Yearly Payments**		
15	$ 32,768.97	$ 35,130.50	$ 37,750.15
20	40,126.91	43,844.75	48,089.23
50	63,944.78	76,370.05	92,928.34
Discount Rate Applied*	6.5%	5.5%	4.5%
Yearly option surpasses the lump sum option in year:	**40**	**31**	**26**
To calculate the Present Value of future payments, a Discount Rate needs to be applied.			
Three Discount Rate scenarios are presented for comparison.			
*Discount Rate Factors			
Annual Inflation Rate	2.5%	2.5%	2.5%
Annual Interest Rate	4.0%	3.0%	2.0%
Total Discount Rate	6.5%	5.5%	4.5%
Annual Inflation is from the BP proposal.			
Annual Interest is the potential rate the lump sum payment would be earning.			

Supervisory Committee Meeting 4/21/11

1. **Beneficial Use Program Update**

Jim Tallent reported that Littleton/Englewood Wastewater Treatment Plant had received a request for easement from BP Wind Energy (BP) in 2010 to construct a private power transmission line (above ground) through the L/E WWTP Byers farm. This transmission line will enable BP to transport power from prospective wind farm projects in Eastern Colorado to the Front Range power market. The request package was forwarded to Hill and Robbins for review and recommendation. The revised agreement has been forwarded to the City Attorneys for any comments or suggested revisions that they may have and incorporated into the final document. After an evaluation of payment options, staff recommends the one-time payment option.

Jim explained that BP's first offer was $9,000 a mile; right now it stands at $15,000 a mile, plus $2,500 per pole installed (which could range from $52,500 to $65,000) for a one-time payment. The annual payment option was for $1,500 a mile plus 2 ½ percent more each year, over the term of the agreement (15 to 18 years required to reach amount of one-time payment, or $3,000 to $4,000 a year for as long as system in place). The BP request is for an easement in lieu of condemnation. Dennis

Stowe confirmed there is a surrender clause in the proposed agreement. Charlie Blosten said that, in addition, Littleton asks for a performance bond for the life of any installation. A discussion ensued, and the Committee agreed that BP should be asked for a performance bond; they also agreed on the one-time payment option. Jim will ask Mark Wagner to request the performance bond of BP, or inquire how else they intend to guarantee equipment removal, should the project end.

ACTION TAKEN – Gary Sears moved that the Supervisory Committee approve the BP Wind Energy easement agreement for transmission facilities, with the one-time payment option and a guarantee of equipment removal. Charlie Blosten seconded the motion, and it was carried unanimously.

Supervisory Committee Meeting 5/19/11

1. **Beneficial Use Program Update**

Jim Tallent told the Committee that Mark Wagner had obtained agreement from BP Wind Energy pertaining to the language for enforcement of the tower removal provision in the easement agreement, as requested by the Supervisory Committee. The easement agreement will be presented to both City Councils, starting with Littleton's Council meeting on June 7. Jim will send a draft to Charlie Blosten, who will prepare the Ordinance for Littleton.

ACTION TAKEN – None.

8. Second and Final Reading on Ordinances and Public Hearings

b) Ordinance on second reading Approving BP Wind Energy North America Inc. Easement on Byers Biosolids Farm

8b

City Attorney Staiert read the ordinance by title.
Jim Tallent, L/EWWTP, Treatment Division Manager introduced the proposal from BP Wind Energy North America Inc. (BP) to develop a private transmission line through Kit Carson, Washington and Arapahoe Counties in eastern Colorado. This private transmission line will enable BP to transport power from their prospective wind farm projects in eastern Colorado to the Front Range power market. The Littleton/Englewood Wastewater Treatment Plant (L/EWWTP) Byers biosolids farm property is within BP's area of interest for transmission line development.

Mark Wengierski from BP answered questions asked by City Council.

Mayor Clark opened the public hearing and received no public comment.

Motion THAT THE PUBLIC HEARING BE CLOSED AND THE ORDINANCE APPROVING THE EASEMENT FROM BP WIND ENERGY NORTH AMERICA, INC. BE APPROVED WITH THE AMENDMENT TO LINE 26 DELETING "CONSERVATION" AND REPLACING WITH "TRANSMISSION" was moved by COUNCIL MEMBER CERNANEC and seconded by COUNCIL MEMBER STAHLMAN.

Ayes: MAYOR CLARK, MAYOR PRO TEM BRINKMAN, COUNCIL MEMBER CERNANEC, COUNCIL MEMBER COLE, COUNCIL MEMBER STAHLMAN and COUNCIL MEMBER TRUJILLO.

Nays: None.

Absent: COUNCIL MEMBER TAYLOR.

MOTION CARRIED: 6 to 0

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2011

COUNCIL BILL NO. 36
INTRODUCED BY COUNCIL
MEMBER OLSON

AN ORDINANCE APPROVING THE GRANT OF AN EASEMENT TO B P WIND ENERGY NORTH AMERICA INC. FOR TRANSMISSION FACILITIES ON THE BYERS BIOSOLIDS FARM.

WHEREAS, BP Wind Energy North America Inc. is proposing to develop a private transmission line through Kit Carson, Washington and Arapahoe Counties; and

WHEREAS, this will enable BP to transport power from their prospective wind farm projects in eastern Colorado to the Front Range power market; and

WHEREAS, the Littleton/Englewood Byers biosolids farm property is within BP's area of interest for transmission line development; and

WHEREAS, payments from the transmission Right-of-Way agreements provide an additional revenue stream to participating landowners with minimal impact to existing farming and ranching operations; and

WHEREAS, in May 2010 Littleton/Englewood Waste Water Treatment Plant received a request for an easement from BP to construct a private, power transmission line (above ground) through the Byers biosolids farm; and

WHEREAS, the easement would be 100 feet wide, and two miles in length and would house approximately ten power transmission structures;

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the "Grant of Easement and Easement Agreement for Transmission Facilities", between the BP Wind Energy North America Inc., City of Littleton and the City of Englewood, Colorado, as attached hereto as Exhibit A.

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

Introduced, read in full, amended and passed on first reading on the 18th day of July, 2011.

Published by Title as an amended Bill for an Ordinance in the City's official newspaper on the 22nd day of July, 2011.

Published as an amended Bill for an Ordinance on the City's official website beginning on the 20th day of July, 2011 for thirty (30) days.

Read by title and passed on final reading on the 15th day of August, 2011.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2011, on the 17th day of August, 2011.

Published by title on the City's official website beginning on the 19th day of August, 2011 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 2011.

Loucrishia A. Ellis

EXHIBIT A

For Recorder's Use Only

Recording Requested By and
When Recorded Return to:

Land Manager
BP Wind Energy North America Inc.
700 Louisiana, 33rd Floor
Houston, TX 77002
(713) 354-2130

GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR TRANSMISSION FACILITIES

This GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR TRANSMISSION FACILITIES (this "Agreement") is made, dated and effective as of _____, 2011 (the "Effective Date"), between **the City of Englewood and the City of Littleton, each to an undivided one-half interest** (Collectively "Grantor"), and **BP Wind Energy North America Inc., a Virginia corporation** ("Grantee"). Grantor is the sole owner of that certain property located in Arapahoe County, Colorado, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1. Grant of Transmission Easement. For good and valuable consideration, the legal sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants to Grantee and its successors and assigns, an exclusive easement ("Transmission Easement") on, along, over, under and across a portion of the Property one hundred (100) feet wide (such portion of the Property, the "Easement Area" as more particularly described in Exhibit B attached hereto and made part hereof). The Easement Area may be used by Grantee for the following purposes and no other: to erect, construct, reconstruct, replace, remove, maintain and use a single line of poles, with such wires and cables as from time to time are suspended therefrom for the transmission of electrical energy (not to exceed 345 kilovolts) and/or for communication purposes that are directly related to and dedicated solely for Grantee's operations, and all necessary and proper foundations, footings, guy wires, anchors, crossarms and other appliances, fixtures and facilities for use in connection with said towers, poles, wires and cables on, along, over, under and/or across the Easement Area. The Easement Area may exceed 100 feet in width by up to 50 feet to the extent reasonably necessary to provide for an airspace overhang of Transmission Facilities (as defined below) located on the Property to allow for blow-out of transmission wires. Said towers, poles, wires, cables, foundations, footings, guy wires, anchors, crossarms, appliances, fixtures, and facilities are herein collectively called the "Transmission Facilities."

2. Payment. In consideration of the rights granted hereunder, Grantee agrees to pay Grantor the amounts set forth in the Fee Schedule attached hereto ("Fee Schedule").

3. Construction Activities. During the construction of the Transmission Facilities, Grantee may use for construction purposes an additional fifty (50) feet of land in total on either or both sides of the Easement Area. Grantee will use commercially reasonable efforts to minimize

surface disturbance on the portion of the Property lying outside of the Easement Area during construction, as more particularly described in Section 14 of this Agreement. Grantee shall notify Grantor of the commencement and completion of construction on the Easement Area.

4. Access. Grantor also hereby grants to Grantee an access easement (the "Access Easement") over, across and along the Easement Area by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time for the purposes of (a) ingress to and egress from Transmission Facilities (whether located on the Property or elsewhere) and (b) entering onto the Easement Area at any time to conduct inspections, tests, geotechnical reviews, soil tests, environmental studies, wildlife and/or habitat studies, transmission studies, archeological assessments, land surveying, title examinations, site engineering, and such other activities as Grantee reasonably deems necessary or appropriate for determining whether the Easement Area is or remains suitable for Grantee's permitted purposes under this Agreement. Grantee shall consult with Landowner on the location of any such new roads and lanes prior to their construction. Grantee shall also have the right to maintain and improve any such roads and lanes; provided, however, that Grantee shall compensate Grantor for any damage caused thereby as provided in Section 14, below.

5. Term and Termination. Subject to the terms and conditions of this Agreement, the term of this Agreement shall be perpetual, commencing on the Effective Date, unless and until one of the following events occurs: (a) the Agreement is terminated by Grantee by written notice to Grantor, or (b) "Start of Construction" (as defined below) has not occurred by the date which is ten (10) years after the Effective Date, in which case this Agreement shall automatically terminate. As used in this Agreement, "Start of Construction" shall be deemed to have occurred upon the earlier of (i) the installation of any Transmission Facilities in the Easement Area or (ii) the installation of the first transmission pole or vertical structure on the transmission project of which the Easement Area will be a part. If construction of the Transmission Facilities on the Easement Area has not been completed within twelve (12) months after Start of Construction; or if after the date commercial quantities of electricity are first transmitted by Transmission Facilities located on the Easement Area, Grantee ceases to operate Transmission Facilities on the Easement Area for a period of twenty-four (24) consecutive months, then unless due to an event of force majeure, Grantor may elect to terminate this Agreement by written notice to Grantee.

6. Removal. Upon termination of this Agreement, Grantee shall (a) upon written request by Grantor, prepare and place of record in the official real property records of Arapahoe County, an instrument releasing all of Grantee's right, title and interest in and to the Property under this Agreement, and (b) as soon as practicable thereafter, remove all above-ground Transmission Facilities and transmission line poles down to a depth of four feet (4') from the Easement Area and restore the soil surface to a condition reasonably similar to its original condition. Within sixty (60) days of completion of construction of Transmission Facilities on the Property, Grantee shall provide security ("Removal Bond") to cover the estimated removal costs associated with the Transmission Facilities then on the Property pursuant to this section. The Removal Bond shall be, at Grantee's option, either a removal bond from an individual or entity engaged in the construction business and reasonably acceptable to the parties, a surety bond from an issuer with a Best's Rating of not less than A, a corporate guarantee (from a financially responsible entity that is reasonably acceptable to the parties and whose credit rating is investment grade), a letter of credit issued by a financial institution reasonably acceptable to the parties, a cash deposit, or

other security reasonably acceptable to both parties. The amount of the Removal Bond shall be the estimated cost of removing the Transmission Facilities, net of their estimated salvage value. In the event the county or other governmental authority requires Grantee to provide security for removal or decommissioning of the Project, Grantee shall provide a single Removal Bond that benefits both Grantor and the governmental authority in a manner consistent with the requirements of the governmental authority, and the governmental authority shall have access to the Property pursuant to reasonable notice to effect or complete the required removal or decommissioning. If Grantee fails to remove such Transmission Facilities within twenty-four (24) months of termination of this Agreement, or such longer period as Grantor may provide by extension, Grantor may do so, in which case Grantee shall reimburse Grantor for reasonable out-of-pocket costs of removal and restoration incurred by Grantor.

7. Character of Easements. This Agreement and the Transmission Easement and Access Easement shall run with the Property, whether or not this Agreement and/or the Transmission Easement and/or Access Easement are referenced or described in any conveyance, ground lease or other instrument granting rights in, to or under all or any portion of the Property. This Agreement and the Transmission Easement and Access Easement shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective transferees, successors and assigns and all persons claiming under them. Any sale or other transfer of the Property by Grantor shall be subject to this Agreement and the Transmission Easement and Access Easement. The Transmission Easement and Access Easement are irrevocable, and Grantor has no right to terminate this Agreement except as provided herein. Grantor further agrees with respect to the Transmission Easement and Access Easement that, except as provided in Section 5, above, (a) no act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination thereof except upon recordation by Grantee of a quitclaim deed or other release or termination instrument specifically terminating the Transmission Easement or Access Easement or conveying the Transmission Easement or Access Easement back to Grantor, or as otherwise may be declared by an order of a court having proper jurisdiction over this Agreement; (b) non-use of the entirety of the Transmission Easement, Access Easement and/or Easement Area shall not prevent the future use of the entire scope thereof in the event the same is needed; and (c) no use of or improvement to the Easement Area or any lands benefited by the Transmission Easement or Access Easement (within the scope of rights described in Section 1 and Section 4 of this Agreement), and no transfer of the Transmission Easement or Access Easement shall, separately or in the aggregate, constitute an overburdening of the Transmission Easement or Access Easement.

8. Assignment. Grantee may convey or assign this Agreement or its rights with respect to the Transmission Easement or Access Easement at any time, in whole or in part, to one or more assignees or subassignees, without the need for Grantor's consent. Grantee shall have the right to make a partial conveyance or assignment of the Transmission Easement or Access Easement resulting in two or more persons or entities having interests as tenants-in-common who shall have the right to jointly use any Transmission Facilities and/or roads on the Property for ingress to and egress from the Transmission Facilities. The assignor under any assignment hereunder shall be released from obligations and liabilities accruing after the date such obligations and liabilities are assumed by the assignee, to the extent assumed by the assignee. The assignee under any assignment of this Agreement shall assume the obligations and liabilities accruing hereunder from the date and to the extent such obligations and liabilities are assigned by the assignor. Grantee shall provide Grantor with the name, address and contact information for any assignees

or subassignees hereunder for notice purposes, as well as a copy of any recorded document evidencing such assignment.

9. Compliance with Laws. Grantee shall comply with all laws, regulations and rules governing the erection, construction, reconstruction, replacement, removal, maintenance and use of the Transmission Facilities. Grantor agrees to cooperate fully and promptly with Grantee, so long as such work is accomplished at no out-of-pocket cost to Grantor, and to join in all applications for permits, licenses and governmental approvals or requests for other instruments if necessary for purposes of the intended use or development of the Easement Area or the Property.

10. Maintenance; Costs. Grantee shall have the right to make all foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to the Transmission Facilities, and shall maintain and keep the Easement Area in good order, repair and condition, including but not limited to trimming, cutting and removing trees and underbrush anywhere on the Property as reasonably necessary if any limbs, branches or other parts are within or overhang the Easement Area. When Grantee performs such maintenance activities, Grantee shall remove all debris created (such as, but not limited to, tree limbs, underbrush, etc.) and dispose of such debris offsite. All costs and expenses incident to the erection, construction, reconstruction, replacement, removal, repair, maintenance and use of the Transmission Facilities, including the trimming and cutting of any trees and underbrush, shall be borne by Grantee.

11. Grantor's Right to Use the Easement Area. Notwithstanding the reservation of exclusivity in Section 1 of this Agreement, Grantor retains the right to use the Property, including the Easement Area, for all purposes not inconsistent with, and which will not interfere with, the rights granted to Grantee by this Agreement, including, without limitation, dry land farming on the Property. Specifically, but without limiting the generality of the foregoing, (i) Grantor shall not undertake or allow any digging, tunneling or other form of construction activity in the Property which would disturb or damage the Transmission Facilities, unearth, obstruct or interfere with the operation and use of the Transmission Facilities or endanger the lateral support to the Easement Area or Transmission Facilities, and (ii) Grantor shall not grant other persons easement rights in the Property if such easement rights shall in any way interfere with the easement rights granted Grantee under this Agreement. The parties agree that dry land farming practices employed on the Property as of the Effective Date are consistent with, and shall not interfere with, Grantee's rights under this Agreement.

12. Indemnity. Grantee shall, at all times, save and hold harmless and indemnify Grantor, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions for personal injuries and property damage outside the Easement Area, to the extent caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors and employees.

13. Quiet Enjoyment. Grantor represents and warrants to Grantee that Grantor has good title to the Property and the Easement Area and warrants title to and quiet enjoyment of the Transmission Easement, Access Easement and the Easement Area by Grantee and Grantee and Grantee's members, managers, agents, licensees, contractors, subcontractors, lessees, sublessees, mortgagees, successors, and assigns against the lawful claims and demands of all persons whomsoever. Grantor shall cooperate with Grantee, at Grantee's sole expense, to obtain a non-

disturbance agreement or other appropriate agreement from any party that holds a lien, easement, lease, mortgage, deeds of trust, mineral or oil and gas right, option to purchase or lease, or any other encumbrance or exception to Grantor's fee title ownership of the Property, recorded or unrecorded (collectively, "Liens"). A non-disturbance or other agreement is an agreement between Grantee and Grantee's successor and assigns and a holder of a Lien which provides that the holder of the Lien subordinates its rights under the Lien and shall not disturb or interfere with any of the rights or benefits granted under this Agreement or terminate or extinguish this Agreement. Grantor agrees to satisfy and pay when due all obligations under any Lien affecting the Property including any taxes and assessments. If Grantor fails to satisfy and pay when due all obligations under any Lien, Grantee shall be entitled (but not obligated) to make payments in fulfillment of Grantor's obligations to the holder of the Lien and may offset the amount of such payments from amounts due Grantor under this Agreement or seek reimbursement from Grantor, which amounts Grantor agrees to promptly pay upon written demand.

14. Surface Damage. In the event that Grantor suffers damage to crops, grass, soil, fences, trees, and other property or improvements on the Property as a result of Grantee's construction, reconstruction, replacement, removal, maintenance, operation and use of the Transmission Facilities, Grantee shall pay Grantor fair compensation for any such losses or damage caused by Grantee, and, if the parties cannot reach agreement as to the amount which would constitute fair compensation, either party may pursue all remedies available to such party at law. Should a growing crop be damaged or destroyed by Grantee, "fair compensation" for purposes hereof shall be calculated in accordance with the rate of the average production per acre in the general area as determined by the local NRCS Office, multiplied by the current market price. Should a tree be damaged or destroyed by Grantee, "fair compensation" for purposes hereof shall be calculated in consultation with Colorado State University's Agricultural Experiment Station and Cooperative Extension Service. Grantee will take reasonable care when removing top soil, to separate said top soil from the subsoil, and to restore said top soil to the surface to the satisfaction of Grantor, so as to, as nearly as is commercially practicable, restore the land to its original state after both construction on the Property and operations on the Easement Area have been completed, and shall use commercially reasonable efforts to remediate any soil settling identified by Grantor for a period of three (3) years after completion of construction of Transmission Facilities on the Property. Other than as expressly set forth herein, Grantee shall not be responsible to pay Grantor any losses of income, rent, business opportunities, profits or other losses arising out of Grantor's inability to grow crops or otherwise use the Easement Area.

15. Financing.

15.1 Grantee may collaterally assign, mortgage or otherwise encumber its interest in this Agreement to a Financing Party (as hereinafter defined) under a Mortgage (as hereinafter defined). The term "Financing Party" means any institution (including any trustee or agent of behalf of such institution) providing debt or other financing to Grantee or its successors or assigns. The term "Mortgage" shall mean any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party. Each Financing Party who provides notice to Grantor of its Mortgage shall be referred to as "Mortgagee." In the event any such Mortgage is granted, the Mortgagee thereunder shall, for so long as its Mortgage remains in effect, be entitled to the protections described in the following provisions of this

Section 15, upon delivery to Grantor of written notice of its name and address.

15.2 So long as any Mortgage remains in effect, this Agreement shall not be modified, and Grantor shall not accept a surrender of the Property or a termination or release of this Agreement prior to the expiration of the term hereof, without the prior consent of all Mortgagees.

15.3 Grantor, upon providing Grantee any notice of (i) default under this Agreement or (ii) termination of this Agreement, shall at the same time provide a copy of such notice to each Mortgagee. Such Mortgagee shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. The Mortgagee shall have the absolute right to do any act or thing required to be performed by Grantee under this Agreement, and any such act or thing performed by a Mortgagee shall be as effective as if done by Grantee itself. Following acquisition of Grantee's easement interest hereunder by the Mortgagee or its assignee or designee as a result of foreclosure of Grantee's easement interest or assignment of Grantee's easement interest in lieu of foreclosure, or by a purchaser of Grantee's easement interest at a foreclosure sale, this Agreement shall continue in full force and effect and the Mortgagee or other party acquiring title to the easement estate shall, as promptly as reasonably possible, commence the cure of any defaults hereunder and thereafter diligently process such cure to completion; provided, however, the Mortgagee or other party acquiring title to the easement estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-curable Defaults"). Non-curable Defaults shall be deemed waived by Grantor as to any party acquiring title to the easement estate upon completion of foreclosure proceedings or acquisition of Grantee's interest in this Agreement by such party. Upon the subsequent sale or other transfer by the Mortgagee or other acquiring party of the easement interests acquired pursuant to foreclosure or assignment in lieu of foreclosure, the Mortgagee or other acquiring party shall have no further duties or obligations hereunder arising after the effective date of such subsequent sale or other transfer. Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Agreement.

15.4 Grantor shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default then exists under this Agreement to Grantor's knowledge, if such be the case) and/or consents to assignment and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

15.5 Without limiting any other provisions of this Agreement, including Section 19, in the event Grantor wishes to terminate this Agreement as a result of any default by Grantee hereunder after expiration of any applicable period of notice and cure, Grantor shall give prompt notice to the Mortgagees, and shall not terminate this Agreement unless and until it has complied with this Section and Mortgagees have elected not to respond to Grantor's notice within the period hereinafter described. Grantor shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this

Agreement by reason of default by Grantee, and shall be for a perpetual term (subject only to any termination rights expressly set forth in this Agreement) and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Mortgagee shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement.

16. Notices. All notices, requests and communications (each, a "Notice") under this Agreement shall be given in writing, by (i) personal delivery (confirmed by the courier delivery service), or (ii) first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to Grantor:

City of Englewood / City of Littleton
c/o Littleton/Englewood Waste Water Treatment Plant
Attn: Operations Manager
2900 South Platte River Drive
Denver, Colorado 80110-1460 Facsimile: _____

(b) If to Grantee:

BP Wind Energy North America Inc.
700 Louisiana, 33rd Floor
Houston, TX 77002
Attention: Land Manager
Facsimile: (713) 354-2120

(c) If to Mortgagee:

At the address indicated in Mortgagee's notice sent to Grantor under Section 15.1 hereof.

Except as expressly provided herein, any Notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date that it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

17. Legal Matters.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, excluding the choice of law provisions thereof.

(b) The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this

Agreement. No waiver by a party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit or otherwise affect the scope, meaning or intent hereof. The term "hereof" or "herein" means the entirety of this Agreement unless otherwise indicated.

18. Integration; Amendment. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the parties hereto.

19. Default; Remedies. If any party should fail to perform any of its obligations under this Agreement within thirty (30) days after the other party has given such party written notice of such failure (or such longer period if the failure cannot be cured within thirty (30) days but the defaulting party commences such cure within thirty (30) days and thereafter diligently prosecutes such cure to completion), including failure to make any payments due hereunder, then the non-defaulting party shall have the right, at its option and without further notice, but subject to the limitations set forth in the last sentence of this section, to exercise, in addition to any remedies expressly set forth in this Agreement, any and all remedies available in law or in equity, and any court enforcing the rights and duties granted in this Agreement shall have the power (insofar as that power may be granted by contract) to issue restraining orders or injunctions as necessary to enforce the provisions of this Agreement. Notwithstanding the foregoing or any rights at law or equity, neither this Agreement nor the rights of Grantee granted hereunder shall be terminated under any circumstances.

20. Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The parties acknowledge and agree that the provisions of this Section and Section 22 shall survive the execution and recording of this Agreement, and the Grantee may seek specific performance of said Sections, together with such other legal and equitable remedies as may be provided by law.

21. Inaccuracy of Legal Description or Ownership. In the event of any inaccuracy in the description of the Property or Easement Area in Exhibit A or Exhibit B, respectively, or in the description of the parties in whom title to the Property is vested, Grantor and Grantee shall amend this Agreement to correct such inaccuracy in order to accomplish the intent of Grantor and Grantee.

22. Recording. Grantor and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the official real property records of Arapahoe County.

23. Severability. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

24. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

[*signature pages follow*]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

"GRANTOR"

City of Englewood

By: _____

Name: James K. Woodward, Mayor

Date: _____

STATE OF Colorado)
) ss
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this _____ day of_____, 2011, by James K. Woodward as Mayor of the City of Englewood, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on his own behalf.

Witness my hand and official seal.

_____

Notary Public for the State of _____

My commission expires: _____

Commission No. _____

[SEAL]

"GRANTOR"

City of Littleton

By: _____

Name: Doug Clark

Date: June 30, 2011

APPROVED AS TO FORM

By: _____

Littleton City Attorney

Date

STATE OF Colorado)
) ss
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 30th day of June, 2011, by Doug Clark as Mayor of the City of Littleton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on his own behalf.

Witness my hand and official seal.

Notary Public for the State of Colorado

My commission expires: July 2, 2013

Commission No. _____

[SEAL]

LUCY M. LUCERO
NOTARY PUBLIC
STATE OF COLORADO

"GRANTEE"

BP Wind Energy North America Inc.

By: _____

Title: _____

Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

On _____, 2011, before me, _____ Notary Public, personally appeared _____, the _____ of BP WIND ENERGY NORTH AMERICA INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:_____

Exhibit A

THE PROPERTY

The Premises is all of the following tracts or parcels of land, situated in Arapahoe County, State of Colorado, more particularly described as follows:

Section 17, Township 4 South, Range 57 West of the 6th P.M., EXCEPT the West 40 feet and the South 40 feet thereof as described in Quit Claim Deed recorded September 8, 1948, in Book 618, Page 128,
County of Arapahoe,
State of Colorado.

ALL OF SECTION 18, EXCEPT THE EAST 40 FEET;
THE NORTH ONE-HALF OF SECTION 19, EXCEPT THE EAST 40 FEET;
THE NORTH ONE-HALF, EXCEPT THE WEST 40 FEET;
THE SOUTHWEST QUARTER, EXCEPT THE WEST 40 FEET;
AND THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 20;
ALL IN TOWNSHIP 4 SOUTH, RANGE 57 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO. ===

In the event of inaccuracies in the foregoing legal description, Grantee and Grantor shall modify this Exhibit "A" to correct the inaccuracies.

Tax Reference

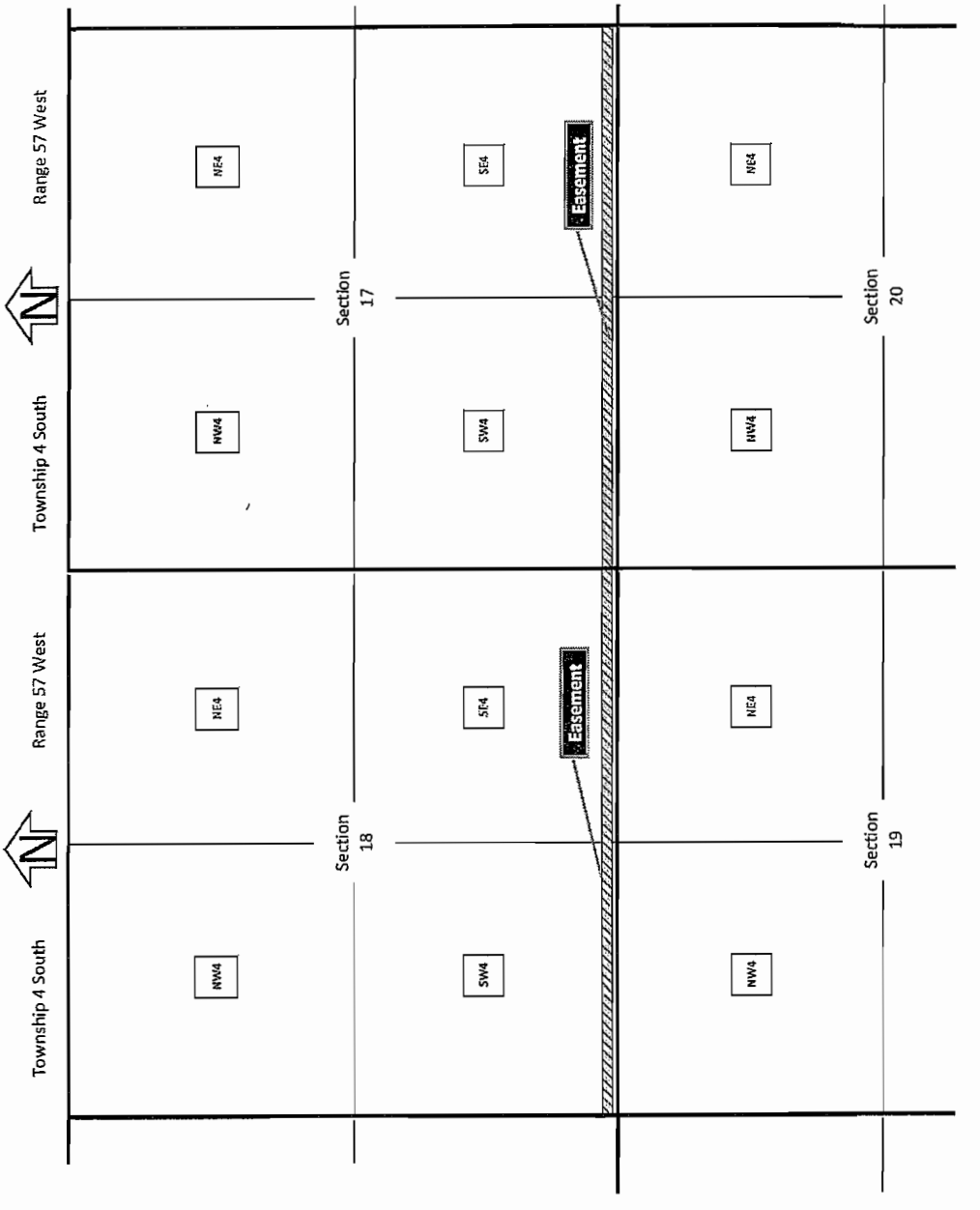
Parcel 1993-00-0-00-024	S17-T04S-R57W	(599.49 acres, more / less)
Parcel 1993-00-0-00-004	S18-T04S-R57W-	(308.72 acres, more / less)
Parcel 1993-00-0-00-006	S18-T04S-R57W-	(305.43 acres, more / less)

Exhibit B

EASEMENT AREA

A 100 foot wide tract of land generally described as:

The North 100 feet of the South 130 feet of Sections 17 and 18, Township 4 South, Range 57 West of the 6th PM; County of Arapahoe, State of Colorado.



FOR ILLUSTRATION ONLY - NOT TO SCALE

Note: This sketch is meant to depict the legal description of the easement. It does not represent a monumented land survey.

FEE SCHEDULE

1. Annual Pre-Construction Payments. Within thirty (30) days after the Effective Date, and within thirty (30) days after each anniversary of the Effective Date occurring prior to payment being made under Section 2 below and prior to termination of this Agreement, Grantee shall pay Grantor the sum of One Thousand Dollars ($1,000.00) per mile of the Property included in the Easement Area, with a minimum payment of $2,000.00 per year.

2. After Commencement of Construction. After commencement of construction of Transmission Facilities on the Easement Area, Grantee shall pay Owner the following:

Owner to *Select Payment Option:*

One-Time Payment:

(Check Here ✓*)* *(Initial Here* ____ Within thirty (30) days after the commencement of construction of Transmission Facilities on the Easement Area, as determined by Grantee, in its sole discretion, Grantee shall pay Grantor the sum of Fifteen Thousand Dollars ($15,000.00) per mile of the actual length of the Transmission Facilities in the Easement Area, and Grantor shall not be obligated to reimburse Grantee, and Grantee shall not offset, any payments previously made pursuant to Section 1 above. In the event Grantee installs transmission poles within the Easement Area, then together with such payment, Grantee shall also pay Grantor Two Thousand Five Hundred Dollars ($2,500.00) for each transmission pole that Grantee installs in the Easement Area.

OR

Annual Payments:

(Check Here ___*)* *(Initial Here* ___*)* Within thirty (30) days after commencement of construction of Transmission Facilities on the Easement Area, and thereafter within 30 days of each anniversary of the commencement of construction for the term of this Agreement, but not later than the termination of this Agreement, Grantee shall pay Grantor the sum of One Thousand Five Hundred Dollars ($1,500) per mile of the actual length of the Transmission Facilities in the Easement Area, such amount to be adjusted for inflation at a rate of 2.5% per year over the term of this Agreement. If the base of the transmission line poles are not located on Grantor's Property, but rather a portion of the Transmission Facilities such as a horizontal cross arm or wire hangs in the airspace above Grantor's Property ("Airspace Transmission Facilities"), then the payment is Three Hundred Dollars ($300) per mile of the actual length of the Airspace Transmission Facilities in the Easement Area.

Attachment 1
BP Wind Energy Easement Payment Detail Summary

Based on final Agreement language, the following is an estimation of easement payment options (in addition to any described pre-construction payments):

One-Time Payment:
Within thirty (30) days after the commencement of construction of Transmission Facilities on the Easement Area, as determined by Grantee, in its sole discretion, Grantee shall pay Grantor the sum of Fifteen Thousand Dollars ($15,000.00) per mile of the actual length of the Transmission Facilities in the Easement Area, and Grantor shall not be obligated to reimburse Grantee, and Grantee shall not offset, any payments previously made pursuant to Section 1 above. In the event Grantee installs transmission poles within the Easement Area, then together with such payment, Grantee shall also pay Grantor Two Thousand Five Hundred Dollars ($2,500.00) for each transmission pole that Grantee installs in the Easement Area.

$15,000 x 2 miles = $30,000
$2,500/pole x 14 poles (800 ft spacing) = $35,000 + $30,000 = **$65,000**
$2,500/pole x 9 poles (1,200 ft spacing) = $22,500 + $30,000 = **$52,500**

Annual Payments:
Within thirty (30) days after commencement of construction of Transmission Facilities on the Easement Area, and thereafter within 30 days of each anniversary of the commencement of construction for the term of this Agreement, but not later than the termination of this Agreement, Grantee shall pay Grantor the sum of One Thousand Five Hundred Dollars ($1,500) per mile of the actual length of the Transmission Facilities in the Easement Area, such amount to be adjusted for inflation at a rate of 2.5% per year over the term of this Agreement. If the base of the transmission line poles are not located on Grantor's Property, but rather a portion of the Transmission Facilities such as a horizontal cross arm or wire hangs in the airspace above Grantor's Property ("Airspace Transmission Facilities"), then the payment is Three Hundred Dollars ($300) per mile of the actual length of the Airspace Transmission Facilities in the Easement Area.

Year	Annual Payment	Total
1	$3,000	
2	$3,075	
3	$3,152	
4	$3,231	
5	$3,311	
6	$3,394	
7	$3,479	
8	$3,566	
9	$3,655	
10	$3,747	$33,610
11	$3,840	
12	$3,936	
13	$4,035	
14	$4,136	
15	$4,239	**$53,796**
16	$4,345	
17	$4,454	
18	$4,565	**$67,159**
19	$4,679	
20	$4,796	$76,634
21	$4,916	
22	$5,039	
23	$5,165	
24	$5,294	
25	$5,426	$102,473

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2011

COUNCIL BILL NO. 39
INTRODUCED BY COUNCIL
MEMBER GILLIT

AN ORDINANCE APPROVING AMENDMENT 1, TO THE PLANNED UNIT DEVELOPMENT FOR THE SHOPS AT HAMPDEN AND LOGAN TO ALLOW A DRIVE THRU AUTOMATIC TELLER MACHINE (ATM).

WHEREAS, the Englewood City Council approved the Shops at Hampden and Logan Planned Unit Development with the passage of Ordinance No. 44, Series of 2002; and

WHEREAS, CKE Engineering, Inc. filed an application for an amendment to the Shops at Hampden and Logan PUD; and

WHEREAS, the proposed amendment would change the Permitted Principal Uses to allow a drive thru automatic teller machine (ATM); and

WHEREAS, the Englewood Planning and Zoning Commission held a Public Hearing on June 21, 2011 and recommends Englewood City Council approve Amendment No. 1;

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

Section 1. The Englewood City Council finds that all required documents, drawings, referrals, recommendations and approvals have been received.

Section 2. The Englewood City Council finds that the P.U.D. site plan is consistent with adopted and generally accepted standards of development within the City.

Section 3. The P.U.D. site plan is substantially consistent with the goals, objectives and policies and/or any other ordinance, law or requirement of the City.

Section 4. The City Council of the City of Englewood, Colorado hereby approves the Amendment No. 1 to the Shops at Hampden and Logan Planned Unit Development; attached hereto as Exhibit A.

Section 5. The Amendment will change the Permitted Principal Uses to allow a drive thru automatic teller machine (ATM).

Introduced, read in full, and passed on first reading on the 18th day of July, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 22nd day of July, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of July, 2011 for thirty (30) days.

A Public Hearing was held on August 1, 2011.

Read by title and passed on final reading on the 15th day of August, 2011.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2011, on the 19th day of August, 2011.

Published by title on the City's official website beginning on the 17th day of August, 2011 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 2011.

Loucrishia A. Ellis

THE SHOPS AT HAMPDEN AND LOGAN PUD-1ST AMENDMENT

201 E. JEFFERSON AVE.
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE
STATE OF COLORADO
SHEET 1 OF 4

EXHIBIT A

BACKGROUND

THIS AMENDMENT TO THE SHOPS AT HAMPDEN AT LOGAN PUD IS TO ADD A DRIVE THRU AUTOMATIC TELLER MACHINE (ATM) TO THE LIST OF PERMITTED PUD DISTRICT PLAN REGULATIONS PRINCIPLE USES.
THE AUTOMATIC TELLER MACHINE WILL NOT HAVE ANY IMPACT ON THE EXISTING GRADING, DRAINAGE OR AREA OF LANDSCAPING ON-SITE.

CONSTRUCTION SCHEDULE

CONSTRUCTION OF PROPOSED IMPROVEMENTS SHALL TAKE APROXIMATELY 4-6 WEEKS.

PUD DISTRICT PLAN REGULATIONS

A. GENERAL REGULATIONS:
UNLESS OTHERWISE PROVIDED FOR IN THIS PUD OR AND AMENDMENT THERETO ALL PROVISIONS, STANDARDS, REGULATIONS AND PROCEDURES PERTINENT TO AN APPLICATION FOR THE DEVELOPMENT OF LAND WITHIN THIS PUD ZONE DISTRICT SHALL COMPLY WITH THE REQUIREMENTS OF THE MU-B-1 ZONE DISTRICT IN PLACE AT THE TIME SUCH APPLICATION IS RECEIVED.

B. PERMITTED PRINCIPAL USES.
98. DRIVE THRU AUTOMATIC TELLER MACHINE (ATM).

C. ACCESSORY USES.
CHANGE.

LOPMENT STANDARDS.
4. SIGNAGE
A MAXIMUM TOTAL OF TEN (10) SIGNS SHALL BE PERMITTED FOR THE PUD, INCLUDING THOSE SIGNS MOUNTED ON THE GROCERY STORE, THOSE MOUNTED ON THE FUELING FACILITY, THOSE MOUNTED ON THE ATM KIOSK, AND THE FREESTANDING SIGNS. THE TOTAL AREA OF ALL SIGNS COMBINED SHALL NOT EXCEED 440 SQUARE FEET.

LEGAL DESCRIPTION

LOTS 12 THRU 39, INCLUSIVE, TOGETHER WITH ALL OF THE VACATED ALLEY LYING BETWEEN AND ADJOINING SAID LOTS 12 THRU 39, BLOCK 3, BIRCH'S ADDITION TO SOUTH BROADWAY HEIGHTS BEING THE SECOND FILING; EXCEPT THAT PORTION OF LOTS 22 THROUGH 28 AND THE VACATED ALLEY AND STREET RECORDED IN BOOK 4112 AT PAGE BETWEEN THE WEST LINE OF LOT 25, BLOCK 3, BIRCH'S ADDITION TO SOUTH BROADWAY HEIGHTS, BEING THE SECOND FILING (SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF SOUTH SHERMAN STREET) EXTENDED SOUTHERLY AND THE EAST LINE OF LOT 28, BLOCK 4, BIRCH'S ADDITION TO SOUTH BROADWAY HEIGHTS, BEING THE SECOND FILING, EXTENDED SOUTHERLY EXCEPT THAT PORTION CONVEYED IN BOOK 4112 AT PAGE 475 OF LOTS 22 THROUGH 28 AND THE VACATED ALLEY AND STREET, BLOCK 3, BIRCH'S ADDITION TO SOUTH BROADWAY HEIGHTS, BEING THE SECOND FILING, ARAPAHOE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 22 WHICH LIES 15 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22; THENCE EAST 58 FEET PARALLEL TO THE SOUTH LINE OF LOT 22; THENCE SOUTH 35 FEET PARALLEL TO THE WEST LINE OF LOTS 22 AND 23; THENCE EAST 170 FEET, PARALLEL TO THE SOUTH LINE OF LOTS 23 AND 28; THENCE NORTH 20 FEET, PARALLEL TO THE EAST LINE OF LOT 28 TO A POINT ON THE NORTH LINE OF LOT 28; THENCE EAST ALONG THE NORTH LINE OF LOT 28 A DISTANCE OF 18 FEET TO A POINT; THENCE ON A DEFLECTION ANGLE OF 80 DEGREES TO THE RIGHT A DISTANCE OF 44 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 31.85 FEET, SAID CURVE HAS A CENTRAL ANGLE OF 41 DEGREES 28 MINUTES 17 SECONDS AND A RADIUS OF 44.00 FEET, THE LONG CHORD OF SAID CURVE BEARS SOUTHERLY ON A DEFLECTION ANGLE OF 40 DEGREES 02 MINUTES 48 SECONDS TO THE RIGHT FROM THE PRECEDING COURSE A DISTANCE OF 31.16 FEET TO A POINT ON A NON-TANGENT LINE; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 34 DEGREES 57 MINUTES 12 SECONDS A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 285, WHICH LIES 15 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS 25 AND 26 WHICH IS ALSO THE SOUTH LINE OF THAT PORTION OF JEFFERSON AVENUE VACATED IN BOOK 789 AT PAGE 356; THENCE WESTERLY ON A DEFLECTION ANGLE OF 45 DEGREES TO THE RIGHT AND ALONG THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 285 A DISTANCE OF 240.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH SHERMAN STREET; 105.00 FEET ALONG SAID EAST LINE AND THE WEST LINE OF LOTS 22 THROUGH 25, TO THE POINT OF BEGINNING, INCLUDED IN THIS PARCEL ARE THE APPLICABLE PORTIONS OF THE 16 FOOT WIDE ALLEY, THE 15 FOOT SIDE STREET VACATED IN BOOK 789 AT PAGE 356 AND VACATED GRANT STREET.

ALL IN THE COUNTY OF ARAPAHOE. STATE OF COLORADO.

AND

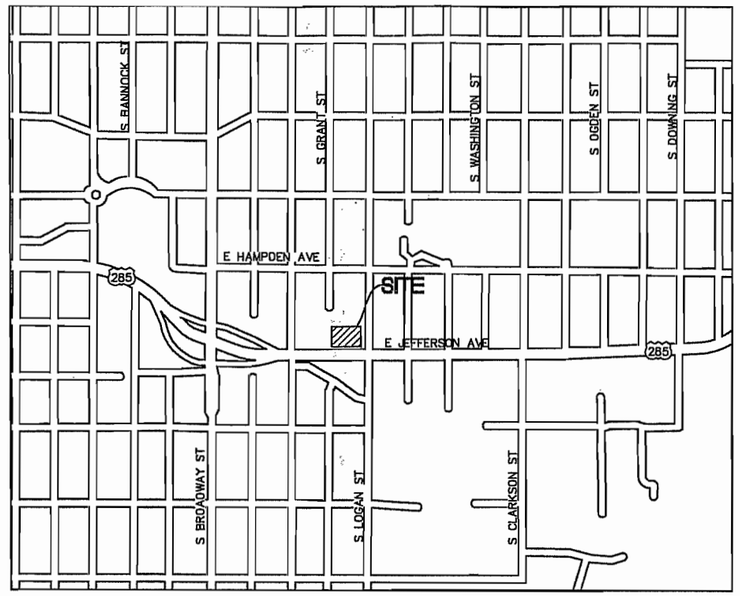
THE PORTION OF VACATED SOUTH GRANT STREET FROM THE EXTENDED NORTH LOT LINE OF LOT 39, BLOCK 3, BIRCH'S ADDITION TO SOUTH BROADWAY HEIGHTS, BEING THE SECOND FILING EXTENDED EASTERLY TO THE NORTHWEST CORNER OF LOT 12, BLOCK 4, BIRCH'S ADDITION SOUTH BROADWAY HEIGHTS, SECOND FILING, TO THE NORTH LINE OF VACATED EAST JEFFERSON AVENUE.

12 THRU 39 INCLUSIVE.
HER WITH ALL OF THE VACATED ALLEY LYING BETWEEN THE EXTENDED NORTH LINE OF LOT 12 EXTENDED EASTERLY TO ORTHWEST CORNER OF LOT 39 AND THE NORTH RIGHT OF WAY LINE OF VACATED EAST JEFFERSON AVENUE, BLOCK 4, 'S ADDITION TO SOUTH BROADWAY HEIGHTS BEING THE SECOND FILING.

EXCEPT THAT PORTION OF LOTS 26 THRU 29 AND VACATED EAST JEFFERSON AVENUE AS MORE PARTICULARLY DESCRIBED IN INSTRUMENT RECORDED MAY 19, 1959 IN BOOK 1128 AT PAGE 116 IN THE CLERK AND RECORDER'S OFFICE OF THE COUNTY OF ARAPAHOE.

EXCEPT THE EAST 7 FEET OF LOTS 28 THRU 39.

COUNTY OF ARAPAHOE. STATE OF COLORADO



VICINITY MAP
N.T.S.

PUD DEVELOPMENT SUMMARY

LAND USE DATA

	EXISTING		PROPOSED	
	S.F.	% OF AREA	S.F.	% OF AREA
TOTAL AREA INCLUDED IN PUD	188,939	100.0%	188,939	100.0%
SAFEWAY STORE FOOTPRINT	46,953		46,953	
FUELING FACILITY CANOPY FOOTPRINT	4,778		4,778	
ATM KIOSK CANOPY FOOTPRINT	N/A		38	
TOTAL BUILDING AREA	51,731	27.4%	51,789	27.4%
DRIVES AND PARKING AREAS	128,234	67.9%	128,198	67.9%
ON-SITE LANDSCAPED AREA	11,233	6.0%	11,233	6.0%
MAX ALLOCABLE ROW LANDSCAPING AREA	14,170		14,170	
TOTAL EFFECTIVE LANDSCAPED AREA	25,403	13.4%	25,403	13.4%

SHEET INDEX

PUD1 COVER SHEET
PUD2 PUD MAP EXISTING CONDITIONS
PUD3 PUD MAP AMENDED CONDITIONS
PUD4 ATM KIOSK ELEVATIONS

OWNER

SAFEWAY STORES 45, INC.
1371 OAKLAND BLVD. #200
WALNUT CREEK, CA 94596
PH. (303) 843-7561
MR. DAN CLAYTON

ENGINEER

CKE ENGINEERING, INC.
14257 W. EVANS CIRCLE
LAKEWOOD, CO 80228
PH: (303) 917-1757
FAX: (303) 980-5962
MR. JOE COCO

APPLICANT

KEY BANK
3300 E. FIRST AVENUE
DENVER, CO 80206
PH. (303) 945-6076
MR. MARK PHILLIPS

SIGNATURE BLOCK:

PROPERTY OWNER:

_____ _____
DATE

STATE OF COLORADO }
COUNTY OF ARAPAHOE } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D. 20___ BY _____

AS _____ OF _____

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

_____
ADDRESS

APPROVED FOR THE CITY OF ENGLEWOOD:

_____ _____
PLANNING AND ZONING COMMISSION CHAIRPERSON DATE

_____ _____
PLANNING AND ZONING COMMISSION RECORDING SECRETARY DATE

_____ _____
MAYOR OF ENGLEWOOD DATE

ATTESTED

THE FOREGOING APPROVAL WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D. 20___

BY _____ AND _____

_____
CITY CLERK

CLERK AND RECORDER

THIS PLANNED UNIT DEVELOPMENT IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ARAPAHOE COUNTY,

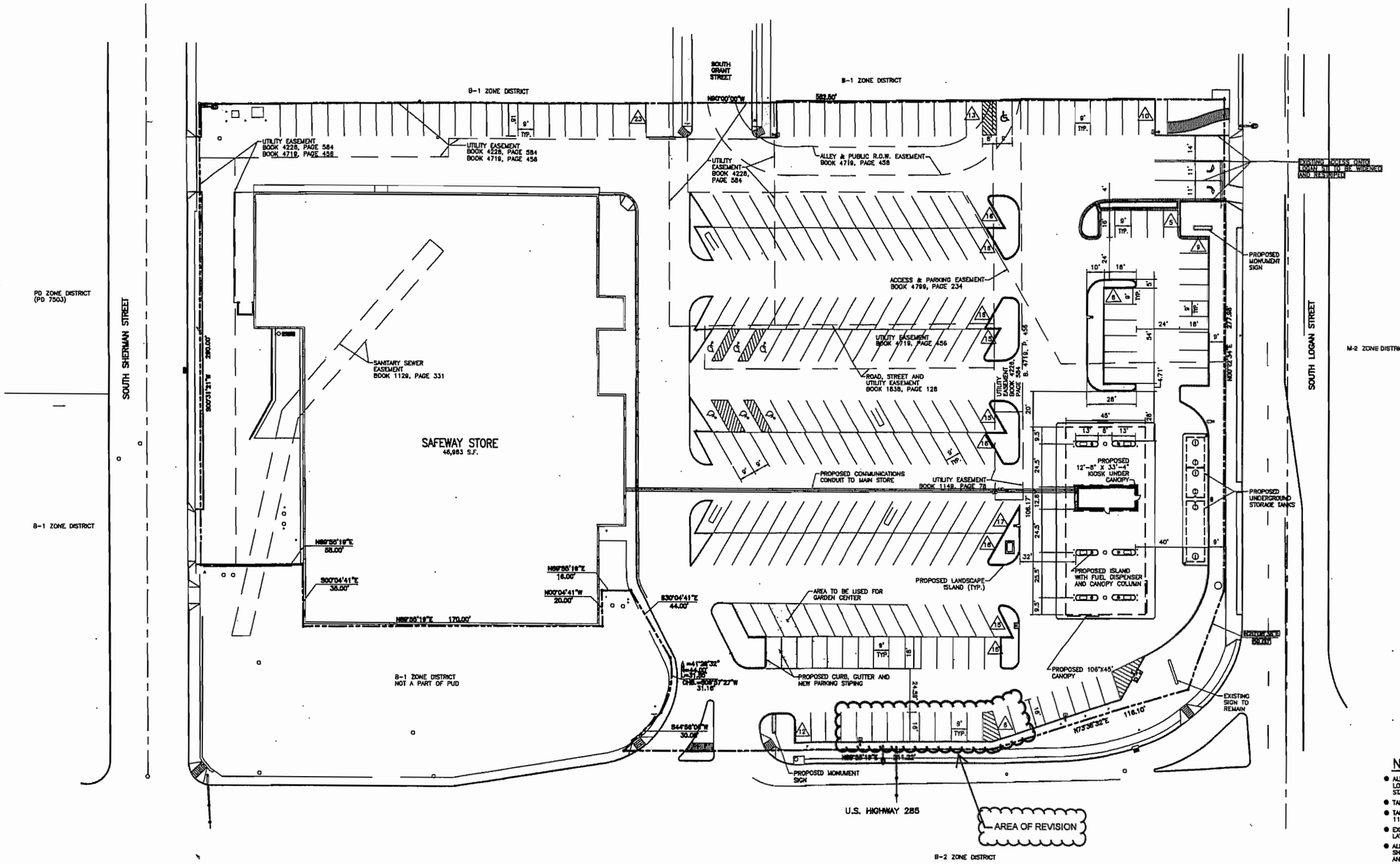
COLORADO, AT _____ O'CLOCK, ____M., THIS _____ DAY OF _____
RECEPTION NUMBER _____ BOOK NUMBER _____,
PAGE NUMBER _____

_____ BY: _____
CITY CLERK DEPUTY

REVISED 5/16/11

CKE ENGINEERING INC
14257 W. EVANS CIRCLE
LAKEWOOD, CO. 80228
(303) 917-1757

COVER SHEET



UTILITY LEGEND

- MANHOLE
- VALVE
- W — EXISTING WATER LINE
- SS — EXISTING SANITARY SEWER
- STS — EXISTING STORM SEWER
- G — EXISTING GAS LINE
- UE — EXISTING UNDERGROUND ELECTRICAL
- OE — EXISTING OVERHEAD ELECTRICAL
- UT — EXISTING UNDERGROUND TELEPHONE
- T — EXISTING OVERHEAD TELEPHONE
- NUMBER OF PARKING SPACES

NOTES:

- ALL EXISTING PARKING STRIPING TO BE REMOVED. PARKING LOT TO BE RESTRIPED PER THIS PLAN. PROPOSED STANDARD PARKING SPACES ARE 8' X 18'.
- TANKER INGRESS AND EGRESS VIA SHERMAN STREET ONLY
- TANKER DELIVERIES LIMITED TO BETWEEN THE HOURS OF 11:00 P.M. & 6:00 A.M. THE FOLLOWING DAY
- EXISTING SITE LIGHTS TO BE RELOCATED PER NEW PARKING LAYOUT AS NECESSARY
- ALL CANOPY LIGHTING SHALL BE DIRECTED DOWNWARD AND SHALL BE FLUSH-MOUNTED, USING SHARP-CUTOFF LUMINAIRES AND NO DROP LENSES.

REVISIONS

No.	Description	Des. By	Drn. By	Date
1	PER INITIAL REVIEW COMMENTS	JKW	CJH	12/18/01
2	PER SECOND REVIEW COMMENTS	JKW	CJH	3/5/02
3	PER COMMENTS AT PLANNING & ZONING COMMISSION	JB	CJH	5/21/02
4	PER PLANNING & ZONING COMMISSION FINDINGS & CONCLUSIONS	JB	CJH	7/23/02
5	PER CHANGES DETERMINED AT CITY COUNCIL HEARING	JB	CJH	9/16/02

SAFEWAY

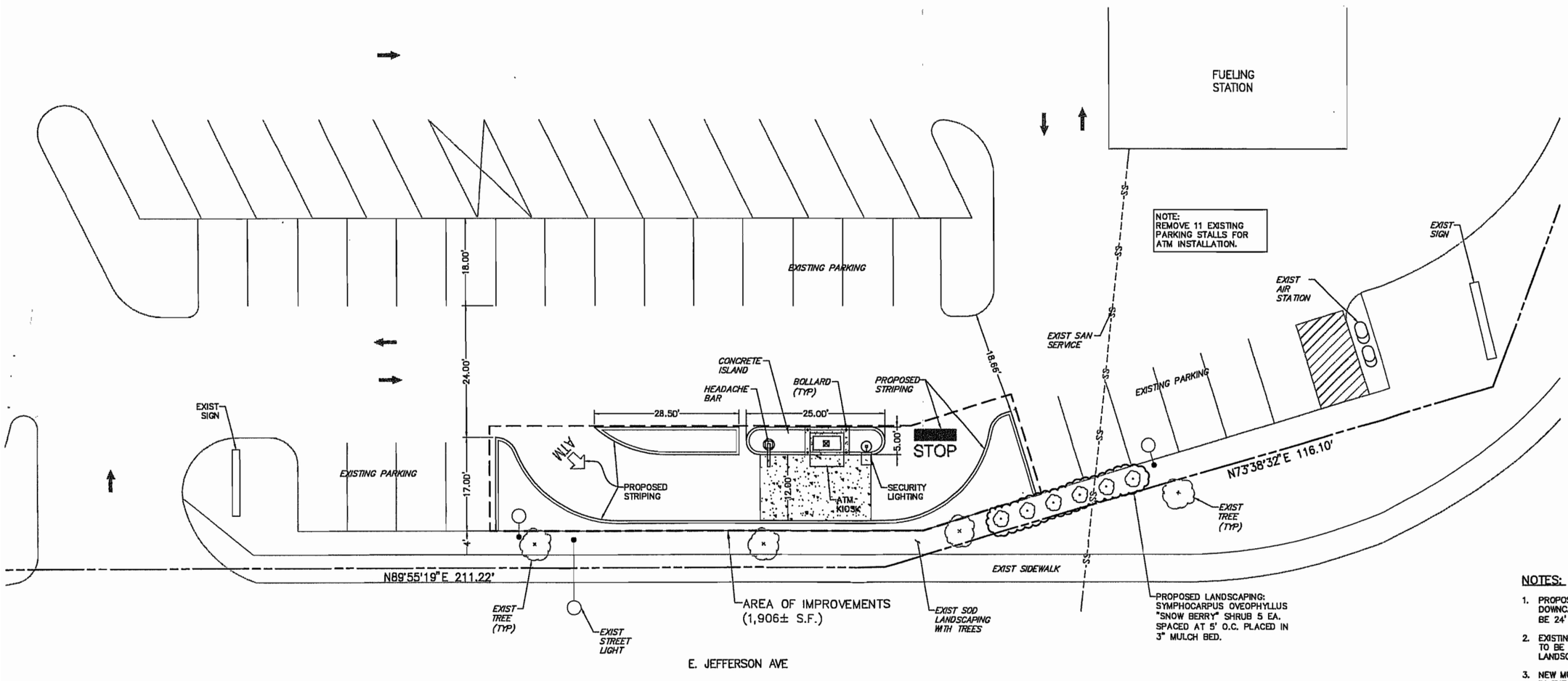
SAFEWAY, INC.
6900 South Yosemite Street
Englewood, Colorado 80112-1412
Tel: (303) 843-7500

Galloway, Romero & Associates
Design Engineering Planning
5350 DTC Parkway
Greenwood Village, Colorado 80111
Tel. (303) 770-8884
Fax. (303) 770-3636

PARKING SUMMARY

	EXISTING	PROPOSED
STANDARD SPACES	236	225
STANDARD ACCESSIBLE SPACES	4	4
VAN ACCESSIBLE SPACES	3	3
CART CORRALS	-4	-4
TOTAL NET SPACES	239	228

PROPOSED PARKING RATIO: 4.40 SPACES / 1000 S.F. (GROSS)



NOTES:

1. PROPOSED SECURITY LIGHT SHALL BE FULLY SHIELDED DOWNCAST LIGHT FIXTURE. HEIGHT TO FIXTURE SHALL BE 24' MAX.
2. EXISTING IRRIGATION WILL BE ADJUSTED IN THE FIELD TO BE OPERATIONAL AND ACCOMMODATE NEW LANDSCAPING.
3. NEW MULCH BED SHALL MATCH EXISTING MULCH BEDS IN THE SHOPPING CENTER.
4. NEW LANDSCAPING INSTALLED AS PART OF THE PROPOSED KIOSK ATM SHALL BE MAINTAINED BY THE EXISTING SHOPPING CENTER.

REVISED 5/16/11

CKE ENGINEERING INC
14257 W. EVANS CIRCLE
LAKEWOOD, CO. 80228
(303) 917-1757

Push Through Lettering - Front and Back

Push-Through Lettering - Left and Right

Network - determined by State

Paint & Graphics Detail

Ⓐ **Kiosk Paint**
Color: PMS 1795 Red
Finish: Automotive Smooth

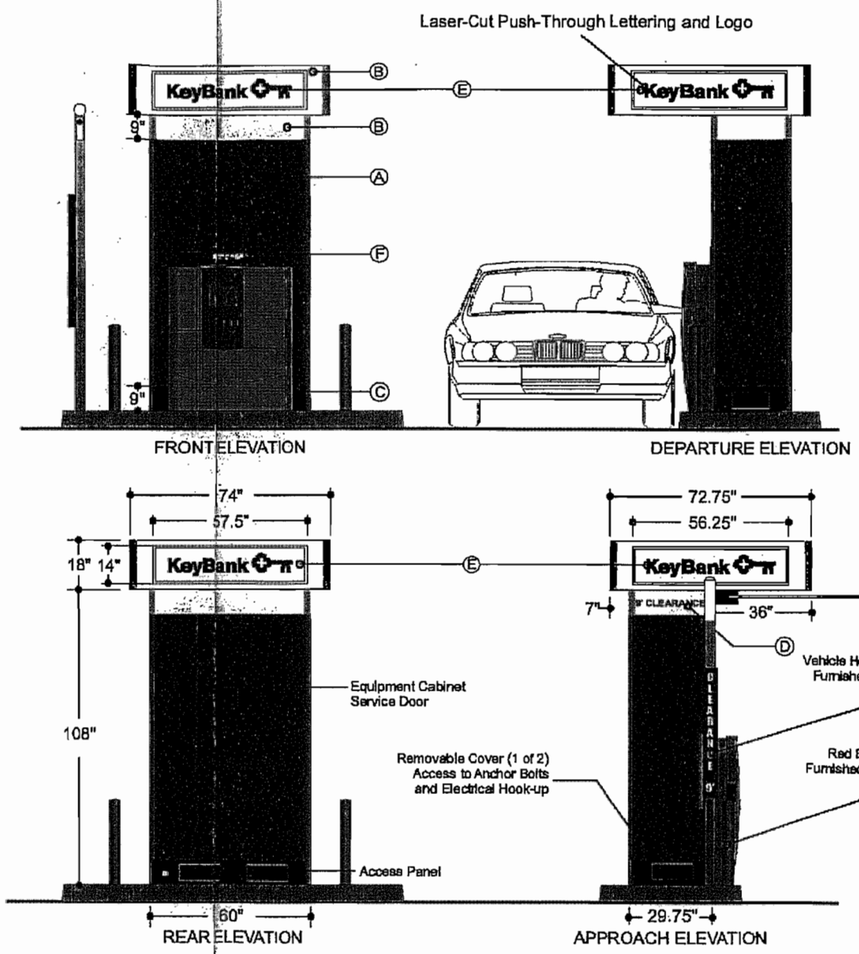
Ⓑ **Canopy and Top Stripe Paint**
Color: White CBS 006
Finish: Automotive Smooth

Ⓒ **Bottom Stripe Paint**
Color: Black CBS 008
Finish: Automotive Smooth

Ⓓ **Vinyl Decals**
3M Scotchcal vinyl applied to painted metal surface of unit
Color: Black
Material: 3M#220-12 Black

Ⓔ **Backlit Push-Through Letters**
Translucent Vinyl applied to push-through lettering and logo.
Color: Match PMS 1795
Material: 3M#230-33 Red
Color: Black
Material: 3M#230-22 Black

Ⓕ **Network Panel**
Reverse Print on Clear, with white backing. Plex Size 14.75" x 2.25".
Networks Layout Varies by State.



GRAPHICS LAYOUT

STANDARD ELEVATIONS

Dimensions and physical configurations subject to Engineering verification.

Couvrette Building Systems
585 Electric Road • Salem, Virginia 24153
TEL (540) 375-2505 • FAX (540) 375-2038
www.couvrette.com • products@couvrette.com

P-5163

Rev. #: P4.0 | Sheet 1 of 2 | Date: 2/4/10

Approved By: | Drawn By: Matt M.

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DATE	BY	DESCRIPTION	REV #
2/4/10	MM	Revision	P4.0
1/25/10	MM	Revision	P3.0
1/20/10	MM	Revision	P2.0
1/13/10	MM	Initial Rendering	P1.0

KeyBank

Product: 750 Ultra Slim Surround
Option A

Ultra Slim Surround Specs & Options

FINISH
- ● Metal
- ○ Stucco

CONFIGURATION
- ● Drive-up
- ○ Walk-up

ACCESS PANEL
- ● Approach ○ Front
- ● Rear ● Departure

CANOPY
- ● Canopy ○ Collar 15" ○ Signcan

DOWN LIGHTING
- ● Front ○ Rear ○ Left ○ Right

BACKLIGHTING
- ● Front ● Rear ● Left ● Right

OPTIONS
- ○ POS Panel
- ● Networks Panel
- ○ Envelope Dispenser
- ○ Waste Receptacle
- ○ Bollard Posts
- ○ Vehicle Height Detector

REVISED 5/18/11

CKE ENGINEERING INC
14257 W. EVANS CIRCLE
LAKEWOOD, CO. 80228
(303) 917-1757

RESOLUTION NO. 86
SERIES OF 2008

A RESOLUTION OF SUPPORT FOR THE EXPANSION OF PARKING AT CITYCENTER ENGLEWOOD:

WHEREAS, The Englewood Environmental Foundation was formed to relieve the burdens which would otherwise be assumed by the City of Englewood, Colorado, in connection with the environmental remediation, land use planning and preparation for redevelopment of the Cinderella City shopping center; and

WHEREAS, the Englewood Environmental Foundation was formed to provide support for the redevelopment and enhancement of the City's commercial environment and is a separate and distinct corporation; and

WHEREAS, the City Council of the City of Englewood, Colorado, supported the Master Plan for the CityCenter Englewood proposed on August 10, 1998 by the Englewood Environmental Foundation; and

WHEREAS, there has been insufficient parking for RTD since the opening of the Southwest Corridor Light Rail line in 2000; and

WHEREAS, RTD has agreed to provide additional parking for the RTD Englewood Station with the passage of FasTracks 2004 funding; and

WHEREAS, RTD, EEF and City staff have presented a variety of options for additional RTD parking in Englewood; and

WHEREAS, the City Council supports EEF's and the City Manager's recommendation to pursue (1) the extension of the north surface parking lot over Little Dry Creek and (2) a shared parking concept on existing parking lots at CityCenter Englewood;

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

Section 1. The City Council of the City of Englewood, Colorado, hereby supports the expansion of parking at CityCenter Englewood by pursuing the alternatives recommended by EEF and the City Manager.

Section 2. This resolution of support in no way waives or delegates the City's regulatory powers, duties and responsibilities with respect to zoning and governmental issues.

ADOPTED AND APPROVED this 1st day of December, 2008.

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. 86, Series of 2008.

Loucrishia A. Ellis, City Clerk

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 46
INTRODUCED BY COUNCIL MEMBER

A BILL FOR

AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF ENGLEWOOD AT THE NEXT SCHEDULED MUNICIPAL ELECTION A PROPOSED ADVISORY QUESTION CONCERNING LEASE OF PROPERTY FOR RTD PARKING.

WHEREAS, the FasTracks program, approved by voters in 2004, includes 1440 new parking spaces for the Southwest Corridor, of which 440 were authorized to relieve parking shortages at the Englewood Station; and

WHEREAS, following discussions with RTD staff in 2008 on alternatives for provision of additional parking spaces, City Council agreed on the extension of the surface lot to the north over the Little Dry Creek channel and leasing of spaces in surface parking lots at CityCenter Englewood as the preferred alternatives; and

WHEREAS, on December 1, 2008, City Council passed Resolution No. 86, in support of that plan; and

WHEREAS, RTD has initiated planning efforts to accommodate construction of the parking lot; and

WHEREAS, concerns were expressed by Englewood residents earlier this year; and

WHEREAS, on July 5, 2011 City Council passed a motion to request that RTD immediately cease efforts on expansion of the parking lot; and

WHEREAS, City Council is requesting input from Englewood citizens as to whether the City should continue to support the expansion, as indicated in Resolution No. 86, Series of 2008;

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

Section 1. There is hereby submitted to the registered electors of the City of Englewood at the next scheduled municipal election on November 1, 2011 an advisory ballot question concerning the lease of property for RTD parking, to read as follows:

Question No.

Should the City of Englewood lease to RTD, Cushing Park property, west of Inca Street and north of the current RTD parking lot, for fair market value?

_____ Yes _____ No

Section 2. Each elector voting at said election and desirous of voting shall indicate his/her choice by depressing the appropriate counter of the voting machine or by the appropriate marking upon paper ballots where used.

Section 3. The proper officials of the City of Englewood shall give notice of said next scheduled municipal election, such notice shall be published in the manner and for the length of time required by law, and the ballots cast at such election shall be canvassed and the result ascertained, determined, and certified as required by law.

Introduced, read in full, and passed on first reading on the 15th day of August, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 19th day of August, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 17th day of August, 2011 for thirty (30) days.

ATTEST:

_____
James K. Woodward, Mayor

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 15th day of August, 2011.

_____
Loucrishia A. Ellis