Agenda for the
Regular Meeting of the
Englewood City Council
Monday, December 5, 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 November 21, 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.)

   a. Recognition of 2012 Englewood Calendar Artists.

      i. Lane Greenly, a 2nd Grader at Charles Hay World School.

      ii. Diego Rios-Pineda, a 3rd Grader at Clayton Elementary School.

      iii. Tess Bray, an 8th Grader at St. Anne's Episcopal School.

      iv. Jamie Curtis, a 2nd Grader at Cherrelyn Elementary School.

      v. Adam Graves, a 2nd Grader at Clayton Elementary School.

      vi. Jessica Lee, an 8th Grader at Englewood Leadership Academy.

      vii. Karlene Korinek, a 12th Grader at Englewood High School.

      viii. Anna Schultz, an 11th Grader at Englewood High School.

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.

ix. Yasmin Ruiz, an 11th Grader at Colorado's Finest Alternative High School.

x. Lizzy Marcoux, a Kindergartner at All Souls Catholic School.

xi. Paige Hamlin, a 12th Grader at Colorado's Finest Alternative High School.

xii. Brianna Cheatum, a 4th Grader at Clayton Elementary School.

xiii. Joseph Pappone, a 6th Grader at Englewood Leadership Academy.

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. Letter from Jim Woodward indicating his resignation from the Englewood Parks and Recreation Commission.

9. Consent Agenda Items.

a. Approval of Ordinances on First Reading.

i. Council Bill No. 73 – Recommendation from the Department of Parks and Recreation to adopt a bill for an ordinance approving a cooperative agreement between the City of Englewood and Englewood Schools relating to the Flat 14ers Initiative. **Staff Source: Jerrell Black, Director of Parks and Recreation and Joe Sack, Recreation Services Coordinator.**

ii. Council Bill No. 74 – Recommendation from the Building and Safety Division to adopt a bill for an ordinance amending sections of the Englewood Municipal Code pertaining to contractor licensing fees and other licensing requirements. **Staff Source: Lance Smith, Chief Building Official.**

b. Approval of Ordinances on Second Reading.

c. Resolutions and Motions.

i. Recommendation from the Department of Information Technology that City Council approve, by motion, continuance of the annual maintenance contract for the City's Oracle System for 2012. **Staff Source: Jeff Konishi, Director of Information Technology.**

10. Public Hearing Items. (None Scheduled.)

11. Ordinances, Resolutions and Motions

    a. Approval of Ordinances on First Reading.

    b. Approval of Ordinances on Second Reading.

    c. Resolutions and Motions.

        i. Recommendation from the Community Development Department to adopt a resolution that authorizes the City to enter into an agreement with King Soopers for redevelopment assistance to support expansion of a new grocery store located at 5050 South Federal Boulevard. **Staff Source: Alan White, Community Development Director.**

        ii. Recommendation from the Community Development Department to approve a resolution extending, for a period of six months, the moratorium on the issuance of certain building permits in the MU-R-3-B zoned portions of the 3200, 3300 and 3400 Blocks of South Grant Street and the 3200 Block of South Sherman Street where such permits result in a change of use type or the number of dwelling units. **Staff Source: Alan White, Community Development Director.**

        iii. Recommendation by the Building and Safety Division to approve, by motion, authorization for Colorado Code Consulting to provide Elevator/Escalator Inspection services starting January 1, 2012. **Staff Source: Lance Smith, Chief Building Official.**

12. General Discussion.

    a. Mayor's Choice.

    b. Council Members' Choice.

13. City Manager's Report.

14. City Attorney's Report.

15. Adjournment.

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

Jim Woodward
3943 S. Pearl St.
Englewood, CO 80113
303 781-5495

November 19, 2011

Mr. Jerrell Black, Director
Parks and Recreation Department
1155 West Oxford Avenue
Englewood, CO 80110

Dear Jerrell:

In accordance with citizen's Initiative 2D from the November 1 election and the County Clerk's official certification on November 18, it's with regret that this letter shall serve as my official resignation from the Englewood Parks and Recreation Commission effective immediately.

The past twelve years has been very much a rewarding and learning experience with regard to the workings of the Englewood Parks and Recreation Department and the excellent services it provides the citizens of Englewood. I have enjoyed working with and getting to know my fellow Commissioners and staff. Obviously, I will miss being a part of this commission and wish everyone the best.

Respectfully,

Jim Woodward

Cc: D. Brotzman

COUNCIL COMMUNICATION

Date: December 5, 2011	Agenda Item: 9 a i	Subject: Cooperative Agreement with Englewood Schools, Flat 14ers Project
Initiated By: Parks and Recreation	**Staff Source:** Jerrell Black, Director of Parks and Recreation, Joe Sack, Recreation Services Manager	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council Goal: A City that provides diverse cultural, recreational and entertainment opportunities.

- City Council Study Session, November 21, 2011 - Staff provided information regarding the Flat 14ers Project. Council gave direction to move forward with the cooperative agreement.

RECOMMENDED ACTION

Staff recommends that Council adopt a bill for an ordinance authorizing a cooperative agreement between the City of Englewood and Englewood Schools in support of developing Flat 14er routes within the City.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

"Flat 14ers" is a movement-based initiative that challenges individuals to virtually climb Colorado's 14ers by utilizing resources and open spaces in their own neighborhood. By walking, running, playing, and engaging in sports and other activities, participants will accumulate steps that will then be used to track how many Colorado Flat 14ers they have "climbed." Designation of local parks, paths, walking trails, and school spaces are a key component of this initiative. By simply walking a designated space a certain number of times (e.g. six times around Centennial Park Trail Loop); participants will understand that they have gathered enough steps to climb the designated Colorado 14er. Children, parents, residents and non-residents alike are encouraged to participate in this program in order to increase the physical activity of the entire community and utilization of the city's open spaces.

Utilizing funds from the Communities Putting Prevention to Work Initiative grant (CPPW), Tri-County Health Department is implementing and promoting Flat 14ers at fourteen school districts and their associated Parks and Recreation Departments within the Tri-County area (Adams, Arapahoe, and Douglas Counties).

Selected Flat 14er Routes

City of Englewood
Centennial Park Trail Loop

Englewood Schools
Bishop Elementary
Charles Hay World School
Cherrelyn Elementary
Clayton Elementary
Englewood Middle School

FINANCIAL IMPACT:

Funding for this project has been acquired through a CPPW grant received by Englewood Schools. There are no required City funds for this project.

LIST OF ATTACHMENTS:

Proposed Bill for an Ordinance
Cooperative Agreement

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2011

COUNCIL BILL NO. 73
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING A "COOPERATIVE AGREEMENT" BETWEEN THE CITY OF ENGLEWOOD AND ARAPAHOE SCHOOL DISTRICT NO. 1, ARAPAHOE COUNTY RELATING TO THE "FLAT 14ERS INITIATIVE" PROJECT.

WHEREAS, Flat 14ers is a movement-based initiative that challenges individuals to virtually climb Colorado's 14ers by utilizing resources and open spaces in the City of Englewood; and

WHEREAS, by walking, running, playing, and engaging in sports and other activities, participants will accumulate steps that will then be used to track how many Colorado Flat 14ers they have climbed; and

WHEREAS, by designating Englewood Parks, paths, walking trails, and Englewood School spaces, participants walking a designated space a certain number of times they will gather enough steps to climb the designated Colorado 14er; and

WHEREAS, children, parents, residents and non-residents alike are encouraged to participate in the "Flat 14ers" program in order to increase the physical activity of the entire community and utilization of the City of Englewood's Open Spaces; and

WHEREAS, the passage of this Ordinance will authorize the "Cooperative Agreement" between the City, and the Englewood School District in support of developing Flat 14ers routes within the City;

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 development of the Flat 14ers Program between the City, and the Arapahoe School District No. 1.

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 5th day of December, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of December, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of December, 2011 for thirty (30) days.

Randy P. Penn, 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 5th day of December, 2011.

Loucrishia A. Ellis

Attachment 1

Cooperative Agreement

Partnership between Arapahoe School District 1 and the City of Englewood

This Cooperative Agreement ("CA") describes and confirms the expectations and responsibilities of The City of Englewood ("City") and Arapahoe School District 1 ("District") related to the "Flat 14ers Initiative" ("Initiative") as described in this CA. The term of this CA will be from the date of final signature(s) will be school years 2011-2015 for the involved District and City sites (Exhibit A), unless partially or wholly terminated earlier pursuant to the conditions outlined in Section III. Colorado Statute C.R.S. §22-32-118 allows for off-hour use of School District open-air playgrounds.

I. DESCRIPTION OF PROJECT

"Flat 14ers" is a movement-based initiative that challenges individuals to virtually climb Colorado Flat 14ers by utilizing resources and open spaces in their own neighborhood. By walking, running, playing, and engaging in sports and other activities, participants will accumulate steps which will then be used to track how many Colorado Flat 14ers they have "climbed." Designation of local parks, paths, walking trails, and school spaces (including school perimeters, tracks, gyms, etc.) are a key component of this initiative. Activity tracking will be achieved via a free, special website that is being developed by America on the Move, which will offer a child-friendly logged-in area. It is not necessary to have access to the Internet to engage in this program, however. By simply walking a designated space a certain number of times (e.g. six times around Centennial Park), participants will understand that they have gathered enough steps to climb a certain Colorado 14ers.

Several local and national organizations have come together to develop, implement, and promote the Flat 14ers concept including CBS4, The Children's Hospital, America on the Move, Colorado Parks and Recreation Association, and Tri-County Health Department. Utilizing funds from the Communities Putting Prevention to Work Initiative grant (CPPW), Tri-County Health Department is implementing and promoting Flat 14ers at fourteen school districts and their associated Parks and Recreation departments within the Tri-County area (Adams, Arapahoe, and Douglas Counties.)

An initial focus of the program is on middle school students, due to a 19.6% increase in obesity of children aged 6-11 from 1980 to 2008[1]. Parents, staff, residents and non-residents alike are encouraged to participate in this program as well in order to increase the physical activity of the entire Tri-County population and utilization of our open spaces.

The schools and park identified as viable Flat 14ers routes are listed in Exhibit A.

[1] Healthy Youth: Childhood Obesity. Centers for Disease Control. http://www.cdc.gov/healthyyouth/obesity/

B. City Responsibilities:

1. Gain approval of this Initiative and the parameters herein by City Council/Governance Board
2. Designate responsible person who will:
    a. Participate in meetings with appointed student work group
    b. Promote use of the City and District Flat 14ers routes and encourage usage of all Englewood Flat 14ers routes.
3. Identify and name a Flat 14ers route at a City park (a 14,000 foot mountain name such as "Mount Evans")
4. Measure the distance of the identified route and the number of steps required to complete the route.
5. Participate in "Annual Summit" **
6. Maintain the Flat 14ers signs that are located on the grounds of the designated Flat 14ers City park. This means that the City will make every effort to remove graffiti from the signs. When it is not possible to remove graffiti, or if a sign is badly damaged and negatively affects the appearance of the route or city property, it will be removed and the City is not obligated to replace it.

C. District Responsibilities:

1. Gain approval of this Initiative and the parameters herein by respective School Board.
2. Designate a responsible person (the Wellness Committee chairperson) at the District who will:
    a. Facilitate annual meeting with appointed student work group
3. Appoint a District-wide student work group that will:
    a. Promote use of the City and District Flat 14ers routes and encourage usage of all Englewood Flat 14ers routes.
    b. Monitor and evaluate the Flat 14ers Initiative within the District.
    c. Participate in "Annual Summit."
4. Identify and name Flat 14ers routes around school grounds (a 14,000 foot mountain name such as "Mount Evans").
5. Measure the distance of the identified route and the number of steps required to complete the route.
6. Maintain the Flat 14ers signs that are located on the grounds of the designated Flat 14ers school routes. This means that the District will make every effort to

remove graffiti from the signs. When it is not possible to remove graffiti, or if a sign is badly damaged and negatively affects the appearance of the route or school property, it will be removed and the District is not obligated to replace it.

D. Mutual Responsibilities:

1. A work group will meet at least annually to monitor the Flat 14ers Initiative and this group will hold conference calls or meetings, as appropriate, to review the performance of the Initiative.
2. The City and District will determine the number of signs required, along with the appropriate language for each sign, to be posted along the created City and District routes. These signs will measure the distance(s) traveled.
3. The City and District will review and evaluate the Flat 14ers Initiative prior to the beginning of the school year to review successes and plans for expansion (of the Flat 14ers Initiative).
4. Subject to the terms and conditions of this CA, the City and District staff agrees to cooperate and use reasonable efforts to do, or cause to be done, all things reasonably necessary or advisable to carry out the purposes of this CA.
5. Neither the City nor the District are required to replace damaged or stolen Flat 14ers signs; each party may do so, however at their own discretion.
6. All signs must be installed by March 1, 2012.

II. TERMINATION

This CA may be wholly or partially terminated at any time during this Initiative with 48 hours of written notice by either party.

III. NOTICE TO ALL PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

TO THE DISTRICT: Assistant Superintendent or designee, Englewood Schools, 4101 S. Bannock, Englewood, CO 80110.

TO THE City: Director of Parks and Recreation, City of Englewood Parks and Recreation, 1155 W. Oxford Ave., Englewood, CO 80110.

IV. MISCELLANEOUS

1. Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City hereunder may be made in the sole and absolute discretion of the City, and all approvals, consents and determinations to be made by the District hereunder may be made in the sole and absolute discretion of the District.

2. This instrument contains the entire agreement between the parties with respect to matters set forth herein and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.

3. The section and other headings of this CA are for convenience of reference only and shall be disregarded in the interpretation of this CA.

V. PARTY SIGNATURES TO CA

I have read all of the provisions outlined in this CA, and agree to comply with every provision listed herein.

_____

City Date

_____

District Date

** Annual Summit: Annual meeting of all involved to come together to acknowledge successes and plan for future.

Exhibit A – selected schools and park

EXHIBIT A

The District schools that have been identified as viable Flat 14ers routes are:

Bishop Elementary

Charles Hay World School

Cherrelyn Elementary

Clayton Elementary

Englewood Middle School

The City of Englewood Park that has been identified as a viable Flat 14ers route is:

Centennial Park Trail Loop

COUNCIL COMMUNICATION

DATE: December 5, 2011	AGENDA ITEM: 9 a ii	SUBJECT: Revisions to EMC Title 5-7 Contractor Licensing
INITIATED BY: Fire Department, Division of Building and Safety	STAFF SOURCE: Lance Smith, Chief Building Official	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION:

The revisions to Englewood Municipal Code (EMC) Title 5-7 Contractor Licensing provisions and increasing contractor license fees were reviewed by City Council at the November 14, 2011 study session.

RECOMMENDED ACTION:

Staff seeks Council's support for a bill for an ordinance amending sections of the EMC pertaining to contractor licensing. The revisions recommended in the attached bill for an ordinance include:

- Staff is recommending modifications to the homeowner provisions to allow permits to be issued only when the home is owned and is their primary residence.
- The penalties for a contractor starting work without being licensed will increase from a 50% penalty to 100%.
- Fees for licenses and certificates of registration will be increased by twenty-five dollars ($25.00).
- Effective January 1, 2012 the City will not be testing for contractors licenses. All testing will be administered by the International Code Council (ICC).

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED:

Contractor licensing provisions and license fees have not been updated since 1985. The ICC testing program is reciprocal with all ICC member jurisdictions nationwide.

FINANCIAL IMPACT:

The increase in fees for contractor licenses will increase revenues by approximately $31,000 for 2012.

LIST OF ATTACHMENTS:

- Proposed bill for an ordinance

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2011

COUNCIL BILL NO. 74
INTRODUCED BY COUNCIL MEMBER _____

A BILL FOR

AN ORDINANCE AMENDING TITLE 5, CHAPTER 7, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO CONTRACTOR LICENSING.

WHEREAS, the Contractor Licensing and Fees section of the Englewood Municipal Code has not been updated since 1985, and is outdated; and

WHEREAS, the ICC testing program is reciprocal with all ICC member jurisdictions nationwide; and

WHEREAS, the passage of this Ordinance will bring Contractor Licensing and Fees in the Englewood Municipal Code up to date;

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 amending Title 5, Chapter 7, of the Englewood Municipal Code 2000, to read as follows:

5-7: CONTRACTOR LICENSING

5-7-1: Definition.

Contractor: Any person, firm, partnership, corporation, association or organization, or any combination thereof, who undertakes for himself, or with or for another, to build, construct, alter, repair, add to, wreck or move any building or structure, or any portion thereof, or do any work or supervise any work for which a license is required under the provisions of this chapter for a fixed sum, price, fee percentage, trade in kind, or other compensation including the cost of the materials or labor or any combination thereof.

5-7-2: Applicability of Provisions.

The provisions of this Chapter shall apply to all contractors, as defined in Section 5-7-1, with the following exceptions:

A. Any homeowner(s) desiring to build, construct, alter, repair, add to or demolish a Group R-3 or Group U occupancy or any accessory building thereto, which ~~he owns~~ is owned by, and is their primary residence of the homeowner(s); is not income or rental property, and ~~who is doing such work himself~~ the homeowner(s) are doing the work themselves.

B. Any public utility company engaged in the installation, operation and maintenance of equipment used for the production, generation or distribution of a utility product or service, when such installation, operation and maintenance is performed on facilities owned and operated by the utility company. (This exemption shall not apply to buildings owned or used by a public utility company.)

5-7-3: - Authority.

A. *General*: This chapter provides for the licensing and registration of contractors as defined and stipulated herein.

B. *Licenses*: The Division of Building and Safety is vested with the authority to establish licensing procedures, to qualify applicants for licenses, to establish and administer examinations for license applicants, to authorize the issuance and renewal of licenses and to suspend or revoke licenses. The Chief Building Official is vested with the authority to issue and to renew licenses pursuant to said authorization and to suspend or revoke such licenses.

C. *Registration Of Electrical, Plumbing And Plumbing/Mechanical Contractors*: The Division of Building and Safety is vested with the authority to establish registration procedures for electrical, plumbing and plumbing/mechanical contractors and to qualify applicants for certificates of registration. The Chief Building Official is vested with the authority to issue and to renew certificates of registration and to suspend or revoke certificates of registration.

D. *Stop Work Order*: Any authorized agent of the Division of Building and Safety may issue a stop work order to any contractor or workman when he/she finds it necessary to enforce the provisions of this Chapter. Commencement of work, after a stop work order has been issued, shall not take place until all proper licenses or certificates of registration have been issued to the contractor or contractors involved.

5-7-4: License and Certificate of Registration Required.

A. *Scope*: A license or certificate of registration is authority granted to the contractor to whom it is issued to perform work authorized under the applicable provisions of this Municipal Code. Licenses or certificates of registration are not transferable.

B. *Required*: Licenses or certificates of registration shall be required for the types of work described in this Chapter.

C. *Application*: Every applicant for a license or certificate of registration shall fill out the appropriate application form which the Division of Building and Safety has provided for that purpose. Additional information in excess of that requested on any application form may be required by the Chief Building Official or his/her designee for purposes of verifying the qualifications of any applicant.

D. *Proof Of State License Required*: Every applicant for an electrical, plumbing or plumbing/mechanical contractor certificate of registration shall be required to submit with the application proof of a valid and current master's license issued by the State for the licensee or employee named on the application form.

5-7-5: - License Examinations.

A. Any person submitting an application for a Class A, Class B, Class C, Class D, or Class E contractor's license shall be required to satisfactorily complete a qualifying examination ~~administered by the Division of Building and Safety~~ when the Chief Building Official determines that any of the following conditions exist:

1. Information provided by the applicant does not allow the Chief Building Official to determine if the applicant is qualified for the class of license applied for.

2. Information provided by the applicant indicates he/she is unqualified for the class of license applied for.

3. More than twelve (12) months have elapsed since the expiration of the applicant's last valid City contractor's license.

4. The applicant has had his/her City license suspended or revoked during the previous twelve (12) months.

5. The applicant has been in violation of any of the provisions of subsection 5-7-11B of this Chapter during the previous twelve (12) months.

B. Any applicant who is denied a license based on the Chief Building Official's determination that he/she is unqualified for the particular license applied for may qualify for such license by satisfactorily completing the appropriate contractor license examination.

C. Failure to satisfactorily complete any contractor licensing examination shall be grounds for the Chief Building Official to deny issuance of the license applied for. ~~Reexaminations shall be administered no sooner than two (2) weeks from the date of unsatisfactory completion of any examination.~~

~~D.~~ ~~The fee for all contractor licensing examinations (including reexaminations) shall be thirty dollars ($30.00) to cover the cost of materials and clerical duties associated with administering such examinations~~.

~~E.~~ D. The standard method of conducting contractor licensing examinations shall be determined by official Division policy. Such policy shall be posted conspicuously for viewing and perusal in public office areas of the Division of Building and Safety.

5-7-6: - Conditions of License and Certificate Issuance.

A. *License, Certificate of Registration; Issued.* ~~Upon the endorsement of the Chief Building Official, a~~ After a determination from the information and references provided, that the applicant does not have a required State license under revocation and is qualified for the type of license or certificate of registration sought, or upon satisfactory completion of an appropriate contractor licensing examination, a license or certificate of registration may be issued by the ~~City License Officer~~ Chief Building Official.

B. *License, Certificate of Registration Denied; Appeal.* In the event that an application for a license or certificate of registration is denied, the applicant may request a review of the application by the Board of Adjustment and Appeals. ~~A fee of twenty dollars ($20.00) shall accompany the appeal request, which amount shall be returned to the applicant in the event the Board orders issuance of the license.~~ The fee for an appeal shall be as set forth in EMC 16-2-3(C).

C. *License, Certificate of Registration Renewal and Expiration.* All licenses and certificates of registration, except those which are revoked or suspended, may be renewed within the twelve (12) month period after the date of expiration upon proper, qualified application and payment of the required license or registration fee. Licenses and certificates of registration shall expire one year from the date of issuance.

D. *Work Done Without License or Certificate of Registration; Penalty.* Starting work on any project before the required license or certificate of registration has been secured will result in a ~~fifty percent (50%)~~ one hundred percent (100%) increase of the license or registration fee being levied against the contractor involved. In the event that the contractor cannot qualify for the required license or certificate of registration for the work which has been started, such contractor shall be denied any licensing or registration privileges in the City for a period of twelve (12) months and shall forfeit his right to complete any work already contracted for within the City, for which he is not qualified or licensed to perform.

E. *License or Certificate of Registration Changes.*

1. *Change of Name.* A licensee or registrant shall provide written notification to the Division personally, or by mail, of any change of name or address within fifteen (15) days after making the change. In the case of notification by mail, notification shall be complete upon receipt. A new license or certificate of registration shall not be required for the change.

2. *New Licenses or Certificates of Registration Required.* The creation of a new corporation, partnership or other legal entity even though one or more members, officers or directors have a license or certificate of registration shall require that a new license or certificate of registration be obtained within thirty (30) days after the change is made.

3. *Dissolution.* The dissolution of a corporation, partnership or other legal entity which has been licensed or registered terminates the license or certificate of registration and no person may operate under that license or certificate of registration.

4. *Nontransferability of License or Certificate of Registration.* A license held by one person shall not be transferable to another person.

5-7-7: - Contractor Responsibilities.

Each contractor shall be responsible for performing all work in accordance with the provisions of this Chapter and for compliance with the following directives:

A. To report in writing to the Division within three (3) working days, any accident occurring in any construction, demolition or undertaking which has resulted in lost time, injury or death to any person or damage to any building, structure or utility.

B. To provide minimum safety measures and equipment to protect workmen and the public.

C. To have in their possession, at all times, the license document or certificate of registration for the work they are performing.

D. To present the license document or certificate of registration when requested by an agent of the Division of Building and Safety.

E. To obtain permits when required by this Code.

F. To obtain inspection services when required by this Code.

G. To pay any fees assessed under the authority of this Chapter.

H. To obey any order or notice issued under the authority of this Chapter.

I. To comply with all other applicable provisions of the Englewood Municipal Code and any secondary regulations adopted therein.

J. To complete all work authorized by the issuance of a City permit.

K. To perform all work in a manner consistent with standard accepted building practices.

5-7-8: - Classification of Contractor Licenses.

There are hereby established the following contractor license classifications with respective descriptions of the types of work authorized to be performed:

A. *Class A. Unlimited General Contractor*. This license shall entitle the holder to contract for the erection, construction, alteration or repairing of any type of building or structure.

B. *Class B. Limited General Contractor*. This license shall entitle the holder to contract for the erection, construction, alteration or repairing of any type building or structure not of Type I or Type II construction, and for the nonstructural interior finish or remodel of any type of building.

C. *Class C. ~~Jobber~~ Residential Contractor*. This license shall entitle the holder to contract for the erection, construction, alteration or repairing of any building classified as a Group R-3 or Group U occupancy and for the nonstructural interior finish or remodel of any type of building.

D. *Class D. Contractor*. This license shall entitle the holder to engage in contracting for labor, or for labor and material, involving one trade, or group of related trades, as enumerated below:

D-1. Lathing, plastering and dry wall. Installation of all lathing, plastering and dry wall including the installation of nonbearing partitions and stucco.

D-2. Roofing and siding. Installation of roofing coverings including valleys, gutters and downspouts and installation of wood, metal, vinyl or other siding.

D-3. Waterproofing. Installation of waterproofing and dampproofing for foundations.

D-4. Masonry. Placement and forming of all types of masonry.

D-5. Excavators, caisson drillers and drain layers. Excavate for foundations, drill foundation caissons and excavate trenches for, and lay, drain piping.

D-6. Concrete. Forming and pouring for concrete buildings and structures including footings, foundations and flatwork.

D-7. Swimming pools. Installation of swimming pools, with the exception of utilities.

D-8. Fire protection systems. Installation and repair of fire extinguishing and protection systems of all types.

D-9. Insulation. Installation of all types of building insulation.

D-10. Fences. Installation of all types of fences except masonry.

D-11. Mobile homes. Installation of mobile homes including leveling, blocking, skirting, gas, water and sewage connections and permitted accessory items.

D-12 Lawn sprinkler. Installation of lawn sprinkler systems.

D-13. Patio covers, decks, carports, siding and awnings. Installation, repair and maintenance of patio covers, decks, carports, siding and awnings.

D-14 Glass and glazing.

D-15. Wood framing. The fabrication and erection of wood framing for all types of buildings or structures.

D-16. Structural steel and metal. The fabrication and erection of structural steel and metal for all types of buildings and structures.

Class E. Special Contractor. This license shall entitle the holder to contract for one particular class of specialty work including, but not limited to, the types of work enumerated below:

E-1. HVAC contractor. The installation, alteration, addition to or repairing of warm air heating, ventilation, evaporative and refrigeration cooling, hot water heating (including water heaters), solar heating, natural gas piping, wood burning stove, prefabricated fireplace and exhaust systems and related appurtenances.

E-2. Sign contractor. The fabrication, installation, erection, repair or maintenance of all types of signs.

E-3. Elevator contractor. The installation, alteration, repair and maintenance of elevators, escalators, moving walks and other similar equipment.

E-4. *Special contractor*. This license shall entitle the holder to contract for any trades not specifically classified elsewhere in this Chapter but which involve work specifically associated with the construction industry (i.e. - satellite dish installation, installation of underground flammable liquid storage tanks, etc.)

Class F. Structure Mover and Demolition Contractor.

F-1. *Structure mover*. This license shall entitle the holder to engage in the movement or transportation of houses, building, structures, or any portions thereof, within or through the City. A structure mover shall provide proof, with his license application, that he has obtained the following minimum insurance coverages in regard to his trade as a structure mover:

Death or injury to any one person ..... $ 100,000.00
Total liability in any accident 300,000.00
Property damage 50.000.00
Umbrella policy (over 3 stories) 1,000,000.00

The insurance shall cover the liability of the licensee with respect to all work performed by him, and any vehicles used by him, or his agents, subcontractors or employees, and shall hold the City harmless from any liability arising out of the work authorized by the permit.

F-2. *Demolition contractor*. This license shall entitle the holder to engage in the work of razing, demolishing or destroying buildings and structures of all types. Any demolition contractor shall provide proof, with his license application, that he has obtained the following minimum insurance coverages in regard to his trade as a demolition contractor:

Death or injury to any one person ..... $ 50,000.00
Total liability in any accident 300,000.00
Property damage 50.000.00

The insurance shall cover the liability of the licensee with respect to all work performed by him/her, and any vehicles used by him/her, or his/her agents, subcontractors or employees, and shall hold the City harmless from any liability arising out of the work authorized by the permit.

5-7-9: - Classification of Certificates of Registration.

There are hereby established the following contractor certificates of registration with respective descriptions of the types of work authorized to be performed:

A. *Electrical Contractor*: The installation, alteration, repair, renovation, or maintenance of electrical wiring, appliances and apparatus for the purpose of electrical light, heat, power or signal systems or other similar purposes within or affixed to any building or structure.

B. *Plumbing Contractor*: The installation, alteration, repair, renovation, or maintenance of all plumbing fixtures, potable water distribution systems, sewer systems, natural gas piping, automatic water heaters and solar heating equipment within or affixed to any building or structure.

C. *Plumbing/Mechanical Contractor*: The installation, alteration, repair, renovation, or maintenance of all plumbing fixtures, potable water distribution systems, sewer systems, natural gas piping, automatic water heaters, solar heating equipment, warm air heating systems, ventilation systems, evaporative and refrigeration cooling systems, hot water heating systems, exhaust systems and related appurtenances within or affixed to any building or structure.

5-7-10: - Fees for Licenses and Certificates of Registration.

The City Council shall determine and set license and certification of registration fees for this Chapter by resolution. [43]

5-7-11: - License and Certificate Suspension or Revocation.

A. *Definitions*:

1. *Suspension*: Suspension shall mean that the authority to perform work authorized by any legally issued City contractor license or certificate of registration is temporarily withdrawn for a period of time not to exceed six (6) months.

2. *Revocation*: Revocation shall mean that any legally issued City contractor license or certificate of registration shall become null and void. The affected licensee or registrant may not apply for a new license or certificate sooner than one year from the date of revocation. Revocation action may remain in effect as long as any violation of this Code remains unabated.

B. *Authority*: The Chief Building Official shall, upon receipt of a verified complaint in writing, or upon personal observation of any violation of the provisions of this Chapter, require any licensee or registrant to appear before the Chief Building Official for a hearing, upon fourteen (14) days' notice in writing to said licensee or registrant at his/her last known post office address. The Chief Building Official shall have the power to suspend or revoke any contractor license or certificate of registration, if the Chief Building Official shall find by a preponderance of evidence that the licensee or registrant has:

1. Abandoned any contract without legal cause.

2. Diverted funds or property received for performance of a specific contract and applied such fund for any other purpose, or failed to use such funds for the performance of said contract.

3. Fraudulently departed from or disregarded approved plans and/or specifications during the performance of any construction activity.

4. Wilfully and/or deliberately disregarded any provision of this Municipal Code or any provision of any secondary code adopted herein.

5. Misrepresented a material fact in order to obtain a license, certificate or permit.

6. Engaged in any wilful, fraudulent act as a contractor by which another is injured.

7. Used his/her license or certificate of registration to obtain permits for another.

8. Carelessly or negligently failed to provide reasonable safety measures for the protection of workmen and the public.

9. Failed or refused to obtain a permit for any work prior to starting a job.

C. *Faulty Construction Corrected*: When a license or certificate of registration is suspended, no new permits shall be issued to such licensee or registrant until any faulty construction has been corrected in accordance with the provisions of this Municipal Code. In the event that any faulty construction is not corrected within six (6) months of the suspension, the Chief Building Official shall have the authority to revoke the license or certificate of registration in question.

D. *Emergency Suspension*: The Chief Building Official may make an emergency suspension of any license or certificate of registration should the actions of the contractor involved pose an immediate, serious and imminent threat to the health, safety and welfare of the residents of the City. Such emergency suspension shall not continue longer than sixty (60) days without a hearing before the Board of Adjustment and Appeals.

5-7-12: - Prohibited Acts.

It shall be unlawful for any person to engage in business as a contractor within the City without having first obtained an appropriate license or certificate of registration.

5-7-13: - Penalties.

A. Any person who shall violate any of the provisions of this Chapter or who shall violate or fail to comply with any order made thereunder, and from which no appeal has been taken; or who shall fail to comply with such an order as affirmed or modified by the Board of Adjustment and Appeals, or by a court of competent jurisdiction, within the time fixed therein, shall be considered to have violated this Code and shall be subject to those penalties prescribed in Section 1-4-1 of this Municipal Code. The imposition of one penalty for any violation shall not excuse the violation nor permit it to continue, and all such persons shall be required to correct or remedy such violation within a reasonable time.

B. The suspension or revocation of any license or certificate of registration or other privileges conferred by the City shall not be regarded as a penalty for the purposes of enforcement of this Code.

FOOTNOTE(S):

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(43) Pursuant to C.R.S. 12-23-111, no registration fee shall be required of an electrical contractor or master electrician who is properly licensed or registered with the Colorado State Electrical Board. (Back)

Section 2. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or it application to other persons or circumstances.

Section 4. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

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

Introduced, read in full, and passed on first reading on the 5th day of December, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of December, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of December, 2011 for thirty (30) days.

Randy P. Penn, 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 5th day of December, 2011.

_____
Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 5, 2011	9 c i	Oracle Maintenance renewal for 2012

Initiated By:	Staff Source:
Information Technology	Jeff Konishi, Director – Information Technology

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

None.

RECOMMENDED ACTION

Staff recommends that City Council approve, by motion, the attached quote to issue a purchase order to Oracle to continue the annual maintenance contract for the City Enterprise Resource Planning (ERP) software.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This contract is to insure that the support from Oracle continues for the City's financial, payroll, and human resource software. Since Oracle is a sole provider and the software is considered mission critical, there are no alternatives available and this contract would provide the only assistance if an error occurred that might affect any financial, payroll, or human resource process. The current contract will expire January 24, 2012 and this PO must be issued by December 24, 2011.

FINANCIAL IMPACT

The financial impact of this agreement is $83,592.81, which is budgeted as an Operating Expense in the 2012 budget. The amount will be made as quarterly payments throughout the year.

LIST OF ATTACHMENTS

Oracle Service Contract and quote for 2012 technical support services and benefits.

ORACLE

27-Sep-11

Jeff Konishi
City of Englewood
Information Technology
1000 Englewood Parkway
ENGLEWOOD
CO 80110
United States

Dear Jeff Konishi,

The technical support services and benefits provided under service contract number 1475611 will expire, or have expired, on 24-Jan-12. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may also include incremental technical support services newly acquired.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number 1475611, please order the technical support services on this ordering document by issuing a form of payment acceptable to Oracle in accordance with the attached Order Processing Details section on or before 26-Dec-11.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards,

Suzanne Hernandez
Oracle Support Services

ORACLE

Ordering Document

Service Contract #:	1475611	**Renewal Contact:**	Suzanne Hernandez
Offer Expires:	24-Jan-12		
Payment Terms:	NET 30 DAYS from date of invoice		
Billing Terms:	Quarterly in Arrears		
CUSTOMER: City of Englewood			
QUOTE TO		**BILL TO**	
Account Contact:	Jeff Konishi	**Account Contact**	ACCOUNTS PAYABLE
Account Name:	City of Englewood	**Account Name:**	City of Englewood
Address:	Information Technology 1000 Englewood Parkway ENGLEWOOD CO 80110 United States	**Address:**	1000 Englewood Parkway ENGLEWOOD CO 80110 United States
Telephone:		**Telephone:**	
Fax:		**Fax:**	
E-mail:		**E-mail:**	

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to Suzanne Hernandez at suzanne.hernandez@oracle.com or 14086422758. Please also include service contract number 1475611 on such reply.

Service Details

Service Level: Software Update License & Support **End Date: 24-Jan-13**

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Payroll - Person Perpetual	3383426	1050		FULL USE	25-Jan-12	6,647.95
Oracle Project Costing - Application User Perpetual	3383426	5		FULL USE	25-Jan-12	2,107.82
Self-Service Human Resources - Person Perpetual	3383426	1050		FULL USE	25-Jan-12	2,769.95
Internet Application Server Enterprise Edition - Processor Perpetual	3383426	4		FULL USE	25-Jan-12	8,441.85
Oracle Purchasing - Application User Perpetual	3383426	50		FULL USE	25-Jan-12	21,078.26
Internet Developer Suite - Named User Perpetual	3383426	5		FULL USE	25-Jan-12	2,638.08
Discoverer Desktop Edition - Named User Perpetual	3383426	5		FULL USE	25-Jan-12	527.61
Oracle Financials - Application User Perpetual	3383426	45		FULL USE	25-Jan-12	18,970.44
Human Resources - Person Perpetual	3383426	1050		FULL USE	25-Jan-12	6,647.95
Time and Labor - Person Perpetual	3383426	950		FULL USE	25-Jan-12	3,508.69
Oracle Financials - Application Read-Only User Perpetual	3383426	65		FULL USE	25-Jan-12	10,254.19

Subtotal: USD 83,592.81

Total Amount: USD 83,592.81

plus applicable tax

Notes:

1. If any of the fields listed above are blank, the program licenses were acquired under a separate license model in which such field(s) does not apply.

2. If a change to the Service Details provided above is required, please contact Suzanne Hernandez at 14086422758 or at suzanne.hernandez@oracle.com and an updated ordering document will be provided to you in accordance with Oracle's technical support policies.

GENERAL TERMS

"You" and "your" refers to the Customer provided above.

In the event that the Customer and the Quote To Account Name provided above are not the same, City of Englewood acknowledges that Customer has authorized City of Englewood to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City of Englewood agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to City of Englewood during the term of service.

The technical support services acquired under this ordering document are governed by the terms and conditions of the Oracle License and Services Agreement V021402. However, any use of the programs, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs set forth in the order in which the programs were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies, including Oracle's reinstatement policy, may be accessed at http://www.oracle.com/us/support/policies/index.html. Customers who allow technical support to lapse and later wish to reactivate it will be subject to Oracle's reinstatement policy in effect at the time of reinstatement. Applicable reinstatement fees may apply in addition to the annual technical support fees.

In the event that Priority Service is acquired under this ordering document, you acknowledge you must maintain a current Software Update License & Support contract for all licenses in a license set for which Priority Service has been purchased. By accepting this ordering document, you also acknowledge that Software Update License & Support for program licenses listed under the Priority Service level may be renewed under separate contract(s). Upon renewal, Priority Service fees will be based on the Priority Service pricing policies in effect at the time of renewal and such fees will be adjusted to account for any acquisition of additional licenses in a license set. Contractual caps on annual technical support fees for Software Update License & Support do not apply to Priority Service, unless stated otherwise in your contract.

Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the Oracle License and Services Agreement V021402, and (ii) a form of payment acceptable to Oracle. Oracle normally accepts orders after receipt of a purchase order, check or credit card issued in accordance with the Purchase Order, Check, Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Please note that if the pre-tax value of this ordering document is USD2,000 or less, the technical support services on this ordering document must be paid either by credit card or electronic upload of a PO to the Online site.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable.

An invoice will only be issued upon receipt of a form of payment acceptable to Oracle. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If City of Englewood is a tax exempt organization, a copy of City of Englewood's tax exemption certificate must be submitted with City of Englewood's purchase order, check, credit card or other acceptable form of payment.

PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION

Purchase Order
If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Service Contract #: 1475611
- Term of Service: 25-Jan-12 to 24-Jan-13
- Final Total: USD 83,592.81 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: Oracle License and Services Agreement V021402

In issuing a purchase order,. City of Englewood agrees that the terms of this ordering document and the terms of Oracle License and Services Agreement V021402 supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to Oracle per the Remittance Details provided below.

Check
If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Service Contract #: 1475611
- Term of Service: 25-Jan-12 to 24-Jan-13
- Final Total: USD 83,592.81 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: Oracle License and Services Agreement V021402

In issuing a check, City of Englewood agrees that only the terms of this ordering document and the terms of Oracle License and Services Agreement V021402 shall apply to the technical support services ordered. No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

Credit Card Confirmation
If the technical support services on this ordering document will be ordered and paid under a credit card, please complete the section below and return it to Oracle per the Remittance Details provided below. Please note that Oracle is unable to process credit card transactions of USD100,000 or greater.

Service Contract #:	1475611
Term of Service:	25-Jan-12 to 24-Jan-13
Final Total:	USD 83,592.81 (excluding applicable tax)
Agreement:	Oracle License and Services Agreement V021402

_____
Credit Card Number

_____
Expiration Date

_____
Billing Address (associated with Credit Card)

_____
City, State, and Zip (associated with Credit Card)

_____
Authorized Signature

_____
Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, City of Englewood agrees that only the terms of this ordering document and the terms of Oracle License and Services Agreement V021402 shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

REMITTANCE DETAILS
Purchase orders or credit card details for the technical support services ordered hereto should be sent to:

Attn: Suzanne Hernandez
Oracle Support Services

Checks for the technical support services ordered hereto should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc.
PO Box 44471
San Francisco, CA 94144-4471

All other States:

Oracle America, Inc.
PO Box 71028
Chicago, IL 60694-1028

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 5, 2011	11 c i	King Soopers – Federal/Belleview Redevelopment Assistance Request

Initiated By:	Staff Source:
Community Development Department	Alan White, Community Development Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council discussed the proposed Redevelopment Assistance Agreement at the November 21, 2011 Study Session. There was consensus to schedule consideration of the Agreement at a regular meeting of Council.

One related goal of the Comprehensive Plan is to initiate business retention, revitalization, and growth strategies. Also, the Retail Analysis and Site Development Assessment recommends considering City involvement in the redevelopemt of the Centennial Shopping Center.

RECOMMENDED ACTION

Staff recommends Council adopt the attached resolution that authorizes the City to enter into an agreement with King Soopers for redevelopment assistance to support the expansion of a new grocery store located at 5050 South Federal Boulevard in Englewood, Colorado.

The agreement has been modified to include the changes requested by Council at the Study Session.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The agreement provides for financial participation from the City to assist King Soopers with the proposed redevelopment and expansion of a new grocery store in the Centennial Shopping Center at Belleview and South Federal Boulevard. King Soopers anticipates investing $17 million in the proposed expansion, which includes furniture, fixtures and equipment, development costs, and incremental leasing commitments. King Soopers is working to obtain a lease commitment of 20 years and the ability to renew the lease for up to 99 years.

The existing King Soopers was built in 1960 and was remodeled in 1988. The store is outdated and the site is in need of rehabilitation in order to meet the expectations of today's shoppers. The existing store would be demolished along with all retail space that surrounds the existing store. The parking lot will be reconfigured and a significant amount of landscaping will be added to the site. The redevelopment effort will result in increased visibility and provide customers with direct access to a much improved shopping experience.

The redevelopment plan increases the size of the store from 42,298 square feet to 78,000 square feet, including a drive-thru pharmacy. A fuel center will be included on the south side of the store. King Soopers hopes to begin demolition of the existing site in January 2012, with a projected grand opening in November 2012.

Based upon Council's goal to attract new sales and use tax to the City of Englewood and retain and expand existing jobs in the City, the proposed agreement is presented for City Council consideration. If Council approves the agreement, any assistance would be contingent upon the opening of the new King Soopers no later than August 31, 2013.

Assistance is being requested to offset the cost of certain improvements that benefit a larger area beyond the redevelopment site. Under the proposed agreement, King Soopers would fund the construction of these improvements and the City would rebate the cost of the improvements. These improvements and their estimated costs are listed in Exhibit B to the Resolution. Although the costs estimates (opinion of probable costs) indicate a total probable cost of $560,415, the agreement stipulates that a maximum amount of $510,500 will be reimbursed. Public Works and Utilites staff have reviewed the estimated costs for the various improvements and have indicated that the estimates are reasonable for the proposed work.

The requested assistance would be provided by rebating new sales and use tax derived from the reconstruction and expansion of the store. Major provisions of the Agreement are:

- The City would rebate 50% of the use tax revenues actually collected by the City that are derived from the City's 3.5% use tax on equipment (furniture, fixtures and equipment) at move-in.
- The City would rebate 50% of the sales tax revenues actually collected by the City that are derived from the City's 3.5% sales tax on taxable retail sales during the first four years of operation.
- Total assistance would be capped at $510,500.
- The City would retain all one-time building permit fees and building use tax at move-in.
- The maximum four-year rebate would run concurrent with the opening of the new store.
- Annual payments are subject to annual budget appropriations.

The rebate payments are based upon <u>actual</u> revenues generated by the store. Payments cease after $510,500 is paid or at four years, whichever comes first. After that, all revenues accrue to the City. It is estimated that new sales tax revenues generated by the new store will be between $300,000 and $350,000 per year. These estimates are reasonable given that the size of the store is nearly doubling. The additional uses of pharmacies and fuel stations also tend to increase customer spending.

This agreement follows the City's goals of retaining and expanding existing jobs, generating new sales and use tax to Englewood, and encouraging the revitalization of an existing shopping center. Staff concurs with King Soopers that redevelopment of the anchor store for this shopping center will encourage increased patronage and interest in the entire shopping center.

FISCAL IMPACT:

The City would rebate 50% of the sales and use tax revenue from the new King Soopers store, for a period of up to four years, or a maximum of $510,500, whichever comes first. The 50% rebate on use tax on furniture, fixtures and equipment will be a one-time rebate upon move-in and 50% of the sales tax will be rebated in years one through four. The remaining 50% of the use and sales tax revenue will go to the City's general funds. The proposed rebates exclude one-time permit fees and building use tax, which will be paid upon issuance of a building permit. These one-time fees in addition to 50% of the use tax on furniture, fixtures and equipment will offset the loss in sales tax revenue during the estimated 10 months the store will be closed.

King Soopers estimates that new revenue to the City will total $1.877 million during the first five years of operation. After the requested assistance payments, the City would net $1.367 million in new revenue during the first five years.

Attachments:

Memorandum from Public Works Director, Rick Kahm
Renderings of proposed improvements
Resolution with attached Exhibits:

A. Redevelopment Assistance Agreement
B. Memorandum from Galloway Listing Improvements and Estimated Costs
C. Site Plan

MEMORANDUM

TO: Alan White, Director
Community Development

FROM: Rick Kahm, Director ✓
Public Works

DATE: November 29, 2011

SUBJECT: King Soopers #4-109 Redevelopment

Public Works and Utilities Department staff have reviewed cost estimates from Galloway for the proposed redevelopment of King Soopers Store #4/109. We believe the cost estimates provided are reasonable for the proposed work.

/lt
att

Galloway
Planning. Architecture. Engineering.

Date: *11/22/2011*
Project: *KS#4/109 (Englewood, CO)*
Location: *5050 South Federal Blvd.*

Preliminary Opinion of Probable Cost

OPC based on Galloway plans dated 11/22/2011

	ON-SITE IMPROVEMENTS (KING SOOPERS)	Quantity	Unit	Unit Cost	Total
1					
2					
3	**Storm Water Quality (Englewood only)**				
4	Infiltration water quality basins (Landscaping, sand/peat membrane)	4600	CU. FT.	$15.00	$69,000.00
5	Concrete basin walls, concrete spill pans	160	L..F.	$20.00	$3,200.00
6	4" PVC pipe	1650.00	L.F.	$11.00	$18,150.00
7	SWPPP Installation & Maintenance	7.20	ACRES	$3,500.00	$25,200.00
8	**Total cost**				**$115,550.00**
9					
10	**Belleview Access Modifications/Relocation**				
11	Demo exisiting access	4405	S.F.	$12.00	$52,860.00
12	Standard Duty Asphalt (10" Full Depth - assumed)	420	S.F.	$3.25	$1,365.00
13	Reinforced Concrete Paving (10" Depth) (includes ADA route)	2750	S.F.	$8.00	$22,000.00
14	CDOT Type 2 Curb and Gutter	45	L.F.	$16.00	$720.00
15	6' Wide Concrete Sidewalk	97	S.Y.	$40.00	$3,880.00
16	6" Colored and Pattern concret island	245	S.F.	$15.00	$3,675.00
17	CDOT Type 3A Concrete Handicap Ramp	2	EA.	$1,200.00	$2,400.00
18	Traffic Control Signs	6	EA.	$250.00	$1,500.00
19	Traffic Control during construction	1	EA.	$6,000.00	$6,000.00
20	2"-4" rotomill and patching	190	S.Y.	$18.00	$3,420.00
21	12" Scarify and recompact	5000	S.F.	$1.25	$6,250.00
22	CDOT Type 2A Concrete Handicap Ramp	3	EA.	$2,500.00	$7,500.00
23	**Total cost**				**$111,570.00**
24					
25	**Water - Fire Protection**				
26	Fire Hydrant Assembly	5	EA.	$3,500.00	$17,500.00
27	8" PVC Water Line	1445	L.F.	$24.00	$34,680.00
28	6" DIP Water Line	70	L.F.	$20.00	$1,400.00
29	3" Copper Water Service	20	L.F.	$28.00	$560.00
30	8" Fittings (bends, tees, crosses)	16	EA.	$850.00	$13,600.00
31	6" Fittings (bends, tees, crosses)	0	EA.	$750.00	$0.00
32	12" ~8" reducer,	2	EA.	$650.00	$1,300.00
33	12" x 12" cross and tee	2	EA.	$2,500.00	$5,000.00
34	8" Gate Valve, stem and Valve box	7	EA.	$1,300.00	$9,100.00
35	6" Gate Valve, stem and Valve box	6	EA.	$1,100.00	$6,600.00
36	Thrust Block	14	EA.	$150.00	$2,100.00
37	Water Meter Assembly & Pit	1	EA.	$2,500.00	$2,500.00
38	**Total cost**				**$94,340.00**
39					
40	**Storm Sewer Upgrades and Conveyance (Englewood only)**				
41	Demo existing 36" Pipe	246	L.F.	$20.00	$4,920.00
42	Demo exiting inlets & Manholes	3	EA	$500.00	$1,500.00
43	18" RCP Storm Pipe	52	L.F.	$33.00	$1,716.00
44	15" RCP Storm Drain	494	L.F.	$28.00	$13,832.00
45	36" RCP Storm Pipe Class IV	35	L.F.	$65.00	$2,275.00
46	29" x 45" RCP Class IV	211	L.F.	$110.00	$23,210.00
47	Type 13 Comb Inlet - single	8	EA.	$3,100.00	$24,800.00
48	Type R inlet - single	1	EA,	$4,000.00	$4,000.00
49	6'- Dia Manhole	6	EA.	$4,800.00	$28,800.00
50	**Total cost**				**$105,053.00**
51					
52	Underground Xcel Power (3phase) and Century Link communiction line	1	EA	$90,000.00	$90,000.00
53	**Sub-total - On-Site Improvements (Englewood)**				$516,513.00
54	General Contractors General Conditions	3.50%			$18,077.96
55	General Contractors OH & Profit	5.00%			$25,825.65
56	*TOTAL ON-SITE PUBLIC IMPROVEMENTS (ENGLEWOOD)				*$560,416.61*

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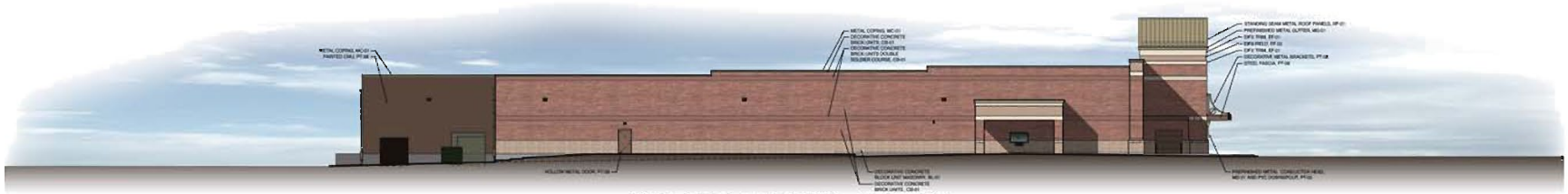
KING SOOPERS BUILDING #109 - ENGLEWOOD, CO

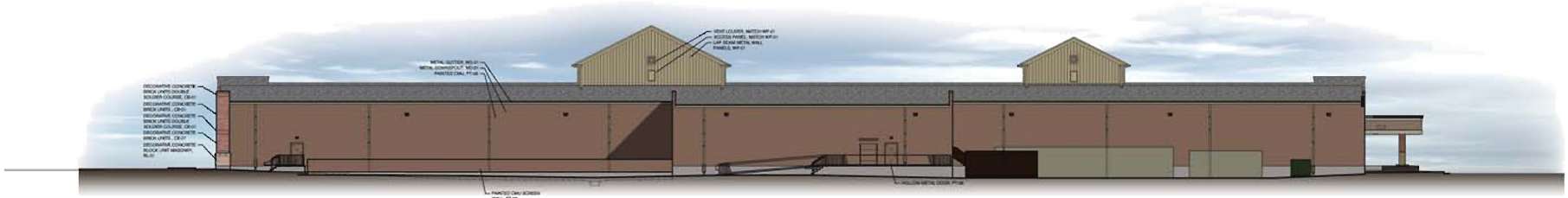
CONCEPTUAL SITE PLAN - 11/21/2011

5300 DTC Parkway, Suite 100
Greenwood Village, CO 80111
303.770.8884 O
303.770.3636 F
www.gallowayUS.com

FRONT ELEVATION - WEST



SIDE ELEVATION - NORTH



REAR ELEVATION - EAST

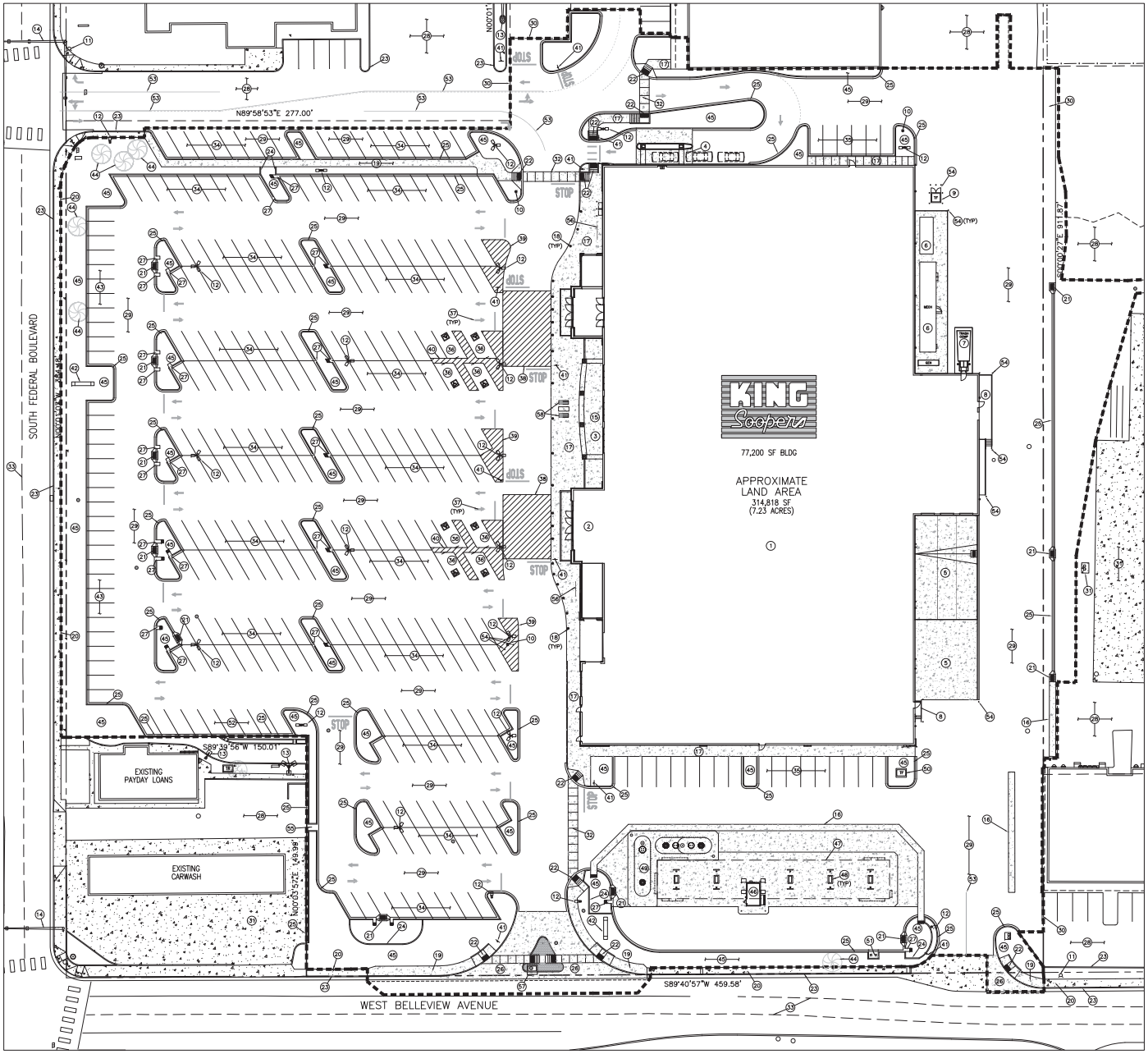
SIDE ELEVATION - SOUTH

King Soopers KS-109

October 19, 2011

Englewood, CO
511042

architecture + design



SITE LEGEND

- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY BOUNDARY LINE
- SECTION LINE
- EASEMENT BOUNDARY LINE
- TRAFFIC DIRECTION
- PARKING COUNT
- SITE LIGHTING
- WALL PACK LIGHT
- EXISTING STREET LIGHT
- EXISTING TRAFFIC SIGNAL POLE
- PROPOSED TRAFFIC SIGNAL POLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING MANHOLE COVER
- PROPOSED MANHOLE COVER
- UTILITY PEDESTAL
- EXISTING INLET
- PROPOSED INLET
- CART CORRAL (APPROXIMATE LOCATION)
- CAR STACKING SPACE
- EXISTING FENCE TO REMAIN
- EXISTING TO REMAIN
- EXISTING TO BE REMOVED
- PROPOSED NEW
- PROJECT LIMITS

SITE SCHEDULE

1. PROPOSED 77,200 SF KING SOOPERS MARKET PLACE STORE (SEE ARCHITECTURAL PLANS)
2. PROPOSED VESTIBULE (SEE ARCHITECTURAL PLANS)
3. PROPOSED OVERHEAD CANOPY AND COLUMNS (SEE ARCHITECTURAL PLANS)
4. PROPOSED PHARMACY DRIVE UP CANOPY AND DRIVE LANES (SEE ARCHITECTURAL PLANS)
5. PROPOSED CONCRETE LOADING DOCK (SEE ARCHITECTURAL PLANS)
6. PROPOSED MECHANICAL ENCLOSURE AREA (SEE ARCHITECTURAL PLANS)
7. PROPOSED TRASH COMPACTOR (SEE ARCHITECTURAL PLANS)
8. PROPOSED EGRESS LANDING WITH STAIRS OR RAMP (SEE ARCHITECTURAL PLANS)
9. PROPOSED KING SOOPERS TRANSFORMER BY XCEL (SEE ARCHITECTURAL PLANS)
10. PROPOSED FIRE HYDRANT (SEE WATER LINE PLANS)
11. EXISTING FIRE HYDRANT TO REMAIN
12. PROPOSED SITE LIGHT (SEE PHOTOMETRIC PLAN FOR DETAILS)
13. EXISTING SITE LIGHT TO REMAIN
14. EXISTING SIGNAL POLE TO REMAIN
15. PROPOSED OUTDOOR SALES AREA
16. PROPOSED 4' CONCRETE CROSSPAN
17. PROPOSED CONCRETE SIDEWALK AT FRONT OF BUILDING (SEE ARCHITECTURAL PLANS)
18. PROPOSED BOLLARD ALONG FRONT SIDEWALK (SEE SITE DETAIL SHEETS)
19. PROPOSED CONCRETE SIDEWALK (SEE SITE DETAIL SHEETS AND HORIZONTAL CONTROL PLAN)
20. EXISTING SIDEWALK TO REMAIN
21. PROPOSED TYPE 13 COMB INLET
22. PROPOSED ADA RAMP (SEE SITE DETAIL SHEETS)
23. EXISTING CURB AND GUTTER TO REMAIN
24. PROPOSED 18" X 6" VERTICAL CONCRETE WALL (SEE SHEET CS1.5)
25. PROPOSED 6" VERTICAL CURB AND 12" GUTTER (ON-SITE) (SEE SITE DETAIL SHEET)
26. PROPOSED CDOT CONCRETE CROSSPAN (SEE SHEET CS1.6)
27. PROPOSED DRAINAGE 30" WIDE CONCRETE CURB CUT
28. EXISTING ASPHALT TO REMAIN
29. PROPOSED ASPHALT PAVING (ON-SITE) (SEE PAVING PLAN, CS1.6)
30. PROPOSED EDGE NEW OF ASPHALT PAVEMENT LIMITS
31. EXISTING CONCRETE PAVING TO REMAIN
32. PROPOSED 6" WIDE COLORED (SUNSET ROSE) CONCRETE ACCESS WALK (SEE SITE DETAIL SHEET)
33. EXISTING ROADWAY STRIPING TO REMAIN
34. PROPOSED 9' X 19' 60 DEGREE ANGLED PARKING STALL
35. PROPOSED 9' X 19' 90-DEGREE PARKING STALL
36. PROPOSED ADA PARKING STALL WITH PAINTED ACCESS AISLE AND SIGNAGE
37. PROPOSED PAINTED MARKINGS AND SYMBOLS (SEE SITE DETAIL SHEETS)
38. PROPOSED PAINTED CROSSWALK (SEE SHEET CS1.7)
39. PROPOSED STRIPED ISLAND (PAINT TRAFFIC YELLOW, 4" WIDE, 2' O.C.)
40. PROPOSED STRIPED MEDIAN (PAINT TRAFFIC YELLOW, 4" WIDE, 2' O.C.)
41. PROPOSED STOP SIGN PER MUTCD (SEE SITE DETAIL SHEET)
42. PROPOSED CENTER MONUMENT SIGN (SEE CS1.4 FOR DETAILS)
43. PROPOSED 9'X17' 90 DEGREE PARKING
44. EXISTING LANDSCAPING TO REMAIN, SEE LANDSCAPE PLAN
45. PROPOSED LANDSCAPING AREA (SEE LANDSCAPE PLANS FOR DETAILS)
46. PROPOSED 112 SF FUELING KIOSK (BY FUELING CONTRACTOR)
47. PROPOSED FUELING CANOPY (BY FUELING CONTRACTOR)
48. PROPOSED MULTI-PRODUCT FUELING DISPENSER (TYP. 6) ON CONCRETE ISLAND (BY FUELING CONTRACTOR)
49. PROPOSED UNDERGROUND STORAGE TANK (BY FUELING CONTRACTOR)
50. PROPOSED FUELING FACILITY TRANSFORMER (BY FUELING CONTRACTOR)
51. PROPOSED AIR COMPRESSOR STATION AND PAY PHONE (BY FUELING CONTRACTOR)
52. PROPOSED 9'X19' - 9'X18'-6" 60 DEGREE PARKING STALL
53. PROPOSED WHITE TURN LANE STRIPE (4" WIDE)
54. PROPOSED 4"ø CONCRETE BOLLARD
55. PROPOSED 4' WIDE CONCRETE CURB CUT
56. PROPOSED RIBBON BICYCLE RACK
57. PROPOSED 5' TYPE R INLET
58. PROPOSED (2)-6' STEEL PARK BENCHS AND TABLE SURFACE MOUNTED (STREETSCAPES JASB-06, TABULANOVA-7831)

No.	REVISION	DES. BY	DRAWN BY	DATE
1	PERMIT SUBMITAL	MFD	SEF	11/03/2011

Galloway
Planning, Architecture, Engineering
6300 DTC Parkway, Suite 100
Greenwood Village, CO 80111
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303.770.5886 F
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King Soopers
Supermarket
Petroleum
65 Tejon St.
Denver, CO 80223
Phone (303) 871-5000
Fax (303) 871-5252

KING SOOPERS #109
CONSTRUCTION DRAWINGS

5050 SOUTH FEDERAL BOULEVARD
ENGLEWOOD, COLORADO

Project No:	KSS000109
Sheet Scale:	1"=30'
Designed By:	MFD
Drawn By:	SEF
Date:	OCTOBER 14, 2011
Disk File:	KSS109_CS1.2-Site

SITE PLAN

CS1.2

RESOLUTION NO. _____
SERIES OF 2011

A RESOLUTION APPROVING A REDEVELOPMENT ASSISTANCE AGREEMENT WITH DILLON COMPANIES, INC., A KANSAS CORPORATION (KING SOOPERS), FOR THE REDEVELOPMENT AND EXPANSION OF A NEW STORE AT 5050 SOUTH FEDERAL BOULEVARD IN ENGLEWOOD, COLORADO.

WHEREAS, the successful attraction and retention of high quality development to the City of Englewood provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Englewood to attract new sales and use tax revenue in the City and remain competitive with other local governments in creating assistance for redevelopment of existing space in the City; and

WHEREAS, King Soopers' plans to demolish and reconstruct a new 78,000 square feet store at 5050 South Federal Boulevard in Englewood; and

WHEREAS, pursuant to the provisions of Section 31-15-903, C.R.S., the City has the authority to negotiate for incentive payments or credits with taxpayers who establish new business facilities or who expand existing business facilities; and

WHEREAS, there has been proposed a Redevelopment Assistance Agreement between the City and Dillon Companies, Inc., a Kansas corporation, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, pursuant to the Constitution of the State of Colorado, and the Home Rule Charter and ordinances of the City of Englewood, the City has authority to enter into the proposed Redevelopment Assistance Agreement; and

WHEREAS, the City Council finds that the proposed Redevelopment Assistance Agreement is consistent with and in furtherance of the business assistance policies of the City, and desires to approve the Agreement and authorize its execution and implementation;

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

Section 1. The proposed Redevelopment Assistance Agreement between the City of Englewood and Dillon Companies, Inc., a Kansas Corporation (dba King Soopers) is hereby approved, a copy of which is attached hereto as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City Council of the City of Englewood.

ADOPTED AND APPROVED this 5th day of December, 2011.

ATTEST:

_____
Randy P. Penn, Mayor

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2011.

_____
Loucrishia A. Ellis, City Clerk

Exhibit A

REDEVELOPMENT ASSISTANCE AGREEMENT FOR DILLON COMPANIES, INC., A KANSAS CORPORATION (KING SOOPERS), IN THE CITY OF ENGLEWOOD

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2011, between the CITY OF ENGLEWOOD, a Colorado home rule municipal corporation (the "City"), and DILLION COMPANIES, INC., a KANSAS CORPORATION (King Soopers).

WHEREAS, the City wishes to provide certain business assistance in connection with King Soopers' redevelopment and expansion to an approximately 78,000 square foot store at 5050 South Federal Boulevard in Englewood, Colorado (the project); and

WHEREAS, King Soopers plans to lease this space for 20 years, with options to continue the lease for 99 years; and

WHEREAS, King Soopers plans for the project to generate new sales and use tax revenue, and create new jobs in the City; and

WHEREAS, City Council finds the execution of this Agreement will serve to provide benefit and advance the public interest and welfare of the City and its citizens by retaining and expanding this store within the City.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Dillon Companies, Inc. a Kansas corporation, agree as follows:

1. Sales and Use Tax Rebates. The City shall rebate to King Soopers, 50% of the sales and use tax revenues derived from the imposition of the City's 3.5% general sales and use tax that are actually collected by the City and attributable to retail sales occurring at the project location of 5050 South Federal Boulevard and generated by King Soopers for the first four years of operation. The rebate period shall commence upon the temporary certificate of occupancy for King Soopers. Rebates shall not exceed $510,500 or four years of operation, which ever comes first.

2. Payment of Rebates. The sales and use tax rebates shall be paid by the City in annual installments, for the previous 12 months, and shall be made on or before January 31st. No interest shall be paid on amounts subject to rebate.

3. Use of Funds. Funds rebated pursuant to this Agreement shall be used by King Soopers solely for obligations and/or improvements permitted in Exhibit B.

4. Entire Agreement. This instrument shall constitute the entire agreement between the City and King Soopers and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

Drew Warot, Real Estate
King Soopers, Inc.
65 Tejon Street

Denver, CO 80223

5. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if King Soopers has not completed the project (as evidenced by the issuance of a temporary certificate of occupancy); within 11 months following commencement of construction; or should fail to comply with any City code, after written notice of such failure and expiration of a 30 day cure period.

6. Subordination. The City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

7. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20, or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. King Soopers understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or recourse to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.

8. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with the City of Englewood City Charter and the City of Englewood Municipal Code. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in a good faith the services of a mutually acceptable, qualified, and experienced mediator or panel of mediators for the purpose of resolving such dispute. In the event such dispute is not fully resolved by mediation or otherwise within 60 days after a request for mediation by either party, then either party may commence legal proceedings regarding the dispute. The venue for any lawsuit concerning this agreement shall be in the District Court for Arapahoe County, Colorado.

9. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. .

10. Assignment. This Agreement is personal to King Soopers. King Soopers may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the expressed written authorization of the City Council. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.

11. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and Dillon Companies, a Kansas corporation and the City shall never be liable or responsible for any debt or obligation of Dillon Companies, a Kansas corporation.

DILLON COMPANIES, INC., A KANSAS CORPORATION (KING SOOPERS, INC.)

By: _____
Name of Signatory
RUSSELL J. DISPENSE
APPROVED SKG 11-28-11 LAW DEPT.
ATTEST:

_____
Secretary

CITY OF ENGLEWOOD

_____
Mayor
Randy P. Penn
ATTEST:

_____
City Clerk
Loucrishia A. Ellis

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Planning. Architecture. Engineering

Exhibit B

November 21, 2011

Drew Warot
Kroger/King Soopers Inc.
65 Tejon Street
Denver, Colorado 80223

Re: King Soopers Store #4/109 Public Improvement Cost Estimates

Dear Drew,

Following a detailed review of infrastructure improvement costs by the Development Review Team, the City identified a number of items that would benefit the public as part of the redevelopment of the King Soopers at Belleview and South Federal. Listed below is a Preliminary Opinion of Probable Costs, as well as a detailed report, for your review:

1) Storm Water Quality improvements	$115,550
2) Belleview Access Modifications/Relocation	$111,570
3) Fire Protection Improvements	$ 94,340
4) Storm Sewer Upgrades and Conveyance	$ 105,053
5) Undergrounding of Existing Xcel Power Line (at 50% of cost)	$ 90,000
6) Contractor Contingencies	$ 43,902
Total	**$ 560,415**

You will also find a conceptual site plan which can be used as a reference to illustrate where these improvements may take place on the site.

Sincerely,

Galloway
Matthew Duhaime P.E., P.L.S.
Project Manager

cc: File

KSS00109-MFD-Public works cost 2011-11-21.docx

Galloway
Planning. Architecture. Engineering.

Date: *11/22/2011*
Project: *KS#4/109 (Englewood, CO)*
Location: *5050 South Federal Blvd.*

Preliminary Opinion of Probable Cost

OPC based on Galloway plans dated 11/22/2011

	ON-SITE IMPROVEMENTS (KING SOOPERS)	Quantity	Unit	Unit Cost	Total
2					
3	**Storm Water Quality (Englewood only)**				
4	Infiltration water quality basins (Landscaping, sand/peat membrane)	4600	CU. FT.	$15.00	$69,000.00
5	Concrete basin walls, concrete spill pans	160	L..F.	$20.00	$3,200.00
6	4" PVC pipe	1650.00	L.F.	$11.00	$18,150.00
7	SWPPP Installation & Maintenance	7.20	ACRES	$3,500.00	$25,200.00
8	**Total cost**				**$115,550.00**
9					
10	**Belleview Access Modifications/Relocation**				
11	Demo exisiting access	4405	S.F.	$12.00	$52,860.00
12	Standard Duty Asphalt (10" Full Depth - assumed)	420	S.F.	$3.25	$1,365.00
13	Reinforced Concrete Paving (10" Depth) (includes ADA route)	2750	S.F.	$8.00	$22,000.00
14	CDOT Type 2 Curb and Gutter	45	L.F.	$16.00	$720.00
15	6' Wide Concrete Sidewalk	97	S.Y.	$40.00	$3,880.00
16	6" Colored and Pattern concret island	245	S.F.	$15.00	$3,675.00
17	CDOT Type 3A Concrete Handicap Ramp	2	EA.	$1,200.00	$2,400.00
18	Traffic Control Signs	6	EA.	$250.00	$1,500.00
19	Traffic Control during construction	1	EA.	$6,000.00	$6,000.00
20	2"-4" rotomill and patching	190	S.Y.	$18.00	$3,420.00
21	12" Scarify and recompact	5000	S.F.	$1.25	$6,250.00
22	CDOT Type 2A Concrete Handicap Ramp	3	EA.	$2,500.00	$7,500.00
23	**Total cost**				**$111,570.00**
24					
25	**Water - Fire Protection**				
26	Fire Hydrant Assembly	5	EA.	$3,500.00	$17,500.00
27	8" PVC Water Line	1445	L.F.	$24.00	$34,680.00
28	6" DIP Water Line	70	L.F.	$20.00	$1,400.00
29	3" Copper Water Service	20	L.F.	$28.00	$560.00
30	8" Fittings (bends, tees, crosses)	16	EA.	$850.00	$13,600.00
31	6" Fittings (bends, tees, crosses)	0	EA.	$750.00	$0.00
32	12" ~8" reducer,	2	EA.	$650.00	$1,300.00
33	12" x 12" cross and tee	2	EA.	$2,500.00	$5,000.00
34	8" Gate Valve, stem and Valve box	7	EA.	$1,300.00	$9,100.00
35	6" Gate Valve, stem and Valve box	6	EA.	$1,100.00	$6,600.00
36	Thrust Block	14	EA.	$150.00	$2,100.00
37	Water Meter Assembly & Pit	1	EA.	$2,500.00	$2,500.00
38	**Total cost**				**$94,340.00**
39					
40	**Storm Sewer Upgrades and Conveyance (Englewood only)**				
41	Demo existing 36" Pipe	246	L.F.	$20.00	$4,920.00
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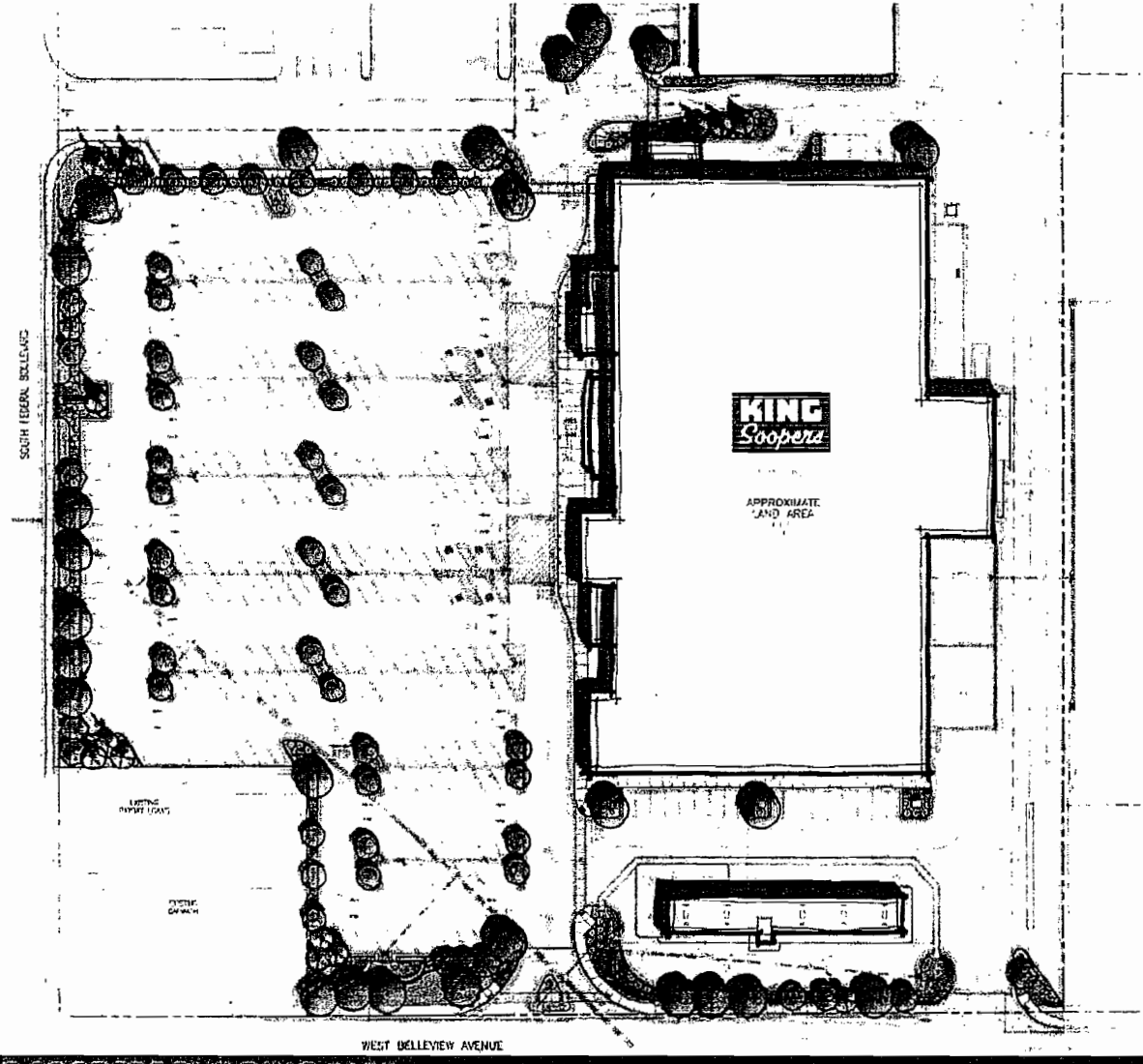
53	**Sub-total - On-Site Improvements (Englewood)**				$516,513.00
54	General Contractors General Conditions	3.50%			$18,077.96
55	General Contractors OH & Profit	5.00%			$25,825.65
56	***TOTAL ON-SITE PUBLIC IMPROVEMENTS (ENGLEWOOD)**				***$560,416.61***



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KING SOOPERS BUILDING #109 - ENGLEWOOD, CO
CONCEPTUAL SITE PLAN

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
December 5, 2011	11 c ii	Extension of the temporary suspension or moratorium on the issuance of certain building permits in the 3200, 3300, and 3400 blocks of S. Grant St. and the 3200 block of S. Sherman St.

Initiated By:	Staff Source:
Community Development Department	Alan White, Community Development Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council discussed the issue of rezoning the subject blocks at the Study Session on May 23, 2011 and requested that staff prepare a draft moratorium for discussion at the June 6, 2011 Study Session. At that session Council reviewed the draft resolution and alternative grandfathering language. On June 20, 2011 Council adopted a resolution establishing a temporary suspension on the issuance of certain building permits in the 3200, 3300 and 3400 blocks of South Grant Street and the 3200 block of South Sherman Street.

RECOMMENDED ACTION

Approve the attached Resolution for a six-month extension of the moratorium on the issuance of certain building permits in the MU-R-3-B zoned portions of the 3200, 3300, and 3400 Blocks of South Grant Street and the 3200 Block of South Sherman Street where such permits result in a change of use type or the number of dwelling units.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The subject blocks are zoned MU-R-3-B and are part of an area identified as Subarea 2 in the Medical District Small Area Plan. Current zoning allows office uses and the conversion of existing residential properties to office use. Citizens raised concerns during Small Area Plan stakeholder meetings regarding preservation of the residential character of the subject blocks. Enactment of the moratorium will provide time to prepare an analysis of existing conditions, develop options for the area including possible rezoning, and conduct the required public hearings to adopt code and/or zoning map amendments. Discussions with the Planning and Zoning Commission are underway.

Enacting the moratorium will maintain the status quo of the subject blocks and prevent further change while the area is studied. Limiting the suspension of permits to those related to change in use type allows general development, such as new roofs, remodeling, and additions, to occur. The proposed Moratorium would terminate on July 1, 2012 with the extension.

FINANCIAL IMPACT

There are no financial impacts to the City as a result of adopting this Resolution.

LIST OF ATTACHMENTS

Map of Affected Area
Tentative Schedule
Resolution

City of Englewood, Colorado

Englewood Medical District Small Area Plan:

Sub-area 2 Properties Subject to

Proposed Moratorium Preventing Change in Use

or Increases in Number of Residential Units

3200 Block of Sherman Street,
3200, 3300 Blocks of Grant Street, and
Portions of 3400 Block of Grant Street

LEGEND

- Moratorium Boundary
- Commercial-Office
- Institutional
- Residential-Multi-Family
- Residential-Single Family
- Vacant
- Single Family Rental Properties
- Subarea Boundary
- Zoning Boundaries

May 2011

0 150 300 450

Feet

M E M O R A N D U M

DATE: **August 15, 2011**

TO: **City Council**

THRU: **Alan White, Community Development Director**

FROM: **John Voboril, Long Range Planner II**

SUBJECT: **Sub-area 2 Rezoning Schedule Based on Traditional Planning Process**

Council members have asked Community Development staff to put together a tentative timeline for completing a rezoning of portions of Medical District Sub-area 2. The schedule below is based on the planning process used previously for the Medical District. This process and timeline will give staff and the Planning and Zoning Commission the opportunity to develop a rezoning proposal to be presented to stakeholders for their feedback. The proposal would be refined based on their feedback, and presented again. The refined proposal, along with all stakeholder feedback, would then be presented to City Council in order to reach a consensus as to whether or not to proceed with the rezoning, or to refer the rezoning proposal back to the Planning and Zoning Commission with proposed changes.

The process and timeline outlined below may change due to a number of factors, including holidays, Council's agenda schedule, processing of development applications requiring hearings, and other issues which may arise.

- **Sept.-Oct., 2011:** CD staff meetings to identify issues, possible solutions and regulatory approaches
- **Nov.-Dec., 2011:** PZC study session series
- **January, 2012:** CD staff meetings to prepare formal rezoning proposal
- **February, 2012:** CD staff presents rezoning proposal to stakeholders
- **March, 2012:** CD staff work with PZC to refine proposal based on stakeholders feedback
- **April, 2012:** CD staff presents refined rezoning proposal to stakeholders
- **May, 2012:** CD staff presents refined rezoning proposal to City Council
  Council Decision on whether or not to proceed, or to refer back to PZC with proposed changes
- **July, 2012:** Six month formal rezoning process may begin according to Council decision

RESOLUTION NO. _____
SERIES OF 2011

A RESOLUTION RECOMMENDING TO THE CITY MANAGER OF THE CITY OF ENGLEWOOD, COLORADO AN EXTENSION OF THE EXISTING SUSPENSION OR MORATORIUM ON THE ISSUANCE OF CERTAIN BUILDING PERMITS IN THE MU-R-3-B ZONED PORTIONS OF THE 3200, 3300, AND 3400 BLOCKS OF SOUTH GRANT STREET AND THE 3200 BLOCK OF SOUTH SHERMAN STREET FOR A PERIOD OF SIX MONTHS UNTIL JULY 1, 2012.

WHEREAS, Community Development was directed to create a proposal to conduct a community planning and visioning process for Downtown Englewood and the Swedish-Craig Medical Center Districts; and

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

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

WHEREAS, the City Council adopted, by resolutions, amendments to the Downtown and Medical District Small Area Plan on December 20, 2010; and

WHEREAS, the next step is to implement zoning in these Areas to enhance the economic development of the Medical District Small Area Plan as adopted; and

WHEREAS, there is concern relating to the preservation of the characteristics of certain portions of "Sub Area 2" of the Medical District Small Area Plan during the study and implementation of the zoning reform; and

WHEREAS, this moratorium will temporarily stop the issuance of building permits where the permit will result in a change of the existing use type or number of dwelling units; and

WHEREAS, this moratorium will help protect the public health, safety and welfare by preserving a safe, healthy, and sound environment within the City; and

WHEREAS, the Englewood City Council passed Resolution No. 48, Series of 2011, establishing a suspension or moratorium on the issuance of certain Building Permits in the MU-R-3-B Zoned portions of the 3200, 3300, and 3400 blocks of South Grant Street and the 3200 block of South Sherman Street; and

WHEREAS, the City Council finds that an additional six month moratorium or temporary suspension of the issuance of certain building permits in the 3200, 3300 and 3400 blocks of South Grant Street and the 3200 block of South Sherman Street is necessary to the implementation of any changes to the Unified Development Code.

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

Section 1. The City of Englewood, Colorado recommends that the City Manager extend the moratorium or temporary suspension on the issuance of certain building permits in the MU-R-3-B zoned portions of the 3200, 3300 and 3400 blocks of South Grant Street and the 3200 block of South Sherman Street in the City of Englewood where that permit would result in a change from the existing use type or the number of dwelling units, for a period of six months, through July 1, 2012.

Section 2. The City Council finds the provisions of this Resolution are temporary in nature and are intended to be replaced by subsequent legislative enactment so that the moratorium or temporary suspension as specified in this Resolution will terminate on July 1, 2012.

Section 3. Building Permits which have been submitted to the City on or before the date of the passage of this Resolution shall be exempt from the provisions of this moratorium.

ADOPTED AND APPROVED this 5th day of December, 2011.

ATTEST:

_____
Randy P. Penn, Mayor

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2011.

_____
Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

DATE:	AGENDA ITEM	SUBJECT:
December 5, 2011	11 c iii	DRCOG Elevator Program

INITIATED BY:	STAFF SOURCE:
Fire Department/Division of Building and Safety	Lance Smith, Chief Building Official

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION:

The proposal to contract with Colorado Code Consulting (CCC) was reviewed by City Council at the November 14, 2011 study session.

RECOMMENDED ACTION:

Staff recommends that City Council approve, by motion, authorization for Colorado Code Consulting to provide elevator/escalator inspection services, beginning January 1, 2012. Effective December 31, 2011, DRCOG will be discontinuing the Elevator/Escalator Safety Inspection Program.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED:

The Elevator Inspection Program has been in existence for approximately 30 years. DRCOG issued an RFP in an attempt to line up replacement inspectors for the program. Based on a recent meeting of south metro area building officials, CCC was rated as the company most qualified to provide these services. CCC will provide the same annual safety inspections for elevator owners at the same cost that DRCOG provided.

Several other jurisdictions are also planning to enlist the services of Colorado Code Consulting for their elevator/escalator safety inspection programs. The following have expressed support for CCC to provide elevator inspection services for their jurisdictions: Arapahoe County, Douglas County, Littleton, Greenwood Village, Cherry Hills Village, Town of Parker, and Castle Rock.

Colorado Code Consulting will sign the City's standard professional services agreement if approved by City Council.

FINANCIAL IMPACT:

All costs are passed on to the elevator owners. There will be no financial impact to the City.

LIST OF ATTACHMENTS:

CCC Proposal

COLORADO CODE
CONSULTING
LLC

Proposal

In Response to RFP Entitled:

A Request for Qualifications For Elevator/Escalator Inspections Pricing Program

Submitted to:
Denver Regional Council of Governments
Attention: Melissa Leith
1290 Broadway, Suite 700
Denver, Colorado 80203 – 5606

Submitted by:
Colorado Code Consulting, LLC
Stephen L. Thomas, President
4610 S Ulster Street, Suite 150
Denver, CO 80237
Ph: 303-400-6564
Fax: 404-693-0630
E-Mail: sthomas@coloradocode.net

Submitted September 30, 2011

QUALIFICATIONS AND EXPERIENCE 4

QUALIFICATIONS AND EXPERIENCE OF KEY STAFF 4

REFERENCES 5

COST INFORMATION 5

PROJECT AND MANAGEMENT AND SCHEDULING EXPERTISE 6

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Colorado Code Consulting, L.L.C.

Main Office
4610 S Ulster Street
Suite 150
Denver, CO 80237
(303) 400-6564
Fax: (303) 693-0630

Northern Office
811 Fourth Street
Berthoud, CO 80513
(303) 895-9988
Fax: (970) 532-2789

Mountain Office
152 Larson Lane
PO Box 1261
Frisco, CO 80443
(303) 591-9258
Fax: (970) 668-0862

September 30, 2011

Denver Regional Council of Governments
Attention: Melissa Leith
1290 Broadway, Suite 700
Denver, Colorado 80203 – 5606

Re: Request for Qualifications
Elevator/Escalator Inspections Pricing Program

Dear Ms. Leith:

Colorado Code Consulting is pleased submit this qualifications proposal to providing elevator and escalator inspections for the current DRCOG program member jurisdictions. As a member of the founding group that started the DRCOG program, we are definitely interested in providing inspections of elevators and escalators in accordance with the State of Colorado requirements. Mr. Randy Pabst in our Denver office will organize and supervise the elevator/escalator inspection program. Mr. Pabst worked as the supervisor of the DRCOG program for six years. His insight and experience with this program will provide a seamless transition from the current program. We are also speaking with the current DRCOG inspectors regarding future employment with Colorado Code Consulting. All inspectors will be nationally certified and licensed by the State of Colorado Department of Oil and Public Safety.

Colorado Code Consulting, LLC is a code consulting firm based in Denver, Colorado with satellite offices in Berthoud, Frisco and Colorado Springs. The program will be monitored and administered in the Denver office. CCC has been providing building department services to local jurisdictions across the state in the form of plan review, inspection and administration of building codes. We also provide code training seminars across the Western United States. The staff at CCC has been involved in the development of construction codes for over ten years as a company.

We have read the Request for Qualifications and agree with the provisions therein. We certify that the information and data included in this proposal is true and complete to the best or our knowledge. We look forward to meeting with the jurisdictions to finalize our contract and provide the service to them.

Sincerely,

Stephen L. Thomas
President

Qualifications and Experience

Colorado Code Consulting (CCC) was founded in 1999 by Stephen Thomas. We have been providing building department services for many jurisdictions within the State of Colorado. Our philosophy is that construction codes should be enforced as stated in each of the documents, no more and no less. CCC currently provides full building department services to the Cities of Cherry Hills Village, Lakeside, Central City and Black Hawk. We also provide plan review services for the Cities of Lakewood, Greenwood Village, Louisville, and many others.

Mr. Randy Pabst will be the primary representative for the elevator/escalator inspection program that we are proposing. Mr. Pabst worked with the Denver Regional Council of Governments (DRCOG) from 1999 to 2005 as the program manager. He left DRCOG to work with Lerch-Bates Elevator Consulting Group as their project manager for the Denver Office and later for the National Account Operations as a national accounts project manager. Unfortunately, with the economical problems over the last few years, he was laid off by Lerch-Bates in April of 2011. We are excited to have Randy to organize and supervise the elevator/escalator inspection program for CCC.

CCC has been involved in the following projects over the past three years:

Ameristar Casino & Hotel, Black Hawk, CO
Landmark Condominiums and Retail Center, Greenwood Village, CO
St. Anthony's Hospital and Medical Office Building, Lakewood, CO
Denver Crime Lab, Denver, CO
NREL Energy Systems Integration Facility, Golden, CO

Mr. Pabst has been involved with elevator/escalator inspections in the following projects over the past three years.

Dillard's National Account-Nationwide
Denver Pavilions, Denver, CO
University of Colorado Health Sciences Center, Aurora, CO
Ritz Carlton/Highlands Northstar Resort, North Lake Tahoe, CA
Federal Reserve Bank, Kansas City, MO

Qualifications and Experience of Key Staff

Stephen Thomas is the Owner and President of Colorado Code Consulting, LLC. He has over 30 years of experience with building department administration, plan review and inspections. He served as the building official for the City of Glendale from 1981 through 1999. He is a Certified Building Official with several International Code Council Certifications. Mr. Thomas served on the founding DRCOG elevator/escalator inspection program. He was involved in the development of the program and hiring of the program inspectors. He is very familiar with the inspection program and can provide the administrative expertise to ensure that the transition from the DRCOG program to CCC's program is seamless. Mr. Thomas has served on the International Code Council (ICC) Means of Egress Code Development Committee for the past seven years. He was the chairperson of the committee in 2010. He

also is a founding board member of the International Association of Building Officials. Mr. Thomas also authored a book for ICC titled, *Building Code Basics, based on the 2009 International Building Code.*

Randy Pabst will be the primary employee responsible for the organization and supervision of the elevator/escalator inspection program for CCC. Mr. Pabst has been involved with the design, installation, plan review and inspection of elevators and escalators for 23 years. He was the Chief Inspector and Program Administrator for the DRCOG Elevator/Escalator inspection program from 1999 to 2005. He is intimately familiar with the DRCOG program and what has been done over the past years. He is also very familiar with the State of Colorado Elevator/Escalator inspection requirements. Mr. Pabst is certified as an elevator/escalator inspector by NAESA.

CCC is in the process of discussing employment of the current DRCOG inspectors. If we can come to an agreement with each of them and they fit within our philosophy, we would like to add them to our staff. If they are hired, we intend to assign them to the same jurisdictions that they currently providing inspection service to. This will provide a seamless transfer of the inspections for member jurisdictions.

Resumes for Messrs. Thomas and Pabst are attached for reference. We have also included resumes of other key staff that may be involved in the administration of the program.

References

The following references are provided as requested in the Request for Qualifications.

Bill Clayton, Building Official City of Lakewood 480 S Allison Pkwy Lakewood, CO 80226 303-987-7554	Wally Marshall, Building Official City of Greenwood Village 6060 South Quebec Street Greenwood Village, CO 80111 303-486-5777
Gil Rossmiller, Building Official Town of Parker 20120 E Main Street Parker, CO 80138 303-841-1970	John Schumacher, Building Official City of Wheat Ridge 7500 W 29th Ave. Wheat Ridge, CO 80033-8001 303-235-2853
Rob Zuccaro, Community Development Director City of Cherry Hills Village 2450 East Quincy Cherry Hills Village, CO 80113 303-783-2749	Jim Thelen, Building Official City of Littleton 2255 West Berry Avenue Littleton, CO 80165 303-795-3784

Cost Information

The costs for our services under this proposal are included in Appendix A of this proposal. We will guarantee the fees for a period of one year.

Project and Management and Scheduling Expertise

CCC will work with each individual jurisdiction to develop the most efficient means of scheduling inspections of elevators and escalators. We will works as if we are members of each of the jurisdictions building department. It is our intent to continue the inspection schedule already developed by DRCOG over the years. With Mr. Pabst experience with DRCOG in the past plus the possible hiring of current inspectors, we will deliver a seamless transition between the current program and the one we will be providing.

Other Solicitation Elements

Inspection Policies

Colorado Code Consulting believes that the codes should be enforced to the fullest, no less and no more. This means that our inspectors comply with the minimum codes just like we expect design professionals and contractors to comply with them. Every correction called out by an inspector must be supported by a specific section in the code. If the requirement cannot be found in the specific code, then it is not enforceable.

Capacity to Conduct Work

CCC has hired Mr. Randy Pabst to organize and supervise our elevator inspections program. As discussed previously, we will be speaking with the current DRCOG inspectors regarding potential employment after the termination of the DRCOG program. We will hire the appropriate number of inspectors based on the number of jurisdictions selecting our firm to provide inspection services.

Subcontractors

CCC has no intention of using subcontractors to perform the requirements of the inspection program.

Program Understanding

Colorado Code Consulting, LLC understands the scope of work and responsibilities of the inspection program outlined in the Request for Qualifications. We are open to further negotiations with the each of the specific jurisdictions as needed.

Availability

CCC is ready to provide elevator and escalator inspections immediately. It is our understanding that DRCOG is no longer conducting residential elevator inspections at this time. Therefore, Mr. Pabst is available to current program jurisdictions to review plans and inspect new residential elevators as well as provide plan review services for new commercial installations. We are also ready to start the overall inspection program effective January 1, 2012 after the DRCOG program is terminated. If our services are needed prior to this date, we are open to providing the needed inspections.

Special Conditions

We have read the special conditions and agree to the terms therein.

Conclusion

Colorado Code Consulting is excited to provide this proposal to the Denver Regional Council of Governments. As a founding member of the DRCOG Elevator/Escalator Inspection program, Stephen Thomas understands the importance of these types of inspections and oversight of elevators and escalators. We are assembling a team of experts that are familiar with the program to ensure a seamless transition for the jurisdictions, contractors and owners. We feel that this is paramount in continuing the level of service that jurisdictions have come to expect. We thank you for the opportunity to submit this proposal and look forward to working with each of the jurisdictions.

Fee Schedule

Appendix A
Colorado Code Consulting, LLC
Proposed Fees
Wednesday, November 09, 2011

Inspection Type	Jurisdiction Cost	Frequency
Elevator Annual Certification Inspection (Hydraulic or Traction) Follow-up inspection as required	$180	Twice per year
Escalator Certification Inspection (Internal & External Including witnessed Step Skirt Index (8 Hr. allowance*)	$1,000	Once per year
Commercial Elevator Acceptance (new installation or major modernization) including Plan Review and 2 progress inspections	$750	Per unit
Residential Elevator Acceptance including Plan Review and 1 progress inspection	$500	Per unit
Special inspections not otherwise covered, eg. construction use, temporary use, minor modernization and safety test witnessing	$100	Per hour
5 Year Hydraulic Witnessed Test (1.5 Hr. allowance*)	$180	Per unit
5 Year Traction Witnessed Test (4 Hr. allowance*)	$450	Per unit

*billable @ $100/hr after allotted time

Revised 11/09/11

STEPHEN THOMAS, CBO

Qualifications

EDUCATION

University of Phoenix, Aurora, Colorado — 1989 –1992
- *Bachelor of Business Administration*

Community College of Denver, Denver, Colorado — 1976 – 1978
- *Civil Engineering Technology Course Work*

PROFESSIONAL EXPERIENCE

Colorado Code Consulting, Denver, Colorado — 1999 – Date
- *President*

Cherry Hills Village, Colorado — 1989 – 1999
- *Chief Building Official*

City of Glendale, Colorado — 1981 – 1999
- *Chief Building Official*

Building Department Inc., Denver, Colorado — 1977 – 1981
- *Building Inspector / Plans Examiner*

PROFESSIONAL MEMBERSHIPS & COMMITTEES

International Code Council
- *ICC Means of Egress Code Development Committee, Vice Chair - 2008*

International Conference of Building Officials
- *ICBO Chairman's Committee on Small Jurisdictions*
- *ICBO Fire & Life Code Development Committee*
- *Means of Egress Review Committee, Chairman*

Colorado Chapter ICBO
- *President - 1990*

International Association of Plumbing & Mechanical Officials

Colorado Municipal League

National Fire Protection Association

PROFESSIONAL CERTIFICATIONS

ICC
- *Certified Building Official*
- *Plans Examiner*
- *Building Inspector*
- *Plumbing Inspector*
- *Mechanical Inspector*
- *Accessibility Inspector*

FEMA
- *Emergency Program Manager*
- *Emergency Management USA*
- *Hazard Mitigation Planning*

RANDY PABST

Qualifications

EDUCATION

University of Colorado, Boulder, Colorado **1971 – 1975**

- Bachelor of Arts

PROFESSIONAL EXPERIENCE

Colorado Code Consulting **2011 - Present**
- Elevator Inspection Program Manager
- Inspector

Alternative Elevations **2011**
- Elevator Inspector

Lerch Bates, Inc. **2005 – 2011**
- National Accounts Project Manager
- Project Manager II

Denver Regional Council of Governments **1999 – 2005**
- Elevator Inspection Program Administrator
- Inspector

Dover Elevator Company 1989 – 1999
- Sales Engineer

PROFESSIONAL MEMBERSHIPS AND COMMITTEES

National Association of Elevator Safety Authorities
- Private Member

Colorado Chapter ICC
Class B Member

PROFESSIONAL CERTIFICATIONS

NAESA

- Certified Elevator Inspector C-1790
- Certified Elevator Inspector Supervisor

State of Colorado

- Type 1 Conveyance Inspector

THOMAS MEYERS, CBO

Qualifications

EDUCATION

University of Colorado, Boulder, Colorado — 1990 – 1994
- *Bachelor of Environmental Design (Architecture)*

PROFESSIONAL EXPERIENCE

City of Central, Colorado — 2004 – Date
- *Building Official*

Colorado Code Consulting, LLC — 2004 – Date
- *Vice President*

IBM, Boulder, Colorado — 2004 – Date
- *Building Official*

City and County of Broomfield, Colorado — 1995 – 2004
- *Plans Analyst*

PROFESSIONAL MEMBERSHIPS & COMMITTEES

International Code Council
- *Evaluation Services Committee, Member (2005)*
- *International Residential Code Building & Energy Committee, Member (2005), Vice Chair (2006 – 2008)*

ICBO Evaluation Services, Inc.
- *Evaluation Committee, Member (1999 – 2001) & Chairman Moderator (2002)*
- *Subcommittee on the Uniform Codes, Member (2003)*

Other Committees
- *International Accreditation Committee, Chairman Moderator (2002)*
- *CRS 9-5 Accessibility Legislative Drafting Committee, Committee Member (1999 – 2003)*
- *Colorado Chapter ICC President (2003), Code Change Committee Chairman (2001 – Date)*

PROFESSIONAL CERTIFICATIONS

International Code Council
- *Certified Building Official*
- *Certified Building Code Official*
- *Certified Housing Code Official*
- *Property Maintenance and Housing Code Inspector, 2006 IPMC*
- *Building Inspector, 2006 IBC and 1997 UBC*
- *Residential Building Inspector, 2006 IRC*
- *Plans Examiner, 2006 IBC and 1997 UBC*
- *Accessibility/Usability, 2006 IBC & CABO/ANSI A117.1-2003*
- *Mechanical Inspector, 2006 IMC or 1997 UMC*

HONORS & AWARDS

- *Colorado Chapter ICC, President's Award, 2006*
- *US Dept. of Energy-National Renewable Energy Laboratory, Solar Decathlon, Washington DC, Building Official (2005, 2007, 2009)*

OTHER ACTIVITIES OF NOTE

Detailed Information Available Upon Request
- *Training Seminars*
- *Legal Advisement*
- *Building Code Hearings*
- *ICC Public Action Hearings*
- *Publications*

RICHARD E. BECKMAN JR.

Qualifications

EDUCATION

Colorado Chapter Education Institute	2000 – DATE
Southwest Construction Codes Council	1995 – 1998
Colorado Chapter Education Institute	1993 – 1995
Uniform Plumbing Code	1991
Uniform Building Code	1990
Modesto Junior College, Modesto, California	

PROFESSIONAL EXPERIENCE

City of Blackhawk, Colorado
- *Building Official* — 2009 – DATE

City of Central, Colorado — 2005 – DATE
- *Building Inspector*

City of Littleton, Colorado
- *Plans Examiner* — 2000 – 2005
- *Combination Inspector II* — 1993 – 1995

City of Edmond, Oklahoma — 1998 – 2000
- *Building Official*

City of Chickasha, Oklahoma — 1995 – 1998
- *Building Official*

City of Patterson, California — 1990 – 1993
- *Building Inspector*

PROFESSIONAL CERTIFICATIONS

General Electrical Inspector
International Association of Electrical Inspectors
Accessibility Inspector / Plans Examiner
Building Plans Exaniner
Building Inspector
Combination Inspector
Electrical Inspector
Mechanical Inspector
Plumbing Inspector
International Code Council

GARY PRINGEY

Qualifications

EDUCATION

Colorado Mountain College, Breckenridge, Colorado — 1997 – 2000
- *Associate in Applied Science*

University of Nebraska, Lincoln, Nebraska — 1968 – 1974
- *Bachelor of Architecture*

PROFESSIONAL EXPERIENCE

Town of Frisco, Frisco, Colorado — 1994 – 2006
- *Building Official*

County of Summit, Breckenridge, Colorado — 1986 – 1994
- *Deputy Director / Chief of Inspections*

City of Littleton, Littleton, Colorado — 1984 – 1986
- *Chief Plans Examiner*

County of Summit, Breckenridge, Colorado — 1983 – 1984
- *Plans Examiner*

Hilborn, Werner, Carter & Associates, Fair Oaks, California — 1982 –1983
- *Director, Western Operations*

PROFESSIONAL MEMBERSHIPS & COMMITTEES

International Code Council — 1986 – 2006
- *CABO/MHCSS Consensus Committee*
- *Voting Delegate, City of Cherry Hills Village, Colorado*
- *Class A Member, Town of Frisco, Colorado*

Colorado Chapter, Inc. of International Code Council — 1988 – 2006
- *Code Changes Committee*
- *Standardization Committee*
- *IRC Code Changes Committee*
- *Chairman of Membership Committee*
- *Code Changes Committee*

PROFESSIONAL CERTIFICATIONS

International Code Council
- *Certified Building Official*
- *Building Inspector*
- *Building Plans Examiner*
- *Combination Inspector – Uniform Codes*
- *Electrical Inspector*
- *Fire Inspector II*
- *Light Commercial Combination Inspector – Uniform Codes*
- *Mechanical Inspector*
- *Plumbing Inspector*
- *Prestressed Concrete Special Inspector*
- *Reinforced Concrete Special Inspector*
- *Residential Combination Inspector*
- *Structural Masonry Special Inspector*
- *Uniform Fire Code Inspector UFC*

OTHER ACTIVITIES OF NOTE

Lake Dillon Fire-Rescue (1989 – 2001)
- Volunteer Firefighter / Engineer
- EMT-B
- State of Colorado Firefighter II