

**Agenda for the  
Regular Meeting of the  
Englewood City Council  
Monday, February 6, 2012  
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 January 17, 2012.
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. Ona Wigginton will be present to accept the City of Englewood's 2012 Aid to Other Agencies financial contribution to the Denver Hospice.
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

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.

8. Communications, Proclamations, and Appointments.
  - a. A resolution appointing Robert Baird to the Englewood Public Library Board.
  - b. A resolution reappointing Susan Bayless to the Keep Englewood Beautiful Commission.
  - c. A resolution recommending the appointment of Judy Browne as an alternate member of the Englewood Housing Authority
  - d. A resolution reappointing Tom Burns to the Englewood Urban Renewal Authority.
  - e. A resolution appointing Doug Cohn to the Englewood Code Enforcement Advisory Committee
  - f. A resolution appointing Linda Cohn as an alternate member of the Englewood Urban Renewal Authority.
  - g. A resolution appointing Bernard Costello to the Englewood Urban Renewal Authority.
  - h. A resolution appointing Dave Cowan as an alternate member of the Englewood Transportation Advisory Committee.
  - i. A resolution appointing Miguel Drake as an alternate member of the Englewood Code Enforcement Advisory Committee.
  - j. A resolution appointing Thomas Finn as an alternate member of the Englewood Board of Adjustment and Appeals.
  - k. A resolution reappointing James Garnett to the Keep Englewood Beautiful Commission.
  - l. A resolution reappointing Julie Grazulis to the Englewood Public Library Board.
  - m. A resolution appointing Ken Haraldsen to the Englewood Election Commission.
  - n. A resolution appointing Jerad Harbaugh to the Englewood Planning and Zoning Commission.
  - o. A resolution appointing Earl Huff to the Malley Center Trust Fund.
  - p. A resolution appointing Mark Husbands to the Englewood Parks and Recreation Commission.
  - q. A resolution reappointing Thomas Kelly to the Englewood Public Library Board.
  - r. A resolution reappointing Paul Kern to the Keep Englewood Beautiful Commission.

- s. A resolution reappointing Steve King to the Englewood Planning and Zoning Commission.
- t. A resolution reappointing Chad Knoth to the Englewood Planning and Zoning Commission.
- u. A resolution appointing Jo Lay to the Englewood Water and Sewer Board.
- v. A resolution reappointing Jordan May to the Englewood Board of Adjustment and Appeals.
- w. A resolution appointing Roger Mattingly to the Keep Englewood Beautiful Commission.
- x. A resolution appointing Kaylene McCrum as an alternate member of the Englewood Cultural Arts Commission.
- y. A resolution reappointing Kaylene McCrum to the Keep Englewood Beautiful Commission.
- z. A resolution reappointing Stephanie McNutt to the Englewood Public Library Board.
- aa. A resolution appointing Daniel Miller to the Alliance for Commerce in Englewood.
- bb. A resolution appointing Karen Miller to the Englewood Parks and Recreation Commission.
- cc. A resolution appointing John Moore as an alternate member of the Englewood Water and Sewer Board.
- dd. A resolution appointing Barbara Oxford to the Englewood Nonemergency Employees Retirement Board.
- ee. A resolution appointing Angela Schmitz to the Englewood Board of Adjustment and Appeals.
- ff. A resolution appointing Steve Scott to the Keep Englewood Beautiful Commission.
- gg. A resolution reappointing Catherine Townley to the Keep Englewood Beautiful Commission.
- hh. A resolution appointing Catherine Townley as an alternate member of the Englewood Planning and Zoning Commission.
- ii. A resolution reappointing Jessie Van Gundel to the Keep Englewood Beautiful Commission.
- jj. A resolution reappointing Clyde Wiggins to the Englewood Water and Sewer Board.

9. Consent Agenda Items.
  - a. Approval of Ordinances on First Reading.
    - i. Council Bill No. 4 – Recommendation from the Englewood Office of Emergency Management to adopt a bill for an ordinance approving the application for a 2012 Emergency Management Program Grant. This grant will fund the Emergency Management Specialist position, as well as other expenses related to operations planning and disaster preparedness. **Staff Source: Steve Green, Emergency Management Coordinator.**
  - b. Approval of Ordinances on Second Reading.
    - i. Council Bill No. 1 – Making changes to the NonEmergency Employees Retirement Plan (NERP).
  - c. Resolutions and Motions.
10. Public Hearing Items. (None Scheduled.)
11. Ordinances, Resolutions and Motions
  - a. Approval of Ordinances on First Reading.
    - i. Council Bill No. 2 – Recommendation from the Fire Department to adopt a bill for an ordinance approving the application for, and receipt of, 2011 FEMA U.S. Department of Homeland Security Assistance to Firefighters Grant Award for the overhaul and update of the three fire station exhaust extraction systems and the purchase of a radiation monitoring kit. **Staff Source: Kraig Stovall, Training Chief.**
    - ii. Council Bill No. 3 – Recommendation from the Englewood Office of Emergency Management to adopt a bill for an ordinance approving the application for a 2011 Emergency Management Performance Grant Special Project Grant to help fund an upgrade to the City's emergency mass notification siren system to conform with FCC requirements. **Staff Source: Steve Green, Emergency Management Coordinator and Tim Englert, Police Commander, Support Services Division.**
    - iii. Council Bill No. 5 – Recommendation from the Community Development Department to adopt a bill for an ordinance approving an intergovernmental agreement with the Denver Regional Transportation District (RTD) authorizing funding for the Englewood, Oxford, and Bates Station Area Master Plan. **Staff Source: John Voboril, Long Range Planner II.**

- iv. Council Bill No. 6 – Recommendation from the Police Department to adopt a bill for an ordinance approving an intergovernmental agreement with the State of Colorado that will authorize the City to act as a Fiscal Agent on behalf of the Peace Officer Standards and Training (POST) Board Greater Metro Region Training Committee. **Staff Source: John Collins, Chief of Police.**
    - b. Approval of Ordinances on Second Reading.
    - c. Resolutions and Motions.
      - i. Recommendation by the Community Development to approve a resolution adopting the *Englewood Complete Streets Toolbox* as a supplementary City policy document to *Roadmap Englewood: The 2003 Englewood Comprehensive Plan*. **Staff Source: John Voboril, Long Range Planner II.**
      - ii. Recommendation from the Community Development Department to adopt a resolution extending, for a period of six months, the moratorium on enforcement of sections of the Sign Code pertaining to banners, temporary signage, and wall murals. **Staff Source: Alan White, Director of Community Development.**
      - iii. Recommendation from the Human Resources Department to adopt a resolution approving a memorandum of understanding amending the Collective Bargaining Agreement between the City and Englewood Firefighters Association for 2012-2013. **Staff Source: Sue Eaton, Director of Human Resources.**
- 12. General Discussion.
  - a. Mayor's Choice.
  - b. Council Members' Choice.
    - i. A resolution supporting the Englewood Housing Authority and Community Housing Development Association, Inc. application for public and private funding for the rehabilitation of Canterbury East Apartments located at 3550 South Delaware Street and Canterbury South Apartments located at 3600 South Delaware Street in Englewood.
- 13. City Manager's Report.
- 14. City Attorney's Report.
- 15. Adjournment.

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING ROBERT BAIRD TO THE PUBLIC LIBRARY  
BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Public Library Board prepares and recommends to City Council a master plan for the development and maintenance of the City library system as well as policy issues; and

WHEREAS, there is a vacancy on the Englewood Public Library Board; and

WHEREAS, Robert Baird has applied to serve as a member of the Englewood Public Library Board;

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

Section 1. Robert Baird is hereby appointed to the Englewood Public Library Board. Robert Baird's term will be effective immediately and will expire February 1, 2016.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION REAPPOINTING SUSAN BAYLESS TO THE KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, Susan Bayless is a current member of the Keep Englewood Beautiful Commission; and

WHEREAS, Susan Bayless' term expired February 1, 2012; and

WHEREAS, Susan Bayless has applied for reappointment to the Keep Englewood Beautiful Commission for another term;

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

Section 1. Susan Bayless is hereby reappointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Susan Bayless' term will be effective immediately and will expire February 1, 2014.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION RECOMMENDING JUDY BROWNE FOR APPOINTMENT AS AN ALTERNATE MEMBER TO THE HOUSING AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Housing Authority has a commitment to provide housing to low and moderate income families within the City of Englewood; and

WHEREAS, Judy Browne has graciously offered to serve on the City of Englewood’s boards and commissions; and

WHEREAS, currently there are no vacancies on the boards and commissions; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Authority she will be serving on so that she can maintain an understanding of the current issues and rules; and

WHEREAS, while an alternate will not be able to vote at the meetings, she is nevertheless requested to attend as many meetings as possible to get a feel for the membership and issues; and

WHEREAS, the Mayor desires to appoint Judy Browne as an alternate to the Englewood Housing Authority; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

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

Section 1. Judy Browne is hereby appointed to the Englewood Housing Authority for the City of Englewood, Colorado, as an alternate member.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

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Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION REAPPOINTING TOM BURNS TO THE URBAN  
RENEWAL AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Urban Renewal Authority has the statutory authority to undertake projects which it finds necessary for the physical development of municipal land use including the improvement of areas within the City; and

WHEREAS, Tom Burns is a current member of the Englewood Urban Renewal Authority;  
and

WHEREAS, Tom Burns' term expired February 1, 2012; and

WHEREAS, Tom Burns has applied for reappointment to the Englewood Urban Renewal Authority; and

WHEREAS, the Mayor, with the approval of the Englewood City Council, desires to reappoint Tom Burns to the Englewood Urban Renewal Authority;

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

Section 1. Tom Burns is hereby reappointed to Englewood Urban Renewal Authority. Tom Burns' term will be effective immediately and will expire February 1, 2017.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING DOUG COHN TO THE CODE ENFORCEMENT  
ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the  
Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, Doug Cohn has applied to serve as a member of the Englewood Code  
Enforcement Advisory Committee; and

WHEREAS, the Englewood City Council desires to appoint Doug Cohn to the Englewood  
Code Enforcement Advisory Committee;

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

Section 1. Doug Cohn is hereby appointed to the Englewood Code Enforcement Advisory  
Committee. Doug Cohn's term will be effective immediately and will expire  
July 1, 2013.

ADOPTED AND APPROVED this 6th day of February, 2012.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

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\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING LINDA COHN AS AN ALTERNATE MEMBER TO THE URBAN RENEWAL AUTHORITY FOR THE CITY OF ENGLEWOOD.

WHEREAS, the Englewood Urban Renewal Authority has the statutory authority to undertake projects which it finds necessary for the physical development of municipal land use including the improvement of areas within the City; and

WHEREAS, Linda Cohn has graciously offered to serve on the City of Englewood’s boards and commissions; and

WHEREAS, currently there are no vacancies on the boards and commissions; and

WHEREAS, the Englewood City Council desires to appoint Linda Cohn as alternate member to the Urban Renewal Authority; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Authority she will be serving on so that she can maintain an understanding of the current issues and rules; and

WHEREAS, while the alternate will not be able to vote at the meetings, she is nevertheless requested to attend as many meetings as possible to get a feel for the membership and issues; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City.

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

Section 1. The Englewood City Council hereby appoints Linda Cohn as an alternate member of the Englewood Urban Renewal Authority.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

---

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING BERNARD COSTELLO TO THE URBAN RENEWAL  
AUTHORITY FOR THE CITY OF ENGLEWOOD.

WHEREAS, the Englewood Urban Renewal Authority has the statutory authority to undertake projects which it finds necessary for the physical development of municipal land use including the improvement of areas within the City; and

WHEREAS, there is a vacancy on the Englewood Urban Renewal Authority; and

WHEREAS, Bernard Costello has applied to serve as a member of the Englewood Urban Renewal Authority; and

WHEREAS, Bernard Costello was previously named as an alternate to the Englewood Urban Renewal Authority; and

WHEREAS, the Englewood City Council desires to appoint Bernard Costello to the Urban Renewal Authority;

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

Section 1. Bernard Costello is hereby appointed to the Englewood Urban Renewal Authority. Bernard Costello's term will be effective immediately and will expire February 1, 2017.

ADOPTED AND APPROVED this 6th day of February, 2012.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

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\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING DAVE COWAN AS AN ALTERNATE TO THE  
TRANSPORTATION ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD,  
COLORADO.

WHEREAS, the Englewood Transportation Advisory Committee has been established as an advisory committee focused on transportation issues in the City of Englewood and shall seek to promote close cooperation between the City, individuals, businesses, institutions and agencies concerned with transportation related activities; and

WHEREAS, Dave Cowan has graciously offered to serve on the City of Englewood's boards and commissions; and

WHEREAS, currently there are no vacancies on the boards and commissions; and

WHEREAS, the Englewood City Council desires to appoint Dave Cowan as alternate member to the Transportation Advisory Committee; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Board he will be serving on so that he can maintain an understanding of the current issues and rules; and

WHEREAS, while the alternate will not be able to vote at the meetings, he is nevertheless requested to attend as many meetings as possible to get a feel for the membership and issues; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

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

Section 1. The Englewood City Council hereby appoints Dave Cowan as an alternate member of the Englewood Transportation Advisory Committee.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

---

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
 SERIES OF 2012

A RESOLUTION APPOINTING MIGUEL DRAKE AS AN ALTERNATE MEMBER TO THE CODE ENFORCEMENT ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, the Code Enforcement Advisory Committee is an advisory committee focused on the activities and services of code enforcement and regulatory processes of the Neighborhood Services section of the Englewood Police Department, the Committee makes recommendations to City Council and to the City Manager or designee for improvements relating to the Neighborhood Services in the City; and

WHEREAS, Miguel Drake has graciously offered to serve on the City of Englewood's boards and commissions; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Board he will be serving on so that he can maintain an understanding of the current issues and rules; and

WHEREAS, while the alternate will not be able to vote at the meetings, he is nevertheless requested to attend as many meetings as possible to get a feel for the membership and issues; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

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

Section 1. The Englewood City Council hereby appoints Miguel Drake as an alternate member of the Code Enforcement Advisory Committee.

ADOPTED AND APPROVED this 6<sup>th</sup> day of February, 2012.

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 2012.

---

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING THOMAS FINN AS AN ALTERNATE VOTING MEMBER TO THE BOARD OF ADJUSTMENT AND APPEALS FOR THE CITY OF ENGLEWOOD.

WHEREAS, Thomas Finn has graciously offered to serve on the City of Englewood’s boards and commissions; and

WHEREAS, currently there are no vacancies on the boards and commissions; and

WHEREAS, the Englewood City Council desires to appoint Thomas Finn as alternate member to the Board of Adjustment and Appeals; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Board he will be serving on so that he can maintain an understanding of the current issues and rules; and

WHEREAS, because of the necessity of having a quorum for this quasi-judicial board and the super majority voting requirement when a regular member is absent, the alternate for this Board may participate in the hearing and vote on the case heard; and

WHEREAS, while the alternate will only vote at the meetings where a regular member is absent, he is nevertheless requested to attend as many meetings as possible to get a feel for the membership and issues; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

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

Section 1. Thomas Finn is hereby appointed as an alternate voting member of the Englewood Board of Adjustment and Appeals who may vote if another member of the Board is absent. Thomas Finn’s term will be effective immediately.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

---

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION REAPPOINTING JAMES GARNETT TO THE KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, James Garnett is a current member of the Keep Englewood Beautiful Commission; and

WHEREAS, James Garnett's term expired February 1, 2012; and

WHEREAS, James Garnett has applied for reappointment to the Keep Englewood Beautiful Commission for another term;

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

Section 1. James Garnett is hereby reappointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. James Garnett's term will be effective immediately and will expire February 1, 2014.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION REAPPOINTING JULIE GRAZULIS TO THE PUBLIC LIBRARY BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Public Library Board prepares and recommends to City Council a master plan for the development and maintenance of the City library system as well as policy issues; and

WHEREAS, Julie Grazulis is a current member of the Englewood Public Library Board; and

WHEREAS, Julie Grazulis' term expired February 1, 2012.

WHEREAS, Julie Grazulis has applied for reappointment to the Englewood Public Library Board for another term; and

WHEREAS, the Englewood City Council desires to reappoint Julie Grazulis to the Englewood Public Library Board for another term;

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

Section 1. Julie Grazulis is hereby reappointed to the Englewood Public Library Board. Julie Grazulis' term will be effective immediately and will expire February 1, 2016.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING KEN HARALDSEN TO THE ELECTION COMMISSION OF THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Election Commission is charged with recommending to City Council rules and regulations with respect to municipal elections; and

WHEREAS, there is a vacancy on the Englewood Election Commission; and

WHEREAS, Ken Haraldsen has applied to serve as a member of the Englewood Election Commission;

WHEREAS, the Englewood City Council desires to appoint Ken Haraldsen to the Englewood Election Commission.

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

Section 1. Ken Haraldsen is hereby appointed to the Englewood Election Commission. Ken Haraldsen's term will be effective immediately with term expiring February 1, 2016.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING JERAD HARBAUGH TO THE PLANNING AND ZONING COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Planning and Zoning Commission makes recommendations to City Council regarding the master plan, the comprehensive zoning ordinance, proposed subdivisions as well as capital improvements; and

WHEREAS, there is a vacancy on the Englewood Planning and Zoning Commission; and

WHEREAS, Jerad Harbaugh has applied to serve as a member of the Englewood Planning and Zoning Commission; and

WHEREAS, the Englewood City Council desires to appoint Jerad Harbaugh to the Englewood Planning and Zoning Commission;

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

Section 1. Jerad Harbaugh is hereby appointed to the Englewood Planning and Zoning Commission. Jerad Harbaugh’s term will be effective immediately and will expire February 1, 2016.

ADOPTED AND APPROVED this 6th day of February, 2012.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

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\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING EARL HUFF TO THE MALLEY CENTER TRUST FUND BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Malley Center Trust Fund was established for the use and benefit of the Englewood Senior Citizen Recreation Center known as the Elsie Malley Centennial Center; and

WHEREAS, the Trustees recommend to the City Council appropriations from the Trust Fund for the use and benefit of the Elsie Malley Centennial Center; and

WHEREAS, there is a vacancy on the Malley Center Trust Fund Board; and

WHEREAS, Earl Huff has applied to serve as a member of the Malley Center Trust Fund Board; and

WHEREAS, the Englewood City Council desires to appoint Earl Huff to the Malley Center Trust Fund Board;

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

Section 1. Earl Huff is hereby appointed to the Malley Center Trust Fund Board. Earl Huff's term will be effective immediately and will expire February 1, 2015.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING MARK HUSBANDS TO THE PARKS AND RECREATION  
COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City has established a Parks and Recreation Commission to advise on all matters pertaining to recreation; to prepare an annual Parks and Recreation Master Plan and to review the annual Parks and Recreation Budget; and

WHEREAS, there is a vacancy in the Englewood Parks and Recreation Commission; and

WHEREAS, Mark Husbands has applied to serve as a member of the Englewood Parks and Recreation Commission; and

WHEREAS, the Englewood City Council desires to appoint Mark Husbands to the Englewood Parks and Recreation Commission;

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

Section 1. Mark Husbands is hereby appointed to the Englewood Parks and Recreation Commission. Mark Husbands's term will be effective immediately with term expiring February 1, 2016.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION REAPPOINTING THOMAS KELLY TO THE PUBLIC LIBRARY BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Public Library Board prepares and recommends to City Council a master plan for the development and maintenance of the City library system as well as policy issues; and

WHEREAS, Thomas Kelly is a current member of the Englewood Public Library Board; and

WHEREAS, Thomas Kelly's term expired February 1, 2012.

WHEREAS, Thomas Kelly has applied for reappointment to the Englewood Public Library Board for another term; and

WHEREAS, the Englewood City Council desires to reappoint Thomas Kelly to the Englewood Public Library Board for another term;

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

Section 1. Thomas Kelly is hereby reappointed to the Englewood Public Library Board. Thomas Kelly's term will be effective immediately and will expire February 1, 2016.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION REAPPOINTING PAUL KERN TO THE KEEP ENGLEWOOD  
BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, Paul Kern is a current member of the Keep Englewood Beautiful Commission; and

WHEREAS, Paul Kern's term expired February 1, 2012; and

WHEREAS, Paul Kern has applied for reappointment to the Keep Englewood Beautiful Commission for another term;

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

Section 1. Paul Kern is hereby reappointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Paul Kern's term will be effective immediately and will expire February 1, 2014.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION REAPPOINTING STEVE KING TO THE PLANNING AND ZONING  
COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Planning and Zoning Commission makes recommendations to City Council regarding the master plan, the comprehensive zoning ordinance, proposed subdivisions and capital improvements; and

WHEREAS, Steve King is a current member of the Englewood Planning and Zoning Commission; and

WHEREAS, Steve King's current term expired February 1, 2012; and

WHEREAS, Steve King has applied for reappointment to the Englewood Planning and Zoning Commission;

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

Section 1. Steve King is hereby reappointed to the Englewood Planning and Zoning Commission. Steve King's term will be effective immediately and will expire February 1, 2016.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION REAPPOINTING CHAD KNOTH TO THE PLANNING AND ZONING  
COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Planning and Zoning Commission makes recommendations to  
City Council regarding the master plan, the comprehensive zoning ordinance, proposed  
subdivisions and capital improvements; and

WHEREAS, Chad Knoth is a current member of the Englewood Planning and Zoning  
Commission; and

WHEREAS, Chad Knoth's current term expired February 1, 2012; and

WHEREAS, Chad Knoth has applied for reappointment to the Englewood Planning and  
Zoning Commission;

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

Section 1. Chad Knoth is hereby reappointed to the Englewood Planning and Zoning  
Commission. Chad Knoth's term will be effective immediately and will expire February 1,  
2016.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING JO LAY TO THE WATER AND SEWER BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Water and Sewer Board is charged with acquiring and protecting the domestic water supply and water rights from injury and pollution; and

WHEREAS, there is a vacancy in the Englewood Water and Sewer Board; and

WHEREAS, Jo Lay has applied to serve as a member of the Englewood Water and Sewer Board; and

WHEREAS, Jo Lay was previously named as an alternate voting member to the Englewood Water and Sewer Board: and

WHEREAS, the Englewood City Council desires to appoint Jo Lay to the Englewood Water and Sewer Board; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

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

Section 1. Jo Lay is hereby appointed to the Englewood Water and Sewer Board. Jo Lay's term will be effective immediately and will expire February 1, 2018.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION REAPPOINTING JORDAN MAY TO THE BOARD OF ADJUSTMENT  
AND APPEALS FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Board of Adjustments and Appeals has the authority to hear and determine appeals from the refusal of building permits and other decisions regarding the enforcement of the zoning regulations, to make exceptions to the zoning regulations and to authorize variances from the strict application of zoning regulations; and

WHEREAS, Jordan May is a current member of the Englewood Board of Adjustment and Appeals; and

WHEREAS, Jordan May's term expired February 1, 2012; and

WHEREAS, Jordan May has applied for reappointment to the Englewood Board of Adjustment and Appeals for another term;

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

Section 1. Jordan May is hereby reappointed to the Board of Adjustment and Appeals for the City of Englewood, Colorado. Jordan May's term will be effective immediately and will expire February 1, 2016.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING ROGER MATTINGLY TO KEEP ENGLEWOOD  
BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, there is a vacancy on the Keep Englewood Beautiful Commission; and

WHEREAS, Roger Mattingly has applied to serve as a member of the Keep Englewood Beautiful Commission;

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

Section 1. Roger Mattingly is hereby appointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Roger Mattingly's term will be effective immediately and will expire February 1, 2014.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING KAYLENE McCRUM AS AN ALTERNATE MEMBER TO THE CULTURAL ARTS COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, Kaylene McCrum has graciously offered to serve on the City of Englewood's boards and commissions; and

WHEREAS, currently there are no vacancies on the boards and commissions; and

WHEREAS, the Englewood City Council desires to appoint Kaylene McCrum as an alternate member to the Englewood Cultural Arts Commission; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Commission she will be serving on so that she can maintain an understanding of the current issues and rules; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

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

Section 1. The Englewood City Council hereby appoints Kaylene McCrum as an alternate member of the Englewood Cultural Arts Commission.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
 SERIES OF 2012

A RESOLUTION REAPPOINTING KAYLENE McCRUM TO THE KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, Kaylene McCrum is a current member of the Keep Englewood Beautiful Commission; and

WHEREAS, Kaylene McCrum's term expired February 1, 2012; and

WHEREAS, Kaylene McCrum has applied for reappointment to the Keep Englewood Beautiful Commission for another term;

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

Section 1. Kaylene McCrum is hereby reappointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Kaylene McCrum's term will be effective immediately and will expire February 1, 2014.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
 Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION REAPPOINTING STEPHANIE McNUTT TO THE PUBLIC LIBRARY BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Public Library Board prepares and recommends to City Council a master plan for the development and maintenance of the City library system as well as policy issues; and

WHEREAS, Stephanie McNutt is a current member of the Englewood Public Library Board; and

WHEREAS, Stephanie McNutt's term expired February 1, 2012.

WHEREAS, Stephanie McNutt has applied for reappointment to the Englewood Public Library Board for another term; and

WHEREAS, the Englewood City Council desires to reappoint Stephanie McNutt to the Englewood Public Library Board for another term;

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

Section 1. Stephanie McNutt is hereby reappointed to the Englewood Public Library Board. Stephanie McNutt's term will be effective immediately and will expire February 1, 2016.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING DANIEL MILLER TO THE ALLIANCE FOR COMMERCE IN ENGLEWOOD COMMITTEE (ACE) FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood City Council, focusing on the creation of an environment in which existing business can thrive and new business can prosper; and

WHEREAS, there is a vacancy on the Alliance for Commerce in Englewood Committee; and

WHEREAS, Daniel Miller has applied to serve as a member of Alliance for Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to appoint Daniel Miller to Alliance for Commerce In Englewood Committee;

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

Section 1. Daniel Miller is hereby appointed to Alliance for Commerce In Englewood Committee. Daniel Miller's term will be effective immediately and expiring July 1, 2013.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING KAREN MILLER TO THE PARKS AND RECREATION COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City has established a Parks and Recreation Commission to advise on all matters pertaining to recreation; to prepare an annual Parks and Recreation Master Plan and to review the annual Parks and Recreation Budget; and

WHEREAS, there is a vacancy in the Englewood Parks and Recreation Commission; and

WHEREAS, Karen Miller has applied to serve as a member of the Englewood Parks and Recreation Commission; and

WHEREAS, the Englewood City Council desires to appoint Karen Miller to the Englewood Parks and Recreation Commission;

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

Section 1. Karen Miller is hereby appointed to the Englewood Parks and Recreation Commission. Karen Miller's term will be effective immediately with term expiring February 1, 2016.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING JOHN MOORE AS AN ALTERNATE VOTING MEMBER TO THE WATER AND SEWER BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Water and Sewer Board is charged with acquiring and protecting the domestic water supply and water rights from injury and pollution; and

WHEREAS, John Moore has graciously offered to serve on the City of Englewood's boards and commissions; and

WHEREAS, the Englewood City Council desires to appoint John Moore as alternate member to the Water and Sewer Board; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Board he will be serving on so that he can maintain an understanding of the current issues and rules; and

WHEREAS, because the Water and Sewer Board Members are required to determine technical and long term water and sewer issues, including water rights litigation, the appointment of an alternate who will attend the meetings and who may sit in and vote when necessary to make a quorum or in the alternative when any member is not at a meeting would create more continuity in the process; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

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

Section 1. The Englewood City Council hereby appoints John Moore as alternate voting member of the Englewood Water and Sewer Board who may vote if another member of the Board is absent. John Moore's term will be effective immediately.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING BARBARA OXFORD TO THE NON-EMERGENCY  
EMPLOYEES RETIREMENT BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Non-Emergency Employees Retirement Board is the trustee of the  
Non-Emergency Employees Retirement Plan Fund and has the power to establish investment or  
purchasing plans as necessary; and

WHEREAS, there is a vacancy on the Englewood Non-Emergency Employees Retirement  
Board; and

WHEREAS, Barbara Oxford has applied to serve as a member of the Englewood  
Non-Emergency Employees Retirement Board; and

WHEREAS, the Englewood City Council desires to appoint Barbara Oxford to the Englewood  
Non-Emergency Employees Retirement Board;

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

Section 1. Barbara Oxford is hereby appointed to Englewood Non-Emergency Employees  
Retirement Board. Barbara Oxford's term will be effective immediately and will expire February  
1, 2016.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING ANGELA SCHMITZ TO THE BOARD OF ADJUSTMENT  
AND APPEALS FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Board of Adjustments and Appeals has the authority to hear and determine appeals from the refusal of building permits and other decisions regarding the enforcement of the zoning regulations, to make exceptions to the zoning regulations and to authorize variances from the strict application of zoning regulations; and

WHEREAS, there is a vacancy in the Englewood Board of Adjustment and Appeals; and Angela Schmitz has applied to serve as a member of the Englewood Board of Adjustment and Appeals; and

WHEREAS, the Englewood City Council desires to appoint Angela Schmitz to the Englewood Board of Adjustment and Appeals;

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

Section 1. Angela Schmitz is hereby appointed to the Englewood Board of Adjustment and Appeals. Angela Schmitz’s term will be effective immediately and will expire February 1, 2016.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING STEVE SCOTT TO KEEP ENGLEWOOD BEAUTIFUL  
COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, there is a vacancy on the Keep Englewood Beautiful Commission; and

WHEREAS, Steve Scott has applied to serve as a member of the Keep Englewood Beautiful Commission;

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

Section 1. Steve Scott is hereby appointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Steve Scott's term will be effective immediately and will expire February 1, 2013.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION REAPPOINTING CATHERINE TOWNLEY TO THE KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, Catherine Townley is a current member of the Keep Englewood Beautiful Commission; and

WHEREAS, Cathrine Townley's term expired February 1, 2012; and

WHEREAS, Catherine Townley has applied for reappointment to the Keep Englewood Beautiful Commission for another term;

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

Section 1. Catherine Townley is hereby reappointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Catherine Townley's term will be effective immediately and will expire February 1, 2014.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPOINTING CATHERINE TOWNLEY AS AN ALTERNATE MEMBER TO THE PLANNING AND ZONING COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Planning and Zoning Commission makes recommendations to City Council regarding the master plan, the comprehensive zoning ordinance, proposed subdivisions as well as, capital improvements; and

WHEREAS, Catherine Townley has graciously offered to serve on the City of Englewood's boards and commissions and currently there are no vacancies on the boards and commissions; and

WHEREAS, the Englewood City Council desires to appoint Catherine Townley as alternate member to the Planning and Zoning Commission; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Board she will be serving on so that she can maintain an understanding of the current issues and rules; and

WHEREAS, while the alternate will not be able to vote at the meetings, she is nevertheless requested to attend as many meetings as possible to get a feel for the membership and issues; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

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

Section 1. The Englewood City Council hereby appoints Catherine Townley as alternate member of the Englewood Planning and Zoning Commission.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

---

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION REAPPOINTING JESSIE VAN GUNDEL TO KEEP ENGLEWOOD  
BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, Jessie Van Gundel is a current member of the Keep Englewood Beautiful Commission; and

WHEREAS, Jessie Van Gundel's term expired February 2, 2012; and

WHEREAS, Jessie Van Gundel has applied for reappointment to the Keep Englewood Beautiful Commission for another term;

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

Section 1. Jessie Van Gundel is hereby reappointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Jessie Van Gundel's term will be effective immediately and will expire February 1, 2014.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION REAPPOINTING CLYDE WIGGINS TO THE WATER AND SEWER BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Water and Sewer Board plans for the continued adequacy of the domestic water supply and system and sanitary sewer system and shall have the power to protect the domestic water supply of the City from injury and pollution; and

WHEREAS, Clyde Wiggins is a current member of the Englewood Water and Sewer Board; and

WHEREAS, Clyde Wiggins' current term expired February 1, 2012; and

WHEREAS, Clyde Wiggins has applied for reappointment to the Englewood Water and Sewer Board; and

WHEREAS, the Englewood City Council desires to reappoint Clyde Wiggins to the Englewood Water and Sewer Board;

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

Section 1. Clyde Wiggins is hereby reappointed to Englewood Water and Sewer Board. Clyde Wiggins' term will be effective immediately and will expire February 1, 2018.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

## COUNCIL COMMUNICATION

<b>Date:</b> February 6, 2012	<b>Agenda Item:</b> 9 a i	<b>Subject:</b> 2012 Emergency Management Program Grant
<b>Initiated By:</b> Englewood Office of Emergency Management		<b>Staff Source:</b> Steve Green, Emergency Management Coordinator

### **COUNCIL GOAL AND PREVIOUS COUNCIL ACTION**

This grant supports the following Council Goals:

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

Council has approved several previous grants from this program.

### **RECOMMENDED ACTION**

Staff seeks Council's approval to apply for the 2012 Emergency Management Program Grant (EMPG) program for funds of up to \$89,035.90.

### **BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED**

This grant will support the City's emergency management program by funding the Emergency Management Specialist position and training for personnel across the City as well as other expenses related to emergency management, including the City's continuity of operations planning and disaster preparedness.

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

The City of Englewood received grants starting with the FY2007-Supplemental Grant and continuing through the FY2011 cycle, to assist in the development of the emergency management program for the city. The Colorado Division of Emergency Management has stated that the EMPG program is expected to continue for the foreseeable future and have encouraged the City's participation.

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

- Funding for one part-time staff member to assist with day-to-day emergency management duties.
- Development of the Emergency Operations Guidelines for the City of Englewood.

- Exercising the City's Emergency Operations Guidelines and other related plans, as they are developed.
- Training of emergency management personnel and other city staff members in disaster planning and preparedness, and continuity of operations planning.
- Significant improvements and development of the emergency operations center infrastructure, including visual displays, data and information management, back-up electrical capabilities (connecting the facility to the generator power supply) and storage cabinets.
- Integrating the City of Englewood personnel and planning processes with other agencies in the Denver Metro region.

### **FINANCIAL IMPACT**

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

### **LIST OF ATTACHMENTS**

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2012

COUNCIL BILL NO. 4  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING AN APPLICATION AND ACCEPTANCE OF THE 2012 COLORADO DIVISION OF EMERGENCY MANAGEMENT'S (CDEM), EMERGENCY MANAGEMENT PROGRAM GRANT (EMPG), FOR LOCAL EMERGENCY MANAGEMENT SUPPORT (LEMS) BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE STATE OF COLORADO DIVISION OF EMERGENCY MANAGEMENT.

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

WHEREAS, the City of Englewood received grants starting with the FY-2007-Supplemental Grant and continuing through the FY-2011 cycle, to assist in the development of the emergency management program for the City of Englewood; and

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

WHEREAS, EMPG reimbursement grant funding is designated to support the City's emergency management program, but is not targeted to any specific purchase or expenditure; and

WHEREAS, the passage of this Ordinance will approve the application for the 2012 Emergency Management Performance Grant (EMPG) for funds of up to \$89,035.90 and the acceptance of the 2012 EMPG Grant funds by the City of Englewood, Colorado; and

WHEREAS, the City's matching funds for this Grant is covered by salaries of current full time employees.

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 application for a 2012 Emergency Management Program (EMPG) Grant for funds up to \$89,035.90, attached hereto as Exhibit A.

Section 2. The City Manager is hereby authorized to sign the 2012 Emergency Management Program Grant Application for and on behalf of the City of Englewood.

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the 2012 Emergency Management Grant (EMPG) upon award by the State of Colorado.

Section 4. Upon award of the 2012 Emergency Management Grant (EMPG) the Mayor is hereby authorized to sign for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 6th day of February, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of February, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 8<sup>th</sup> day of February, 2012 for thirty (30) days.

---

Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of February, 2012.

---

Loucrishia A. Ellis



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

**Staffing Pattern for FFY2012**

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

**JURISDICTION: City of Englewood**

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

1b) PAID Employee Name	5) Jurisdiction Gross Annual salary (All job titles)	6) Gross Annual Employer- Provided Benefits	7) Total Hours/ Week	8) LEM Hours/ Week	9) Percent LEM Hours/ Week	10) LEMS Eligible Salary	11) LEMS Eligible Benefits
Stephen Green	84,219	15159	40	20	50%	\$42,110	\$7,580
Tim Englert	95,409	17173	40	6	40%	\$38,164	\$6,869
Glenda Bird	50000	9000	40	2	5%	\$2,500	\$450
Rose Lynch	12000		20	20	100%	\$12,000	\$0
<b>Totals</b>	<b>\$ 241,628.00</b>	<b>\$ 41,332.00</b>				<b>\$94,773</b>	<b>\$14,899</b>
						Enter in Slot A On Funding Request	Enter in Slot B On Funding Request



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

**Staffing Pattern and Program Funding for FFY2011**

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

**JURISDICTION: City of Englewood**

Salaries & Benefits		
<b>A</b>	LEMS Eligible Salary (Staffing Report Block 10 Total):	\$94,773
<b>B</b>	LEMS Eligible Benefits (Staffing Report Block 11 Total):	\$14,899
<b>C</b>	<b>Total Salary and Benefits (a+b): \$ \$ 109,671.80</b>	
Travel Expenses		
<b>D</b>	Local Travel (mileage, fleet expense, or other):	\$ 200.00
<b>E</b>	Out of State Travel:	\$ 400.00
<b>F</b>	Conference & Seminars (Registration Fees, Hotels, etc.):	\$ 2,500.00
<b>G</b>	Training (Registration Fees, hotels, etc.):	\$ 5,000.00
<b>H</b>	Per Diem:	
<b>I</b>	Other (designate):	\$ 600.00
<b>J</b>	<b>Total Travel Expenses (D+E+F+G+H+I): \$ \$ 8,700.00</b>	
Office Support Expenses (more than \$200 for year)		
<b>K</b>	Office Supplies and Materials:	\$ 500.00
<b>L</b>	Equipment Purchase: Communications equipment for dispatching redundancy and	\$ 37,000.00
<b>M</b>	Equipment Lease:	\$
<b>N</b>	Rent, Utilities, etc.:	\$
<b>O</b>	Printing & Copying:	\$ 200.00
<b>P</b>	Postage:	\$
<b>Q</b>	Other (designate): IT offsite storage capability for disaster recovery	\$ 22,000.00
<b>R</b>	<b>Total Office Support Expenses (K+L+M+N+O+P+Q): \$ \$ 59,700.00</b>	
<b>S</b>	<b>Total Request (C+J+R): \$ 178,071.80</b>	
<b>T</b>	Federal (Eligible for Reimbursement) Amount (One half of S): \$ 89,035.90	

Jurisdiction Emergency Manager Signature

Date

12-08-11

Jurisdiction Chief Financial Officer Signature

Date

12/8/2011

CDEM Regional Field Manager Signature

Date

## FFATA/FSRS Data Report

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

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

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

Signature: \_\_\_\_\_ Date: 12/08/2010  
 Agency's Authorized Representative (usually the Grant Administrator named in the application and the grant contract)

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



**Colorado Division of Emergency Management  
Annual Program Paper  
PART 1 – Planned Activities**

**EMPG/LEMS Work Plan  
Annual Program Paper & Quarterly Progress Reports**

- ◇ Please check the appropriate box to indicate if the submission is the Annual Program Paper or a Quarterly Progress Report.
- ◇ For the Annual Program Paper – Planned Activities identify to the extent possible the measurable outcome for each Planned Activity and the quarter the activity will be completed. It is recognized that schedules and priorities change and that activities may actually be accomplished in a different quarter than the one projected.
- ◇ Quarterly Reports (see FY2012 Reporting Schedule) can be submitted in any format that you choose (letter, narrative, spreadsheet, customized form), so long as the information in the report identifies the status of each activity planned for that quarter: completed/accomplished, in-process, postponed/canceled, or not completed or accomplished. Please indicate a reason when activities are postponed, canceled or not completed.
- ◇ The fourth quarter submission should reflect the status of all Planned Activities. If a Planned Activity has not been completed, please provide the reason that the activity was not accomplished.
- ◇ Contact your CDEM Regional Field Manager for assistance in completing these forms.

**X 2012 PROGRAM PAPER – PLANNED ACTIVITIES**

**1<sup>st</sup> quarter**

**2<sup>nd</sup> quarter**

**3<sup>rd</sup> quarter**

**4<sup>th</sup> quarter**

<b>JURISDICTION NAME: City of Englewood</b>
<b>SUBMITTED BY: Steve Green</b>
<b>TITLE: Emergency Management Coordinator</b>

**SIGNATURES**

**Must be signed (in ink) or (Adobe Acrobat digital signature) by the emergency manager and forwarded to the assigned CDEM Regional Field Manager for approval.**

**Emergency Manager of Jurisdiction:** \_\_\_\_\_

**Date:** 12-09-11

**CDEM Regional Field Manager:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## EMAP Emergency Management Functions (EMFs)

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>1. Administration and Finance</li> <li>2. Laws and Authorities</li> <li>3. Hazard Identification and Risk Assessment</li> <li>4. Hazard Mitigation</li> <li>5. Prevention</li> <li>6. Operational Planning</li> <li>7. Incident Management</li> <li>8. Resource Management and Logistics</li> </ul> | <ul style="list-style-type: none"> <li>9. Mutual Aid</li> <li>10. Communications and Warning</li> <li>11. Operations and Procedures</li> <li>12. Facilities</li> <li>13. Training</li> <li>14. Exercises, Evaluations and Corrective Actions</li> <li>15. Crisis Communication, Public Education &amp; Information</li> </ul> |
|--|---|

Local Jurisdiction Reporting Schedule			
Quarter	Reporting Period	Report Due Date	Claim Due Date
1	10/01/11 – 12/31/11	01/15/12	01/31/12
2	01/01/12 – 03/31/12	04/15/12	4/30/12
3	04/01/12 – 06/30/12	07/15/12	7/31/12
4	07/01/12 – 09/30/12	10/15/12	10/31/12
CDEM Field Manager Reporting Schedule			
Quarter	Reporting Period	Report Due Date	
1	10/01/11 – 12/31/11	01/22/12	
2	01/01/12 – 03/31/12	04/22/12	
3	04/01/12 – 06/30/12	07/22/12	
4	07/01/12 – 09/30/12	10/22/12	

**1<sup>st</sup> Quarter Report: Planned Activities**

1.	
2.	We will ensure progress is made toward making our EOPs compliant with CPG 101, Version 2.0.
3.	
4.	We will participate in 3 exercises and submit AAR/IPs for each exercise to include corrective actions.
5.	
6.	We will develop a training schedule to ensure all our EMPG Program funded personnel complete the required NIMS training. We will participate in the annual NCR regional TEPW.
7.	
8.	We will submit quarterly reports and claims forms to CDEM Regional Field Manager by established deadlines
9.	We will provide updated job descriptions of positions and personnel identified on the EMPG staffing pattern sheet and submit in the first quarter of each year.
10.	We will continue to attend Quarterly ESF- 5 Emergency Management meetings
11.	We will utilize WebEOC during incidents.
12.	
13.	
14.	
15.	
16.	
17.	

**1<sup>st</sup> Quarter Training Report**

<b>Name of Training</b>	<b># of Personnel Trained</b>	<b># of EMPG Program Funded Personnel</b>	<b># of EMPG Program supported Personnel Trained</b>	<b>Training Aligned to Multi-Year Training and Exercise Plan (Yes/No)</b>

## 1<sup>st</sup> Quarter Exercise Report

Type of Exercises	# of Exercises	# Counting Towards Multi-Year TEP	# of EMPG Program Funded Personnel / # of Total Personnel	# of EMPG Program Funded Personnel Participating in Exercise	Name or Description	Exercise Align to Emergency Operations Plan? (Yes/No)
<b>Discussion-Based</b>						
<b>Seminar</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Workshops</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Tabletop Exercises (TTX)</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Game</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Operations-Based</b>						
<b>Drill</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Functional Exercise</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Full-Scale Exercise</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Progress made towards completing Multi-Year TEP</b>						

2nd Quarter Report: Planned Activities	
1.	We will ensure progress is made toward making our EOPs compliant with CPG 101, Version 2.0.
2.	
3.	We will participate in 3 exercises and submit AAR/IPs for each exercise to include corrective actions.
4.	
5.	We will develop a training schedule to ensure all our EMPG Program funded personnel complete the required NIMS training. We will participate in the annual NCR regional TEPW.
6.	
7.	We will submit quarterly reports and claims forms to CDEM Regional Field Manager by established deadlines
8.	
9.	We will continue to attend Quarterly ESF- 5 Emergency Management meetings
10.	We will utilize WebEOC during incidents.
11.	
12.	Complete EOC procedures.
13.	Continue to be an active participant in monthly regional committees.
14.	Continue to participate on the Arapahoe County IMT
15.	Maintain active participation in quarterly LEPC meetings.
16.	Continue work to achieve "Storm Ready" designation
17.	

2nd Quarter Training Report				
Name of Training	# of Personnel Trained	# of EMPG Program Funded Personnel	# of EMPG Program supported Personnel Trained	Training Aligned to Multi-Year Training and Exercise Plan (Yes/No)

## 2<sup>nd</sup> Quarter Exercise Report

Type of Exercises	# of Exercises	# Counting Towards Multi-Year TEP	# of EMPG Program Funded Personnel / # of Total Personnel	# of EMPG Program Funded Personnel Participating in Exercise	Name or Description	Exercise Align to Emergency Operations Plan? (Yes/No)
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**Discussion-Based**

<b>Seminar</b>						
• AAR Complete						
• Corrective Actions identified						

Progress made towards addressing Corrective Actions; Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:

<b>Workshops</b>						
• AAR Complete						
• Corrective Actions identified						

Progress made towards addressing Corrective Actions; Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:

<b>Tabletop Exercises (TTX)</b>						
• AAR Complete						
• Corrective Actions identified						

Progress made towards addressing Corrective Actions; Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:

<b>Game</b>						
• AAR Complete						
• Corrective Actions identified						

Progress made towards addressing Corrective Actions; Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:

**Operations-Based**

<b>Drill</b>						
• AAR Complete						
• Corrective Actions identified						

Progress made towards addressing Corrective Actions; Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:

<b>Functional Exercise</b>						
• AAR Complete						
• Corrective Actions identified						

Progress made towards addressing Corrective Actions; Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:

<b>Full-Scale Exercise</b>						
• AAR Complete						
• Corrective Actions identified						

Progress made towards addressing Corrective Actions; Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:

<b>Progress made towards completing Multi-Year TEP</b>						
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**3<sup>rd</sup> Quarter Report: Planned Activities**

1.	We will ensure progress is made toward making our EOPs compliant with CPG 101, Version 2.0.
2.	
3.	We will participate in 3 exercises and submit AAR/IPs for each exercise to include corrective actions.
4.	
5.	We will develop a training schedule to ensure all our EMPG Program funded personnel complete the required NIMS training. We will participate in the annual NCR regional TEPW.
6.	
7.	We will submit quarterly reports and claims forms to CDEM Regional Field Manager by established deadlines
8.	
9.	We will continue to attend Quarterly ESF- 5 Emergency Management meetings
10.	We will utilize WebEOC during incidents.
11.	Continue to be an active participant in monthly regional committees.
12.	Continue to participate on the Arapahoe County IMT
13.	Maintain active participation in quarterly LEPC meetings.
14.	Continue work to achieve "Storm Ready" designation
15.	
16.	
17.	

**3<sup>rd</sup> Quarter Training Report**

Name of Training	# of Personnel Trained	# of EMPG Program Funded Personnel	# of EMPG Program supported Personnel Trained	Training Aligned to Multi-Year Training and Exercise Plan (Yes/No)

### 3<sup>rd</sup> Quarter Exercise Report

Type of Exercises	# of Exercises	# Counting Towards Multi-Year TEP	# of EMPC Program Funded Personnel / # of Total Personnel	# of EMPC Program Funded Personnel Participating in Exercise	Name or Description	Exercise Align to Emergency Operations Plan? (Yes/No)
<b>Discussion-Based</b>						
<b>Seminar</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Workshops</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Tabletop Exercises (TTX)</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Game</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Operations-Based</b>						
<b>Drill</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Functional Exercise</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Full-Scale Exercise</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Progress made towards completing Multi-Year TEP</b>						

**4<sup>th</sup> Quarter Report: Planned Activities**

1.	We will ensure progress is made toward making our EOPs compliant with CPG 101, Version 2.0.
2.	
3.	We will participate in 3 exercises and submit AAR/IPs for each exercise to include corrective actions.
4.	
5.	We will develop a training schedule to ensure all our EMPG Program funded personnel complete the required NIMS training. We will participate in the annual NCR regional TEPW.
6.	
7.	We will submit quarterly reports and claims forms to CDEM Regional Field Manager by established deadlines
8.	We will conduct a TTX to test out EOC personnel.
9.	We will continue to attend Quarterly ESF- 5 Emergency Management meetings
10.	We will utilize WebEOC during incidents.
11.	Continue to be an active participant in monthly regional committees.
12.	Continue to participate on the Arapahoe County IMT
13.	Maintain active participation in quarterly LEPC meetings.
14.	Continue work to achieve "Storm Ready" designation
15.	
16.	
17.	

**4<sup>th</sup> Quarter Training Report**

Name of Training	# of Personnel Trained	# of EMPG Program Funded Personnel	# of EMPG Program supported Personnel Trained	Training Aligned to Multi-Year Training and Exercise Plan (Yes/No)

### 4<sup>th</sup> Quarter Exercise Report

Type of Exercises	# of Exercises	# Counting Towards Multi-Year TEP	# of EMPG Program Funded Personnel / # of Total Personnel	# of EMPG Program Funded Personnel Participating in Exercise	Name or Description	Exercise Align to Emergency Operations Plan? (Yes/No)
<b>Discussion-Based</b>						
<b>Seminar</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Workshops</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Tabletop Exercises (TTX)</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Game</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Operations-Based</b>						
<b>Drill</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Functional Exercise</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Full-Scale Exercise</b>						
• AAR Complete						
• Corrective Actions identified						
Progress made towards addressing Corrective Actions: Please indicate at least the percentage progress made towards the addressing the findings and recommendations of the AAR. Provide more details if satisfactory progress has not been made:						
<b>Progress made towards completing Multi-Year TEP</b>						

**Part II: Jurisdiction Information and Signatures**

**Jurisdiction** Name: City of Englewood

**Emergency Program Manager**

Name: Steve Green

Job Title: Emergency Management Coordinator

Mailing Address: 3615 S. Elati St. Englewood, CO 80110

Physical Address (if different):

**Phone Contact Information**

Office Phone number: 303-762-2476

24 Hour Emergency Line: 303-762-2438

Office Fax: 303-762-2406

Cellular: 303-356-5619

Pager:

E-Mail Address:

Employment Status (Please indicate how many)

Paid Full Time: 1 Paid Part Time: 1 Volunteer: Other:

Jurisdiction Job Title Program Manager Reports to: Richard Petau, Deputy Fire Chief

Hours worked per week for jurisdiction in all job titles: 40

Hours worked per week devoted to Emergency Management: 20

**Additional Emergency Management Staff**

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

Senior Elected Official (Name and Title) \_\_\_\_\_ Randy Penn, Mayor \_\_\_\_\_

Chief Executive Officer (if different from above) \_\_\_\_\_ Gary Sears, City Manager \_\_\_\_\_

**Signature/Chief Executive**

\_\_\_\_\_  
Gary Sears, City Manager

**Signature/Emergency Manager/Coordinator**

\_\_\_\_\_  
Date: 12-09-11

**Signature/CDEM Regional Field Manager**

\_\_\_\_\_  
Date: \_\_\_\_\_

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2012

COUNCIL BILL NO. 1  
INTRODUCED BY COUNCIL  
MEMBER WOODWARD

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, OF THE ENGLEWOOD MUNICIPAL CODE 2000, UPDATING THE NONEMERGENCY EMPLOYEES RETIREMENT PLAN (NERP).

WHEREAS, the NonEmergency Employees Retirement Plan changes were recommended by the Board on November 15, 2011; and

WHEREAS, changes need to be made to the NonEmergency Employees Retirement Plan (NERP) to bring the plan up to date, including:

Replacing the undefined term Accrued Pension with the defined term Accrued Benefit.

Clarifying the death benefit for a non-spousal beneficiary and change the current mortality table to the 1994 Mortality Table, these changes make the Plan consistent with actuarial standards.

Clarifying the language allowing a Member, Deferred Vested Member or disabled Member to designate their beneficiary of choice and requiring a spousal waiver if married.

Clarifying funds transferred from the NonEmergency Employees Retirement Plan to the money purchase plan cannot be transferred back.

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 3, Chapter 4, Section 2, Subsection 2(C), of the Englewood Municipal Code 2000, to read as follows:

**3-4-2-2: Definitions.**

Unless the context otherwise requires, the definitions and general provisions contained in this Subsection govern the construction of this restated Plan.

- C. Actuarial (or Actuarially) Equivalent means equality in value of the aggregate amounts expected to be received under different forms of payment based on interest rate and mortality assumptions as defined below unless otherwise specifically provided in the Plan:

1. Interest Rate Assumption for Alternative Periodic Benefits. The interest rate used for purposes of computing alternative periodic forms of benefits shall be 7.5 percent effective January 1, 1986.
2. Interest Rate Assumption for Single-Sum Payments. Effective for the calendar year beginning on January 1, 1986, and for each calendar year following sequentially thereafter, the interest rate used for purposes of computing single-sum payments shall be the immediate annuity rate (subject to adjustment as required for deferred annuities) used by the Pension Benefit Guaranty Corporation as of the January 1 coincident with or preceding the date as of which the amount of the alternative form of benefit is being determined hereunder.
3. Mortality Assumption.
  - a. Effective ~~July 1, 1999~~ January 1, 2012, the mortality assumption for calculation shall be a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the ~~1983~~ 1994 group annuity mortality table. For the period July 1, 1999 to December 31, 2011, such mortality assumption shall be a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the 1983 group annuity mortality table. Prior to July 1, 1999, such mortality assumption shall be a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the 1971 group annuity mortality table.
  - b. Solely for purposes of Section 3-4-16-~~2~~, hereof, on and after ~~January 1, 1995~~ January 1, 2012, the mortality assumption for calculation shall be a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the ~~1983~~ 1994 group annuity mortality table. In the case of distribution with annuity starting dates on or after December 31, 2002, the mortality table used to adjust any benefit or limitation under Code Section 415(b)(2)(B), (C), or (D) as set forth in Section 3-4-16-3 of The Plan is the table prescribed by Rev. Rul. 2001-62.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 3, Chapter 4, Section 7, Subsection 5, of the Englewood Municipal Code 2000, to read as follows:

**3-4-7-5: Normal Form of Payment.**

Unless optional benefits have been elected or are prescribed pursuant to Section 3-4-8 hereof, the basic monthly retirement benefit, computed as set forth above, shall be a ten (10) year certain and life benefit. Such benefit shall be in equal monthly payments commencing on the first day of the month next following the retirement date, and continuing at monthly intervals for a period of one hundred nineteen (119) additional months and for the retired member's lifetime thereafter. The last benefit payment shall be made on the first day of the month of the retired member's death, unless payments have been made for fewer than one hundred twenty (120) months, in which event payments shall be continued to the named beneficiary, ceasing when an aggregate of one hundred twenty (120) monthly payments have been made to the retired member and his/her beneficiary. If the retired member is married at the time benefits are to commence, the spousal consent requirements of Subsection 3-4-8-2 hereof must be met before payments under this Section commence.

In the event that no beneficiary is living at the death of such retired member, the actuarial equivalent value of the monthly installments for the balance of the term certain will be computed and paid in one sum to the estate of the retired member. If at the death of the last surviving beneficiary following the death of the retired member, monthly installments have not yet been paid for the term certain, the actuarial equivalent value of the installments for the balance of the term certain will be computed and paid in one sum to the estate of the last surviving beneficiary.

As provided by Subsection 3-4-16-2 hereof, retirement benefits may be suspended for a retired member during a period of employment subsequent to his/her actual retirement date during which he/she is rehired and receiving compensation as an employee of the City. Monthly payments shall commence and be determined pursuant to such Subsection 3-4-16-2 hereof.

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 3, Chapter 4, Section 8 Subsection 1, of the Englewood Municipal Code 2000, to read as follows:

**3-4-8-1: General.**

Subject to such uniform rules and regulations as the retirement board may prescribe and the restrictions contained in this Section 3-4-8 hereof, a member or vested member may, in lieu of the basic retirement benefits provided in Section 3-4-7 hereof, elect one of the following forms of retirement benefits which shall be the actuarial equivalent of the benefit to which he would otherwise be entitled. In the case of a married Member whose spouse does not consent as described in Section 3-4-8-2 hereof, payment shall be made according to Section 3-4-8-2. The member or vested member must take any election of an optional benefit in writing, and such election must be filed with the retirement board at least thirty (30) days prior to the due date of the first payment of retirement benefits under the plan. The election of an option may be changed at any time prior to thirty (30) days preceding the due date of the first payment of retirement benefits under the plan. However, an optional form of payment may not be elected unless the value of the payments expected to be paid to the member exceeds fifty percent (50%) of the value of the total benefits to be paid under such optional form.

Section 4. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 3, Chapter 4, Section 8, Subsection 7, of the Englewood Municipal Code 2000, to read as follows:

**3-4-8-7: Beneficiary.**

The Member or Vested Member must designate his Beneficiary in writing. If on or after January 1, 1987, a married Member or Vested Member wishes to designate someone other than his spouse to be a primary Beneficiary (or wishes to continue, after January 1, 1987, such a designation made prior to January 1, 1987), such designation will not become (or continue to be) effective unless his spouse (if his spouse can be located) consents in writing to such designation (or form of benefits) which may not be changed without spousal consent (or the consent of the spouse expressly permits designations by the Member or Vested Member without any requirement of further consent by the spouse), acknowledges the effect of such designation and has such consent and acknowledgment witnessed by a Plan representative or a notary public. Such designation shall be made in writing upon a form provided by the Retirement Board and shall be filed with the Retirement Board. The last such designation filed with the Retirement Board shall control. The Member or Vested Member may designate a different Beneficiary for DROP benefits, Retirement Benefits and for death benefits described in Section 3-4-9.

Section 5. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 3, Chapter 4, Section 9, Subsection 1, of the Englewood Municipal Code 2000, to read as follows:

**3-4-9-1: Death of an Active Member with Five (5) or More Years of Service.**

If an active Member dies after completing five (5) or more years of service, the surviving spouse shall receive fifty percent (50%) of the Member's accrued benefit for one hundred twenty (120) months certain and life thereafter. However, if the spouse is more than five (5) years younger than the Member, the monthly benefits will be reduced by one and one-half percent (1.5%) for each year that their difference in age exceeds five (5) years. If the Member is not survived by a spouse or if the spouse consents to a designated Beneficiary other than the spouse according to Section 3-4-8-7, the his designated beneficiary shall receive fifty percent (50%) of the Member's monthly ~~a~~Accrued ~~b~~Benefit for one hundred twenty (120) months certain. If the Member is not survived by a spouse or designated Beneficiary, the one hundred twenty (120) monthly payments shall be computed and paid in a single sum to the Member's estate. The payment to the surviving spouse or designated Beneficiary will commence on the first day of the month following the date of the Member's death, or if later, the date the Member would have attained age fifty-five (55). If a Member's death occurs prior to his fifty-fifth (55th) birthday, the Retirement Board may elect, with the consent of the Member's spouse, designated Beneficiary or estate to pay the spouse, Beneficiary or estate a single sum payment at the time of the Member's death, equal to the Actuarial Equivalent of the payment due when the Member would have attained age fifty-five (55).

Section 6. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 3, Chapter 4, Section 9, Subsection 2, of the Englewood Municipal Code 2000, to read as follows:

**3-4-9-2: Death of a Vested or Disabled Member Prior to Commencement of Payments.**

In the event a Vested Member or a disabled Member dies prior to the commencement of payments from the Plan, the surviving spouse shall receive fifty percent (50%) of the Member's Accrued Benefit for one hundred twenty (120) months certain and life thereafter. However, if the spouse is more than five (5) years younger than the Member, the monthly benefit will be reduced by one and one-half percent (1.5%) for each year that their difference in age exceeds five (5) years. If the Member is not survived by a spouse or if the spouse consents to a designated Beneficiary other than the spouse according to Section 3-4-8-7, his the designated Beneficiary shall receive fifty percent (50%) of the Member's monthly Accrued Benefit for one hundred twenty (120) months certain. If the Member is not survived by a spouse or designated Beneficiary, the one hundred twenty (120) monthly payments shall be computed and paid in a single sum to the Member's estate. The payment to the surviving spouse or designated Beneficiary will commence on the first day of the month following the date of the Member's death, or if later, the date the Member would have attained fifty-five (55). If a Member's death occurs prior to his fifty-fifth (55th) birthday, the Retirement Board may elect, with the consent of the Member's spouse, designated Beneficiary or estate to pay the spouse, Beneficiary or estate a single sum payment at the time of the Member's death, equal to the Actuarial Equivalent of the payment due when the Member would have attained age fifty-five (55).

Section 7. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 3, Chapter 4, Section 9, Subsection 3, of the Englewood Municipal Code 2000, to read as follows:

**3-4-9-3: Death of an Active Member Between Normal and Delayed Retirement Dates.**

In the event a Member continues in City employment after his normal retirement date and dies before actually retiring, then he shall be deemed to have retired on the first day of the calendar month in which he dies. If an optional form or payment has been elected and the Member is not survived by a spouse or if the spouse consents to a designated Beneficiary other than the spouse according to Section 3-4-8-7, the designated Beneficiary shall receive one hundred percent (100%) of the Member's monthly Accrued Benefit for one hundred twenty (120) months certain. If the Member is not survived by a spouse or designated Beneficiary, the one hundred twenty (120) monthly payments shall be computed and paid in a single sum to the Member's estate. Death benefit payments shall commence on the first day of the month following the Member's death.

Section 8. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 3, Chapter 4, Section 9, Subsection 5, of the Englewood Municipal Code 2000, to read as follows:

**3-4-9-5: Supplemental Death Benefit for Members Hired Prior to January 1, 1976.**

In addition to the death benefit provided in Subsections 1, 2 and 3, of this Section 9, a lump sum supplemental benefit shall be payable to the spouse or, if the spouse consents according to Section 3-4-8-7, to the designated Beneficiary of any active Member, Vested Member or disabled Member who dies prior to the commencement of retirement benefit payments from the Plan. The supplemental death benefit shall be equal to the amount of accumulated contributions as of his date of death plus two percent (2%) of the compensation received by him subsequent to December 31, 1975 and prior to January 1, 1983. If such Member is not survived by a designated Beneficiary, the lump sum payment shall be made to his estate.

Section 9. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 3, Chapter 4, Section 14, Subsection 2, of the Englewood Municipal Code 2000, to read as follows:

**3-4-14-2: Amendment.**

The City reserves the right to alter, amend, or terminate the Plan or any part thereof in such manner as it may determine, and such alteration, amendment or termination shall take effect upon notice thereof from the City to the Retirement Board; provided that no such alteration or amendment shall provide that the Retirement Benefit payable to any Retired Member shall be less than that provided by his Accumulated Contributions or affect the right of any Member to receive a refund of his Accumulated Contributions and shall not directly or indirectly reduce any Member's ~~Accrued Pension~~ Accrued Benefit. And provided further, that no alteration or termination of the Plan or any part thereof shall permit any part of the Fund to revert to or be recoverable by the City or be used for or diverted to purposes other than the exclusive benefit of Members, Retired Members, Vested Members or Beneficiaries under the Plan, except such funds, if any, as may remain at termination of the Plan after satisfaction of all liabilities with respect to Members, Retired Members, Vested Members and Beneficiaries under the Plan and are due solely to erroneous actuarial assumptions. Further, no amendment shall cause the

elimination of an optional form of benefit nor the elimination or reduction of an early Retirement Benefit that continues after retirement.

Section 10. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 3, Chapter 4, Section 18, Subsection 2, of the Englewood Municipal Code 2000, to read as follows:

**3-4-18-2: Waiver and Release Requirement.**

Each eligible member under Section 3-4-3-2B or 3-4-18-1, who wishes to exercise the option of converting membership to the money purchase plan must sign a waiver and release within the timeframes specified by the Board and in a form acceptable to the Board, waiving all rights to a defined benefit pension from this plan and releasing the City and Board from any liability to the member and/or his or her beneficiaries for such a defined benefit pension or any claim based on the conversion to the money purchase plan. Said election shall be irrevocable unless the employee changes status from an exempt employee to a non-exempt employee, in which case such employee may elect within sixty (60) days of the change in status to again become a member of this plan. In the event an employee rejoins this plan due to a change in status after five (5) years from the transfer date, credited service shall not be restored for such employee and such employee shall not be vested until he or she earns five (5) years of credited service subsequent to his or her reentry into this plan. Funds transferred to the money purchase plan shall not be transferred back to this Plan.

Section 11. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 3, Chapter 4, Section 18, Subsection 3, of the Englewood Municipal Code 2000, to read as follows:

**3-4-18-3: Transfer of Funds.**

Each eligible member under Section 3-4-3-2B or 3-4-18-1, who chooses to exercise the option to convert his or her membership to the money purchase plan shall have a determinable amount transferred to the money purchase plan. The amount transferred on behalf of each such member is the actuarial equivalent present value (which shall include an adjustment if the member qualifies for special early retirement or regular early retirement as of the date the member changes status for a member described in Section 3-4-3-2B and is July 30, 2001, for a member described in Section 3-4-18-1), as of the date of transfer of the member's accrued benefit. For purposes of this Section 3-4-18-3, the term "actuarial equivalent present value" shall be based on an interest rate assumption of seven and one-half percent (7.5%) and the mortality assumption of a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the 1983 1994 Group Annuity Mortality Table (except that the 1983 group annuity mortality table applies for transfers before January 1, 2012). The date of transfer of the member's accrued benefit shall be as soon as practicable after the election date for a member described in Section 3-4-3-2B, and August 31, 2001, or as soon as practicable thereafter, for a member described in Section 3-6-18-1.

Section 12. 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 13. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 14. 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 15. 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 16. 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 9th day of January, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 13th day of January, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 11<sup>th</sup> day of January, 2012 for thirty (30) days.

Read by title and passed on final reading on the 6th day of February, 2012.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2012, on the 10th day of February, 2012.

Published by title on the City's official website beginning on the 8<sup>th</sup> day of February, 2012 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2012.

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Loucrishia A. Ellis

## COUNCIL COMMUNICATION

<b>Date:</b> February 6, 2012	<b>Agenda Item:</b> 11 a i	<b>Subject:</b> Ordinance Approving the Application for, and Receipt of, a Grant from the 2011 Assistance to Firefighter's Grant Program
<b>Initiated By:</b> Fire Department		<b>Staff Source:</b> Kraig Stovall, Fire Training Chief

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The Englewood City Council has approved previous grants from the FEMA Assistance to Firefighters Grant Program (AFG) in successive years since 2002, with the exception of 2010, when the Fire Department did not prepare or submit a grant application. The grant received for 2011 will provide a complete overhaul and update of the three fire station exhaust extraction systems and the purchase of a radiation monitoring kit for the department's Chem Pro 100i hazardous materials detector. This grant supports the following City Council Goals:

- ***A City that provides and maintains quality infrastructure*** (this grant supports the overhaul of the obsolete Fire Department diesel exhaust extraction systems)
- ***A safe, clean and attractive City*** (The provision of a reliable exhaust extraction system promotes firefighter health and safety, and reduces the potential for firefighters to contract cancer and other diseases related to constant exposure to diesel exhaust. Many of these are now considered presumptive, meaning the City remains liable even after a firefighter retires; radiological monitoring, in the event of a nuclear or radioactive release of any kind, is essential for managing the safety of responders and the public)
- ***A progressive City that provides responsive and cost efficient services*** (This grant will cover 90% of the cost of the exhaust extraction system update and the purchase of the radiological monitoring kit).

### RECOMMENDED ACTION

Fire staff recommends City Council approve a bill for an ordinance authorizing and accepting the FEMA Assistance to Firefighters Grant for the purpose of updating the current station exhaust extraction systems in Englewood's three (3) fire stations, and the purchase of a radiological monitoring kit for the department's Chem Pro 100i detector.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City has received grant awards from the FEMA Assistance to Firefighters Grant Program in 2002, 2003, 2004 and in 2009 totaling approximately \$220,000.00 in federal funds. In this instance, the ongoing debate in Congress early in 2011 regarding the Federal budget had so delayed the announcement of the AFG application period, the department had a very small

window of time to prepare and apply for this grant. Consequently, we were forced to prepare the application without council approval.

It has long been known that unrestricted diesel exhaust fumes contaminate the living areas of firefighters. The exhaust from all internal combustion engines, including diesel and gasoline-powered engines, contains over 100 individual hazardous chemical components that, when combined, can result in as many as 10,000 chemical compounds. A large majority of these compounds are listed by state and federal regulatory agencies as being cancer causing or suspected carcinogens. The Fire Department has employed an exhaust extraction system in each fire station to minimize this risk to the firefighters for the past 20 years. The existing system, installed 20 years ago, is now obsolete and has been the source of increasing maintenance costs to the Department for several years. For the past five years, the fire department has requested capital funds for the purpose of a wholesale update of the system; however, funds have not been available. The 2011 AFG program lists exhaust extraction systems as one of the targeted funding categories for station remodel or upgrade.

The department received a Chem Pro 100i WMD detector through the FEMA 2009 AFG process. The radiological kit is an attachment to this highly sophisticated device which will allow the department to monitor radiation levels in the event of an incident involving radioactive products or weapons. A little-known fact is that, in addition to weapons of mass destruction, radioactive agents are used in a variety of commercial and industrial applications, making the ability to monitor these hazards a necessity for a fire department. The fire department's current radiological monitoring equipment is old, out-of-date, and no longer provides state-of-the-art information.

## **FINANCIAL IMPACT**

The department currently supplies exhaust extraction to eight vehicle bays, in three fire stations. All the current vehicles operated by the department are diesel fueled. The project proposes to replace all of the outdated equipment for each of the truck bays and the exhaust motors and ducting in each station. Based on a competitive quote, the projected cost *per bay*, materials, parts and labor included, is approximately \$10,600.00, for a total of \$84,800.00.

The cost for the Chem Pro 100i radiological monitoring kit will be approximately \$1,800.00. The total grant request is \$86,600.00, of which FEMA will pay 90% and the City is required to match at 10%. If the grant is approved, the City's obligation would be approximately \$8,660.00. The Fire Department requests that the City fund the match for the exhaust extraction system update (\$8,480.00) through a supplemental appropriation. It is anticipated that a supplemental appropriation resolution will be brought forward with the second reading of this Ordinance to appropriate funds to provide the City's remaining cost. The Fire Department recommends the cost of the match for the Chem Pro Radiological Kit (\$180.00) be drawn from the department's small tools and equipment account.

## **LIST OF ATTACHMENTS**

These two estimates were used to determine the amount of the grant request:

- Radiological Kit Estimate
- Exhaust Extraction System Update Quote (this project will be bid competitively)

Proposed Bill for an Ordinance

**COMPETITIVE PRICING FOR 2011 FEMA GRANT**

**Vehicle Exhaust Extraction Systems**

<p><i>FIRE DEPT. INFO</i> Englewood FD Englewood, CO</p>	<p><b>VENDOR:</b> Airpro, Inc. 3875 Elm Street Denver, CO 80207 1-800-331-9709 email</p>
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NO	Address of Station	Total Vehicles	Station Description	Price
1	Jefferson			
2	Acoma			
3	Tejon			
		<b>Total of 8</b>	<b>Eight back in bays total</b>	<b>\$84,580</b>
			<b>Cost: Total</b>	<b>\$84,580</b>

Please include total price in your grant narrative.  
Price includes product and installation.

8-29-2011

Chief,

Sorry for the delay in getting this back over to you.

The pricing for the Radiation Detector Module (RDM) is \$1398.00. I would estimate, there shouldn't be more than a 10% price increase over the next 18 months, and that would be very extreme. So, worst case, we're looking at \$1550.00ish.

We will also need a Power / Data Adapter to get the power and data to and from the RDM. The cable is \$209.00.

If you have any other questions, please feel free to call any time.

Thank you,

Luke Sloan

TG Technical Services

3124 S. Parker Rd.

#A2-134

Aurora, CO. 80014

303.578.9009 - Office

303.956.2316 - Cell

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2012

COUNCIL BILL NO. 2  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A FEMA ASSISTANCE TO FIREFIGHTERS GRANT (AFG) 2011 AWARDED TO THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City of Englewood has received grant awards from the FEMA Assistance to Firefighters Grant Program in 2002, 2003, 2004 and 2009; and

WHEREAS, the unrestricted diesel exhaust fumes contaminate the living areas of firefighters; and

WHEREAS, an exhaust extraction system in each of Englewood Fire Stations which minimize this risk to the firefighters was installed 20 years ago and is now obsolete and has been the source of increasing maintenance costs for several years; and

WHEREAS, Englewood sought and was awarded an Assistance to Firefighters Grant (AFG) from FEMA and the passage of this Ordinance authorizes the acceptance of the 2011 Assistance to Firefighter's Grant for a complete overhaul and update of the three fire station's exhaust extraction systems and the purchase of a radiation monitoring kit for the Chem Pro 100i hazardous materials detector; and

WHEREAS, this Assistance to Firefighters Grant is in the amount of \$86,600.00 with the City's obligation for matching funds of approximately \$8,660.00; and

WHEREAS, it is anticipated that a supplemental appropriation resolution will be brought forward with the second reading of this Ordinance to appropriate funds to provide the City's remaining costs.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the FEMA Assistance to Firefighters Grant (AFG), attached hereto as Exhibit A, awarded to the City of Englewood for a complete overhaul and update of the three fire station's exhaust extraction systems and the purchase of a radiation monitoring kit for the Chem Pro 100i hazardous materials detector;

Introduced, read in full, and passed on first reading on the 6th day of February, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of February, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 8<sup>th</sup> day of February, 2012 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of February, 2012.

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Loucrishia A. Ellis



**FEMA**

U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**

**ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety program**

**GRANTEE:** Englewood Fire Department

**PROGRAM:** Operations and Safety

**AGREEMENT NUMBER:** EMW-2011-FO-08544

**AMENDMENT NUMBER:**

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**Article I - Project Description**

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - is consistent with the program's purpose and worthy of award. Therefore, the grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval from FEMA.

**Article II - Grantee Concurrence**

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. Grantees agree that they will use the funds provided through the Fiscal Year 2011 Assistance to Firefighters Grant Program in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2011 Assistance to Firefighters Grant program guidance. All documents submitted as part of the application are made a part of this agreement by reference.

**Article III - Period of Performance**

The period of performance shall be from **08-JAN-12 to 07-JAN-13**.

**Article IV - Amount Awarded**

The amount of the award is detailed on the Obligating Document for the Award attached to these articles. Following are the budgeted estimates for each object class of this grant (including Federal share plus grantee match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$86,600.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$86,600.00

**NEGOTIATION COMMENTS IF APPLICABLE**

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Jane Early at

**Article V - Financial Guidelines**

The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

*A. Administrative Requirements*

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (OMB Circular A-110)

*B. Cost Principles*

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Nonprofit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

*C. Audit Requirements*

1. OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

**Article VI - Prohibition on Using Federal Funds**

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

**Article VII - GPD Allocations**

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Assistance to Firefighters Grant Program guidance and application kit.

**Article VIII - Financial Reporting**

Recipients of any Assistance to Firefighters Grants will be required to submit a semi-annual Federal Financial Report (FFR) via the automated system on the Standard Form 425. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR, to be submitted using the online e-grant system, will be due semi-annually based on the calendar year beginning with the period after the award is made. Grant recipients will be required to submit a FFR throughout the entire period of performance of the grant.

The reporting periods for the FFR are January 1 through June 30 (Report due by July 31), and July 1 through December 31 (Report due by January 30).

At the end of the grant's period of performance, all grantees are required to produce a final report on how the grant funding was used and the benefits realized from the award. Grantees must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

**Article IX - FEMA Officials**

**Program Officer:** Catherine Patterson is the Program Officer for the Assistance to Firefighters Grant Program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

**Grants Assistance Officer:** Nikole Duppins is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters.

**Grants Management Division POC:** The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions

regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

FEDERAL EMERGENCY MANAGEMENT AGENCY OBLIGATING DOCUMENT FOR AWARD/AMENDMENT						
1a. AGREEMENT NO. EMW-2011-FO-08544	2. AMENDMENT NO. 0	3. RECIPIENT NO. 84-6000583		4. TYPE OF ACTION AWARD	5. CONTROL NO. W482946N	
6. RECIPIENT NAME AND ADDRESS Englewood Fire Department 3615 S. Elati St. Englewood Colorado, 80110-3519		7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Nikole Duppins		8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER Kraig Stovall		PHONE NO. 3037622474	10. NAME OF PROJECT COORDINATOR Catherine Patterson		PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 08-JAN-12		12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing		14. PERFORMANCE PERIOD From:08-JAN-12 To:07-JAN-13  Budget Period From:31-OCT-11 To:30-SEP-12	
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2012-M1-3007RG-10000000-4101-D	\$0.00	\$77,940.00	\$77,940.00	\$8,660.00
TOTALS:			\$0.00	\$77,940.00	\$77,940.00	\$8,660.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)  Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN  This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) N/A					DATE N/A	
18. FEMA SIGNATORY OFFICIAL (Name and Title) Nikole Duppins					DATE 28-DEC-11	

## COUNCIL COMMUNICATION

<b>Date:</b> February 6, 2012	<b>Agenda Item:</b> 11 a ii	<b>Subject:</b> 2011 Emergency Management Performance Grant - Special Project Grant
<b>Initiated By:</b> Englewood Office of Emergency Management		<b>Staff Source:</b> Steve Green, Emergency Management Coordinator, Tim Englert, Police Commander

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

This grant supports the following Council Goals:

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

Council has approved several previous grants from this program. This particular grant application was discussed with City Council at the January 30, 2012 Study Session.

### RECOMMENDED ACTION

Staff seeks Council's approval for the application to the 2011 Emergency Management Performance Grant (EMPG) Special Projects Grant Fund for funds of up to \$39,699.11.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This grant application is requesting funds to support the City's need to upgrade its emergency mass-notification siren system. It is necessary to upgrade this system to meet FCC requirements that go into effect on January 1, 2013.

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

The City of Englewood received grants starting with the FY2007-Supplemental Grant, to assist in the development of the disaster preparedness of the City. The Colorado Division of Emergency Management has stated that the EMPG program is expected to continue for the foreseeable future and have encouraged the City's participation.

### FINANCIAL IMPACT

The City does not have money budgeted in 2012 to replace its emergency siren system. If a decision is made to replace the current system, the costs could approach \$120,000. Any money received through the grant process would be of substantial assistance in helping fund the project.

### LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2012

COUNCIL BILL NO. 3  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING AN APPLICATION AND ACCEPTANCE OF THE 2011 COLORADO DIVISION OF EMERGENCY MANAGEMENT "SPECIAL PROJECT GRANT" BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE STATE OF COLORADO DIVISION OF EMERGENCY MANAGEMENT.

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

WHEREAS, the City of Englewood received grants starting with the FY-2007-Supplemental Grant to assist in the development of the disaster preparedness for the City of Englewood; and

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

WHEREAS, the passage of this Ordinance will approve the application for the 2011 EMPG – "Special Project Grant" for funds of up to \$39,699.11, to support the City's effort to upgrade its emergency mass-notification siren system to meet FCC requirement that go into effect on January 1, 2013 and the acceptance of the 2011 EMPG – "Special Project Grant"; and

WHEREAS, it is anticipated that a supplemental appropriation resolution will be brought forward with the second reading of this Ordinance to appropriate funds to provide the City's remaining costs.

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 application for a 2011 EMPG– "Special Project Grant" for funds up to \$39,699.11.

Section 2. The City Manager is hereby authorized to sign the 2011 EMPG – "Special Project Grant Application" for and on behalf of the City of Englewood.

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the 2011 EMPG – "Special Project Grant" upon award by the State of Colorado.

Section 4. Upon award of the 2011 EMPG – “Special Project Grant” the Mayor is hereby authorized to sign for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 6th day of February, 2012.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 10th day of February, 2012.

Published as a Bill for an Ordinance on the City’s official website beginning on the 8<sup>th</sup> day of February, 2012 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of February, 2012.

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Loucrishia A. Ellis

## COUNCIL COMMUNICATION

<b>Date:</b> February 6, 2012	<b>Agenda Item:</b> 11 a iii	<b>Subject:</b> Ordinance Approving an IGA between the City and RTD Authorizing Funding for Preparing a Station Area Master Plan for Englewood, Oxford, and Bates Stations
<b>Initiated By:</b> Community Development Department		<b>Staff Source:</b> John Voboril, Long range Planner II

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council approved a resolution at the October 4, 2010 regular Council meeting in support of the Community Development Department's application to the Denver Regional Council of Governments (DRCOG) for the Englewood, Oxford, and Bates Station Area Master Plan project. Community Development's application was successfully approved by DRCOG and was funded in the 2012-2017 Transportation Improvement Program (TIP).

### RECOMMENDED ACTION

Staff recommends that Council adopt an ordinance approving an intergovernmental agreement (IGA) between the City and the Denver Regional Transportation District (RTD) authorizing funding for the Englewood, Oxford, and Bates Station Area Master Plan.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

DRCOG has programmed three million dollars of the Denver region's total Congestion Mitigation and Air Quality (CMAQ) funding for Urban Center Studies and Light Rail Station Area Master Plans. CMAQ grant funds are distributed by the Federal Highway Administration (FHWA) through the Federal Transit Administration (FTA) and are administered by RTD. A total of \$120,000 of CMAQ grant funds has been committed to the Englewood, Oxford, and Bates Station Area Master Plan project. The project scope is included in Exhibit C of the IGA.

### FINANCIAL IMPACT

A \$30,000 committed local match is required to secure CMAQ grant funds for the project. Local matching funds have been budgeted in the Public Improvement Fund.

### LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2012

COUNCIL BILL NO. 5  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT ENTITLED "STATION AREA MASTER PLAN (STAMP) ENGLEWOOD, OXFORD, AND BATES STATION INTERGOVERNMENTAL AGREEMENT" BETWEEN THE REGIONAL TRANSPORTATION DISTRICT (RTD) AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood City Council passed Resolution No. 80, Series of 2010 supporting the City's application to the Denver Regional Council of Governments (DRCOG) for the Englewood, Oxford, and Bates Station Area Master Plan project; and

WHEREAS, the Englewood City Council application was successfully approved by DRCOG and was funded in the 2012-2017 Transportation Improvement Program (TIP); and

WHEREAS, DRCOG has programmed three million dollars of the Denver region's total Congestion Mitigation and Air Quality (CMAQ) funding for Urban Center Studies and Light Rail Station Area Master Plans; and

WHEREAS, a total of \$120,000 of CMAQ grant funds has been committed to the Englewood, Oxford, and Bates Station Area Master Plan project; and

WHEREAS, the passage of this proposed Ordinance approves an Intergovernmental Agreement between the City and RTD authorizing Funding for preparing a Station Area Master Plan for Englewood, Oxford and Bates Stations;

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

Section 1. The City Council of the City of Englewood, Colorado hereby approves the IGA entitled "Station Area Master Plan (STAMP) Englewood, Oxford, and Bates Station Intergovernmental Agreement" by and between the City of Englewood, Colorado and the Regional Transportation District, as attached hereto as Exhibit 1.

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

Introduced, read in full, and passed on first reading on the 6th day of February, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of February, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 8<sup>th</sup> day of February, 2012 for thirty (30) days.

---

Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of February, 2012.

---

Loucrishia A. Ellis

**STATION AREA MASTER PLAN (STAMP)  
ENGLEWOOD, OXFORD, AND BATES STATIONS**

**INTERGOVERNMENTAL AGREEMENT**

by and between

**CITY OF ENGLEWOOD, COLORADO  
1000 Englewood Parkway  
Englewood, Colorado 80110**

and

**REGIONAL TRANSPORTATION DISTRICT  
1600 Blake Street  
Denver, Colorado 80202**

This Intergovernmental Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2012 (this Agreement) between the Regional Transportation District (RTD), a political subdivision of the State of Colorado, and the City of Englewood (City) is to provide funding assistance for the development of an Englewood, Oxford, and Bates Station Area Master Plan or STAMP (Study) for the area surrounding those current and proposed stations. (Station Area).

**RECITALS:**

The context for this Agreement for RTD is established in the RTD Transit-Oriented Development (TOD) Policy dated September 21, 2010 attached hereto as Exhibit A and the DRCOG Station Area/Urban Center Studies Eligibility Criteria from the Policy on Transportation Improvement Program (TIP) Preparation adopted July 21, 2011 attached hereto as Exhibit B. The purpose of the Study shall be to accomplish the following:

- Develop a community vision and goals for TOD in the Station Area.
- Identify opportunities and constraints for the implementation of TOD in the Station Area.
- Develop an infrastructure framework plan to support TOD which includes a transportation network for bikes, pedestrians, buses and automobiles necessary to create an active pedestrian-, bicycle-, and transit-friendly place.
- Identify a mix of land uses that allows people of all ages, incomes and abilities to access a range of housing, employment and service opportunities without sole reliance on having to drive.
- Identify strategies for implementing TOD, including infrastructure improvements, financing mechanisms, zoning changes, and other methods to enhance the implementation of TOD in the Station Area.

Generally, the parties wish to promote regional sustainability by contributing to a network of urban centers that collectively will reduce regional per capita vehicle miles traveled, air pollution, greenhouse gas emissions, and water consumption.

**NOW, THEREFORE, it is hereby agreed that:**

1. Recitals, Exhibits. The Recitals set forth above and all exhibits attached hereto are incorporated herein by this reference.
2. Funding. Funding for the STAMP Implementation aspects of the study shall be provided through a Congestion Mitigation and Air Quality (CMAQ) grant (Grant) from the Federal Highway Administration (FHWA) through the Federal Transit Administration (FTA) and administered by RTD. It is anticipated that the Grant available to RTD for the study will be One-Hundred and Twenty Thousand Dollars (\$120,000). In no event shall RTD be responsible for payment of funds for the Study in any amount greater than that received through the Grant. If the amount of Grant funds received by RTD is less than One-Hundred and Twenty Thousand Dollars (\$120,000), the City may, at its discretion, (i) pay additional local match funds; (ii) reduce the scope of work for the Study; or (iii) terminate the Study and this Agreement as set forth below. Unless the City determines to expend additional funds for the Study, the City shall contribute Thirty Thousand Dollars (\$30,000) in local match funds which may include documented staff time for the Study. Any additional funds required for the Study over and above the Grant funds received by RTD and committed local match funds shall be the responsibility of the City.

*Englewood, Oxford, and Bates Station Area Master Plan Project Funding*

<b>Funding Source</b>	<b>Amount</b>
Federal Grant Share	\$ 120,000
City Local Match Share	\$ 30,000
<b>Total</b>	<b>\$150,000</b>

3. Project Accounting. Expenditure of funds from each grant will be documented separately by the City and Consultant to ensure dollars spent coincide with task deliverables assignable to each funding source.
4. Scope of Work. The scope of work (Scope) and cost for the Study are shown in Exhibit C. No changes to the Scope shall be made without prior written agreement between the City and RTD.
5. Consultant. The City shall issue a Request for Proposals to engage one or more consultants (Consultant) to conduct the Study. RTD and the City shall each be

entitled to review the form of Consultant's contract prior to award, and RTD shall advise the City of changes necessary to comply with grant or other RTD requirements, including but not limited to required contract clauses for federally assisted subcontracts and third party contracts shown in Exhibit D. Compliance with RTD requested changes shall be a condition of receipt of Grant funding through RTD for the Study.

6. Review. The City shall manage all work performed by any Consultant for the Study. RTD shall have the opportunity to review and comment upon all documents, drawings, exhibits, etc., produced by the Consultant as part of the Study, including preliminary drafts. RTD shall withhold payment of the last ten percent (10%) of the Grant funding until it has had an opportunity to provide comments on the final draft of the Study, prior to adoption by the City. Any property or information provided by RTD for the Study remains the property of RTD and shall be returned to RTD upon completion of the Study. RTD shall be entitled to receive copies of all reports, drawings, data, and other material produced or collected by the Consultant at no additional cost.
7. Meetings. RTD shall have the right to attend and shall receive notice of all meetings with the Consultant not less than forty-eight (48) hours in advance. RTD shall not give direction to the Consultant but shall coordinate all comments through the City.
8. Reporting Requirements. RTD shall be responsible for all Grant reporting for the Study. The City shall be responsible for providing data to support the calculation of air quality benefits derived from the Study which is required as part of the federal CMAQ process. The methodology for this data collection will be provided by RTD.
9. Invoices. Such invoices shall include the Consultant's invoice and other available background information regarding the work being invoiced. RTD shall pay for actual Consultant work only at a ratio equal to the Grant amount divided by the total project budget, such that the Federal Grant share and Local Match share are drawn down consistently throughout the project. Prior to the use of staff time by the City to meet the local match requirements contained herein, RTD shall review and approve the methodology for calculation of such use. RTD shall pay all approved invoices within thirty (30) days of receipt. If RTD disputes any invoice or portion thereof it shall provide written notice of the dispute. RTD shall not be liable for any financial contribution to the Study funded pursuant to this IGA other than as set forth herein, unless previously authorized in writing. RTD shall not be responsible for paying Consultant bills directly.
10. Study Recommendations. The parties acknowledge this Agreement is for the performance of the Study only. The parties commit that they will make reasonable efforts to secure approvals from their respective governing bodies to

implement needed infrastructure improvements within their capital improvements program; adopt appropriate zoning code, master plan and other regulatory changes; and incorporate recommendations by the Study into local ordinances, regulations or requirements governing development of the Study area. Nothing herein commits either governing body to grant such approvals, and nothing herein commits either party to fund any improvements identified in the Study or any adopted plans.

11. Third Parties. No person or entity not a party to this Agreement shall have rights hereunder.
12. Conflicts. No officer, member or employee of RTD or the City, no members of the respective governing bodies of RTD or the City, and no other public officials or employees of RTD or the City during his or her tenure, or for one year thereafter, shall have any personal interest, direct or indirect, in any solicitation for services made pursuant to this Agreement or the proceeds thereof.
13. Termination; Suspension of Work. This contract may be terminated for any of the following reasons:
  - a. Funds not Available. In the event that Grant funds required for funding of this Agreement are not made available, this Agreement shall terminate unless the City elects to pay additional local match funds or reduce the scope of the Study as set forth above. Whether or not available Grant funds and City local match funds are sufficient to pay for Study costs, RTD is under no obligation to provide any funding for the Study.
  - b. Termination for Mutual Convenience. The parties may terminate this Agreement and terminate the Study if both parties agree in writing that the continuation of the Study would not produce beneficial results commensurate with the further expenditure of funds.
  - c. Termination of Contract for Cause. If through any cause, either party should fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, agreements, or stipulations of this Agreement, the other party has the right to terminate this Agreement by giving 30 days' written notice of such termination.
  - d. RTD shall also have the right to terminate this Agreement for convenience or default, and the right to suspend the work, in accordance with provision FTA 8, Termination, of the FTA contract provisions attached as Exhibit D.
14. Compliance with Federal Grant Requirements. The City and RTD acknowledge that the Study will be partially federally funded. This Agreement and all subgrants and third party contracts are therefore subject to the FTA Master Agreement and all other applicable federal transit regulations, and all subgrants and third party

contracts must include as flow down provisions the FTA contract provisions attached as Exhibit D.

15. Audit. RTD, FHWA, FTA, or any auditor or contractor acting on their behalf shall have the right to audit the City's books and records and the books and records of the Consultant(s) performing the work for the Study, and the contracts awarded for this Study shall provide that RTD, FHWA and/or FTA shall have the right to audit the Consultant's and all of Consultant's subcontractors' books and records as they pertain to this Study for a period of three (3) years from the date of completion of the Study.
16. Merger. This Agreement represents the entire agreement between the RTD and the City and may be amended only in writing, signed by the parties.
17. Disputes. Disputes shall initially be resolved by the Party Liaisons defined as: (i) first, RTD's Assistant General Manager for Planning and Development and the City's Director of Community Development, and (ii) second, RTD's General Manager and the City Manager if the Party Liaisons set forth in subsection (i), above are unable to resolve the dispute. If none of the Party Liaisons are able to resolve the dispute, they shall agree to an impartial mediator to resolve the dispute.
18. Notices. All contacts, communications, and data required to be performed or exchanged pursuant to this Agreements will be sent to the following persons or their successors designated in writing:

For RTD:

Bill Sirois  
Senior Manager of Transit Oriented Development  
Regional Transportation District  
1560 Broadway, Suite 700  
Denver, Colorado 80202

For City of Englewood  
Community Development:

John Voboril  
Long Range Planner II  
City of Englewood  
1000 Englewood Parkway  
Englewood, Colorado 80110

19. Term. This Agreement shall become effective upon the date of execution and will terminate upon completion and final acceptance of the Study by the City, unless sooner terminated as provided in section 15.
20. Further Cooperation. The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of this Agreement, and will execute such additional documents as necessary to effectuate the same.
21. No Joint Venture. Nothing contained in this Agreement is intended to create a partnership, joint venture or joint enterprise between the parties, and any

implication to the contrary is hereby disavowed. Nor does this Agreement authorize any party hereto to act as an agent of the other party hereto for any purpose.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

REGIONAL TRANSPORTATION  
DISTRICT

CITY OF ENGLEWOOD

By: \_\_\_\_\_  
Phillip A. Washington  
General Manager

By: \_\_\_\_\_  
Randolph P. Penn  
Mayor

Approved as to legal form for the Regional  
Transportation District:

ATTEST:

\_\_\_\_\_  
Rolf G. Asphaug  
Deputy General Counsel

\_\_\_\_\_  
Loucrishia Ellis  
Deputy City Clerk

## **Exhibit A RTD TOD Policy**

### **Policy Adoption**

The RTD Board of Directors passed and adopted the following Transit Oriented Development Policy on the 18th day of April 2006 (amended September 16, 2008 and September 21, 2010) as the framework to support TOD planning and development at existing and future stations throughout the district.

### **Definition of TOD**

While TOD can have many physical forms, it generally includes the following design principles:

- More compact and dense development within a 5- to 10-minute walk around transit facilities compared to existing development patterns in the same area;
- A mix of uses—either horizontal or vertical—usually including residential, retail, and office employment;
- High-quality, pedestrian-oriented urban design and streetscapes.

By focusing compact development around transit stations, TOD capitalizes on the value of public infrastructure investments and promotes sustainability. These development synergies promote increased transit ridership and an integrated station environment with more passenger amenities. In addition to increased ridership and more passenger amenities, TOD is also a successful tool for promoting local economic development, helping communities plan for sustainable growth, and increasing the overall quality of life in a region.

### **Basis for TOD Policy**

TOD's ability to increase transit usage while achieving valuable ancillary benefits for the region means that it plays a crucial role in fulfilling RTD's organizational mission: "To meet our constituents' present and future public transit needs by offering safe, clean, reliable, courteous, accessible and cost-effective service throughout the district."

RTD's mission is to provide transit service, and RTD recognizes that other public agencies and private developers are responsible for the region's built environment. However, RTD believes that increased coordination among public and private organizations in promoting TOD through land use planning, zoning, and the development process will result in higher-quality, sustainable communities that meet the varying objectives of all parties.

The Federal government has provided direction by recognizing livable communities and the importance of partnerships through the Partnership for Sustainable Communities, which includes the Department of Transportation (DOT), the Environmental Protection

Agency (EPA), and the Department of Housing and Urban Development (HUD). The mission of the Partnership for Sustainable Communities is to provide citizens with access to affordable housing, more transportation options, and lower transportation costs, while protecting the environment in communities nationwide. Specifically, the Partnership for Sustainable Communities identified the following guiding principles in a June 16<sup>th</sup>, 2009 joint press release from DOT, EPA and HUD:

1. **Provide more transportation choices:** Develop safe, reliable and economical transportation choices to decrease household transportation costs, reduce our nation's dependence on foreign oil, improve air quality, reduce greenhouse gas emissions and promote public health.
2. **Promote equitable and affordable housing:** Expand location- and energy-efficient housing choices for people of all ages, incomes, races and ethnicities to increase mobility and lower the combined cost of housing and transportation.
3. **Enhance economic competitiveness:** Improve economic competitiveness through reliable and timely access to employment centers, educational opportunities, services and other basic needs by workers as well as expanded business access to markets.
4. **Target resources to existing communities:** Target federal funding toward existing communities through such strategies as transit-oriented, mixed-use development and land recycling to increase community revitalization, improve the efficiency of public works investments, and safeguard rural landscapes.
5. **Coordinate and leverage federal policies and investments:** Align federal policies and funding to remove barriers to collaboration, leverage funding and increase the accountability and effectiveness of all levels of government to plan for future growth, including making smart energy choices such as locally generated renewable energy.
6. **Value unique characteristics of communities, no matter their size:** Enhance the unique characteristics of all communities by investing in healthy, safe and walkable neighborhoods – rural, urban or suburban.

These federal livability principles provide a policy framework which helps guide federal funding decisions. As such, they provide important insight as to what RTD's federal partners consider to be important in fashioning better integration among land use, transportation and the environment.

RTD has the power of eminent domain, or condemnation, to carry out the purposes set forth in its enabling act (C.R.S. 32-9-161). Pursuant to its enabling act, RTD is authorized to operate a mass transportation system (C.R.S. 32-9-107). Therefore, RTD may exercise the power of eminent domain as necessary for the operation of its mass transportation system. RTD does not have authority to exercise its power of eminent domain for any other use, even if it serves a public purpose.

## **TOD Vision**

RTD's vision for TOD is to encourage compact, mixed-use, pedestrian-oriented, high-quality development at and around transit stations consistent with federal requirements, regional goals, and community objectives—including sustainable growth—in partnership with stakeholders while operating an attractive, comfortable, and convenient transit system for the residents of the district.

Since there is no one-size-fits-all approach to TOD, RTD has identified four key goals to best achieve success:

1. Promoting multi-sector, cross-jurisdictional partnerships;
2. Encouraging livable communities and sustainable development that support the transit system;
3. Ensuring a hierarchy of multimodal access; and
4. Protecting and enhancing RTD's transit assets.

## **2.5 Goals and Strategies**

***Goal 1: RTD will foster relationships with local jurisdictions, regional agencies, private developers, local residents and businesses, and other stakeholders to support transit station area planning and TOD implementation.***

Strategies to achieve this goal include:

- Providing RTD staff expertise and resources to local jurisdictions for station area planning and zoning
- Supporting efforts to encourage TOD by DRCOG, which include conducting research, sharing information, and providing planning assistance to connect transit service expansion to economic and community development that supports sustainable growth consistent with the DRCOG Metro Vision Plan
- Working with trade and advocacy organizations—such as the Urban Land Institute (ULI)—to promote TOD education and best practices
- Promoting and developing partnerships with private developers, public agencies and other stakeholders to advance TOD beyond planning to implementation

***Goal 2: RTD will encourage livable communities and sustainable development that support the transit system.***

Strategies to achieve this goal include:

- Collaborating with local jurisdictions on station area planning and TOD for areas within up to a 10-minute walk of stations
- Advocating for new development which generally meets the following characteristics in support of federal livability principles :
  - It is denser than existing development patterns in the surrounding area

- It contains a mix of uses
  - It has a compact and attractive urban design
  - It promotes multimodal access so individuals need not rely on single occupant vehicles and allows easy pedestrian access to transit facilities
  - It supports a diversity of housing choices, including choices for low and moderate income individuals
  - It incorporates sustainable development strategies such as renewable energy, sustainable building materials, stormwater management, and comprehensive parking management.
- Promoting the development of "transit oriented communities" which embrace livability principles and truly integrate transit facilities with the surrounding community
  - Promoting workforce development to enhance the strength and competitiveness of the local economy
  - Encouraging local jurisdictions to adopt TOD supportive policies, plans and zoning for areas within a 10-minute walk of transit stations within their jurisdiction that provide a flexible framework for TOD and prevent development which does not support transit
  - Participating in joint development projects which provide the opportunity to preserve ridership, build or improve infrastructure to support transit, have local jurisdiction support and embrace the principles of livable communities

***Goal 3: RTD supports multimodal access to the transit system by all users.***

Strategies to achieve this goal include:

- Supporting a hierarchy of access to rapid transit which considers the following modes in order of priority: pedestrians, bus riders, bicyclists, vehicles (short-term parking), and vehicles (long-term parking)
- Considering access needs beyond RTD property in the planning and design of transit stations, including:
  - Pedestrian connections to destinations within a 5- to 10-minute walk
  - Regional bus transit and bicycle connections
  - Vehicular access for the station catchment area
- Strategically managing the use and construction of RTD parking facilities to balance vehicular access and the opportunity for TOD to maximize ridership at

stations and minimize the need for single-occupancy vehicle trips by transit riders outside of their trips to stations

- Optimizing RTD parking at stations by considering: proximity to Downtown Denver (less parking closer in), local feeder bus service (less parking with higher levels of service), and pedestrian connectivity (less parking with good pedestrian connections)

**Goal 4: *Protect and enhance RTD's transit assets and investments.***

Strategies to achieve this goal include:

- Where appropriate, pursuing TOD as a means to increase the transit value of RTD-owned land near stations
- Encouraging local jurisdictions to support TOD by:
  - Utilizing best practices in TOD planning and implementation around transit stations
  - Encouraging station area planning early in the transit planning process, consistent with the Federal Transit Administration's (FTA) New Starts guidance for transit-supportive land uses
- Leveraging federal investment in the regional transit system, recognizing that there is significant competition among regions throughout the country for federal transit support, by:
  - Ensuring consistency of local policy with the FTA's guidelines for transit joint development, which mandate a transit element, economic development, new or enhanced inter-modal coordination, and non-vehicular capital improvements resulting in increased transit usage
  - Encouraging consistency of local policy with the Federal Partnership for Sustainable Communities which promotes access to affordable housing, more transportation options, and lower transportation costs, while protecting the environment in communities nationwide.
- Where appropriate consider transitioning surface parking to structured parking, other transit-related facilities or TOD (including shared parking with consideration of RTD's parking management program and governing state legislation on parking) and in doing so preserve the operational efficiency of the existing transit facility
- Utilizing shared and joint-use parking when available to reduce parking costs and add ridership, including purchase of parking in private or public parking facilities on a long term lease or other means through a partnership arrangement with local governments or private developers. Shared and joint-use parking will be developed in coordination with the RTD parking management program and state legislation.

- Favoring the acquisition of permanent rights that meet transit requirements to ensure satisfactory continuing control of RTD property
- Utilizing joint development as a means to protect and enhance station ridership and build or improve infrastructure needed to support transit and the development of livable communities.
- Where land sales are pursued for joint development projects, ensuring that there will be continuing utilization of the land for TOD purposes
- Recognizing that RTD will only acquire property for transit purposes (if opportunities arise when those transit purposes can be met as required, and the potential for locally supported and entitled developments at or near RTD stations emerge), RTD will consider such development provided that the proposed development: (i) meets the transit purpose for which the property was required; (ii) complies with all federal, state and local laws; (iii) enhances transit use; and (iv) supports the principles of livable communities.

**Exhibit B**  
**DRCOG Station Area/Urban Center Studies Eligibility Criteria**  
**(Table 15 of Final 2012-2017 TIP Policy)**

**Station Area Master Plan or Urban Center Studies** further implementation of the fiscally constrained rapid transit system (Figure 32 of the 2035 Metro Vision RTP document) at existing or future rapid transit station locations OR further implementation of urban centers identified in the Metro Vision 2035 plan (<http://www.drcog.org/documents/UrbanCenters.pdf>). Such studies include the three types of planning studies described below.

1. Corridor-wide station area master plans and/or urban center studies focusing on:
  - Maximizing both multi-modal connectivity and successful station area/urban center development along the corridor
  - Involving all the local jurisdictions and other major stakeholders along the corridor
  - Completing an action plan identifying, on a corridor basis, such things as needed plan updates, code revisions, and financial or regulatory incentives
2. Creation and adoption of a station area master plan or urban center study. The scope of such a plan/study must include:
  - Identification of the plan horizon year
  - Definition of area activity focus (character, nature, typology)
  - Identification (map) of type and density of future land uses, including quantifiable goals for mix of uses (e.g., a target jobs/housing balance) and increased housing and employment density
  - Circulation plan(s) (maps) for motor vehicles, transit, bicycle and pedestrian modes, including quantifiable goals for multi-modal connectivity (e.g., street network density, sidewalk coverage, route directness) both within the area and the region
  - Housing strategy, including quantifiable goals for housing diversity, as well as age and income diversity (e.g., percent of housing units that are affordable)
  - Parking strategy (e.g., parking maximums, shared parking, pricing strategies, etc.)
  - Public spaces plan (map), including identification of pedestrian areas and characteristics
  - Identification of the transportation impacts and air quality benefits of the proposed plan (CMAQ benefits reporting requirement)
  - A clear and realistic implementation strategy to accomplish the master plan, including identification of necessary zoning changes and infrastructure improvements

- Active involvement by DRCOG, any relevant transit agency, and the public in the development of the plan
3. Additional “Next Step” plans/studies to further the development of the area if a station area master plan or urban center study has already been adopted. Such plans/studies are only eligible if they:
- Are for planning activities that are clearly and unambiguously related to transportation infrastructure for use by the general public, AND
  - Are for planning/design activities that do not conflict with any relevant transit agency’s planning/design activities as demonstrated by a letter of concurrence from the agency, AND
  - Total no more than \$200,000 federal funds awarded for transportation-related planning activities at an individual station and/or urban center, aggregate (total of funds awarded for preparation of a plan/study and any “next step” plans/studies over ALL TIP cycles for which planning funds are awarded)
  - No more than three or urban centers can be included in any single funding request for a plan/study. Funding requests for corridor-wide plans have no limit on number of stations or urban centers. When multiple stations or urban centers are included, all evaluation criteria refer to the average conditions for those locations.

<b>Evaluation Criteria</b>	<b>Points</b>	<b>Scoring Instructions</b>
Current VMT per capita	0-10	Based on the 2005 VMT per capita (jobs plus population) of the station area/urban center; 10 points will be awarded if the 2005 VMT per capita is 25 or more; 0 points if the 2005 VMT per capita is 20 or less; with straight line interpolation between. <i>Source: DRCOG’s 2005 model.</i>
Multimodal potential	0-20	Based on the reduction potential in SOV percentage (2005 to 2035) in the station area/urban center; 20 points will be awarded if the decrease in the percentage of trips made by SOV is 5 percentage points or more; 0 points if the decrease is 0 percentage points (or is an increase); with straight line interpolation between. <i>Source: DRCOG models.</i>
Development potential	0-10	Based on the “attractiveness” score of the station area/urban center; 10 points will be awarded if the station area/urban center has an “attractiveness” score of 2,100 or more; 0 points if the station area/urban center has an “attractiveness” score of 1,100 or less; with straight line interpolation between. <i>Source: DRCOG’s land use model, combined residential, retail and commercial attractiveness</i>
Existing study area land use, ownership, income, environmental justice characteristics	0-22	A maximum of 3 points will be awarded based on the percentage of the study area that is brownfields: 3 points will be awarded if the study area is 30% or more brownfields; 0 points will be awarded if the study area is 0% brownfields; with straight line

		<p>interpolation between.  <b>AND</b> a maximum of 6 points will be awarded based on the number of different property owners within 1/4 mile of the study area: 6 points will be awarded if there are 50 or more owners; 0 points will be awarded if there are 2 or fewer owners; with straight line interpolation between.  <b>AND</b> a maximum of 7 points will be awarded based on the percentage of the study area that would be infill/redevelopment area as opposed to currently-undeveloped land: 7 points will be awarded if the study area is 80% or more infill/redevelopment; 0 points will be awarded if the study area is 10% or less infill/redevelopment (i.e., almost entirely currently undeveloped); with straight line interpolation between.  <b>AND</b> a maximum of 6 points will be awarded based on the percentage of the study area in low income or minority areas (reference 2035 Metro Vision RTP Figure 34): 6 points will be awarded if the study area is 75% or more low income or minority area; 0 points will be awarded if the study area is 15% or less low income or minority area; with straight line interpolation between.</p>
Environmental justice	0-3	<p>3 points will be awarded if 75% or more of the study area is located within a RTP-defined environmental justice area (Figure 34 of the 2035 Metro Vision RTP). The sponsor must identify anticipated benefits and/or disadvantages of the study to the environmental justice community in the submittal.          0 points will be awarded if less than 75% of the project length is located within a RTP-defined environmental justice area or if the benefits documentation is not provided.</p>
Overmatch	0-9	<p>Based on providing <i>above</i> the minimum 20 percent local funding match: 9 points will be awarded to projects with local match of 47 percent or more; 0 points to projects with the minimum 20 percent local match; with straight line interpolation between.</p>
Project-related Metro Vision implementation and strategic corridor focus	0-18	<p>Up to 18 points will be awarded as described in Appendix F.</p>
Sponsor-related Metro Vision implementation	0-8	<p>Up to 8 points will be awarded for sponsor actions implementing Metro Vision. Appendix G explains the specific criteria.</p>
<b>TOTAL</b>	<b>100</b>	

## **Exhibit C Preliminary Scope of Work**

### **Task 1: Overview and Documentation of Past Planning and Development Efforts**

The consultant will conduct interviews with past and present key staff members and stakeholders in order to summarize past planning and development efforts, including successes and failures, and lessons learned.

Deliverable: Overview and Documentation of Past Planning and Development Efforts to be incorporated in final plan document

### **Task 2: Develop Public Involvement Plan**

The consultant will work closely with City, RTD, and DRCOG staff to develop a detailed Public Involvement Plan to involve a number of key stakeholder groups, including public officials, property owners, local developers, and residential neighbors. Public outreach efforts for some of these groups may require extensive one-on-one interviews, or door to door contact. A project website will also be required.

Deliverable: Public Involvement Plan

### **Task 3: Documentation of Existing Conditions**

The consultant will inventory and conduct an extensive analysis of the following existing conditions locally within the study area as well as regionally:

- Regional Context
- Population and Households
- Employment
- Zoning and Land Use
- Real Estate Market Conditions
- Affordable Housing
- Infrastructure and Community Resources
- Environmental Conditions

Deliverable: Existing Conditions Report to be incorporated in final plan document

### **Task 4: Station Area Development Assessment**

The consultant will assess the development potential of each station area, create a set of realistic development scenarios, and examine the potential fiscal, economic, transportation, and social impacts of each development scenario, as well as potential mitigation strategies.

Deliverable: Station Area Development Assessment Report to be incorporated in final plan document

#### **Task 5: Development of Station Area Master Plan**

- The consultant will develop a comprehensive master station area plan for the Englewood, Oxford, and Bates Station areas, that will include the following elements:
- Identification of plan horizon year
- Definition of area activity focus (character, nature, typology)
- Identification (map) of type and density of future land uses, including quantifiable goals for mix of uses (e.g., a target jobs/housing balance) and increased housing and employment density
- Circulation plan (maps) for motor vehicles, transit, bicycle, and pedestrian modes, including quantifiable goals for multi-modal connectivity (street network density, sidewalk coverage, route directness) both within the area and to the region
- Zoning reform strategy, including recommendations to successfully reform existing industrial zoning to be compatible with housing uses based on current existing land uses as well as current allowed uses, and suggested zoning boundary changes
- Housing strategy, including quantifiable goals for housing diversity, as well as age and income diversity (percent of housing units that are affordable)
- Parking strategy (parking maximums, shared parking, pricing strategies)
- Public spaces plan (map), including identification of pedestrian areas and characteristics
- Identification of the transportation impacts and air quality benefits of the proposed plan (CMAQ benefits reporting requirement)
- Clear and realistic implementation strategy to accomplish the master plan, including identification of necessary zoning changes and infrastructure improvements

Deliverable: Draft Station Area Master Plan to be incorporated in final plan document

#### **Task 6: Adoption of Final Station Area Master Plan Document**

The consultant will present the draft Station Area Master Plan to RTD and DRCOG staff, public stakeholders, the Planning and Zoning Commission, and City Council in order to elicit feedback to be incorporated as changes in a final Station Area Master Plan that will be adopted through a public hearing and resolution process.

Deliverable: Final Station Area Master Plan Document

## EXHIBIT D

### FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

#### All FTA Assisted Third Party Contracts and Subcontracts (FTA 1 – FTA 7)

(Note: All references to "Contractor" apply to City as a subrecipient of federal funds, and shall further flow down and apply to Consultant.)

#### FTA 1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- A. RTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTD, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- B. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### FTA 2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution or performance of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18

U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

- C. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **FTA 3 ACCESS TO RECORDS AND REPORTS**

- A. For a period of three years following Contract closing, the Contractor shall maintain, preserve and make available to RTD, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives, access at all reasonable times to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or his or her authorized representatives, including any project management oversight contractor, access to Contractor's records and sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.
- B. The Contractor shall maintain and RTD shall have the right to examine and audit all records and other evidence sufficient to reflect properly all prices, costs or rates negotiated and invoiced in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor's offices engaged in performing the Contract.
- C. If this Contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.
- D. "Access to Records and Reports" applies with equal force and effect to any subcontractors hired by the Contractor to perform Work under this Contract. The Contractor shall insert this provision in all subcontracts under this Contract and require subcontractor compliance therewith.

### **FTA 4 FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement between RTD and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract. Contractor may contact either RTD or FTA for a copy of the current FTA Master Agreement.

## FTA 5 CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying Contract:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Contract:
  1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Contract. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons

with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- C. Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **FTA 6 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS**

The provisions of this Contract include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTD requests which would cause RTD to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flow down.

#### **FTA 7 ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan, if any, issued in compliance with the Energy Policy and Conservation Act.

#### **Awards Exceeding \$10,000**

#### **FTA 8 TERMINATION**

A. For Convenience. RTD may, by giving at least 14 days' written notice to the Contractor, terminate this Contract, or suspend performance hereunder, in whole or in part and at any time for RTD's convenience. The Contractor shall be compensated solely for Work satisfactorily performed prior to the effective date and time of termination or suspension. The Contractor shall have no right to recover lost profits on the balance of the Work, or any other measure of damages.

B. For Default. RTD may declare default in the Contractor's performance of any term of this Contract by giving seven days' written notice to the Contractor specifying with particularity the basis for such default. The Contractor shall deliver a response in writing to RTD within five days of Contractor's receipt of RTD's default notice setting forth a reasonable proposal to cure or to prevent repetition of the default. If the Contractor fails to timely respond to the notice of default, fails to cure the default, or if the default occurs again on any Work performed (or which should have been performed) during the remainder of the Contract term (including options), RTD shall have the right to terminate this Contract for default by written notice. RTD is not required to provide subsequent

written notices of default for recurring instances of default already brought to the attention of the Contractor in a written notice. In the event of such termination for default, the Contractor shall be compensated solely for Work satisfactorily performed prior to the effective date and time of termination. RTD may proceed with the Work by contract or otherwise and the additional cost to RTD of completing the Work shall be deducted from any sum due the Contractor. If after termination for default it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for RTD's convenience. The foregoing shall be in addition to any other legal or equitable remedies available to RTD.

C. Suspension of Work. RTD may suspend the performance of the Contractor by giving the Contractor seven days' written notice. Upon Contractor's receipt of notice of suspension of Work, the Contractor shall perform no further Work and RTD will not be required to reimburse the Contractor for any costs incurred subsequent to Contractor's receipt of notice of suspension and prior to notice to resume Work, if any. Suspension of Work may be in whole or in part, as specified by RTD. The Contractor shall continue to submit invoices for Work performed. If after six months of suspension, RTD has not given the Contractor notice to resume Work, the Contractor is entitled to request in writing that RTD either (1) amend the Statement of Contract Cost or (2) terminate the Contract pursuant to "Termination for Convenience." If suspension for more than six months is not due in any part to the fault of the Contractor, RTD shall be required to amend or terminate the Contract. No amendment to the Statement of Contract Cost shall be made under this Article if suspension, delay, or interruption is due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

### **Awards Exceeding \$25,000**

### **FTA 9 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

- A. If this Contract is valued at **\$25,000 or greater**, it is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- B. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- C. By accepting this Contract, Contractor is certifying as follows:
  1. The certification in this clause is a material representation of fact relied upon by RTD. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to RTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or

debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract.

2. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **Planning, Research, Development, and Demonstration Projects**

### **FTA 26 PATENT RIGHTS**

- a. General. If any invention, improvement, or discovery of the Recipient or any subrecipient or any third party contractor at any tier is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FTA immediately and provide a detailed report in a format satisfactory to FTA.
- b. Federal Rights. The Recipient agrees that its rights and responsibilities, and those of each subrecipient and each third party contractor at any tier, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Recipient agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that subagreement, third party contract, or third party subcontract, as specified in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401 (implementing 35 U.S.C. §§ 200 *et seq.*), irrespective of the status of the Recipient, subrecipient, or third party contractor (*i.e.*, a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, individual, *etc.*).

### **FTA 27 RIGHTS IN DATA AND COPYRIGHTS**

- a. Definition. The term "subject data," as used in this Article means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data" does not include financial reports, cost analyses, or similar information used for Project administration.
- b. General. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Cooperative Agreement for the Project:

- i Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.
    - ii The restrictions on publication of Subsection b(1) of this Article, however, do not apply to a Grant Agreement or Cooperative Agreement with an institution of higher learning.
- c. Federal Rights in Data and Copyrights. The Recipient agrees to provide to the Federal Government a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this Subsection c of this Article. As used herein, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government's license to:
  - i Any subject data developed under the Grant Agreement or Cooperative Agreement for the Project, or under a subagreement or third party contract supported with Federal assistance derived from the Grant Agreement or Cooperative Agreement for the Project, whether or not a copyright has been obtained; and
  - ii Any rights of copyright to which a Recipient, subrecipient, or a third party contractor purchases ownership with Federal assistance.
- d. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, except to the extent that FTA determines otherwise in writing, the Recipient of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection .c of this Article, FTA may make available to any FTA recipient, subrecipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection .a of this Article and shall be delivered as the Federal Government may direct. This Subsection .d, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use when the costs thereof are financed with Federal funds for capital Projects.

- e. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing, upon request by the Federal Government, the Recipient agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Recipient shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.
- f. Restrictions on Access to Patent Rights. Nothing in this Article pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- g. Data Developed Without Federal Funding or Support. In connection with the Project, the Recipient may find it necessary to provide data to FTA developed without any Federal funding or support by the Federal Government. The requirements of Subsections .b, .c, and .d of this Article do not apply to data developed without Federal funding or support, even though that data may have been used in connection with the Project. Nevertheless, the Recipient understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."
- h. Requirements to Release Data. To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," at 49 C.F.R. § 19.36(d), or subsequent Federal laws or regulations, the Recipient understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the provisions of the Freedom of Information Act (or another Federal law providing access to such records).

## COUNCIL COMMUNICATION

<b>Date:</b> February 6, 2012	<b>Agenda Item:</b> 11 a iv	<b>Subject:</b> Intergovernmental Agreement: POST Board Fiscal Agent
<b>Initiated By:</b> Police Department		<b>Staff Source:</b> John Collins, Chief of Police

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

N/A

### RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a Bill for an Ordinance authorizing the Mayor to accept a grant from the State of Colorado that will authorize the City of Englewood to act as the Fiscal Agent on behalf of the POST Greater Metro Region Training Committee.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Peace Officer Standards and Training Board (POST) of the Office of the Colorado Attorney General has the primary mission to establish and maintain the standards for peace officer training and certification that are relevant, realistic and responsive to an ever-changing world. The purpose of this Grant is for the Grantee to assist the State in fulfilling its responsibility of providing professional quality training programs to Colorado peace officers who risk their lives every day in the normal course of their duties; quality training is crucial for peace officers who are expected to make quick and difficult health and safety decisions that are in the best interests of the citizens of Colorado and to the officer. Therefore, the reimplemention of state funding for peace officer training programs enables the POST Board to provide substantial training for peace officers who serve the citizens of Colorado.

Each year, various regions within the State submit applications for the grant that has been established. The Greater Metro Region, of which the Englewood Police Department is a voting member, provides low-cost and free training to the members of the Greater Metro Region as well as scholarships to those agencies that could not otherwise afford the training. One of the requirements for each region is that a Fiscal Agent be established so that disbursement of training dollars is issued to vendors or local law enforcement agencies. The Greater Metro Region has asked the City of Englewood's Finance and Administrative Services Department to act as their Fiscal Agent.

### FINANCIAL IMPACT

The Fiscal Agent will be responsible for distributing checks, estimated to be about fifty checks per year. In turn the POST Board has authorized that the City of Englewood receive a 5% Administrative fee for acting as the Fiscal Agent. The current 2011/2012 grant, which expires on

June 30, 2012, has a fund balance of \$170,200.18 of which the City of Englewood will receive 5%.The Police Department will also receive a scholarship towards free training.

**LIST OF ATTACHMENTS**

Waiver of Insurance  
Proposed Bill for an Ordinance



Department of Law  
1525 Sherman Street  
Denver, CO 80203  
(303) 866-5692  
Fax: (866) 858-7486  
email: POST@state.co.us

January 25, 2012

**BOARD MEMBERS**

**John W. Suthers**  
Attorney General  
*Chair*

**Chief Heather A. Coogan**  
*City of Littleton*  
*Vice Chair*

**Chief Mark R. Beckner**  
*City of Boulder*

**Chief John S. Camper**  
*City of Grand Junction*

**Exec. Director James H. Davis**  
*Department of Public Safety*

**Sergeant Louis A. Dixon III**  
*Adams County*

**Sergeant David Edmondson**  
*City of Colorado Springs*

**Sheriff James F. Faull**  
*Prowers County*

**Sheriff Chris Johnson**  
*Otero County*

**Chief Daniel J. Oates**  
*City of Aurora*

**Officer Nicholas A. Peck**  
*City of Fruita*

**Sheriff Joe Pelle**  
*Boulder County*

**Mr. Robert L. Pence**  
*Public Member*

**Sheriff Kirk M. Taylor**  
*Pueblo County*

**Sheriff David A. Weaver**  
*Douglas County*

**Chief David Wohlers**  
*City of Idaho Springs*

**SAC James F. Yacone**  
*Federal Bureau of Investigation*

Chief John Collins  
Englewood Police Department  
3615 S. Elati St.  
Englewood, Colorado 80110

RE: Contract insurance requirement

Dear : Chief Collins

As we had discussed on January 20, 2012, the standard state contract for the fiscal agents for the P.O.S.T. grant training regions requires an insurance policy to be enforced. I have reviewed this issue with our Director of Administration Hugh Wilson and have been able to secure a waiver of that requirement. As the potential fiscal agent for the Greater Metro Region (GMR) your agency does not have to comply with this contract requirement.

I hope this clarifies the insurance requirement for the Grantee for the Greater Metro Region.

Sincerely,

FOR THE ATTORNEY GENERAL

Steven A. Neumeyer

STEVEN A. NEUMEYER  
Deputy Director  
Peace Officer Standards & Training  
Criminal Justice Section  
303-866-5908

(FAX)

Email:

AG File:

**Board Staff**  
**Paul D. Schultz**  
*Director*

**Steve Neumeyer**  
*Deputy Director*

**Diane Marie Dash**  
*Board Counsel*

**Cristine S. Mack**  
*P.O.S.T. Investigator*

**Ruth VanDerBroek**  
*Compliance Officer*

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2012

COUNCIL BILL NO. 6  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT FROM THE STATE OF COLORADO THAT WILL AUTHORIZE THE CITY OF ENGLEWOOD TO ACT AS THE FISCAL AGENT ON BEHALF OF THE POLICE OFFICER STANDARDS AND TRAINING BOARD (POST) GREATER METRO REGION TRAINING COMMITTEE.

WHEREAS, the Peace Officer Standards and Training Board (POST) of the Office of the Colorado Attorney General has the primary mission to establish and maintain the standards for peace officer training and certification that are relevant, realistic and responsive to an ever-changing world; and

WHEREAS, this Grant is for the City to assist the State in fulfilling its responsibility of providing professional quality training programs to Colorado peace officers who risk their lives every day in the normal course of their duties and are expected to make quick and difficult health and safety decisions that are in the best interests of the citizens of Colorado; and

WHEREAS, the Greater Metro Region, of which the Englewood Police Department is a voting member, provides low-cost and free training to the members of the Greater Metro Region as well as scholarships to those agencies that could not otherwise afford the training; and

WHEREAS, one of the requirements for each region is that a Fiscal Agent be established so that disbursement of training dollars can be issued to vendors or local law enforcement agencies;

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

Section 1. . The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the grant from the State of Colorado to act as the Fiscal Agent on behalf of the Police Officers Standards and Training Board (POST) Greater Metro Region Training Committee, attached hereto as Exhibit 1.

Section 2. The Mayor is hereby authorized to sign the POST Grant for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 6th day of February, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of February, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 8<sup>th</sup> day of February, 2012 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 6th day of February, 2012.

---

Loucrishia A. Ellis

**STATE OF COLORADO  
DEPARTMENT OF LAW  
Grant Agreement  
with  
GREATER METRO TRAINING REGION**

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**1. PARTIES**

This Grant Agreement (hereinafter called "Grant") is entered into by and between **City of Englewood** on behalf of **Greater Metro Training Region** (hereinafter called "Grantee" or "GMTR"), located at 1000 Englewood Parkway, Englewood, CO 80110, and the **STATE OF COLORADO** acting by and through the **Department of Law** (hereinafter called the "State" or "DOL" or "POST"), located at 1525 Sherman Street, Denver CO, 80203.

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.**

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

**3. RECITALS**

**A. Authority, Appropriation, and Approval**

Authority to enter into this Grant exists under Colorado statutory authority C.R.S. § 24-31-310 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. § 42-3-304 (24) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

**B. Consideration**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

### **C. Purpose**

The Peace Officer Standards and Training Board ("P.O.S.T") of the Office of the Colorado Attorney General has the primary mission to establish and maintain the standards for peace officer training and certification that are relevant, realistic and responsive to an ever-changing world.

The purpose of this Grant is for the Grantee to assist the State in fulfilling its responsibility of providing professional quality training programs to Colorado peace officers who risk their lives every day in the normal course of their duties; quality training is crucial for peace officers who are expected to make quick and difficult health and safety decisions that are in the best interests of the citizens of Colorado and to the officer; and, therefore, the reimplemention of state funding for peace officer training programs enable the P.O.S.T. board to provide substantial training for peace officers who serve the citizens of Colorado.

### **D. References**

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

## **4. DEFINITIONS**

The following terms as used herein shall be construed and interpreted as follows:

### **A. Budget**

"Budget" means the budget for the Work.

### **B. Peace Officer Training**

"Peace Officer Training" means training that has been approved by the P.O.S.T. board as necessary and appropriate in the furtherance of the statutory mission of enhancing both public and officer safety.

### **C. P.O.S.T.**

"P.O.S.T." means the Peace Officer Standings and Training board of the Office of the Colorado Attorney General.

### **D. Evaluation**

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in §6.

### **E. Exhibits and other Attachments**

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Expense Reimbursement Request Form) and **Exhibit B** (Option Letter).

### **F. Goods**

"Goods" means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

### **G. Grant**

"Grant" means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

### **H. Grant Funds**

"Grant Funds" means available funds payable by the State to Grantee pursuant to this Grant.

### **I. Party or Parties**

"Party" means the State or Grantee and "Parties" means both the State and Grantee.

### **J. Program**

"Program" means the Colorado Peace Officer Training Project which provides the funding for this Grant.

### **K. Review**

"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6.

### **L. Services**

"Services" means the required services to be performed by Grantee pursuant to this Grant.

### **M. Sub-grantee**

"Sub-grantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

### **N. Work**

"Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this

Grant, including the performance of the Services and delivery of the Goods.

**O. Work Product**

“Work Product” means the tangible or intangible results of Grantee’s Work, including but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

**5. TERM**

**A. Initial Term-Work Commencement/Completion**

The Parties respective performances under this Grant shall commence on the later of either the Effective Date or December 15, 2011. This Grant shall terminate on **June 30, 2012** unless sooner terminated or further extended as specified elsewhere herein. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

**B. Two Month Extension**

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

**C. State’s Option to Extend/Increase Amount of Grant**

The State may require continued performance for a period of one (1) year at the same rates and same terms specified in the Grant and/or the State may require the need to increase the maximum amount payable under this Grant to Grantee for current term. If the State exercises this option, it shall provide written notice to Grantee at least 30 days prior to the end of the current Grant term in form substantially equivalent to **Exhibit B (Option Letter)**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant. The total duration of this Grant, including the exercise of any options under this clause, shall not exceed two (2) years.

**6. STATEMENT OF WORK**

**A. State’s Obligations**

The State shall provide Grantee with an electronic version of the POST Workbook (hereinafter called the “Workbook”), as Grantee will be required to submit various reports to the State in an electronic format via e-mail. The workbook shall contain instructions, administrative procedures and guidelines required by the State for the implementation of this Grant.

**B. Grantee’s Obligations**

Grantee shall complete the Work and its other obligations as described herein this §6 on or before the expiration of this Grant, as defined above in §5(A). Pursuant to this Grant, Grantee shall perform the following required duties, but not limited to, as required by the State:

i. Reports.

- a. **Curriculum Development Report** - Grantee shall submit to the State for approval, a curriculum development report (hereinafter called the “curriculum report”), describing in detail the curriculum to be developed, including a detailed timeline outlining the intended progress of the development and drafts of prescribed deliverables.

Curriculum Development Report due to the State upon execution of this Grant.

- b. **Semi-Annual Progress Report** – Grantee shall submit to the State a semi-annual progress report (hereinafter called the “semi-annual report”), detailing the progress and accomplishments of said Curriculum Development Report, as defined above in §6(B)(i)(a). The progress report shall include a detailed listing of all expenditures associated with and paid for with funds from this Grant.

Semi-Annual Progress Report due to the State by **January 31, 2012.**

- c. **Final Progress Report** – Grantee shall submit to the State a final progress report (hereinafter called the “final report”), shall contain a comprehensive statistical analysis of the overall accomplishments associated with said Curriculum Development Report, as defined above in §6(B)(i)(a). The final report shall include a detailed listing of all expenditures associated with and paid for with funds from this Grant.

Final Progress Report due to the State by **July 31, 2012.**

- ii. **Training Classes.** Grantee shall submit to the State a list of POST approved training classes anticipated to be conducted and/or sponsored. The Grantee shall submit to the State a training schedule of when an individual training class is to be conducted, sponsored, and/or attended at least three (3) weeks prior to the actual date of the class. The POST Identification Number must accompany all registration data in order for the Grantee to account for all officers in attendance and for those officers to receive credit in their POST training files. Attendance rosters shall be submitted electronically to the State within seven (7) days of the conclusion of the class. All associated costs with conducting, sponsoring, and/or attending classes for which funds are requested shall be documented accordingly by the Grantee and made available to the State for auditing purposes.
- iii. **Equipment and/or Capital Equipment.** Grantee shall submit to the State a complete description, including model and serial number where applicable, of the equipment and/or capital equipment to be purchased with funds from this Grant. A copy of any competitive bids and/or estimates shall also be submitted to the State, as well as information outlining what agency will maintain possession of the equipment/capital equipment, and the required inventory of capital equipment.
- iv. **Reimbursement Request/Disbursements:** All disbursements shall be reimbursements by the State for actual costs incurred by the Grantee. Upon approval by the State, all disbursements shall be in the form of a check; there shall be no electronic transfer of funds. All transactions must be documented in the format required by POST and in accordance with POST-mandated timelines. Grantee shall electronically submit to the State the appropriate POST approved Expense Reimbursement Request Form, attached hereto as **Exhibit A**. All reimbursement requests for work performed through June 30<sup>th</sup> must be submitted to the State by **July 7<sup>th</sup>** in order to be paid within the State’s fiscal year cycle. The State shall monitor Grantee’s performance to ensure Grant funds are utilized appropriately, according to this Grant.

**C. Goods and Services**

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

**D. Employees**

All persons employed by Grantee or Subgrantees shall be considered Grantee’s or Subgrantees’ employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

**7. PAYMENTS TO GRANTEE**

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

**A. Maximum Amount**

The maximum amount payable under this Grant to Grantee by the State is **\$170,200.18**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance set forth in this

Grant.

## **B. Payment**

### **i. Interim and Final Payments**

Any payment allowed under this Grant shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting an Expense Reimbursement Request Form to the State, attached hereto as **Exhibit A**.

### **ii. Interest**

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

### **iii. Available Funds-Contingency-Termination**

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

### **iv. Erroneous Payments**

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

## **C. Use of Funds**

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Grantee may adjust budgeted expenditure amounts up to 10% within each line item of said Budget without approval of the State. Adjustments in excess of 10% shall be authorized by the State in an amendment to this Grant. The State's total consideration shall not exceed the maximum amount shown herein.

## **8. REPORTING - NOTIFICATION**

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

### **A. Performance, Progress, Personnel, and Funds**

Grantee shall submit various required reports to the State, as identified above in §6(B)(i) of this Grant. Said reports shall be delivered to the State's representative as set forth in §16(A) of this Grant. In addition, Grantee shall comply with all reporting requirements, as set forth in this §8.

### **B. Litigation Reporting**

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOL.

### **C. Noncompliance**

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

**D. Subgrants**

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

**9. GRANTEE RECORDS**

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

**A. Maintenance**

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of three years after the date this Grant is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

**B. Inspection**

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

**C. Monitoring**

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

**D. Final Audit Report**

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

**10. CONFIDENTIAL INFORMATION-STATE RECORDS**

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

**A. Confidentiality**

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

**B. Notification**

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

**C. Use, Security, and Retention**

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

**D. Disclosure-Liability**

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

**11. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

**12. REPRESENTATIONS AND WARRANTIES**

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

**A. Standard and Manner of Performance**

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

**B. Legal Authority – Grantee and Grantee's Signatory**

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

**C. Licenses, Permits, Etc.**

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar

requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

### **13. BREACH**

#### **A. Defined**

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

#### **B. Notice and Cure Period**

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

### **14. REMEDIES**

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

#### **A. Termination for Cause and/or Breach**

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

##### **i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

##### **ii. Payments**

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

##### **iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the

State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

#### **B. Early Termination in the Public Interest**

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

##### **i. Method and Content**

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

##### **ii. Obligations and Rights**

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

##### **iii. Payments**

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

#### **C. Remedies Not Involving Termination**

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

##### **i. Suspend Performance**

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

##### **ii. Withhold Payment**

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

##### **iii. Deny Payment**

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

##### **iv. Removal**

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

##### **v. Intellectual Property**

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other

product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

**15. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. State:**

Steve Neumeyer, POST Deputy Director
Colorado Department of Law
1525 Sherman Street, 2 <sup>nd</sup> Floor
Denver, CO 80203
(303) 866-3482

**B. Grantee:**

Kevin Engels
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110
(303) 762-2413

**16. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

**17. GOVERNMENTAL IMMUNITY**

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

**18. STATEWIDE GRANT MANAGEMENT SYSTEM**

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Grant management system.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Grant Management System. Areas of Evaluation

and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Grant Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

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

## **19. GENERAL PROVISIONS**

### **A. Assignment and Subgrants**

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

### **B. Binding Effect**

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### **C. Captions**

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

### **D. Counterparts**

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

### **E. Entire Understanding**

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

### **F. Indemnification-General**

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

### **G. Jurisdiction and Venue**

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

### **H. Modification**

#### **i. By the Parties**

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in

accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

**ii. By Operation of Law**

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

**I. Order of Precedence**

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The provisions of the main body of this Grant,
- iii. Exhibit A,
- iv. Exhibit B.

**J. Severability**

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

**K. Survival of Certain Grant Terms**

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

**L. Taxes**

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

**M. Third Party Beneficiaries**

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

**N. Waiver**

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

**20. COLORADO SPECIAL PROVISIONS**

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

**A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

**B. FUND AVAILABILITY. CRS §24-30-202(5.5).**

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

**C. GOVERNMENTAL IMMUNITY.**

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

**D. INDEPENDENT CONTRACTOR**

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

**E. COMPLIANCE WITH LAW.**

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW.**

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

**G. BINDING ARBITRATION PROHIBITED.**

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

**H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

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

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

**J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**

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

Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**

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

**L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

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

SPs Effective 1/1/09

*[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]*

**22. SIGNATURE PAGE**

Grant Encumbrance No. \_\_\_\_\_

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

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

<p style="text-align: center;"><b>GRANTEE</b> <b>CITY OF ENGLEWOOD</b> <i>on behalf of</i> <b>GREATER METRO TRAINING REGION</b></p> <p>Name: <u>Randy P. Penn</u></p> <p>Title: <u>Mayor</u></p> <p>By: _____           *Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, Governor</b> <i>by and through</i> <b>DEPARTMENT OF LAW</b></p> <p>By: _____       John W. Suthers, Attorney General, or delegate       Cynthia H. Coffman, Chief Deputy Attorney General</p> <p>Date: _____</p>
<p style="text-align: center;">2nd Grantee Signature if Needed</p> <p>Name: _____</p> <p>Title: _____</p> <p>By: _____           *Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b> John W. Suthers, Attorney General</p> <p>By: _____       *Signature – Assistant Attorney General</p> <p>Date: _____</p>

**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

<p style="text-align: center;"><b>STATE CONTROLLER</b> <b>David J. McDermott, CPA</b></p> <p>By: _____</p> <p style="text-align: center;">Florine Nath, Controller Department of Law</p> <p>Date: _____</p>
---

23. EXHIBIT A – EXPENSE REIMBURSEMENT REQUEST FORM

**COLORADO P.O.S.T. PEACE OFFICER TRAINING**

**EXPENSE REIMBURSEMENT REQUEST FORM**

**GRANTEE:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**GRANT ENCUMBRANCE NO:** \_\_\_\_\_

Amount of Award \$ \_\_\_\_\_

Amount of Request \$ \_\_\_\_\_

Amount of Draws \$ \_\_\_\_\_

Balance (after receipt of request) \$ \_\_\_\_\_

**PAYMENT TO:** (This section must be completed by Grantee in order to receive payment)

Federal Identification Number: \_\_\_\_\_

Authorized Payee: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attention: \_\_\_\_\_

I **CERTIFY** that to the best of my knowledge, information and belief that the amounts reported above are correct and accurate, that all expenditures will be made in accordance with grant conditions and that payment is due and has not been previously requested.

\_\_\_\_\_  
Project Director or Fiscal Officer

\_\_\_\_\_  
Date Request Submitted

\_\_\_\_\_  
POST Program Manager

\_\_\_\_\_  
Date of Approval

24. EXHIBIT B – OPTION LETTER

OPTION LETTER SAMPLE

Date:	State Fiscal Year:	Option Letter No.	CMS Routing No.
-------	--------------------	-------------------	-----------------

SUBJECT: (Please indicate purpose by choosing one of the following)

- 1 - Option to renew only (for an additional term)
- 2 - Change in the amount of goods within current term
- 3 - Change in amount of goods in conjunction with renewal for additional term
- 4 - Level of service change within current term
- 5- Level of service change in conjunction with renewal for additional term

In accordance with Paragraph(s) \_\_\_\_\_ of contract routing number (Routing #), between the State of Colorado, Department of (agency name), and (contractor's name) the state hereby exercises the option for an additional term of (performance period) at a cost/price specified in Paragraph/Section/Provision \_\_\_\_\_, AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in Paragraph/Schedule/Exhibit \_\_\_\_\_.

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

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

**STATE OF COLORADO**  
**John W. Hickenlooper, GOVERNOR**  
**COLORADO DEPARTMENT OF LAW**  
By: \_\_\_\_\_  
Cynthia H. Coffman, Chief Deputy Attorney General  
For the Executive Director  
Date: \_\_\_\_\_

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER**  
**David J. McDermott, CPA**  
By: \_\_\_\_\_  
Florine Nath, Controller  
Colorado Department of Law  
Date: \_\_\_\_\_

## COUNCIL COMMUNICATION

<b>Date:</b> February 6, 2012	<b>Agenda Item:</b> 11 c i	<b>Subject:</b> Resolution Adopting the Englewood Complete Streets Toolbox as a Supplementary City Policy Document to Roadmap Englewood: The 2003 Englewood Comprehensive Plan
<b>Initiated By:</b> Community Development Department		<b>Staff Source:</b> John Voboril, Long Range Planner II

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council was briefed on Community Development's application to Tri-County Health Department's Communities Putting Prevention to Work (CPPW) anti-obesity grant fund for a proposed Downtown and Medical District Complete Streets planning project at study sessions held on June 21 and November 22, 2010. Council approved an Inter-Governmental Agreement with Tri-County Health Department on December 6, 2010 in order to receive grant funds from Tri-County. Council approved a consultant contract with Fehr and Peers Transportation Consultants, a firm selected through a competitive RFP process, on March 21, 2011. Council was briefed on the Complete Streets planning project and resulting *Englewood Complete Streets Toolbox* policy document at the December 5 Council study session.

### RECOMMENDED ACTION

Staff recommends that Council approve a resolution adopting the *Englewood Complete Streets Toolbox* as a supplementary City policy document to *Roadmap Englewood: The 2003 Englewood Comprehensive Plan*.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The *Englewood Complete Streets Toolbox* policy document describes each type of the Complete Street improvement options that Community Development and Public Works has agreed to consider as potential pedestrian and traffic safety improvements in the Downtown and Medical District area. The *Englewood Complete Streets Toolbox* will serve as a foundational policy shared by both departments to guide decision making for making pedestrian-oriented and traffic safety improvements in the Downtown and Medical Districts over the coming years. The toolbox document includes the following "kit of parts":

- High Visibility Crosswalks
- Mid-block Crossings and Curb Extensions
- Medians and Refuge Islands
- Sidewalks
- Directional Curb Ramps
- Traffic Safety Measures
- Pedestrian Signage

- Bus Shelters and Shuttle/Bus Service
- Bike Routes and Bike Racks
- Benches, Outdoor Dining, and Street Furnishings

The Complete Streets Toolbox policy document was reviewed by the Englewood Planning and Zoning Commission study session on November 24 and the Englewood Transportations Advisory Committee study session on November 17. After review of the document, both groups approved motions to recommend City Council adoption of the Complete Streets Toolbox as a policy tool to guide future investments in pedestrian improvements and traffic safety within the Downtown and Medical Districts.

### **FINANCIAL IMPACT**

The Englewood Complete Streets planning project was funded by Tri-County Health Department's CPPW grant program, which awarded the City \$88,634 for the project. Adoption of the *Englewood Complete Streets Toolbox* as a supplementary City policy document to *Roadmap Englewood: The 2003 Englewood Comprehensive Plan* will not obligate the City to provide additional City funding.

### **LIST OF ATTACHMENTS**

Proposed Resolution

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION APPROVING THE ADOPTION OF 2011 COMPLETE STREETS TOOLBOX AS A SUPPLEMENT TO THE "ROADMAP ENGLEWOOD: 2003 ENGLEWOOD COMPREHENSIVE PLAN".

WHEREAS, the Englewood City Council approved an intergovernmental agreement with Tri-County Health Department on December 6, 2010, in order to receive grant funds from Tri-County; and

City Council approved a consultant contract with Fehr and Peers Transportation Consultants, to complete the project at the March 21, 2011 Council Study Session; and

WHEREAS, the Planning and Zoning Commission reviewed the Complete Streets Toolbox at the November 24, 2011 Planning and Zoning Commission Study Session; and

WHEREAS, the Englewood Transportation Advisory Committee reviewed the Complete Streets Toolbox at the November 17, 2011 Transportation Advisory Committee Study Session;

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

Section 1. The City Council of the City of Englewood, Colorado, hereby approves the adoption of 2011 Complete Streets Toolbox as a supplement to *Roadmap Englewood: 2003 Englewood Comprehensive Plan*.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

### Medians & Refuge Island



Refuge medians allow people crossing the street to have a chance to safely wait for traffic.

### Mid-Block Crossings & Curb Extensions



Sidewalk Bump-Outs reduce the time needed to cross the street & increase safety.

### Pedestrian Signage



Pedestrian signs help provide information/direction and help celebrate the community brand.

### High-Visibility Crosswalks



Increasing awareness of places where people cross the street increases pedestrian safety.

### Benches, Outdoor Dining and Street Furnishings



Places to sit and rest along the street provide comfort for pedestrians.

### Sidewalks



Minimum sidewalk widths create space on the street for amenities and gathering.

### Traffic Safety and Speed Management



Making motorists aware of the speed limit and intersection rules increases pedestrian safety.

### Bike Routes & Bike Racks



# 2011

# COMPLETE STREETS TOOLBOX

Help direct pedestrian traffic across the street & protect corners from auto drive-over.

### Bus Shelters & Shuttle / Bus Service



Bus and shuttle services are an important part of a Complete Street network.

2011

Complete Streets Toolbox

City of Englewood,  
Colorado

# COMPLETE STREETS TOOLBOX



The Englewood Complete Streets Project is an initiative to take steps toward a community vision for mixed-use, pedestrian oriented development patterns in Englewood's Downtown and Medical Center Districts

## **Introduction 4**

*Project Background 4*

*What is a 'Complete Street' 4*

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*Medians with Refuge Island 15*

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*Directional Curb Ramps 17*

*Traffic Safety & Speed Management 18*

*Pedestrian Signage 19*

*Bus Shelters & Shuttle/Bus Service 20*

*Bike Routes & Bike Racks 21*

*Benches, Outdoor Dining & Street Furnishings 22*

## **Implementation Matrix**

# Introduction

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The Englewood Complete Streets Project is an initiative to take steps toward a community vision for mixed-use, pedestrian-oriented development patterns in Englewood's Downtown and Medical Center Districts. The Downtown and Medical Center Districts are served by the Broadway and Old Hampden Avenue corridors. As the historical heart of Englewood's Downtown Central Business District, Broadway is a prime candidate for pedestrian-oriented public improvement projects. The Old Hampden corridor, in addition to connecting the Medical District to Downtown, also serves as the front door to the Swedish Medical Center and Craig Hospital campus. Due to their major presence within the districts and service to the broader Englewood community, the Broadway historical main street corridor and the Old Hampden Avenue Corridor are the central focus of this study. However, the tools contained in this toolbox document are also applicable to secondary streets within the Downtown and Medical Center Districts. This document will serve as a working toolbox for both the Public Works and Community Development Departments as the City moves forward with traffic operational changes within the Downtown and Medical Center Districts in coming years.

This project is funded through a sub-grant of the Communities Putting Prevention to Work Initiative, a \$10.5 million grant awarded to Tri-County Health Department from the Centers for Disease Control Prevention. The initial application of this document is focused on the Englewood Downtown and Medical Center Districts. In the future, this toolbox may be applicable to other locations in the city and could be considered for other street improvement projects throughout the City.

## *Project Background*

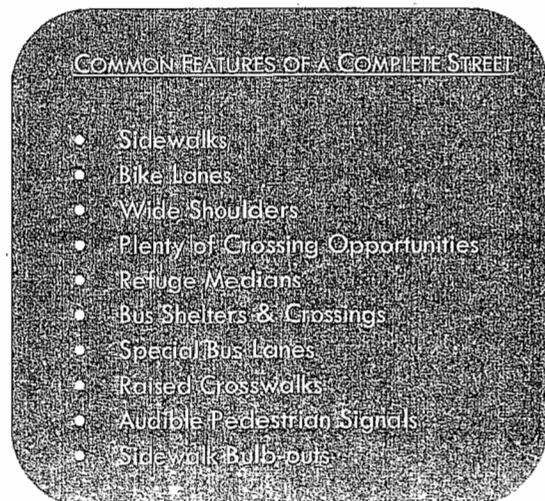
Prior to this project, the City of Englewood hired the Britina Design Group Team to conduct a public streetscape design planning process for the Downtown and Medical Center Districts. The project developed conceptual streetscape designs for the Broadway and Old Hampden Avenue corridors and identified a sequence of

steps necessary to plan, finance, design, and construct actual streetscape improvements based on stakeholder preferences. The results of the planning process are contained in the final plan document entitled *Ready, Set, Action! An Urban Design Action Plan for the Englewood Downtown and Medical Districts.*

The Englewood Complete Streets project was identified as a critical next step project in the *Ready, Set, Action!* planning process. The Complete Streets project differs from the original design charrette in its specific focus on a narrow subset of streetscape improvements that affect the nature and operation of the street network. Both motorized and pedestrian-oriented traffic movements were studied in greater detail by Fehr and Peers transportation consultants to form the basis of policy recommendations and infrastructure improvements to complete Englewood's streets.

## *What is a 'Complete Street'?*

A complete street allows safe access for all users of a road network. Pedestrians, bicyclists, motorists, and public transportation users of all ages and abilities are considered in the design and operation of a complete street. Because complete streets may exist in a variety of forms and locations, there is no prescription for their design. However, common features include:



# Context

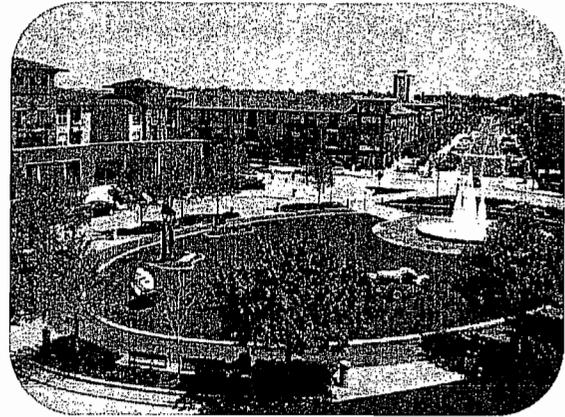
## *Existing Conditions*

Englewood's fine-grained neighborhoods contribute to the community's overall walkability and accommodate multi-modal travel. Broadway and Old Hampden are lively corridors with significant pedestrian activity. However, specific improvements along these corridors could help the streets become more complete and connected to Englewood's neighborhoods.

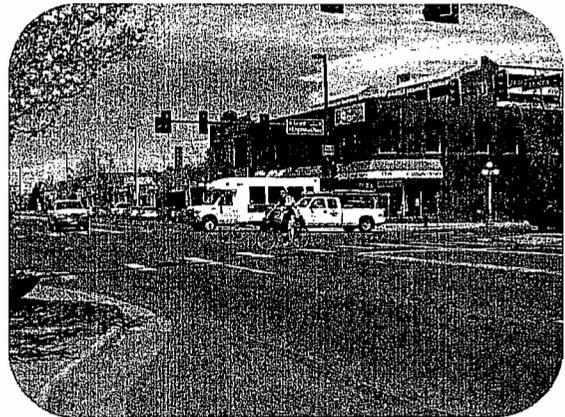
As the heart of the Downtown District, Broadway is home to many businesses. Visitors and residents can park once, either on-street or in locations behind businesses, and are within walking distance of several destinations on either side of Broadway. However, with approximately 30,000 vehicles traveling on Broadway near Hampden each day, the quality of the pedestrian environment and potential for complete street opportunities are not being realized. Old Hampden has less traffic with approximately 5,000 daily vehicles. This area is also generates a high level of pedestrian activity due to the location of major hospital facilities along the corridor. While there are currently sidewalks along most Englewood streets, fences, shrubs, narrow sidewalks, or curbs obstruct pedestrians along parts of Old Hampden. Complete streets improvements along Old Hampden could make the district more safe and accessible for all users of the roadway.

This document provides additional guidance on designing for more complete streets, while maintain the current lane widths for motor vehicles and on-street parking configurations. The goal of this toolbox is to identify fiscally responsible projects that can improve mobility for all users, and fulfill previous planning effort's goals for more non-motorized travel in the area.

In previous planning efforts specific locations have been addressed on a case-by-case basis. This toolbox is intended to provide more consistent guidance and build upon the previous improvements the city has made to enhance street function for all users.



**Streets connect to great places and economic centers**



**Streets are for all modes of travel**



**Streets connect diverse populations**





Existing Policies

Road Map Englewood: The 2003 Englewood

Comprehensive Plan contains the following goals and objectives that support complete streets policies:

Section 8: Transportation Goals	Objectives
<b>1. Enhance both the mobility and the accessibility of the transportation system</b>	<p>1-2. Recognize the limitations of increasing arterial road capacity by emphasizing capacity improvements to pedestrian, bicycle, and transit modes</p> <p>1-4. Maximize travel mode choice opportunities both within and between residential, commercial, recreational, and civic areas</p> <p>1-5. Build a transportation system that ensures universal access to historically underserved or disadvantaged groups including the elderly, children, the disabled, minorities, and low-income groups</p>
<b>2. Improve environmental qualities adversely impacted by automobiles for both local residents and visitors to the community, while also accommodating commuters</b>	<p>1-7. Improve directional signage for automobile traffic, pedestrians, and bicyclists</p> <p>2-1. Utilize a variety of traffic calming and speed reduction methods to slow traffic on collector routes and on adversely impacted local residential streets</p> <p>2-3. Pursue strategies to improve air quality and reduce fossil fuel usage</p>
<b>4. Promote a quality of life transportation philosophy that seeks to create an environmentally attractive, pedestrian-friendly community</b>	<p>4-1. Create continuous transit and non-motorized connections between City Center and downtown Englewood, as well as the surrounding residential and business community</p> <p>4-2. Improve bicycle facilities and infrastructure in strategic locations throughout the city</p> <p>4-3. Design safe, attractive, high volume pedestrian routes connecting public places that encourage the attention and presence of people at all hours of the day and night.</p> <p>4-5. Promote Englewood as one community by achieving integration between individual neighborhoods as well as neighboring commercial districts through the design of a full transportation network.</p>

The 2010 Englewood Downtown and Medical District Small Area Plan includes the following goals and objectives in support of complete streets.

<i>Transportation Goals</i>	<i>Objectives</i>
<b>1. Continue to support, operate, and improve the ART Shuttle</b>	1-1. Explore extending hours of operation to include nights and weekends 1-2. Re-evaluate the number of current stops provided to decrease waiting and travel time 1-3. Explore route changes or additions to include Broadway, the eastern portion of Old Hampden Avenue, or other public facilities.
<b>2. Explore potential improvements to the Downtown and Medical Center area street system.</b>	2-1. Evaluate signalized intersections for the provision of green-arrow, left-hand turns 2-2. Evaluate alternative lane configurations in order to reduce accidents 2-4. Improve public directional signage. 2-5. Minimize traffic volumes on residential streets
<i>Urban Design and Amenities Goals</i>	<i>Objectives</i>
<b>1. Enhance the Downtown and Medical Center urban streetscape.</b>	1-1. Develop wider, safer, handicapped-accessible sidewalks, pedestrian paths, and pedestrian crossings throughout the area, and especially near hospitals and senior facilities 1-5. Enhance streetscapes with urban design features including benches, lighting, planters, banners, street furniture, and bicycle racks 1-6. Develop wayfinding systems that serve both public and commercial interests. 1-7. Develop designs for all streetscape elements that enhance the existing residential and commercial character
<b>2. Increase park, open space, and trail capacities and service levels, both within Downtown and the Medical Center and beyond.</b>	2-1. Create pedestrian-friendly, tree-lined streets and pedestrian paths. 2-4. Develop an enhanced pedestrian-bicycle route and trail system connecting neighborhood parks, residential neighborhoods, and commercial areas.

Englewood's Public Works Department has already made strides to provide infrastructure repairs to sidewalks and construction of multi-modal transportation facilities. With the approval of City Council, Public Works will construct "sidewalk missing links" and trail systems, while continuing to repair sub-standard sidewalks through the annual concrete utility program.



# Approach

## *Public Outreach & Consensus-Gathering*

As a key element of the Englewood Complete Streets project, the public outreach process was designed to ensure a community-wide dialogue to further the vision for the Downtown and Medical Districts. The alternative approach utilized a variety of means and venues to engage a broad range of community members, employees, residents, business owners, and as many users of the transportation network as possible. Workshops, social media, interviews, surveys, flyer distributions, and an interactive project website facilitated on-going, open communication with the public throughout the project.

A major goal of this outreach was to connect people to the project via the project webpage and Facebook. At several locations and events, the project team collected input and distributed flyers which provided information about complete streets and directed the public to the Englewood Complete Streets website and Facebook page. The team connected with system users by talking with people at the Old Hampden/Pearl and Old Hampden/Clarkson intersections and went “door to door” visiting with 99 businesses in the study area. Other community members were reached at events including Englewood’s Thursday Night Summer Concert Series and the Eats and Beats Festival. The team collected feedback and distributed over 500 project flyers and continuously updated both the website and Facebook page throughout the project to keep the public informed and provide opportunities for feedback.

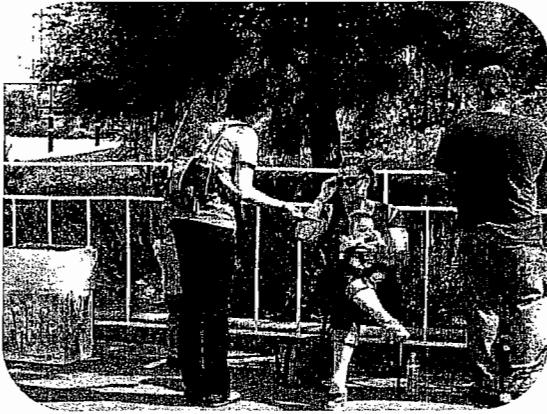
Workshops with interest groups, including the South Broadway Englewood Business Improvement District (BID) and Malley Senior Center Board helped identify current issues and opportunities. BID participants indicated interest in exploring mid-block crossings, high visibility crossings, traffic calming, and a new north-south shuttle service. Consultant and City staff followed up by taking a field trip to Longmont to learn more about mid-block crossings and to

develop criteria for evaluating mid-block crossing treatments (see Mid-Block Crossing and Curb Extension Section). Malley Senior Center participants identified existing issues on Broadway and Old Hampden and identified potential improvements. They also shared opinions on a “Kit of Parts” of complete streets improvements using keypad polling. High visibility crosswalks, mid-block crossings, curb extensions, wide sidewalks, bus shelters & service, traffic speed reduction, directional curb ramps, and pedestrian signage were identified as very important improvements to complete streets in Englewood.

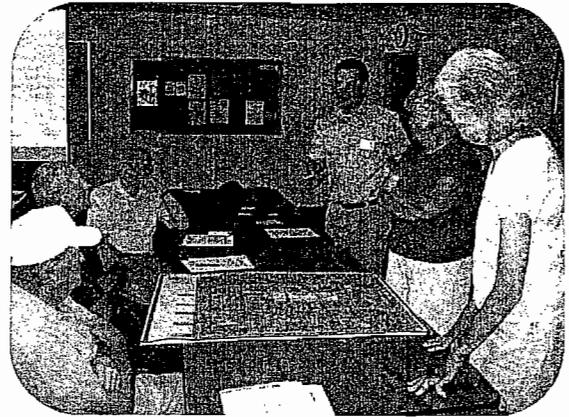
Following the Malley Center polling, the same questions were used in a survey that was posted on the website and Facebook. Respondents expressed similar opinions as the Malley Center group, but also indicated a desire for outdoor dining and benches to improve the overall look and feel of Englewood.

**Table 1: Summary of Outreach Efforts**

Website Hits	580
Facebook Likes	32
Old Hampden Avenue Street Canvassing	119 Flyers
Door to Door Business Canvassing	109 Flyers
Sounds of Summer Concert Canvassing	102 Flyers
Eats and Beats Canvassing	203 Flyers



Project "Street Team" with parents at the "Eats and Beats" event



Project staff working with seniors at Malley Senior Center



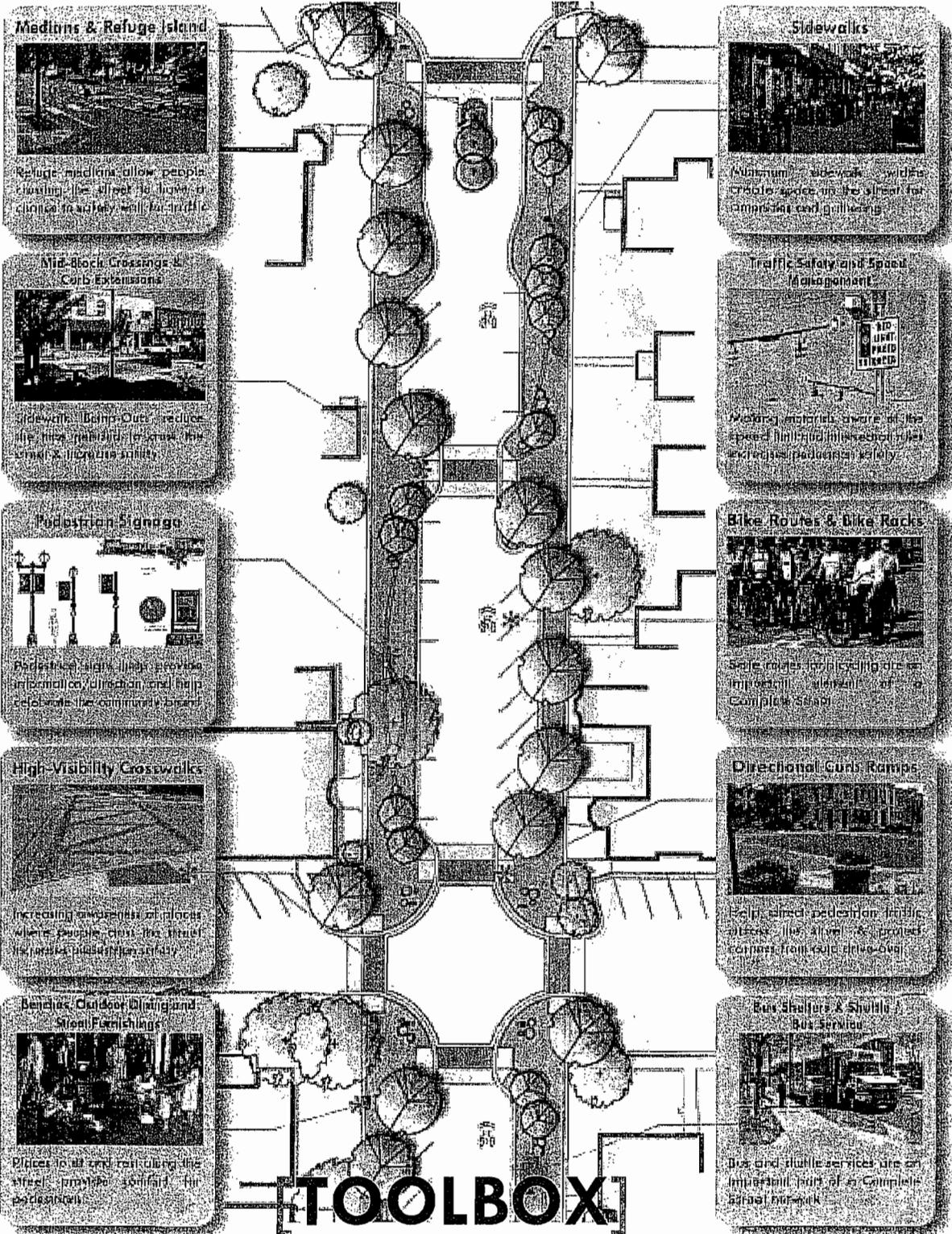
Project "Street Team" with visually impaired residents at Summer Concert



Project "Street Team" going "door to door" on Old Hampden & Broadway

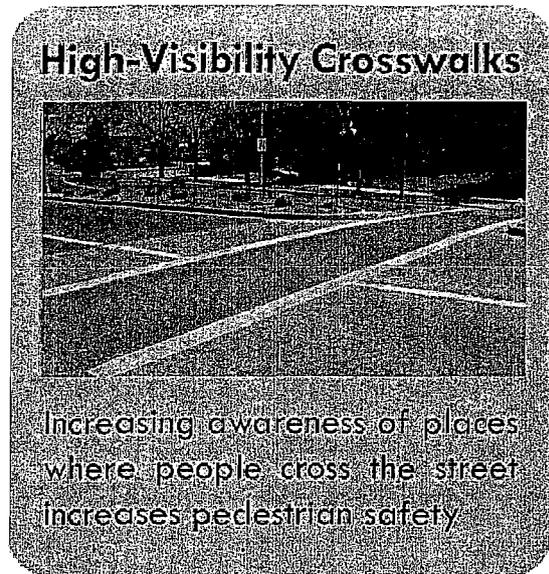


Project "Street Team" meeting employees at study intersections during early morning and lunch hours



The following tools represent a 'kit of parts' that can be used to increase the function, safety and aesthetics of Englewood's streets

# Toolbox



## High-Visibility Crosswalks

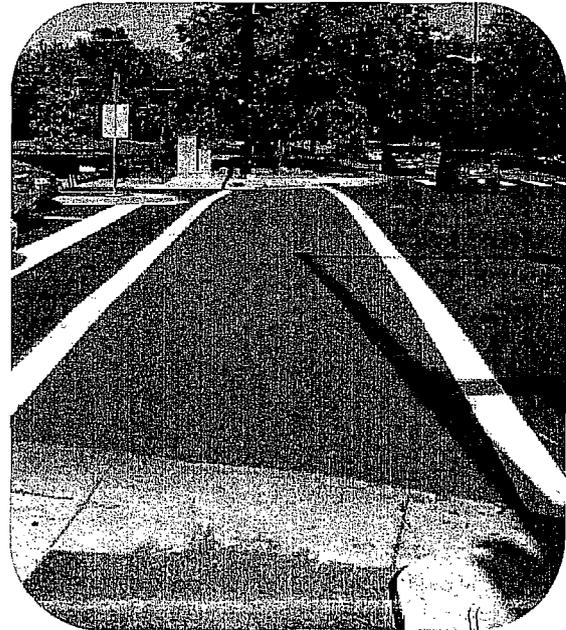
### Description

The ability to safely cross the street is one of the most important outcomes of an interconnected, walkable street network. For those traveling in automobiles, the ability to recognize areas where people may be crossing the street provides for longer reaction-times and reduced conflicts and crashes between people and cars. For people walking, biking and using alternative methods to car travel, knowing there are safe routes to cross intersections increases the ability to make longer and more regular non-auto trips.

In addition to increasing the safety of intersections and increasing the walkability of a street network, high-visibility crosswalks also help define important intersections and gateways throughout the community. As autos approach an obvious crosswalk, it provides a visual marker that signals an entrance or significant pedestrian connection within the community.

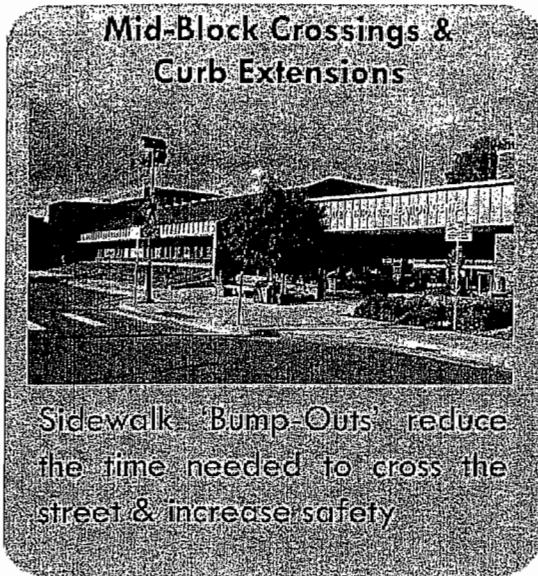
### Considerations/Benefits

- High-visibility crosswalks improve driver-awareness in areas where there is high pedestrian demand (schools, parks, transit stops, and commercial districts)
- Delineating certain crosswalks with high-visibility materials helps to create preferred walkable 'routes' within the community that can be linked to Safe Routes for School and other walking/biking preferred networks
- Reinforcing preferred pedestrian crossings with high-visibility crosswalks helps funnel pedestrian activity to safer, signalized intersections and walking/biking routes
- MUTCD does not consider colored pavement within a marked crossing to be a traffic control device (unless it is retroreflective). CDOT has implemented red markings with retroreflective transverse crosswalk marking that are consistent with MUTCD (see below)



New High-Visibility Crosswalk Colorado & Colfax in Denver, CO





## Mid-Block Crossings & Curb Extensions

### Description

Mid-Block crossings and curb extensions both decrease the conflict areas where pedestrians and cars intersect. By extending the sidewalk area out into the edge of the auto travel lanes, curb extensions and mid-block crossings areas shorten the distance pedestrians need to walk to cross the street, while also making pedestrians more visible to auto traffic.

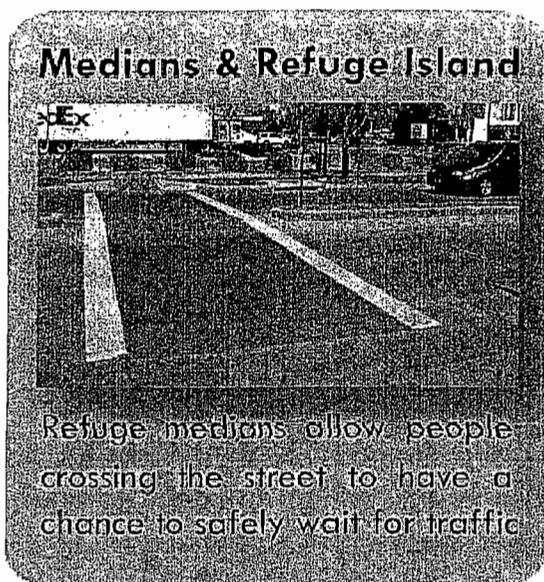
When creating a complete, walkable street network, areas with curb extensions and mid-block crossings reinforce preferred crossing locations and connections within the multi-modal network. These areas also provide nodes along the sidewalk network where there is more space for seating, displays, plantings, additional lighting/signage and other streetscape elements. In areas with narrow sidewalks or high volumes of traffic, these pedestrian nodes can provide needed zones for gathering, resting and overall pedestrian comfort.

### Considerations/Benefits

- Mid-block crossings treatments should be evaluated using FHWA research on *Safety Effects of Marked Versus Unmarked Crosswalks at Uncontrolled Locations Final Report and Recommended Guidelines, 2005*. The potential effects

on traffic signal progression should also be considered.

- By creating preferred areas for pedestrians to cross in the middle of a block, mid-block crossings create a finer and more interconnected multi-modal network
- Mid-block crossings provide an opportunity to make more direct connections to trails, important public spaces and community centers
- Mid-block crossings and curb extensions provide additional sidewalk width that can be used for streetscape elements that increase pedestrian comfort and community image-making (art, seating, lighting/signage, vegetation)
- In pedestrian shopping areas, mid-block crossings allow pedestrians to move more freely from one side of the street to the other
- Curb extensions shorten the distance of pedestrians crossing the street, while also provide some traffic calming as documented in the *Institute of Transportation Engineer Journal* "before and after studies in Westminster, CO.
- Curb extensions create more space for larger groups of pedestrians to wait comfortably to cross the street
- Curb extensions and mid-block crossings can be accented with other materials consistent with MUTCD.



### *Medians with Refuge Island*

#### **Description**

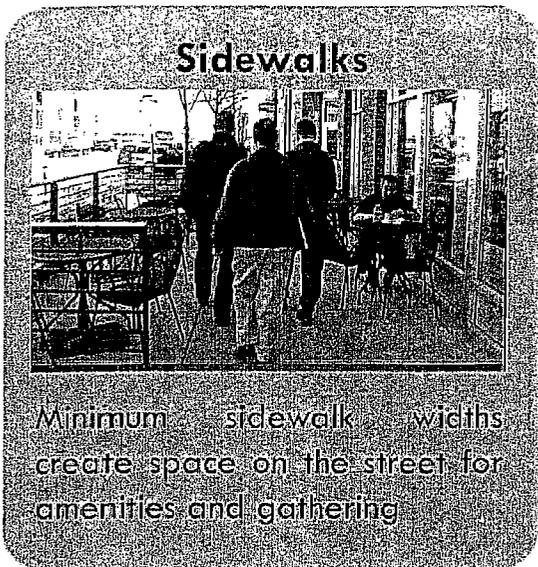
Medians and refuge islands are raised spaces in the middle of the roadway where elevated pavement provides space for pedestrians to wait while crossing the street. Areas in the middle of the roadway that allow pedestrians and cyclists to pause and wait for a safe opportunity to cross auto traffic provide more multi-modal connections across multiple travel lanes, or roadways with high traffic volumes. Medians and refuge islands can also provide areas for community image-making and beautification.

In regard to auto traffic, medians limit the ability of motorists to turn mid-block, which helps direct traffic flows and reduces turning movement conflicts. By directing auto traffic to preferred intersections, medians also help encourage uniform traffic flows and movements.

#### **Considerations/Benefits**

- Medians and refuge islands provide safe areas for pedestrians to cross high-volume or multiple-lane roadways
- Medians and refuge islands can be used for community image-making and beautification – providing space for plantings, public art, signage and lighting

- Medians and refuge islands help direct the flow and movement of auto traffic, reducing potential turning-movement conflicts
- Medians and refuge islands allow for longer roadway crossing times for pedestrians, increasing the ability for older, younger and those with mobility challenges to safely cross the street
- Raised medians (or refuge areas) should be considered in curbed sections of multi-lane roadways in urban and suburban areas, particularly in areas where there are mixtures of a significant number of pedestrians, high volumes of traffic (more than 12,000 ADT) and intermediate or high travel speeds. Medians/refuge islands should be at least 4 feet wide (preferably 8 feet wide for accommodation of pedestrian comfort and safety) and of adequate length to allow the anticipated number of pedestrians to stand and wait for gaps in traffic before crossing the second half of the street, **Federal Highway Administration Guidance Memorandum on Consideration and Implementation of Proven Safety Countermeasures**, July 2008
- Other supporting guidance is found in the **Federal Highway Administration Safety Program, State Best Practice Policy for Medians**, June, 2011



## Sidewalks

### Description

The width of a sidewalk has a direct relationship to its perceived attractiveness and ability to accommodate amenities important to a safe and desirable pedestrian network. Like roadway networks, sidewalks create frameworks for community movement and capacity, and having an interconnected system of wide sidewalks ensures that multi-modal choices are part of the overall transportation plan within the community.

Physically, having enough space on the sidewalk to comfortably walk side-by-side allows for families and groups to walk comfortably and safely together, which increases the potential use and capacity of the sidewalk. Additional sidewalk width also provides space for important pedestrian amenities (benches, lighting, trash), increased areas for planting and water infiltration, zones for public art and community image-making elements, and waiting/pull-off areas for public transportation.

Although wide sidewalk widths are especially important along the major community corridors and retail streets, having minimum sidewalk widths connecting to, and through, residential neighborhoods and mixed-use development areas ensures that pedestrians have a rich,

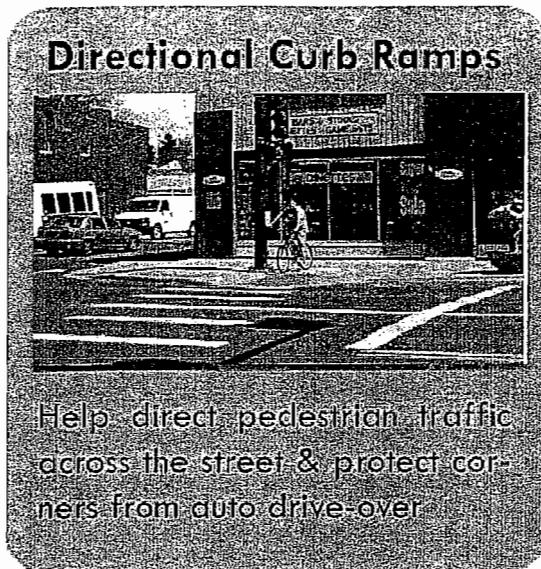
robust and safe network reaching into all segments of the community.

### Considerations/Benefits

- Minimum sidewalk widths that allow two adults to comfortably pass each other will ensure a comfortable, safe and attractive pedestrian zone
- Minimum sidewalk widths create standards for development and strengthen the overall community pedestrian network
- Delineating the types of sidewalk widths of different districts and pedestrian corridors helps to direct foot-traffic to preferred routes and community amenities
- Wider sidewalks provide space for important pedestrian amenities – benches, lighting, trash/recycling, transit stops
- Wider sidewalks provide areas for merchants and storefronts to have displays and outdoor seating/café spaces
- Wider sidewalks provide space for community events and festival displays
- Planted zones in wider sidewalks can reduce stormwater runoff, provide space to filter pollutants, room for shade trees and other ornamental landscaping



Examples of wide sidewalks in commercial areas are found along Girard near Broadway



reduce the turning requirements for wheelchair users

- Detectable warning textures (such as truncated domes) can be used to increase the safety and visibility of curb ramps
- The addition of two new ramps at locations that currently have one ramps, many require alternative snow removal techniques
- The design of directional curb ramps may introduce or reduce drainage maintenance in certain settings

### *Directional Curb Ramps*

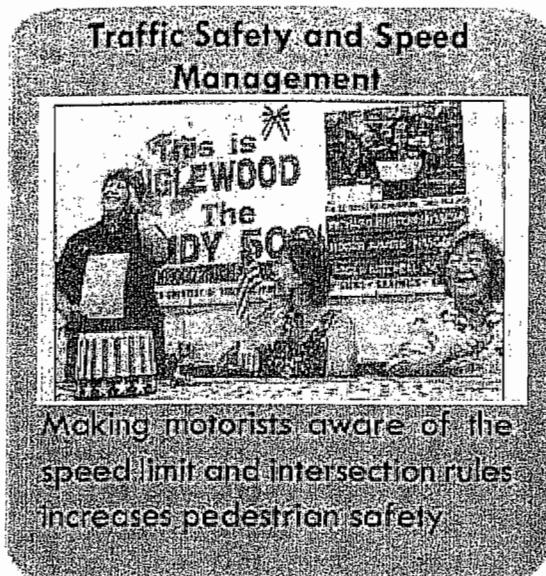
#### **Description**

Directional curb ramps are located at the apex edge of a corner sidewalk, and help to direct pedestrian travel to a preferred location, such as the crosswalk. By using ramps to take the sidewalk grade down to the roadway section, directional curb ramps provide an accessible route across intersections.

Colored paving, truncated domes and detectable pavement textures can add additional pedestrian safety elements to curb ramps, while also helping to make them more visible to motorists (in the case of colored or specialty paving).

#### **Considerations/Benefits**

- Improperly designed curb ramps can be a safety problem for all pedestrians and a barrier for pedestrians with mobility impairments based on the Institute of Transportation Engineers *Toolbox on Intersection Safety and Design, 2004*
- Directional ramps can help reduce snowplow damage at intersections, giving the plow a corner curb guide
- Directional curb ramps can direct wheelchair users away from traffic and



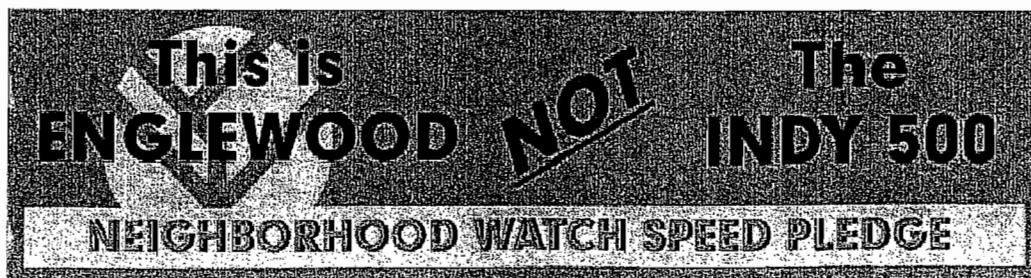
### *Traffic Safety & Speed Management*

#### **Description**

Making motorists aware of the rules affecting traffic flows and speeds helps ensure that safe conditions for drivers, pedestrians and bicyclists are supported and enforced. Traffic speeds have a significant impact on driver reaction times, and lower speeds ensure fewer accidents and pedestrian-auto conflicts. Red light enforcements also help reduce the impulse for drivers to speed through yellow-lights/red-lights. Pedestrian signals and high visibility crossing markings can help increase the level of protection and safety for pedestrians at crossing locations.

#### **Considerations/Benefits**

- Englewood has a long history of successful neighborhood based speed management programs. These are largely the success of collaborative efforts between neighborhood block captains, Englewood Police department, and Englewood public works
- Lower auto traffic speeds allow for greater driver reaction times and reduce the number of pedestrian-auto crashes
- Lower traffic speeds give pedestrians and bicyclists longer times to cross the street
- Lower traffic speeds alert motorists to areas of greater pedestrian traffic and street-crossings
- Red light enforcements have the potential to reduce illegal movements at traffic signals, which helps protect pedestrians and bicyclists crossing the street
- As documented by the Federal Highway Administration's Bicycle and Safety Program, when the travel speed of motor vehicles increase, the injury and fatality rate of non-motorized users also increases. Over 80% of pedestrians die when hit by vehicles traveling at 40 mph or faster while less than 20% die when hit at 20 mph





### *Pedestrian Signage*

#### **Description**

Helping to support the transparency and legibility of the pedestrian network and how it connects to community centers, destinations and the overall complete street network encourages walking and supports the pedestrian and multi-modal experience.

Pedestrian signage can serve several purposes: informational (events/locations), image-making and branding (who we are), and directional (how to get where). Creating a unique design palette for each type of signage will ensure that legibility and decision-making is simple and direct. Designing the network of signs to be graphically compelling will also emphasize the importance of the pedestrian network, and help brand and market the community.

In order to gear pedestrian signs to the walking experience, it can be helpful to measure and describe distances in walking times and/or distances. Arrow-type signs at bus-stops, intersections, major gateways and community centers can encourage “10 minute” and “15 minute” walking connections. Even for people traveling by auto, pedestrian-focused signage helps promote multi-modal awareness and keeps drivers alert to pedestrian routes and crossings. In addition to providing awareness of how to access the community on-foot, pedestrian

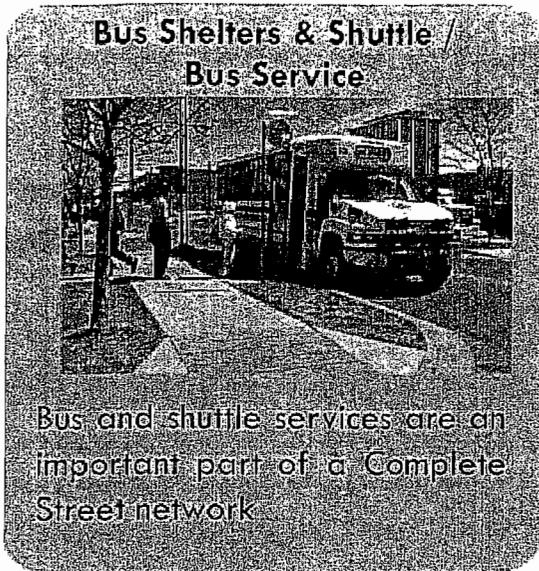
signage can also tout the benefits of walking and foot-travel. Signage geared toward children, in particular, represents a unique opportunity to illustrate how walking from one destination to another burns so many calories, or reduces auto pollution by so many cars a year. Adult signage, too, can be utilized to ‘tell a story’ about community history, special locations, or other narrative messages – enabling pedestrian routes to be compellingly themed.

#### **Considerations/Benefits**

- Within the framework of needed pedestrian signage – informational, branding, directional – a palette of themed design elements will help encourage community members and visitors to walk between local trips
- Theming of critical pedestrian routes can help illustrate community history and important locations
- Ensuring that pedestrian routes are legibly signed will encourage their use and make the community more aware of the location of preferred walkways and roadway crossings
- Pedestrian signage can make drivers more aware of potential pedestrian movements and crossings



**Transit & pedestrian wayfinding signage for ART Shuttle**



**Considerations/Benefits**

- Bus/shuttle routes make connections between community centers and resources, and reduce dependence on auto travel
- People using buses reduce the number of cars on the road, which lowers the overall environmental footprint of the community
- Buses and shuttles provide support for those who cannot drive
- Buses and shuttles help encourage biking and walking between destinations (walk/bike to the bus, take the bus to a stop, walk/bike to several destinations from the bus stop)
- Bus shelters increase the comfort and usability of the bus/shuttle network
- Bus shelters provide opportunities for community branding and image-making
- Bus shelters draw attention to bus stops, making the community more aware of the bus/shuttle network

*Bus Shelters & Shuttle/Bus Service*

**Description**

Bus and shuttle services are a critical component of a robust and successful multi-modal complete street network. In addition to reducing the environmental footprint of auto travel (one bus can take the place of many cars), buses and shuttles provide an inexpensive way for people to travel and access a community. For those who rely on bus and shuttle travel, the network of bus stops and bus routes determines which areas of the community are easily accessible and interconnected. Buses and shuttles also help connect resources within a community, and help encourage visitors and residents to use more of the multi-modal transportation network – using the bus/shuttle to travel longer distances, and then walking or biking the rest of the trip.

Part of the success of a bus/shuttle network is making it attractive, easy to use and marketable. As places to comfortably wait for the bus, shelters not only provide protection from the elements, they can also be amazing opportunities to brand, market and promote a community. Either through designing custom shelters, or adding art, signage and graphics to manufactured shelters, bus/shuttle stops can act as branding and messaging opportunities for the transportation network and the community.



**RTD Shelter at Pearl and Old Hampden**

## Bike Routes & Bike Racks



Safe routes for bicycling are an important element of a Complete Street.

### *Bike Routes & Bike Racks*

#### **Description**

Supporting bicycling and bike travel is a critical component to creating a complete, multi-modal street network. Like walking, bicycling is a low environmental footprint 'green' travel method that helps reduce auto travel and environmental pollution.

In addition to providing environmental and health benefits, safe and accessible community bicycling networks also encourage longer people-powered trips. Bikes can travel faster than pedestrians, and they are able to utilize less energy to travel greater distances, making farther and longer trips more achievable. Bicycle networks also stretch across communities and municipalities, and a vigorous system of bike paths, roadway bike markings and posted bike routes provides opportunities for visitors from other areas to shop, eat and visit.

Similar to roadway and pedestrian networks, bike routes benefit from a fine-grained network of connections and interrelationships that allow people to easily get where they need to go with ease and safety. It is also important to ensure

that bike networks connect to other multi-modal transportation elements, like bus stops, recreational trails and pedestrian corridors.

As a vehicle, bikes require several important infrastructure elements to make the network successful. Because bikers often use their bikes for shopping and local trips, having a network of available bike racks close to shopping destinations is important. Bike racks are also critical at bus stops, libraries, municipal buildings and shopping destinations. Because bicyclists can often travel farther and faster than pedestrians, even neighborhood and 'edge of town' shopping districts are frequently utilized by bicyclists, and should be supported through connected bike routes and bike racks/lockers.

#### **Considerations/Benefits**

- A robust bicycle network ensures that both residents and visitors will have multi-modal access for local trips, visitor tourism/shopping and safe routes to school and community destinations
- Bicycle travel allows for longer local people-powered trips
- Bicycle routes should be signed and clearly marked
- Bicycle routes should be linked to pedestrian, bus/shuttle and trail networks, as well as designed for Safe Routes to School
- Bicycle racks should be installed at transit stops, near major attractions, at schools, in neighborhoods, at parks, in shopping areas and other important community destinations
- Bicycle racks are an opportunity for community image-making and bicycle use promotion. Incorporating public art into the design of bike racks and bike parking areas will encourage their use and visibility

## Benches, Outdoor Dining and Street Furnishings



Places to sit and rest along the street provide comfort for pedestrians

### *Benches, Outdoor Dining & Street Furnishings*

#### **Description**

Providing for a multi-modal transportation network involves supporting all aspects of people-powered movement, including the desire to rest, and the physical and social pleasure of being 'on the street'. Meeting and greeting people, stopping to watch other pedestrians, and enjoying resting and being outside are some important social benefits of creating a walkable street network. In order to encourage the physical and social elements of moving by people-power, it is critical to create spaces on the sidewalk to rest and gather.

One of the most simple and important elements within a pedestrian network are benches and seating areas for people to pause and connect. In some areas, benches have an obvious and practical purpose – at bus stops, near civic buildings and community destinations, surrounding public plazas and gathering areas, near public art, or adjacent to bike route maps or information points. However, in addition to placing benches at critical destination points, it is also important to recognize the social benefits of creating open-ended places for people to gather. Creating inviting places along the street to make walking and socializing easier will help support a friendly and attractive community.

In addition to having inclusive places for anyone to sit, it is also important to provide outdoor spaces for private dining and entertainment establishments to seat their guests.

#### **Considerations/Benefits**

- Providing benches at both destinations and generally along sidewalk routes provides physical and social benefits to pedestrians
- Benches and outdoor gathering spaces enliven the street and make autos more aware of pedestrians
- Outdoor dining areas increase sales and revenues for community businesses and help the overall community tax base
- Placing benches in multiples and in relationship to each other encourages socialization and community-building, and helps to create pockets where people can gather along the street
- Benches support walking by allowing pedestrians to rest in comfort
- Benches at bus stops and along bike routes make them easier and more attractive to use
- Benches and outdoor dining areas increase the feeling of being able to walk safely along the street, by providing a sense that there are available 'eyes on the street' that can help if needed



**Movable seating and tables at Englewood Eats and Beats**

# Implementation

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This project provided a unique opportunity to identify complete street features and begin a dialogue about the best ways to implement those projects within the City of Englewood. The projects listed in the toolbox are consistent with previous planning efforts and work toward goals the city has identified for mobility.

This toolbox document has been designed to serve as an advisory document to existing and future transportation projects. Many of the projects shown in the toolbox can be cost-effectively implemented as funding becomes available to the City. Each of the projects in the toolbox will require special consideration given adjacent land uses, right of way constraints, and community support. It will also be necessary to complete more detailed design prior to recommending any of the toolbox facilities for implementation.

In upcoming years there may be opportunities to fund some of the toolbox improvements as part of the Broadway Business Improvement District or from private contributions from the medical district health providers. Results from outreach efforts associated with this project also indicate some support for sales tax increases to fund projects found in the toolbox. Likewise, survey respondents favored grants and public private partnerships as the primary funding source for toolbox projects.

The implementation goals of this toolbox document are:

- Identify a capital and maintenance financing strategy that is responsive to the market dynamics, political realities, fiscal constraints that exist in Englewood.
- Continue to engage stakeholders in downtown and medical districts in a participatory process that builds enthusiasm and ownership in complete streets.

- Identify private funding partnerships and organizational structure(s) that can ensure effective implementation and future sustainability of complete street improvements.

The use of financing products, as outlined in other planning efforts, will be a critical factor in building complete streets in Englewood. Some of the financing tools that should be considered include one or several of the following:

- Statutory Special districts (BIDs, DDAs, GIDs, SIDs, etc.,)
- Special districts authorized by Englewood City Charter
- Community development tools
- Tax-sharing agreements
- Bonds
- Grants

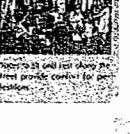
## *Immediate Opportunities*

Many of the facilities recommended in the toolbox will require new capital funding and a dedicated maintenance funding source. However, the facilities in this toolbox will be considered when on-going public works capital and maintenance projects are being conducted. This represents an opportunity to cost-effectively implement many of the facilities found in the toolbox, with marginal cost increases. Examples include:

- street restriping,
- asphalt overlays,
- traffic signal designs,
- utility upgrades, and
- on-going maintenance activities

Also, the Denver Regional Council of Governments' (DRCOG) Transportation Improvements Program (TIP) has specific funding priority for projects that address complete street completions. In the next DRCOG budgeting cycle there will be opportunities to use this document in conjunction with our public outreach summary to apply for capital funding for toolbox projects.

Implementation Matrix

TOOLBOX ELEMENT	COST TO IMPLEMENT	COST TO MAINTAIN	ADDITIONAL ANALYSIS NEEDED
			
			
			
			
			
			
			
			
			
			

## COUNCIL COMMUNICATION

<b>Date:</b> February 6, 2012	<b>Agenda Item:</b> 11 c ii	<b>Subject:</b> Resolution extending the Temporary Suspension or Moratorium on the Enforcement of Selected Provisions the Englewood Municipal Code Pertaining to Banners, Portable Signs and Murals
<b>Initiated By:</b> Community Development Department	<b>Staff Source:</b> Alan White, Director	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council approved Resolution No. 76, Series of 2009, on October 5, 2009, establishing a temporary suspension or moratorium on enforcement of certain sections of the Englewood Municipal Code 2000 dealing with banners and portable signs. Council also approved Resolution No. 28, Series of 2010, on February 1, 2010, establishing a temporary suspension or moratorium on enforcement of the discretionary approval process related to wall murals. Council combined the two moratoria (banner/portables and murals) into a joint resolution and extended each moratorium in 2010 under Resolution No. 69, Series 2010. Subsequently both moratoria were extended again last year under Resolution No. 5, Series of 2011 and Resolution No. 72, Series of 2011. The current joint resolution expired on February 1, 2012.

### RECOMMENDED ACTION

In order to extend the current moratorium on enforcement, a resolution approving such an extension needs to be adopted. The attached resolution extends the enforcement moratorium for six months, to August 6, 2012.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In early 2010 the Planning and Zoning Commission began analysis of sign code regulations and discussion of potential amendments. Sign code efforts were delayed by the necessity to adopt floodplain amendments to meet Federal Emergency Management Agency updates by the end of 2010. In 2011 the sign code was again delayed by amendments to public notice requirements, as well as, work on proposed changes to parking and hard surface standards. Staff has completed approximately 70% of the draft code. Areas yet to be discussed by the Commission include temporary, electronic and animated signs, illumination, and murals. It is anticipated these topics will be completed in the first quarter, with a Council Study Session on a preliminary draft to be held in April.

Final drafting of the new Sign Code and the formal adoption process is anticipated to take an additional four to six months. The moratorium extension provides time to complete proposed sign code amendments and begin the adoption process. Attached is a tentative timeline. The timeline can be affected by the amount of stakeholder input desired, other hearing items on Council's agenda (several PUDs are anticipated), and the magnitude of revisions needed after stakeholder and Planning and Zoning Commission review.

### FINANCIAL IMPACT

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

### LIST OF ATTACHMENTS

Tentative Timeline  
Resolution

Sign Code Amendments  
Timetable

- |                |  |
|----------------|--|
| February 2012  | <input type="checkbox"/> Continue to research, draft, and review with P&Z Commission:<br>Accessory signs, electronic signs, murals, sign illumination  |
| March 2012     | <input type="checkbox"/> Continue to research, draft, and review with P&Z Commission:<br>Sign measurements, sight distance, variances, multi-tenant signs,<br><input type="checkbox"/> Continue adjusting sign code references in other EMC Titles<br><input type="checkbox"/> Continue compiling master draft |
| April 2012     | <input type="checkbox"/> Council Study session<br><input type="checkbox"/> Review with local sign contractors<br><input type="checkbox"/> Public outreach<br><input type="checkbox"/> Edit master draft for P&Z study sessions   |
| May 2012       | <input type="checkbox"/> P&Z study session<br><input type="checkbox"/> P&Z study session<br><input type="checkbox"/> Final edits   |
| June 2012      | <input type="checkbox"/> P&Z Public Hearing<br><input type="checkbox"/> P&Z Findings of Fact<br><input type="checkbox"/> Final edits based on Findings of Fact   |
| July 2012      | <input type="checkbox"/> Council 1 <sup>st</sup> Reading<br><input type="checkbox"/> Council Public Hearing  |
| August 2012    | <input type="checkbox"/> Council 2 <sup>nd</sup> Reading<br><input type="checkbox"/> Publication of approved Ordinance<br><input type="checkbox"/> Referendum period begins  |
| September 2012 | <input type="checkbox"/> Referendum period continues<br><input type="checkbox"/> Effective date  |

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION RECOMMENDING TO THE CITY MANAGER OF THE CITY OF ENGLEWOOD, COLORADO AN EXTENSION OF THE EXISTING SUSPENSION OR MORATORIUM ON THE ENFORCEMENT OF SELECT PROVISIONS OF THE ENGLEWOOD MUNICIPAL CODE 2000, THE SIGN CODE, PERTAINING TO BANNERS AND PORTABLE SIGNS; THE DISCRETIONARY APPROVAL PROCESS BY THE CITY MANAGER OR DESIGNEE FOR SIGNS UNDER 16-6-13(K)(3)(b) AND 16-6-13(K)(4) E.M.C.; AND THE PROVISIONS PERTAINING TO WALL MURALS FOR A PERIOD OF SIX MONTHS UNTIL AUGUST 6, 2012.

WHEREAS, the City of Englewood has spent a great deal of money and effort promoting its downtown area as a shopping destination and a cultural and artistic venue; and

WHEREAS, the Colorado Court of Appeals has found the requirement for City Manager review and approval of certain types of signs is unconstitutional; and

WHEREAS, instead of special review and approval those signs listed in 16-6-13(K)(3)(b), murals will continue to be reviewed as a regular sign permit and subject to the review times specified for all other signs; and

WHEREAS, the City Council has directed staff to review and revise, if necessary, provisions of the Sign Code concerning the use and display of wall murals; and

WHEREAS, it has been brought to Council's attention that some businesses in Englewood feel the Unified Development Code does not adequately address the use of banners and portable signs in relation to the remainder of the Sign Code; and

WHEREAS, staff will need sufficient time to review and coordinate recommendations relating to the provisions in the Code; and

WHEREAS, City Council has deemed it necessary to coordinate the review of the Unified Development Code and found it appropriate to temporarily suspend enforcement of select provisions of the Sign Code [review by the staff and City Council] by the passage of Resolution No. 76, Series of 2009; Resolution No. 3, Series of 2010; Resolution No. 28, Series of 2010 and Resolution No. 32, Series of 2010; Resolution No. 69, Series of 2010; Resolution No. 5, Series of 2011; and Resolution No. 72, Series of 2011; and

WHEREAS, extending the moratorium would continue to temporarily stop enforcement of those sections; and

WHEREAS, any review or revision to the Unified Development Code will help protect the public health, safety and welfare by preserving a safe, healthy, and sound environment within the City; and

WHEREAS, the City Council finds that an additional six month moratorium or temporary suspension of the enforcement of certain provisions of the Englewood Municipal Code 2000 pertaining to wall murals; banners and portable signs and the discretionary approval process is necessary to implement and begin review of the Unified Development Code; and

WHEREAS, after a review of the effect of the moratorium relating to signs on the community, the recommendation may be to keep the Code as it currently exists so any person who purchases, erects or maintains a sign subject to this moratorium during the moratorium period in contravention of the existing Sign Code will do so at the risk of being subject to enforcement at the termination of the six month moratorium;

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

Section 1. The City Council of the City of Englewood, Colorado recommends the City Manager extend a moratorium or temporary suspension on the enforcement of the Englewood Municipal Code 2000 pertaining to banners and portable signs; the discretionary approval process by the City Manager or Designee for signs under 16-6-13(K)(3)(b) and 16-6-13(K)(4) E.M.C.; and the provisions pertaining to wall murals through August 6, 2012.

Section 2. All signs, even those subject to this moratorium, shall still be required to comply with 16-6-13(N) Prohibited, Hazardous, and Abandoned Signs as well as 16-6-13(M) Maintenance.

Section 3. 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 should terminate on August 6, 2012.

ADOPTED AND APPROVED this 6<sup>th</sup> day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

## COUNCIL COMMUNICATION

<b>Date:</b> February 6, 2012	<b>Agenda Item:</b> 11 c iii	<b>Subject:</b> Memorandum of Understanding amending the Collective Bargaining Agreement between the City and the EFFA for 2012-2013
<b>Initiated By:</b> Human Resources Department	<b>Staff Source:</b> Sue Eaton, Director of Human Resources	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The Collective Bargaining Agreement with the Englewood Firefighters Association was approved by Council for 2012-2013.

### RECOMMENDED ACTION

Staff requests Council adopt a resolution approving a Memorandum of Understanding amending Article 18 of the 2012-2013 Collective Bargaining Agreement with the Englewood Firefighters Association (EFFA).

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Per the City's collective bargaining agreement for 2012-2013 with the EFFA, provisions were made to convert unused holiday leave to compensatory time in November of each year of the agreement. Because other holiday leave adjustments were effective January 1, 2012 the EFFA grieved the fact that the several provisions were not running concurrently, thus they were unfairly denied holiday leave from November 1, 2011 to December 31, 2011. The terms described in the MOU resolve the grievance.

### FINANCIAL IMPACT

The total financial impact of the memorandum of understanding is approximately \$13,000.

### LIST OF ATTACHMENTS

Resolution  
Memorandum of Understanding

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION AMENDING THE COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE ENGLEWOOD FIREFIGHTERS LOCAL NO. 1736 AND THE CITY OF  
ENGLEWOOD FOR THE YEARS 2012 AND 2013.

WHEREAS, the City Council of the City of Englewood, Colorado authorized a Collective Bargaining Agreement with the Englewood Firefighters Local No. 1736 (EFFA) for the years 2012, and 2013, by the passage of Resolution No. 74, Series of 2011; and

WHEREAS, Article 18, HOLIDAYS of the Collective Bargaining Agreement between the Englewood Firefighters Local 1736 and the City of Englewood provides for, among other things, compensation for accrued but unused holiday time off; and

WHEREAS, there has been confusion in the transition from the 2009-2011 Collective Bargaining Agreement to the 2012-2013 Collective Bargaining Agreement; and

WHEREAS, because collective bargaining agreements are effective from January 1 through December 31, and the granting and use of holiday hours runs from November 1 through October 31, there has been confusion during the transition;

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

Section 1. The City Council of the City of Englewood, Colorado hereby approves the Memorandum of Understanding which amends the Collective Bargaining Agreement between the Englewood Firefighters Local No. 1736 and the City of Englewood for the Years 2012 and 2013, attached hereto as Exhibit A.

ADOPTED AND APPROVED this 6th day of February, 2012.

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE ENGLEWOOD FIREFIGHTERS LOCAL 1736**  
**AND**  
**THE CITY OF ENGLEWOOD**

WHEREAS, Article 18. HOLIDAYS of the Collective Bargaining Agreement (CBA) between the Englewood Firefighters Local 1736 (Local 1736) and the City of Englewood (City) provides for, among other things, compensation for accrued but unused holiday time off; and;

WHEREAS, there has been confusion in the transition from the 2009-2011 CBA to the 2012-2013 CBA; and

WHEREAS, the parties wish to amend certain provisions of Article 18.

NOW, THEREFORE, the City and Local 1736 enter into this Memorandum of Understanding (MOU) and hereby agree as follows:

1. In Article 18 for the duration of the 2012-2013 collective bargaining agreement Section A.(2) and (4) shall be changed to read as follows:

(2) For any employee who has not used the ninety-six (96) hours of holiday time off by the end of December of each year, the hours will be converted 1:1 to the employee's compensatory time bank. Conversion will occur in the next pay period following the pay period that includes December 31.

(4) Holiday hours for terminating and new hire employees will be determined on a monthly pro rata basis. (Example: if an employee retires on June 30, the employee is eligible on a monthly pro rata basis for six (6) months or one-half (1/2) of the ninety-six (96) hours holiday benefit.)

2. Because collective bargaining agreements are effective from January 1 through December 31, and the granting and use of holiday hours runs from November 1 through October 31, there has been confusion during the transition from the 2009-2011 CBA to the 2012-2013 CBA, the parties also agree that:

(a) Each shift work employee covered by the Agreement will be credited with a prorated 13.3 hours of holiday leave (80 hours/12 months X 2 months (November and December 2011)) and will have any unused portion of those hours cashed out.

(b) At the same time that the adjustment in (a) above is implemented, holiday leave will begin running on the same timeline as the CBA, January 1, 2012 through December 31, 2013.

Dated this \_\_\_\_ day of February, 2012.

**CITY OF ENGLEWOOD**

**ENGLEWOOD FIREFIGHTERS  
LOCAL 1736**

\_\_\_\_\_  
Gary . . . Sears, City Manager

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Joshua J. Frederick

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2012

A RESOLUTION SUPPORTING THE ENGLEWOOD HOUSING AUTHORITY AND COMMUNITY HOUSING DEVELOPMENT ASSOCIATION, INC. APPLICATION FOR PUBLIC AND PRIVATE FUNDING FOR THE REHABILITATION OF CANTERBURY EAST APARTMENTS LOCATED AT 3550 SOUTH DELAWARE STREET AND CANTERBURY SOUTH APARTMENTS LOCATED AT 3600 SOUTH DELAWARE STREET, ENGLEWOOD, COLORADO

WHEREAS, the Englewood Housing Authority (EHA) and Community Housing Development Association, Inc. (CHDA) propose to enter into a partnership to rehabilitate the two multifamily rental properties known as Canterbury East Apartments located at 3550 S. Delaware and Canterbury South Apartments located at 3600 S. Delaware; and

WHEREAS, CHDA currently has these properties under contract; and

WHEREAS, CHDA and EHA are negotiating a partnership to rehabilitate, own and operate these properties; and

WHEREAS, the properties are directly north and south of Miller Field and rehabilitation will significantly enhance the neighborhood and provide attractive, quality, affordable housing for Englewood; and

WHEREAS, CHDA and EHA are seeking the City's support in their application for various needed public and private funding for this project.

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

Section 1. The City Council of the City of Englewood, Colorado hereby supports CHDA and EHA application for public and private funding for the rehabilitation of Canterbury East Apartments and Canterbury South Apartments.

ADOPTED AND APPROVED this 6<sup>th</sup> day of February, 2012.

ATTEST: \_\_\_\_\_

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 2012.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk