

**Agenda for the  
Regular Meeting of the  
Englewood City Council  
Tuesday, February 21, 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 February 6, 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.)
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment
8. Communications, Proclamations, and Appointments.
  - a. Email from Heather Bartunek announcing her resignation from the Englewood Cultural Arts Commission.

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

9. Consent Agenda Items.

a. Approval of Ordinances on First Reading.

- i. Council Bill No. 7 – Recommendation from the Police Department to adopt a bill for an ordinance approving the application for and acceptance of Victim Assistance Law Enforcement (VALE) grant funding for 2012 in the amount of \$18,144.00. **Staff Source: John Collins, Chief of Police.**
- ii. Council Bill No. 9 – Recommendation from the Departments of Public Works, Community Development and Utilities to adopt a bill for an ordinance approving transportation and utilities easements, water line easements, and storm sewer easements for the King Soopers property in the Centennial Shopping Center at Belleview and Federal. **Staff Source: Stewart H. Fonda, Director of Utilities.**

b. Approval of Ordinances on Second Reading.

- i. Council Bill No. 2 – Approving the application for, and receipt of, 2011 FEMA U.S. Department of Homeland Security Assistance to Firefighters Grant Award.
- ii. Council Bill No. 3 – Approving the application for a 2011 Emergency Management Performance Grant Special Project.
- iii. Council Bill No. 4 – Approving the application for a 2012 Emergency Management Program Grant.
- iv. Council Bill No. 5 – Approving an intergovernmental agreement with the Denver Regional Transportation District (RTD) authorizing funding for the Englewood, Oxford, and Bates Station Area Master Plan.
- v. Council Bill No. 6 – 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

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. 8 – Recommendation from the Community Development Department to adopt a bill for an ordinance authorizing an Intergovernmental Agreement with the Regional Transportation District for cost sharing for operation of the “Art” shuttle for 2012. **Staff Source: Harold J. Stitt, Senior Planner.**

- b. Approval of Ordinances on Second Reading.
- c. Resolutions and Motions.
  - i. Recommendation from Parks and Recreation Department to adopt a resolution authorizing a grant application for Arapahoe County Open Space Funds to replace the playground equipment at the Northwest Greenbelt. **Staff Source: Jerrell Black, Parks and Recreation Director.**
  - ii. Recommendation by the Finance and Administrative Services Department to adopt a resolution approving a supplemental appropriation in the amount of \$86,600 to the 2012 Public Improvement Fund budget for a Fire Department grant to overhaul the fire bay exhaust systems. **Staff Source: Frank Grylewicz, Director of Financial and Administrative Services.**
  - iii. Recommendation from the Parks and Recreation Department to approve, by motion, a construction contract for the "Pirates Cove Lazy River Painting Project." Staff recommends awarding the contract to the lowest acceptable bidder, PurePlay, in the amount of \$44,600. **Staff Source: Jerrell Black, Director of Parks and Recreation and Joe Sack, Recreation Services Manager.**
  - iv. Recommendation from the Parks and Recreation Department to approve, by motion, a contract for the "Pirates Cove Competitive Pool Resurfacing Project". Staff recommends awarding the contract to the lowest acceptable bidder, Atlantis Aquatic Group, in the amount of \$67,844. **Staff Source: Jerrell Black, Director of Parks and Recreation and Joe Sack, Recreation Services Manager.**
- 12. General Discussion.
  - a. Mayor's Choice.
  - b. Council Members' Choice.
- 13. City Manager's Report.
- 14. City Attorney's Report.
- 15. Adjournment.

Leigh Ann Hoffhines

---

**Subject:** FW: Cultural Arts Commission

**From:** Heather Bartunek  
**Date:** February 7, 2012 7:34:33 PM MST  
**To:** Debby Severa  
**Subject:** Cultural Arts Commission

Hello Debby, I don't know what proper protocol/procedure is but I figure you would know.

I regret to inform the Cultural Arts Commission it is time for me to resign my position as member.

I haven't been very active lately & don't have energy & ideas so, I am leaving room for someone who can contribute more.

I might come to the March meeting. It will depend on what is going on.

Thank you very much for having me on I have enjoyed my time as member & will miss everyone.

HeatherB

Cosmetologist/Artist

[www.HeatherBHair.com](http://www.HeatherBHair.com)

910 16th Street, ste 820

Denver, CO 80202

720-998-2256

## COUNCIL COMMUNICATION

<b>Date:</b> February 21, 2012	<b>Agenda Item:</b> 9 a i	<b>Subject:</b> 2012 Victim Assistance Law Enforcement Grant
<b>Initiated By:</b> Englewood Police Department	<b>Staff Source:</b> Chief John Collins	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City of Englewood has applied for and accepted the VALE Grant from 1990 through 2010.

### RECOMMENDED ACTION

Staff seeks Council support for an ordinance approving the application for and acceptance of the 2012 Victim Assistance Law Enforcement Grant funding in the amount of \$18,144.00

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The VALE Grant finances approximately 40% of the salary & benefits for the Victim Witness Program at Englewood Municipal Court. The Victim Witness Program provides services for victims of domestic violence.

### FINANCIAL IMPACT

40% of the Victim/Witness Advocate salary (\$18,144.00) would be funded by the VALE grant

### LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

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

COUNCIL BILL NO. 7  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING AN APPLICATION AND ACCEPTANCE OF "VICTIM ASSISTANCE AND LAW ENFORCEMENT GRANT" BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE 18<sup>TH</sup> JUDICIAL DISTRICT.

WHEREAS, the Victim/Witness Program in the Englewood Municipal Court has served the victims of domestic violence since 1990; and

WHEREAS, Englewood has previously applied and been granted Victim Assistance and Law Enforcement Grants (VALE) for the years 1990 through 2009; and

WHEREAS, the City of Englewood, Colorado, desires to apply for the "Victim Assistance and Law Enforcement Grant" (VALE) funds from the Colorado 18<sup>th</sup> Judicial District;

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

Section 1. The City of Englewood, Colorado, is hereby authorized to file an application for Victim Assistance and Law Enforcement Grant from the Colorado 18<sup>th</sup> Judicial District, attached hereto as Exhibit A.

Section 2. The City Manager is authorized to sign all necessary documents for the Victim Assistance and Law Enforcement Grant application for and on behalf of the City Council and the City of Englewood.

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the "Victim Assistance and Law Enforcement Grant" upon award by the State of Colorado.

Section 4. Upon award of the Victim Assistance and Law Enforcement 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 21st day of February, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 24<sup>th</sup> day of February, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 22<sup>nd</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 21st day of February, 2012.

---

Loucrishia A. Ellis

For Official Use Only:

Date Received \_\_\_\_\_  
Project Duration \_\_\_\_\_ to \_\_\_\_\_  
No  
Date of Board Review \_\_\_\_\_

Application Number \_\_\_\_\_  
Previously Funded Yes No  
Approved \_\_\_\_\_ Denied \_\_\_\_\_

V/S or L/E  
All Materials Included Yes  
Award Amount \_\_\_\_\_

VICTIM ASSISTANCE AND LAW ENFORCEMENT  
GRANT APPLICATION

18th Judicial District  
6450 S. Revere Pkwy  
Centennial, CO 80111  
(720) 874-8608  
tlassiter@da18.state.co.us

Please be advised that the board may revoke any contract/grant if used inappropriately. Application must be typed or printed in black ink. Applications must be copied on both sides (duplex). All application pages must be numbered. Please submit one original and eight copies of your application. Limit application to 12 pages including cover sheet and signature page, but excluding attachments. Do not use a font any smaller than 12 point.

I. APPLICANT AGENCY Englewood Police Department  
II. PROJECT TITLE Victim/Witness Advocate  
Project Director Nancy Wenig  
Phone 303-762-2452 Fax 303-783-6902  
Address 3615 S. Elati St Englewood, CO 80110

E-mail: \_\_\_\_\_  
Web page http://www.Englewoodgov.org/Index.aspx?page=487

III. AMOUNT REQUESTED \$18,144.00  
IV. NON-PROFIT STATUS: Yes  No  In Progress  
Tax ID Number \_\_\_\_\_

GOVERNMENT AGENCY:  YES  NO

- V. REQUIRED ATTACHMENTS (Include with all copies):
- A. Budgets:
    - 1. Agency Budget (Waived for governmental agencies)
    - 2. Victim Assistance Program Budget
    - 3. Itemized Project Budget (**must include budget narrative**)
  - B. Copy of 501(c) (3) IRS Tax Ruling (if applicable)
  - C. Listing of Board of Directors and Key Officers
  - D. Copy of current Financial Statement and Audit Report – (Waived for governmental agencies) (Attach to original copy only)
  - E. Management Letter from Auditor – (Waived for governmental agencies)
  - F. Random Sampling of Client Satisfaction Surveys
  - G. If you are requesting a full or part-time position, you must attach your agency's classification of that position and job description
  - H. Resume of program/project administrator

APPLICATIONS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED  
(10/2009)

## **SECTION A: PROJECT CONCEPT/DESIGN**

### 1. Description of the applicant agency:

Englewood Police Department provides emergency response to crime and non-crime incidents within the City of Englewood as the primary law enforcement agency for the City.

### 2. Substantiate or quantify the problem your program is designed to address within this community, i.e. factually or with other supportive documentation.

Englewood Victim Assistance provides the Victim/Witness Advocate for the Englewood Municipal Court. This position is currently held by Nicole Maynard.

### 3. Description of the project, which would be funded by VALE, funds in the 18th Judicial District. (Be specific regarding what services VALE funds will provide to this community.)

The Victim/Witness Advocate for the Englewood Municipal Court will provide support for victims of domestic violence through the Court process. The position also ensures that victims are informed of their Rights under the Constitution and assists in providing those Rights. During the period from July 1, 2010 to June 30, 2011 there were 140 arraignments of domestic violence crimes in the Municipal Court. The Victim/Witness Advocate contacted 296 victims during that time and 95 were new victims. There were 526 contacts with victims at arraignments, penalty hearings, probation reviews, motions hearings, show cause hearings, and trials. Ms. Maynard also contacted victims through telephone calls, personal appointments, and letters. These contacts were to answer questions, inform victims of their Rights, and to discuss needs. Ms. Maynard also counsels family members who come to Court with the victims.

### 4. A. Identify and describe the project's goals and objectives. Your objectives must be measurable and specific.

- To provide a Victim/Witness position to ensure support for victims of domestic violence through the Court process according to the standards set forth in the *Victim's Bill of Rights*.
- To ensure that 100 percent of victims in the Englewood Municipal Court are informed of their Rights under the *Victim's Bill of Rights*.
- To provide follow-up with victims after Court.
- To educate victims of the dynamics of domestic violence.
- To provide referrals to appropriate community resources such as Victim Compensation, counseling, legal or financial assistance.
- To maintain contact with agencies or individuals such as Victim Compensation, Interfaith Task Force, Human Services, shelters and therapists to maintain up-to-date resources available to the victim.
- The Victim/Witness advocate will work closely with the probation officer to be sure that the goals of therapy are being met and the needs of the victim are being considered.

(Section A question 4. A. continued)

- The Victim/Witness advocate will keep a client "check list" form for each domestic violence client served. This checklist will include referrals made, Victim Compensation application given, therapists suggested and restitution requests.
- To maintain Court information, brochures and referral resources for clients from various ethnic backgrounds using translation and counseling services listed in our Resource Book.

B. What is your timetable and work plan for accomplishing your objectives?

Our timeline is ongoing.

5. A. Address what problems, if any, you anticipate in implementing the program/ project goals and objectives.

There has been a recent change in procedure for the Municipal Court that has made it difficult to receive timely and accurate information regarding hearings or probation appointments. Ms. Maynard has been extremely responsive to this problem and is maintaining a high level of victim contact despite the change.

B. How do you plan to resolve these problems?

Victim Assistance has an excellent working relationship with the Prosecutor's Office and the Court. Victim Assistance is part of a collaborative effort to solve the problem and represent victims in the solution. This includes constant conversations with all parties to ensure victims are being kept informed.

## **SECTION B: SERVICE INFORMATION**

1.A. Define the population and geographic area targeted for services through this project.

This program will be available to all victims of domestic violence who are victimized in Englewood and whose case is heard in the Englewood Municipal Court.

B. If the project is not located entirely in the 18th Judicial District, what percentage of services would be for victims and witnesses in the 18th Judicial District?

The project is located entirely in the 18<sup>th</sup> Judicial District.

2. A. Include a brief description of how the project strives to provide culturally competent services. Cultural competence is defined as a *process* in which an agency continuously strives to achieve the ability to work effectively within the cultural context of an individual or community from a diverse culture/ethnic background. If the project does not now strive to offer culturally competent services, how will you do this in the coming grant period? Include cultural competency efforts in the goals and objectives in Section A, question 4.

- We use the services of the Translation and Interpreting Center for translations in Court to include spoken languages as well as sign language.
- The Court is equipped with a FM system for Deaf or Hard of Hearing people.
- All of the Court information is translated into Spanish. We have a Spanish speaking translator for Court hearings which are scheduled once a month for all the Spanish speaking clients. These services are provided by Executive Languages. Ms. Maynard is currently revising the Spanish language information packet. We also currently have a Spanish speaking intern who is able to assist.
- We have available a list of agencies from many ethnic backgrounds and are constantly updating this list. Examples include: Asian Pacific, DOVE, CHAI, Servicios de la Raza, and Muslim organizations.
- We have packets designed specifically for the Gay, Lesbian, Bisexual, Transgendered, Queer population and the unique dynamics presented.
- We have packets designed to address male victims.

In addition to providing information in native languages, the program strives to provide culturally competent services by attending trainings and meetings to update the Advocates. Ms. Maynard and Ms. Wenig have attended several trainings, provided by the Colorado Coalition Against Domestic Violence and the Colorado Organization for Victim Assistance, on culturally appropriate responses and interventions. Ms. Maynard and Ms. Wenig take advantage of training opportunities to further cultural competence and the conversation continues within the Victim Assistance Unit and the Department as a whole. This information is then incorporated into the packet for victims.

3. A. What number of people is in need of the services as proposed by this project? (Identify source of information).

From July 1, 2010 to June 30, 2011, there were 95 new victims and 296 total victims served in the Municipal Court as documented by Court records. The Victim/Witness Advocate attempts to contact all those whose lives are impacted by domestic violence, identified by either offense reports or incident reports. During this time period, Ms. Maynard contacted 225 people affected by domestic violence outside of the Court process. These victims made contact with the Police Department and the incident did not rise to the level of an arrest; however, services were offered to these victims.

B. What number of people are currently being served in the 18th Judicial District and how? (Identify source of information.) *Explain how you report client numbers and service numbers.*

At present, there are approximately 255 cases active in the Municipal Court and approximately 195 victims being served from 2011 and previous years. Each month, approximately 10 cases are finalized; hence, the number of active cases is constantly changing. Ms. Maynard keeps a written record of all client contacts.

C. *What percent of the victims you serve are monolingual Spanish speakers?*

There are approximately 2% monolingual Spanish speaking victims. One afternoon per month is designated as a Spanish-speaking docket. All of the Spanish-speaking domestic violence cases are set on this docket. The Victim/Witness Advocate has access to an interpreter and is able to interview victims. Our current intern is also fluent in Spanish and can interview and assist victims.

D. How will your project diminish or eliminate any duplication of services?

There are no similar services available through the Municipal Court. This program is designed to refer victims to agencies that are providing services outside of the scope of this program to avoid duplication of services. Each victim is matched with referral resources that meet her or his needs.

E. How will you coordinate services with similar or like programs?

The program is designed to refer victims to services that will respond to their specific needs. Through appropriate referral, each victim is matched with referral resources that meet her or his needs. Ms. Maynard continuously networks with other agencies and advocates in order to better coordinate services when needed.

4. Define the management plan for the program/project. Identify specifically who will:

- be responsible for daily operations
- be accountable for the expenditure of grant funds.
- Include the resume of program/project administrator

The Victim Services Coordinator, Nancy Wenig is the coordinator and supervisor of the project. The Victim/Witness Advocate, Nicole Maynard, submits a daily record of court activity to Ms. Wenig which includes victim name, referrals made, victim compensation information, restitution requests, and any other pertinent information. Ms. Wenig and the City Accountant, Kathy Cassai, are responsible for the expenditure of the grant funds under the supervision of the Chief of Police, John Collins, and the Director of Finance, Frank Gryglewicz.

5. *In compliance with the American Disability Act (ADA) on providing access, how does your agency provide accommodations for crime victims or victim service providers?*

The Englewood Municipal Court is fully accessible to persons with disabilities. We collaborate with other service providers to address all areas of disability.

## **SECTION C: EVALUATION INFORMATION**

1. How will you evaluate whether or not this project has met its stated goals and objectives? Explain how you evaluate the following:

- **Process Evaluation** – Did the program meet the project goals and objectives?
- **Outcome/Impact Evaluation** – Did the program achieve the stated outcomes or behavioral changes? How did the delivery of services improve the life situation of your clients?
- **Overall agency success** – How do you measure if your agency is “doing its job” well?

**Process Evaluation:** The program will have met its goals and objectives by providing all victims with ongoing support during and after his/her Court appearance. The program will have provided all victims with information on their Rights.

**Outcome Evaluation:** Our goal is to provide safety and support for victims of domestic violence as well as to educate victims of the Court process and services available. One measure of success is the rate of acceptance of Victim Compensation applications for counseling. In 2011, 40% of the 140 victims contacted at arraignment took applications for Victim Compensation. We constantly encourage victims to participate in counseling. We hope our efforts to encourage counseling for victims will help them recover.

**Overall agency success:** Our relationship with the City Attorney and Judge is excellent. The process with which victims move through the Court process is efficient and informative. Survey reports and follow up phone calls reflect a positive experience in the Court. Victims are encouraged to keep in contact with Ms. Maynard to work through any rough spots in their recovery.

## SECTION D: CONSTITUTIONAL AMENDMENT

1. A. Define how this program/project will address the guidelines for assuring the rights of victims and witnesses as outlined in the Victim Rights Act (Section 24-4.1-302.5 C.R.S.). List specific services to be provided.

- Each victim is given a brochure at the arraignment, which outlines Victim's Rights. These Rights are reviewed by the Victim/Witness Advocate periodically to determine the victim's comprehension of these Rights.
- Victims are informed of each stage of his/her case.
- No plea agreement is made with the defendant without the full understanding and agreement of the victim.

B. What services are you providing as outlined in the VALE statute (Section 24-4.2-105 C.R.S.):

- The legislative intent is to assure that all victims of and witnesses to crime are honored and protected by law enforcement agencies in a manner no less vigorous than the protection afforded criminal defendants.
- The Victim/Witness Advocate ensures compliance with the guideline listed for assuring these Rights to victims of domestic violence in the Municipal Court.
- Englewood Police Department has made a clear effort to provide victims with the services entitled to them by the Victim Bill of Rights. The Court program addresses all of these rights including: the right to be present and informed of critical stages in Court, to be heard at Court proceedings, and to confer with the prosecuting attorney prior to disposition.
- The victim is asked if restitution is requested and is offered services such as financial or legal help, shelters, or Victim Compensation.
- The Victim/Witness Advocate has a private office and waiting room at Court so that the victim is assured of safety and privacy before Court proceedings.

2. Does your agency have a statutory mandate to notify victims under the Victim Rights Amendment (VRA)? X \_\_\_ Yes \_\_\_ No *If yes, please answer the following questions:*

### **How do you presently notify victims of their rights under the VRA?**

A folder is provided to each victim at arraignment which contains No Contact Orders, literature on Domestic Violence, a Victim's Rights brochure, Victim Compensation application and the Victim/Witness Advocate's card. Ms. Maynard explains these Victim's Rights to her/him at the arraignment and continues to keep the victim informed of changes in the status of the case, schedules and results of hearings, availability of property return and other information pertinent to the victim's case while the case is active in court. Ms. Maynard makes these contacts in person, by phone, and by letter.

**What is the approximate number of clients who receive notifications made by your agency each year? (N= # of clients)**

There were approximately 296 victims contacted from July 1, 2010 to June 30, 2011. These victims had cases in various stages of resolution, each needing information on the status of the case as well as other information pertinent to the victim's needs, e.g. property return, Victim Compensation information, etc.

**What is the approximate total number of notifications made by your agency each year? (N=# of total notifications)**

Each victim has on average 5 contacts with the Victim/Witness Advocate during the course of the case in Court. With approximately 95 new victims in this time period, this equals 475 contacts with victims in person, by phone, and by letter. Ms. Maynard also contacts victims who have made a police report that does not result in charges filed to assess safety, review Rights, and provide resources and support. These additional contacts are not reflected in these numbers.

3. Does your agency have a victim rights brochure that is distributed to victims?

A Victim's Rights Brochure is attached. This is given to each victim at the time of arraignment or through a letter sent to the victim. We are in the process of updating the brochure.

4. Describe the training your agency provides to all staff and volunteers about informing victims of their rights under the Colorado Constitution.

Each volunteer has received the *Colorado Guidelines for Assuring the Rights of Victims of and Witnesses to Crimes*. The volunteers have discussed this report as well as the *Victim's Rights Brochure* at meetings and are instructed to give the brochure to victims when appropriate on calls and to answer any questions regarding these Rights. All Police and Fire personnel were trained on Victim Rights during the in-service academy in April 2011.

Date of last training: April 2011  
Training provide by: Dan Griffin COVA Training Coordinator

What percent of your staff attended the above training?

100%

5. Are any of the services provided by your agency eligible for Crime Victim Compensation reimbursement? \_\_\_\_\_ Yes x \_\_\_\_\_ No

Is so, list services:

Does your agency regularly conduct or receive Crime Victim Compensation training for direct services staff or volunteers? x Yes \_\_\_\_\_ No

Describe the training on victim compensation that has been provided to your staff and volunteers:

Date of last training: November 2011

Training provide by: COVA Conference

**SECTION E: ADDITIONAL COMMENTS**

Nicole Maynard was hired as the Victim/Witness Advocate in May of 2008. Since that time, Ms. Maynard has immersed herself in the work of fighting domestic violence. She has gained experience by attending various and multiple trainings throughout the State to maintain current best practices. This allows her to provide excellent advocacy to victims in court. Attached is a list of training for Ms. Maynard in 2011.

**SECTION F: BUDGET SUMMARY/FINANCIAL INFORMATION**

1. Total amount of VALE funds requested: \$ 18,144.00

2. Will the amount requested provide full funding for the project?  Yes  No  
 If no, please identify other funding sources and amounts received within the past two years.  
 Do not include other VALE funding. Please also include other pending grants.

Source	Date of Award	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Are you currently receiving VALE funding?  Yes  No  
 If yes, please identify the Judicial District and the amount requested and received. Include current year funding from the 18th Judicial District.

Date of Award	District	Amount Requested	Amount Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Will you be applying to other VALE Boards for funding?  Yes  No  
 If yes, please identify the Judicial District and the amount requested.

Date of Request	District	Amount Requested
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Does your agency receive victim assistance funding through the use of a municipal surcharge? If yes, **you must** provide specific documentation outlining your agency's surcharge intake for the last **two fiscal years** and detailing how these funds were distributed.

The program does not receive any funding through the use of a municipal surcharge. We are in a unique position within the State in that we have the only elected Municipal Judge; Judge Vincent Atencio. We have approached Judge Atencio yearly to request a VALE surcharge to no avail. Judge Atencio will not add any surcharges to the fines no matter the case.

6. If an increased amount of funding over this year's **grant award** is being requested, please provide written justification. Substantiate or quantify factually or with other supportive documentation.

The amount we are requesting is an increase from previous Grant requests due to increased employee costs and a continued decline in revenues.

7. Anticipated client fees *if any*, from this project: \$ N/A

8. Describe the volunteer and/or in-kind services that will be used for this program/project.

No volunteer hours contribute to this program.

9. What percentage of your total budget is this request for VALE funds?

Approximately 40% of the total budget would be VALE funded.

10. If this program/project is to continue beyond the initial funding period, please identify how the program/project will be funded in the future. Please be specific.

The City of Englewood is committed to the Victim/Witness Program in the Municipal Court. The City is willing to provide the difference in the total cost of the program. The City of Englewood has been responsible in assuming their share of successful programs when it is financially able.

The applicant assures that the following signatories and all staff and volunteers assigned to this project have read and understand the rights afforded to crime victims pursuant to section 24-4.1-302.5 C.R.S. and the services delineated pursuant to sections 24-4.1-303 C.R.S. and 23-4.1-304 C.R.S.

I hereby certify that the information contained herein is true and correct to the best of my knowledge and belief.

Nancy Wenig  
~~Typed~~ Name of Project Director

[Signature]  
Signature Project Director's

Project Director

1-26-12  
Date

Chief John Collins  
~~Typed~~ Name of Agency Director

[Signature]  
Signature, Agency Director

Agency Director

1/26/12  
Date

Frank Gryglewicz  
~~Typed~~ Name of Financial Officer

[Signature]  
Signature, Financial Officer

Financial Officer

1/27/2012  
Date

Gary Sears  
~~Typed~~ Name of Authorized Official

[Signature]  
Signature Authorized Official

Authorized Official

1/27/2012  
Date

Project Director: The person who has direct responsibility for the implementation of the project. This person should combine knowledge and experience in the project area with ability to administer the project and supervise personnel. He/She shares responsibility with the Financial Officer for seeing that all expenditures are within the approved budget. This person will normally devote a major portion of his/her time to the project and is responsible for meeting all reporting requirements. The Project Director must be a person other than the Authorized Official of the Financial Officer.

Agency Director: The executive director of the agency. This may in some agencies be the same person as the project director or authorized official.

Financial Officer: The person who is responsible for all financial matters related to the program and who has responsibility for the accounting, management of funds, and verification of expenditures, audit information and financial reports. The person who actually prepares the financial reports may be under the supervision of the Financial Officer. The Financial Officer must be a person other than the Authorized Official or the Project Director.

Authorized Official: The authorized official is the person who is, by virtue of such person's position, authorized to enter into contracts for the grant recipient. *This could include:* Mayor or City Manager, Chairperson of the County Commissioners, District Attorney, President of Chairperson of the Board of Directors, Superintendent, or other Chief Executive Officer.

## COUNCIL COMMUNICATION

<b>Date</b> February 21, 2012	<b>Agenda Item</b> 9 a ii	<b>Subject</b> Federal & Belleview King Soopers – acceptance of six easements
<b>INITIATED BY</b> Utilities Department		<b>STAFF SOURCE</b> Stewart H. Fonda, Director of Utilities

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The requested easements were discussed during the City Council Study Session on February 13, 2012.

### RECOMMENDED ACTION

The Utilities, Public Works and Community Development staff recommends Council approval of the six easements for the King Soopers store in the Centennial Shopping Center located at Federal & Belleview.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The King Soopers located at 5050 S. Federal, in the Centennial Shopping Center, is redeveloping and expanding their store. The new store configuration requires that the existing storm water drainage easement, transportation and utilities easement and water line easement be reconfigured to accommodate the new construction.

Six easements are attached:

1. Grant of Storm Water Drainage Easement from Centennial SCLLC.
2. Grant of Transportation and Utilities Easement from Centennial SCLLC
3. Grant of Water Line Easement from Centennial SCLLC
4. Grant of Storm Water Drainage from the Dillion Companies, Inc.
5. Grant of Transportation and Utilities Easement from Dillion Companies, Inc.
6. Grant of Water Line Easement from Dillion Companies, Inc.

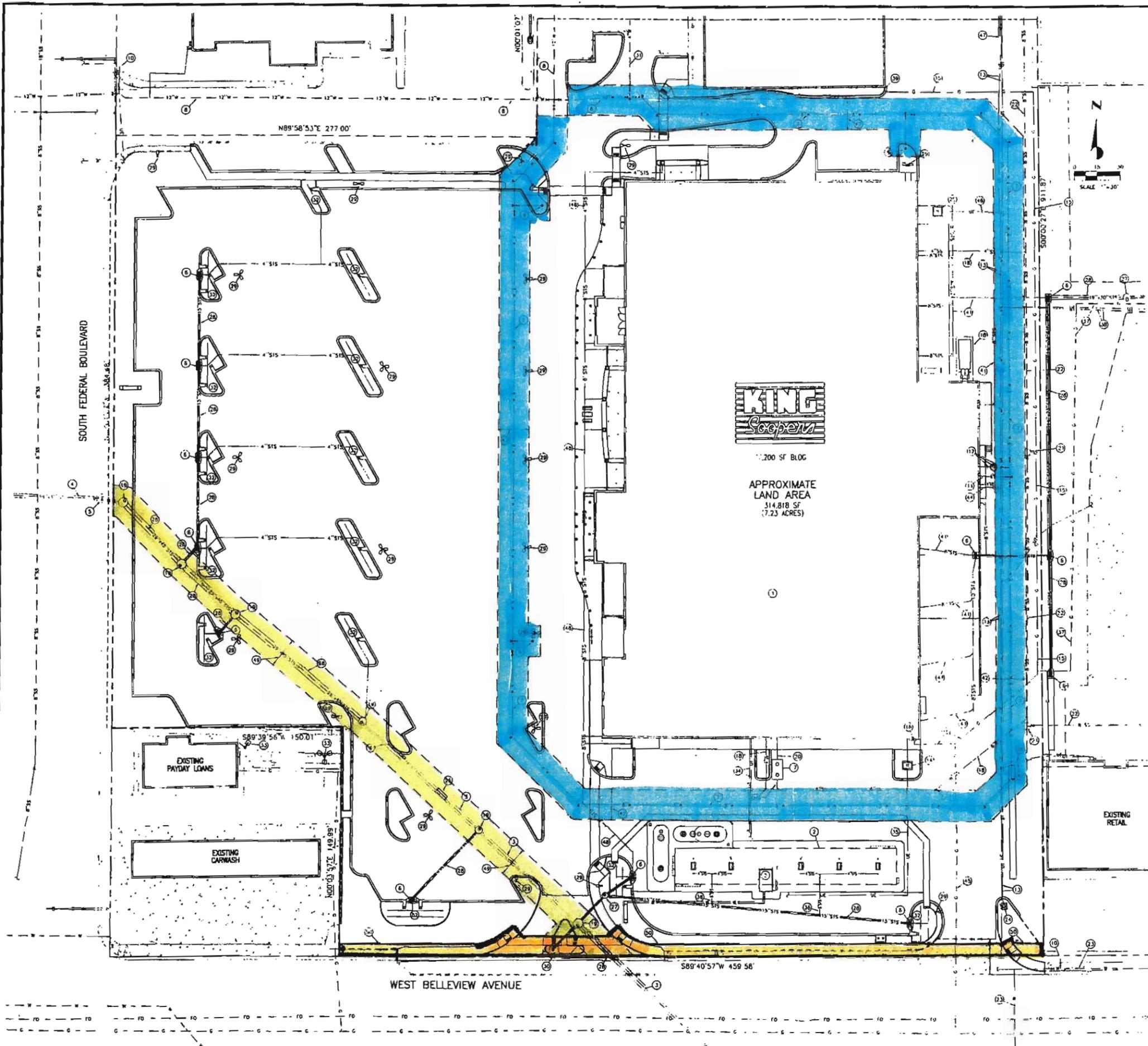
The Mayor will be authorized to sign for and on behalf of the City of Englewood.

### FINANCIAL IMPACT

None.

### LIST OF ATTACHMENTS

Map of Easements  
Proposed Bill for Ordinance



**SITE LEGEND**

- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY BOUNDARY LINE
- EASEMENT BOUNDARY LINE
- PROJECT LIMITS

**UTILITY LEGEND**

- WATER LINE KICK BLOCK LOCATION
- WATER VALVE LOCATION
- WATER LINE
- GAS LINE
- UNDERGROUND ELECTRICAL
- FIBER OPTIC LINE
- UNDERGROUND TELEPHONE
- SANITARY SEWER
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER (LESS THAN 12")
- EXISTING UTILITY OBJECT TO REMAIN
- PROPOSED UTILITY OBJECT
- ELECTRICAL TRANSFORMER
- TRAFFIC CONTROL, PEDESTAL
- TELEPHONE PEDESTAL
- WATER METER
- GAS METER
- POWER POLE
- EXISTING SITE LIGHT
- PROPOSED SITE LIGHT
- TRAFFIC POLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING MANHOLE
- PROPOSED MANHOLE
- EXISTING INLET
- PROPOSED INLET

**UTILITY SCHEDULE:**

- 1 PROPOSED 77,200 SQ FT KING SOOPERS STORE
- 2 PROPOSED 24'x145' CANOPY AND 132 SQ FT KIOSK BY FUEL CONTRACTOR
- 3 EXISTING 36" RCP STORM SEWER TO REMAIN
- 4 EXISTING 18"x30" RCP STORM SEWER TO REMAIN
- 5 EXISTING INLET TO REMAIN
- 6 PROPOSED TYPE 13 CURB INLET
- 7 PROPOSED 8" C900 PVC WATER LINE
- 8 EXISTING 12" WATER LINE TO REMAIN
- 9 PROPOSED FIRE HYDRANT ASSEMBLY WITH 6" VALVE AND LINE
- 10 EXISTING FIRE HYDRANT TO REMAIN
- 11 PROPOSED 8" C900 PVC GAS LINE
- 12 PROPOSED 3" WATER SERVICE METER & VALVE
- 13 PROPOSED UNDERGROUND ELECTRICAL LINE BY XCEL WITH CENTURY LINK LINES
- 14 PROPOSED TRANSFORMER (75KVA 480/277V TO 208/120V) BY FUEL CONTRACTOR
- 15 PROPOSED GAS MAIN LINE (COORDINATE TO COORDINATE WITH WELLS)
- 16 PROPOSED GAS METER
- 17 PROPOSED 2400 GALLON GREASE INTERCEPTOR WITH TRAFFIC RATED INRS
- 18 PROPOSED 30" DIA SANITARY SEWER SERVICE SIZE AS NOTED
- 19 PROPOSED 6" DIA STORM SEWER MANHOLE
- 20 PROPOSED SANITARY SEWER CLEAN OUTS
- 21 EXISTING SANITARY SEWER MANHOLE TO REMAIN
- 22 EXISTING VEP SANITARY SEWER MANHOLE TO REMAIN
- 23 EXISTING DRAIN WATER LINE TO REMAIN
- 24 EXISTING TELEPHONE CABINET TO REMAIN
- 25 PROPOSED ELECTRICAL TRANSFORMER
- 26 PROPOSED 36" RCP STORM SEWER TO REPLACE 48" DIA INLET
- 27 PROPOSED 4" DIA STORM SEWER MANHOLE
- 28 PROPOSED SANITARY SEWER LINE (SEE CST SHEETS)
- 29 PROPOSED MCCRAW EDISON (400W-HRS) GALLERIA SQUARE FUTURE (FUT LENS) W/ 27'-5" ROUND TAPERED POLE ON 2'-6" CONCRETE BASE (SEE PHOTOMETRIC PLAN AND 17-445)
- 30 PROPOSED C900 5' TYPE II CURB INLET
- 31 EXISTING WATER SERVICE LINE TO REMAIN
- 32 PROPOSED SAND INFILTRATION BASIN
- 33 EXISTING SITE LIGHT TO REMAIN
- 34 PROPOSED (2)-2" PVC CONDUITS SCHEDULE 40 WITH (2) PULL STRINGS TO LEVEL OF CONCRETE SLAB BY G.C.
- 35 PROPOSED (1)-4" PVC CONDUIT SCHEDULE 40 WITH (1) PULL STRING TO EDGE OF CONCRETE SLAB BY G.C.
- 36 PROPOSED CANOPY ROOF DRAINS BY FUELING CONTRACTOR
- 37 EXISTING GAS SERVICE LINE TO REMAIN
- 38 EXISTING UNDERGROUND COMMUNICATION (TELEPHONE) TO REMAIN
- 39 EXISTING GAS LINE ATTACHED TO WALL OF BUILDING G.C TO COORDINATE CONNECTION TO NEW GAS LINE
- 40 PROPOSED 4" SANITARY SEWER SURFACE DRAIN FROM CONTRACTOR SLAB TO EXISTING SANITARY SEWER LINE
- 41 PROPOSED STORM SEWER ROOF DRAIN (SEE CST SHEETS)
- 42 PROPOSED 2" PVC CONDUIT SCHEDULE 40 WITH (2) PULL STRINGS TO LEVEL OF CONCRETE SLAB BY G.C.
- 43 EXISTING UNDERGROUND ELECTRICAL SERVICE TO REMAIN
- 44 PROPOSED 2-4" CONDUITS FOR COMMUNICATION LINES
- 45 EXISTING GAS MAIN TO REMAIN CONTRACTOR TO COORDINATE WITH XCEL
- 46 PROPOSED UNDERGROUND SERVICE LINE IN 4" CONDUIT BY XCEL
- 47 EXISTING POWER POLE TO REMAIN
- 48 PROPOSED CANOPY/awning ROOF DRAIN STORM PIPE
- 49 PROPOSED 24" WIDE DRAINAGE EASEMENT
- 50 PROPOSED RIGHT OF WAY AND SIDEWALK EASEMENT

REV	BY	DATE	DESCRIPTION
1	WFD	11/13/2011	SEF
<p><b>Galloway</b>          Principal Architectural Engineers          300 DTC Avenue, Suite 1000          Denver, Colorado 80202          303.770.8000          www.gallowayus.com</p>			
<p><b>King Soopers</b>          Supermarket          Petroleum          300 DTC Avenue, Suite 1000          Denver, Colorado 80202          303.770.8000          www.kingsoopers.com</p>			
<p><b>KING SOOPERS #109</b>  <b>CONSTRUCTION DRAWINGS</b>          5050 SOUTH FEDERAL BOULEVARD          ENGLEWOOD, COLORADO</p>			
<p>Project No: KSS109-010          Sheet Scale: 1"=30'          Designed By: WFD          Drawn By: SEF          Date: OCTOBER 14, 2011          Task File: KSS109-CU1-1-002</p>			
<p><b>UTILITY PLAN</b></p>			
<p><b>CU1.1</b></p>			

BY AUTHORITY

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

COUNCIL BILL NO. 9  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING ACCEPTANCE OF SIX EASEMENTS LOCATED AT 5050 SOUTH FEDERAL BOULEVARD, ENGLEWOOD, COLORADO FOR THE REDEVELOPMENT AND EXPANSION OF THE KING SOOPERS STORE IN THE CENTENNIAL SHOPPING CENTER.

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

WHEREAS, Centennial S.C.L.L.C. is the owner of property which is located at 5050 South Federal Boulevard, Englewood and Dillion Companies, Inc. (King Soopers) is the lessee of the property; and

WHEREAS, for the purposes of reconstruction and expansion of the new King Soopers store it is necessary for the Centennial S.C.L.L.C. (Owner) of 5050 South Federal Boulevard to grant the City of Englewood a "Grant of Storm Water Drainage Easement", a "Grant of Transportation and Utility Easement" and a "Grant of Water Line Easement"; and

WHEREAS, for the purposes of reconstruction and expansion of the new King Soopers store it is necessary for the Dillion Companies, Inc. (Lessee) of 5050 South Federal Boulevard to grant the City of Englewood a "Grant of Storm Water Drainage Easement", a "Grant of Transportation and Utility Easement" and a "Grant of Water Line Easement From Lessee";

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 a "Grant of Storm Water Drainage Easement", from the Centennial S.C.L.L.C. (Owner) of 5050 South Federal Boulevard, attached hereto as Exhibit 1.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of a "Grant of Transportation and Utility Easement" from the Centennial S.C.L.L.C. (Owner) of 5050 South Federal Boulevard, attached hereto as Exhibit 2.

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of a "Grant of Water Line Easement" from the Centennial S.C.L.L.C. (Owner) of 5050 South Federal Boulevard, attached hereto as Exhibit 3.

Section 4. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of a "Grant of Storm Water Drainage Easement from the Dillion Companies, Inc. (Lessee) of 5050 South Federal Boulevard, attached hereto as Exhibit 4.

Section 5. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of a "Grant of Transportation and Utility Easement" from the Dillion Companies, Inc. (Lessee) of 5050 South Federal Boulevard, attached hereto as Exhibit 5

Section 6. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of a "Grant of Water Line Easement" from the Dillion Companies, Inc. (Lessee) of 5050 South Federal Boulevard, attached hereto as Exhibit 6.

Section 7. 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 21st day of February, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 24<sup>th</sup> day of February, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 22nd 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 21st day of February, 2012.

---

Loucrishia A. Ellis

GRANT OF STORM WATER DRAINAGE EASEMENT

THIS GRANT of Storm Water Drainage Easement (this "Grant") is made this 3<sup>rd</sup> day of February, 2012, by Centennial S.C.L.L.C., a Colorado Limited Liability Company, ("Grantor"), whose address is 3333 East Bayaud Ave. #318 Denver, Colorado 80209, ("Grantor") as the Owners of 5050 South Federal Boulevard, Englewood, Colorado 80110, in favor of the CITY OF ENGLEWOOD ("Grantee") whose address is 1000 Englewood Parkway, Englewood, Colorado 80110.

1

The parties covenant and agree as follows:

1. Storm Water Drainage Easement. The "Storm Water Drainage Easement Property" shall mean a permanent easement located in the City of Englewood, County of Arapahoe, State of Colorado, more particularly described in Exhibit A, attached hereto and incorporated herein, consisting of 7 page(s), hereinafter the "Easement".
2. Consideration. After a one (1) year probationary period, beginning when the certificate of occupancy is issued or the date corrections are made to the lines to meet City standards if later, the Grantee will accept ownership of and maintain, repair or replace the that portion of the storm water system which is public.
3. Grant of Storm Water Drainage Easement. Grantor hereby grants to Grantee, its successors and assigns a perpetual, non-exclusive Easement for storm water drainage over, under, across and through the Easement for the purpose of constructing, operating, maintaining, repairing, replacing and removing and enlarging those structures or improvements of the Grantee that the Grantee finds necessary or desirable for storm water drainage, including appurtenances.
4. Access. Grantee shall have the perpetual, non-exclusive right of ingress and egress in, to, over, through and across the Easement for any purpose necessary or desirable for the full enjoyment of the rights granted to Grantee under this Grant.
5. Restoration. Grantee agrees that after the construction, maintenance, repair, replacement or enlargement, if any, of the Storm Water Drainage line, facilities and appurtenances, Grantee shall restore the surface of the Easement as closely as reasonably possible to the grade and conditions existing immediately prior to said construction, maintenance, repair, replacement or enlargement, except as may be necessary to accommodate the Storm Water Drainage line, facilities and appurtenances..
6. No Improvements. Grantor covenants and agrees not to construct, erect, place or plan any "Improvements," as hereinafter defined, on the Easement without obtaining the prior written consent of Grantee. "Improvements" shall mean any structure, building or landscaping other than grass or asphalt surface parking. Grantee shall have the right to remove, without any liability to Grantor, any improvements constructed, erected, placed or planted on the Easement without Grantor having obtained the prior written consent of Grantee.

7. Subjacent and Lateral Support. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement to the extent necessary for the enjoyment of the full rights granted to Grantee under this Grant.
8. Rights of Grantor. Grantor reserves the right to the undisturbed ownership, use, and occupancy of the Easement insofar as said ownership, use, and occupancy is consistent with and does not impair the rights granted to Grantee in this Grant.
9. Abandonment. In the event that Grantee shall abandon the rights granted to it under this Grant, all rights, title and interest hereunder of Grantee shall cease and terminate, and Grantor shall hold the Easement, free from the rights of Grantee so abandoned, and shall own all materials and structures of Grantee so abandoned, provided that Grantee shall have a reasonable period of time after said abandonment in which to remove any or all Storm Water Drainage facilities and appurtenances from the Easement.
10. Warranty of Title. Grantor warrants and represents that Grantor is the Owner of the fee simple title to the real property underlying the Easement; that Grantor has full right, title and authority to make this Grant; that this Grant is effective to grant and convey to Grantee this Storm Water Drainage Easement and that this Grant of an easement is subject to existing easements conditions or limitations. Grantor further covenants and agrees to indemnify, defend and hold Grantee harmless from and against any adverse claim to the title of the Easement.
11. Binding Effect. This Grant shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land



GRANTEE:  
City of Englewood, Colorado

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

ATTEST:

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

**EXHIBIT A**

A STORM WATER DRAINAGE EASEMENT LOCATED IN A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST, 6<sup>TH</sup> P.M. STATE OF COLORADO, ARAPAHOE COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 8 THENCE N 00° 01' 07" W ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8 A DISTANCE OF 327.96 FEET;  
THENCE N 89° 58' 53" E A DISTANCE OF 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH FEDERAL BOULEVARD AND THE POINT OF BEGINNING:

THENCE THE FOLLOWING 20 COURSES:

- 1) N00° 01' 08"W ALONG THE EAST RIGHT OF WAY LINE OF SOUTH FEDERAL BOULEVARD A DISTANCE OF 20.24 FEET;
- 2) S81° 16' 44"E A DISTANCE OF 11.47 FEET;
- 3) S43° 50' 28"E A DISTANCE OF 58.53 FEET;
- 4) S47° 28' 18"E A DISTANCE OF 47.64 FEET;
- 5) S50° 26' 33"E A DISTANCE OF 108.72 FEET;
- 6) S47° 14' 56"E A DISTANCE OF 104.35 FEET;
- 7) S46° 48' 27"E A DISTANCE OF 89.41 FEET;
- 8) S46° 16' 28"E TO THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE A DISTANCE OF 41.38 FEET;
- 9) S89° 40' 57"W ALONG THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE A DISTANCE OF 28.77 FEET;
- 10) N46° 16' 28"W A DISTANCE OF 10.59 FEET;
- 11) S43° 19' 14"W TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE A DISTANCE OF 10.17 FEET;
- 12) S89° 40' 57"W ALONG THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE A DISTANCE OF 15.63 FEET;
- 13) N0° 19' 03"W A DISTANCE OF 12.59 FEET;
- 14) N43° 19' 14"E A DISTANCE OF 11.90 FEET;
- 15) N46° 48' 27"W A DISTANCE OF 79.26 FEET;
- 16) N47° 14' 56"W A DISTANCE OF 103.72 FEET;
- 17) N50° 26' 33"W A DISTANCE OF 108.68 FEET;
- 18) N47° 28' 18"W A DISTANCE OF 48.80 FEET;
- 19) N43° 50' 28"W A DISTANCE OF 52.38 FEET;

20) N81° 16' 44"W A DISTANCE OF 1.62 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS ARE BASED UPON THE SOUTH LINE OF THE  
SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE  
6<sup>TH</sup> PRINCIPLE MERIDIAN, STATE OF COLORADO, ARAPAHOE COUNTY.  
BEARING S89°40'57"W

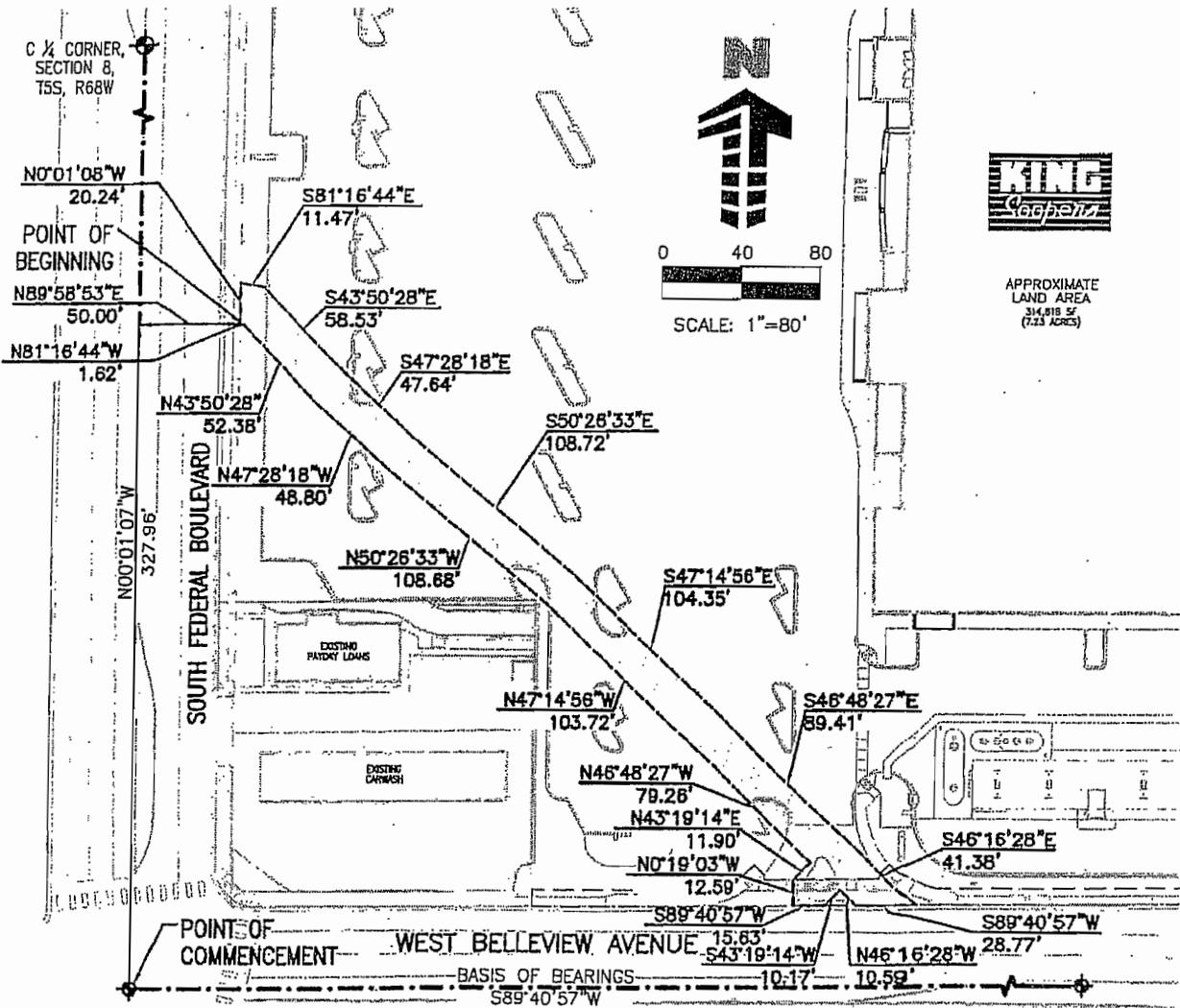
SAID EASEMENT CONTAINS 9,185 SQ. FT. MORE OR LESS.

PREPARED ON AND FOR THE BEHALF OF  
GALLOWAY INC.  
5300 DTC PARKWAY SUITE 100  
GREENWOOD VILLAGE, CO 80111  
DATE PREPARED 2/13/2012  
JOB NO. KSS00004.02  
PREPARED BY: MATTHEW DUHAIME P.E., P.L.S.



KSS0109 Storm easement.doc

# ILLUSTRATION FOR EXHIBIT A



APPROXIMATE  
LAND AREA  
314,818 SF  
(7.23 ACRES)

S ¼ CORNER, SECTION 8,  
T5S, R68W (FOUND 2 1/2"  
ALUMINUM CAP  
L.S. NO. 5112  
IN MONUMENT BOX)

NOTE:  
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED  
SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED  
DESCRIPTION.

SE CORNER, SECTION 8,  
T5S, R68W FOUND 2 ½"  
ALUMINUM CAP  
ILLEGIBLE  
IN MONUMENT BOX)

9,185 SQ. FT. ±

PREPARED FOR:  
King Soopers Petroleum



## STORM WATER DRAINAGE EASEMENT

5050 SOUTH FEDERAL BLVD  
ENGLEWOOD, CO

PREPARED BY:

### Galoway

Planning, Architecture, Engineering,  
5300 DTC Parkway, Suite 100  
Greenwood Village, CO 80111  
303.770.8884 D  
303.770.3636 F  
www.galowayUB.com

Project No: KSF000004

Designed By: MFD

Date: 2/13/2012

KING SOOPERS STORE #109  
ENGLEWOOD, COLORADO

Sheet Scale: 1" = 80'

Drawn By: JAR

Disk File: KSF04\_Exh\_01-Storm

GRANT OF TRANSPORTATION AND UTILITY EASEMENT

THIS GRANT of a Transportation and Utility Easement (this "Grant") is made this 13<sup>th</sup> day of February 2012, by Centennial S.C.L.L.C., a Colorado Limited Liability Company, ("Grantor"), whose address is 3333 East Bayaud Ave. #318 Denver, Colorado 80209, ("Grantor") as the Owners of 5050 South Federal Boulevard, Englewood, Colorado 80110, in favor of the CITY OF ENGLEWOOD ("Grantee") whose address is 1000 Englewood Parkway, Englewood, Colorado 80110.

The parties covenant and agree as follows:

1. Transportation and Utility Easement. a permanent right of entry, permanent access and Transportation and Utility Easement on the property located in the City of Englewood, County of Arapahoe, State of Colorado, more particularly described in Exhibit A, attached hereto and incorporated herein consisting of 7 page(s), hereinafter the "Easement".
2. Consideration. As consideration, for this Grant, Grantee will allow a new access location from Belleview Avenue and will repair curb, gutter and sidewalk within the Easement.
3. Grant of Transportation and Utility Easement. Grantor hereby grants to Grantee, its successors and assigns, a perpetual non-exclusive Transportation and Utility Easement over, under, across and through the Easement for the purpose of constructing, operating, maintaining, repairing, replacing and removing and enlarging those structures or improvements of the Grantee that the Grantee finds necessary or desirable for Transportation and Utility, including appurtenances.
4. Access. Grantee shall have the perpetual, non-exclusive right of ingress and egress in, to, over, through and across the Easement for any purpose necessary or desirable for the full enjoyment of the rights granted to Grantee under this Grant.
5. Restoration. Grantee agrees that after the construction, maintenance, repair, replacement or enlargement, if any, for the Transportation and Utility facilities and appurtenances, Grantee shall restore the surface of the Easement as closely as reasonably possible to the grade and conditions existing immediately prior to said construction, maintenance, repair, replacement or enlargement, except as may be necessary to accommodate the Transportation and Utility facilities and appurtenances.
6. No Improvements. Grantor covenants and agrees not to construct, erect, place or plan any "Improvements," as hereinafter defined, on the Easement without obtaining the prior written consent of Grantee. "Improvements" shall mean any structure, building or landscaping other than grass or asphalt surface parking. Grantee shall have the right to remove, without any liability to Grantor, any improvements constructed, erected, placed or planted on the Easement without Grantor having obtained the prior written consent of Grantee.

7. Subjacent and Lateral Support. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement to the extent necessary for the enjoyment of the full rights granted to Grantee under this Grant.
8. Rights of Grantor. Grantor reserves the full right to the undisturbed ownership, use and occupancy of the Easement insofar as said ownership, use and occupancy is consistent with and does not impair the rights granted to Grantee in this Grant.
9. Abandonment. In the event that Grantee shall abandon the rights granted to it under this Grant, all rights, title and interest hereunder of Grantee shall cease and terminate, and Grantor shall hold the Easement, free from the rights of Grantee so abandoned, and shall own all materials and structures of Grantee so abandoned, provided that Grantee shall have a reasonable period of time after said abandonment in which to remove any or all of its facilities and appurtenances from the Easement.
10. Warranty of Title. Grantor warrants and represents that Grantor is the owner of the Easement property and that Grantor has full right, title and authority to make this Grant; that this Grant is effective to grant and convey to Grantee this Transportation and Utility Easement, and that this Grant of easement is superior to all other grants. Grantor further covenants and agrees to indemnify, defend and hold Grantee harmless from and against any adverse claim to the title of the Easement property.
11. Binding Effect. This Grant shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.



GRANTEE:

CITY OF ENGLEWOOD, COLORADO

ATTEST:

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

\_\_\_\_\_  
Loucrishia Ellis, City Clerk

**EXHIBIT A**

A TRANSPORTATION AND UTILITY EASEMENT LOCATED IN A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST, 6<sup>TH</sup> P.M. STATE OF COLORADO, ARAPAHOE COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 8 THENCE N 89° 40' 57" E ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8 A DISTANCE OF 200.08 FEET THENCE N 00°19'03"W A DISTANCE OF 40.00 FEET TO NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE AND THE POINT OF BEGINNING:

THENCE THE FOLLOWING 15 COURSES:

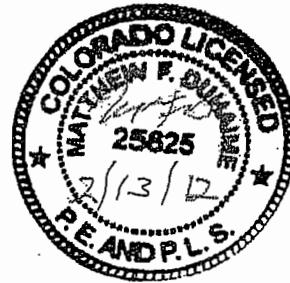
- 1) N00° 03' 57"E A DISTANCE OF 8.00 FEET;
- 2) N89° 40' 57"E A DISTANCE OF 93.00 FEET;
- 3) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CURVE LENGTH OF 24.01 FEET, A RADIUS OF 43.00' FEET, A DELTA OF 31°59'35" HAVING A CHORD DISTANCE OF 23.70 FEET, BEARING N59° 29' 11"E, NON-TANGENT TO THE FOLLOWING COURSE.
- 4) S46° 30' 37"E A DISTANCE OF 7.00 FEET;
- 5) S0° 31' 04"E A DISTANCE OF 2.13 FEET;
- 6) N89° 28' 56"E A DISTANCE OF 57.67 FEET;
- 7) N0° 31' 04"W A DISTANCE OF 2.22 FEET;
- 8) N46° 08' 39"E A DISTANCE OF 7.00 FEET;
- 9) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CURVE LENGTH OF 24.72 FEET, A RADIUS OF 43.00 FEET, A DELTA OF 32°56'10" HAVING A CHORD DISTANCE OF 24.38 FEET, BEARING S60° 19' 26"E, NON-TANGENT TO THE FOLLOWING COURSE:
- 10) N89° 40' 57"E A DISTANCE OF 227.65 FEET;
- 11) N67° 26' 54"E A DISTANCE OF 9.33 FEET;
- 12) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CURVE LENGTH OF 3.98 FEET, A RADIUS OF 22.50' FEET, A DELTA OF 10°07'35" HAVING A CHORD DISTANCE OF 3.97 FEET, BEARING S27° 36' 54"E, NON-TANGENT TO THE FOLLOWING COURSE;
- 13) N89° 40' 57"E A DISTANCE OF 19.06 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK 1 CENTENNIAL PLAZA, FILING NO.3;
- 14) S0° 00' 27"E A DISTANCE OF 8.00 FEET ON THE WEST LINE OF SAID LOT 1, BLOCK 1 CENTENNIAL PLAZA FILING NO.3 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE;

15) S89° 40' 57"W A DISTANCE OF 459.58 FEET ALONG THE NORTH RIGHT OF WAY LINE OF BELLEVUE AVENUE TO THE POINT OF BEGINNING;

THE BASIS OF BEARINGS ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, STATE OF COLORADO, ARAPAHOE COUNTY, BEARING N89°40'57"E

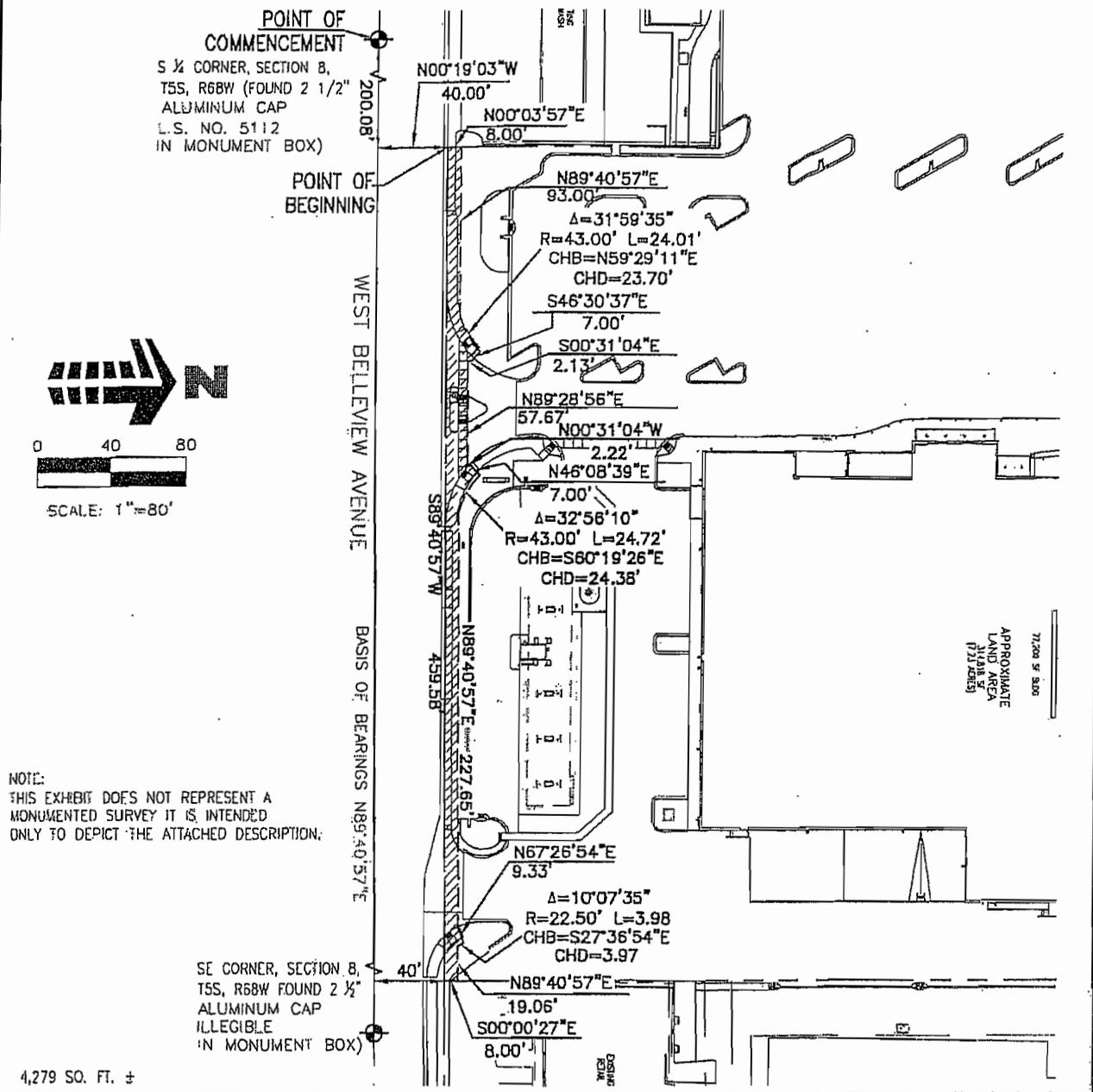
SAID EASEMENT CONTAINS 4,279 SQ. FT. MORE OR LESS.

PREPARED ON AND FOR THE BEHALF OF  
GALLOWAY INC.  
5300 DTC PARKWAY SUITE 100  
GREENWOOD VILLAGE, CO 80111  
DATE PREPARED 2/13/2012  
JOB NO. KSS00004.02  
PREPARED BY: MATTHEW DUHAIME P.E., P.L.S.



KSS0109 ROW easement.doc

# ILLUSTRATION FOR EXHIBIT A



PREPARED FOR:  
King Soopers Petroleum

TRANSPORTATION  
AND UTILITY  
EASEMENT

5050 SOUTH FEDERAL BLVD  
ENGLEWOOD, CO

PREPARED BY:

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

Project No: KSF000004	Designed By: MFD	Date: 2/13/2012	KING SOOPERS STORE #109 ENGLEWOOD, COLORADO
Sheet Scale: 1" = 80'	Drawn By: JAR	Disk File: KSF04_Ext_D1-Row Bellevue	

GRANT OF WATER LINE EASEMENT

THIS GRANT of a Water Line Easement ("this Grant") is made this 13<sup>th</sup> day of February, 20 12 by Centennial S.C.L.L.C., a Colorado Limited Liability Company, ("Grantor"), whose address is 3333 East Bayaud Ave. #318 Denver, Colorado 80209, to the CITY OF ENGLEWOOD, COLORADO ("Grantee" or "City"), whose address is 1000 Englewood Parkway, Englewood, Colorado 80110.

3

The Parties covenant and agree as follows:

1. Waterline Easement. The "Easement" shall mean a permanent easement located in the City of Englewood, County of Arapahoe, State of Colorado, more particularly described in Exhibit A, attached hereto and incorporated herein, consisting of 7 page(s), hereinafter the "Easement".
2. Consideration. After a one (1) year probationary period, beginning when the certificate of occupancy is issued or the date corrections are made to the lines to meet City standards if later, the Grantee will accept ownership of and maintain, repair or replace that portion of the water line which is public including the fire hydrants.
3. Grant of Water Line Easement. Grantor hereby grants to City, its successors and assigns, a perpetual non-exclusive easement, for the water line (the water line) over, under, across and through the Easement for the purpose of constructing, operating, maintaining, repairing, replacing, removing and enlarging those structures or improvements of the Grantee that Grantee finds necessary or desirable for the Water Line, including appurtenances.
4. Access. Grantee shall have the perpetual non-exclusive right to ingress and egress in, to, over, through and across the Easement for any purpose necessary or desirable for the full enjoyment of the rights granted to Grantee under this Grant.
5. Restoration. Grantee agrees that after the construction, maintenance, repair, replacement, or enlargement of any of the Water Lines, and appurtenances, Grantee shall restore the surface of the Easement as nearly as reasonably possible to the grade and condition existing immediately prior to said construction, maintenance, repair, replacement or enlargement, except as may be necessary to accommodate the water lines and appurtenances.
6. No Improvements. Grantor covenants and agrees not to construct, erect, place or plan any "Improvements," as hereinafter defined, on the Easement without obtaining the prior written consent of Grantee. "Improvements" shall mean any structure, building or landscaping other than grass or asphalt surface parking or water quality structures. Grantee shall have the right to remove, without any liability to Grantor, any improvements constructed, erected, placed or planted on the Easement without Grantor having obtained the prior written consent of Grantee.
7. Subjacent and Lateral Support. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement to the extent necessary for the enjoyment of the full rights granted to Grantee under this Grant.

8. Rights of Grantor. Grantor reserves the right to the undisturbed ownership, use and occupancy of the Easement insofar as said ownership, use, and occupancy is consistent with and does not impair the rights granted to Grantee in this Grant.
9. Abandonment. In the event that Grantee shall abandon the rights granted to it under this Grant, all rights, title and interest hereunder of Grantee shall cease and terminate, and Grantor shall hold Easement, free from the rights of Grantee so abandoned and shall own all materials and structures of Grantee so abandoned, provided that Grantee shall have a reasonable period of time after said abandonment in which to remove any or all Water Lines and appurtenances from the Easement.
10. Warranty of Title. Grantor warrants and represents that Grantor that it is the Owner of the fee simple title to the real property underlying the Easement; that Grantor has full right, title and authority to make this grant; that this Grant is effective to grant and convey to Grantee this Water Line Easement and that this grant of an easement is subject to existing easements, conditions or limitations. Grantor further covenants and agrees to indemnify, defend and hold Grantee harmless from and against any adverse claim to the title of the Easement.
11. Binding Effect. This Grant shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.



GRANTEE:

CITY OF ENGLEWOOD, COLORADO

ATTEST:

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

\_\_\_\_\_  
Loucrishia Ellis, City Clerk

EXHIBIT A

A WATER LINE EASEMENT LOCATED IN A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST, 6<sup>TH</sup> P.M. STATE OF COLORADO, ARAPAHOE COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 8 THENCE N 00° 01' 07" W ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8 A DISTANCE OF 384.48 FEET;  
THENCE N 89°40'31"E A DISTANCE OF 346.92 FEET TO THE SOUTHEAST CORNER OF THE TERMINUS OF AN EXISTING WATER LINE EASEMENT AS DESCRIBED AT BOOK 4909 AT PAGE 567 AND THE POINT OF BEGINNING:

THENCE THE FOLLOWING 13 COURSES ALONG THE OUTSIDE BOUNDARY OF THIS EASEMENT:

- 1) N 00° 01' 07" W ON THE EAST SIDE OF AN EXISTING EASEMENT RECORDED AT BOOK 4909 AT PAGE 567 A DISTANCE OF 20.00 FEET;
- 2) S 89° 57' 26" E A DISTANCE OF 55.68 FEET;
- 3) S 45° 00' 27" E A DISTANCE OF 12.01 FEET;
- 4) N 89° 59' 33" E A DISTANCE OF 214.52 FEET;
- 5) S 45° 00' 27" E A DISTANCE OF 33.74 FEET;
- 6) S 00° 00' 27" E A DISTANCE OF 420.70 FEET
- 7) S 44° 59' 33" W A DISTANCE OF 33.74 FEET;
- 8) S 89° 59' 33" W A DISTANCE OF 273.62 FEET;
- 9) N 45° 00' 27" W A DISTANCE OF 70.04 FEET;
- 10) N 00° 00' 27" W A DISTANCE OF 368.73 FEET;
- 11) N 44° 59' 33" E A DISTANCE OF 34.58 FEET;
- 12) N 00° 00' 27" W A DISTANCE OF 14.12 FEET;
- 13) N 89° 37' 11" E ALONG THE SOUTH BOUNDARY OF SAID WATERLINE EASEMENT RECORDED AT BOOK 4909 AT PAGE 567 A DISTANCE OF 20.00 FEET AND THE POINT OF BEGINNING;

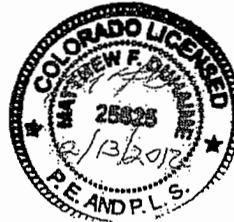
THENCE THE FOLLOWING 23 COURSES ALONG THE INSIDE BOUNDARY OF THIS EASEMENT:

- 14) S 89° 57' 26" E A DISTANCE OF 47.39 FEET;
- 15) S 45° 00' 27" E A DISTANCE OF 12.02 FEET;
- 16) N 89° 59' 33" E A DISTANCE OF 159.06 FEET;
- 17) S 00° 00' 00" E A DISTANCE OF 17.02 FEET;
- 18) N 90° 00' 00" E A DISTANCE OF 20.00 FEET;

- 19) N 00° 00' 00" E A DISTANCE OF 17.02 FEET;
- 20) N 89° 59' 33" E A DISTANCE OF 35.46 FEET;
- 21) S 45° 00' 27" E A DISTANCE OF 17.17 FEET;
- 22) S 00° 00' 27" E A DISTANCE OF 404.13 FEET;
- 23) S 44° 59' 33" W A DISTANCE OF 17.17 FEET;
- 24) S 89° 59' 33" W A DISTANCE OF 257.05 FEET;
- 25) N 45° 00' 27" W A DISTANCE OF 53.47 FEET;
- 26) N 00° 00' 27" W A DISTANCE OF 48.25 FEET;
- 27) N 89° 59' 33" E A DISTANCE OF 7.89 FEET;
- 28) N 00° 00' 27" W A DISTANCE OF 20.00 FEET;
- 29) S 89° 59' 33" W A DISTANCE OF 7.89 FEET;
- 30) N 00° 00' 27" W A DISTANCE OF 262.50 FEET;
- 31) N 89° 59' 33" E A DISTANCE OF 13.17 FEET;
- 32) N 00° 00' 27" W A DISTANCE OF 20.00 FEET;
- 33) S 89° 59' 33" W A DISTANCE OF 13.17 FEET;
- 34) N 00° 00' 27" W A DISTANCE OF 1.41 FEET;
- 35) N 44° 59' 33" E A DISTANCE OF 34.58 FEET;
- 36) N 00° 00' 27" W A DISTANCE OF 22.54 FEET TO THE POINT OF BEGINNING.

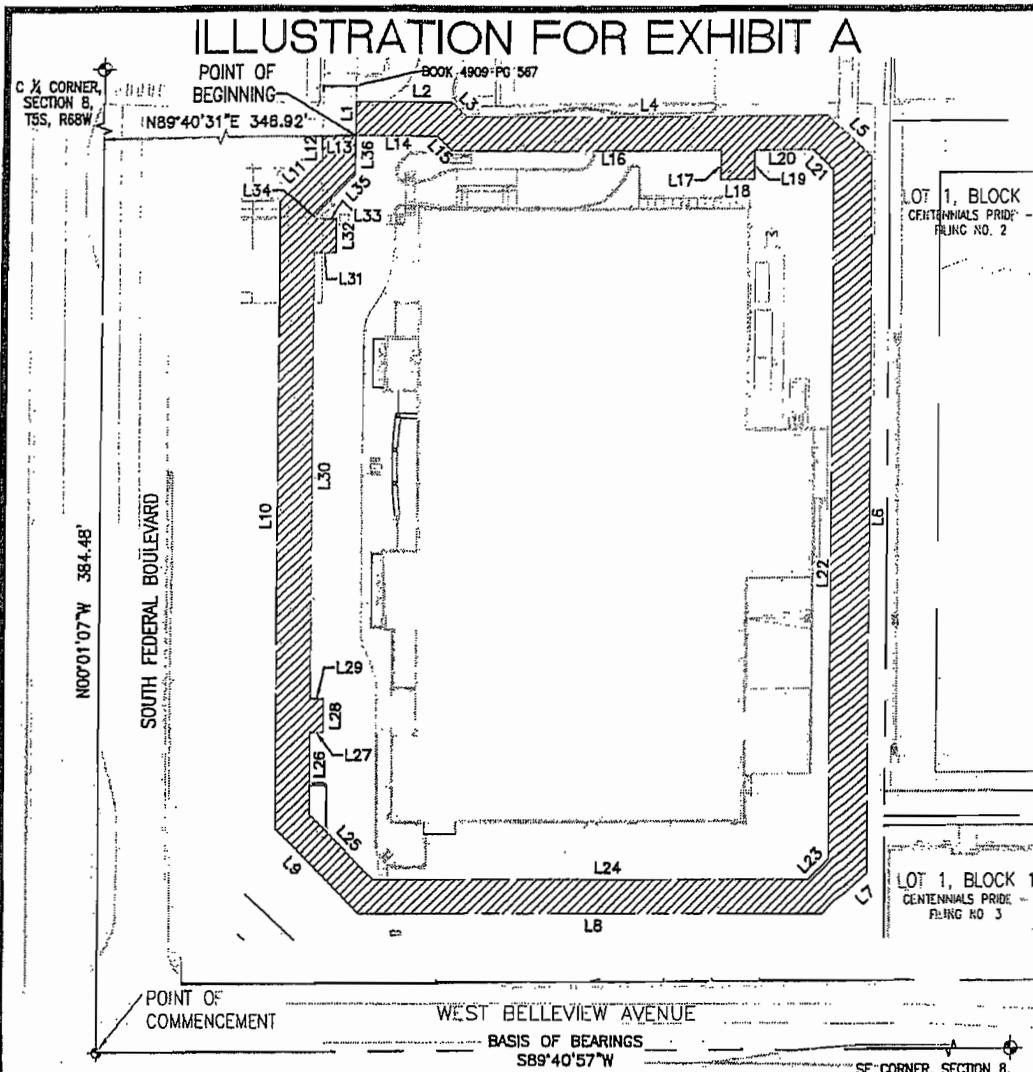
THE BASIS OF BEARINGS ARE BASED UPON THE SOUTH LINE OF THE  
SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE  
6<sup>TH</sup> PRINCIPLE MERIDIAN, STATE OF COLORADO, ARAPAHOE COUNTY.  
BEARING S89°40'57"W  
SAID EASEMENT CONTAINS 30,798 SQ. FT. MORE OR LESS.

PREPARED ON AND FOR THE BEHALF OF  
GALLOWAY INC.  
5300 DTC PARKWAY SUITE 100  
GREENWOOD VILLAGE, CO 80111  
DATE PREPARED 2/13/2012  
JOB NO. KSS00004.02  
PREPARED BY: MATTHEW DUHAIME P.E., P.L.S.



KSS0109 WATER easement.doc

# ILLUSTRATION FOR EXHIBIT A



S 1/2 CORNER, SECTION 8,  
T5S, R68W (FOUND 2 1/2"  
ALUMINUM CAP  
L.S. NO. 5112  
IN MONUMENT BOX)

SE CORNER, SECTION 8,  
T5S, R68W FOUND 2 1/2"  
ALUMINUM CAP  
ILLEGIBLE  
IN MONUMENT BOX)

30,798' SQ. FT. ±

PARCEL LINE TABLE								
NUMBER	BEARING	LENGTH	NUMBER	BEARING	LENGTH	NUMBER	BEARING	LENGTH
L1	N0°01'07"W	20.00'	L13	N89°37'11"E	20.00'	L25	N45°00'27"W	53.47'
L2	S89°57'28"E	55.68'	L14	S89°57'28"E	47.30'	L26	N0°00'27"W	48.25'
L3	S45°00'27"E	12.01'	L15	S45°00'27"E	12.02'	L27	N89°59'33"E	7.89'
L4	N89°59'33"E	214.52'	L16	N89°59'33"E	158.06'	L28	N0°00'27"W	20.00'
L5	S45°00'27"E	33.74'	L17	S0°00'00"E	17.02'	L29	S89°59'33"W	7.89'
L6	S0°00'27"E	420.70'	L18	N89°00'00"E	20.00'	L30	N0°00'27"W	282.50'
L7	S44°59'33"W	33.74'	L19	N0°00'00"E	17.02'	L31	N89°59'33"E	13.17'
L8	S89°59'33"W	273.62'	L20	N89°59'33"E	35.46'	L32	N0°00'27"W	20.00'
L9	N45°00'27"W	70.04'	L21	S45°00'27"E	17.17'	L33	S89°59'33"W	13.17'
L10	N0°00'27"W	388.73'	L22	S0°00'27"E	404.13'	L34	N0°00'27"W	1.41'
L11	N44°59'33"E	34.58'	L23	S44°59'33"W	17.17'	L35	N44°59'33"E	34.58'
L12	N0°00'27"W	14.12'	L24	S89°59'33"W	257.05'	L36	N0°00'27"W	22.54'



NOTE:  
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED  
SURVEY IT IS INTENDED ONLY TO DEPICT THE ATTACHED  
DESCRIPTION.

PREPARED FOR:  
King Soopers Petroleum

## WATERLINE EASEMENT

5050 SOUTH FEDERAL BLVD  
ENGLEWOOD, CO

PREPARED BY:

Planning, Architecture, Engineering  
5300 DTC Parkway, Suite 100  
Greenwood Village, CO 80111  
303.770.8864  
303.770.2055  
www.gallowayus.com

Project No: KSF000004	Designed By: MFD	Date: 2/13/2012	KING SOOPERS STORE #109 ENGLEWOOD, COLORADO
Sheet Scale: 1" = 80'	Drawn By: JAR	Disk File: KSF04_Exh_01-Waterline	

GRANT OF STORM WATER DRAINAGE EASEMENT

THIS GRANT of Storm Water Drainage Easement (this "Grant") is made this \_\_\_ day of \_\_\_\_\_, 2012, by DILLION COMPANIES, INC., a Kansas corporation, ("Grantor"), whose address is 65 Tejon Street, Denver, Colorado 80223, ("Grantor") as the Lessee of 5050 S. Federal Boulevard, Englewood, Colorado 80110, in favor of the CITY OF ENGLEWOOD ("Grantee") whose address is 1000 Englewood Parkway, Englewood, Colorado 80110. Grantor is the Lessee under that certain ground lease and ground lease agreement dated \_\_\_\_\_, 2012, where Centennial S.C.L.L.C., a Colorado limited liability company, is the Lessor (the "Lease").

The parties covenant and agree as follows:

1. Storm Water Drainage Easement Property. The "Storm Water Drainage Easement" shall mean a permanent easement situated in the City of Englewood, county of Arapahoe State of Colorado, more particularly described in Exhibit A, attached hereto and incorporated herein consisting of \_\_\_ page(s), hereinafter the "Easement".
2. Consideration. After a one (1) year probationary period, beginning when the certificate of occupancy is issued or the date corrections are made to the lines to meet City standards if later, the Grantee will accept ownership of and maintain, repair or replace the that portion of the storm water system which is public.
3. Grant of Storm Water Drainage Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive Easement which shall run for the life of the Lease and any extensions over, under, across and through the Easement for the purpose of constructing, operating, maintaining, repairing, replacing and removing and enlarging those structures or improvements of the Grantee that the Grantee finds necessary or desirable for storm water drainage, including appurtenances.
4. Access. Grantee shall have the non-exclusive right of ingress and egress in, to, over, through and across the Easement for any purpose necessary or desirable for the full enjoyment of the rights granted to Grantee under this Grant.
5. Restoration. Grantee agrees that after the construction, maintenance, repair, replacement or enlargement, if any, for the storm water drainage facilities and appurtenances, Grantee shall restore the surface of the Easement as closely as reasonably possible to the grade and condition existing immediately prior to said construction, maintenance, repair, replacement or enlargement, except as may be necessary to accommodate the storm water drainage facilities and appurtenances..
6. No Improvements. Grantor covenants and agrees not to construct, erect, place or plan any "Improvements," as hereinafter defined, on the Easement without obtaining the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed. "Improvements" shall mean any structure, building or landscaping other than grass or asphalt surface parking. Grantee shall have the right to remove, without any liability to Grantor, any improvements constructed, erected, placed or planted on the Easement without Grantor having obtained the prior written consent of Grantee.

7. Subjacent and Lateral Support. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement to the extent necessary for the enjoyment of the full rights granted to Grantee under this Grant.
8. Rights of Grantor. Grantor reserves the full right to the undisturbed ownership, use, and occupancy of the Easement insofar as said ownership, use, and occupancy is consistent with and does not impair the rights granted to Grantee under this Grant.
9. Abandonment. In the event that Grantee shall abandon the rights granted to it under this Grant, all rights, title and interest hereunder of Grantee shall cease and terminate, and Grantor shall hold Easement property, free from the rights of Grantee so abandoned, and shall own all materials and structures of Grantee so abandoned, provided that Grantee shall have a reasonable period of time after said abandonment in which to remove any or all storm water drainage facilities and appurtenances from the Easement.
10. Warranty of Title. Grantor warrants and represents that Grantor is the Lessee of the Easement property; that Grantor has full right, title and authority to make this Grant; that this Grant is effective to grant and convey to Grantee this storm water drainage Easement and that this Grant of an easement is subject to existing easements conditions or limitations. Grantor further covenants and agrees to indemnify, defend and hold Grantee harmless from and against any adverse claim to the title of the Easement property.
11. Binding Effect. This Grant shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land



**EXHIBIT A**

A STORM WATER DRAINAGE EASEMENT LOCATED IN A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST, 6<sup>TH</sup> P.M. STATE OF COLORADO, ARAPAHOE COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 8 THENCE N 00° 01' 07" W ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8 A DISTANCE OF 327.96 FEET;  
THENCE N 89° 58' 53" E A DISTANCE OF 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH FEDERAL BOULEVARD AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING 20 COURSES:

- 1) N00° 01' 08"W ALONG THE EAST RIGHT OF WAY LINE OF SOUTH FEDERAL BOULEVARD A DISTANCE OF 20.24 FEET;
- 2) S81° 16' 44"E A DISTANCE OF 11.47 FEET;
- 3) S43° 50' 28"E A DISTANCE OF 58.53 FEET;
- 4) S47° 28' 18"E A DISTANCE OF 47.64 FEET;
- 5) S50° 26' 33"E A DISTANCE OF 108.72 FEET;
- 6) S47° 14' 56"E A DISTANCE OF 104.35 FEET;
- 7) S46° 48' 27"E A DISTANCE OF 89.41 FEET;
- 8) S46° 16' 28"E TO THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE A DISTANCE OF 41.38 FEET;
- 9) S89° 40' 57"W ALONG THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE A DISTANCE OF 28.77 FEET;
- 10) N46° 16' 28"W A DISTANCE OF 10.59 FEET;
- 11) S43° 19' 14"W TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE A DISTANCE OF 10.17 FEET;
- 12) S89° 40' 57"W ALONG THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE A DISTANCE OF 15.63 FEET;
- 13) N0° 19' 03"W A DISTANCE OF 12.59 FEET;
- 14) N43° 19' 14"E A DISTANCE OF 11.90 FEET;
- 15) N46° 48' 27"W A DISTANCE OF 79.26 FEET;
- 16) N47° 14' 56"W A DISTANCE OF 103.72 FEET;
- 17) N50° 26' 33"W A DISTANCE OF 108.68 FEET;
- 18) N47° 28' 18"W A DISTANCE OF 48.80 FEET;
- 19) N43° 50' 28"W A DISTANCE OF 52.38 FEET;

20) N81° 16' 44"W A DISTANCE OF 1.62 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS ARE BASED UPON THE SOUTH LINE OF THE  
SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE  
6<sup>TH</sup> PRINCIPLE MERIDIAN, STATE OF COLORADO, ARAPAHOE COUNTY.  
BEARING S89°40'57"W

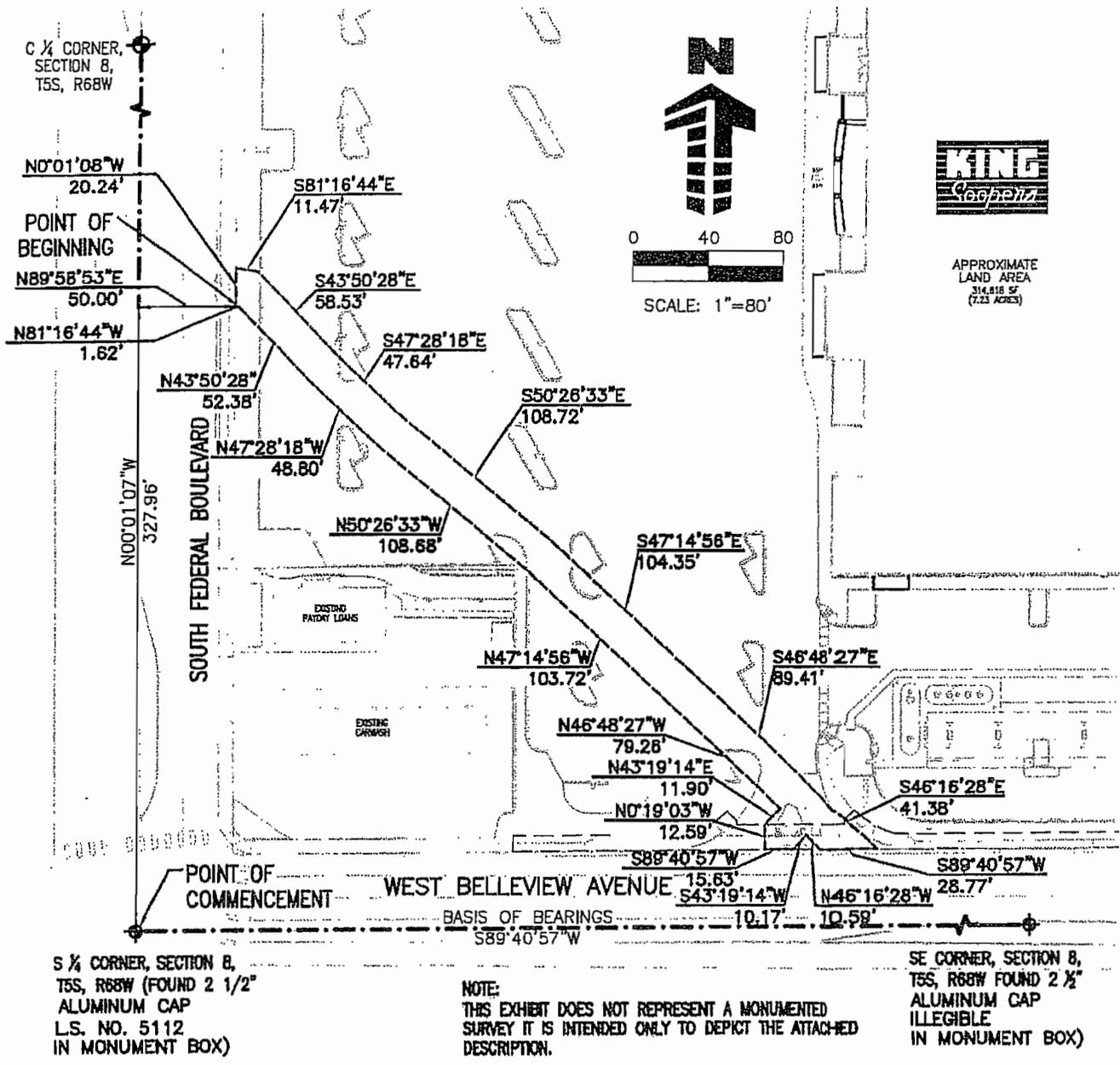
SAID EASEMENT CONTAINS 9,185 SQ. FT. MORE OR LESS.

PREPARED ON AND FOR THE BEHALF OF  
GALLOWAY INC.  
5300 DTC PARKWAY SUITE 100  
GREENWOOD VILLAGE, CO 80111  
DATE PREPARED 2/13/2012  
JOB NO. KSS00004.02  
PREPARED BY: MATTHEW DUHAIME P.E., P.L.S.



KSS0109 Storm easement.doc

# ILLUSTRATION FOR EXHIBIT A



8,185 SQ. FT. ±

PREPARED FOR:  
**King Soopers Petroleum**

**STORM WATER  
 DRAINAGE  
 EASEMENT**  
 5050 SOUTH FEDERAL BLVD  
 ENGLEWOOD, CO

PREPARED BY:  
  
 Planning, Architecture, Engineering,  
 6300 DTC Parkway, Suite 100  
 Greenwood Village, CO 80111  
 303.770.8884 O  
 303.770.3636 F  
 www.gallowayUS.com

Project No: KSF000004	Designed By: MFD	Date: 2/13/2012	KING SOOPERS STORE #109 ENGLEWOOD, COLORADO
Sheet Scale: 1" = 80'	Drawn By: JAR	Disk File: KSF04_Exh_D1-Storm	

GRANT OF TRANSPORTATION AND UTILITY EASEMENT

THIS GRANT of a Transportation and Utility Easement (this "Grant") is made this \_\_\_ day of \_\_\_\_\_, 2012, by DILLION COMPANIES, INC., a Kansas corporation, ("Grantor"), whose address is 65 Tejon Street, Denver, Colorado 80223, ("Grantor") as the Lessee of 5050 S. Federal Boulevard, Englewood, Colorado 80110, in favor of the CITY OF ENGLEWOOD ("Grantee") whose address is 1000 Englewood Parkway, Englewood, Colorado 80110. Grantor is the Lessee under that certain Ground Lease and Ground Lease Agreement dated \_\_\_\_\_, 2012, where Centennial S.C.L.L.C., a Colorado limited liability company, is the Lessor (the "Lease").

The parties covenant and agree as follows:

1. Transportation and Utility Easement Property. A permanent right of entry, permanent access and Transportation and Utility Easement on the property located in the City of Englewood, County of Arapahoe, State of Colorado, more particularly described in Exhibit A, attached hereto and incorporated herein, consisting of \_\_\_ page(s), hereinafter the "Easement".
2. Consideration. As consideration, for this Grant, Grantor will be allowed a new access location from Belleview Avenue and will repair curb, gutter and sidewalk within the Easement.
3. Grant of Transportation and Utility Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive transportation and utility easement which shall run for the life of the Lease and any extensions over, under, across and through the Easement for the purpose of constructing, operating, maintaining, repairing, replacing and removing and enlarging those structures or improvements of the Grantee that the Grantee finds necessary or desirable for Transportation, including appurtenances.
4. Access. Grantee shall have the non-exclusive right of ingress and egress in, to, over, through and across the Easement for any purpose necessary or desirable for the full enjoyment of the rights granted to Grantee under this Grant.
5. Restoration. Grantee agrees that after the construction, maintenance, repair, replacement or enlargement, if any, for the transportation and utility facilities and appurtenances, Grantee shall restore the surface of the Easement as closely as reasonably possible to the grade and conditions existing immediately prior to said construction, maintenance, repair, replacement or enlargement, except as may be necessary to accommodate the transportation and utility facilities and appurtenances.
6. No Improvements. Grantor covenants and agrees not to construct, erect, place or plan any "Improvements," as hereinafter defined, on the Easement without obtaining the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed. "Improvements" shall mean any structure, building or landscaping other than grass or asphalt surface parking. Grantee shall have the right to remove, without any liability to Grantor, any improvements constructed, erected, placed or planted on the Easement without Grantor having obtained the prior written consent of Grantee.

7. Subjacent and Lateral Support. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement to the extent necessary for the enjoyment of the full rights granted to Grantee under this Grant.
8. Rights of Grantor. Grantor reserves the full right to the undisturbed ownership, use and occupancy of the Easement insofar as said ownership, use and occupancy is consistent with and does not impair the rights granted to Grantee in this Grant.
9. Abandonment. In the event that Grantee shall abandon the rights granted to it under this Grant, all rights, title and interest hereunder of Grantee shall cease and terminate, and Grantor shall hold the Easement, free from the rights of Grantee so abandoned, and shall own all materials and structures of Grantee so abandoned, provided that Grantee shall have a reasonable period of time after said abandonment in which to remove any or all of its facilities and appurtenances from the Easement.
10. Warranty of Title. Grantor warrants and represents that Grantor is the Lessee of the Easement property and that Grantor has full right, title and authority to make this Grant; that this Grant is effective to grant and convey to Grantee this Transportation and Utility Easement, and that this Grant of an easement is subject to existing deeds of trust.
11. Binding Effect. This Grant shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.



**EXHIBIT A**

A TRANSPORTATION AND UTILITY EASEMENT LOCATED IN A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST, 6<sup>TH</sup> P.M. STATE OF COLORADO, ARAPAHOE COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 8 THENCE N 89° 40' 57" E ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8 A DISTANCE OF 200.08 FEET THENCE N 00°19'03"W A DISTANCE OF 40.00 FEET TO NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE AND THE POINT OF BEGINNING:

THENCE THE FOLLOWING 15 COURSES:

- 1) N00° 03' 57"E A DISTANCE OF 8.00 FEET;
- 2) N89° 40' 57"E A DISTANCE OF 93.00 FEET;
- 3) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CURVE LENGTH OF 24.01 FEET, A RADIUS OF 43.00' FEET, A DELTA OF 31°59'35" HAVING A CHORD DISTANCE OF 23.70 FEET, BEARING N59° 29' 11"E, NON-TANGENT TO THE FOLLOWING COURSE.
- 4) S46° 30' 37"E A DISTANCE OF 7.00 FEET;
- 5) S0° 31' 04"E A DISTANCE OF 2.13 FEET;
- 6) N89° 28' 56"E A DISTANCE OF 57.67 FEET;
- 7) N0° 31' 04"W A DISTANCE OF 2.22 FEET;
- 8) N46° 08' 39"E A DISTANCE OF 7.00 FEET;
- 9) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CURVE LENGTH OF 24.72 FEET, A RADIUS OF 43.00 FEET, A DELTA OF 32°56'10" HAVING A CHORD DISTANCE OF 24.38 FEET, BEARING S60° 19' 26"E, NON-TANGENT TO THE FOLLOWING COURSE:
- 10) N89° 40' 57"E A DISTANCE OF 227.65 FEET;
- 11) N67° 26' 54"E A DISTANCE OF 9.33 FEET;
- 12) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CURVE LENGTH OF 3.98 FEET, A RADIUS OF 22.50' FEET, A DELTA OF 10°07'35" HAVING A CHORD DISTANCE OF 3.97 FEET, BEARING S27° 36' 54"E, NON-TANGENT TO THE FOLLOWING COURSE;
- 13) N89° 40' 57"E A DISTANCE OF 19.06 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK 1 CENTENNIAL PLAZA, FILING NO.3;
- 14) S0° 00' 27"E A DISTANCE OF 8.00 FEET ON THE WEST LINE OF SAID LOT 1, BLOCK 1 CENTENNIAL PLAZA FILING NO.3 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE;

15) S89° 40' 57"W A DISTANCE OF 459.58 FEET ALONG THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE TO THE POINT OF BEGINNING;

THE BASIS OF BEARINGS ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, STATE OF COLORADO, ARAPAHOE COUNTY.  
BEARING N89°40'57"E

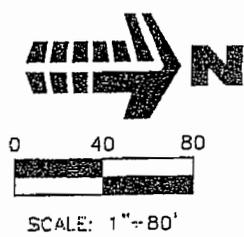
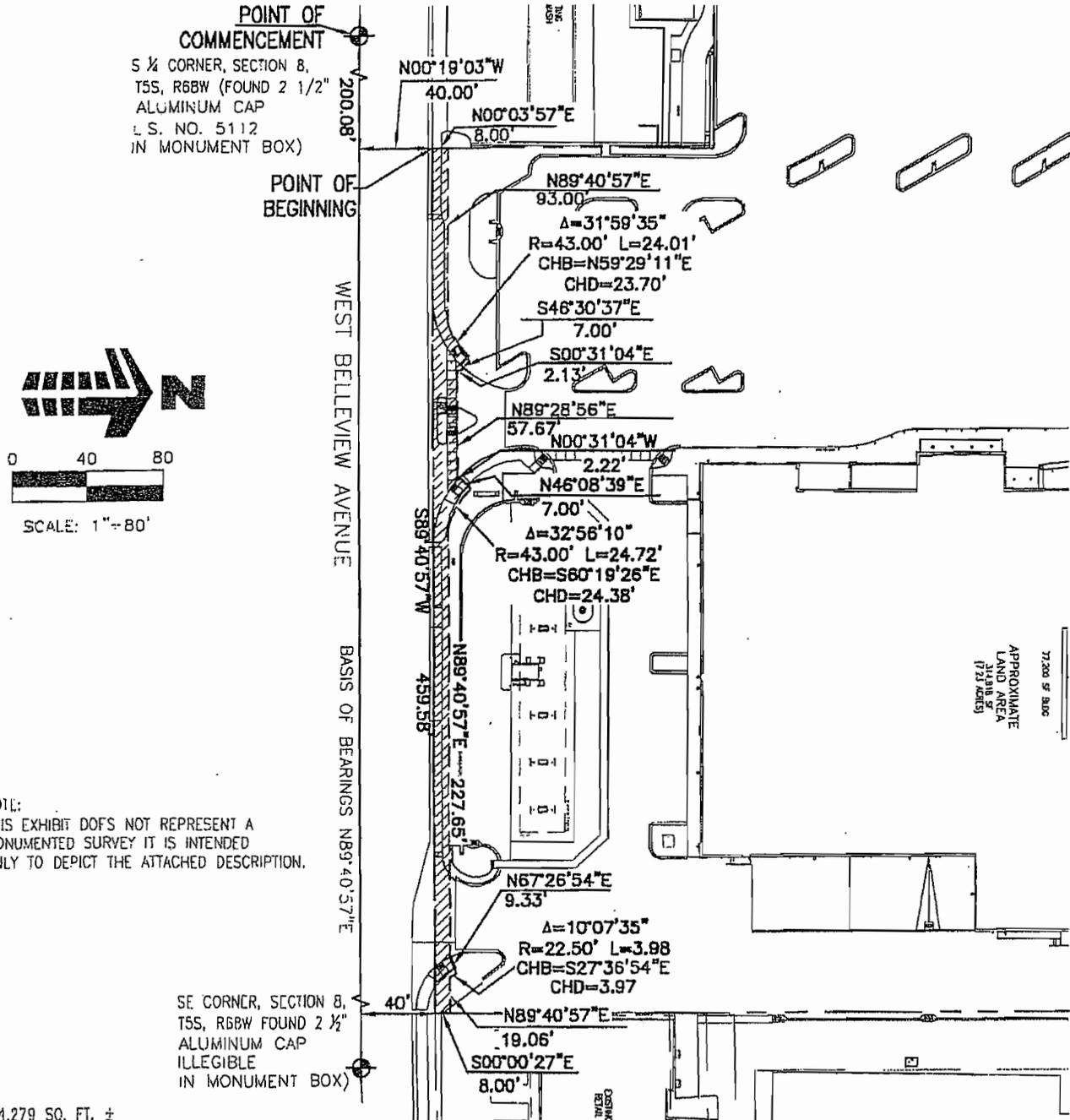
SAID EASEMENT CONTAINS 4,279 SQ. FT. MORE OR LESS.

PREPARED ON AND FOR THE BEHALF OF  
GALLOWAY INC.  
5300 DTC PARKWAY SUITE 100  
GREENWOOD VILLAGE, CO 80111  
DATE PREPARED 2/13/2012  
JOB NO. KSS00004.02  
PREPARED BY: MATTHEW DUHAIME P.E., P.L.S.



KSS0109 ROW easement.doc

# ILLUSTRATION FOR EXHIBIT A



NOTE:  
THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY IT IS INTENDED  
ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PREPARED FOR:  
King Soopers Petroleum

TRANSPORTATION  
AND UTILITY  
EASEMENT

5050 SOUTH FEDERAL BLVD  
ENGLEWOOD, CO

PREPARED BY:

Planning, Architecture, Engineering  
5300 DTC Parkway, Suite 100  
Greenwood Village, CO 80111  
303.770.8884 O  
303.770.8838 F  
www.gallowayUS.com

Project No: KSF000004	Designed By: MFD	Date: 2/13/2012	KING SOOPERS STORE #109
Sheet Scale: 1" = 80'	Drawn By: JAR	Disk File: KSF04_Exp_01-Row Belleview	ENGLEWOOD, COLORADO

GRANT OF WATER LINE EASEMENT FROM LESSEE

THIS GRANT of a Water Line Easement ("this Grant") is made this \_\_\_\_ day of \_\_\_\_\_, 2012 by DILLON COMPANIES, INC., a Kansas corporation, ("Grantor"), whose address is 65 Tejon Street, Denver, Colorado 80223, as the Lessee of 5050 S. Federal Boulevard, Englewood, CO 80110, to the CITY OF ENGLEWOOD, COLORADO ("Grantee" or "City"), whose address is 1000 Englewood Parkway, Englewood, Colorado 80110. Grantor is the Lessee under that certain Ground Lease and Ground Lease Agreement dated \_\_\_\_\_, 2012, where Centennial S.C.L.L.C., a Colorado limited liability company, is the Lessor (the "Lease").

The Parties covenant and agree as follows:

1. Water Line Easement Property. The "Water Line Easement Property" shall mean the real property located in the City of Englewood, County of Arapahoe, State of Colorado, more particularly described in Exhibit A, attached hereto and incorporated herein, consisting of \_\_\_\_ page(s), hereinafter the "Easement".
2. Consideration. After a one (1) year probationary period, beginning when the certificate of occupancy is issued or the date corrections are made to the lines to meet City standards if later, the Grantee will accept ownership of and maintain, repair or replace that portion of the water line which is public including the fire hydrants.
3. Grant of Water Line Easement. Grantor hereby grants to City, its successors and assigns, a non-exclusive easement which shall run for the life of the Lease and any extensions over, under, across and through the Easement for the purpose of constructing, operating, maintaining, repairing, replacing, removing and enlarging those structures or improvements of the Grantee that Grantee finds necessary or desirable for a water line including appurtenances.
4. Access. Grantee shall have the non-exclusive right of ingress and egress in, to, over, through and across the Easement for any purpose necessary or desirable for the full enjoyment of the rights granted to Grantee under this Grant.
5. Restoration. Grantee agrees that after the construction, maintenance, repair, replacement, or enlargement of any of the water lines, and appurtenances, Grantee shall restore the surface of the Easement as nearly as reasonably possible to the grade and condition existing in immediately prior to said construction, maintenance, repair, replacement, or enlargement, except as may be necessary to accommodate the water lines and appurtenances.
6. No improvements. Grantor covenants and agrees not to construct, erect, place or plan any "improvements," as hereinafter defined, on the Easement without obtaining the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed. "Improvements" shall mean any structure, building or landscaping other than grass or asphalt surface parking. Grantee shall have the right to remove, without any liability to Grantor, any improvements constructed, erected, placed or planted on the Easement without Grantor having obtained the prior written consent of Grantee.

7. Subjacent and Lateral Support. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement to the extent necessary for the enjoyment of the full rights granted to Grantee under this Grant.
8. Rights of Grantor. Grantor reserves the full right to the undisturbed ownership, use and occupancy of the Easement insofar as said ownership, use, and occupancy is consistent with and does not impair the rights granted to Grantee in this Grant.
9. Abandonment. In the event that Grantee shall abandon the rights granted to it under this Grant, all rights, title and interest hereunder of Grantee shall cease and terminate, and Grantor shall hold Easement property, free from the rights of Grantee so abandoned and shall own all materials and structures of Grantee so abandoned, provided that Grantee shall have a reasonable period of time after said abandonment in which to remove any or all water lines and appurtenances from the easement.
10. Warranty of Title. Grantor warrants and represents that Grantor that it is the Lessee of the Easement property; that Grantor has full right, title and authority to make this grant; that this Grant is effective to grant and convey to Grantee this water line easement and that this grant of an easement is subject to existing easements or limitations. Grantor further covenants and agrees to indemnify, defend and hold Grantee harmless from and against any adverse claim to the title of the Easement property.
11. Binding Effect. This Grant shall extend to and be binding upon the heirs, personal representatives, successors and assignees of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.



**EXHIBIT A**

A WATER LINE EASEMENT LOCATED IN A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST, 6<sup>TH</sup> P.M. STATE OF COLORADO, ARAPAHOE COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 8 THENCE N 00° 01' 07" W ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8 A DISTANCE OF 384.48 FEET;

THENCE N 89°40'31"E A DISTANCE OF 346.92 FEET TO THE SOUTHEAST CORNER OF THE TERMINUS OF AN EXISTING WATER LINE EASEMENT AS DESCRIBED AT BOOK 4909 AT PAGE 567 AND THE POINT OF BEGINNING:

THENCE THE FOLLOWING 13 COURSES ALONG THE OUTSIDE BOUNDARY OF THIS EASEMENT:

- 1) N 00° 01' 07" W ON THE EAST SIDE OF AN EXISTING EASEMENT RECORDED AT BOOK 4909 AT PAGE 567 A DISTANCE OF 20.00 FEET;
- 2) S 89° 57' 26" E A DISTANCE OF 55.68 FEET;
- 3) S 45° 00' 27" E A DISTANCE OF 12.01 FEET;
- 4) N 89° 59' 33" E A DISTANCE OF 214.52 FEET;
- 5) S 45° 00' 27" E A DISTANCE OF 33.74 FEET;
- 6) S 00° 00' 27" E A DISTANCE OF 420.70 FEET
- 7) S 44° 59' 33" W A DISTANCE OF 33.74 FEET;
- 8) S 89° 59' 33" W A DISTANCE OF 273.62 FEET;
- 9) N 45° 00' 27" W A DISTANCE OF 70.04 FEET;
- 10) N 00° 00' 27" W A DISTANCE OF 368.73 FEET;
- 11) N 44° 59' 33" E A DISTANCE OF 34.58 FEET;
- 12) N 00° 00' 27" W A DISTANCE OF 14.12 FEET;
- 13) N 89° 37' 11" E ALONG THE SOUTH BOUNDARY OF SAID WATERLINE EASEMENT RECORDED AT BOOK 4909 AT PAGE 567 A DISTANCE OF 20.00 FEET AND THE POINT OF BEGINNING;

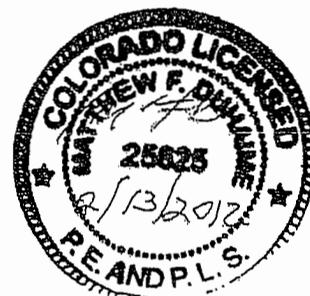
THENCE THE FOLLOWING 23 COURSES ALONG THE INSIDE BOUNDARY OF THIS EASEMENT:

- 14) S 89° 57' 26" E A DISTANCE OF 47.39 FEET;
- 15) S 45° 00' 27" E A DISTANCE OF 12.02 FEET;
- 16) N 89° 59' 33" E A DISTANCE OF 159.06 FEET;
- 17) S 00° 00' 00" E A DISTANCE OF 17.02 FEET;
- 18) N 90° 00' 00" E A DISTANCE OF 20.00 FEET;

- 19) N 00° 00' 00" E A DISTANCE OF 17.02 FEET;
- 20) N 89° 59' 33" E A DISTANCE OF 35.46 FEET;
- 21) S 45° 00' 27" E A DISTANCE OF 17.17 FEET;
- 22) S 00° 00' 27" E A DISTANCE OF 404.13 FEET;
- 23) S 44° 59' 33" W A DISTANCE OF 17.17 FEET;
- 24) S 89° 59' 33" W A DISTANCE OF 257.05 FEET;
- 25) N 45° 00' 27" W A DISTANCE OF 53.47 FEET;
- 26) N 00° 00' 27" W A DISTANCE OF 48.25 FEET;
- 27) N 89° 59' 33" E A DISTANCE OF 7.89 FEET;
- 28) N 00° 00' 27" W A DISTANCE OF 20.00 FEET;
- 29) S 89° 59' 33" W A DISTANCE OF 7.89 FEET;
- 30) N 00° 00' 27" W A DISTANCE OF 262.50 FEET;
- 31) N 89° 59' 33" E A DISTANCE OF 13.17 FEET;
- 32) N 00° 00' 27" W A DISTANCE OF 20.00 FEET;
- 33) S 89° 59' 33" W A DISTANCE OF 13.17 FEET;
- 34) N 00° 00' 27" W A DISTANCE OF 1.41 FEET;
- 35) N 44° 59' 33" E A DISTANCE OF 34.58 FEET;
- 36) N 00° 00' 27" W A DISTANCE OF 22.54 FEET TO THE POINT OF BEGINNING.

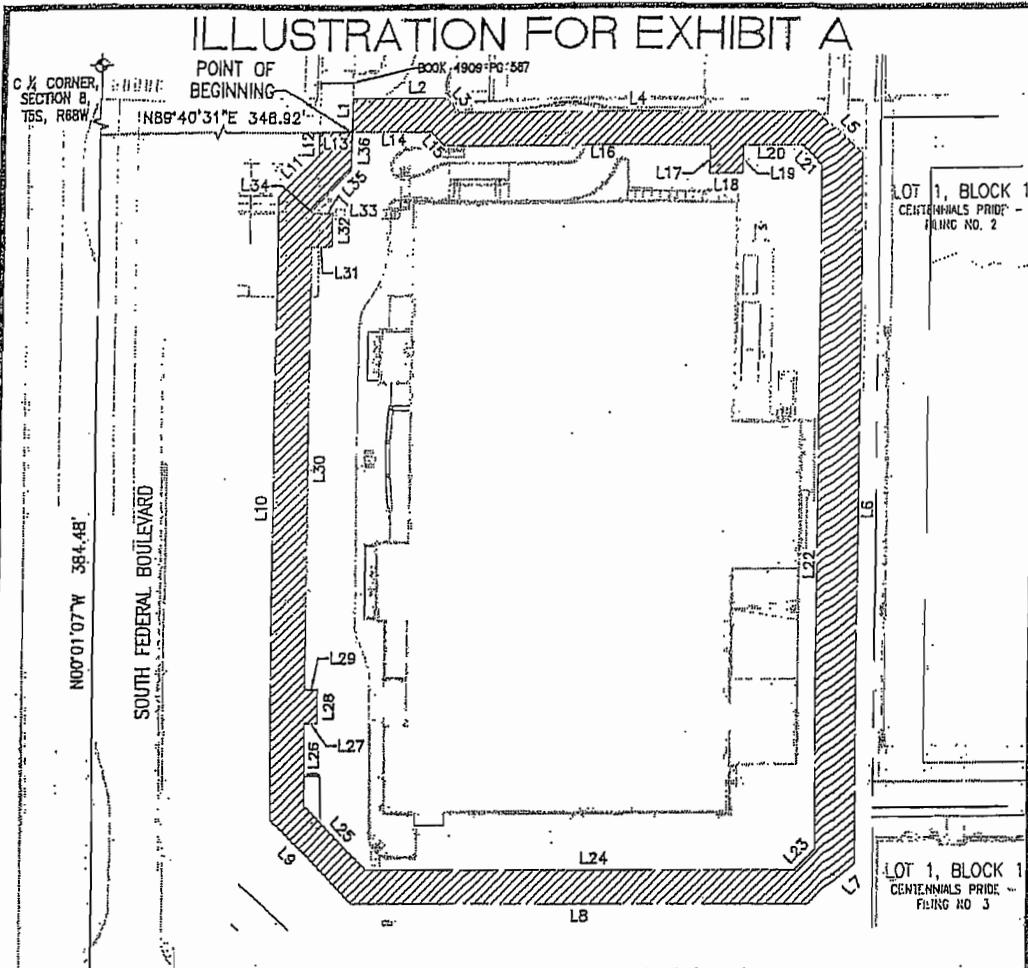
THE BASIS OF BEARINGS ARE BASED UPON THE SOUTH LINE OF THE  
SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE  
6<sup>TH</sup> PRINCIPLE MERIDIAN, STATE OF COLORADO, ARAPAHOE COUNTY.  
BEARING S89°40'57"W  
SAID EASEMENT CONTAINS 30,798 SQ. FT. MORE OR LESS.

PREPARED ON AND FOR THE BEHALF OF  
GALLOWAY INC.  
5300 DTC PARKWAY SUITE 100  
GREENWOOD VILLAGE, CO 80111  
DATE PREPARED 2/13/2012  
JOB NO. KSS00004.02  
PREPARED BY: MATTHEW DUHAIME P.E., P.L.S.



KSS0109 WATER easement.doc

# ILLUSTRATION FOR EXHIBIT A



S 1/4 CORNER, SECTION 8,  
T5S, R68W (FOUND 2 1/2"  
ALUMINUM CAP  
L.S. NO. 5112  
IN MONUMENT BOX)

SE CORNER, SECTION 8,  
T5S, R68W FOUND 2 1/2"  
ALUMINUM CAP  
ILLEGIBLE  
IN MONUMENT BOX)

WEST BELLEVUE AVENUE

BASIS OF BEARINGS  
S89°40'57"W

PARCEL LINE TABLE

30,798' SQ. FT. ±

NUMBER	BEARING	LENGTH	NUMBER	BEARING	LENGTH	NUMBER	BEARING	LENGTH
L1	N0°01'07"W	20.00'	L13	N89°37'11"E	20.00'	L25	N43°00'27"W	53.47'
L2	S89°57'20"E	55.86'	L14	S89°57'20"E	47.30'	L26	N0°00'27"W	48.23'
L3	S45°00'27"E	12.01'	L15	S45°00'27"E	12.02'	L27	N89°59'33"E	7.89'
L4	N89°59'33"E	214.52'	L16	N89°59'33"E	150.06'	L28	N0°00'27"W	20.00'
L5	S45°00'27"E	33.74'	L17	S0°00'00"E	17.02'	L29	S89°59'33"W	7.89'
L6	S0°00'27"E	420.70'	L18	N90°00'00"E	20.00'	L30	N0°00'27"W	282.50'
L7	S44°59'33"W	33.74'	L19	N0°00'00"E	17.02'	L31	N89°59'33"E	13.17'
L8	S89°59'33"W	273.62'	L20	N89°59'33"E	35.40'	L32	N0°00'27"W	20.00'
L9	N45°00'27"W	70.04'	L21	S45°00'27"E	17.17'	L33	S89°59'33"W	13.17'
L10	N0°00'27"W	388.73'	L22	S0°00'27"E	484.13'	L34	N0°00'27"W	1.41'
L11	N44°59'33"E	34.58'	L23	S44°59'33"W	17.17'	L35	N44°59'33"E	34.58'
L12	N0°00'27"W	14.12'	L24	S89°59'33"W	257.05'	L36	N0°00'27"W	22.54'



0 40 80

SCALE: 1" = 80'

NOTE:  
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED  
SURVEY IT IS INTENDED ONLY TO DEPICT THE ATTACHED  
DESCRIPTION.

PREPARED FOR:  
King Soopers Petroleum



WATERLINE  
EASEMENT

5050 SOUTH FEDERAL BLVD  
ENGLEWOOD, CO

PREPARED BY:

**Galloway**

Planning, Architectural, Engineering,  
6300 DTC Parkway, Suite 100  
Greenwood Village, CO 80111  
303.776.6884  
303.776.2038 F  
www.galloway-us.com

Project No: KSF000004

Designed By: MFD

Date: 2/13/2012

KING SOOPERS STORE #109  
ENGLEWOOD, COLORADO

Sheet Scale: 1" = 80'

Drawn By: JAR

Disk File: KSF04\_Cxh\_01--Waterline

## BY AUTHORITY

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

COUNCIL BILL NO. 2  
 INTRODUCED BY COUNCIL  
 MEMBER GILLIT

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.

Read by title and passed on final reading on the 21<sup>st</sup> day of February, 2012.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2012, on the 24th day of February, 2012.

Published by title on the City's official website beginning on the 22nd 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 the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2012.

---

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:**

## TABLE OF CONTENTS

Article I	Project Description
Article II	Grantee Concurrence
Article III	Period of Performance
Article IV	Amount Awarded
Article V	Financial Guidelines
Article VI	Prohibition on Using Federal Funds
Article VII	GPD Allocations
Article VIII	Financial Reporting
Article IX	FEMA Officials

### 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-XXXXX-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	

## BY AUTHORITY

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

COUNCIL BILL NO. 3  
 INTRODUCED BY COUNCIL  
 MEMBER WOODWARD

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.

Read by title and passed on final reading on the 21<sup>st</sup> day of February, 2012.

Published by title in the City’s official newspaper as Ordinance No. \_\_\_\_, Series of 2012, on the 24th day of February, 2012.

Published by title on the City’s official website beginning on the 22nd 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 the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2012.

---

Loucrishia A. Ellis

BY AUTHORITY

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

COUNCIL BILL NO. 4  
INTRODUCED BY COUNCIL  
MEMBER WOODWARD

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.

Read by title and passed on final reading on the 21<sup>st</sup> day of February, 2012.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2012, on the 24th day of February, 2012.

Published by title on the City's official website beginning on the 22nd 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 the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 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 form 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 for MUST be resubmitted *whenever the jurisdiction has personnel changes.*

**JURISDICTION: City of Englewood**

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

\_\_\_\_\_  
Jurisdiction Emergency Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jurisdiction Chief Financial Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CDEM Regional Field Manager Signature

\_\_\_\_\_  
Date

12-08-11

12/8/2011

## FFATA/FSRS Data Report

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

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

Information Field	Field Description	Response
Agency or Jurisdiction DUNS #	DUNS number assigned to your jurisdiction or specifically to your agency	075750133
Parent Organization DUNS number, if applicable	If the Jurisdiction has a DUNS number and the Agency has one as well, insert the Jurisdiction's DUNS here.	075750133
Name of Entity Receiving Award	Jurisdiction or Agency Name to which the DUNS number is assigned	City of Englewood
Location of Entity Receiving Award	Full Street Address of the Recipient Agency	1000 Englewood Parkway Englewood, CO 80110
Primary Location of Performance of the Award	Include City, State and Congressional District	3615 S. Elati St Englewood, CO 80110 First Congressional District
The Information Below MAY be Required – See Determining “and” statements		
Names and Total Compensation of the Five (5) most highly compensated officers	If <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:</b> City of Englewood
<b>SUBMITTED BY:</b> Steve Green
<b>TITLE:</b> Emergency Management Coordinator

**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)

1. Administration and Finance

2. Laws and Authorities

3. Hazard Identification and Risk Assessment

4. Hazard Mitigation

5. Prevention

6. Operational Planning

7. Incident Management

8. Resource Management and Logistics

9. Mutual Aid

10. Communications and Warning

11. Operations and Procedures

12. Facilities

13. Training

14. Exercises, Evaluations and Corrective Actions

15. Crisis Communication, Public Education & Information

### 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)
<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>						

**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 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>						

**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: 10-09-11

**Signature/CDEM Regional Field Manager**

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

## BY AUTHORITY

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

COUNCIL BILL NO. 5  
 INTRODUCED BY COUNCIL  
 MEMBER WOODWARD

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.

Read by title and passed on final reading on the 21<sup>st</sup> day of February, 2012.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2012, on the 24th day of February, 2012.

Published by title on the City's official website beginning on the 22nd 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 the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 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:  | For City of Englewood<br>Community Development:   |
| Bill Sirois<br>Senior Manager of Transit Oriented Development<br>Regional Transportation District<br>1560 Broadway, Suite 700<br>Denver, Colorado 80202 | John Voboril<br>Long Range Planner II<br>City of Englewood<br>1000 Englewood Parkway<br>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: \_\_\_\_\_  
Randy 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 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.

Evaluation Criteria	Points	Scoring Instructions
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.</p> <p><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.</p> <p><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.</p> <p><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.</p> <p>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).

BY AUTHORITY

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

COUNCIL BILL NO. 6  
INTRODUCED BY COUNCIL  
MEMBER GILLIT

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 PEACE 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 Peace 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.

Read by title and passed on final reading on the 21<sup>st</sup> day of February, 2012.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2012, on the 24th day of February, 2012.

Published by title on the City's official website beginning on the 22nd 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 the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2012.

---

Loucrishia A. Ellis

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

**TABLE OF CONTENTS**

1. PARTIES.....	1
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.....	1
3. RECITALS.....	1
4. DEFINITIONS.....	2
5. TERM.....	3
6. STATEMENT OF WORK.....	3
7. PAYMENTS TO GRANTEE.....	4
8. REPORTING - NOTIFICATION.....	5
9. GRANTEE RECORDS.....	6
10. CONFIDENTIAL INFORMATION-STATE RECORDS.....	6
11. CONFLICTS OF INTEREST.....	7
12. REPRESENTATIONS AND WARRANTIES.....	7
13. BREACH.....	8
14. REMEDIES.....	8
15. NOTICES and REPRESENTATIVES.....	10
16. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE.....	10
17. GOVERNMENTAL IMMUNITY.....	10
18. STATEWIDE GRANT MANAGEMENT SYSTEM.....	10
19. GENERAL PROVISIONS.....	11
20. COLORADO SPECIAL PROVISIONS.....	12
22. SIGNATURE PAGE.....	15
23. EXHIBIT A – EXPENSE REIMBURSEMENT REQUEST FORM.....	i
24. EXHIBIT B – OPTION LETTER.....	i

**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.

EXHIBIT 1

### **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 reimplementation 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 7th** 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 Neumeier, 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> David J. McDermott, CPA</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 21, 2012	<b>Agenda Item:</b> 11 a i	<b>Subject:</b> IGA for Art Shuttle Cost Sharing
<b>Initiated By:</b> Community Development Department		<b>Staff Source:</b> Harold J. Stitt, Senior Planner

### PREVIOUS COUNCIL ACTION

Council approved, an Intergovernmental Agreement (IGA) between the City and the Regional Transportation District (RTD) for funding of the Englewood Circulator Shuttle by Ordinance 50, Series of 2004, by Ordinance 66, Series of 2007, by Ordinance 10, Series of 2008, by Ordinance 8, Series of 2009, by Ordinance Number 4 Series of 2010, and by Ordinance 5, Series of 2011. Council approved by Motion, in August 2004, a contract for transit services with Laidlaw Transit Services and subsequently extended this contract by Resolution No. 87, Series of 2005, by Resolution No. 77, Series of 2006, by Motion on December 3, 2007, by Motion on March 3, 2008, by Motion on April 6, 2009. Council approved by Motion on December 21, 2009, a contract for transit services with MV Transportation, Inc., and subsequently extended this contract by Motion on February 22, 2011.

### RECOMMENDED ACTION

Staff recommends Council adopt a Bill for an Ordinance authorizing an Intergovernmental Agreement between the City of Englewood and the Regional Transportation District (RTD) for cost sharing for operation of the art shuttle for 2012.

### BACKGROUND AND ANALYSIS

This IGA with RTD is for the operation of the art shuttle for calendar year 2012. Under this agreement, the shuttle will continue to provide the current level of service operating every 15 minutes, Monday through Friday, 6:30 AM to 6:30 PM. RTD will reimburse the City 100% of all net operating costs as set forth in Exhibit B of the IGA. Net operating expenses exclude administrative costs, marketing and promotional materials cost. As with prior agreements, the City will also provide fuel to eliminate state and federal gasoline taxes, reducing fuel costs. The City will reimburse RTD an amount equal to the local fares that would have been collected had the shuttle operated as a fare service rather than a free service. The amount of the compensation was determined through a survey of riders conducted in October 2011. The survey results indicated the number of riders who did not have a bus pass or transfer and would be subject to the standard, reduced senior or student fare. For calendar year 2012, the lost fare amount equals \$57,456.

## **FINANCIAL IMPACT**

RTD will reimburse the City for all contract and fuel costs less the lost fare amount. For the contract period this lost fare amount is \$57,456 and is included in the approved 2012 Community Development Department budget. The contract continues the same level of service operating Monday through Friday, 6:30 am to 6:30 pm at no cost to riders.

## **ATTACHMENTS**

Art Shuttle Ridership Report  
Proposed Bill for an Ordinance

# art Shuttle Ridership Report

## 2004 Ridership

Month	Ridership	Total	Average
September-04	5,419	5,419	5,419
October-04	9,166	14,585	7,293
November-04	10,362	24,947	8,316
December-04	12,149	37,096	9,274

## 2005 Ridership

Month	Ridership	Total	Average
January-05	11,353	11,353	11,353
February-05	11,642	22,995	11,498
March-05	14,513	37,508	12,503
April-05	14,024	51,532	12,883
May-05	14,982	66,514	13,303
June-05	14,487	81,001	13,500
July-05	13,574	94,575	13,511
August-05	17,599	112,174	14,022
September-05	15,968	128,142	14,238
October-05	17,162	145,304	14,530
November-05	16,505	161,809	14,710
December-05	15,877	177,686	14,807

## 2006 Ridership

Month	Ridership	Total	Average
January-06	17,815	17,815	17,815
February-06	15,318	33,133	16,567
March-06	17,928	51,061	17,020
April-06	15,067	66,128	16,532
May-06	18,300	84,428	16,886
June-06	16,414	100,842	16,807
July-06	14,722	115,564	16,509
August-06	17,711	133,275	16,659
September-06	16,587	149,862	16,651
October-06	18,181	168,043	16,804
November-06	17,820	185,863	16,897
December-06	14,725	200,588	16,716

## 2007 Ridership

Month	Ridership	Total	Average
January-07	17,198	17,198	17,198
February-07	16,084	33,282	16,641
March-07	18,276	51,558	17,186
April-07	17,059	68,617	17,154
May-07	18,471	87,088	17,418
June-07	17,612	104,700	17,450
July-07	17,265	121,965	17,424
August-07	18,438	140,403	17,550
September-07	13,914	154,317	17,146
October-07	16,823	171,140	17,114
November-07	15,619	186,759	16,978
December-07	16,406	203,165	16,930

## 2008 Ridership

Month	Ridership	Total	Average
January-08	18,228	18,228	18,228
February-08	17,804	36,032	18,016
March-08	17,925	53,957	17,986
April-08	18,468	72,425	18,106
May-08	17,552	89,977	17,995
June-08	18,959	108,936	18,156
July-08	19,657	128,593	18,370
August-08	18,850	147,443	18,430
September-08	19,476	166,919	18,547
October-08	22,677	189,596	18,960
November-08	18,053	207,649	18,877
December-08	20,167	227,816	18,985

## 2009 Ridership

Month	Ridership	Total	Average
January-09	19,606	19,606	19,606
February-09	20,692	40,298	20,149
March-09	20,459	60,757	20,252
April-09	20,562	81,319	20,330
May-09	20,459	101,778	20,356
June-09	21,522	123,300	20,550
July-09	20,199	143,499	20,500
August-09	20,045	163,544	20,443
September-09	19,271	182,815	20,313
October-09	19,759	202,574	20,257
November-09	18,229	220,803	20,073
December-09	17,953	238,756	19,896

## 2010 Ridership

Month	Ridership	Total	Average
January-10	12,131	12,131	12,131
February-10	12,654	24,785	12,393
March-10	14,672	39,457	13,152
April-10	14,253	53,710	13,428
May-10	13,047	66,757	13,351
June-10	14,717	81,474	13,579
July-10	13,876	95,350	13,621
August-10	15,804	111,154	13,894
September-10	15,616	126,770	14,086
October-10	14,852	141,622	14,162
November-10	14,043	155,665	14,151
December-10	15,390	171,055	14,255

## 2011 Ridership

Month	Ridership	Total	Average
January-11	14,863	14,863	14,863
February-11	14,325	29,188	14,594
March-11	16,934	46,122	15,374
April-11	16,081	62,203	15,551
May-11	15,547	77,750	15,550
June-11	16,832	94,582	15,764
July-11	15,277	109,859	15,694
August-11	17,461	127,320	15,915
September-11	16,223	143,543	15,949
October-11	15,660	159,203	15,920
November-11	15,494	174,697	15,882
December-11	15,010	189,707	15,809

## 2012 Ridership

Month	Ridership	Total	Average
January-12	14,892	14,892	14,892
February-12			
March-12			
April-12			
May-12			
June-12			
July-12			
August-12			
September-12			
October-12			
November-12			
December-12			

## 2013 Ridership

Month	Ridership	Total	Average
January-13			
February-13			
March-13			
April-13			
May-13			
June-13			
July-13			
August-13			
September-13			
October-13			
November-13			
December-13			

BY AUTHORITY

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

COUNCIL BILL NO. 8  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT ENTITLED "AGREEMENT RTD & CITY OF ENGLEWOOD COST SHARING FOR THE ART" BETWEEN THE REGIONAL TRANSPORTATION DISTRICT (RTD) AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for 2004 – 2007 by the passage of Ordinance No. 50, Series of 2004; and

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for September 10, 2007 through December 31, 2007 by the passage of Ordinance No. 66, Series of 2007; and

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for January 1, 2008 through December 31, 2008 by the passage of Ordinance No. 10, Series of 2008; and

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for January 1, 2010 through December 31, 2010 by the passage of Ordinance No. 4, Series of 2010; and

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for January 1, 2011 through December 31, 2011 by the passage of Ordinance No. 5, Series of 2011; and

WHEREAS, the City of Englewood designed the Englewood Shuttle to provide circulator shuttle service in the general area of the CityCenter Englewood, downtown Englewood and the Swedish/Craig Medical Center; and

WHEREAS, this service provides mobility and access to the commercial areas in and around the vicinity of the CityCenter Englewood light rail station, downtown Englewood and the Swedish/Craig Medical Center; and

WHEREAS, the City Council of the City of Englewood, Colorado approved application to the Denver Regional Council of Governments (DRCOG) Congestion Mitigation Air Quality Funds for operation of a Circulator Shuttle in November 2002; and

WHEREAS, the passage of this proposed Ordinance will provide the same level of service for the calendar year 2012;

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 IGA entitled "Agreement RTD & City of Englewood Cost Sharing For The Art" between the Regional Transportation District (RTD) and the City of Englewood, Colorado, 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 21<sup>st</sup> day of February, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 24<sup>th</sup> day of February, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 22<sup>nd</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 21st day of February, 2012.

---

Loucrishia A. Ellis

**AGREEMENT  
RTD & CITY OF ENGLEWOOD COST SHARING FOR THE ART**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between the Regional Transportation District, a political subdivision of the state of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, et seq., (hereafter "RTD"), and the City of Englewood, Colorado, a Colorado home rule city (hereafter "the City"). RTD and the City may also be referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

1. The City has funded and operated route circulator bus service within the Englewood area (the "art") since September 2004. This service provides mobility and access from the Englewood Civic Center to Swedish Medical Center and Craig Hospital along Englewood Parkway and Old Hampden Avenue.
2. RTD also provides light rail and bus service in and around the City.
3. RTD and the City agree that these services are complementary to providing attractive and effective transit service for people working and living in the area in and around Englewood.
4. Although RTD does not provide circulator bus service in Englewood and the City does not provide such service as a private contractor for RTD, RTD wishes to financially contribute to the continued provision of circulator bus service in Englewood.

**AGREEMENT**

**Now, therefore,** in consideration of the promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **ART CIRCULATOR BUS SERVICE.** The City shall continue to manage and operate, either directly or through its designated agent(s), the art route circulator bus service in the City. The City and/or its designated agent(s) shall be solely responsible for all art operations, management, marketing, administration, and services delivery functions, including provision of vehicles, vehicle maintenance, insurance, and accounting. As part of its operations of the art service, the City and/or its designated agent(s) shall provide fuel for the vehicle(s), the cost of which shall be reimbursed as an operating expense as provided in this Agreement. Except as specifically provided herein, RTD shall have no responsibility for the operations and management of the art. RTD shall have no responsibility for, nor authority or control with respect to, the supervision and management of any employees or contractors who work in connection with the art. Notwithstanding RTD's right to stop funding as provided herein, RTD has no obligation, nor right pursuant to this Agreement, to otherwise continue the services provided by the City, if the City ceases to provide these services.
2. **COOPERATION.** The Parties agree to cooperate and share information about transit issues in Englewood, as provided in this Paragraph 2.

A. The City and RTD shall each designate a representative responsible for the implementation of this Agreement.

B. City and RTD staff will confer on marketing and service development issues and regularly exchange relevant information in order to report progress to the respective organizations.

3. **ART SERVICE.** The art route, service hours and frequency of service shall be as shown on Exhibit A, which is attached and hereby fully incorporated by reference. The Parties hereafter may, upon mutual agreement in writing by both Parties, modify Exhibit A as necessary to effect this Agreement. RTD reserves the right to withdraw funding, as provided in this Agreement, if the City implements any major changes to these services.

4. **MARKETING AND PROMOTIONAL MATERIALS.** The City and its designated agent(s) shall develop and implement art marketing and promotional materials and activities at their sole cost. RTD staff reserve the right to review and comment upon proposed marketing strategies and materials. RTD shall include current art brochures, maps and other informational and promotional materials supplied by the City or its designated agent(s) at all of its information/customer service centers. Specifications for such materials shall be approved by the RTD to ensure compatibility with RTD display capability. The RTD customer service telephone information center will provide up-to-date art service and schedule information. The City shall allow RTD to display an appropriate RTD logo (stating that the service is in partnership with the RTD) on all vehicles used to furnish the art service and financially supported in part by RTD through this Agreement. Notwithstanding the foregoing, the art shall not be designated, marketed, or promoted as an RTD-branded service.

5. **TERM AND RENEWAL.** The term of this Agreement shall be deemed to have begun on January 1, 2012 and shall expire on December 31, 2012. Thereafter, the Parties may, by written agreement, renew the Agreement for successive periods of one year each under the same terms and conditions, although any renewal of this Agreement will contain specific funding levels for the renewal year(s). Nothing herein obligates RTD to make funds available for the art or to renew this Agreement in any future fiscal year. Even if this Agreement is renewed in subsequent years, nothing herein shall imply funding will be renewed at the same or any level

6. **SIGNAGE.** The City shall maintain all art signs and sign posts and shall be solely responsible for all signage related to the art.

7. **RTD FUNDING.** To support the City's art service, RTD shall reimburse the City one hundred percent (100%) of the Net Cost of operating the art service.

A. Net Cost shall be defined as all operating costs for the art, including fuel, less Estimated Farebox Revenue, based upon the regularly scheduled service hours and cost breakdown as provided in Exhibit B, which is attached hereto and fully incorporated by reference herein. Operating costs, as referenced herein, shall not include any administrative costs for the City. The City is solely responsible for any additional operating costs relating to service hours that exceed those regularly scheduled service hours as shown in Exhibits A or B, including any special events and holidays.

B. Estimated Farebox Revenue for the 2012 year of operation shall be \$57,456, as provided in Exhibit B. Since the City offers the art as a fare-free service, Estimated Farebox Revenue is based upon a survey performed in October 2011 by RTD that determined the average fare that would have been collected had the City charged RTD's local fare for the art service.

C. Nothing in this Agreement shall prevent the City from collecting contributions or fees from other entities to help defray the unreimbursed costs of providing the art service. RTD shall not be a party to any such arrangement and shall not receive any direct allocation of or credit for such contributions or fees.

**8. INVOICING AND PAYMENT.**

A. The City shall submit an invoice to RTD on a monthly basis for payment of the Net Cost pursuant to paragraph 7 herein. The invoice shall include an itemized list of reimbursable operating expenses, including fuel, and shall deduct \$4,788 as Estimated Farebox Revenue. In addition, the invoice shall include a summary, as agreed, of service, and any other information that RTD requests.

B. RTD shall pay all approved invoices within thirty (30) days of receipt. If RTD does not approve an invoice from the City or its designated agent(s), a written explanation of disputed items will be sent within ten (10) days of RTD's receipt of the invoice.

9. **RECORDS.** The City and/or its designated agent(s) will maintain full and complete financial records for the operation of the art, including but not limited to information on the number of passenger boardings on the art, any farebox revenue collected as a result of the operation of art service, if any, and any other information that RTD requests. The City and/or its designated agent(s) shall make these records available to RTD for audit for three (3) years. National Transit Database (NTD) data shall be kept in accordance with Federal Transit Administration ("FTA") requirements and shall be reported as part of RTD's NTD submission.

10. **ART PERFORMANCE ASSESSMENT.** The art service performance will be assessed by RTD, in its sole discretion, to determine if performance expectations have been met and to determine if the funding provided by RTD is warranted. If RTD chooses not to renew this Agreement, RTD shall notify the City by April 1, 2012. If this Agreement is terminated due to lack of funding by either Party in the next year's budget cycle it shall notify the other party on or before December 1 and service will be terminated effective January 1. Nothing herein obligates the RTD to renew or extend this Agreement at any time.

11. **DRUG AND ALCOHOL TESTING PROGRAM.** The City shall require the contractor providing the art service to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or the Regional Transportation District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 40 and 655 and review the testing process. The City agrees further to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15<sup>th</sup> of every year to the Substance Abuse Testing Department, Regional Transportation District, 1600 Blake Street, Denver, CO 80202. To certify compliance, the City shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

## 12. LIABILITY AND IMMUNITY.

A. The Parties agree that RTD shall have no liability to third parties arising out of the operations or management of the art service and the City shall have no liability to third parties arising out of the operations or management of any RTD services.

B. To the extent that there is or may in the future be insurance coverage for the operations of the art, the City and its designated agent (s) shall cause RTD and its officers and employees to be named as additional insured on all insurance policies for any operations of the art.

C. Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., each Party shall be responsible for any claims, demands, or suits arising out of its own negligence. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement shall be construed as an express or implied waiver by RTD of its governmental immunity including limitations of amounts or types of liability or the governmental acceptance by RTD of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

**13. NO LIMITATION ON RTD RIGHTS OR AUTHORITY.** Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or perform any functions authorized by C.R.S. § 32-9-101, et seq.

**14. NO THIRD-PARTY BENEFICIARIES.** The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements, including but not limited to subcontractors, subconsultants, and suppliers. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**15. FINANCIAL OBLIGATIONS SUBJECT TO APPROPRIATIONS.** This Agreement does not contain any multiple-fiscal year financial obligations by either party that extend beyond its current fiscal year. The financial obligations of each Party under this Agreement shall be subject to and limited by the appropriation of sufficient funds therefore by its governing body. Funds for this agreement have been budgeted, authorized, and appropriated by the RTD Board of Directors for the 2012 fiscal year. Nothing herein obligates RTD to budget, authorize, or appropriate funds for any future fiscal year. To the extent permitted by law, all of the operating costs of the art and revenues, if applicable, of the art shall be treated by RTD as its "operating costs" and its "revenues collected" for purposes of compliance with C.R.S. § 32-9-119.7.

## 16. STATUS OF PARTIES.

A. The City, or its designated agent, shall be solely responsible for hiring, supervising, and discharging the employees or contractors who operate the art service. The RTD shall have no responsibility for, nor authority or control with respect to, the supervision and management of the drivers and other employees or contractors who work in connection with the service.

B. The Parties agree that the status of each Party shall be that of an independent contractor to the other, and it is not intended, nor shall it be construed, that one Party or any officer, employee, agent or contractor of such Party is an employee, officer, agent, or representative of the other Party. Nothing contained in the Agreement or documents incorporated by reference herein or otherwise creates any partnership, joint venture, or other association or relationship between RTD

and the City. Any approval, review, inspection, direction or instruction by RTD or any party on behalf of RTD shall in no way affect either Party's independent contractor status or obligation to perform in accordance with this Agreement. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, or understanding except as expressly set forth in this Agreement.

C. The City and/or its designated agent(s) shall be responsible for all federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees, as well as any subcontractor or vendor. The City acknowledges that it, its designated agent(s) and/or its or its designated agent(s) employees are not entitled to workers' compensation benefits or unemployment insurance benefits from RTD, unless the City or a third party provides such coverage, and that RTD does not pay for or otherwise provide such coverage. The City shall be solely responsible for its own actions, its employees, and agents.

**17.LEGAL AUTHORITY.** The City and RTD represent or warrant to each other that they have all necessary authority to enter into this Agreement and to perform their obligations hereunder and that this Agreement does not conflict with any other agreement that each Party is subject or to which it may be bound. The person signing and executing this Agreement on behalf of either Party represents that he/she has been fully authorized to execute this Agreement and to validly and legally bind a Party to all the terms, performances, and provisions herein set forth. The Parties shall have the right, at their option, to either temporarily suspend, or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the other Party or the person signing the Agreement to enter into this Agreement. Neither Party shall be obligated to perform any of the provisions of this Agreement after it has suspended or terminated this Agreement as provided in this Paragraph.

**18.NO ASSIGNMENT.** Except as otherwise provided in the Agreement, neither party may assign the Agreement and/or any of its rights and obligations hereunder without the written consent of the other Party.

**19.CONFLICT OF INTEREST.** No officer, member, or employee of either Party and no members of a governing body, and no other public official or employee of the governing body of the locality or localities included within RTD, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**20.WRITTEN AMENDMENTS.** This Agreement may be modified or amended only by a written document duly executed by both parties.

**21.NOTICES.** Correspondence regarding this Agreement shall be sent to:

For the City:

City of Englewood  
Community Development Department  
1000 Englewood Parkway  
Englewood, Colorado 80110  
Attn: Harold Stitt  
303.762.2341

For the RTD

Regional Transportation District  
1600 Blake Street  
Denver, Colorado 80202  
Attn: Bruce Abel  
303.299.2839

The addresses or contacts may be changed by the Parties by written notice.

22. **ENTIRE AGREEMENT.** The terms and provisions of this Agreement, including but not limited to the Recitals above and the Exhibit(s) or Attachments incorporated by reference herein, represent the entire understanding of the parties with respect to the subject matter of this Agreement, and merge, incorporate and supersede all prior communications between the City and RTD concerning that subject. No representations or warranties are made by the City or RTD except as herein set forth.
23. **WAIVER AND BREACH.** The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.
24. **GOVERNING LAW, VENUE.** Each and every term, provision, condition, of this Agreement is subject to the provisions of Colorado law. This Agreement is subject to such modifications as may be required by changes in Colorado or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Venue for any action arising hereunder shall be in the District Courts for the State of Colorado.
25. **SEVERABILITY.** The Parties expressly agree that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
26. **COUNTERPARTS.** This Agreement shall be executed in two counterparts each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

WHEREFORE, the Parties have entered into this Agreement as of the date first set forth above.

REGIONAL TRANSPORTATION DISTRICT      CITY OF ENGLEWOOD

By: \_\_\_\_\_

Phillip A. Washington  
General Manager  
Regional Transportation District

By: \_\_\_\_\_

Randy P. Penn  
Mayor  
City of Englewood

ATTEST:

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

Approved as to legal form:  
Regional Transportation District

\_\_\_\_\_  
Jenifer Ross-Amato  
Associate General Counsel

Exhibit A  
art Service Description

Span of Service:

Weekday-	6:30 AM- 6:30 PM
Saturday-	No service provided
Sunday-	No service provided
Holidays-	No service provided

Service Frequency:

Weekday	every 15 minutes
Saturday-	Not Applicable
Sunday-	Not Applicable
Holidays-	Not Applicable

Annual Revenue Hours:

Weekday-	6,120
Saturday-	Not Applicable
Sunday-	Not Applicable
Holidays-	<u>Not Applicable</u>

Total	6,120
-------	-------

~~~~~~

Exhibit B

Summary of Anticipated Operating Costs and Revenues

Expense- January 2012 – December 31, 2012

|                                                           |                  |
|-----------------------------------------------------------|------------------|
| art operating hours expense-6120 hours @ \$43.01 per hour | \$ 263,221       |
| art fuel expenses                                         | <u>\$ 48,520</u> |
| Expense                                                   | \$ 311,741       |

Estimated Farebox Revenue- January 2011 – December 2011

|                                              |                  |
|----------------------------------------------|------------------|
| Passenger fares based on October 2010 survey | <u>\$ 57,456</u> |
| Total Revenue                                | \$ 57,456        |
| Net Cost                                     | \$ 254,285       |

## COUNCIL COMMUNICATION

|                                                            |                                                         |                                                                                                                                                      |
|------------------------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Date:</b><br>February 21, 2012                          | <b>Agenda Item:</b><br>11 c i                           | <b>Subject:</b><br>Resolution authorizing the City's Arapahoe County Open Space grant application for the playground replacement at the NW Greenbelt |
| <b>Initiated By:</b><br>Department of Parks and Recreation | <b>Staff Source:</b><br>Dave Lee, Manager of Open Space |                                                                                                                                                      |

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council Goal: A City that provides diverse cultural, recreational and entertainment opportunities. Council has supported all previous applications for Arapahoe County Open Space funds.

### RECOMMENDED ACTION

Staff recommends that Council approve a resolution authorizing the City's grant application to Arapahoe County for the playground replacement at the Northwest Greenbelt.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2003, Arapahoe County voters approved a ten-year, quarter-of-a-penny sales and use tax to pay for preservation of open space, protect lands, preserve water quality and provide, maintain and improve neighborhood parks, sport fields, picnic facilities and trails. Voters reauthorized the Open Space tax in 2011 for an additional ten years. The City has received annual Shareback Funds generated by the tax since 2004. In 2005, the County set aside a portion of the revenues to fund competitive grant projects. Each year, the City is eligible to apply for up to two grants. Since 2005, Englewood has received ten grants totaling \$1,750,430.

The existing playground is located in the northwest greenbelt at 2222 W. Vassar Avenue. The playground serves the northwest Englewood neighborhood around Baker Park. Plans are to remove all of the old playground equipment and to provide an ADA walkway to the playground, a rubberized surface for the fall zone and a playground for 2-5 year olds and an additional playground for 6-12 year olds.

Grant applications are due Friday, March 2, 2012. Grant notification will be given in June 2012.

### FINANCIAL IMPACT

Project Grant- \$260,400

Grant Request- \$140,400

Grant Match- \$120,000 (Funding Match was approved in the 2012 Open Space Fund)

### LIST OF ATTACHMENTS:

Englewood Parks and Recreation recommendation memo  
Resolution  
Application



## Memorandum

**TO:** Englewood City Council

**FROM:** Deborah Severa, Recording Secretary ✓

**DATE:** February 14, 2012

**RE:** Recommendation regarding letter of support for ACOS Northwest Greenbelt Playground grant application

---

At the February 9, 2012, Parks and Recreation Commission meeting, Manager of Open Space Dave Lee informed the Commission that the Parks and Recreation Department will be submitting an application for an Arapahoe County Open Space grant for the Englewood Playground Renovation at Northwest Greenbelt. Lee stated that there have been no major improvements in the last 15 years at the Northwest Greenbelt playground and this grant would help provide an ADA accessible walkway to the park, new equipment for two age ranges (2-5 years and 6-12 years) and a rubberized fall surface that will also be ADA accessible.

Following discussion:

**A motion was made by Commission Member Garrett and seconded by Vice Chairperson Waldman to provide a letter from the Parks and Recreation Commission in support of the Arapahoe County Open Space Grant application for the Englewood Playground Renovation at Northwest Greenbelt.**

**Ayes: Miller, Garrett, Waldman, Gomes**

**Nayes: None**

**Motion Passed.**

ds/JB

PRC 2012/Recommendations/NW Greenbelt Playground Renovation

cc: Gary Sears  
Mike Flaherty  
Dan Brotzman  
Parks and Recreation Commission  
Jerrell Black  
Dave Lee

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

A RESOLUTION SUPPORTING THE CITY OF ENGLEWOOD'S ARAPAHOE COUNTY OPEN SPACE (ACOS) GRANT APPLICATION FOR PLAYGROUND REPLACEMENT AT THE NORTHWEST GREENBELT.

WHEREAS, in 2003 Arapahoe County voters approved a ten (10) year, quarter-of-a-penny sales and use tax to pay for preservation of open space, protect lands, preserve water quality and provide, maintain and improve neighborhood parks, sport fields, picnic facilities and trails; and

WHEREAS, in 2005 Arapahoe County set aside a portion of the revenues to fund competitive grant projects; and

WHEREAS, each year, the City of Englewood is eligible to apply for up to two (2) grants; and

WHEREAS, the existing playground is located in the northwest greenbelt at 2222 West Vassar Avenue; and

WHEREAS, plan to remove all of the old playground equipment and to provide an ADA compliant walkway to the playground; and

WHEREAS, the Englewood Parks and Recreation Commission has identified the playground replacement at the northwest greenbelt as a priority; and

WHEREAS, the total project costs are estimated at \$260,400; if this application for the Arapahoe County Open Space Grant is awarded it will provide \$140,400; the additional funding of \$120,000 has been budgeted in the 2012 Open Space Shareback fund for Parks and Recreation Department;

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

Section 1. The City Council for the City of Englewood, Colorado, hereby supports the City's Arapahoe County Open Space grant application for playground replacement at the northwest greenbelt project, attached hereto as Exhibit A.

Section 2. The Director of Parks and Recreation is authorized to sign all necessary documents for the Arapahoe County Open Space Grant application for and on behalf of the City Council and the City of Englewood.

ADOPTED AND APPROVED this 21st 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



**ARAPAHOE COUNTY**  
**OPEN SPACES**

**Standard Grant**  
**Application Form**  
**for**  
**Open Space, Parks & Trails Projects**

☞ 2012 grant cycle ☞

**Use this application for grant proposals  
ranging from \$25,100 to \$250,000**

**Do NOT use this application for Small Grants or Planning Grants**

**Application Deadline: noon, Friday, March 2, 2012**

**Final Awards Announced: June, 2012**



**ARAPAHOE COUNTY**  
OPEN SPACES

---

## Open Space Grants Program

6934 S Lima St, Unit A  
Centennial, Colorado 80112  
Phone: 720-874-6723  
Fax: 720-874-6743  
[www.co.arapahoe.co.us](http://www.co.arapahoe.co.us)

Greetings from Arapahoe County Open Spaces,

The annual grant cycle for 2012 is underway. We welcome your participation. Materials are found at <http://www.co.arapahoe.co.us/Departments/PW/OpenSpaceProgram/OpenSpaceMain.asp>  
Deadline for ALL grant proposals is noon, Friday, March 2, 2012.

Since 2005, Arapahoe County has invested nearly \$16 million in 90 merit-based projects, in partnership with 20 communities county-wide to enhance trails, open space, and parks.

### What's new for 2012?

- We've moved ½ mile east to a new County office complex at Lima Plaza - address above;
- *new* application form/criteria for small grants and planning grants;
- revised application for standard grants (please toss or delete old versions);
- criteria for scoring are highlighted in yellow throughout the application for easy reference.

### Ten Steps for Grant Writing Success:

1. Attend our grant workshop on Monday, February 6 @ 1:30pm, Open Spaces Office complex;
2. Use this application format for every section;
3. Read and follow all instructions. Refer also to Section III: *Additional Guidelines and Tips*;
4. Answer all questions to address all the criteria;
5. Begin now to contact potential partners, set up pre-submittal meetings, secure internal matching funds and approvals, and to solicit letters of support;
6. Write a draft proposal along with a budget;
7. Use the official evaluation sheet to score the proposal (and/or have an outside person score it);
8. Finalize the proposal, add support letters and photos, print required copies;
9. Work through the submittal checklist; and
10. Contact us if you have questions.

These grants are funded in part by you and all those who do business in Arapahoe County. As always, we welcome your comments and suggestions as we strive for continuous improvement.

Best wishes,

*Daniel Einarsen*

Daniel Einarsen  
Grants & Acquisitions Administrator

## TABLE OF CONTENTS – Standard Grants

|                                                                                                                                                                                                                                                                                                                                                                           |                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>I. Instructions</b> <ul style="list-style-type: none"> <li>• County Open Space Grants Program Description</li> <li>• Grant Categories</li> <li>• Requirements and Minimum Qualifications</li> <li>• Submission Instructions</li> <li>• Evaluation Process, Criteria for Scoring, Timetable</li> <li>• Grantee Agreement, Reporting and Signage Requirements</li> </ul> | <b>Pages 2-6</b>   |
| <b>II. Format - Standard Grant Application</b> <ul style="list-style-type: none"> <li>Part A – Basic Project Information</li> <li>Part B – Project Details</li> <li>Part C – Maps, Plans, Drawings</li> <li>Part D – Photos</li> <li>Part E – Timeline</li> <li>Part F – Support Letters</li> <li>Part G – Budget</li> </ul>                                              | <b>Pages 7-13</b>  |
| <b>III. Additional Guidelines and Tips</b>                                                                                                                                                                                                                                                                                                                                | <b>Pages 14-18</b> |

### Section I. Instructions for Standard Grants

#### **County Open Space Grants Program Description**

Twelve percent of annual revenue from the Open Space Sales & Use Tax is dedicated to fund competitive merit-based grants, available to eligible government agencies within Arapahoe County (i.e. incorporated municipalities *and* outdoor recreation-oriented special districts). The grant cycle is offered once each year. Focus is on achieving significant results by investing in quality local projects for public trails, parks, and open space. The applicant brings matching funds to the table to leverage the grant.

#### **Grant Categories** (See Section III: *Additional Guidelines and Tips* for projected funding allocations)

- Small grants are up to \$25,000 with 10% minimum cash match from the applicant required.
- Planning grants are up to \$50,000 with 10% minimum cash match from the applicant required.
- **Standard grants** are from \$25,100 to \$250,000 with 25% minimum cash match from applicant required.

Each eligible agency may submit a maximum of three (3) grant proposals with a total funding cap of \$500,000 per agency. Each agency may apply for up to **two** standard grants, and/or up to **one** planning grant, and/or up to **one** small grant (no more than three total proposals). Limit one proposal per site. Choose the correct application form for each grant category. Grant proposals are evaluated in their own respective category in a competitive environment based on clearly established criteria, then ranked for final funding decisions.

#### **Requirements and Minimum Qualifications**

##### **Basic Requirements:**

Projects are to be well conceived, budgeted and ready to begin. Proposals must provide substantiation of the merits and timeliness of the project. Viable projects have a clear public need and urgency, address local and County priorities for outdoor recreation such as: land acquisition, park or open space improvements, trail construction or site renovation; and demonstrate strong community support. Use of the County’s grant format is required. All parts must be thoroughly completed and submitted in the proper sequence. The proposal is to be concise, precise, and pertinent to the County’s Open Space Master Plan.

**Checklist - Minimum Qualifications:**

See Section III: *Additional Guidelines and Tips* for details on each item below. Failure to meet each requirement may result in disqualification.

- Applicant eligibility
- Format used consistently on the correct application form
- Alignment with County Open Space Master Plan
- Allowable uses of grant funds
- Matching funds - minimum percentage as cash (above and beyond any contingency amount)
- Focused scope of project, limited to one location
- No major encumbrances at project site
- Evidence of commitment from any other partners
- Commitment to public use of completed project
- Authorized signatures and dates (Part A & Part G)
- Evidence of full support from the agency's highest authority
- Evidence of completion of local pre-submittal planning process and budgeting
- Evidence of legal access and authority to complete the project on site
- Evidence of commitment to long-term site maintenance
- Evidence of community support (no significant controversy)
- Score minimum of 60 points on the composite score sheet
- Compliance with any past open space grant agreements

**Submission Instructions**

Please limit **standard grant** application to **36** pages or less. Submit 13 complete sets as described below. No application materials will be accepted after the deadline, except any requested by the County.

Final application packet shall include:

- One** unbound set, single sided, clipped together at the top - no staples or bindings. Include originals of all documents, maps, photos and letters in this unbound set;
- Eleven** bound sets, printed double-sided (stapled, spiral bound or 3-hole bound) (maps may be single-sided);
- One** compact disc containing all application materials (Adobe PDF or Word format). If photos are embedded in the PDF, please save each photo again as a separate file on the disc. Label the disc face clearly with year, grant category, name of grant project, name of applicant agency.

**Submission Deadline: 12:00 noon, Friday, March 2, 2012 to:**

Arapahoe County Open Space Office  
Attention: Grants Administrator  
6934 S Lima St.  
Centennial, CO 80112

Contact: Daniel Einarsen

Office: 720-874-6723

## Checklist – Grant Application Packet Assembly Sequence:

See Section III for *Additional Guidelines and Tips*.

**Application must include, in this order:**

- \_\_\_\_\_ COVER SHEET (do not use an intro letter or executive summary as a cover)
  - Text box or line 1, top, center: Name of applicant agency (logo optional)
  - Text box or line 2, "Grant Proposal to Arapahoe County Open Spaces"
  - Text box or line 3, "**2012 Standard Grant**"
  - Text box or line 4, "Name of Project" (please limit to five words or less)
- \_\_\_\_\_ PART A Basic Project Information
  - \_\_\_\_\_ 1) completed form
  - \_\_\_\_\_ 2) attach letter of commitment from any funding partner(s) – cash and in-kind
  - \_\_\_\_\_ 3) attach formal Resolution or letter of commitment from the mayor or board chair
- \_\_\_\_\_ PART B Project Details
  - \_\_\_\_\_ 1) completed form
  - \_\_\_\_\_ 2) attach letter from land owner if site is not owned by applicant
  - \_\_\_\_\_ 3) attach letter of commitment regarding future maintenance of project site
- \_\_\_\_\_ PART C Maps
- \_\_\_\_\_ PART D Photos
- \_\_\_\_\_ PART E Timeline
- \_\_\_\_\_ PART F Support Letters
- \_\_\_\_\_ PART G Budget

### Evaluation Process

Each application is screened by County staff for compliance with minimum requirements, followed by review by the Open Space and Trails Advisory Board (OSTAB) and other staff. Site visits are scheduled prior to conducting individual evaluations. Proposals are scored based on the merits of the project, with point values assigned to each objective criteria. Evaluation also considers the **accuracy** of the proposal in conveying the need and scope of the project, **ability** of the applicant to achieve proposed results according to the budget and within the required time frame, and the **capacity** of the entity to maintain the project site in future years.

Tallied composite scores determine the ranking of projects and final recommendation from OSTAB/staff to the Board of County Commissioners (BOCC). The final list of approved projects, as determined by the BOCC in the month of May, is based on merit and available funds. Partial funding of a project is not generally considered. During the evaluation process additional information may be requested by the County.

**Criteria for Scoring:** (numbered criteria are referenced **in yellow** throughout the application in Section II )

|                                                                                |                  |
|--------------------------------------------------------------------------------|------------------|
| <b><u>1</u></b> Project Description (Goals, Extent, Urgency, Expected Results) | 20 Points        |
| <b><u>2</u></b> Public and Community Benefits                                  | 25 Points        |
| <b><u>3</u></b> Project Planning, Design, Budgeting                            | 25 Points        |
| <b><u>4</u></b> Partnerships and Community Support                             | 25 Points        |
| <b><u>5</u></b> Long-term Maintenance / or Educational Outcomes                | 15 Points        |
| <b><u>6</u></b> Connectivity (Geographic, Social, Environmental)               | <u>10 Points</u> |

Maximum Score = 120 Points

## Timetable – Annual Grant Round (2012 Schedule)

| Action Item                                           | Timeframe or Deadline                   |
|-------------------------------------------------------|-----------------------------------------|
| Grant workshop at county open space office            | offered annually (normally in November) |
| Application submission deadline                       | noon, first Friday of March             |
| Pre-screening; disqualified applications set aside    | by second Friday of March               |
| Tour of proposed project sites by evaluation team     | late March                              |
| Review and scoring by evaluation team                 | March – April                           |
| OSTAB recommendations to BOCC                         | fourth Monday of April                  |
| BOCC decision on grant awards                         | public hearing mid-May                  |
| Shareback and grants awards ceremony                  | June annually                           |
| Inter-governmental agreement (IGA)                    | per grantee and county schedules        |
| Transfer of funds to grantee / notice to proceed      | per finance procedures and schedule     |
| Project status report due to county staff             | January 31 annually                     |
| Completion of project / installation of grant signage | one to two years after funds disbursed  |
| Final report due to county staff                      | 60 days after project completion        |

### Grantee Agreement & Reporting Requirements

Each grant award is subject to the execution of an Inter-governmental Agreement (IGA) between the County and the grantee. Grantee is responsible for submitting required status reports outlining progress, milestones, and use of funds. Annual status reports are due January 31. Projects are to be completed within two years after funds dispersal. A comprehensive final report is due upon project completion.

### Final Report Specifications

The final project report is due within 60 days after completion, using the required template.

Report includes these elements: 1) executive summary summarizing the project results and public benefits; 2) statement signed by an authorized official certifying that open space funds were used in accordance with the IGA; 3) detailed description of completed scope of work; 4) spreadsheets itemizing the actual expenses compared with the original budget; 5) accounting for the management of funds; 6) description of participation by other partners; 7) photos of progress and final results; 8) discussion of challenges resolved during project implementation; 9) summary of lessons learned; and 10) suggestions or evaluative comments.

### Signage Requirement

Grantee agrees to install an approved sign which acknowledges the County Open Space tax as a funding source in a publicly visible location at the project site. Location, design, size and wording of signage to be approved by the County prior to manufacture. Costs are to be included in the budget, and can be charged to the County grant. Grantee is responsible to order, install and permanently maintain signage. Contact the grants administrator to order a pre-approved, manufactured sign which meets all specifications.

The required sign may be posted near other signage at the project site, but shall not be modified without written approval. Sign is to be installed during completion of the project, and to be permanently maintained by the grantee in an attractive and presentable condition. Failure to comply with signage requirements may result in loss of eligibility for future grants.

☞ End of Section I ☞

## Section II. Format - Standard Grant Application



**ARAPAHOE COUNTY**  
OPEN SPACES

### Open Space Grants Program 2012 Standard Grant Application Form

Due Date: Noon, Friday, March 2, 2012

This application form is for grants ranging from \$25,100 to \$250,000

| <b>PART A – Basic Project Information – Standard Grants</b>                                                                                                                                                                                                                                                                                        |                                                          | Refer to Criteria #1           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------------------------------|
| <b>Applicant / Project Profile</b>                                                                                                                                                                                                                                                                                                                 |                                                          |                                |
| Name of Applicant (city, town or district) : City of Englewood                                                                                                                                                                                                                                                                                     |                                                          |                                |
| Name of Project (five words or less, please) : Englewood Playground Renovation at Northwest Greenbelt                                                                                                                                                                                                                                              |                                                          |                                |
| <b>Contact Information</b>                                                                                                                                                                                                                                                                                                                         |                                                          |                                |
| Primary Contact Name: Dave Lee                                                                                                                                                                                                                                                                                                                     | Phone (work): 303-762-2687<br>Phone (cell): 720-884-7808 |                                |
| Title: Open Space Manager                                                                                                                                                                                                                                                                                                                          | E-mail:                                                  |                                |
| Address<br>(street address, city, state, zip code for mail delivery): 1155 West Oxford Avenue, Englewood, CO 80110                                                                                                                                                                                                                                 |                                                          |                                |
| <b>Project Type:</b> ( <input checked="" type="checkbox"/> check box to the left)                                                                                                                                                                                                                                                                  |                                                          |                                |
|                                                                                                                                                                                                                                                                                                                                                    | Trail                                                    |                                |
| <b>X</b>                                                                                                                                                                                                                                                                                                                                           | Site Improvement /Construction                           |                                |
|                                                                                                                                                                                                                                                                                                                                                    | Acquisition                                              |                                |
|                                                                                                                                                                                                                                                                                                                                                    | Environmental or Cultural Education/Interpretation       |                                |
|                                                                                                                                                                                                                                                                                                                                                    | Other (please describe):                                 |                                |
| <b>Project Site Location Information</b>                                                                                                                                                                                                                                                                                                           |                                                          |                                |
| Project Site Address: 2222 West Vassar Avenue, Englewood, CO 80110                                                                                                                                                                                                                                                                                 |                                                          |                                |
| Nearest major cross streets: Dartmouth Avenue and Tejon Street                                                                                                                                                                                                                                                                                     |                                                          |                                |
|                                                                                                                                                                                                                                                                                                                                                    | or                                                       |                                |
| City: Englewood                                                                                                                                                                                                                                                                                                                                    |                                                          | Unincorporated Arapahoe County |
| If any part of site is outside Arapahoe County, please justify proposed use of funds outside County:                                                                                                                                                                                                                                               |                                                          |                                |
| <b>In three words</b> , summarize the <i>benefits</i> of this project to your city, town or district: Health, Play, Creativity                                                                                                                                                                                                                     |                                                          |                                |
| <b>Criteria #2</b>                                                                                                                                                                                                                                                                                                                                 |                                                          |                                |
| Name(s) of jurisdiction(s) governing the project site: City of Englewood                                                                                                                                                                                                                                                                           |                                                          |                                |
| Zoning description at project site: R-2-B                                                                                                                                                                                                                                                                                                          |                                                          |                                |
| Is re-zoning required to implement this project? No                                                                                                                                                                                                                                                                                                |                                                          |                                |
| Name of landowner(s) of project site or trail corridor: City of Englewood                                                                                                                                                                                                                                                                          |                                                          |                                |
| Has a site plan for this project location been <b>approved</b> ? When? No, playgrounds are exempt from site plan review/approval in City of Englewood.                                                                                                                                                                                             |                                                          |                                |
|                                                                                                                                                                                                                                                                                                                                                    |                                                          | <b>Criteria #3</b>             |
| If not, is a site plan pending? Expected date to be adopted?                                                                                                                                                                                                                                                                                       |                                                          |                                |
| <b>Summary Project Description</b>                                                                                                                                                                                                                                                                                                                 |                                                          |                                |
| In one sentence tell us what you will do with the grant money and what the end result will be: The City of Englewood will replace existing ten to twenty year old outdated playground equipment at Northwest Greenbelt with modern, safe and ADA compliant playground modules including rubberized fall zone surfacing and ADA accessible walkway. |                                                          |                                |
|                                                                                                                                                                                                                                                                                                                                                    |                                                          | <b>Criteria #1</b>             |

In 150 words or less, write a press/news release about your project (project name, location, agency, goal for the project/end result, who will benefit, why it is important, etc.): Criteria #2

Englewood Playground Renovation at Northwest Greenbelt  
 2222 West Vassar Avenue Englewood, CO 80110  
 City of Englewood

The City of Englewood will replace ten to twenty year old outdated/non-ADA compliant playground equipment at Northwest Greenbelt with modern, safe and ADA compliant playground modules. A new rubberized fall zone surface and ADA accessible walkway will be included in the project. Playground equipment will be age appropriate for 2 to 5 year old and 6 to 12 year old age ranges. The new playground facility will benefit the underserved Northwest Englewood community. Currently there is only one park and a greenbelt serving the neighborhood. The neighborhood is largely surrounded by Light and General Use Industrial (I-1 & I-2) businesses. The households in the northwest Englewood neighborhood are predominantly lower income and the children from this neighborhood will greatly benefit from having a renovated and updated playground facility.

**Project Financial Summary:** (same numbers as budget page – round all figures to nearest \$100) Criteria #3

|                          |   |           |                                                                          |
|--------------------------|---|-----------|--------------------------------------------------------------------------|
| 1. Grant Request         |   | \$156,200 | total requested from County                                              |
| 2. Cash Match Funds      | + | \$89,100  | applicant cash match must be minimum 25% of project sub-total (line 5)   |
| 3. Other Cash Sources    | + | \$ N/A    | funding from other sources                                               |
| 4. In-kind contributions | + | \$ N/A    | total value of in-kind contributions                                     |
| 5. Project sub-total     | = | \$245,300 | total of lines 1, 2, 3 and 4                                             |
| 6. Contingency           | + | \$15,100  | estimate, may not be charged to County and may not be used as cash match |
| 7. TOTAL PROJECT COST    | = | \$260,400 | Total must equal lines 5 and 6 above                                     |

Line 7 (above) must equal all expenses plus contingency and must be the same as the \$ figure on the detailed budget page included later in the grant application. Please double check that all figures are the same on this page and on the budget attachment.

**Project Partners** (list contributing partners - cash or in-kind; itemize in the budget; **attach letter(s)**) Criteria #4

**Funding / In-kind Partners** **Contact Information:** (Name, Phone, E-mail)

|  |  |
|--|--|
|  |  |
|  |  |

**Authorized Agent and Signature** Criteria #4

I, Jerrell Black, Director, hereby affirm that I am the authorized agent for the City of Englewood  
 (print name legibly) (City or District)  
 \_\_\_\_\_ applying for the grant as described herein, and that I am legally authorized on behalf of  
 said entity to apply for, as its agent, this Arapahoe County Open Space Grant and that I have received and agree  
 to abide by the grant guidelines, policies and procedures.

|                                                   |              |
|---------------------------------------------------|--------------|
| <b>Signature &amp; Title of Authorized Agent:</b> | <b>Date:</b> |
|                                                   |              |

**Resolution or Letter of Commitment:** Criteria #4

**Attach** an official, dated Resolution or an official letter from the mayor, board chair or authorized official stating your agency's full commitment to this project. Resolution/letter must include certifying statements as follows: 1) the project concept has been approved prior to the application deadline; 2) agency is prepared to complete the project;

3) matching funds are secured; 4) the completed project will be open to the public or serve a public purpose; and 5) the project meets the minimum qualifications spelled out in the instructions/guidelines in this application.

## PART B – Project Details

All Criteria

Select the appropriate project category below. Then, provide the required information requested in each box. Then complete the additional section required for ALL projects. Please keep responses succinct and focused on the question. Use font size no larger than 11pt. Refer to Section III for Additional Guidelines and Tips.

**Trail Project:** (projects that are mostly trail construction or renovation/restoration, trail related bridges or road crossings or trail head parking/shelters)

**Criteria # N/A**

|   |                                                                                                                                                                                               |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Describe project goal and extent/scope and expected results (what will project provide, length of new or renovated trail, bridges, trail heads):                                              |
| 1 | Describe trail surface(s):                                                                                                                                                                    |
| 1 | Discuss the current use of the land and plans for multiple uses in the future:                                                                                                                |
| 2 | Describe service area for this project (include surrounding region, destinations, connections, etc.):                                                                                         |
| 2 | Describe types of users for this trail (bicyclists, walkers, in-line skaters, horse riders):                                                                                                  |
| 2 | Discuss steps you will take to minimize impacts to the environment:                                                                                                                           |
| 3 | Summarize your planning efforts to date and investments made prior to submitting a grant proposal. Quantify and describe any past funding commitments or grant used to pre-plan this project: |
| 3 | Describe efforts made, dates and outcomes of required pre-submittal meetings with the planning department in your jurisdiction:                                                               |
| 3 | Describe how the trail project will be designed, constructed and managed for sustainability:                                                                                                  |
| 3 | Discuss contingency plans. On the budget page include a contingency line item in both the revenue section and expense section (both assigned to the applicant).                               |
| 6 | Describe how this project improves access and connectivity to any existing trail network, natural resources and/or community resources:                                                       |

**Site Improvement/Construction Project:** (site improvements, construction or renovation projects such as natural area re-vegetation/restoration, historic site or building restoration, playgrounds, shelters, landscaping, sport fields, **may include** short trail segments or connections but majority of project is site improvements other than the trail; may include items that improve the management / maintenance of site)

**Criteria #**

|                |                                                                                                                                                                                                                                                                                                                                                                             |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1              | Describe project goal and extent/scope and expected results (what will project provide, size, square or lineal feet, number of plants or square feet of landscaping, irrigation, acres re-vegetated or restored, etc.):                                                                                                                                                     |
| 1 <del>N</del> | Discuss how the site is currently managed and programmed, and the impacts of multiple uses: The current playground lies on the outer most boundary within Northwest Greenbelt. The greenbelt is a drainage way for Harvard Gulch. Northwest Greenbelt primarily serves as open space and a trail connection to the South Platte River.                                      |
| 2 <del>N</del> | Describe the service area for this project (distance people can expect to travel to use improvements): Northwest Greenbelt and the playground located within the park are considered a neighborhood park and have a service area of a half mile radius surrounding the park. The cumulative park service area value is within 1.41 to 2.40 acres per 1000 population value. |
| 2 <del>N</del> | Describe the type of users (families, children, seniors, etc.): The type of users will predominantly be children (2 to 12 year old age range) and their parents. A number of seniors live in the area and will likely visit the playground with their grandchildren.                                                                                                        |
| 2 <del>N</del> | Discuss steps you will take to minimize impacts to the environment: The playground is located within an irrigated bluegrass greenbelt. Construction will have negligible environmental impact. Erosion control will be in place during construction.                                                                                                                        |
| 3              | Summarize your planning efforts to date and investments made prior to submitting a grant proposal. Quantify and describe any past funding commitments or grant used to pre-plan this project:                                                                                                                                                                               |
| 3              | Describe efforts made, dates and outcomes of required pre-submittal meetings with the planning department in your jurisdiction:                                                                                                                                                                                                                                             |
| 3              | Describe how the project will be designed, constructed and managed for sustainability:                                                                                                                                                                                                                                                                                      |
| 3              | Discuss contingency plans. On the budget page include a contingency line item in both the revenue section and expense section (both assigned to the applicant)                                                                                                                                                                                                              |
| 6 <del>N</del> | Describe how the project improves connectivity to local or regional trails, natural resources and/or community                                                                                                                                                                                                                                                              |

|                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                          | resources: The new playground will attract many new users and increase the usage from former and current users of the playground and greenbelt. The playground will become a stop-off point for families using the Harvard Gulch trail, which runs through the greenbelt. The playground will be the first major improvement the northwest Englewood neighborhood has seen in approximately 30 years.                                                                                                                                                                                                   |
| <b>Acquisition Project:</b> (involving fee simple acquisition of land for public open space, park or trails; acquisition of buffer land; acquisition of a conservation easement and/or acquisition of water rights. See Section III: <i>Additional Guidelines and Tips</i> for more details and notice regarding use-restrictions on land acquisitions.) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Criteria # N/A</b>                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 1                                                                                                                                                                                                                                                                                                                                                        | Describe project goal, extent/scope, expected results (acreage, location, estimated value, volume (water), proximity to existing park, open space, trail, etc.); discuss intended use:                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2                                                                                                                                                                                                                                                                                                                                                        | Describe the conservation values and public benefits/value of the land, easement or water resource:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2                                                                                                                                                                                                                                                                                                                                                        | Describe the service area and intended users (include distance people may need to travel to access site):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3                                                                                                                                                                                                                                                                                                                                                        | Summarize your planning efforts to date and investments made prior to submitting a grant proposal:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3                                                                                                                                                                                                                                                                                                                                                        | Describe efforts, dates and results of initial consultation(s) held with the County Open Spaces Dept:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 3                                                                                                                                                                                                                                                                                                                                                        | List the due diligence items you will pursue (such as appraisal, environmental site assessment, land survey, inspections, title commitment, geo-remoteness analysis, stewardship endowment, etc.) Include costs for each as an expense in the budget. (These items may need to be reviewed by the County prior to transfer of funding.)                                                                                                                                                                                                                                                                 |
| 6                                                                                                                                                                                                                                                                                                                                                        | Describe how the project improves connectivity to trails, natural resources and/or community resources:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Environmental or Cultural Education/Interpretation Project:</b> (projects focused on environmental or cultural education or interpretation installations, may include associated sign bases, panels, landscaping, benches or shelters but primary purpose for the project is environmental education/interpretation)                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Criteria # N/A</b>                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 1                                                                                                                                                                                                                                                                                                                                                        | Describe the project goal, extent/scope, expected results and deliverables (interpretive exhibit, number of signs or panels, bio-facts or artifacts, interactive elements, associated site improvements, etc.):                                                                                                                                                                                                                                                                                                                                                                                         |
| 1                                                                                                                                                                                                                                                                                                                                                        | Describe the project theme and sub-themes:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 2                                                                                                                                                                                                                                                                                                                                                        | Describe the targeted audience and why is this project important to that audience:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5                                                                                                                                                                                                                                                                                                                                                        | Discuss the long-term educational outcomes expected as a result of completing this project:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 6                                                                                                                                                                                                                                                                                                                                                        | Describe how the project connects people to each other, the natural environment and/or community resources:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Other Projects:</b> (describe other eligible projects such as historic or heritage properties, stream related projects, wildlife habitat or corridors, water quality projects, that do not fit into one of the above categories)                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Criteria # N/A</b>                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 1                                                                                                                                                                                                                                                                                                                                                        | Describe the project goal, extent/scope, expected results and deliverables for this project:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2                                                                                                                                                                                                                                                                                                                                                        | Describe the service area for this project:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 2                                                                                                                                                                                                                                                                                                                                                        | Describe the type of users:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 6                                                                                                                                                                                                                                                                                                                                                        | Discuss how the project improves connectivity to trails, natural resources and/or community resources:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>For All Projects: (the following questions are to be answered for all project types)</b>                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Criteria #</b>                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 1N                                                                                                                                                                                                                                                                                                                                                       | Discuss the need and urgency for this project, and why it is a priority: The need and urgency for new playground equipment is high. The Northwest Englewood neighborhood has not had any improvements to their park areas in 20 to 30 years. It is important to demonstrate to this community that they have not been forgotten and the city is willing to invest Arapahoe County Open Space funds in their neighborhood.                                                                                                                                                                               |
| 1N                                                                                                                                                                                                                                                                                                                                                       | Describe any historic values within the site – historic trails, buildings, landscapes, etc.: There are no historic values within the playground renovation sites.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1N                                                                                                                                                                                                                                                                                                                                                       | Identify the <u>native</u> ecosystems, in general, underlying the project site (e.g. short grass prairie, wetlands, etc.): Do any portions of the native systems remain intact? If so, are they being preserved or restored? There are no native ecosystems impacted by the playground renovation. The playground is located in an irrigated bluegrass greenbelt.                                                                                                                                                                                                                                       |
| 1N                                                                                                                                                                                                                                                                                                                                                       | Describe <u>specific</u> natural resources including scenic and water resources. List predominant wildlife species and vegetation on site. Discuss impacts, positive and negative, to these resources to result from your project. Highlight any species on state or federal lists. (For birds please group species – i.e. songbirds, raptors, etc.): The playground renovation will result in little or no impact to the natural resources in the area. Predominant wildlife species include red fox squirrel, rabbit, red fox, coyote and various bird species typical in the urban/suburban setting. |
| 2N                                                                                                                                                                                                                                                                                                                                                       | Estimate the number of end-users monthly that will benefit from this project: Estimated monthly end-users: 430                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 <sup>v</sup> | Describe how this project addresses specific objectives of County Open Space Resolution #030381/#110637: The Englewood Playground Renovation at Northwest Greenbelt addresses the specific objectives set forth in the County Open Space Resolutions #030380 and #110637 by providing, maintaining and improving neighborhood parks per Section VIII.C. 3. D.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2 <sup>v</sup> | List the elements of the Arapahoe County Open Space Master Plan that apply to this project: The Arapahoe County Open Space Master Plan's Mission and Purpose Statement proposes to maintain and improve neighborhood parks in the study area of the master plan including the City of Englewood. Goal # OS 1.2 establishes level of service standards for parks and trails in growth areas policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 2 <sup>v</sup> | Discuss the community benefits and enhancement to quality of life to result from the completion of this project (both for the immediate community and the wider public in the surrounding region): Currently neighbors to the playground travel to nearby Denver parks to utilize playgrounds for their children. The surrounding community has requested that the playground be updated to allow parents and children to utilize and play in a local playground rather than having to travel outside the area. The playground renovation would allow older children access to a play facility without having parental supervision at a park some distance away. The new playground will benefit the community and enhance the quality of life for the neighborhood by creating a new gathering place or focal point for a community that currently has very little in the way of recreational opportunities.                                                                                                                                                                                                                                                                                                                                    |
| 3 <sup>v</sup> | Describe relationship of the project to any local, regional, state or system wide master plan. Give the name of each plan and list related element(s) within the plan – DO NOT attach any plan beyond a one-page rendering: 2006 Englewood Parks and Recreation Master Plan -<br><b>Northwest Greenbelt</b> - The Northwest Greenbelt/West Harvard Gulch Trail originates in the City of Denver at Federal Boulevard, and follows the Harvard Gulch alignment where it enters the City of Englewood at Zuni Street. The City of Englewood and Urban Drainage and Flood Control are currently working together to extend the trail from Raritan Street to the east to connect with the South Platte River Trail. An existing outdated playground sits at the intersection of Vasser and Tejon Streets within the greenbelt. The playground serves the northwest section of Englewood. Amenities within the playground are inadequate and outdated in serving the needs of the community. New playground equipment would greatly enhance the conditions for play from children in the neighborhood and would be an asset in attracting children and adults into the greenbelt via the trail connection from the Platte River to Federal Boulevard. |
| 3 <sup>v</sup> | Describe the steps taken to date to make this project ready for implementation, and how, if funded your agency will complete the project within one to two years after the receipt of funds: Playground design and cost estimates have been developed. Englewood City Council supports moving forward with this project by allocating shareback funds for the project and a resolution. Upon successful award of this grant, the playground renovation will be bid out for construction. Staff anticipates that bidding, bid award and construction to take no longer than 6 months depending on weather.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3 <sup>v</sup> | List any permits that will need to be obtained for implementation of the project and existing status of obtaining those permits. (Clean Water, Federal 404, County Planning or Public Works, City Planning or Public Works). On the budget page, itemize expected costs for permits, government fees and consultants: Grading and stormwater permits will be required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 3 <sup>v</sup> | Does the present zoning of the site permit the suggested use? If not, what changes will need to be accomplished? What is the timeline to accomplish any required changes? Northwest Greenbelt is zoned R-2-B and the playground is a permitted use.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 4              | <del>Discuss any efforts to obtain public input, disseminate public information, develop partnerships for cash funding or in-kind contributions, and garner community support specifically related to this project:</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 4 <sup>v</sup> | Describe ownership or legal access to the site, including right of access without trespassing on adjacent property. If the agency does not have fee simple ownership of the site, <b>attach letter from property owner(s) granting access and support for this project:</b> The City of Englewood established and owns the property. The property is maintained as open space/park land and is open to the public from 6 am to 11 pm daily.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5 <sup>v</sup> | Describe long-term maintenance of project / site. <b>Attach a letter of commitment or evidence of agreement</b> from the management/maintenance agency addressing long-term maintenance / funding of completed project: Please see attached long term maintenance letter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6 <sup>v</sup> | Describe how this project addresses inclusivity per the Americans with Disabilities Act guidelines: The playground renovation project will address inclusivity per ADA guidelines through the addition of a new wheel chair assessable sidewalk to the playground. Inclusivity will also be addressed on the playground with the addition of a poured in place rubberized surface to allow access to the play structures. Engineered wood fibar                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | mulch will also be used in the remainder of the areas surrounding the play equipment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6✓ | If successful in obtaining this grant, how will the agency use this project to inform citizens about the value of the Arapahoe County Open Space sale tax? Address public outreach plan, signage plan, celebration, etc. Information concerning the playground renovation and the use of ACOS sales tax dollars at Northwest Greenbelt will be included in the Englewood Herald newspaper along with grand opening celebration information and a public invite. Information will also be disseminated via the city's web site and in the Englewood Citizen newsletter, which the city distributes to all Englewood households. An Arapahoe County Open Space sign will be installed at the playground before the grand opening celebration. County Commissioners and OSTAB board members will be invited to the community grand opening. |

**PART C – Maps, Plans, Drawings** Criteria # 1

Each set of application materials shall include the following maps, maximum size 11"x17" folded to 8.5"x11":

- a. Vicinity map – showing roads and the project area within a larger geographic context. The vicinity map should be in color and include the location of the site as well as significant landmarks and crossroads.

Attach to the vicinity map driving directions to the project site, starting from the Arapahoe County Open Space Office at 6934 S Lima St., Centennial CO 80112, to orient the evaluation team for a site visit.

- b. Project site map, plan or drawing – showing pertinent locations and/or elements of your project  
c. A topographic map of the site (if not integral to the project site map).

**PART D – Photos** Criteria # 2

Please include two or three color photos of the proposed project. Photos must be high resolution (300 dpi), enlarged to 8"x10" for the printed copies. When saving files to the compact disc, if you scan the application materials and save as one complete Adobe PDF file, please save the digital photos again on the disc as separate and individual high resolution jpeg files. Label for each jpeg file should include the word "photo".

**PART E – Project Timeline** Criteria # 2 and # 3

Provide a detailed timeline using the template below to list major tasks and estimated time of completion. Also include dates for status reporting, project completion, installation of grant signage and final reporting. Provide an estimated date when completed project will be used or open for public benefit.

Consider scheduling a ribbon cutting or celebration to encourage community ownership and pride.

Project status reports are due by January 31 each year. Subsequent brief status reports are appreciated at six month intervals thereafter. Grant projects are to be completed within one to two years after funds transfer. Signage is to be installed in a timely fashion. Final report is due within 60 days after completion.

**PART E – {Timeline Template} (Project Name): Englewood Playground Renovation at NWGB**

| Task                                                         | Estimated Hours and/or Date to Complete | Responsible Person/Group | Measurable Objective/Deliverable |
|--------------------------------------------------------------|-----------------------------------------|--------------------------|----------------------------------|
| IGA Finalized                                                | August 2012                             | Englewood                | Final IGA Document               |
| Bid Playground Project                                       | August 2012                             | Englewood                | Bid documents for construction   |
| Project Construction                                         | September 2012                          | Englewood                | Contractor demo and construction |
| Grant Status Report                                          | January 2013                            | Englewood                | Grant/status update on project   |
| Project Completed                                            | March 2013                              | Englewood                | Playground ready for use         |
| Grand Opening Celebration                                    | April 2013                              | Englewood                | Celebration and recognition      |
| <b>Estimated TOTAL Hours and/or Final Date of Completion</b> | March 2013                              |                          |                                  |

**PART F – Support Letters**  
(minimum of 2; maximum of 8 letters)

Criteria # 4

Applicant must provide evidence of support from both internal and external sources. Evidence is in the form of: authorized signatures, official Resolution or commitment letter from the agency; plus letters of support, with no significant controversy expressed by the community or landowner(s). See the “submission instructions checklist” and the “authorized signatures” sections (above). Prior to securing support documents, applicant should be confident that proposal will meet all minimum qualifications.

Letters of commitment or support should be limited in length, and come from:  partners {attach w/ Part A};  the highest authority in the applicant’s agency {attach w/ Part A};  property owner of site, if applicable {attach w/ Part B};  the maintenance department / contractor {attach w/ Part B}; and  citizens, business leaders, or government {attach as Part F}. Letters must be project-specific, original in nature and current.

Start securing documentation early, allowing plenty of time for letters to be delivered directly to you prior to the deadline, for inclusion in the 13 sets of application materials for submission.

**Each letter should be addressed to: “Arapahoe County Open Spaces”,** and mailed to your agency. Letters arriving separately from the application packet or after the submission deadline may be discarded. See Section III, *Additional Guidelines and Tips*, page 16 under “Evidence of strong community support”.

**PART G – Budget**

Criteria # 3

See instructions, refer to sample budget, and use the budget template below.

**Part G – Sample Project Budget – Round off figures to nearest \$100**

Use this format. Under “Sources of Funds” list the specific grant request as well as contributions from your agency and funding partners. Under “Uses of Funds,” list major budget items or expenditures in categories appropriate to your project. Include anticipated costs for permit fees, design, engineering, contract labor, equipment, signage, etc. Once grants are awarded, the actual expenses are expected to be consistent with proposed expenses. Contingency funds are to be: 1) provided by the applicant; 2) not charged against the County grant; 3) not part of the minimum cash match (must be above and beyond minimum); and 4) not applicable to land acquisition or education projects.

| Sources of Funds                                                 | Date      | County Grant Request      | Cash Match       | In-Kind Match   | Total Project Funds |
|------------------------------------------------------------------|-----------|---------------------------|------------------|-----------------|---------------------|
| Arapahoe County Open Space Grant                                 | 6/2012    | \$ 39,800                 |                  |                 | \$ 39,800           |
| Applicant (Town of Blue Lake)                                    | 1/2012    |                           | \$ 5,700         | \$ 500          | \$ 6,200            |
| State Trails Fund Grant                                          | 12/2011   |                           | \$ 2,000         |                 | \$ 2,000            |
| Partners (Madison City)                                          | 2/2012    |                           | \$ 1,000         | \$ 1,000        | \$ 2,000            |
| Partners (Trail Volunteers)                                      | 5/2013    |                           |                  | \$ 1,000        | \$ 1,000            |
| Contingency (≈10% of total project)                              | 1/2012    |                           | \$ 5,000         |                 | \$ 5,000            |
| <b>Totals - Sources of Funds</b>                                 |           | <b>\$ 39,800</b>          | <b>\$ 13,700</b> | <b>\$ 2,500</b> | <b>\$ 56,000</b>    |
| Uses of Funds – Expenditures                                     | Date      | From County Grant         | Cash Match       | In-Kind Match   | Total Project Costs |
| Planning Fees, Permits, Etc.                                     | 10/2012 + | \$ 12,500                 | \$ 2,300         |                 | \$ 14,800           |
| Project Materials–crusher rock, culverts, trail edging, bollards | 5/2013    | \$ 14,400                 |                  | \$ 1,500        | \$ 15,900           |
| Professional Services:                                           |           |                           |                  |                 |                     |
| Trail Design                                                     | 11/2012   | \$ 11,200                 | \$ 3,800         |                 | \$ 15,000           |
| Crew Leader Training                                             | 4/2013    |                           |                  | \$ 1,000        | \$ 1,000            |
| Other:                                                           |           |                           |                  |                 |                     |
| Volunteer Support                                                | 5/2013    |                           | \$ 1,500         |                 | \$ 1,500            |
| Youth Corps                                                      | 5/2013    | \$ 1,300                  | \$ 900           |                 | \$ 2,200            |
| Required grant project sign                                      | 4/2013    | \$ 400 mandatory minimum  | \$ 200           |                 | \$ 600              |
| <b>Subtotal – Project Costs</b>                                  |           | <b>\$ 39,800</b>          | <b>\$ 8,700</b>  | <b>\$ 2,500</b> | <b>\$ 51,000</b>    |
| Contingency (≈10% of total project)                              | 5/2013    | - not charged to County - | \$ 5,000         |                 | \$ 5,000            |
|                                                                  |           |                           |                  |                 |                     |
| <b>Totals – Cost plus contingency</b>                            |           | <b>\$ 39,800</b>          | <b>\$ 13,700</b> | <b>\$ 2,500</b> | <b>\$ 56,000</b>    |

**GRAND TOTALS IN FAR RIGHT COLUMN** {Must equal grant request + cash match + in-kind match (= subtotal) + contingency} **\$ 56,000**

**Part G – {Budget Template}** – Complete this form. Refer to instructions on sample budget page above. Add more lines as needed. Round all figures to nearest \$100. Double check all figures and column totals. Make sure all totals for the Sources of Funds are equal to the totals of Uses of Funds. Transfer totals from this page to the Project Financial Summary box found in Part A.

Name of Project Englewood Playground Renovation at Northwest Greenbelt Name of City / District City of Englewood

| Sources of Funds                    | Date           | County Grant Request      | Cash Match       | In-Kind Match         | Total Project Funds   |
|-------------------------------------|----------------|---------------------------|------------------|-----------------------|-----------------------|
| Arapahoe County Open Space          |                | \$156,200                 | n/a              | n/a                   | \$156,200             |
| Applicant cash match                |                | n/a                       | \$89,100         |                       | \$89,100              |
| Other funding source                |                |                           |                  |                       | \$ other cash/in-kind |
| Other funding source                |                |                           |                  |                       | \$ other cash/in-kind |
| Contingency (≈10% of total project) |                | - not from County grant - | \$15,100         |                       | \$15,100              |
|                                     |                |                           |                  |                       |                       |
| <b>Totals - Sources of Funds</b>    |                | <b>\$156,200</b>          | <b>\$104,200</b> | <b>\$ Other match</b> | <b>\$260,400</b>      |
|                                     |                |                           |                  |                       |                       |
| Uses of Funds – Expenditures        | Projected Date | From County Grant         | Cash Match       | In-Kind Match         | Total Project Costs   |
| Remove Playground Sand              |                | \$10,500                  | \$               |                       | \$10,500              |
| Remove Sidewalk                     |                | \$100                     | \$               |                       | \$100                 |
| Remove Play Equipment               |                | \$1,500                   | \$               |                       | \$1,500               |
| Remove Curb                         |                | \$700                     | \$               |                       | \$700                 |
| Subgrade Preparation                |                | \$                        | \$5,300          |                       | \$5,300               |
| Fill                                |                | \$1,300                   | \$               |                       | \$1,300               |
| Blading                             |                | \$1,900                   | \$               |                       | \$1,900               |
| Concrete Walk                       |                | \$                        | \$6,900          |                       | \$6,900               |
| Concrete Ramp                       |                | \$1,600                   | \$               |                       | \$1,600               |
| Playground Edger                    |                | \$8,600                   | \$               |                       | \$8,600               |
| Rubber Surfacing                    |                | \$15,100                  | \$68,900         |                       | \$84,000              |
| Playground Equipment                |                | \$92,500                  | \$               |                       | \$92,500              |
| Sod                                 |                | \$10,600                  | \$               |                       | \$10,600              |
| Topsoil                             |                | \$                        | \$3,900          |                       | \$3,900               |
| Soil Preparation                    |                | \$                        | \$1,100          |                       | \$1,100               |
| Cedar Mulch                         |                | \$100                     | \$               |                       | \$100                 |
| Irrigation                          |                | \$                        | \$3,000          |                       | \$3,000               |
| Mobilization                        |                | \$7,000                   | \$               |                       | \$7,000               |
| Surveying                           |                | \$1,500                   | \$               |                       | \$1,500               |
| Erosion Control                     |                | \$1,100                   | \$               |                       | \$1,100               |
| Permits (grading & stormwater)      |                | \$400                     | \$               |                       | \$400                 |

|                                                           |                         |                                                 |                  |                         |                                |
|-----------------------------------------------------------|-------------------------|-------------------------------------------------|------------------|-------------------------|--------------------------------|
| Testing and Inspections                                   |                         | \$1,300                                         | \$               |                         | \$1,300                        |
| Sales Tax                                                 |                         | \$                                              | \$               |                         | \$                             |
|                                                           |                         | \$                                              | \$               |                         | \$                             |
| Required signage acknowledging grant from Arapahoe County | install upon completion | minimum \$400 required budget expense line item |                  |                         | \$ 400 required budget expense |
| <b>Subtotal – Project Costs</b>                           |                         |                                                 |                  |                         |                                |
| Contingency (≈10% of total project)                       |                         | - not charged to County -                       | \$15,100         |                         | \$15,100                       |
| <b>Totals – Cost plus contingency</b>                     |                         |                                                 |                  |                         |                                |
|                                                           |                         | <b>\$156,200</b>                                | <b>\$104,200</b> | <b>\$ total in-kind</b> | <b>\$260,400</b>               |

**GRAND TOTALS IN FAR RIGHT COLUMN** {Must equal grant request + cash match + in-kind match (= subtotal) + contingency} **\$260,400**

|                             |              |
|-----------------------------|--------------|
| Authorized Signature: _____ | Date: _____  |
| Print Name: _____           | Title: _____ |

### Section III. Additional Guidelines & Tips

**Please refer to these guidelines to assist in completing your grant proposal**

**Governing Law:**

Refer to County Open Space Resolution #030381, as amended by Resolution #110637 which governs the use of Open Space tax funds. Grant proposals must further these goals and guidelines, [www.co.arapahoe.co.us/Departments/PW/OpenSpaceProgram/OpenSpaceResolution/openspaceresolution.asp](http://www.co.arapahoe.co.us/Departments/PW/OpenSpaceProgram/OpenSpaceResolution/openspaceresolution.asp). Applicant must be familiar with this law to accurately complete the application. Each project element and budget expense must comply. Items not allowed under the Resolution cannot be funded.

**Funding Allocations for 2012 Grant Round:** (notes as related to grant categories discussed in Section I, page 3)

The County anticipates allocating 85% of the cumulative grant fund balance for Standard Grants, i.e. around \$2.1 million for eight or more grants; and allocating 10% for Planning Grants - approximately \$250,000 - for five or more grants; and 5% for Small Grants - approximately \$125,000 for five or more grants. These plans are subject to available funding as of May 15, 2012, and subject to the number of grant applications submitted, the merits of each, and final decisions by the Board of County Commissioners. Funds not ultimately assigned to a category may be moved to another category as needed. The applicant should consider needs and priorities as well as which project(s) most closely match the County's funding criteria.

Each category has its own application form. All application forms have been revised. Please toss or delete any previous version. Select the proper application form for each type of grant. Failure to use the proper application form may result in immediate disqualification of a grant application.

**Requirements and Minimum Qualifications:** (notes as related to Section I shown on pages 3-4)

\* **Applicant eligibility** – the agencies in Arapahoe County which are eligible, by law, to apply for County Open Space grants are the following: 1) incorporated municipalities; 2) recreation districts; 3) special districts that provide recreational services or amenities.

\* **Format** – application forms are in WORD format, which allows for customization of the length of responses within a grant proposal. However, the applicant is not at liberty to change the formatting of templates, tables, or sequencing. Failure to follow instructions and format puts the applicant's proposal at risk of disqualification, or reduction in score.

\* **Alignment of project with County Open Space Master Plan** – applicant is expected to understand and address the County's Open Space Master Plan to complete the grant application. See <http://www.co.arapahoe.co.us/Departments/PW/OpenSpaceProgram/MasterPlan/OpenSpaceMasterPlan.asp>. Proposed projects that do not advance the goals of the Master Plan may be candidates for disqualification. Applicant should also have on file its own agency master plan. Proposed project should fit within the scope of this adopted plan. Discuss its relevance, plus any linkage to other local, regional, state or system wide master plans. Give the name of each plan with a list of related element(s). DO NOT attach any plan beyond a one-page rendering which may satisfy the map requirement herein. If your city or district does not have its own adopted plan, explain and focus on alignment with the County Master Plan.

\* **Allowable uses of grant funds – per the County Open Space Resolution #030381, as amended by Resolution #110637** to meet the guidelines set forth in the Resolutions. <http://www.co.arapahoe.co.us/Departments/PW/OpenSpaceProgram/OpenSpaceResolution/grantprogram.asp>. If in doubt, contact the County grants administrator for clarification or plan to pay for such costs through matching funds. Non-conforming elements or budget line items may be excluded from funding (red-lined) at the discretion of the County, and/or the grantee may be required to pay for such.

### **Additional Guidelines & Tips – continued**

\* **Matching funds** – required matching funds from the applicant are to be in the form of **cash**. Committing additional funds above the minimum and securing partners with more match is encouraged and strengthens the grant proposal. The County may consider well-documented in-kind matches in lieu of some cash match on a case-by-case basis. Contingency funds shall **not** be substituted for cash match. Estimated contingency shall be shown in the budget as above and beyond cash match. Grant funds received from another open space grant from Arapahoe County cannot be used as match for another grant from the County. At time of submission, if you are awaiting results from an outside funding source such as GOCO or State Trails Program, please notify the County grant administrator of the status of such grant and expected timing of potential award.

**Contingency planning** – For construction, renovation and site improvement projects, include a line item in the budget of approximately 10% or more for unanticipated cost increases, contractor inflation, change orders, etc. The amount should be listed in both revenue and expense sections of the budget. These funds are to be charged to the agency's cash match and NOT listed under the County grant column. Contingency amount shall be above and beyond the minimum cash match provided by the applicant. Contingency should not apply to acquisition projects. Unspent contingency funds are accounted for in the final report which compares actual amounts to the original budget.

**Direct costs associated with pre-planning** – If you have incurred direct cash costs for due diligence, or deliverables directly associated with this project for design and planning, in order to meet the pre-submittal requirement for the grant proposal, you may identify in your budget a reasonable portion of those direct pre-submittal costs (those incurred within 90 days prior to the grant submission deadline), itemized in the "cash match" column (but do not include indirect costs such as staff time or overhead).

**Ineligible matching funds** – Value of agency capital assets, meeting room space, general overhead, and non-project related operating expenses of the city or district are NOT eligible for matching funds. Funds committed to a previous grant application may not be "counted" as cash match a second time for new project or against a second phase of a project. Matching funds from outside sources must also be "new" funds to be eligible.

\* **Focused scope of project, limited to one site location** – one goal for funding grant projects is to see on-the-ground results for public use in a short period of time. Complex, multi-pronged projects tend to get stalled. Therefore, each proposal should focus on a stand-alone project at one site, with elements that are ready to go and limited in scope as to what can be completed in the expected time frame. Combining two or more individual sub-projects, working at multiple locations, or lumping together of miscellaneous elements into one proposal is discouraged and may put the entire grant proposal at risk of a low score or disqualification. A complex multi-year project should be broken down into several phases. **Each phase** should be briefly described in the narrative of the grant proposal. However, the applicant should not infer that a future phase of a project will be funded, even if a grant is awarded for the first phase. The County is also not interested in granting time extensions for complex, delayed projects due to poor planning or other encumbrances.

\* **No major encumbrances at project site which could postpone or prohibit completion** – the applicant is responsible to conduct pre-submittal research and reveal any encumbrances or obstacles which could prevent a project from moving forward in a timely fashion. Examples: access, easements, floodplain issues, use-restrictions, zoning, permitting, utilities, liens, hazards, outside jurisdictional control, etc. Applicant must be confident and provide evidence if requested that prohibitive issues have been resolved or are likely to be resolved quickly, to assist in making grant funding decisions.

\* **Evidence of commitment from any identified funding partners** – this is a major criteria and priority for the County. Contributions from funding and in-kind partners are tangible and powerful. In Part A, provide a list of partners. In Part B, attach partner letter(s) describing their contributions and expectations. Partners may include service organizations, recreation and conservation groups, schools, businesses, HOA, or government agency. Quantify the value of volunteer time at \$21.60 per hour per the **Independent Sector**: [http://www.independentsector.org/volunteer\\_time?s=value%20of%20volunteer%20time](http://www.independentsector.org/volunteer_time?s=value%20of%20volunteer%20time).

\* **Commitment that the completed project will be open to the public or serve a public purpose** – the official Resolution / letter certifies this commitment.

#### **Additional Guidelines & Tips – continued**

\* **Required authorized signatures and dates (both signature page and budget page)** – if these items are missing, the application is disqualified.

\* **Evidence of full support from applicant's highest authority** – verification shall be in the form of an official Resolution or mayoral / board chair letter, stating that your city council or district board officially supports the project and this grant proposal.

\* **Evidence of completion of grant pre-submittal planning process and budgeting** - prior to asking the County for a funding commitment, the project should be thoroughly vetted internally, approved and budgeted, with matching funds committed by the local agency. Applicant must investigate and plan to pay for various jurisdictional requirements, involving permits, fees and deadlines. Grant proposals must include evidence that the project has been initially reviewed by the planning department of jurisdiction, (city or County) through the customary pre-submittal process. In the grant proposal, applicant is required to describe the process, dates and results of pre-submittal meetings held with governing jurisdiction(s) and itemize the anticipated costs for fees, permits, etc. Examples include: due diligence costs; planning / engineering review fees; building permits; surveying or mapping costs; environmental assessment; cleanup costs; consulting fees; utility fees; grading, drainage, erosion and sediment control plans and fees, etc.

Entities with projects in unincorporated Arapahoe County may be required, to submit a location and extent plan (L&E) prior to construction, to the County Public Works Department to be approved by the County Planning Commission. Fees to be charged by the County for planning/engineering review or permits, may be included in the grant request and shown as an expense against the grant. Contact the Planning Division at least two months prior to the application deadline to set up a pre-submittal meeting to review the process. The grant applicant acknowledges, by its authorized signature, a commitment to comply.

NOTE: If a construction project is not "ready to go" from a planning perspective, consider applying for planning grant instead, or delay application until planning is complete. Projects deemed not well planned or budgeted may score low or be disqualified for this grant cycle. For acquisition projects, describe the planning process for due diligence items in the narrative section and include related anticipated costs in the budget.

\* **Evidence of legal access to and support for work on the project site** – please describe and provide evidence of your legal access, including right of access without trespassing on adjacent property. If your agency does not have fee title, attach a letter of permission and support written by property owner(s) to access and impact the project site or trail corridor and/or adjacent area.

\* **Evidence of commitment to long-term site maintenance** – each proposed project should include a serious commitment to long-term maintenance of a project site, certified by an attached letter or agreement from either the applicant's maintenance department or the maintenance contractor. The maintenance agency must have adequate capacity and a funding stream to fulfill long-term commitment. Identify the final owner of the project (i.e. land, facilities, installed equipment). Describe current operations and future land management plan for the project. Discuss the anticipated life span of any improvements. Describe seasonal maintenance needs and anticipated annual budget needed to properly maintain the project for its useful life span. Discuss your financial plan for eventual replacement of depreciable assets. Discuss best management practices and sustainability. Attach commitment letter or agreement.

\* **Evidence of strong community support (no significant controversy)** – (notes related to Part F, Support Letters, page 11) The County assumes the applicant has spent adequate time garnering public support prior to submitting a grant proposal. Demonstration of effort includes a description of the process pursued to gain community support, a record of public meetings held, and support letters which indicate the community generally stands behind the project and is not likely to come forward later in opposition. If the applicant is unsure of broad community support, the grant proposal should be postponed until confidence is achieved. Number of community support letters per application should be: minimum of 2, maximum of 8 (in addition to any letter from a mayor, board chair, land owner, maintenance contractor or funding partner). Letters should be printed on the supporter's letterhead. No form letters please.

\* **Score minimum of 60 of 120 possible points on the composite score sheet** – once all scores are compiled and averaged, the project proposal must earn an average of at least 60 points; otherwise it will be disqualified for funding.

#### **Additional Guidelines & Tips – continued**

\* **Compliance with any past agreements regarding County open space grants** – the applicant agency must be considered by the County to be “in good standing” based on performance with current and/or past open space grant agreements. Evidence of compliance is found in County records regarding performance associated with required reporting, timeliness of project completion, major project delays leading to non-completion, multiple requests for extensions of time for completion, failure to comply with signage requirements, poor site maintenance, violation of a conservation easement agreement, refusal to acknowledge funding source, etc.

#### **Project Ideas:**

Projects that tend to receive **higher** point scores using the evaluation criteria are: land acquisitions; strategic construction / capital improvement to existing open space, park or trail corridor; development of a new park or trail; major renovation; land restoration; projects with high visibility and permanence.

Projects that tend to receive **lower** point scores: deferred / routine maintenance on a: a building, shelter, playground, irrigation system, sports court, well.

If in doubt about the eligibility of a proposed project idea or expense, contact the Open Space Grants Administrator for review prior to submitting a proposal.

#### **“Banking” of funds:**

County grant funds may NOT be “banked” over time in order to accumulate funds to initiate a project. Projects deemed not ready to implement within a reasonable time frame should NOT be proposed for grant funding until ready to go. At the end of a grant project, funds not spent per inter-governmental agreement between the County and grantee are to be returned to the County's grant fund.

#### **Pre-evaluation site visit:**

The grant evaluation team will conduct site visits to proposed projects within a few weeks after the grant application deadline. The brief (20 minute) site visits

are an opportunity for evaluators to observe the project site and ask questions of the applicant's project manager prior to conducting individual written evaluations. No formal presentation is expected, and "lobbying" is not allowed.

**Project start date:**

Notice to proceed coincides with the date of funds transfer. Spending of any the grantee's funds prior to execution of an IGA (inter-governmental agreement) is at the grantee's own risk.

**Compliance with Americans with Disabilities Act (ADA):**

Evaluators will seriously consider how the agency proposes to make this project a barrier-free recreational site. The narrative, as well as budget should reflect your policies and organizational capacity to reasonably accommodate users with disabilities. How does the ADA apply to your project, and how will it address inclusivity? Will you go beyond minimum requirements to satisfy public needs?

**Reimbursements:**

An open space grant "front-loads" a project, i.e. the money is transferred at the beginning, rather than during or after completion. Therefore, proposals should not include requests for reimbursements since the County intends to fund projects that need resources – not to backfill an agency's budget. An exception could be for a land acquisition where urgency is an issue near the application deadline. The County may consider a proposal to reimburse for a strategic acquisition if the closing was an urgent priority, and accomplished no more than 90 days prior to the grant application deadline.

**Additional Guidelines & Tips – continued**

**Due diligence required for land acquisition:** (notes as referred to in Section II, Part B, page 9 for acquisition projects)

Arapahoe County may wish to review the following due diligence items related to a land acquisition, prior to transferring funds to a grantee: real estate appraisal report, environmental site assessment, land survey, title commitment, closing settlement sheet, plan for funding the stewardship endowment (for conservation easements), etc. Funds are transferred at the time of real estate closing, after County review of due diligence items.

**Use-Restriction for land acquisition:** (notes as referred to in Section II, Part B, page 9 for acquisition projects)

Arapahoe County may require a legally binding use-restriction (such as a conservation easement) on land acquired with County Open Space funds, to ensure the long-term protection of lands for parks and open space purposes, pursuant to County Resolution #030381, as amended by Resolution #110637. Such restriction may require the removal of buildings or structures from a proposed site, or require that structures be excluded from the easement. Specifics will be outlined in the grant IGA.

Please identify the proposed holder of a conservation easement, and include cost of stewardship endowment (annual cost to hold and monitor an easement) in the budget. If your agency is contemplating a land acquisition, or nearing a closing, please contact the County open space acquisitions administrator for a grant pre-submittal consultation at least one month prior to the application deadline.

**Cost over-runs:**

If the project costs more than originally proposed, the excess costs shall be borne by the grantee. The County is not obligated to incur any additional cost. Grantee shall report actual costs compared with the original budget on a spreadsheet as part of the final grant report.

**Cost under-runs:**

If the project costs less than anticipated, the grantee must report all excess funds to the County in a status report or draft of the final report. The grantee shall be allowed to use up to 10% of the total County grant, which remains as excess funds, for identical or similar budgeted items, amenities or improvements related to the approved project at the same project site. Said funds shall not be transferred by grantee to another project, site or account. Requests to use excess funds greater than 10% of the grant must be approved in advance by the County. If request is not approved, excess funds shall be returned to the County Open Space grants program.

**Self Evaluation:**

Review and score your own proposal prior to producing the final version, OR, ask someone unfamiliar with your project to proof your first draft and evaluate it using the official score sheet, assigning point values to each criteria. Allow enough lead time for final editing.

☞ **End of Section III** ☞

## COUNCIL COMMUNICATION

|                                                             |                                |                                                                                                                                       |
|-------------------------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>Date:</b><br>February 21, 2012                           | <b>Agenda Item:</b><br>11 c ii | <b>Subject:</b><br>Resolution for a Supplemental Appropriation to the 2012 Public Improvement Fund Budget for a Fire Department Grant |
| <b>Initiated By:</b><br>Finance and Administrative Services |                                | <b>Staff Source:</b><br>Frank Cryglewicz, Director of Finance and Administrative Services                                             |

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council discussed this topic at the January 30, 2012 Study Session

### RECOMMENDED ACTION

Staff recommends that Council approve this supplemental appropriation for a total of \$86,600 for a grant to overhaul the fire bay exhaust systems to the 2012 Public Improvement Fund budget.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Fire Department obtained a grant from the Federal Emergency Management Agency (FEMA) to overhaul the fire bay exhaust systems which will protect the health and welfare of the City's firefighters.

### SOURCES AND USES OF FUNDS:

#### PUBLIC IMPROVEMENT:

#### SOURCE OF FUNDS:

|                                                         |                |
|---------------------------------------------------------|----------------|
| Grant Proceeds (FEMA) – Exhaust System Overhaul         | \$77,940       |
| Grant Match from Fund Balance – Exhaust System Overhaul | <u>\$8,660</u> |
| Total                                                   | \$86,600       |

#### USE OF FUNDS:

|                         |          |
|-------------------------|----------|
| Exhaust System Overhaul | \$86,600 |
|-------------------------|----------|

### FINANCIAL IMPACT

This action will reduce the fund balance in the Public Improvement Fund by \$8,660. The PIF may require a transfer of funds from the General Fund in the future to cover the shortfall of the match for this grant.

### LIST OF ATTACHMENTS

Proposed Resolution

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

**A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION TO THE 2012  
PUBLIC IMPROVEMENT FUND BUDGET FOR A FIRE DEPARTMENT GRANT.**

WHEREAS, the City of Englewood is required by City Charter to ensure that expenditures do not exceed legally adopted appropriations; and

WHEREAS, the 2012 Budget was submitted and approved by the Englewood City Council on October 17, 2011; and

WHEREAS, the Englewood City Council authorized acceptance of a Federal Emergency Management Agency Assistance Grant for a complete overhaul and update of Englewood's three fire station's exhaust extraction systems and the purchase of a radiation monitoring kit for the Chem Pro 100i hazardous materials detector with the passage of C. B. 2, Series of 2012; and

WHEREAS, the Assistance to Federal Emergency Management Assistance Grant awarded to the City is a matching funds grant with the City's obligation of \$8,660; and

WHEREAS, the passage of this resolution appropriates the necessary funding for the City's remaining costs of this Grant;

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

Section 1. The Budget for the General Fund of the City of Englewood, Colorado, is hereby amended for the year 2012, as follows:

**2012 SUPPLEMENTAL APPROPRIATION**

**PUBLIC IMPROVEMENT FUND:**

**SOURCE OF FUNDS:**

|                                                         |          |
|---------------------------------------------------------|----------|
| Grant Proceeds (FEMA) – Exhaust System Overhaul         | \$77,940 |
| Grant Match from Fund Balance – Exhaust System Overhaul | \$ 8,660 |

**USE OF FUNDS:**

|                         |          |
|-------------------------|----------|
| Exhaust System Overhaul | \$86,600 |
|-------------------------|----------|

Section 2. The City Manager and the Director of Finance and Administrative Services are hereby authorized to make the above changes to the 2012 Budget for the City of Englewood.

ADOPTED AND APPROVED this 21st 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><br>February 21, 2012                          | <b>Agenda Item</b><br><br>11 c iii | <b>Subject:</b><br>Award Pirates Cove Lazy River Painting Project                                                |
| <b>Initiated By:</b><br>Department of Parks and Recreation |                                    | <b>Staff Source:</b><br>Jerrell Black, Director of Parks and Recreation<br>Joe Sack, Recreation Services Manager |

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

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

Council has supported previous repair and maintenance projects to keep the facility operational and provide a safe environment to all guests.

### RECOMMENDED ACTION

Staff recommends that Council approve, by motion, a construction contract for the "Pirates Cove Lazy River Painting Project." Staff recommends awarding the contract to the lowest responsible bidder, PurePlay, in the amount of \$44,600.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

As with resurfacing of swimming pools, painting is also a recurring maintenance item in the aquatics area. Painting is used when other resurfacing options are financially unaffordable due to the size of the project. Painting of the lazy river will maintain the integrity of the pool wall surfaces and decrease additional repairs as well as improve clarity of the water to maximize guest safety. The lazy river has been painted twice in eight operational seasons.

The City of Englewood's objective is to hire a qualified and competent contractor to provide all labor, materials and equipment necessary to clean and power wash the lazy river to remove surface contaminants and loosed coating, patch holes in coating, apply primer and white top coat. The lazy river has an approximate water surface area of 8,181 square feet, the perimeter is 495.2 feet, the depth is three feet eight inches and it holds 218,489 gallons of water. This project will begin February 27, 2012 and will be completed on or before May 4, 2012.

### FINANCIAL IMPACT

Funds for this project were approved in the 2012 Conservation Trust Fund budget.

### LIST OF ATTACHMENTS

Bid Proposal Tabulations  
Contract

**City of Englewood Bid Tabulation Sheet**

**Bid Opening: February 1, 2012 2:00 P.M. MST**

**ITEM: ITB-12-003 Pirates Cove Lazy River Painting Project**

**Apparent Low Bidder**

| Contractor                             | Bid Bond<br>Y/N | Receipt of<br>Addendum 1<br>Y/N | Statement of<br>Qualifications<br>Y/N | Total Bid    | Exceptions: |
|----------------------------------------|-----------------|---------------------------------|---------------------------------------|--------------|-------------|
| Applewood Painting Co.                 |                 |                                 |                                       |              |             |
| 14000 W 78th Ave.                      |                 |                                 |                                       |              |             |
| Arvada, CO 80005                       |                 |                                 |                                       |              |             |
| 303-425-9071 Jimmy Anderson, President | Y               | Y                               | Y                                     | \$ 87,450.00 |             |
| Pureplay                               |                 |                                 |                                       |              |             |
| 7000 Broadway, Suite 107               |                 |                                 |                                       |              |             |
| Denver, CO 80221                       |                 |                                 |                                       |              |             |
| 303-539-8585 David Richards, President | Y               | Y                               | Y                                     | \$ 44,600.00 |             |

Pirates Cove Lazy River Pool Painting Project  
2012

**CONTRACT**

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this 22 day of February, 2012, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and Pureplay, "Contractor", whose address is 7000 Broadway Suite 107, Denver, CO 80221, commencing on the 4 day of January, 2012, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

**PROJECT: Pirates Cove Lazy River Pool Painting Project**

WHEREAS, proposals pursuant to said advertisement have been received by the Mayor and City Council and have been certified by the Director of Parks & Recreation to the Mayor and City Council with a recommendation that a contract for work be awarded to the above named Contractor who was the lowest reliable and responsible bidder therefore, and

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

NOW THEREFORE, in consideration of the compensation to be paid and the work to be performed under this contract, the parties mutually agree as follows:

- A. **Contract Documents**: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached or incorporated by reference constitute and shall be referred to either as the Contract Documents or the Contract and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto and they are as fully a part of this agreement as if they were set out verbatim and in full:
- Invitation to Bid
  - Contract (this instrument)
  - Insurance
  - Performance Payment Maintenance Bond
- B. **Scope of Work**: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all the work described, drawn, set forth, shown and included in said Contract Documents.
- C. **Terms of Performance**: The Contractor agrees to undertake the performance of the work under this Contract within **ten (10) days** from being notified to commence work by the Director of Parks & Recreation and agrees to fully complete said work by May 4, 2012, plus such extension or extensions of time as may be granted by the Director of Parks & Recreation in accordance with the provisions of the Contract Documents and Specifications.
- D. **Indemnification**: The city cannot and by this Agreement/Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other

Pirates Cove Lazy River Pool Painting Project

2012

person or entity, for any purpose. The Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including Worker's Compensation claims, in any way resulting from or arising out of this Agreement/Contract: provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and Employees.

- E. Termination of Award for Convenience: The City may terminate the award at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event all finished or unfinished service, reports, material (s) prepared or furnished by the Contractor after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the Contractor will be paid that amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful firm agreed to perform under this award, less payments of compensation previously made. If the award is terminated due to the fault of the Contractor the clause relating to termination of the award for cause shall apply.
- F. Termination of Award for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the Contractor shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.

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

- G. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being Forty-Four Thousand and Six-Hundred Dollars. (\$44,600.00)
- H. Appropriation of Funds: At present, \$44,600. has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, the parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement/Contract to the

Pirates Cove Lazy River Pool Painting Project

2012

contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated. The City shall immediately notify the Contractor or its assignee of such occurrence in the event of such termination.

- I. Liquidated Damages: The City and Contractor recognize that time is of the essence in this Agreement because of the public interest in health and safety, and that the City will suffer financial loss, and inconvenience, if the Work is not complete within the time specified in the bid documents, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by the City if the Work is not complete on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay the City **\$250** for each day that expires after the time specified for substantial completion until the Work is complete, and **\$250** for each day that expires after the time specified for final completion until the Work is finally complete.
- J. Assignment: Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.
- K. Contract Binding: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.
- L. Contractors Guarantee: The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of one (1) years from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of Parks & Recreation whose decision upon the matter shall be final and obligatory upon the Contractor.

**VERIFICATION OF COMPLIANCE WITH C.R.S. 8-17.5-101 ET.SEQ. REGARDING HIRING OF ILLEGAL ALIENS**

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

Pirates Cove Lazy River Pool Painting Project

2012

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

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

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

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

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

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



## COUNCIL COMMUNICATION

|                                                            |                                                                                                                  |                                                                |
|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>Date:</b><br>February 21, 2012                          | <b>Agenda Item</b><br><br>11 c iv                                                                                | <b>Subject:</b><br>Award Pirates Cove Pool Resurfacing Project |
| <b>Initiated By:</b><br>Department of Parks and Recreation | <b>Staff Source:</b><br>Jerrell Black, Director of Parks and Recreation<br>Joe Sack, Recreation Services Manager |                                                                |

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

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

Council has supported previous repair and maintenance projects to keep the facility operational and provide a safe environment to all guests.

### RECOMMENDED ACTION

Staff recommends that Council approve, by motion, a construction contract for the "Pirates Cove Competitive Pool Resurfacing Project." Staff recommends awarding the contract to the lowest responsible bidder, Atlantis Aquatic Group, in the amount of \$67,844.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Resurfacing of swimming pools is a recurring maintenance item in the aquatics area. The Pirates Cove Competition Pool is in need of resurfacing. Resurfacing will decrease additional repairs, reduce chemical treatment, increase water retention and improve clarity of the water to maximize guest safety. Diamond Brite has become the preferred product in pool resurfacing since it was first introduced in the early 1990s. Diamond Brite is very resistant to harsh conditions and chemicals. Its quartz aggregate and unique properties allow it to create a slip resistant and extraordinarily durable surface. The original surface of the competitive was painted. This project will be an improvement to Pirates Cove and will eliminate the need for painting.

The City of Englewood's objective is to hire a qualified and competent contractor to provide all labor, materials and equipment necessary to resurface the competition pool with Diamond Brite. The competition pool is approximately 82 feet by 45 feet with the depth varying from three and a half feet to twelve and a half feet. Re-tiling with ceramic tile all racing lanes, depth contrast lines, and targets were included as part of this bid. This project will begin February 27, 2012 and will be completed on or before April 30, 2012

### FINANCIAL IMPACT

Funds for this project were approved in the 2012 Conservation Trust Fund budget.

### LIST OF ATTACHMENTS

Bid Proposal Tabulations  
Contract

# City of Englewood Bid Tabulation Sheet

Bid Opening: January 31, 2012 2:00 P.M. MST

ITEM: ITB-12-002 Pirates Cove Competition Pool Resurfacing Project

**Apparent Low Bidder**

| Contractor                                  | Bid Bond Y/N | Receipt of Addendum 1 Y/N | Statement of Qualifications Y/N | Total Bid     | Exceptions:     |
|---------------------------------------------|--------------|---------------------------|---------------------------------|---------------|-----------------|
| Atlantis Aquatic Group                      |              |                           |                                 |               |                 |
| 402 Cypress St Ste 605                      |              |                           |                                 |               |                 |
| Abilene, TX 79601-5162                      |              |                           |                                 |               |                 |
| 817-825-5844 Dennis Watson, President       | Y            | Y                         | Y                               | \$ 67,844.00  |                 |
| Front Range Pool Contractors, Inc           |              |                           |                                 |               |                 |
| 1539 Dustry Dr.                             |              |                           |                                 |               |                 |
| Colorado Springs, CO 80905                  |              |                           |                                 |               |                 |
| 719-226-5014 Duane Harpe, President         | Y            | Y                         | Y                               | \$ 77,418.00  | Cashier's Check |
| Performance Distributors, Inc.              |              |                           |                                 |               |                 |
| 12421 W 49th Ave Unit 1                     |              |                           |                                 |               |                 |
| Wheat Ridge, CO 80033                       |              |                           |                                 |               |                 |
| 303-420-0966 Rod Ayres, Owner               | Y            | N                         | Y                               | \$ 76,750.00  |                 |
| Joe King Ent. Inc. dba Aqualityconstruction |              |                           |                                 |               |                 |
| 3050 Industrial Ln Ste 100                  |              |                           |                                 |               |                 |
| Broomfield, CO 80020                        |              |                           |                                 |               |                 |
| 303-469-2229 Joe Dempsey President          | Y            | Y                         | Y                               | \$ 83,752.87  | Cashier's Check |
| High Country Pools, Inc                     |              |                           |                                 |               |                 |
| 6330 S College Ave                          |              |                           |                                 |               |                 |
| Fort Collins, CO 80525-4044                 |              |                           |                                 |               |                 |
| 970-226-2657 Tyler Westerman Project Mgr    | Y            | Y                         | Y                               | \$ 120,950.00 | Cashier's Check |

2012

**CONTRACT**

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this 22 day of February, 2012, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and Atlantis Aquatic Group, "Contractor", whose address is 402 cypress St. Suite 605 Abilene, TX 79601-5162, commencing on the 4 day of January, 2012, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

**PROJECT: Pirates Cove Competition Pool Resurfacing**

WHEREAS, proposals pursuant to said advertisement have been received by the Mayor and City Council and have been certified by the Director of Parks & Recreation to the Mayor and City Council with a recommendation that a contract for work be awarded to the above named Contractor who was the lowest reliable and responsible bidder therefore, and

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

NOW THEREFORE, in consideration of the compensation to be paid and the work to be performed under this contract, the parties mutually agree as follows:

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

Invitation to Bid  
Contract (this instrument)  
Insurance  
Performance Payment Maintenance Bond

- B. Scope of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all the work described, drawn, set forth, shown and included in said Contract Documents.
- C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within **ten (10) days** from being notified to commence work by the Director of Parks & Recreation and agrees to fully complete said work by April 30, 2012, plus such extension or extensions of time as may be granted by the Director of Parks & Recreation in accordance with the provisions of the Contract Documents and Specifications.
- D. Indemnification: The city cannot and by this Agreement/Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other

person or entity, for any purpose. The Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including Worker's Compensation claims, in any way resulting from or arising out of this Agreement/Contract: provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and Employees.

- E. Termination of Award for Convenience: The City may terminate the award at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event all finished or unfinished service, reports, material (s) prepared or furnished by the Contractor after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the Contractor will be paid that amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful firm agreed to perform under this award, less payments of compensation previously made. If the award is terminated due to the fault of the Contractor the clause relating to termination of the award for cause shall apply.
- F. Termination of Award for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the Contractor shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.

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

- G. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being Sixty-Seven Thousand, Eight Hundred Forty-Four Dollars. (\$67,844.00)
- H. Appropriation of Funds: At present, \$67,844.00 has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, the parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the

meaning of TABOR and, notwithstanding anything in this Agreement/Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated. The City shall immediately notify the Contractor or its assignee of such occurrence in the event of such termination.

- I. Liquidated Damages: The City and Contractor recognize that time is of the essence in this Agreement because of the public interest in health and safety, and that the City will suffer financial loss, and inconvenience, if the Work is not complete within the time specified in the bid documents, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by the City if the Work is not complete on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay the City **\$250** for each day that expires after the time specified for substantial completion until the Work is complete, and **\$250** for each day that expires after the time specified for final completion until the Work is finally complete.
- J. Assignment: Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.
- K. Contract Binding: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.
- L. Contractors Guarantee: The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of one (1) years from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of Parks & Recreation whose decision upon the matter shall be final and obligatory upon the Contractor.

**VERIFICATION OF COMPLIANCE WITH C.R.S. 8-17.5-101 ET.SEQ. REGARDING HIRING OF ILLEGAL ALIENS**

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

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

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

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

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

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

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

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

Pirates Cove Competition Pool Resurfacing Project

2012

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

CITY OF ENGLEWOOD

By: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_  
City Clerk

Contractor: Atlantis Aquatic Group  
402 Cypress St Ste 605  
Abilene, TX 79601-5162  
817-825-5844 Dennis Watson, President

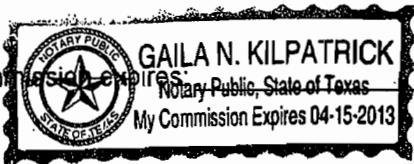
By: [Signature]  
(Signature)  
Dennis Watson  
(Print name and Title)

Date: 2-14-2012

STATE OF TEXAS  
COUNTY OF TAYLOR ss.

On this 14 day of FEB, 2012, before me personally appeared Dennis Watson, known to me to be the President of Atlantis Aquatic Group, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires  GAILA N. KILPATRICK  
Notary Public, State of Texas  
My Commission Expires 04-15-2013

NOTARY

1000 Englewood Parkway, Englewood, Colorado 80110-2373 Ph (303)762-2412 Fax (303)783-6951  
www.engagewoodgov.org