

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, June 4, 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 May 21, 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. Proclamation honoring the 80th Anniversary of Veterans of Foreign Wars – Englewood Post 322.
 - b. Letter from Richard Lay announcing his resignation from the Englewood Liquor and Medical Marijuana Licensing Authority.

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

9. Consent Agenda Items.
 - a. Approval of Ordinances on First Reading.
 - b. Approval of Ordinances on Second Reading.
 - i. Council Bill No. 27 – Approving an ordinance adopting the International Building Code 2012 to establish minimum requirements to safeguard the public health, safety and general welfare.
 - ii. Council Bill No. 28 – Approving an ordinance adopting the International Mechanical Code 2012 to establish minimum requirements to safeguard the public health, safety and general welfare.
 - iii. Council Bill No. 29 – Approving an ordinance adopting the International Plumbing Code 2012 to establish minimum requirements to safeguard the public health, safety and general welfare.
 - iv. Council Bill No. 30 – Approving an ordinance adopting the National Electrical Code 2011 to establish minimum requirements to safeguard the public health, safety and general welfare.
 - v. Council Bill No. 31 – Approving an ordinance adopting the International Fire Code 2012 to establish minimum requirements to safeguard the public health, safety and general welfare.
 - vi. Council Bill No. 32 – Approving an ordinance adopting the International Property Maintenance Code 2012 to establish minimum requirements to safeguard the public health, safety and general welfare.
 - vii. Council Bill No. 33 – Approving an ordinance adopting the International Residential Code 2012 to establish minimum requirements to safeguard the public health, safety and general welfare.
 - viii. Council Bill No. 34 – Approving an ordinance adopting the International Fuel Gas Code 2012 to establish minimum requirements to safeguard the public health, safety and general welfare.
 - c. Resolutions and Motions.
10. Public Hearing Items. (None Scheduled.)

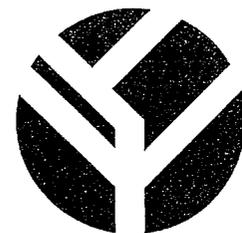
11. Ordinances, Resolutions and Motions

- a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 37 -- Recommendation from Community Development to adopting an ordinance approving the Denver Regional Council of Governments Consortium Agreement for the Sustainable Communities Initiative. **Staff Source: Alan White, Director of Community Development.**
- b. Approval of Ordinances on Second Reading.
- c. Resolutions and Motions.
 - i. Recommendation from Finance Department to approve a resolution authorizing a resolution for a transfer and supplemental appropriation of funds for the repair of the fountain and amenities at the Little Dry Creek Plaza. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**
 - ii. Recommendation from the Division of Building and Safety to approve a resolution establishing the Schedule of Permit Fees for various permits. **Staff Source: Lance Smith, Chief Building Official.**
 - iii. Recommendation from Community Development to approve, by motion, a contract for the Englewood, Oxford, and Bates Station Area Master Plan project with Crandall Arambula. **Staff Source: John Voboril, Long Range Planner II.**
 - iv. Recommendation from the Parks and Recreation Department to approve, by motion, the Hosanna Pump and Discharge Pipe Replacement and Repairs to the lowest acceptable bidder, Velocity Plant Services, LLC, in the amount of \$53,149. **Staff Source: Dave Lee, Manager of Open Space.**
 - v. Recommendation from the Police Department to approve, by motion, the purchase of new sirens and associated equipment to be installed at the five existing sites using the same poles. It is also recommended that the City purchase the equipment from the Federal Signal Company, taking advantage of reduced pricing offered through the City of Denver's RFP process, for a total cost of \$44,309. **Staff Source: Commander Tim Englert.**

12. General Discussion.

- a. Mayor's Choice.
- b. Council Members' Choice.

13. City Manager's Report.
14. City Attorney's Report.
15. Adjournment.



PROCLAMATION HONORING THE 80TH ANNIVERSARY OF
VETERANS OF FOREIGN WARS - ENGLEWOOD POST 322

WHEREAS, the VFW Post 322 of Englewood was duly chartered and became a member of Veterans of Foreign Wars of the United States in 1932; and

WHEREAS, the Englewood VFW Post 322 has, for 80 years, been dedicated to honoring the men and women of this country who have risked their lives in defense of the freedoms which we continue to enjoy as American citizens; and

WHEREAS, the VFW Post 322 members devote their time, talents and energies to helping the Englewood disabled and needy veterans and the widows and orphans of deceased veterans; and

WHEREAS, the Englewood VFW Post 322 annually contributes funds to health research projects such as Cancer, Muscular Dystrophy, Parkinson's Disease as well as other health research projects; and

WHEREAS, the Englewood VFW Post 322 sponsors: Coffee Hour at the Veterans Administration Hospital from 4:00-6:00 PM on the 1st and 3rd Friday of each month, Psychiatric Ward at V.A. Program every month, VA Bingo, and VA Chapel Hour; and

WHEREAS, the Englewood VFW Post 322 consistently promotes patriotism by providing American Flags for all groups upon request as a part of carrying out their Flag Program for Englewood Boy Scout and Englewood Girl Scout Troops, Senior Citizen groups such as Johnson Day Care and Meridian; and

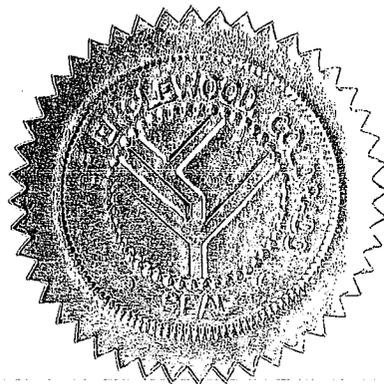
WHEREAS, the Englewood VFW Post 322 will celebrate their 80th anniversary of service to the Englewood community on June 9th, 2012;

NOW THEREFORE, I, Randy Penn, Mayor of the City of Englewood, Colorado and Members of Englewood City Council, hereby proclaim the month of June, 2012 as:

ENGLEWOOD VFW POST 322 80TH ANNIVERSARY MONTH

in the City of Englewood, Colorado. I urge all of this community to recognize the merits of VFW Post 322 by showing their appreciation of the sacrifices of VFW Post 322 members and joining the Englewood City Council in this observance by giving their support to VFW Englewood Post 322 and it's fine members who are devoting their time, talents and energies to the Englewood community, not only during this week, but through all the years, past and future.

GIVEN under my hand and seal this 4th day of June, 2012.



Randy P. Penn, Mayor

The City of Englewood
Kerry Bush, MMC
Deputy City Clerk/COOP Administrator
4/5/2012

Kerry;

As I informed you last night after the meeting I will no longer remain on the Liquor and medical marijuana licensing authority. I will remain on the board until you appoint a replacement.

I want to thank you for the time I was on the board, I enjoyed every meeting I attended. I don't feel I was adding any input to the meetings. You have very intelligent members that can voice there opinion.

I will attend the meetings at your request until you find a replacement if you need me.

Thanks to you and Lou for the opportunity to sit on the board.

Richard Lay 

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 27
INTRODUCED BY COUNCIL
MEMBER JEFFERSON

AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, ARTICLE A, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO THE BUILDING CODE OF THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City of Englewood has used the Uniform Building Code as a model construction code since 1971; and

WHEREAS, this Code is updated periodically to keep pace with changing construction technology; and

WHEREAS, the City of Englewood Division of Building and Safety staff has thoroughly reviewed the International Building Code 2012 and recommends adoption thereof subject to certain exceptions, modifications and amendment;

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 repeal of Title 8, Chapter 2, Article A, of the Englewood Municipal Code 2000, in its entirety.

Section 2. The City Council of the City of Englewood, Colorado hereby adopts the International Building Code 2012 as Title 8, Chapter 2, Article A, of the Englewood Municipal Code 2000, to read as follows:

CHAPTER 2

CONSTRUCTION AND SAFETY CODES

ARTICLE A
BUILDING CODE

8-2A-1: CODE ADOPTED:

There is hereby adopted, by reference thereto, the International Building Code 2012 Edition, in its entirety including errata updates, published as part of the Code, by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, subject to the exceptions, modifications and amendments set forth in Section 8-2A-2 of this Article. The

City Clerk shall maintain a copy of the Code and errata updates which will be available for inspection during regular business hours.

8-2A-2: SPECIFIC MODIFICATIONS TO ADOPTED CODE:

The following specific changes, modifications and amendments are hereby made in the provisions of the International Building Code 2012, hereinabove adopted:

A. CHAPTER 1. ADMINISTRATION.

1. **101.1 Title.** *(Shall be amended to read)*
These regulations shall be known as the Building Code of the City of Englewood, hereinafter referred to as “this Code”.

2. **105.2 Work Exempt from Permit.**

Building:

2. *(Deleted in its entirety, amended as follows)* Section 16-2-9 Englewood Municipal Code shall control fence requirements.

4. *(Deleted in its entirety, amended as follows)* Section 16-2-9 Englewood Municipal Code shall control retaining wall requirement.

6. *(Deleted in its entirety, amended as follows)* Section 16-2-9 Englewood Municipal Code shall control driveway and sidewalk requirements.

3. **109.2 Schedule of Permit Fees.** These fees shall be determined by the City Council and set by Resolution.

4. **109.3 Building Permit Valuations.** *(Add the following sentence)*
The building official may also utilize Building Valuation Data published in the ICC Building Safety Journal as a guideline to establish valuation.

5. **109.6 Fee Refunds.** *(Amended to read as follows)*
The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this Code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

6. **110.7 Reinspections.** *(Add new section)* A reinspection fee may be assessed for each inspection or reinspection when, such portion of work for which inspection is called is not complete, the corrections called for are not made, the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failing to provide access to the site or for deviating from plans requiring approval of the building official.

To obtain a reinspection, the applicant shall file an application therefore in writing on a form furnished for that purpose and pay the reinspection fee in accordance with Table 1.

In instances where reinspection fees have been assessed, no additional inspections of the work will be performed until the reinspection fees have been paid.

7. **111.3.1 Temporary Occupancy Fee.** *(Add new section)* The fee for a Temporary Certificate of Occupancy is as set forth in Section 109.2 of this Chapter.
8. **113 Board of Appeals.** *(Delete and amend to read)* Section 8-1-7 of the Englewood Municipal Code shall control the requirements of this Section.

B. CHAPTER 9 – FIRE PROTECTION SYSTEMS.

1. **903.2.7 Group M** *(Amend condition #4 to read as follows)*
4. **The area of a Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet.**
2. **903.2.9 Group S-1** *(Amend condition #5 to read as follows)*
5. **The area of a Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet.**

C. CHAPTER 10 – MEANS OF EGRESS.

1. **1009.16 Stairway to Roof.** *(Amend to read)*

In buildings located three or more stories in height above grade plane, one stairway shall extend to the roof surface, unless the roof has a slope steeper than four units vertical in 12 units horizontal (33% slope). In buildings without an occupied roof, access to the roof from the top story shall be permitted to be by an alternating tread device.

D. CHAPTER 16 – STRUCTURAL DESIGN. *(Amend Section to add the following)*

1. **1608.1 General.** The design roof snow load shall not be less than 30 pounds per square foot at any element of the roof.
2. **1608.2 Ground snow loads.** The ground snow load established for the City of Englewood is 30 pounds per square foot.

3. 1609.3 Basic wind speed. The minimum basic wind speed is hereby designated at ninety (90) miles per hour 3-second gust.

4. 1609.4.3 Exposure category. Exposure B shall be used for the design of all structures in the City of Englewood.

E. CHAPTER 21 – MASONRY.

1. 2111.1.1 Fireplace restrictions. Fireplaces shall comply with the Englewood Municipal Code, Sections 6-1-11 and 6-1-12.

F. APPENDICES.

1. Appendix I – Patio Covers is hereby adopted.

Section 3. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 5. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 7. The International Energy Conservation Code is hereby adopted by reference in Chapter 13 of the International Building Code 2006, as adopted.

Section 8. Choice of Code. Any party who has a pending application, where the permit application and final site plan have been submitted to the City before the date of final adoption of this Ordinance, shall make an election to proceed under either the current Code or the 2006 Code but not a combination thereof.

Section 9. Penalty. The Penalty Provision of E.M.C. Section 1-4-1 shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 21ST day of May, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 25th day of May, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of May, 2012 for thirty (30) days.

Read by title and passed on final reading on the 4th day of June, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 8th day of June, 2012.

Published by title on the City's official website beginning on the 6th day of June, 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. 28
INTRODUCED BY COUNCIL
MEMBER JEFFERSON

AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, ARTICLE B, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO THE MECHANICAL CODE OF THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City of Englewood has used the Uniform Codes as model construction codes since 1975; and

WHEREAS, this Code is updated periodically to keep pace with changing construction technology; and

WHEREAS, the City of Englewood Division of Building and Safety staff has thoroughly reviewed the International Mechanical Code 2012 and recommends adoption thereof subject to certain exceptions, modifications and amendment;

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 repeal of Title 8, Chapter 2, Article B, of the Englewood Municipal Code 2000, in its entirety.

Section 2. The City Council of the City of Englewood, Colorado hereby adopts the International Mechanical Code 2012 as Title 8, Chapter 2, Article B, of the Englewood Municipal Code 2000, to read as follows:

CHAPTER 2

CONSTRUCTION AND SAFETY CODES

ARTICLE B
MECHANICAL CODE

8-2B-1: CODE ADOPTED:

There is hereby adopted, by reference thereto, the International Mechanical Code 2012 Edition, in its entirety including errata updates, published as part of the Code, by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, subject to the exceptions, modifications and amendments set forth in Section 8-2B-2 of this Article. The

City Clerk shall maintain a copy of the Code and errata updates which will be available for inspection during regular business hours.

8-2B-2: SPECIFIC MODIFICATIONS TO ADOPTED CODE:

The following specific changes, modifications and amendments are hereby made in the provisions of the International Mechanical Code 2012, hereinabove adopted:

A. CHAPTER 1. ADMINISTRATION.

1. **101.1 Title.** *(Insert the following)*
These regulations shall be known as the Mechanical Code of the City of Englewood, hereinafter referred to as “this Code”.
2. **106.5.2 Permit Fee schedule.** *(Add the following)*
These fees shall be determined by City Council and set by resolution.
3. **106.5.3 Fee refunds.** *(Delete in its entirety and substitute the following).*
Section 109.6 of the amended Building Code of the City of Englewood shall replace the requirements of this Section.
4. **107.3.3 Reinspections.** *(Delete in its entirety and substitute the following)*
Section 110.7 of the amended Building Code of the City of Englewood shall replace the requirements of this Section.
5. **108.1 Unlawful acts.** *(Delete in its entirety and substitute the following)*
Section 8-1-8 of the Englewood Municipal Code shall replace the requirements of this Section.
6. **108.4 Violation Penalties.** Sections 8-1-9 and 8-1-10 Englewood Municipal Code shall replace the requirements of this Section.
7. **108.5 Stop work orders.** *(Add the following sentence)*
Upon notice from the code official that work is being done contrary to the provisions of this Code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner’s agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for penalties as prescribed in Section 108.4 as amended.
8. **109 Means of Appeal.** *(Delete section in its entirety and substitute the following)*

Section 8-1-7 of the Englewood Municipal Code of the City of Englewood shall replace the requirements of this Section.

Section 3. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 5. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 7. Choice of Code. Any party who has a pending application, where the permit application and final site plan have been submitted to the City before the date of final adoption of this Ordinance, shall make an election to proceed under either the current Code or the 2006 Code but not a combination thereof.

Section 8. Penalty. The Penalty Provision of E.M.C. Section 1-4-1 shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 21ST day of May, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 25th day of May, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of May, 2012 for thirty (30) days.

Read by title and passed on final reading on the 4th day of June, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 8th day of June, 2012.

Published by title on the City's official website beginning on the 6th day of June, 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. 29
INTRODUCED BY COUNCIL
MEMBER JEFFERSON

AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, ARTICLE C, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO THE PLUMBING CODE OF THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City of Englewood has used the Uniform Codes as model construction codes since 1972; and

WHEREAS, this Code is updated periodically to keep pace with changing construction technology; and

WHEREAS, the City of Englewood Division of Building and Safety staff has thoroughly reviewed the International Plumbing Code 2012 and recommends adoption thereof subject to certain exceptions, modifications and amendment;

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 repeal of Title 8, Chapter 2, Article C, of the Englewood Municipal Code 2000, in its entirety.

Section 2. The City Council of the City of Englewood, Colorado hereby adopts the International Plumbing Code 2012 as Title 8, Chapter 2, Article C, of the Englewood Municipal Code 2000, to read as follows:

CHAPTER 2

CONSTRUCTION AND SAFETY CODES

ARTICLE C
PLUMBING CODE

8-2C-1: CODE ADOPTED:

There is hereby adopted, by reference thereto, the International Plumbing Code 2012 Edition, in its entirety including errata updates, published as part of the Code, by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, subject to the exceptions, modifications and amendments set forth in Section 8-2C-2 of this Article. The

City Clerk shall maintain a copy of the Code and errata updates which will be available for inspection during regular business hours.

8-2C-2: SPECIFIC MODIFICATIONS TO ADOPTED CODE:

The following specific changes, modifications and amendments are hereby made in the provisions of the International Plumbing Code 2012, hereinabove adopted:

A. CHAPTER 1. ADMINISTRATION.

1. **101.1 Title.** *(Insert the following)*
These regulations shall be known as the International Plumbing Code of the City of Englewood, hereinafter referred to as "this Code".

2. **106.6.2 Fee schedule.** *(Deleted in its entirety and substitute the following)*
These fees shall be determined by City Council and set by resolution.

3. **106.6.3 Fee refunds.** *(Delete in its entirety and substitute the following).*

Section 109.6 of the amended Building Code of the City of Englewood shall replace the requirements of this Section.

4. **107.4.3 Reinspections.** *(Add new sentence)*

Section 110.7 of the amended Building Code of the City of Englewood shall replace the requirements of this Section.

5. **108.1 Unlawful acts.** *(Delete in its entirety and substitute the following)*

Sections 8-1-8 and 8-1-9 of the Englewood Municipal Code shall replace the requirements of this Section.

6. **108.4 Violation penalties.** *(Deleted in its entirety and substitute the following)*

Section 8-1-10 of the Englewood Municipal Code shall replace the requirements of this Section.

7. **108.5 Stop work orders.** *(Add the following sentence)*

Upon notice from the code official that work is being done contrary to the provisions of this Code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for penalties as prescribed in Section 108.4 as amended.

8. 109 Means of Appeal. (Delete section in its entirety and substitute the following)

Section 8-1-7 of the Englewood Municipal Code of the City of Englewood shall replace the requirements of this Section.

B. CHAPTER 3. GENERAL REGULATIONS.

1. 305.4.1 Sewer depth. (Insert the following)

Building sewers that connect to private sewage disposal systems shall be a minimum of twelve inches (12") below finished grade at the point of septic tank connection. Building sewers shall be a minimum of twelve inches (12") below grade.

C. CHAPTER 9. VENTS.

1. 903.1 Roof extension. (Insert the following)

Open vent pipes that extend through a roof shall be terminated at least six inches (6") above the roof, except where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least seven feet (7') above the roof.

D. CHAPTER 13. GREY WATER RECYCLING SYSTEMS (Delete entire Chapter).

Section 3. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 5. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 7 Choice of Code. Any party who has a pending application, where the permit application and final site plan have been submitted to the City before the date of final adoption of this Ordinance, shall make an election to proceed under either the current Code or the 2006 Code but not a combination thereof.

Section 8. Penalty. The Penalty Provision of E.M.C. Section 1-4-1 shall apply to each and every violation of this Ordinance.

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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. 30
INTRODUCED BY COUNCIL
MEMBER JEFFERSON

AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, ARTICLE D, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO THE ELECTRICAL CODE OF THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City of Englewood has used the National Electrical Codes as model construction codes since 1975; and

WHEREAS, this Code is updated periodically to keep pace with changing construction technology; and

WHEREAS, the City of Englewood Division of Building and Safety staff has thoroughly reviewed the National Electrical Code 2011 and recommends adoption thereof subject to certain exceptions, modifications and amendment;

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 repeal of Title 8, Chapter 2, Article D, of the Englewood Municipal Code 2000, in its entirety.

Section 2. The City Council of the City of Englewood, Colorado hereby adopts the National Electrical Code 2011 as Title 8, Chapter 2, Article D, of the Englewood Municipal Code 2000, to read as follows:

CHAPTER 2

CONSTRUCTION AND SAFETY CODES

ARTICLE D
ELECTRICAL CODE

8-2C-1: CODE ADOPTED:

There is hereby adopted, by reference thereto, the National Electrical Code 2011 Edition, in its entirety including errata updates, published as part of the Code, by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, subject to the exceptions, modifications and amendments set forth in Section 8-2D-2 of this Article. The City Clerk shall maintain a copy of the Code and errata updates which will be available for inspection during regular business hours.

Section 3. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 5. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 7. Choice of Code. Any party who has a pending application, where the permit application and final site plan have been submitted to the City before the date of final adoption of this Ordinance, shall make an election to proceed under either the current Code or the 2005 Code but not a combination thereof.

Section 8. Penalty. The Penalty Provision of E.M.C. Section 1-4-1 shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 21ST day of May, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 25th day of May, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of May, 2012 for thirty (30) days.

Read by title and passed on final reading on the 4th day of June, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 8th day of June, 2012.

Published by title on the City's official website beginning on the 6th day of June, 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. 31
INTRODUCED BY COUNCIL
MEMBER JEFFERSON

AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, ARTICLE E, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO THE FIRE CODE OF THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City of Englewood has used the Uniform Codes as model construction codes since 1971; and

WHEREAS, these Codes are updated periodically to keep pace with changing construction technology; and

WHEREAS, the City of Englewood Fire Marshal has thoroughly reviewed the International Fire Code 2012 and recommends adoption thereof, subject to certain exceptions, modifications and amendment;

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 repeal of Title 8, Chapter 2, Article E, of the Englewood Municipal Code 2000, in its entirety.

Section 2. The City Council of the City of Englewood, Colorado hereby adopts the International Fire Code 2012 as Title 8, Chapter 2, Article E, of the Englewood Municipal Code 2000, to read as follows:

CHAPTER 2

CONSTRUCTION AND SAFETY CODES

ARTICLE E
FIRE CODE

8-2E-1: CODE ADOPTED:

There is hereby adopted, by reference thereto, the International Fire Code 2012 Edition, in its entirety including errata updates, published as part of the Code, by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, subject to the exceptions, modifications and amendments set forth in Section 8-2E-2 of this Article. The

City Clerk shall maintain a copy of the Code and errata updates which will be available for inspection during regular business hours.

8-2F-2: SPECIFIC MODIFICATIONS TO ADOPTED CODE:

The following specific changes, modifications and amendments are hereby made in the provisions of the International Fire Code 2012, hereinabove adopted:

A. CHAPTER 1. ADMINISTRATION.

1. 101.1 Title. (Amended to read as follows)

These regulations shall be known as the Fire Code of the City of Englewood, hereinafter referred to as "this Code".

2. Section 102. Applicability. (Amended by the addition of a new subsection to read as follows)

102.13 Application of Residential Code.

Where structures are designed and constructed in accordance with the International Residential Code, the provisions of this Code shall apply as follows:

a. Construction and design provisions: Provisions of this Fire Code pertaining to the exterior of the structure shall apply; including, but not limited to, premises identification, fire apparatus access, and water supplies. Construction permits for systems and equipment utilized in the interior or exterior of the structure shall also apply.

b. Administrative, operational and maintenance provisions: All such provisions of this Code shall apply.

References in this Fire Code to Group R-3 or U occupancies or one-family and two-family dwellings and townhouses shall apply to structures under the scope of the International Residential Code except as limited by this Section.

3. 103.3 ~~Deputies~~ Assistant Fire Marshals. (Amend to read as follows).

In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *fire code official* shall have the authority to appoint a ~~deputy~~ an assistant fire code official, other related technical officers, inspectors and other employees.

4. 104.6 Official Records. (Amended to read as follows)

The fire code official shall keep official records as required by Sections 104.6.1 through 104.6.4. Such official records shall be retained ~~for not less than five years~~ ~~or~~ for as long as the structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations.

5. **105.6 Required Operational Permits.** *(Delete Subsections 105.6.1 through 105.6.13; 105.6.15; 105.6.17; 105.6.18; 105.6.20 through 105.6.25; 105.6.27 through 105.6.29; 105.6.31 through 105.6.35; 105.6.37 through 105.6.42; and 105.6.44 through 105.6.46)*

13. **Section 108 Board of Appeals.** *(Delete in its entirety and substitute the following)*

Section 8-1-7 of the Englewood Municipal Code shall control the requirements of this Section.

14. **Section 109 Violations.**

A. **109.4 Violation Penalties.** *(Amended to read as follows)*

Persons who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the *approved construction documents* or directive of the *fire code official*, or a permit or certificate used under provisions of this Code, shall be guilty of a ~~[SPECIFY OFFENSE]~~, punishable by a fine of not more than ~~[AMOUNT]~~ dollars or by imprisonment not exceeding ~~[NUMBER OF DAYS]~~, or both such fine and imprisonment. ~~Each day that a violation continues after due notice has been served shall be deemed a separate offense. subject to penalties or other action in accordance with 8-1-9 EMC.~~ Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(Add a new section pertaining to fire code re-inspection fees)

109.4.2 Reinspection fees.

A fee shall be charged for follow-up fire code violations.

The fee structure is as follows:

<u>Primary fire inspection</u>	<u>\$ 0.00</u>
<u>Follow-up fire inspection</u>	<u>0.00</u>
<u>2nd Follow-up inspection</u>	<u>50.00</u>
<u>3rd Follow-up inspection</u>	<u>100.00</u>
<u>4th Follow-up inspection and each inspection thereafter</u>	<u>200.00</u>

15. **111.4 Failure to Comply.** *(Amended to read as follows)*

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation of unsafe condition, shall be liable to a fine of not less than ~~[AMOUNT]~~ dollars or more than ~~[AMOUNT]~~ dollars. subject to penalties or other action in accordance with 8-1-9 and 8-1-10 of the Englewood Municipal Code.

B. CHAPTER 5. FIRE SERVICE FEATURES.

1. 503.2.1 Dimensions. (Amended to read as follows)

Fire Apparatus access roads shall have an unobstructed width of not less than ~~20 feet (6096 mm)~~, 26 feet (1725 mm), exclusive of shoulders, except for *approved* security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

2. 506.1 Where Required. (Amended to read as follows)

Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, or where a fire alarm system, or fire suppression system exists, the *fire code official* is authorized to require a key box to be installed in an *approved* location. The key box shall be of an *approved* type ~~listed in accordance with UL 1037~~, and shall contain keys to gain necessary access as required by the *fire code official*.

C. CHAPTER 9. FIRE PROTECTION SYSTEMS (Amended to read as follows).

1. 903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exist:

1. A Group M *fire area* exceeds 12,000 square feet (1115m²).
2. A Group M *fire area* is located more than three stories above grade plane.
3. The combined area of all Group M *fire areas* on all floors, including any mezzanines, exceeds 24,000 square feet (2230m²).
4. The area of a ~~A~~ Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464m²).

2. 903.2.9 Group S-1. (Amended to read as follows)

An *automatic sprinkler system* shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 *fire area* exceeds 12,000 square feet (115m²).
2. A Group S-1 *fire area* is located more than three stories above grade plane.
3. The combined area of all Group S-1 *fire areas* on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).
4. A Group S-1 *fire area* used for the storage of commercial trucks or buses where the *fire area* exceeds 5,000 square feet (464m²).
5. The area of a ~~A~~ Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet. (232m²).

D. CHAPTER 10. MEANS OF EGRESS.

B. Section 1009.16 Stairway of Roof. (Amended to read as follows)

In buildings ~~four~~three or more stories in height above *grade plane*, one *stairway* shall extend to the roof surface, unless the roof has a slope steeper than four units vertical in 12 units horizontal (33-percent slope). In buildings without an occupied roof, access to the roof from the top story shall be permitted to be by an *alternating tread device*.

E. CHAPTER 56. EXPLOSIVES AND FIREWORKS.

1. 5601.1.3 Fireworks. (Amended to read as follows)

The possession, manufacture, storage, sale, handling and use of any ignitable fireworks are prohibited.

Exceptions:

1. ~~Storage and handling of fireworks as allowed in Section 5604.~~
2. ~~Manufacture, assembly and testing of fireworks as allowed in Section 5605.~~
3. The use of fireworks for fireworks displays as allowed in Section 5608.
4. ~~The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided such fireworks comply with CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR Parts 100-185, for consumer fireworks.~~

2. 5601.2.4 Financial Responsibility. (Amended to read as follows)

Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum ~~\$100,000~~ 2,000,000 or a public liability insurance policy for the same amount, with excess liability of \$5,000,000 for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The *fire code official* is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

F. CHAPTER 57. FLAMMABLE AND COMBUSTIBLE LIQUIDS.

1. 5704.2.9.6.1 Locations where above-ground tanks are prohibited. (Amended to read as follows)

Storage of Class I and II liquids in a ~~above-ground tanks shall be located in accordance with this Section, outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited (see Section 3 of the Sample Legislation for Adoption of the *International Fire Code* on page xxi).~~

APPENDICES. *(Delete Appendices A through C and E through J)*

Appendix D – Fire Apparatus Access Roads, *(hereby adopted and amended to read as follows)*

**TABLE D103.4
REQUIREMENTS FOR DEAD-END
FIRE APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20 <u>26</u>	None required
151-500	20 <u>26</u>	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	20 <u>26</u>	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

For SI: 1 foot = 304.8 mm.

Section 3. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 5. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well

as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 7. Choice of Code. Any party who has a pending application, where the permit application and final site plan have been submitted to the City before the date of final adoption of this Ordinance, shall make an election to proceed under either the current Code or the 2006 Code but not a combination thereof.

Section 9. Penalty. The Penalty Provision of E.M.C. Section 1-4-1 shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 21ST day of May, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 25th day of May, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of May, 2012 for thirty (30) days.

Read by title and passed on final reading on the 4th day of June, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 8th day of June, 2012.

Published by title on the City's official website beginning on the 6th day of June, 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. 32
INTRODUCED BY COUNCIL
MEMBER JEFFERSON

AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, ARTICLE F, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO THE PROPERTY MAINTENANCE CODE OF THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City of Englewood has used the Uniform Codes as model construction codes since 1971; and

WHEREAS, these Codes are updated periodically to keep pace with changing construction technology; and

WHEREAS, the City of Englewood Division of Building and Safety staff has thoroughly reviewed the International Property Maintenance Code 2012 and recommends adoption thereof subject to certain exceptions, modifications and amendment;

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 repeal of Title 8, Chapter 2, Article F, of the Englewood Municipal Code 2000, in its entirety.

Section 2. The City Council of the City of Englewood, Colorado hereby adopts the International Property Maintenance Code 2012 as Title 8, Chapter 2, Article F, of the Englewood Municipal Code 2000, to read as follows:

CHAPTER 2

CONSTRUCTION AND SAFETY CODES

ARTICLE F

PROPERTY MAINTENANCE CODE

8-2F-1: CODE ADOPTED:

There is hereby adopted, by reference thereto, the International Property Maintenance Code 2012 Edition, in its entirety including errata updates, as part of the Code, by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, subject to the exceptions, modifications and amendments set forth in Section 8-2F-2 of this Article. The

City Clerk shall maintain a copy of the Code and errata updates which will be available for inspection during regular business hours.

8-2F-2: SPECIFIC MODIFICATIONS TO ADOPTED CODE:

The following specific changes, modifications and amendments are hereby made in the provisions of the International Property Maintenance Code 2012, hereinabove adopted:

A. CHAPTER 1. ADMINISTRATION.

1. 101.1 Title. (Amended to read as follows)

These regulations shall be known as the Property Maintenance Code of the City of Englewood, hereinafter referred to as "this Code".

2. Section 102.3 Application of other codes. (Delete the last sentence)

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the *International Building Code, International Fuel Gas Code, International Mechanical Code and NFPA 70.*

3. 103.3 Fees. (Amend as indicated).

The fees for activities and services performed by the department in carrying out its responsibilities under this Code shall be set by council resolution.

4. 107.2 Form. (Amend Item No. 4 as indicated)

4. Include a correction order allowing a reasonable time, but in no event more than 30 days to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this Code.

5. 108.5 Prohibited occupancy. (Amend as indicated)

Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Such placard shall be deemed an order directing vacation and shall provide not more than ten (10) days from the date of such placarding for the vacation of such dwelling unit unless a lesser time is stated in the order as in the judgment of the building official is reasonable and proper in view of the facts of the situation and hazard involved. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placard premises, or operate placarded equipment, or remove such placard from the premises, or operate placarded equipment, or remove such placard from the premises or equipment, shall be liable for the penalties provided by this Code.

6. 111 Means of Appeal. (Delete in its entirety and substitute the following)

Refer to 8-1-7 of the Englewood Municipal Code for requirements of this Section.

B. CHAPTER 3 – GENERAL REQUIREMENTS.

1. 302 - Exterior Property Areas.

a. 302.4 Weeds. (Deleted in its entirety)

Comment: Deferred to Code Enforcement.

b. 302.8 Motor Vehicles. (Deleted in its entirety)

Comment: Deferred to Code Enforcement.

c. 302.9 Defacement of property. (Deleted in its entirety)

2. 304 – Exterior Structure.

a. 304.14 Insect screens. (Amend as follows)

Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas of any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

C. CHAPTER 6 – MECHANICAL AND ELECTRICAL REQUIREMENTS.

1. 602.3 Heat supply. (Delete and replace with the following)

Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 68° F (20° C) in all habitable rooms, bathrooms, and toilet rooms.

2. 602.4 Occupiable work spaces. (Delete partial sentence)

Indoor occupiable work spaces shall be supplied with heat to maintain a temperature of not less than 65°F (18° C) during the period the spaces are occupied.

Section 3. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 5. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 7. Choice of Code. Any party who has a pending application, where the permit application and final site plan have been submitted to the City before the date of final adoption of this Ordinance, shall make an election to proceed under either the current Code or the 2006 Code but not a combination thereof.

Section 8. Penalty. The Penalty Provision of E.M.C. Section 1-4-1 shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 21ST day of May, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 25th day of May, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of May, 2012 for thirty (30) days.

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Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 8th day of June, 2012.

Published by title on the City's official website beginning on the 6th day of June, 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. 33
INTRODUCED BY COUNCIL
MEMBER JEFFERSON

AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, ARTICLE G, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO THE RESIDENTIAL CODE OF THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City of Englewood has used the Uniform Codes as model construction codes since 1971; and

WHEREAS, these Codes are updated periodically to keep pace with changing construction technology; and

WHEREAS, the City of Englewood Division of Building and Safety staff has thoroughly reviewed the International Residential Code 2012 and recommends adoption thereof subject to certain exceptions, modifications and amendment;

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 repeal of Title 8, Chapter 2, Article G, of the Englewood Municipal Code 2000, in its entirety.

Section 2. The City Council of the City of Englewood, Colorado hereby adopts the International Residential Code 2012 as Title 8, Chapter 2, Article G, of the Englewood Municipal Code 2000, to read as follows:

CHAPTER 2

CONSTRUCTION AND SAFETY CODES

ARTICLE G

RESIDENTIAL CODE

APPENDIX H – PATIO COVERS

APPENDIX M – HOME DAY CARE – R-3 OCCUPANCY

8-2G-1: CODE ADOPTED:

There is hereby adopted, by reference thereto, the International Residential Code 2012 Edition, in its entirety including errata updates, published as part of this Code, by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, subject to

the exceptions, modifications and amendments set forth in Section 8-2G-2 of this Article. The City Clerk shall maintain a copy of the Code and errata updates which will be available for inspection during regular business hours.

8-2G-2: SPECIFIC MODIFICATIONS TO ADOPTED CODE:

The following specific changes, modifications and amendments are hereby made in the provisions of the International Residential Code 2012, hereinabove adopted:

A. CHAPTER 1. ADMINISTRATION.

1. R101.1 Title.

These regulations shall be known as the Residential Code of the City of Englewood, hereinafter referred to as “this Code”.

2. R105.2 Work exempt from permit.

2. (Deleted in its entirety and substitute the following)

Title 16 of the Englewood Municipal Code shall replace the fence requirements of this Section.

3. (Deleted in its entirety and substitute the following)

Title 16 of the Englewood Municipal Code shall replace the wall requirements of this Section.

5. (Deleted in its entirety and substitute the following)

Title 16 of the Englewood Municipal Code shall replace the driveway and sidewalk requirements of this Section.

3. R108.2 Schedule of permit fees. (Delete in its entirety and substitute the following)

These fees shall be determined by City Council and set by resolution.

4. R108.3 Building permit valuations. (Delete in its entirety and substitute the following)

Section 109.3 of the amended Building Code of the City of Englewood shall replace the requirements of this Section.

5. R108.5 Fee Refunds. (Delete in its entirety and substitute the following)

Section 109.6 of the amended Building Code of the City of Englewood shall replace the requirements of this Section.

6. R110.4.1 Temporary Occupancy Fee. (Add new section)

Section 111.3.1 of the amended Building Code of the City of Englewood shall replace the requirements of this Section.

7. **R112 Board of Appeals.** *(Delete in its entirety and substitute the following)*

Section 8-1-7 of the Englewood Municipal Code shall replace the requirements of this Section.

8. **R113.1 Unlawful acts.** *(Delete in its entirety and substitute the following)*

Section 8-1-8 of the Englewood Municipal Code shall replace the requirements of this Section.

9. **R113.4 Violation penalties.** *(Delete in its entirety and substitute the following)*

Sections 8-1-9 and 8-1-10 of the Englewood Municipal Code shall replace the requirements of this Section.

B. CHAPTER 3 – BUILDING AND PLANNING.

1. **Table R301.2(1)**

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

<u>Ground Snow Load</u>	<u>Wind Speed (mph)</u>	<u>Seismic Design Category</u>	<u>SUBJECT TO DAMAGE FROM</u>			
			<u>Weathering</u>	<u>Frost Line Depth</u>	<u>Termite</u>	<u>Decay</u>
<u>30 psf</u>	<u>90 mph</u>	<u>B</u>	<u>Severe</u>	<u>36 inches</u>	<u>Slight to Moderate</u>	<u>None to Slight</u>
<u>Roof 30 psf Non- Reducible</u>	<u>Exposure B</u>					

<u>Winter Design Temp</u>	<u>Ice Shield Underlayment Required</u>	<u>Flood Hazard</u>	<u>Air Freezing Index</u>	<u>Mean Annual Temp</u>
<u>1 Degree F</u>	<u>Yes</u>	<u>EMC 16-4</u>		

2. **R314.3.1 Alterations repairs and additions.** *(Amend as follows)*

When alterations, repairs or additions requiring a permit occur, or when one or more sleeping rooms are added or created in existing dwellings, the individual dwelling unit shall be equipped with smoke alarms as required for new dwellings.

Exceptions: *(Amend exception No. 2 as follows)*

2. Installation, alteration or repairs of plumbing, electrical or mechanical systems are exempt from the requirements of this Section.

C. CHAPTER 10– CHIMINEYS AND FIREPLACES (Add the following new Sections)

- 1. R1001.1.1 Fireplace Restrictions.** Fireplaces shall comply with 6-1-11 and 6-1-12 of the Englewood Municipal Code.
- 2. R1004.1.1 Fireplace restrictions.** Fireplaces shall comply with 6-1-11 and 6-1-12 of the Englewood Municipal Code.

D. CHAPTER 26 – GENERAL PLUMBING REQUIREMENTS

- 1. P2603.6.1 Sewer depth.** *(Insert the following)* Building sewers that connect to private sewage disposal systems shall be a minimum of twelve inches (12”) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of twelve inches (12”) below grade.

E. CHAPTER 30 – SANITARY DRAINAGE

- 1. P3009 Gray Water Recycling Systems** *(Deleted in entirety)*

F. APPENDICES. (Deleted in its entirety except and insert the following)

- 1. Appendix H Patio Covers and Appendix M Home Day Care R-3 Occupancy are hereby adopted.**

Section 3. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 5. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 7. Choice of Code. Any party who has a pending application, where the permit application and final site plan have been submitted to the City before the date of final adoption of this Ordinance, shall make an election to proceed under either the current Code or the 2006 Code but not a combination thereof.

Section 8. Penalty. The Penalty Provision of E.M.C. Section 1-4-1 shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 21ST day of May, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 25th day of May, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of May, 2012 for thirty (30) days.

Read by title and passed on final reading on the 4th day of June, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 8th day of June, 2012.

Published by title on the City's official website beginning on the 6th day of June, 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. 34
INTRODUCED BY COUNCIL
MEMBER JEFFERSON

AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, ARTICLE H, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO THE FUEL GAS CODE OF THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City of Englewood has used the Uniform Codes as a model construction codes since 1972; and

WHEREAS, these Codes are updated periodically to keep pace with changing construction technology; and

WHEREAS, the City of Englewood Division of Building and Safety staff has thoroughly reviewed the International Fuel Gas Code 2012 and recommends adoption thereof subject to certain exceptions, modifications and amendment;

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 repeal of Title 8, Chapter 2, Article H, of the Englewood Municipal Code 2000, in its entirety.

Section 2. The City Council of the City of Englewood, Colorado hereby adopts the International Fuel Gas Code 2012 as Title 8, Chapter 2, Article H, of the Englewood Municipal Code 2000, to read as follows:

CHAPTER 2

CONSTRUCTION AND SAFETY CODES

ARTICLE H
FUEL GAS CODE

8-2H-1: CODE ADOPTED:

There is hereby adopted, by reference thereto, the International Fuel Gas Code 2012 Edition, in its entirety including errata updates, published as part of the Code, by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, subject to the exceptions, modifications and amendments set forth in Section 8-2G-2 of this Article. The

City Clerk shall maintain a copy of the Code and errata updates which will be available for inspection during regular business hours.

8-2H-2: SPECIFIC MODIFICATIONS TO ADOPTED CODE:

The following specific changes, modifications and amendments are hereby made in the provisions of the International Fuel Gas Code 2012, hereinabove adopted:

A. CHAPTER 1. ADMINISTRATION. (Insert the following)

1. 101.1 Title

These regulations shall be known as the International Fuel Gas Code of the City of Englewood, hereinafter referred to as “this Code”.

2. 106.6.2 Fee schedule. (Insert the following.)

These fees shall be determined by City Council and set by resolution.

3. 106.6.3 Fee refunds. (Delete in its entirety and substitute the following).

Section 110.7 of the amended Building Code of the City of Englewood shall replace the requirements of this Section.

4. 108.1 Unlawful acts. (Delete in its entirety and substitute the following)

Section 8-1-8 and 8-1-9 of the Englewood Municipal Code shall replace the requirements of this Section.

5. 108.4 Violation penalties. (Delete in its entirety and substitute the following)

Section 8-1-10 of the Englewood Municipal Code shall replace the requirements of this Section.

6. 108.5 Stop work orders. (Amend and add the following sentence)

Upon notice from the code official that work is being done contrary to the provisions of this Code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner’s agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for penalties as prescribed in 108.4 as amended.

7. 109 MEANS OF APPEAL. (Delete in its entirety and substitute the following)

Section 8-1-7 of the Englewood Municipal Code shall replace the requirements of this Section.

Section 3. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 5. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 7. Choice of Code. Any party who has a pending application, where the permit application and final site plan have been submitted to the City before the date of final adoption of this Ordinance, shall make an election to proceed under either the current Code or the 2006 Code but not a combination thereof.

Section 8. Penalty. The Penalty Provision of E.M.C. Section 1-4-1 shall apply to each and every violation of this Ordinance.

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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

COUNCIL COMMUNICATION

Date: June 4, 2012	Agenda Item: 11 a i	Subject: Ordinance Approving the DRCOG Consortium Agreement for the Sustainable Communities Initiative
Initiated By: Community Development		Staff Source: Alan White, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

On September 6, 2011, Council adopted Resolution No. 78, Series of 2011, supporting the submission of an application by the Denver Regional Council of Governments (DRCOG) for a grant under HUD's Sustainable Communities Regional Planning Grant.

RECOMMENDED ACTION

Staff recommends adopting the attached bill for an ordinance approving the DRCOG Consortium Agreement for the Sustainable Communities Initiative.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Sustainable Communities Initiative is a regional planning effort that will include corridor planning along the Gold, East and Northwest rail/US 36 BRT transit lines, site specific planning for catalytic projects along those lines, and updates to Metro Vision, the regional plan. Other activities included in the initiative include Stakeholder Engagement and Outcomes Assessment and Knowledge Sharing (OAKS). Because Englewood is not affected by the three transit lines to be studied, our participation will be limited to updates to Metro Vision and the OAKS process as it may relate to Englewood Station and CityCenter TOD.

FINANCIAL IMPACT

There is no financial obligation to the City as a result of adopting this Ordinance.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012 _____

COUNCIL BILL NO. 37
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

A ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ENTITLED THE DENVER REGIONAL COUNCIL OF GOVERNMENTS (DRCOG) CONSORTIUM AGREEMENT FOR THE SUSTAINABLE COMMUNITIES INITIATIVE BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND DRCOG.

WHEREAS, the Denver Regional Council of Governments (DRCOG) has a Sustainable Communities Regional Planning Grant from the Federal government to support the regional planning activities which correspond with the activities of "Sustainable Communities Initiative: Metro Vision 2040 Plan Update"; and

WHEREAS, the Grant includes Federal Funds from the U.S. Department of Housing and Urban Development (HUD), Department of Transportation (DOT), and the Environmental Protection Agency (ETA) which awarded the Denver Region 4.5 Million Dollars for this Planning Grant; and

WHEREAS, the City Council of the City of Englewood passed Resolution No. 78, Series of 2011, supporting the submission of an application by DRCOG for a grant under HUD's Sustainable Communities Regional Planning Grant; and

WHEREAS, the passage of this proposed ordinance authorizes the City's participation in the intergovernmental agreement "DRCOG Sustainable Communities Initiative Consortium Agreement"; and

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 intergovernmental agreement entitled "DRCOG Sustainable Communities Initiative Consortium Agreement" by and between the City of Englewood and the Denver Regional Council of Governments (DRCOG), as attached hereto as Exhibit A.

Section 2. The Mayor is authorized to sign said Intergovernmental Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 4th day of June, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 8th day of June, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 6th day of June, 2012 for thirty (30) days.

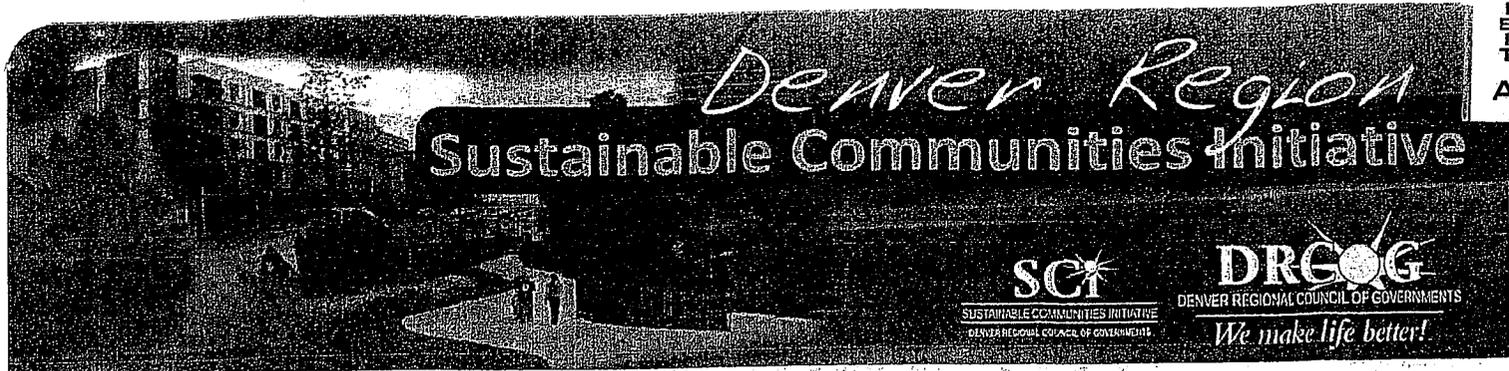
Randy P. Penn, Mayor

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 4th day of June, 2012.

Loucrishia A. Ellis



Consortium Agreement Frequently Asked Questions

Q: Who from my organization should sign the Agreement?

A: Any representative of the organization that has the authority to enter into an agreement on behalf of the organization may sign. For local governments, this may be a Planning Director, City or County Manager, elected official or other officer who is able to sign for the entity.

Q: Is the Agreement legally binding?

A: The Agreement does not create any financial or other obligations and does not give rise to any claims for breach. The main purpose of the Agreement is to confirm the governance structure and very general roles. A Consortium Agreement for these purposes is a required part of the Sustainable Communities Regional Planning Grant.

Q: What is the role of the "point person" that each member must designate?

A: The point person will serve as the primary contact for communication about the Sustainable Communities Initiative. Note that language from a previous draft of the Agreement indicating the point person will "cast the member's vote on any matter upon which a vote of member is taken" has been removed.

Q: Do the regional planning activities included in the Sustainable Communities Initiative correspond with the Metro Vision 2040 Plan update, or will they lead to the development of some other regional plan?

A: The regional planning activities will be part of the Metro Vision 2040 Plan update.

Q: Will organizations that don't sign the Agreement be excluded from the Metro Vision planning process?

A: Absolutely not. Development of the Metro Vision 2040 Plan will be an open and public process.

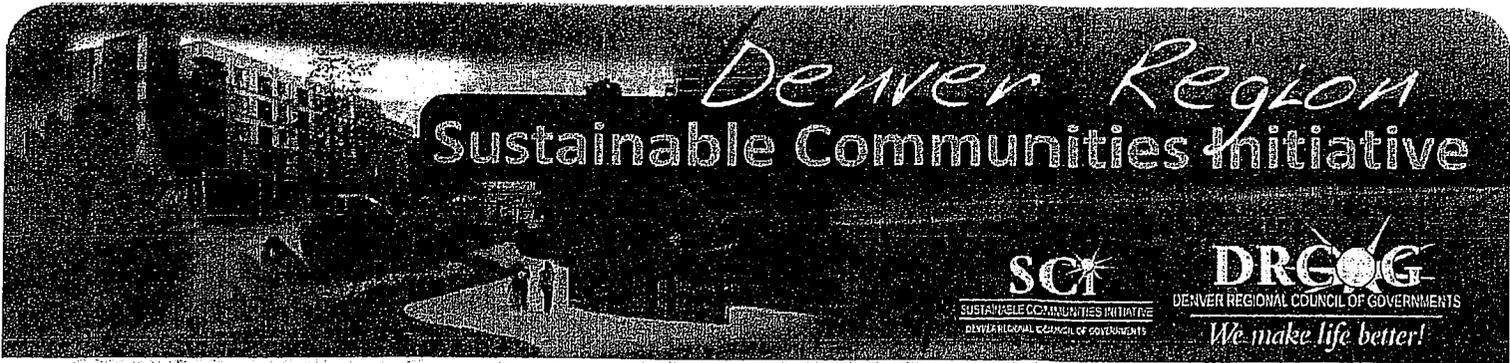
Q: Is the Consortium superseding the normal DRCOG process?

A: No, DRCOG is the regional decision-making body and the Agreement does not change that.

Q: My community isn't on a FasTracks Corridor; why should we sign the Agreement?

A: There are several reasons communities not located along the FasTracks Corridors receiving grant funding may wish to sign the Agreement:

- FasTracks is a regional project with regional benefits. The Sustainable Communities Initiative aims to maximize the benefits of FasTracks and ensure these benefits extend well beyond the transit lines themselves.
- Lessons learned through the corridor planning activities and catalytic projects can apply to other transit corridors.
- The Sustainable Communities Initiative includes regional planning activities that will address the full DRCOG planning area and a broad range of issues, such as Rural Town Centers.
- By signing the Agreement, partners affirm their commitment of matching resources and willingness to collaborate with new partners on new issues.



Consortium Agreement

May 16, 2012

Background

The Denver region enjoys a storied history of collaboration, anchored by the Denver Regional Council of Governments (DRCOG), its 56 member governments and more than 50 years of weaving land use, transportation and environmental concerns into a fully integrated regional plan. *Metro Vision*, most recently updated in February 2011, provides the framework that will guide this region into a future of expanded opportunities for people of all ages, incomes and abilities, supporting vibrant communities and a robust regional economy.

In November 2011 the Sustainable Communities Partnership, a federal collaboration of the U.S. Department of Housing and Urban Development (HUD), Department of Transportation (DOT), and Environmental Protection Agency (EPA), awarded the Denver region a \$4.5 million Regional Planning Grant. With this grant funding, a Consortium of municipalities, counties, state agencies, housing authorities, nonprofits, corporate interests, philanthropic and academic organizations will work together to further enhance and implement *Metro Vision*, while addressing one of our region's most pressing and exciting challenges: leveraging the planned \$6.7 billion expansion of the FasTracks transit system.

This document establishes the goals of the Consortium and the conditions under which Consortium members shall participate in the planning and related activities funded by the Sustainable Communities Regional Planning Grant, sometimes referred to herein as the Initiative.

Goals

The Consortium's overarching goal is to align investments, programs and policies to maximize the benefits that result from the region's investment in transit. We anticipate a region with greater access to job opportunities across the entire income spectrum, lower combined transportation and housing costs, reduced consumption of fossil fuels, reduced strain on our air and water resources, and ultimately the development of concentrated, mixed-use, pedestrian- and bicycle-friendly "urban centers" along transit lines that allow residents to easily access their daily needs without having to get into a car.

Grant-Funded Activities

The planning process is divided into five main categories. The first three represent distinct but interrelated planning levels – regional, corridor and site-specific (Catalytic Projects). The remaining two – Stakeholder Engagement and Outcomes Assessment and Knowledge Sharing (OAKS) – cut across and

support planning efforts at all three levels. Regional planning activities will focus on further refinements to *Metro Vision*, particularly the issues of access to housing choices and economic opportunity. Detailed execution planning at the corridor level will bring *Metro Vision* closer to implementation, and will focus on the three transit corridors currently under construction as part of the innovative EAGLE P3 public-private partnership (Gold, East, and Northwest rail/US36 BRT). Corridor-level planning will in turn lead to the identification and selection of three Catalytic Projects (one on each corridor) at specific sites that offer the potential for transformational changes. The West Line, which recently completed corridor-wide planning, has also identified a fourth Catalytic Project at the Sheridan Station. Pre-development planning, environmental review and policy changes that catalyze redevelopment at these sites will in turn provide valuable lessons for other transit station areas throughout the region.

Benefits to Consortium Members

Participate in regional and corridor planning

Metro Vision and the corridor planning provides a framework where Consortium members can find common ground on shared goals the region can collectively work toward. Consortium members can play a role ensuring *Metro Vision* and corridor planning activities reflect and advance the mission of their local government, organization or constituency.

Recognize the value of communities within the regional context

The physical and cultural diversity of the many communities that comprise the Denver region creates the opportunity for a wide variety of economic development initiatives and living styles. Through participation in *Metro Vision* and corridor planning activities, Consortium members can raise awareness of the unique contribution that each individual community makes toward regional goals. In turn, a stronger, more livable region will serve to strengthen and sustain its individual communities.

Gain access to tools, data and best practices

A considerable amount of data will be collected and disseminated as part of the *Metro Vision* and corridor planning process. Grant resources will also fund the development of decision-support tools, case studies of best practices, and training opportunities for Consortium members. These resources will increase Consortium members' understanding of the livability principles and capacity to enhance livability within their own communities.

Foster new partnerships and increased collaboration among entities in the region

The *Metro Vision* and corridor planning process will bring together stakeholders from a wide variety of sectors and disciplines, some of whom may not have worked together previously, and highlight opportunities for Consortium members with similar goals to coordinate efforts and align resources. These relationships will live beyond the grant-funding period and support ongoing collaboration.

Access funding opportunities

In recognition of the Denver region's ongoing commitment to advancing sustainability, HUD has awarded the region Preferred Sustainability Status. Consortium members may therefore be able to claim additional points or receive special consideration when applying for funding through HUD and other agencies affiliated with the Federal Partnership for Sustainability.

Responsibilities of Consortium Members

Actively collaborate on regional, corridor, and site-level planning activities

Consortium members will work together through the *Metro Vision* and corridor planning activities to identify shared goals, values and interests, and to develop consensus on policies and strategies for implementation. Active engagement may include participation in the Corridor Working Groups, stakeholder committees, advisory committees, workshops and trainings, case studies, and other opportunities that arise throughout the planning process to contribute to the overall effort. In contributing to the effort, Consortium members will make good on any commitments of matching resources.

Share information and ensure broad participation

The full Consortium will convene at least twice annually to share information on their collective efforts and address any key issues that arise during the planning process. Consortium members will also serve as ambassadors for the Sustainable Communities Initiative, assisting with outreach both to members of the public and to members of their organization or local government. By raising awareness of the planning activities and identifying potential new partners, Consortium members will help ensure the Initiative is comprehensive in scope and includes a broad diversity of perspectives, particularly from communities that are traditionally underrepresented in the planning process. Consortium members will designate a point person within their organization who will serve as the primary contact for the Initiative and who will be responsible for communicating the activities of the Consortium to their organization and constituents. If the point of contact changes, the Consortium member must provide DRCOG staff with contact information for the new designated contact person.

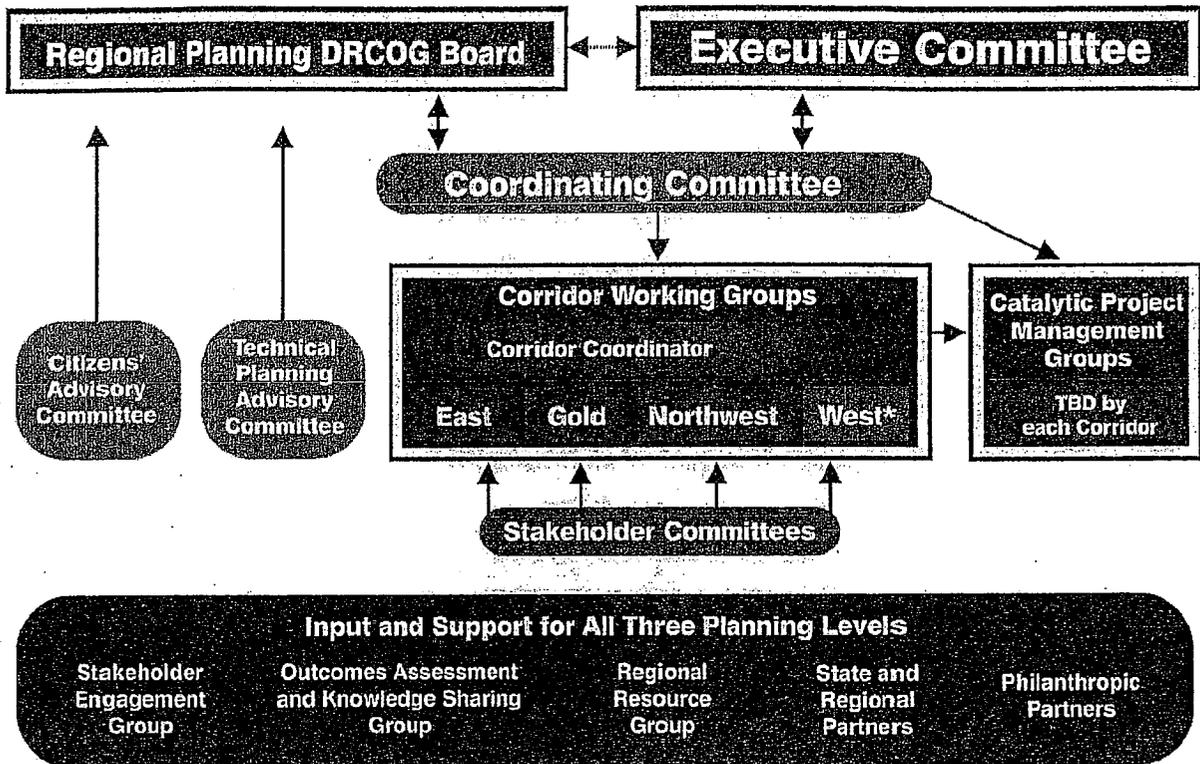
Assist with plan implementation

Consortium members will help identify opportunities to implement the projects and strategies identified in *Metro Vision* and the corridor plans. Consortium members will also facilitate any needed revisions to existing plans to ensure consistency with common regional or corridor-level goals.

Governance Structure

Figure 1. Consortium Governance Structure

The Consortium is comprised of the groups below involved in each of the three levels of planning and implementation: regional, corridor, and site (catalytic projects). Rectangles with thick white borders represent decision-making bodies.



*West Corridor to receive grant funding for catalytic project only; all other corridors to receive funding for both planning and catalytic projects.

The roles, purposes and responsibilities of the various committees and groups are as generally described below. The Executive Committee is authorized to promulgate written guidelines governing the size, membership, removal of members, and procedures of that committee, provided the guidelines are consistent with the provisions below. Each Corridor Working Group is authorized to promulgate such guidelines for their own group, and the Executive Director of DRCOG is authorized to promulgate such guidelines for all other committees and groups.

The *Executive Committee*, comprised of leaders from the public, private, and non-profit sectors, will provide project oversight to ensure the proposed planning efforts meet the objectives set forth in this Agreement and result in implementable strategies that equitably benefit the Denver region. The Committee will work toward consensus when making decisions, but upon the affirmative vote of the majority of members present and voting, the Committee may decide any questions that cannot be resolved by consensus. The Committee will meet quarterly and have the following responsibilities:

- Serve as champions for the Initiative, setting the tone for regional collaboration and advocating for the planning process
- If necessary, resolve conflicts or disputes and redirect any activities not aligned with the Consortium's objectives
- Approve the initial work plan and any subsequent modifications
- Receive quarterly updates and provide feedback on grant-funded activities, grant fund expenditures and allocation of matching resources
- Educate and inform others about the Initiative
- Provide direction to the Coordinating Committee on how grant-funded activities could be coordinated with and amplify other allied efforts
- Each Executive Committee member will represent the perspective of their particular interest group, while seeking common ground with other interest groups
- As described below, the Executive Committee will provide input to DRCOG throughout the regional planning process, and the DRCOG Board of Directors is the final decision maker on any proposed updates to the *Metro Vision* plan. The Executive Committee may also make recommendations to DRCOG regarding changes to the grant budget.

The ***Coordinating Committee***, comprised of staff from DRCOG and members of Mile High Connects, will provide logistical support and day-to-day project direction, and support the Executive Committee in providing project oversight. Its key functions are ensuring integration of regional, corridor and catalytic project planning efforts, and keeping the Executive Committee informed of grant activities and any related issues. The Committee will make decisions by consensus. Any issues that cannot be resolved by consensus will be elevated to the Executive Committee. Specific responsibilities of the Committee include:

- Ensure coordination among Consortium members and among grant-funded activities
- Develop detailed scopes of work for sub-recipients and contractors as needed
- Attend to HUD requirements for reporting on and managing the grant-funded activities

The ***Denver Regional Council of Governments (DRCOG)***, as the Regional Planning Commission and Metropolitan Planning Organization (MPO) for the Denver region, will lead and coordinate all regional planning efforts, including the potential expansion of regional goals and policies within *Metro Vision*. The DRCOG Board of Directors, comprised of elected officials from each of the member governments, will make all policy-related decisions regarding the update of *Metro Vision*. DRCOG's Articles of Association detail the Board's decision-making procedures.

To ensure participation of key stakeholders in regional planning, DRCOG intends to establish the two committees described below. The Executive Committee will also provide input to the DRCOG Board throughout the regional planning process. The DRCOG Board is the final decision maker on any proposed updates to the *Metro Vision* plan.

- The ***Citizens' Advisory Committee***, comprised of resident leaders from throughout the region, including individuals representing the interests of low-income households, minorities, the elderly

and people with disabilities, will provide recommendations to the DRCOG Board on *Metro Vision* policies and the engagement of community members in the regional planning process, particularly the direct involvement of those typically underrepresented.

- The **Technical Planning Advisory Committee**, comprised of local planning staff and subject-matter experts, will provide technical recommendations to the DRCOG Board on efforts to improve *Metro Vision*.

DRCOG is also serving as fiscal and administrative agent for the grant and will allocate resources to sub-recipients and award consultant contracts as needed. Through its annual budgeting process, the DRCOG Board will approve the grant budget and any subsequent changes. The DRCOG Administrative Committee will approve contracts with sub-recipients and consultants.

The **Corridor Working Groups**, comprised of city and county officials, housing authorities, and subject-matter experts, will direct corridor-level planning activities and establish a vision and goals unique to their corridor. Each Corridor Working Group will either manage its catalytic project directly or delegate that task to another entity. The existing West Line Working Group, having successfully carried out corridor level planning over the past year, will focus primarily on catalytic project planning activities. The other three corridors (East, Gold and Northwest rail/US36 BRT) will establish new Working Groups and create their own governance structures, using the West Line Working Group as a model.

- Reconnecting America will serve as the **Corridor Coordinator** across these new Working Groups to assure alignment with SCRPG objectives, provide training and capacity building, and share best practices among Working Groups.
- Each Working Group will receive direct input from larger corridor-wide **Stakeholder Committees**, which will include local residents. Corridor Working Groups will make all policy-related decisions regarding corridor and catalytic project planning efforts.

The **Regional Resource Group** includes organizations with demonstrated subject-matter expertise in housing, transportation, community and economic development, education, creative businesses and the arts, public health, environmental issues, urban agriculture, issues relevant to older adults, promoting equitable outcomes for low-income populations, and stakeholder engagement. Members of this group are committed and available to provide input and assistance at the behest of regional, corridor and catalytic project leadership needs. Many have committed matching resources and/or offered services at a discounted rate. Each member of the regional resource group will provide information on the types of assistance and services they can offer, which DRCOG will distribute to the full Consortium.

The **Outcomes Assessment and Knowledge Sharing (OAKS) Group** will help evaluate the outcomes of current and previous planning efforts, provide opportunities to share lessons learned and best practices, and ensure these lessons are integrated into ongoing planning efforts through the development of performance measures and decision support tools. The OAKS group includes University of Colorado-Denver, the Colorado Department of Public Health and the Environment, PlaceMatters and Reconnecting America. Activities of this group will support the collection and dissemination of information among participating agencies to ensure that decisions are well-informed and communicated

across jurisdictions. Case study reports will evaluate the existing light rail corridors in the Denver region (Southeast and Southwest lines) as well as the corridor nearing completion (West Line) in terms of their contribution to regional targets. Lessons learned both locally and nationally will be integrated into regional, corridor, and catalytic project planning efforts through the use of cutting-edge decision support tools. DRCOG's online regional data catalog will also make data and information associated with the proposed planning activities widely available.

The **Stakeholder Engagement Group** includes FRESC, The Denver Foundation, Transit Alliance and PlaceMatters. This group will ensure stakeholders have meaningful opportunities to provide input and feedback throughout the proposed planning and implementation activities at the regional, corridor and catalytic project levels, as well as the skills and knowledge required to participate effectively. Activities of this group will include capacity building and stakeholder engagement among traditionally disadvantaged communities; Citizens' Academies that engage a broad range of constituents; and large-scale, interactive meetings. These efforts will help populate the regional Citizens' Advisory Committee and Corridor Stakeholder Committees, particularly with people typically underrepresented in the planning process.

State and Regional Partners include the Colorado departments of local affairs, public health and environment, and transportation; the Regional Transportation District; and the Regional Air Quality Council. These partners have committed staff time and technical expertise, and will ensure state and regional efforts are coordinated with and enhance the proposed activities. **Philanthropic Partners** have also committed funding and technical expertise to directly support the proposed activities, as well as funding for a variety of related initiatives that will ensure the benefits gained are widespread and realized for generations to come.

Accountability Measures

DRCOG is serving as fiscal and administrative agent for the grant and will act in a representative capacity with HUD on behalf of all members of the Consortium with respect to reporting to HUD and ensuring compliance with the requirements of the grant program. In this capacity, DRCOG will administer grant funding, budgeting and accounting, and will be the contracting agent to award and administer sub-recipient contracts and other contracts as needed. DRCOG may establish rules and policies governing the process for award of contracts, including without limitation rules prohibiting actual or potential conflicts of interest.

All Consortium members that have pledged in-kind support or other match requirements will work with DRCOG to document the number of hours spent on the project and the allocation of other matching resources, and will enter into an agreement governing their pledge if required by DRCOG. All Consortium members that will be receiving grant funds (sub-recipients) will enter into a formal contract with DRCOG that outlines the work to be performed and deliverables, and provide progress reports to DRCOG on a regular basis. DRCOG will use these reports to share information on the status of grant-funded activities with the larger Consortium.

Expansion of Consortium Membership

Any entity supportive of the Consortium's goals may join at any time by becoming a signatory to this Agreement. The Executive Committee, Coordinating Committee, Corridor Working Groups and DRCOG Board may undertake special outreach to engage new partners and underrepresented constituencies as needed.

Duration of Consortium Agreement

This Agreement shall remain in force for the duration of the Sustainable Communities Regional Planning Grant funding period, which is expected to conclude on February 15, 2015. This Agreement and the Consortium may be continued beyond the grant conclusion date through a writing signed by those members wishing to continue this Agreement beyond the grant conclusion date.

Withdrawal From Consortium Agreement

Any member may, at any time, provide written notice to DRCOG of their intent to leave the Consortium, which notice shall state the effective date of withdrawal. Upon withdrawal, the member shall no longer be a party to this Agreement and shall no longer receive any benefits of Consortium membership, unless there is a specific written agreement to the contrary. However, a withdrawing member shall remain obligated to satisfy any pledge of in kind support or match requirement that is outstanding at the time of withdrawal. If approved by DRCOG, the member's obligation may be satisfied by working with DRCOG to secure equivalent resources from an alternative source.

Changes to Terms of Agreement

The Executive Committee may, after consultation with the Consortium members, elect to change the terms of this Agreement at any time and will provide written notification of any changes to the entire Consortium membership.

Signatures

An entity becomes a member of the Consortium by signing this Agreement and returning its signature page to DRCOG. This Agreement may be signed in any number of copies or counterparts, each of which shall constitute an original and all of which shall constitute one and same document. Signature submitted by facsimile or electronic transmission shall be sufficient and binding.

Signature Page Follows

Member Signature Page

Instruction: This Agreement is to be signed by a representative of each Consortium member who has the authority to enter into an agreement on behalf of that entity. Please return your entity's signed original of this Signature Page to Jill Locantore at DRCOG, 1290 Broadway, Suite 700, Denver, CO 80203. Please keep a signed copy of this Agreement for your records.

By signing this Consortium Agreement, the undersigned party hereby agrees to join the Denver Region Sustainable Communities Consortium effective as of the date of signing and agrees to the provisions of the Consortium Agreement.

EXECUTED this ____ day of _____, 2012

Signature

Randy P. Penn

Name (please print)

Mayor

Title

Organization

Primary Point of Contact:

Name

Title

Phone

E-mail

Mailing address

OPTIONAL Additional Information

Areas of the Sustainable Communities Initiative your organization will participate in:

Check all that apply

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Metro Vision Plan Update | <input type="checkbox"/> Regional Resource Group |
| <input type="checkbox"/> Boomer Bond | <input type="checkbox"/> Executive Committee |
| <input type="checkbox"/> Regional Equity Atlas | <input type="checkbox"/> Coordinating Committee |
| <input type="checkbox"/> Stakeholder Engagement <ul style="list-style-type: none"><input type="radio"/> Citizens' Academies<input type="radio"/> Outreach to traditionally disadvantaged communities | <input type="checkbox"/> Corridor Planning <ul style="list-style-type: none"><input type="radio"/> East<input type="radio"/> Gold<input type="radio"/> Northwest Rail/US 36 BRT |
| <input type="checkbox"/> Outcomes Assessment and Knowledge Sharing <ul style="list-style-type: none"><input type="radio"/> Case Studies (Existing Transit Lines)<input type="radio"/> Workshops and Trainings | <input type="checkbox"/> Catalytic Projects <ul style="list-style-type: none"><input type="radio"/> West<input type="radio"/> East<input type="radio"/> Gold<input type="radio"/> Northwest Rail/US 36 BRT |

Details of how your organization anticipates participating in the areas checked above:

Matching resources your organization will commit to the Sustainable Communities Initiative:

- Cash In-Kind Other

Value:

Description:

COUNCIL COMMUNICATION

Date: June 4, 2012	Agenda Item: 11 c i	Subject: Resolution for a transfer of funds and a supplemental appropriation for repairs to the fountain and amenities at the Little Dry Creek Plaza
Initiated By: Finance and Administrative Services Department		Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council discussed this issue at the May 21, 2012 Study Session. Council directed staff to draft a resolution for a transfer and supplemental appropriation for \$100,000 (Long Term Asset Reserve funds) to fund the repair of the fountain and amenities at the Little Dry Creek Plaza adjacent to Englewood Marketplace. The repair of the fountain is considered an incentive to have McAlister's Deli locate at the Marketplace.

RECOMMENDED ACTION

Staff recommends City Council approve the attached resolution for a transfer and supplemental appropriation of funds for the repair of the fountain and amenities at the Little Dry Creek Plaza.

SOURCES AND USES OF FUNDS

GENERAL FUND:

SOURCE OF FUNDS:

Long Term Asset Reserve (LTAR) \$100,000

USE OF FUNDS:

Transfer Out to the Public Improvement Fund \$100,000

PUBLIC IMPROVEMENT FUND:

SOURCE OF FUNDS:

Transfer In from the General Fund \$100,000

USE OF FUNDS:

Repair the Fountain and Amenities at Little Dry Creek Plaza \$100,000

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This transfer and supplemental appropriation was not known when the 2012 Budget was prepared. These funds are both a public improvement and an economic incentive that may help revitalize the Englewood Marketplace.

FINANCIAL IMPACT

The Long Term Asset Reserve will decrease a maximum of \$100,000. Actual cost will be determined and no expenditures will be made until a lease agreement has been finalized with McAlister's and a building permit issued. Expenditures will be capped at \$100,000.

LIST OF ATTACHMENTS

May 21, 2012 Study Session Memorandum
Proposed Resolution



Memorandum

City Manager's Office

TO: Mayor Penn and Members of City Council

THROUGH: Gary Sears, City Manager

FROM: Michael Flaherty, Deputy City Manager

DATE: May 17, 2012

SUBJECT: McAlister's Deli – Englewood Market Place: Public Improvement Request

McAlister's Deli is a chain of fast-casual restaurants based in Oxford, Mississippi with over 300 locations in 23 states, ranging from Virginia in the East to Florida in the South to Indiana in the Midwest and to Colorado in the West. The McAlister's concept is similar to that of Panera Bread and Corner Bakery. Colorado franchises are currently found in Aurora, Pueblo, Fort Collins and Grand Junction

Economic Development Manager Darren Hollingsworth was approached earlier this year by the representative of McAlister's franchisee group and the broker for Englewood Market Place regarding a possible restaurant to be located at the site of the former Blockbuster Video. The group's representative is asking for City assistance in establishing a restaurant at Market Place, specifically, the letter of intent with Market Place includes a contingency that the lease is subject to the City's agreement to recondition the fountain, provide maintenance of the plaza and provision of a license agreement for outdoor seating.

Within certain limitations, outdoor seating may be accomplished administratively through a City permit, and in addition, some repairs are needed in the plaza area to steps, railings, concrete and flagstone. The fountain, which has been out of operation since 2008 due to budget reductions, will require repairs, cleaning and modification. In its previous operation, the fountain drew large quantities of water from the pond area of Little Dry Creek. The volume of water required multiple pumps that were expensive to maintain and to operate, in excess of \$4000 some months in Xcel charges alone, which is the primary reason that the fountain operation was discontinued.

The Public Works staff has proposed that the fountain be changed to a "closed system" that recirculates potable water, rather than drawing water from the pond. This would allow for use of small, more energy efficient pumps and avoid the issues of dirt, debris and odor that come with the brackish creek water. The cost of a modified fountain is also considerably less costly than reactivating the fountain as it previously operated.

The estimated cost of repairing the plaza area and putting the fountain into operation is \$100,000. In addition, the operation of the fountain will have annual operating costs to the Parks and Recreation Department, particularly Xcel charges for electricity, although hopefully at a rate considerable less than the prior operation, and general repairs and maintenance during the annual operation of the fountain from May through mid-October. Although this cost cannot be estimated precisely, it could approach \$15,000-\$18,000 annually.

Direct financial benefit will be realized from the proposed restaurant through two sources. Building improvement and acquisition of furniture, fixtures and equipment are estimated at \$1,075,000. Annual sales, based on McAlister's experience, are estimated at \$1,500,000 - \$2,000,000. Use taxes (a onetime payment) derived from the project are estimated at a minimum of \$37,500 and annual sales tax revenues, based on the lower amount of the range, will be \$52,500 annually.

Unfortunately, to meet the time requirements of McAlister's – the Letter of Intent expires on June 15th and it is their desire to be under construction soon thereafter-funding of the requested public improvement by the City would need to be assured before a lease is executed. Funds are not budgeted for the requested improvements nor are funds available in the Capital Improvement Fund. Consequently, staff is requesting authorization from Council for use of \$100,000 from the LATR funds for this purpose.

Staff believes that a public investment at this location will not only help the City to secure a desirable tenant, but that these improvements along with the seven day/week activity that the restaurant generates will have a very positive impact on Market Place and the surrounding area. It should also be noted that a previous prospective restaurant tenant for the same site had also inquired about the City activating the fountain. The Market Place broker has had interest from other potential tenants for this space; however, those uses would not generate sales tax, or provide the level of activity that a restaurant would. Staff believes constructing the needed improvements would be a good investment, given the projected net income from sales tax and the benefit that would be realized by the entire area from increased business activity. If Council supports the proposed plan, staff will proceed with the recommended improvements.

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION APPROVING A TRANSFER AND SUPPLEMENTAL APPROPRIATION TO THE 2012 BUDGET FOR THE REPAIR OF THE FOUNTAIN AND AMENITIES AT LITTLE DRY CREEK PLAZA.

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 in October 2011; and

WHEREAS, this supplemental appropriation to the 2012 Budget is due to total expenditures for the year not being fully known when the 2012 Budget was approved

WHEREAS, the repair of the fountain and amenities located at Little Dry Creek Plaza is considered an economic incentive and a public improvement that may help revitalize the Englewood Marketplace.

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

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

2012 SUPPLEMENTAL APPROPRIATION

GENERAL FUND

SOURCE OF FUNDS:

Long Term Asset Reserve (LTAR) \$100,000

USE OF FUNDS:

Transfer Out to the Public Improvement Fund \$100,000

PUBLIC IMPROVEMENT FUND

SOURCE OF FUNDS:

Transfer In From the General Fund \$100,000

USE OF FUNDS:

Repair of the Fountain and amenities of the fountain at the Little Dry Creek Plaza \$100,000

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 4th day of June, 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

Date: June 4, 2012	Agenda Item: 11 c ii	Subject: A Resolution Setting Various Permit Fees Pertaining to Building Permits
Initiated By: Fire Department/Division of Building and Safety		Staff Source: Lance Smith, Chief Building Official

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council reviewed the International Building Codes during the May 7, 2012 Study Session and adopted them on first reading May 21, 2012. The Code adoption ordinances are scheduled for second reading June 4, 2012. The next step is establishing the schedule of fees for various permit fees related to these Codes.

RECOMMENDED ACTION

Staff requests City Council approve a resolution establishing the Schedule of Permit Fees for various permits.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood has used the Schedule of Permit Fees to determine permit fees for the various permits issued by the Building Division since 1953 and updates this schedule periodically.

The Building and Safety staff has reviewed the Schedule of Permit Fees and recommends approval. These fees remain the same as in the 2006 International Codes with the exception being for fence and roofing permits. Fence permit valuation will increase from \$15 to \$25 per linear foot, fence installations average from \$25 to \$35 per linear foot. Roof permit valuation will increase from \$75 to \$200 per square (100 sq. ft.), roof installations average from \$200 to \$350 per square.

FINANCIAL IMPACT

The will be no financial impact.

LIST OF ATTACHMENTS

Resolution

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION SETTING VARIOUS PERMIT FEES PERTAINING TO BUILDING PERMITS.

WHEREAS, the City of Englewood City Council approved Council Bill No. 27, Series of 2012, which amended the International Building Code and addressed new Permit Fees; and

WHEREAS, the passage of this proposed resolution will establish new Permit Fees and other fees relating to the amended Title 8, Chapter 2, Articles A through H of the Englewood Municipal Code 2000;

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

Section 1. The City Council of the City of Englewood, Colorado authorizes the following Building Permit Fees and Other Fees as follows:

109.2 Schedule of Permit Fees

The fee for each permit shall be as follows:

BUILDING PERMIT FEES

Total Valuation	Fee
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,000.01 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00

\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof

OTHER FEES

Plan Review fee shall be	65% of the building permit fee as shown in Table 1 of the International Building Code as amended.
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Additional Plan review fees required by changes additions or revisions.	\$47.00 per hour
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Exemption to Plan Review
 Fee Exception: the 65% plan fee shall be waived for single-family, owner occupied, dwellings.

Reinspection Fees	\$47.00
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Issuance of Temporary Certificate of Occupancy	\$150.00
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Annual certificates of elevator inspection	
For each elevator ...	\$210.00

For each escalator or moving walk.	\$210.00
For each commercial dumbwaiter.	\$210.00
Elevator Permit Fee	\$30.00
Commercial Elevator Acceptance	\$750.00
Residential Elevator Acceptance	\$500.00
Special Elevator Inspections	\$100.00 per hour

MISCELLANEOUS VALUATIONS

Asphalt roofing	\$200.00 per square
Wood fencing	\$25.00 per linear foot

ADOPTED AND APPROVED this 4th day of June, 2012.

ATTEST:

Randy K. Penn, Mayor

Loucrishia A. Ellis, City Clerk

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

Date: June 4, 2012	Agenda Item: 11 c iii	Subject: Englewood, Oxford, and Bates Station Area Master Plan Contract Award: Crandall Arambula
Initiated By: Community Development Department		Staff Source: John Voboril, Long Range Planner II

PREVIOUS COUNCIL ACTION

At the September 25, 2010 Council budget meeting, City Council directed Community Development to prepare a Transportation Improvement Program (TIP) application to the Denver Regional Council of Governments (DRCOG) requesting funding of a light rail station area master plan project to be administered by the Regional Transportation District (RTD). City Council approved a resolution supporting the final TIP application at the October 4, 2010 regular City Council meeting. City Council approved an Inter-governmental Agreement (IGA) with RTD at the February 21, 2012 regular City Council meeting.

RECOMMENDED ACTION

Community Development is requesting Council approve, by motion, a standard City contract for professional services outlined in an attachment under schedule A, with Crandall Arambula, the firm chosen through a competitive Request for Proposal (RFP) process, for a total project cost of \$149,967.

BACKGROUND AND ANALYSIS

DRCOG has programmed three million dollars of the region's total Congestion Mitigation and Air Quality (CMAQ) funding for Urban Center Studies and Light Rail Station Area Master Plans. Community Development successfully applied for funding of a comprehensive station area master plan for all three current and future light rail station areas within Englewood municipal boundaries (Englewood, Oxford, and Bates Stations).

A total of eight consulting firms submitted proposals for the station area master plan project. Each proposal was rated by Community Development staff in terms of project methodology, firm and staff profiles, capacity to assume risk, references, and fee schedule. The four highest scoring consulting teams were shortlisted and interviewed by Community Development staff members, as well as Deputy City Manager Mike Flaherty and Public Work Capital Project Administrator Dave Henderson. Crandall Arambula, a recognized expert in light rail station master planning based in Portland, Oregon, was the overwhelming choice for the award of the Englewood, Oxford, and Bates Station Area Master Plan project.

FINANCIAL IMPACT

DRCOG has committed \$120,000 of CMAQ funds to the Englewood, Oxford, and Bates Station Area Master Plan project, with a requirement for a minimum local match of twenty percent of the total project cost of \$149,967. The local match for this project (\$30,000) is budgeted in the Public Improvement Fund.

LIST OF ATTACHMENTS

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

ENGLEWOOD, OXFORD, AND BATES STATION AREA MASTER PLAN

This Professional Services Agreement (the "Agreement") is made as of this ____ day of _____, 2012, (the "Effective Date") by and between Crandall Arambula, an Oregon Professional Corporation ("Consultant"), and The City of Englewood, Colorado, a municipal corporation organized under the laws of the State of Colorado ("City").

City desires that Consultant, from time to time, provide certain consulting services, systems integration services, data conversion services, training services, and/or related services as described herein, and Consultant desires to perform such services on behalf of City on the terms and conditions set forth herein.

In consideration of the foregoing and the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. The terms set forth below shall be defined as follows:

(a) "Intellectual Property Rights" shall mean any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (1) rights associate with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (2) trademark and trade name rights and similar rights, (3) trade secret rights, (4) patents, designs, algorithms and other industrial property rights, (5) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (6) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(b) "Work Product" shall mean all patents, patent applications, inventions, designs, mask works, processes, methodologies, copyrights and copyrightable works, trade secrets including confidential information, data, designs, manuals, training materials and documentation, formulas, knowledge of manufacturing processes, methods, prices, financial and accounting data,

products and product specifications and all other Intellectual Property Rights created, developed or prepared, documented and/or delivered by Consultant, pursuant to the provision of the Services.

2. Statements of Work. During the term hereof and subject to the terms and conditions contained herein, Consultant agrees to provide, on an as requested basis, the consulting services, systems integration services, data conversion services, training services, and related services (the "Services") as further described in Schedule A (the "Statement of Work") for City, and in such additional Statements of Work as may be executed by each of the parties hereto from time to time pursuant to this Agreement. Each Statement of Work shall specify the scope of work, specifications, basis of compensation and payment schedule, estimated length of time required to complete each Statement of Work, including the estimated start/finish dates, and other relevant information and shall incorporate all terms and conditions contained in this Agreement

3. Performance of Services.

(a) **Performance.** Consultant shall perform the Services necessary to complete all projects outlined in a Statement of Work in a timely and professional manner consistent with the specifications, if any, set forth in the

Statement of Work, and in accordance with industry standards. Consultant agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents in completing the projects outlined in a Statement of Work.

(b) Delays. Consultant agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Consultant's ability to meet the requirements of the Agreement, or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement or any Statement of Work. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

(c) Discrepancies. If anything necessary for the clear understanding of the Services has been omitted from the Agreement specifications or it appears that various instructions are in conflict, Vendor shall secure written instructions from City's project director before proceeding with the performance of the Services affected by such omissions or discrepancies.

4. Invoices and Payment. Unless otherwise provided in a Statement of Work, City shall pay the amounts agreed to in a Statement of Work within thirty (30) days following the acceptance by City of the work called for in a Statement of Work by City. Acceptance procedures shall be outlined in the Statement of Work. If City disputes all or any portion of an invoice for charges, then City shall pay the undisputed portion of the invoice by the due date and shall provide the following notification with respect to the disputed portion of the invoice. City shall notify Consultant as soon as possible of the specific amount disputed and shall provide reasonable detail as to the basis for the dispute. The parties shall then attempt to resolve the disputed portion of such invoice as soon as possible. Upon resolution of the disputed portion, City shall pay to Consultant the resolved amount.

5. Taxes. City is not subject to taxation. No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices. City shall not be obligated to pay or reimburse Consultant for any taxes attributable to the sale of any Services which are imposed on or measured by net or gross income, capital, net worth, franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by Consultant. Upon written notification by City and subsequent verification by Consultant, Consultant shall reimburse or credit, as applicable, City in a timely manner, for any and all taxes erroneously paid by City. City shall provide Consultant with, and Consultant shall accept in good faith, resale, direct pay, or other exemption certificates, as applicable.

6. Out of Pocket Expenses. Consultant shall be reimbursed only for expenses which are expressly provided for in a Statement of Work or which have been approved in advance in writing by City, provided Consultant has furnished such documentation for authorized expenses as City may reasonably request.

7. Audits. Consultant shall provide such employees and independent auditors and inspectors as City may designate with reasonable access to all sites from which Services are performed for the purposes of performing audits or inspections of Consultant's operations and compliance with this Agreement. Consultant shall provide such auditors and inspectors any reasonable assistance that they may require. Such audits shall be conducted in such a way so that the Services or services to any other customer of Consultant are not impacted adversely.

8. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue unless this Agreement is terminated as provided in this Section 8.

(a) Convenience. City may, without cause and without penalty, terminate the provision of Services under any or all Statements of Work upon thirty (30) days prior written notice. Upon such termination, City

shall, upon receipt of an invoice from Consultant, pay Consultant for Services actually rendered prior to the effective date of such termination. Charges will be based on time expended for all incomplete tasks as listed in the applicable Statement of Work, and all completed tasks will be charged as indicated in the applicable Statement of Work.

(b) No Outstanding Statements of Work. Either party may terminate this Agreement by providing the other party with at least thirty (30) days prior written notice of termination if there are no outstanding Statements of Work.

(c) Material Breach. If either party materially defaults in the performance of any term of a Statement of Work or this Agreement with respect to a specific Statement of Work (other than by nonpayment) and does not substantially cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting party may terminate this Agreement or any or all outstanding Statements of Work by providing ten (10) days prior written notice of termination to the defaulting party.

(d) Bankruptcy or Insolvency. Either party may terminate this Agreement effective upon written notice stating its intention to terminate in the event the other party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee, custodian, or liquidator for its business or all or substantially all of its assets; (3) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency laws; or (4) files a petition seeking relief or reorganization under any bankruptcy or insolvency laws is filed against that other party and is not dismissed within sixty (60) days after it was filed.

(e) TABOR. The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is

understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment obligations of City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next succeeding December 31. Financial obligations of City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

(f) Return of Property. Upon termination of this Agreement, both parties agree to return to the other all property (including any Confidential Information, as defined in Section 11) of the other party that it may have in its possession or control.

9. City Obligations. City will provide timely access to City personnel, systems and information required for Consultant to perform its obligations hereunder. City shall provide to Consultant's employees performing its obligations hereunder at City's premises, without charge, a reasonable work environment in compliance with all applicable laws and regulations, including office space, furniture, telephone service, and reproduction, computer, facsimile, secretarial and other necessary equipment, supplies, and services. With respect to all third party hardware or software operated by or on behalf of City, City shall, at no expense to Consultant, obtain all consents, licenses and sublicenses necessary for Consultant to perform under the Statements of Work and shall pay any fees or other costs associated with obtaining such consents, licenses and sublicenses.

10. Staff. Consultant is an independent consultant and neither Consultant nor Consultant's staff is, or shall be deemed to be employed by City. City is hereby contracting with Consultant for the Services described in a Statement of Work and Consultant reserves

the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Consultant or Consultant's staff, and City shall not be required to hire, supervise or pay any assistants to help Consultant perform the Services under this Agreement. Except to the extent that Consultant's work must be performed on or with City's computers or City's existing software, all materials used in providing the Services shall be provided by Consultant.

11. Confidential Information.

(a) Obligations. Each party hereto may receive from the other party information which relates to the other party's business, research, development, trade secrets or business affairs ("Confidential Information"). Subject to the provisions and exceptions set forth in the Colorado Open Records Act, CRS Section 24-72-101 et. seq., each party shall protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, each party hereto agrees not to disclose or permit any other person or entity access to the other party's Confidential Information except such disclosure or access shall be permitted to an employee, agent, representative or independent consultant of such party requiring access to the same in order to perform his or her employment or services. Each party shall insure that their employees, agents, representatives, and independent consultants are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 11. Further, each party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other party. A party hereto shall undertake to immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by

any person or entity other than those authorized by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict either party with respect to information or data identical or similar to that contained in the Confidential Information of the other party but which (1) that party rightfully possessed before it received such information from the other as evidenced by written documentation; (2) subsequently becomes publicly available through no fault of that party; (3) is subsequently furnished rightfully to that party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

(b) Know-How. For the avoidance of doubt neither City nor Consultant shall be prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

(c) Remedies. Each of the parties hereto agree that if any of them, their officers, employees or anyone obtaining access to the Confidential Information of the other party by, through or under them, breaches any provision of this Section 11, the non-breaching party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations and benefits which the breaching party, its officers or employees directly or indirectly realize or may realize as a result of or growing out of, or in connection with any such breach. In addition to, and not in limitation of the foregoing, in the event of any breach of this Section 11, the parties agree that the non-breaching party will suffer irreparable harm and that the total amount of monetary damages for any such injury to the non-breaching party arising from a violation of this Section 11 would be impossible to calculate and would therefore be an inadequate remedy at law. Accordingly, the parties agree that the non-breaching party shall be entitled to temporary and permanent injunctive relief against the breaching party, its officers or employees and such other rights and remedies to which the non-breaching party may be entitled to at law, in equity or under this

Agreement for any violation of this Section 11. The provisions of this Section 11 shall survive the expiration or termination of this Agreement for any reason.

12. Project Managers. Each party shall designate one of its employees to be its Project Manager under each Statement of Work, who shall act for that party on all matters under the Statement of Work. Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers for each Statement of Work shall meet as often as either one requests to review the status of the Statement of Work.

13. Warranties.

(a) Authority. Consultant represents and warrants that: (1) Consultant has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (2) the execution of this Agreement by Consultant, and the performance by Consultant of its obligations and duties hereunder, do not and will not violate any agreement to which Consultant is a party or by which it is otherwise bound under any applicable law, rule or regulation; (3) when executed and delivered by Consultant, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (4) Consultant acknowledges that City makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement

(b) Service Warranty. Consultant warrants that its employees and consultants shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.

(c) Personnel. Unless a specific number of employees is set forth in the Statement of Work, Consultant warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement or as set forth in the Statement of Work.

During the course of performance of Services, City may, for any or no reason, request replacement of an employee or a proposed employee. In such event, Consultant shall, within five (5) working days of receipt of such request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. Consultant shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies.

(d) Compensation and Benefits.

Consultant shall provide for and pay the compensation of employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Consultant or to any employee for Consultant's failure to perform its compensation, benefit, or tax obligations. Consultant shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

14. Indemnification.

(a) Consultant Indemnification.

Consultant shall indemnify, defend and hold harmless City, its directors, officers, employees, and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing (the "City Indemnitees") from and against all losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, suffered or incurred by a City Indemnitee directly or indirectly arising from or related to: (1) any negligent or intentional act or omission by Consultant or its representatives in the performance of Consultant's obligations under this Agreement, or (2) any material breach in a representation, warranty, covenant or

obligation of Consultant contained in this Agreement.

(b) Infringement. Consultant will indemnify, defend, and hold City harmless from all Indemnifiable Losses arising from any third party claims that any Work Product or methodology supplied by Consultant infringes or misappropriates any Intellectual Property rights of any third party; provided, however, that the foregoing indemnification obligation shall not apply to any alleged infringement or misappropriation based on: (1) use of the Work Product in combination with products or services not provided by Consultant to the extent that such infringement or misappropriation would have been avoided if such other products or services had not been used; (2) any modification or enhancement to the Work Product made by City or anyone other than Consultant or its sub-consultants; or (3) use of the Work Product other than as permitted under this Agreement.

(c) Indemnification Procedures. Notwithstanding anything else contained in this Agreement, no obligation to indemnify which is set forth in this Section 14 shall apply unless the party claiming indemnification notifies the other party as soon as practicable to avoid any prejudice in the claim, suit or proceeding of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge and gives the other party the opportunity to control the response thereto and the defense thereof; provided, however, that the party claiming indemnification shall have the right to participate in any legal proceedings to contest and defend a claim for indemnification involving a third party and to be represented by its own attorneys, all at such party's cost and expense; provided further, however, that no settlement or compromise of an asserted third-party claim other than the payment/money may be made without the prior written consent of the party claiming indemnification.

(d) Immunity. City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections

provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to City, its officers, or its employees.

15. Insurance.

(a) Requirements. Consultant agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance during the term of this Agreement:

(1) The Consultant shall comply with the Workers' Compensation Act of Colorado and shall provide compensation insurance to protect the City from and against any and all Workers' Compensation claims arising from performance of the work under this contract. Workers' Compensation insurance must cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, as well as the Employers' Liability within the minimum statutory limits.

(2) Commercial General Liability Insurance and auto liability insurance (including contractual liability insurance) providing coverage for bodily injury and property damage with a combined single limit of not less than three million dollars (\$3,000,000) per occurrence.

(3) Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Consultant's operations or Services in an amount not less than one million dollars (\$1,000,000) per occurrence.

(4) Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Consultant personnel, acting alone or with others, in an amount not less than one million dollars (\$1,000,000) per occurrence.

(b) Approved Companies. All such insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state

or territory where the Services are being performed.

(c) Certificates. Consultant shall provide City with certificates of insurance evidencing compliance with this Section 15 (including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Certificates of insurance will list the City of Englewood as an additional insured. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially change the insurance afforded under the above policies unless thirty (30) days' notice of such cancellation, reduction or material change has been provided to City.

16. Rights in Work Product.

(a) Generally. Except as specifically agreed to the contrary in any Statement of Work, all Intellectual Property Rights in and to the Work Product produced or provided by Consultant under any Statement of Work shall remain the property of Consultant. With respect to the Work Product, Consultant unconditionally and irrevocably grants to City during the term of such Intellectual Property Rights, a non-exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such Intellectual property Rights.

(b) Know-How. Notwithstanding anything to the contrary herein, each party and its respective personnel and consultants shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other party.

17. Relationship of Parties. Consultant is acting only as an independent consultant and does not undertake, by this Agreement, any

Statement of Work or otherwise, to perform any obligation of City, whether regulatory or contractual, or to assume any responsibility for City's business or operations. Neither party shall act or represent itself, directly or by implication, as an agent of the other, except as expressly authorized in a Statement of Work.

18. Complete Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein.

19. Applicable Law. Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in the applicable Statement of Work. This Agreement shall be construed in accordance with the laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state or federal court situated in Arapahoe County, Colorado and each party hereto consents to jurisdiction and venue before such courts.

20. Scope of Agreement. If the scope of any provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent to and agree that such scope may be judicially modified accordingly and that the whole of such provision of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law.

21. Additional Work. After receipt of a Statement of Work, City, with Consultant's consent, may request Consultant to undertake additional work with respect to such Statement of Work. In such event, City and Consultant shall execute an addendum to the Statement of Work specifying such additional work and the compensation to be paid to Consultant for such additional work.

22. Sub-consultants. Consultant may not subcontract any of the Services to be provided hereunder without the prior written consent of City. In the event of any permitted subcontracting, the agreement with such third party shall provide that, with respect to the subcontracted work, such sub-consultant shall be subject to all of the obligations of Consultant specified in this Agreement.

23. Notices. Any notice provided pursuant to this Agreement shall be in writing to the parties at the addresses set forth below and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested or (3) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other party hereto.

24. Assignment. This Agreement may not be assigned by Consultant without the prior written consent of City. Except for the prohibition of an assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

25. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to this Agreement.

26. Headings. The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth on the first page of this Agreement are incorporated into the body of this Agreement. The exhibits referred to throughout this Agreement and any Statement of Work prepared in conformance with this Agreement are incorporated into this Agreement.

27. Waiver. The failure of either party at any time to require performance by the other

party of any provision of this Agreement shall not effect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

28. Force Majeure. If performance by Consultant of any service or obligation under this Agreement is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communications failures, earthquakes, war, revolution, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any governmental or judicial authority or representative of any such government, or any other act whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Consultant, then Consultant shall be excused from such performance to the extent of such prevention, restriction, delay or interference. If the period of such delay exceeds thirty (30) days, City may, without liability, terminate the affected Statement of Work(s) upon written notice to Consultant.

29. Time of Performance. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

30. Permits. Consultant shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local statute, ordinance or regulation for the performance of the Services under the Agreement. Consultant shall also comply with the provisions of all Applicable Laws in performing the Services under the Agreement. At its own expense and at no cost to City, Consultant shall make any change, alteration or modification that may be necessary to comply with any Applicable Laws that Consultant failed to comply with at the time of performance of the Services.

31. Media Releases. Except for any announcement intended solely for internal

distribution by Consultant or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Consultant, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Consultant or its employees or agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City prior to the release thereof. Consultant shall not represent directly or indirectly that any Services provided by Consultant to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Consultant's customers without City's express written consent.

32. Nonexclusive Market and Purchase Rights. It is expressly understood and agreed that this Agreement does not grant to Consultant an exclusive right to provide to City any or all of the Services and shall not prevent City from acquiring from other suppliers services similar to the Services. Consultant agrees that acquisitions by City pursuant to this Agreement shall neither restrict the right of City to cease acquiring nor require City to continue any level of such acquisitions. Estimates or forecasts furnished by City to Consultant prior to or during the term of this Agreement shall not constitute commitments.

33. Survival. The provisions of Sections 5, 8(g), 10, 11, 13, 14, 16, 17, 19, 23, 25 and 31 shall survive any expiration or termination for any reason of this Agreement.

34. Verification of Compliance with C.R.S. 8-17.5-101 ET.SEQ. Regarding Hiring of Illegal Aliens:

(a) Employees, Consultants and Sub-consultants: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Consultant shall not contract with a sub-consultant that fails to certify to the Consultant that the sub-consultant will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

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

(c) Duty to Terminate a Subcontract: If Consultant obtains actual knowledge that a sub-consultant performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall;

(1) notify the sub-consultant and the City within three days that the Consultant has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and

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

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

(e) Damages for Breach of Contract: The City may terminate this contract for a breach of contract, in whole or in part, due to

Consultant's breach of any section of this paragraph or provisions required pursuant to CRS 8-17.5-102. Consultant shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph 34.

35. Intergovernmental Agreement.

Consultant shall comply with all provisions of the original Intergovernmental Agreement between the City of Englewood and the Regional Transportation District under Schedule B of this professional services agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF ENGLEWOOD, COLORADO

By: _____
(Signature)
Gary Sears

(Print Name)

Title: City Manager

Date: _____

ATTEST:

City Clerk - Loucrishia A. Ellis

(Consultant Name)

Address

City, State, Zip Code

By: _____

(Print Name)

Title: Principal

Date: May 22, 2012

SCHEDULE A

STATEMENT OF WORK AND FEE SCHEDULE

(TO BE ATTACHED HERE)

SCOPE OF WORK

STARTING

TASK 1. OVERVIEW AND DOCUMENTATION OF PAST PLANNING & DEVELOPMENT EFFORTS

1.1 Obtain & Review Past Planning & Development Effort Documentation

Crandall Arambula will work with City staff to obtain materials pertinent to past planning and development efforts. The Crandall Arambula team will review all available materials to develop an initial understanding of the current planning and development environment around each station and to identify the key stakeholders.

Deliverables: none

1.2 Meet with Key Staff & Steering Committee

Crandall Arambula will conduct group and/or one-on-one interviews with key staff members, the project steering committee (SC), and the Technical Advisory Committee (TAC) to discuss past, current, and future planning and development efforts, identify issues, and gain an understanding of the successes and failures, lessons learned, and future opportunities

Deliverables: none

1.3 Prepare Summary Memorandum of Past Planning & Development Efforts

The Crandall Arambula team will summarize the findings of Tasks 1.1 and 1.2 in memorandum form. This summary will inform the development of the Station Area Master Plan and will be incorporated in the final Plan document.

Deliverables: Past Planning & Development Efforts Summary Memorandum in PDF format

TASK 2. PUBLIC INVOLVEMENT PLAN (PIP)

2.1 Draft Public Involvement Plan

Based on input from the City, Crandall Arambula will develop a draft Public Involvement Plan that identifies the process and schedule for outreach, tools for recruitment, and methodologies for engagement of all stakeholders. The Public Involvement Plan will identify the individuals and groups critical to a successful Station Area Master Plan. An emphasis will be placed on creating an inclusive process that does not simply involve the 'usual suspects' but also includes the voices and opinions of those who are not typically involved in planning processes. The potential for integration of social media tools; such as Facebook and Twitter, with a project website will be explored.

Deliverables: Draft Public Involvement Plan in PDF format

2.2 Review of Public Involvement Plan by City

City staff will review the draft PIP and provide feedback for revision of the plan.

Deliverables: One compiled, indexed set of comments

2.3 Finalize Public Involvement Plan

Based on the feedback received from Task 2.2, Crandall Arambula will revise the PIP.

Deliverables: Final Public Involvement Plan in PDF format

2.4 Develop, Launch, and Maintain Project Website & Social Media

Crandall Arambula will establish an on-line project presence with a stand-alone website in a blog format linked to the City's website. The website may be supported by Facebook and Twitter and will be used to announce public events, provide project updates, and solicit public feedback as determined by the PIP. The website and Facebook and Twitter (if used) will be updated regularly throughout the duration of the project with approved project information and announcements.

Deliverables: Project website and social media sites (if needed) with regular updates

TASK 3. EXISTING CONDITIONS

3.1 Obtain & Review Background Information

The Crandall Arambula team will obtain and review GIS and AutoCAD data from the City of Englewood, including:

- Land Uses
- Zoning designations
- Transportation elements (streets, right-of-way information, curb lines, pedestrian and bicycle facilities, parking)
- Utilities (stormwater, water, sanitary, natural gas, power, cable/television/telephone)
- Parks and open space, and environmental features
- Building footprints
- Topography
- Property ownership, parcel size and valuation
- Existing and planned RTD facilities and improvements
- Proposed or planned development within the study area
- Planned infrastructure improvements

Any background information needed for areas outside the City's jurisdiction, such as the City of Sheridan and RTD, will be gathered by the City of Englewood and provided to the Crandall Arambula team. The City will provide background information pertaining to existing demographic, real estate market, housing, employment and environmental conditions. The City will also provide all policy, regulatory and guidelines relevant to the study area. Through this process, the Crandall Arambula team will review all background information and will confirm the project study area and determine the area of influence.

Deliverables: none

3.2 Prepare Study Area Base Map

Crandall Arambula will prepare an existing conditions base map of the Englewood, Oxford & Bates Station Area project study area (1/2 mile around each station) and area of influence (1 mile around each station). The base map will include detail appropriate for planning purposes as determined by Crandall Arambula. The map will be used as a base for all land use and circulation framework plans, and infrastructure, transportation and economic analyses.

Deliverables: Base map in AutoCAD file format

3.3 Draft Existing Conditions Memorandum

Drawing from the team’s understanding of past planning and development efforts and review of background information, Crandall Arambula will prepare a draft Existing Conditions Memorandum. Crandall Arambula will provide analysis of current zoning and land use.

A regional, corridor, and station area analysis of population and households, employment, and real estate market conditions will be developed and summarized by Bill Lee Land Econ Consultants. Bill Lee Land Econ will also provide analysis of existing and future housing conditions and needs.

URS will identify and qualitatively analyze existing and planned infrastructure and community resources, including existing and projected Average Daily Trips (ADT), Level of Service (LOS) and Volume to Capacity (V/C) for key streets and intersections within the 1/2 mile study area. URS will identify the impacts of known environmental conditions within the study area. The existing conditions analysis is intended to collect, review and assess only that information that is essential. New traffic counts will not be developed and a detailed traffic analysis will not be created.

Only existing data provided by the City or other agencies will be analyzed.

Crandall Arambula will also develop an Opportunities and Constraints analysis map that summarizes all key existing and planned conditions. A draft statement of objectives will be prepared to guide preparation and evaluation of development scenarios and the final Master Plan.

Deliverables: Draft Existing Conditions Memorandum in PDF format

3.4 Meeting Series No. 1—Existing Conditions, Opportunities & Constraints, Objectives

Crandall Arambula will, during one trip, conduct a series of meetings with City staff, the TAC and SC and the public to review and confirm study area existing conditions, opportunities, and constraints and to solicit input on issues and project objectives for each station area and the corridor as a whole.

Deliverables: Summary memorandum of City, TAC, SC, and public comments

3.5 Finalize Existing Conditions Memorandum

Based on the comments received during the first round of meetings, the Crandall Arambula team will update the Existing Conditions Memorandum for inclusion in the Station Area Master Plan.

Deliverables: Revised Existing Conditions Memorandum in PDF format

DESIGNING

TASK 4. STATION AREA DEVELOPMENT ASSESSMENT

4.1 Draft Station Area Development Scenarios

Working with City staff, the TAC, and building off of the Task 3.5 Existing Conditions Memorandum, Crandall Arambula will develop two to three land use and circulation development scenarios for the study area. The alternatives will respond to the issues and objectives identified during Task 3.4 Meeting Series No. 1. An overview evaluation of the fiscal, economic, transportation, and social impacts of each development scenario will be performed.

Deliverables: Development Scenarios Analysis Memorandum with scenario evaluation, summary tables, and sketch-level plans, diagrams, and illustrations describing each scenario, as needed.

4.2 Meeting Series No. 2—Development Scenarios

Crandall Arambula will, during one trip, conduct a series of meetings with City staff, the TAC and SC, and the public to review development scenarios for each station area and solicit input.

Deliverables: Summary memorandum of City, TAC, SC, and public comments

4.3 Refine Station Area Development Scenarios

Based on input from the City, the TAC, SC, and the public during Meeting Series No. 2, the Crandall Arambula team will refine a preferred corridor-wide development scenario for the combined three-station project area. The preferred scenario will include:

- Land Use characterization of station areas and sub-areas
- The types, intensity/density and location of all station area land uses, including redevelopment and new development opportunities, with quantifiable goals for mix of uses
- A corridor-wide circulation framework plan that clearly identifies and characterizes all pedestrian, bicycle, automobile and transit routes within the project area and connecting to the surrounding region; quantifiable goals for multi-modal connectivity will be included
- Location and character of all public spaces, public amenities and pedestrian facilities

Deliverables: Refined Corridor-Wide Station Area Development Scenario memorandum with illustrative graphics

4.4 Technical Review of Development Scenarios

Crandall Arambula team members URS and Bill Lee Land Econ will review and evaluate the multimodal circulation, economic, and infrastructure attributes and concerns of the preferred development scenario. The fiscal, economic, transportation, and social impacts of the preferred development scenario will be addressed.

Deliverables: Summary evaluation memorandum

4.5 Meeting Series No. 3—Preferred Development Scenarios

Crandall Arambula will, during one trip, conduct a series of meetings with City staff, the TAC, SC and the public to review and solicit input on the preferred corridor-wide development scenario.

Deliverables: Summary memorandum of City, TAC, SC and public comments

4.6 Prepare Station Area Development Assessment Memorandum

Based on input from the City, the TAC, SC, and the public during Meeting Series No. 3 and the technical reviews, the Crandall Arambula team will refine the preferred scenario and prepare the draft Station Area Development Assessment Memorandum

Deliverables: Station Area Development Assessment Memorandum in PDF format

IMPLEMENTING

TASK 5. STATION AREA MASTER PLAN

5.1 Draft Station Area Master Plan Document

The Crandall Arambula team will prepare a draft Station Area Master Plan Document that includes the

following topics. These elements will not necessarily be presented in this order and some may be included in an appendix.

- Past planning and development efforts
- Existing conditions
- Station Area development assessment
- Plan horizon year and proposed phasing
- Zoning reform strategy with emphasis on reforming existing industrial zoning and suggested zoning boundary changes
- Housing strategy with quantifiable goals for housing type and resident age and income diversity
- Parking Strategy, including maximums, shared parking and pricing
- Transportation impacts and air quality benefits
- A realistic implementation strategy

The implementation strategy that will include near-term strategies for creating a viable station area. The strategy will include the roles and responsibilities of the public and private sectors, potential financial incentives, development opportunity sites, key infrastructure needs, potential land assemblage strategies for key parcels, estimated project costs for key land use and circulation elements and a project schedule. The implementation strategy will include the potential market leakage captured by redevelopment in the station area, including a 'build-out' scenario with the total amount of development, absorption, phasing, and type of use.

Deliverables: Draft Station Area Master Plan document in PDF format

5.2 Review of Station Area Master Plan by the City

City staff will review the draft Station Area Master Plan document and provide one compiled set of comments for one revision of the plan.

Deliverables: One compiled, indexed set of comments

5.3 Refine Station Area Master Plan Document

Based on the feedback received from Task 5.3, Crandall Arambula will revise the Station Area Master Plan.

Deliverables: Refined Station Area Master Plan in PDF format

TASK 6. ADOPTION OF MASTER PLAN

6.1 Meeting Series No. 4—Station Area Master Plan

Crandall Arambula will, during one trip, conduct a series of meetings with City staff, the TAC, the SC, the Planning and Zoning Commission, City Council, and the public to present the Station Area Master Plan and solicit feedback.

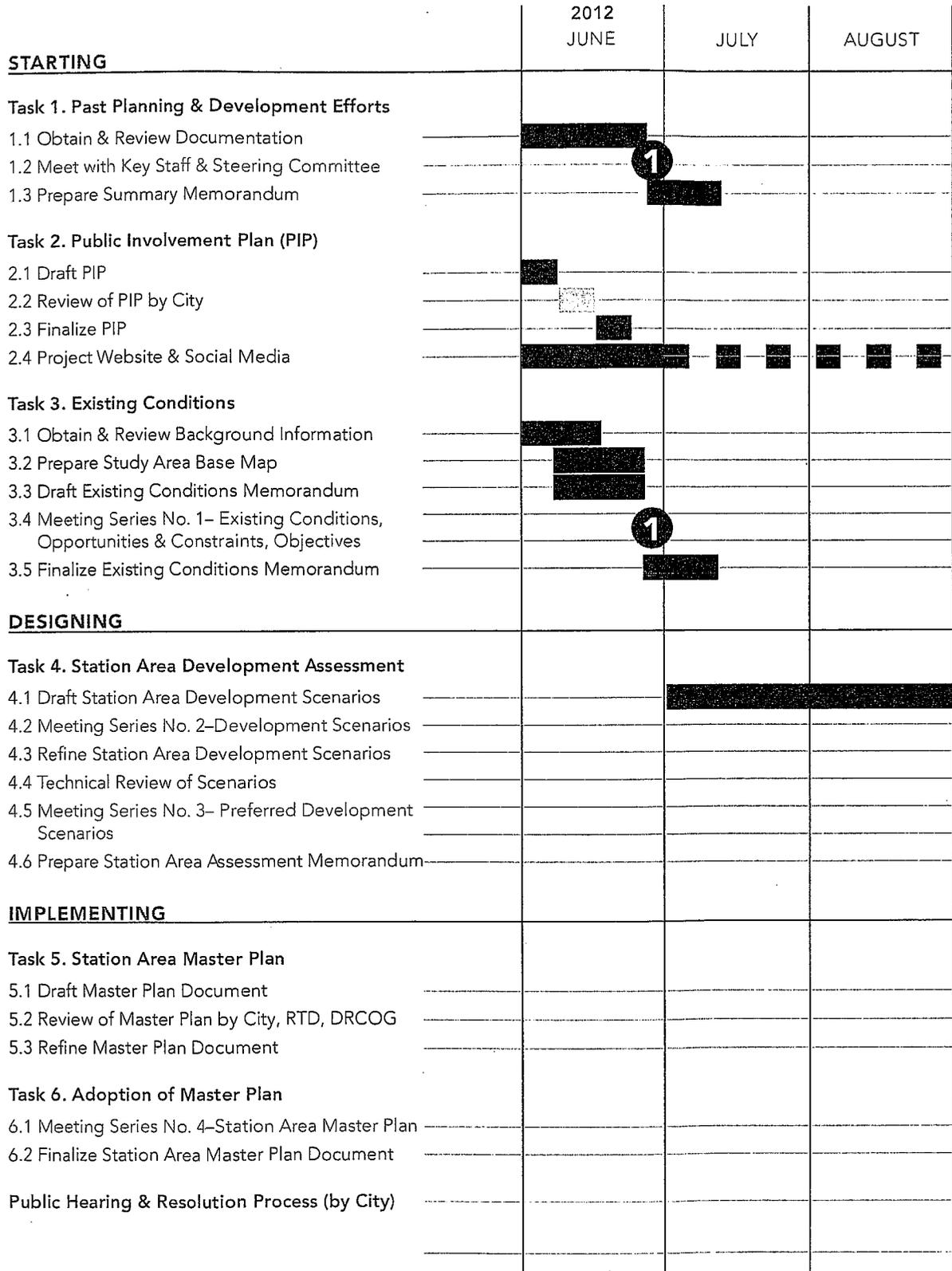
Deliverables: Summary memorandum of City, TAC, City Council, Planning & Zoning Commission, stakeholder and public comments in PDF format.

6.2 Finalize Station Area Master Plan Document

Based on the comments received during Meeting Series No. 4, Crandall Arambula will revise the Station Area Master Plan and produce the final document for adoption through a public hearing and resolution process to be conducted by the City

Deliverables: Final Station Area Master Plan document in PDF format

PROJECT SCHEDULE



PROJECT COST

	Scope of Work	Total Per Task
	STARTING STEP	
Task 1	Overview and Documentation of Past Planning and Development Efforts	
1.2	Obtain & Review Past Planning and Development Effort Documentation	\$280
1.3	Meet with Key Staff and Steering Committee	\$1,600
1.4	Prepare Summary Memorandum of Past Planning and Development Efforts	\$550
	Total Task 1 Hours	24
	Total Task 2 Costs	\$2,430
Task 2	Develop Public Involvement Plan	
2.1	Draft Public Involvement Plan	\$1,335
2.2	Review of PIP by City	\$140
2.3	Finalize Public Involvement Plan	\$890
2.4	Develop, Launch & Maintain Project Website & Social Media	\$2,730
	Total Task 2 Hours	69
	Total Task 2 Costs	\$5,095
Task 3	Documentation of Existing Conditions	
3.1	Obtain & Review Background Information	\$900
3.2	Prepare Study Area Base Map	\$2,790
3.3	Draft Existing Conditions Memorandum	\$12,670
3.4	Meeting Series No. 1--Existing Conditions, Opps & Cons, Objectives	\$3,200
3.5	Finalize Existing Conditions Memorandum	\$9,354
	Total Task 3 Hours	294
	Total Task 3 Costs	\$28,914
	Starting Total Hours	387
	Starting Total Costs	\$36,439
	DESIGNING STEP	
Task 4	Station Area Development Assessment	
4.1	Draft Station Area Development Scenarios (max of 3/station)	\$19,780
4.2	Meeting Series No. 2--Development Scenarios	\$3,200
4.3	Refine Station Area Development Scenarios	\$16,540
4.4	Technical Review of Development Scenarios (Bill Lee/URS)	\$8,302
4.5	Meeting Series No. 3--Preferred Development Scenarios	\$3,200
4.6	Prepare Station Area Development Assessment Memorandum	\$12,640
	Total Hours	612
	Total Costs	\$63,662
	IMPLEMENTATION STEP	
Task 5	Development of Station Area Master Plan	
5.1	Draft Station Area Master Plan Document	\$18,064
5.2	Review of Station Area Master Plan (City, RTD, DRCOG)	\$420
5.3	Revise Station Area Master Plan Document	\$7,265
	Total Task 5 Hours	273
	Total Task 5 Costs	\$25,749
Task 6	Adoption of Final Station Area Master Plan Document	
6.1	Meeting Series No. 4--Station Area Master Plan	\$4,000
6.2	Finalize Station Area Master Plan Document	\$3,122
	Task 6 Total Hours	67
	Task 6 Total Costs	\$7,122
	Implementation Total Hours	340
	Implementation Total Costs	\$66,082
	Total Project Hours	1339
	Total Project Labor Costs	\$132,972
	Expenses	\$11,676
	CA Printing, Telephone and Related Expenses	\$5,319
	Total Project Cost	\$149,967

FEE SCHEDULE

Crandall Arambula

Hourly Rates

George Crandall	\$165/hr.
Don Arambula	\$165/hr.
Jason Graf	\$85/hr.
Jessie Maran	\$70/hr.
Brenda Payne	\$65/hr.

Reimbursables

Printing, Telephone & Related Expenses	(at cost)
Website Setup	\$100

Travel

Airfare (est.)	\$250 RT/person
Per diem	\$50/day/person
Rental Car (est.)	\$70/day
Hotel (est.)	\$189/person/night

Bill Lee Land Econ

Hourly Rates

Bill Lee	\$150/hr.
Tanya Chiranakhon	\$95/hr.

Reimbursables

Printing, Telephone & Related Expenses	(at cost)
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Travel

Airfare (est.)	\$250 RT/person
Per diem	\$50/day/person
Rental Car (est.)	\$70/day
Hotel (est.)	\$189/person/night

URS Corporation

Hourly Rates

Mark Shaefer	\$201/hr.
John Hausman	\$103/hr.
Brian Payer	\$124/hr.

Reimbursables

Printing, Telephone & Related Expenses	(at cost)
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Travel

Mileage	\$0.485/mi.
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SCHEDULE B

**STATION AREA MASTER PLAN
ENGLEWOOD, OXFORD, AND BATES STATIONS
INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
CITY OF ENGLEWOOD, COLORADO
AND
REGIONAL TRANSPORTATION DISTRICT
(TO BE ATTACHED HERE)**

**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 16th day of March, 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

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

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

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

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

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

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

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

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

For RTD:

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

For City of Englewood
Community Development:

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this contract on the 16th day of March, 2012.

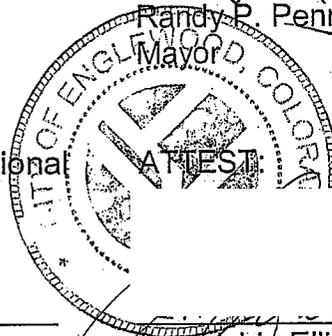
REGIONAL TRANSPORTATION
DISTRICT

CITY OF ENGLEWOOD

By: _____
Phillip A. Washington
General Manager

By: _____
Randy P. Penn
Mayor

Approved as to legal form for the Regional
Transportation District:



Rolf G. Asphaug
Deputy General Counsel

Loucrishia Ellis
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 16th, 2009 joint press release from DOT, EPA and HUD:

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

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

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

TOD Vision

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

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

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

2.5 Goals and Strategies

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

Strategies to achieve this goal include:

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

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

Strategies to achieve this goal include:

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

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

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

Strategies to achieve this goal include:

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

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

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

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

Strategies to achieve this goal include:

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

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

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

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

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

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

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>AND 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>AND 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>AND 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>
TOTAL	100	

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).

Regional Transportation District

Our mission is to meet our constituents' present and future public transit needs by offering safe, clean, reliable, courteous, accessible and cost-effective service throughout the District.



Memorandum

To: RTD Board Chairman Lee Kemp

From: Phillip A. Washington, Interim General Manager

Date: August 10, 2009

Subject: Leadership Order of Succession (RTD Interim General Manager)

Upon assuming my duties as interim general manager, I directed each department head to provide me their leadership order of succession in the event of their unexpected absence. The objective of the order of succession matrix is to ensure continuity in every department and the District as a whole. With that in mind and with the Board of Directors' concurrence, the following individuals, in the order listed below, will assume the role of interim general manager in the event of my unexpected absence or in any event I am away from the office:

Order of succession for Regional Transportation District (RTD) Interim General Manager (Phillip A. Washington, Interim General Manager):

- 1) David Genova, Assistant General Manager, Safety, Security, & Facilities
- 2) Bruce Abel, Assistant General Manager, Customer and Contracted Services
- 3) Scott Reed, Assistant General Manager, Public Affairs

This order of succession delegation shall extend only to those decisions that cannot practicably be deferred until my return.

cc: RTD Board of Directors
Senior Staff

COUNCIL COMMUNICATION

Date: June 4, 2012	Agenda Item: 11 c iv	Subject: Hosanna Pump and Discharge Pipe Replacement and Repairs
Initiated By: Department of Parks and Recreation		Staff Source: Dave Lee, Manager of Open Space

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

A City that provides and maintains quality infrastructure. This expenditure was authorized in the Parks and Recreation Department Budget for 2012.

RECOMMENDED ACTION

Staff recommends that Council approve, by motion, the Hosanna Pump and Discharge Pipe Replacement and Repairs to the lowest acceptable bidder, Velocity Plant Services, LLC, in the amount of \$53,149.00.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Hosanna Athletic Complex is designed as a flood detention facility. When sufficient flooding occurs, water is detained in the detention facility where the 3 athletic fields are located. At the northwest corner of the facility a pump discharge station continuously removes underground water flows from the subsurface drain lines beneath all 3 fields. Currently, one of the submersible pumps is in need of replacement due to wear and age. There are also 2 pipe flanges that are leaking and in need of repair/replacement.

The repairs to this pump station are necessary to keep the Hosanna basin properly dewatered from subsurface water seeping in from Little Dry Creek. The repairs will not have an impact on the construction of the newly proposed girls' softball field or the new high school construction by Englewood Schools.

Bids for repair of the pump station were advertised on Rocky Mountain Bid System. Five pump repair companies attended the recommended pre-bid conference and 2 sealed bids were received for repair services.

FINANCIAL IMPACT

The low bid was received from Velocity Plant Services, LLC in the amount of \$53,149.00 for repairs to the piping and replacement of the 15 hp pump. Funding for the project is budgeted in the 2012 Parks Maintenance Expenditure Budget.

LIST OF ATTACHMENTS

Bid Proposal Form (2 Bids)
Contract Form

BID Proposal Form

**Pump and Discharge Pipe Replacement and Repairs Project
Hosanna Athletic Field
ITB-12-012**

PROPOSAL: Pursuant to and in compliance with all requirements of the Invitation to Bid, all applicable Addenda, and the Drawings for the above identified project, the undersigned Bidder, having examined the site and become thoroughly familiar with local conditions affecting the performance and costs of the Work at the place where the Work is to be performed, hereby proposes and agrees to fully complete the Work, including furnishing of all labor, materials, and equipment, in full accordance with the Contract Documents, for the sum of

Fifty Three Thousand One Hundred Forty Nine & 00/100

Dollars (\$ 53,149.00), which includes all applicable taxes on materials, equipment, labor, and services.

BIDDERS ARE REQUESTED TO SUBMIT BIDS AS FOLLOWS:

Receipt of Addenda Nos. 1 dated April 16, 2012 is hereby acknowledged.

One such bid for the construction and installation of those improvements on the

Pump and Discharge Pipe Replacement and Repairs Project

TOTAL AMOUNT OF BID

Fifty Three Thousand One Hundred Forty Nine & 00/100 Dollars

(\$ 53,149.00)

This Contract will be awarded to the lowest reliable and responsible bidder.

The undersigned bidder hereby agrees to be ready and to appear at the office of the Department of Parks and Recreation, to execute the attached form of Contract in conformity of this bid.

This Proposal is made without any connection with any other persons, firms, or corporations making any other bid for this same work and is in all respects fair and without collusion or fraud.

The Undersigned Bidder acknowledges the right of the City to reject any or all bids submitted and to waive informalities therein.

Dated at Denver, CO this 30th day of April, 2012

Signature of Bidder: (

If an individual: _____ doing business as

If a partnership: _____
By: _____ member of firm

If a corporation: Velocity Plant Services, LLC
a Limited Liability corporation

By: _____
Curtis Judd, Vice President/General Manager

Business address of Bidder: 1330 South Cherokee Street
Denver, CO 80123

The name and location of the last work of this kind herein contemplated upon which Bidder was engaged is as follow:
Crested Butte Lift Station 1 Fine Screen- replaced one 6" submersible pump with Owner provided pump after installing new Huber vertical fine screen in operating lift station.

For information relative hereto please refer to:
Name Mike Billingsley Title District Manager
Address
350 Country Club Drive, Suite 112A, Crested Butte, CO 81224

BID Proposal Form

**Pump and Discharge Pipe Replacement and Repairs Project
Hosanna Athletic Field
ITB-12-012**

PROPOSAL: Pursuant to and in compliance with all requirements of the Invitation to Bid, all applicable Addenda, and the Drawings for the above identified project, the undersigned Bidder, having examined the site and become thoroughly familiar with local conditions affecting the performance and costs of the Work at the place where the Work is to be performed, hereby proposes and agrees to fully complete the Work, including furnishing of all labor, materials, and equipment, in full accordance with the Contract Documents, for the sum of

Dollars (\$ 66,854.00) which includes all applicable taxes on materials, equipment, labor, and services.

BIDDERS ARE REQUESTED TO SUBMIT BIDS AS FOLLOWS:

Receipt of Addenda Nos. 1 is hereby acknowledged.

One such bid for the construction and installation of those improvements on the

Pump and Discharge Pipe Replacement and Repairs

Project TOTAL AMOUNT OF BID

\$66,854.00.

This Contract will be awarded to the lowest reliable and responsible bidder.

The undersigned bidder hereby agrees to be ready and to appear at the office of the Department of Parks and Recreation, to execute the attached form of Contract in conformity of this bid.

This Proposal is made without any connection with any other persons, firms, or corporations making any other bid for this same work and is in all respects fair and without collusion or fraud.

The Undersigned Bidder acknowledges the right of the City to reject any or all bids submitted and to waive informalities therein.

Dated at 12:00 this 30th day of April, 2012

Signature of Bidder:

If an individual:

doing business as

If a partnership:

By:

member of firm

If a corporation: Colorado Water Well Pump Service & Supply, Inc

A Colorado

corporation

By:

Allen Hull, Vice President

Business address of Bidder:

Colorado Water Well Pump Service & Supply 303-892-9053 phone

PO Box 851

303-892-1924 fax

Arvada, CO 80001

The name and location of the last work of this kind herein contemplated upon which Bidder was engaged is as follow:

United Water Sutton Station

For information relative hereto please refer to:

Name Drew Damiano, United Water Title Manager

Address 8101 E Prentice Ave, Greenwood Village CO 80111

303-981-4960

SAMPLE CONTRACT

City of Englewood

1000 Englewood Parkway
Englewood, CO 80110
(303) 762-2412

CONTRACT FOR SERVICES UNDER \$50,000
AGREEMENT NUMBER 10-__

THIS CONTRACT made and entered into on _____, 20__ by and
between Velocity Plant Services hereinafter
Name Address City St Zip
1330 S. Cherokee St, Denver, CO 80223
called the **CONTRACTOR** and the **CITY OF ENGLEWOOD**, hereinafter called the **CITY**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish the **CITY** the following services: Work per ITB-12-012

At the location of: Hosanna Lift Station (if applicable)

for a total contract price of: Fifty Three Thousand One Hundred Forty
Nine and 00/100----- Dollars (\$ 53,149.00)

2. The term of this contract shall begin on _____, 20__ with work to be completed on or before _____, 20__.
3. The Contractor shall **not** commence work under this Contract until the insurance required under Paragraph 20 of the **General Terms and Conditions** has been acquired and satisfactory proof of such insurance has been submitted to the City.
4. The services shall be supervised by; or the project shall be inspected by the Project Manager for the City, or his or her authorized representative.
5. 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 the entire and only compensation therefore, such sum or sums of money as may be proper in accordance with the total estimated price or prices set forth in the Contractor's proposal attached hereto and made a part hereof. Payment shall be made in a lump sum upon final completion of the project unless other terms are agreed to by the City in the Statement of Work. A 10% retainage of the awarded project amount will be withheld until final inspection and acceptance by the Project Manager.
6. This Contract includes the General Terms and Conditions as printed and set forth in the following pages, and the Contractor, by executing this Contract, agrees to comply with all such General Terms and Conditions.
7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the final written approval by the City or as per the Request for Qualification and Specifications.
8. **IN WITNESS WHEREOF**, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

_____ Proposal/Scope of Work Statement _____ Insurance Forms

_____ Purchase Order No.

_____ Immigration documents
(if applicable)

CITY OF ENGLEWOOD

By _____ (signature) (date) _____

(Print Name)
Contractor

By _____ (signature) (date) _____

Curtis Judd, VP/GM

(Print Name)

NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the City requires your federal tax identification number or Social Security Number, whichever is applicable.

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The City reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

2. **SITE EXAMINATION.** If applicable, Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote, the Contractor warrants that he or she (hereinafter he or his) made such site examination as they deem necessary regarding the condition of the site; its accessibility for materials, workmen and utilities and the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described. The services shall be performed at such times and places as directed by the authorized City representative as indicated in the work specifications or statement of work attached hereto.

4. **SUBCONTRACTORS.** Contractor agrees to bind every subcontractor to the terms of this contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the City for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the City.

5. **DEFAULT BY CONTRACTOR.** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications or the Statement of Work, the City may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and enter into a new contract in such a manner which would be to the best advantage of the City. The City reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the City, if requested.

6. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by both parties.

7. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor who the City may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at the site without written consent from the City.

8. **SUBSTITUTIONS.** No substitutions of materials or persons from those specified in the Statement of Work shall be made without the prior written approval of the City.

9. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

10. **CLEAN UP.** Debris shall be removed from the premises. The job site shall be kept in good order at all times when work is not actually

being performed and shall be maintained in a safe and clean condition.

11. **ACCESS TO WORK.** City representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

12. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of the construction.

13. **OCCUPANCY.** The City reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

14. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the City.

15. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, or the commandeering of materials, products, plants or facilities by the government; when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

16. **HOLD HARMLESS CONTRACT.** The Contractor shall save, defend, hold harmless and indemnify the City from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on property under the terms of this contract by any employee, agent, or representative of Contractor and/or its subcontractors unless such loss was a result of the negligent acts or omissions of the City.

17. **PAYMENT.** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract or Purchase Order. The City shall make payment for materials, supplies or other services furnished under this Contract in lump sum on

completion of the work within thirty (30) days after delivery to and approval by the authorized City representative of all invoices and other documentary evidence reasonably required by the City including the satisfactory release of all liens or claims for liens by subcontractors, laborers, and material suppliers for work or materials provided under this Contract or Purchase Order (which approval shall not be unreasonably withheld).

18. **PERMITS AND LICENSES.** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, including any licenses or permits required by the City in connection with the furnishing of materials, supplies, or services herein listed.

19. **CONTRACTOR NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE CITY.** While engaged in or carrying out other terms and conditions of the Contract or Purchase Order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the City.

20. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** The Contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to City. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the City's prior written consent. The City shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until this insurance has been obtained.

a) **WORKER'S COMPENSATION INSURANCE** 27. The Contractor shall procure and shall maintain during the life of this contract, Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work subcontracted, the Contractor shall require the subcontractor provide Worker's Compensation Insurance for all of the subcontractors employees to be engaged in such work unless such 28. employees are covered by the Contractor's Worker's Compensation Insurance.

b) **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** The Contractor and any subcontractor shall procure and shall maintain during the life of this contract, Contractor's Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and shall also maintain Contractor's Property Damage Insurance in an amount not less than \$1,000,000.

21. **WARRANTY/QUALITY.** The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable Colorado energy, conservation, and environmental standards; unless a longer minimum period is required in the statement of work. Contractor shall furnish all manufactures' and supplier' written guarantees and warranties covering materials and equipment furnished pursuant to this Contract or Purchase Order.

22. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this project, the Contractor or any subcontractor agreeing to supply goods, services, or materials, and entering into this contract, the Contractor and/or subcontractor do offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have pursuant this contract or subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the parties.

23. **COMPLIANCE WITH LAWS.** Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified in the Statement of Work. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the City, in writing, and, at the sole option of the City, any necessary changes to the scope of work shall be made and this contract shall be appropriately amended, in writing, or this contract shall be terminated effective upon Contractor's receipt of a written termination notice from the City. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the City of such violation, Contractor shall bear all costs arising therefrom.

24. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

25. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue will be proper in Arapahoe County, CO.

26. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

27. **TABOR.** The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). Any provision of this contract or its attachments which imposes upon the City, directly or indirectly, any financial obligation whatsoever to be performed or which may be performed in any fiscal year subsequent of the year of execution of this contract is expressly made contingent upon and subject to funds for such financial obligation being appropriated, budgeted and otherwise made available.

28. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

29. **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 for services. 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 subcontract 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 had 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 29.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

City of Englewood Sales and Use Tax and Arapahoe County Open Space Sales Tax

The contractor, or any of his/her sub-contractors, shall be required to pay all sales and use taxes levied by the City of Englewood and Arapahoe County on any materials used (such as formwork materials, etc.) or incorporated into the project including rental of equipment. In addition any equipment purchased within the last three years and used on this project is subject to a 3.5% sales tax plus .25% Arapahoe County Open Space Sales Tax. If taxes have been paid on the equipment in Englewood or elsewhere, provide a receipt for taxes paid to receive credit. Upon completion of the work, and before final payment is made by the City, the Contractor will be required to furnish the City with an itemized statement of the tangible property upon which the tax is due.

The contractor and/or sub-contractor may be exempt from the tax (State and RTD tax) when the material becomes part of the structure for a tax exempt entity (City of Englewood). The contractor and/or sub-contractor must obtain an exemption certificate from the Department of Revenue to purchase the materials tax free.

Each sub-contractor shall compile a complete list of paid invoices, based on materials purchased directly by the sub-contractor, including the following information: invoice number, invoice date, vendor's name, invoice amount, amount of tax due the City, type of materials (cement, rebars, structural steel, flooring, etc.). [Form FR39a]

The contractor shall compile a complete list of paid invoices based on materials purchased directly by the contractor, including the following information: invoice number, invoice, date, vendor's name, amount of invoice, amount of tax due the City, type of material (cement, rebars, structural steel, flooring, etc.). [Form FR39a]

At completion of the work, each sub-contractor shall submit to the contractor, a document similar to Form FR39a and the "Affidavit" (2 copies) duly acknowledged, based on the information compiled as indicated above. The contractor shall forward all said certificates to the Engineering Services Division of the Public Works Department. (The City will supply said forms.)

At the completion of the work, the contractor shall submit to the Engineering Services Division of the Public Works Department, a document similar to Form FR39a, "Affidavit" (2 copies) duly acknowledged, based on the information required above. (The City will supply said forms.) The contractor and all sub-contractors shall keep sufficient records to verify the amount of sales and use taxes paid to the City and the amount of Arapahoe County Open Space sales tax paid to Arapahoe County.

Prior to the Contractor's final payment, all applicable City of Englewood Sales and Use Taxes and Arapahoe County Open Space Sales Tax on any tangible property built into or incorporated into the work must be paid.

COUNCIL COMMUNICATION

Date: June 4, 2012	Agenda Item: 11 c v	Subject: Purchase and installation of new Emergency Alert Sirens
Initiated By: Police Department		Staff Source: Commander Tim Englert

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council was briefed during the January 30, 2012 Study Session regarding an upcoming FCC requirement to update our Emergency Alert Sirens. At the February 21, 2012 City Council meeting, Council authorized application for an Emergency Management Special Project Grant that could help fund the project. The siren system was again discussed at the April 16, 2012 Study Session and additional details were presented during the May 7, 2012 Study Session, at which time Council asked staff to proceed with gathering costs related to a system upgrade.

RECOMMENDED ACTION

The Police Department is recommending that City Council authorize, by motion, the purchase of new sirens and associated equipment to be installed at the five existing sites using the same poles. It is also recommended that the City purchase the equipment from the Federal Signal Company, taking advantage of reduced pricing offered through the City of Denver's RFP process, for a total cost of \$44,309.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

For many years the City of Englewood has maintained Emergency Alert Sirens for the safety of the citizens of Englewood. Pending Federal Communications Commission (FCC) mandates require the upgrade and replacement of the existing siren system.

The emergency notification siren system for the City of Englewood currently is provided by five outdoor sirens located strategically throughout the city. The sirens were manufactured in the early 1960s and were installed in the mid-1970s. In June of 2011, the Police Department was notified that the current alert sirens equipment would not be in compliance with new FCC radio frequency requirements that will take effect on January 1, 2013.

Cities in areas prone to severe weather have found that no one system can be depended on to warn citizens. A combination of systems with an emphasis on public information and education is suggested in order to provide the highest level of protection for citizens.

In previous presentations, staff identified a variety of options for City Council ranging from replacing the current sirens with state-of-the-art equipment to just replacing the VHF trigger and control devices to meet minimum FCC requirements to decommissioning the sirens and providing for alternative emergency notification measures. Council opted to proceed with replacing the sirens.

FINANCIAL IMPACT

The cost of replacing the five sirens in the city with new state-of-the-art equipment from the Federal Signal Company was initially estimated to cost \$80,620.00, using the reduced pricing offered to the City of Denver. Since the May 7, 2012 Study Session, staff has discovered that the Federal Signal quote was incomplete. The quote did not include the cost for prevailing wage requirements associated with the use of Federal grant funds and one key piece of equipment was not included. The updated quote is \$82,089.80. There are \$1,219.20 in additional costs associated with an Xcel Energy electrical drop fee and radio programming, bringing the total project cost to \$83,309.00.

We anticipate receiving Emergency Management Special Project Grant funding in the amount of \$39,000 that will be applied to the cost of the sirens, bringing the final cost to the City to \$44,309. This is an increase of \$2,689 from the amount presented to City Council on May 7, 2012.

A supplemental appropriation from the Capital Projects Fund will be required to implement the purchase of the new sirens.

LIST OF ATTACHMENTS

Quote from Federal Signal Company

Contact Name: Commander Tim Englert
Customer: Englewood Police Department
Address: 3615 South Elati Street
City: Englewood **State:** CO
Country: USA
Phone: 303-762-2448

Zip: 80110
email: |
Cell:

Quotation No.: FWS
51412220038
 Reference quote no. on your order

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

May 14, 2012

Item No.	Qty.	Federal Model/Part No.	Description	Total Weight Lbs	Unit Price	Total
			2001-130 SIREN One-Way			
1	5	2001-130	SIREN,DC,ROTATING, 130 dB	2425	\$4,914.00	\$24,570.00
2	5	DCFCBH	CNTL,DC,ONE-WAY,HIGH BAND	1150	\$3,314.00	\$16,570.00
3	5	2001TRBP	TRANSFORMER RECTIFIER PLUS	0	\$1,267.00	\$6,335.00
4	5	AMB-P	ANTENNA MOUNTING BRACKET, POLE	100	\$74.00	\$370.00
5	5	YAGI2	ANTENNA^150-174 Mhz^VHF B	125	\$222.00	\$1,110.00
6	1	TK-IO-CRTPAY-CU	ADMIN FEE-Prevailing Wage/Certified Payroll/Davis-Bacon Act. The		\$1,199.00	\$1,199.00
7	5	TK-I-2001ADC-CU	2001 AC/DC INSTALL WITH BATTERIES, CUSTOM. Includes removal of existing siren equipment. City responsible for equipment removal		\$6,005.00	\$30,025.00
8						
9						
10	1	ES-MOBILE	Mobilization Fee		\$7,500.00	
11			Installation cost - based on Federal Signal Install team being deployed in City of Denver, Mobilization fee will apply otherwise.			
12	1	ES-FREIGHT	SHIPPING FEES		\$1,910.80	\$1,910.80
Total Weight:				3,800	Total:	\$82,089.80

Prices are firm for 120 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specified as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be as per attached Terms sheet.

Delivery: Per Project Schedule
Freight Terms: FOB - University Park, IL (Factory)
Terms: Equipment: Net 30 Days upon shipment
 Services: Net 30 Days, billed monthly upon completion

Proposed By: Chris Lopez
Company: Federal Signal Corporation
Address: 2645 Federal Signal Drive
City, State, Zip: University Park, IL 60484
Country: USA
Work Phone: 805-509-5094
Fax: 805-647-8163
Approved By: Chris Lopez, Sales Manager

Signature: _____

Purchase order MUST be made out to:
 Federal Signal Corporation, Federal Warning Systems, 2645 Federal Signal Drive, University Park, IL 60466-3195

Accepted By: _____
 Signature: _____ Date: _____

 Title: _____