

**Agenda for the  
Regular Meeting of the  
Englewood City Council  
Monday, July 16, 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 July 2, 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.
9. Consent Agenda Items.
  - a. Approval of Ordinances on First Reading.

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.
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- b. Approval of Ordinances on Second Reading.
    - i. Council Bill No. 43 – Recommendation from the Community Development Department to adopt a bill for an ordinance authorizing the sale of 905 W Stanford Avenue, a Project Rebuild home funded through the Neighborhood Stabilization Program Grant.
  - c. Resolutions and Motions.
    - i. Recommendation from the Department of Parks and Recreation to approve, by motion, a contract for sealing and overlay of Belleview Park tennis courts and the basketball courts at Cushing, Jason, and Bates-Logan Parks. Staff recommends awarding the bid to Coatings, Inc., the lowest technically acceptable bidder, in the amount of \$66,432. **Staff Source: Dave Lee, Manager of Open Space.**
10. Public Hearing Items. (None scheduled.)
11. Ordinances, Resolutions and Motions
- a. Approval of Ordinances on First Reading.
    - i. Council Bill No. 44 - Recommendation from the Parks and Recreation Department to approve a bill for an ordinance authorizing an intergovernmental agreement with Arapahoe County to open space grant funding for playground renovation at the Northwest Greenbelt. **Staff Source: Dave Lee, Manager of Open Space.**
  - b. Approval of Ordinances on Second Reading.
  - c. Resolutions and Motions.
    - i. Recommendation from the Department of Human Resources to adopt a resolution approving the Collective Bargaining Agreement with the Englewood Police Benefit Association for 2013 and 2014. **Staff Source: Sue Eaton, Director of Human Resources.**
    - ii. Recommendation from the Community Development Department to adopt a resolution extending the moratorium on enforcement of sections of the Sign Code pertaining to banners, portable signs, and murals until December 31, 2012 or until the effective date of the Sign Code amendments, whichever occurs first. **Staff Source: Alan White, Director of Community Development.**
12. General Discussion.
- a. Mayor's Choice.
  - b. Council Members' Choice.

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

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

## BY AUTHORITY

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

COUNCIL BILL NO. 43  
 INTRODUCED BY COUNCIL  
 MEMBER WOODWARD

AN ORDINANCE APPROVING THE SALE ON THE OPEN MARKET OF THE LAST PROPERTY THAT WAS PURCHASED AND REHABILITATED WITH FUNDS FROM THE FEDERAL NEIGHBORHOOD STABILIZATION PROGRAM GRANT AND FUND 46.

WHEREAS, the Englewood City Council approved Resolution No. 34, Series of 2009 authorizing the City to apply to the Department of Local Affairs, Colorado Division of Housing for a portion of Arapahoe County's allocation of the Federal Neighborhood Stabilization Program funds (NSP1); and

WHEREAS, the City Council approved Ordinance No. 37, Series of 2009 authorizing the execution of a contract for Neighborhood Stabilization Program grant funding between the State of Colorado Department of Local Affairs and the City of Englewood; and

WHEREAS, the City Council approved Ordinance No. 49, Series of 2009 authorizing the purchase of ten (10) unidentified, single-family, vacant, foreclosed properties located in the eligible census tracts throughout the City of Englewood to fulfill the NSP1 contract with the Colorado Department of Local Affairs; and

WHEREAS, the City Council approved Ordinance No. 27, Series of 2010, authorizing an amendment to the NSP1 contract budget to purchase up to three (3) additional unidentified single family, vacant, foreclosed properties located in the eligible census tracts throughout the City of Englewood to fulfill the NSP1 Contract with the Colorado Department of Local Affairs; and

WHEREAS, the City Council approved Ordinance No. 3, Series of 2011, authorizing an amendment to the NSP1 contract budget to purchase two (2) additional unidentified single family, vacant, foreclosed properties located in the eligible census tracts throughout the City of Englewood to fulfill the NSP1 Contract with the Colorado Department of Local Affairs; and

WHEREAS, the City Council approved Ordinance No. 34, Series of 2011, authorizing an amendment to the NSP1 contract budget of purchase up to five (5) additional unidentified single family, vacant, foreclosed properties located in the eligible census tracts throughout the City of Englewood to fulfill the NSP1 Contract with the Colorado Department of Local Affairs; and

WHEREAS, the last such property is almost ready to be sold to private parties who will secure their own financing; and

WHEREAS, if an offer to purchase is received from any City employee, their family members, or any business in which a City employee has a financial interest, such offer will be submitted to the Englewood City Council for approval;

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

Section 1. Approval is hereby given for the sale on the open market of one property which was purchased and rehabilitated with funds from the Neighborhood Stabilization Program Grant and Fund 46. Said property will be sold to private parties who shall secure their own financing.

Section 2. The following property is authorized to be sold on the open market: 905 West Stanford Avenue.

Section 3. The sale of this property shall require the purchaser to agree as follows:

1. All households being served must qualify under the terms of the NSP1 Grant.
2. The purchasing household will undergo a minimum of 8 hours of HUD approved homeownership counseling.
3. The purchasing household must occupy the property as a principal residence for a minimum of five years.

Section 4. The sale price shall be equal to or less than the costs to acquire and redevelop the home.

Section 5. The sale proceeds will be reimbursed to the NSP1 funds and Fund 46 upon the rehabilitation and sale of the foreclosed properties.

Section 6. The Mayor and the City Clerk are authorized to execute the proper form of deed for the conveyance of these properties pursuant to Section 72 of the Englewood City Charter.

Introduced, read in full, and passed on first reading on the 2<sup>nd</sup> day of July, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 6th day of July, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 3rd day of July, 2012 for thirty (30) days.

Read by title and passed on final reading on the 16th day of July, 2012.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2012, on the 20th day of July, 2012.

Published by title on the City's official website beginning on the 18th day of July, 2012 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

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

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Loucrishia A. Ellis

## COUNCIL COMMUNICATION

<b>Date:</b> July 16, 2012	<b>Agenda Item:</b> 9 c i	<b>Subject:</b> Englewood Parks Courts & Overlay project
<b>Initiated By:</b> Department of Parks and Recreation		<b>Staff Source:</b> Dave Lee, Manager of Open Space

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

A City that provides diverse cultural, recreational and entertainment opportunities. Council has previously approved contracts for the repair of tennis and basketball courts at all park locations.

### RECOMMENDED ACTION

Staff recommends that Council award by motion, a contract to Coatings, Inc., the lowest technically acceptable bidder, for sealing and overlay of Belleview Park tennis courts and the basketball courts at Cushing, Jason and Bates-Logan Parks.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

All of the above mentioned courts are in need of resurfacing and repair due to cracking and peeling of the surface. Typically, the courts are scheduled every other year for repair and resurfacing.

Bid proposals were received from four vendors. Included with the documents is an email from the City's Procurement Specialist regarding the selection of a contractor for the court repairs. The lowest technically acceptable bidder is Coatings, Inc. with a bid of \$66,432.00.

### FINANCIAL IMPACT

Coatings, Inc. was the lowest technically acceptable bidder with a bid of \$66,432.00. Funding for the court resurfacing is budgeted in the 2012 Open Space Fund.

### LIST OF ATTACHMENTS

Procurement Specialist Email  
Bid Tabulation Sheet  
Bid Proposal Form

## Dave Lee

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**From:** Alicia Stutz  
**Sent:** Monday, June 25, 2012 9:29 AM  
**To:** Dave Lee  
**Cc:** Jerry Barton; Nancy Reid; Nancy Fritz; Frank Gryglewicz  
**Subject:** ITB-12-014 Englewood Courts Overlay Bid Decision  
**Attachments:** ITB-12-014 Tennis Bball Court Overlay.pdf; ITB-12-014 SOQ Form.docx; ITB-12-014 Courts Overlay Bid Tab.pdf

Hi Dave,

Per our phone conversation I am sending this email to confirm for you that you the right to select the second lowest bidder, Coatings, Inc., for City Council approval regarding the Englewood Courts Sealing and Overlay Project. All Seasons Tennis Courts bid was the lowest, however they did not provide the required statement of qualifications as stated on page 13 of the bid documents. Jim Mease from All Seasons Tennis Courts phoned me after the bid and mentioned that he did not see the statement of qualifications document and didn't know it was required. The other bidders did not have any issues with reading the requirements of the bid and accessing and providing the documentation with their bid proposals.

Please let me know if you have any further questions.

Thank you,

Alicia Stutz  
Procurement Specialist  
City of Englewood  
Finance & Administrative Services  
1000 Englewood Parkway  
Englewood, CO 80110-2373  
(303) 762-2412 fax (303) 783-6951

**City of Englewood Bid Tabulation Sheet**

Bid Opening: Wednesday, June 6, 2012 2:00 PM MDT

ITEM: ITB-12-014 Englewood Parks Courts Sealing and Overlay Project

										Apparent Low Bidder
Contractor	Receipt of Addendum 1 Y/N	SOQ Y/N	Cushing Park Bball Court	Romans Park Bball Court	Romans Park Tennis Court	Bates/Logan Park Bball Court	Jason Park Bball Court	Belleview Park Tennis Court	Total Bid	Exceptions:
Hellas Construction, Inc.										
12710 Research Blvd Ste 210										
Austin, TX 78759										
Tommy McDougal (512) 250-2910	Y	Y	\$ 6,000.00	\$ 6,500.00	\$ 29,150.00	\$ 6,200.00	\$ 6,400.00	\$34,918.00	\$ 89,168.00	
Renner Sports Surfaces										
775 Canosa Ct										
Denver, CO 80204										
Neal DePooter (303) 825-3435	Y	Y	\$ 4,000.00	\$ 5,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$30,000.00	\$ 74,000.00	
Coatings, Inc.										
5903 Lamar St										Note - Jason Park Bball Court price
Arvada, CO 80003										estimated for 2 coats of Acrylic
Richard Miller (303) 423-4303	Y	Y	\$ 4,372.00	\$ 5,075.00	\$ 22,430.00	\$ 4,575.00	\$ 5,430.00	\$24,550.00	\$ 66,432.00	Resurfacers
All Seasons Tennis Courts										The Bidder did not submit the required
3400 Braun Ct										Statement of Qualifications that was
Denver, CO 80206										part of the bid documents and stated on
Jim Mease (303) 355-4582	Y	N	\$ 3,339.00	\$ 3,855.00	\$ 21,980.00	\$ 3,649.00	\$ 3,670.00	\$25,435.00	\$ 61,928.00	pg. 13 of the ITB

# COPY

## BID PROPOSAL FORM

<b>ITB-12-014</b> <b>Englewood Parks Courts Sealing &amp; Overlay Project</b>
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<u>Item No.</u>	<u>DESCRIPTION</u>	<u>Price</u>
1.	Cushing Park Basketball Court / 92 LF	\$ <u>4,372.00</u>
2.	Romans Park Basketball Court / 190 LF	\$ <u>5,075.00</u>
3.	Romans Park Tennis Court / 280 LF	\$ <u>22,430.00</u> *
4.	Bates Logan Park Basketball Court / 122 LF	\$ <u>4,575.00</u>
5.	Jason Park Basketball Court / 160 LF	\$ <u>5,430.00</u> *
6.	Bellevue Park Tennis Court / 888 LF	\$ <u>24,550.00</u>

Total Bid \$ 66,432.00

\* 2 coats of Acrylic Resurfacer are estimated here.

### BID PRICE FIRM FOR 90 DAYS.

PROPOSAL: Pursuant to and in compliance with all requirements of the Invitation to Bid, Instructions to Bidders, all applicable Addenda, and any 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

Sixty Six Thousand Four Hundred Thirty Two & 00/100  
Dollars (\$ 66,432.00 ), 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  
**Englewood Parks Court Sealing and Overlay Project**

**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 Englewood Parks and Recreation Department, 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 Coatings, Inc this 6 day of June, 2012

Signature of Bidder:

If an individual: \_\_\_\_\_ doing business as  
\_\_\_\_\_

If a partnership: \_\_\_\_\_

By: \_\_\_\_\_ member of firm

If a corporation: Coatings, Inc.  
a Colorado corporation

Bv: -

Business address of Bidder: \_\_\_\_\_  
\_\_\_\_\_

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

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For information relative hereto please refer to:

Name Tom Josephs Title Estimator

Address  
5903 Lamar St. , Arvada CO 80003  
303-423-4303

COPY



CITY OF ENGLEWOOD  
PURCHASING DIVISION

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STATEMENT OF QUALIFICATIONS

ITB-12-014

Englewood Parks Courts Sealing & Overlay Project

Date Submitted: 6/6/2012

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information. This information will be used in the evaluation of your bid.

1. Name of Bidder Coatings, Inc
2. Permanent Main Office  
Address 5903 LAMAR ST.  
ARJADA, CO 80003
3. When organized? 1970
4. A. If a corporation, State incorporated in CO  
  
B. Date of last filing with Secretary of State 8/15/2011
5. How many years have you been engaged in this type of construction? Under what firm or trade names and how long under each? How long has each company been bonding work?  
Coatings Inc 42 yrs

6. Major contracts on hand that parallel the proposed project (schedule these showing gross amount of each contract and the appropriate dates of completion) 1) Regis Jesuit High School, \$23,000.00, Complete 6/30/12 2) Homestead Racquet Club, \$5,500, Complete 6/8/12 3) Quail Run Condos, \$36,500, Complete 6/18/12

7. Are you licensed as municipal contractor or any other title? NO  
What class and number? \_\_\_\_\_

8. General type of work performed by you Jermis Court Maintenance and resurfacing

9. Liquidated damages and/or disputes: List all government or agency projects in the last two (2) years where liquidated damages were or may be assessed, where substantial disputes or protests occurred or are currently occurring. Attach explanation in detail. None

10. Have you ever failed to complete any work awarded you by a government agency? NO  
If yes, where and why? \_\_\_\_\_

11. Have you ever defaulted or been terminated on a contract with a government agency? NO  
If yes, where and why? Was the contract bonded? \_\_\_\_\_

12. List your major equipment anticipated for this contract Truck, Mixer, Blower, generator, grinder

13. Experience: On a separate sheet, list project name, location, date completed, bid value, final contract value, description of work completed, and contract name and phone number. Provide at least three project examples completed in the last five years.  
See Attached

14. Do you anticipate subcontracting work under this contract? NO  
If yes, what percent to total contract? \_\_\_\_\_ % and to whom? \_\_\_\_\_

15. Background and experience of the principal members of your organization who will be involved in this project:

Name	Title	Experience
George TAVOrez	Estimator	12 yrs
Tom Josephus	Project Manager	30 yrs

16. Are any lawsuits pending against you, your firm, or the officers of the firm at this time? NO

If yes, detail: \_\_\_\_\_

17. Have any charges been filed against you or your firm or the bidding entity with the office of contract compliance, the Equal Opportunity Commission, a state government with the enforcement of anti-discrimination legislation or regulations? If yes, give details: NO

18. Is your company currently insured? Yes If yes, with what company?

What are the limits of your public liability? Network Ins / Travelers - 1,000,000

19. What are your company's bond limitations and with what bonding companies?

\$500,000 per proj / \$1,500,000 aggregate HCC Surety Group

20. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? yes

21. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of bidder's qualifications.

Date at Coatings, Inc, this Wednesday

Date of June 6, 2012

By: <

Richard Miller  
Printed Name

Title: V.P.

303-210-1957 cell 17



**ASPHALT AND TENNIS COURT MAINTENANCE**

**5903 LAMAR STREET  
ARVADA, CO 80003  
303.423.4303 • 303.423.4324 FAX**

**SOQ #13 - Experience**

T2 Construction – 303-432-8745

Denver City Park Tennis Courts      Completed: 10/27/2011  
Big Value: \$113,600.00      Final Contract Value : \$112,950.00  
Refurbished and resurfaced tennis courts at 5 city parks

Richdell Construction – 303-252-0809

Denver City parks      Completed: 09/30/2010  
Bid Value: \$180,099.00      Final Contract Value: \$180,099.00  
Refurbish and resurface tennis courts at 9 city parks

Greenwood Athletic Club – 303-771-2588

Install Nova Pro Bounce Court system      Completed: 08/23/2010  
Bid Value: \$73,500.00      Final Contract Value: \$73,500.00

Richard Carr - 970-927-5100

Install Nova Pro Aussie Clay Court  
Bid Value: \$32,100.00      Final Contract Value: \$32,100.00

## COUNCIL COMMUNICATION

Date July 16, 2012	Agenda Item 11 a i	Subject IGA for Playground Renovation at Northwest Greenbelt
Initiated By Department of Parks and Recreation	Staff Source Dave Lee, Manager of Open Space	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

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

City Council previously approved Resolution No. 42, Series of 2012 supporting the Arapahoe County Open Space grant application for Playground Renovation at Northwest Greenbelt.

### RECOMMENDED ACTION

Staff recommends the Council approve a bill for an ordinance authorizing an Intergovernmental Agreement (IGA) with Arapahoe County for the transfer and use of open space grant funding in the amount of \$156,600 for the Playground Renovation at Northwest Greenbelt.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2003, Arapahoe County voters approved a ten year, quarter-of-a-penny sales and use tax to pay for preservation of open space, protect lands, preserve water quality and provide, maintain and improve neighborhood parks, sport fields, picnic facilities and trails. Voters reauthorized the open space tax in 2011 for an additional 10 years. The City has received annual shareback funds generated by the tax since 2004. In 2005, the County set aside a portion of the tax revenues to fund competitive grant projects. Each year the City is eligible to apply for up to two grants. Since 2005, Englewood has received eleven grants totaling \$1,907,100.

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

**FINANCIAL IMPACT**

Total project costs are estimated at \$270,300. Sources of funding will be provided by the grant award of \$156,600 from Arapahoe County Open Space and \$113,700 budgeted from shareback funds in the City's 2012 Open Space Fund.

No Federal Funds are being used for the renovation of the playground at Northwest Greenbelt.

**LIST OF ATTACHMENTS**

Proposed Bill for Ordinance

BY AUTHORITY

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

COUNCIL BILL NO. 44  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING AN "INTERGOVERNMENTAL AGREEMENT ACCEPTING A 2012 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS PROJECT NAME: PLAYGROUND RENOVATION AT NORTHWEST GREENBELT" BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO.

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

WHEREAS, the City of Englewood has received annual shareback funds generated by the tax since 2004; and;

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

WHEREAS, the City of Englewood is eligible to apply for up to two grants per year and since 2005 Englewood has received eleven grants totaling \$1,907,100; and

WHEREAS, the City Council of the City of Englewood approved Resolution No. 42, Series of 2012 supporting the Arapahoe County Open Space Grant application for the Playground Renovation at the Northwest Greenbelt; and

WHEREAS, the City of Englewood has been awarded an Open Space Grant of \$156,600 for the Playground Renovation at Northwest Greenbelt; and

WHEREAS the total project costs are estimated at \$270,300, which will be paid by this grant award and \$113,700 budgeted from shareback funds in the City's 2012 Open Space Fund; and

WHEREAS, there are no federal funds being used for the renovation of the playground at Northwest Greenbelt; and

WHEREAS, the passage of this Ordinance authorizes the acceptance of the Arapahoe County 2012 Open Space Grant and the Intergovernmental Grant Agreement between Arapahoe County Commissioners and the City of Englewood for the Playground Renovation at Northwest Greenbelt.

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

Section 1. The Intergovernmental Grant Agreement between the City of Englewood, Colorado and Board of County Commissioners of the County of Arapahoe, State of Colorado pertaining to the Playground Renovation at Northwest Greenbelt Grant, "Attachment 1", is hereby accepted and approved by the Englewood City Council.

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

Introduced, read in full, and passed on first reading on the 16th day of July, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 20th day of July, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 18th day of July, 2012 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 16th day of July, 2012.

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Loucrishia A. Ellis

**INTERGOVERNMENTAL AGREEMENT REGARDING  
2012 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS  
PROJECT NAME: PLAYGROUND RENOVATION AT NORTHWEST GREENBELT**

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

WHEREAS, on November 4, 2003, and on November 1, 2011, the voters of Arapahoe County approved a county-wide sales and use tax to be deposited in the Arapahoe County Open Space Fund and used for specified open space purposes as set forth in County Resolution No. 030381, as amended by Resolution No. 110637 (the Open Space Resolution); and

WHEREAS, the Open Space Resolution authorizes the County to award discretionary grants from its Open Space Fund to municipalities and special districts, as more fully set forth therein; and

WHEREAS, on May 8, 2012 the County approved the Grantee's grant application for the **Playground Renovation at Northwest Greenbelt Project** ("Grant Project"), which is attached hereto and incorporated by reference herein as Exhibit A, subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein; and

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

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

1. Amount of Grant. The County hereby awards Grantee an amount not to exceed **\$156,600** ("Grant Funds") for the Grant Project from the Arapahoe County Open Space Fund.
2. Use of Grant Funds. The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as described in Exhibit A.
3. Time For Use of Grant Funds. The Grantee agrees that the Grant Funds will be expended by no later than two years from the date of transfer of Grant Funds from the Grantor to the Grantee, unless a longer period of time is otherwise agreed to by the County in writing.
4. Interest on Grant Funds. The Grantee further agrees that, after receipt of the Grant Funds, the Grantee will use any interest earned on the Grant Funds only for the Grant Project as set forth in its approved grant application.
5. Administration of Grant Project. The Grantee shall be responsible for the direct supervision and administration of the Grant Project. The County shall not be

liable or responsible for any cost overruns on the Grant Project. Nor shall the County have any duty or obligation to provide any additional funding for the Grant Project if the Grant Project cannot be completed with the Grant Funds awarded by the County to the Grantee.

6. Grant Project Site Visits. Upon 24 hours written notice to the Grantee, the Grantee agrees to allow the County to make site visits before, during, at the completion of and/or after the Grant Project.
7. Acknowledgement of County by Grantee. The Grantee agrees to acknowledge the County as a contributor to the Grant Project in all publications, news releases and other publicity issued by the Grantee related to the project and agrees to allow the County to do the same. If any events are planned in regard to the Grant Project, the County shall be acknowledged as a contributor in the invitation to such events. Grantee shall cooperate with the County in preparing public information pieces, providing photos of the Grant Project from time to time, and providing access to the Grant Project for publicity purposes.
8. Required Sign at Project Site. Grantee agrees to erect and permanently maintain at least one sign in a publicly visible area in recognition of the grant from the Arapahoe County Open Space Program. The location, form, design, and wording of such sign shall be approved by the County. Such sign shall be erected prior to the completion of the Grant Project or its public opening, whichever is earlier.
9. Report Requirements. On or before **January 31, 2013** the Grantee agrees to provide the County with an initial Grant Project status report that describes the amount of progress in completing the Grant Project, Grant Project milestones, and the use of the Grant Funds to date. Upon completion of the Grant Project, the Grantee also agrees to submit to the County a final report, including a cover letter and a final spreadsheet comparing the original budget to actual expenses that certifies what the Grant Funds have been used for and that the Grant Funds have been used in accordance with the Open Space Resolution. The final report shall also include a detailed project summary along with high resolution photographs of the various stages of the Grant Project development and its completion. The Grantee further agrees to provide the County with an electronic copy of the final report, including separate high resolution digital photographs. The final report shall be submitted within three (3) months of project completion unless a longer period of time has been agreed to by the County in writing. The County shall be allowed to use information and photographs from reports in publications, public information updates, and on the County's web site.
10. Failure to Submit Required Reports. Upon written notice from the County's Open Space Grants Administrator, informing the Grantee that it has failed to submit any required status report and/or final report, the Grantee shall submit such reports to the County through the County's Open Space Grants Administrator within thirty (30) days, and, if it fails to do so, the Grantee shall be deemed to be in violation this Agreement. The Grantee shall be ineligible for any future Grant Funds, until and unless such reports have been submitted to the County.

11. Record Keeping Requirements. The Grantee shall maintain a complete set of books and records documenting its use of the Grant Funds and its supervision and administration of the Grant Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Grantee which are pertinent to the Grant Project for the purpose of making an audit, examination, or excerpts. The Grantee shall keep all books, documents, papers, and records, which are pertinent to the Grant Project, for a minimum of three years. Grantee agrees to report to the County any unexpended Grant Funds and consult with the County concerning proper accounting for unexpended Grant Funds prior to completion of the Grant Project final report.
12. Reimbursement of Grant Funds. The Grantee understands and agrees that if any portion of the Grant Funds are not used in accordance with its approved Grant Application and/or this Agreement, the County may require the Grantee to reimburse the County in the amount of such Grant Funds that are not used for the Grant Project or that are not used in accordance with this Agreement.
13. Remedies. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.
14. No Waiver of Rights. A waiver by either Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
15. Changes to Grant Project. The Grantee agrees and understands that its Grant Project, once it has been approved by the County, may not be changed without the County's prior approval. Changes must be requested in writing and may not begin until an amendment to this Agreement has been approved by the County.
16. Transfer of Interest in Grant Project. The Grantee understands and agrees that no land or interests acquired with the Grant Funds as part of the Grant Project may be sold, leased, traded, or otherwise conveyed, nor may an exclusive license or permit on said land or interests be given, without prior approval of the Grantee's governing body after conducting a public hearing. The Grantee further agrees if such sale, lease, trade or conveyance is made or an exclusive license or interest has been given, the proceeds shall be deposited in an open space fund to be used for purposes consistent with the Open Space Resolution.
17. Use Restrictions on Acquired Lands. In order to ensure the long-term protection of lands for parks and open space purposes, consistent with the Open Space Resolution, unless otherwise notified in writing by the County, Grantee agrees to place use-restrictions on any real property acquired with the Grant Funds, in the form of a conservation easement or a deed restriction ("use-restriction document"), as determined by the County, by executing and recording such use-restriction document. Prior to the execution and recording of any use-restriction document, and prior to the disbursement of any Grant Funds for purposes of the acquisition of real property, the Grantee must first obtain written approval as to

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

18. Maintenance: Grantee agrees to assume responsibility for continuous long-term maintenance and public safety of open space lands, trails, recreation facilities, amenities, signage or other projects funded by the Grant Funds.
19. Relationship of the Parties. The Grantee shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.
20. No Third Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Grantee.
21. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.
22. Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the Grantee.
23. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.
24. Notices. Notices, as referred to in this Agreement, shall be sent to:

**COUNTY:** Board of County Commissioners of Arapahoe County  
5334 South Prince Street  
Littleton, Colorado 80120-1136

and

Arapahoe County Attorney  
5334 South Prince Street  
Littleton, Colorado 80120-1136

and

Arapahoe County Open Space Grants Administrator  
6934 S Lima St, Unit A  
Centennial, Colorado 80112

and

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

25. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
26. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
27. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.
28. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.
29. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
30. Disbursement of Grant Funds. For land acquisition projects, the Grant Funds are to be made available to the Grantee by the County at the time of real estate closing, subject to the provisions of Section 17. For all other types of projects, the Grant Funds shall be transferred soon after the execution of this Agreement. The preferred method used by the County for transfer of the Grant Funds is by ACH Authorization. Grantee agrees to this method.
31. Assignment. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning party.
32. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

GRANTEE:

By: \_\_\_\_\_  
Name - Loucrishia A. Ellis  
Title - City Clerk

By: \_\_\_\_\_  
Name - Randy P. Penn  
Title - Mayor

ATTEST:

COUNTY OF ARAPAHOE  
STATE OF COLORADO

By: \_\_\_\_\_  
Nancy A. Doty,  
Clerk to the Board

By: \_\_\_\_\_  
Shannon Carter, Director, Intergovernmental  
Relations and Open Spaces  
Pursuant to Resolution No. 120113

# Exhibit A



**ARAPAHOE COUNTY**  

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**OPEN SPACES**



City of Englewood

Grant Proposal to Arapahoe County Open Spaces”

**“2012 Standard Grant”**

Englewood Playground Renovation  
at Northwest Greenbelt

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<b>PART A – Basic Project Information – Standard Grants</b>		Refer to Criteria #1
<b>Applicant / Project Profile</b>		
Name of Applicant (city, town or district) : City of Englewood		
Name of Project (five words or less, please) : Englewood Playground Renovation at Northwest Greenbelt		
<b>Contact Information</b>		
Primary Contact Name: Dave Lee	Phone (work): 303-762-2687 Phone (cell): 720-884-7808	
Title: Open Space Manager	E-mail:	
Address (street address, city, state, zip code for mail delivery): 1155 West Oxford Avenue, Englewood, CO 80110		
<b>Project Type:</b> ( <input checked="" type="checkbox"/> check box to the left)		
<input type="checkbox"/>	Trail	
<input checked="" type="checkbox"/>	Site Improvement/Construction (playground renovation)	
<input type="checkbox"/>	Acquisition	
<input type="checkbox"/>	Environmental or Cultural Education/Interpretation	
<input type="checkbox"/>	Other (please describe):	
<b>Project Site Location Information</b>		
Project Site Address: 2222 West Vassar Avenue, Englewood, CO 80110		
Nearest major cross streets: Dartmouth Avenue and Tejon Street		
<input type="checkbox"/>	City: Englewood	or <input type="checkbox"/> Unincorporated Arapahoe County
If any part of site is outside Arapahoe County, please justify proposed use of funds outside County:		
<b>In three words</b> , summarize the <b>benefits</b> of this project to your city, town or district: Health, Play, Creativity Criteria #2		
Name(s) of jurisdiction(s) governing the project site: City of Englewood		
Zoning description at project site: R-2-B		
Is re-zoning required to implement this project? No		
Name of landowner(s) of project site or trail corridor: City of Englewood		
Has a site plan for this project location been <b>approved</b> ? When? No, playgrounds are exempt from site plan review/approval in City of Englewood. Criteria #3		
If not, is a site plan pending? Expected date to be adopted?		
<b>Summary Project Description</b>		
In one sentence tell us what you will do with the grant money and what the end result will be: The City of Englewood will replace existing twenty year old outdated playground equipment at Northwest Greenbelt with modern, safe and ADA compliant playground modules including rubberized fall zone surfacing and an ADA accessible walkway. Criteria #1		
In 150 words or less, write a press/news release about your project (project name, location, agency, goal for the project/end result, who will benefit, why it is important, etc.): Criteria #2		
Englewood Playground Renovation at Northwest Greenbelt 2222 West Vassar Avenue Englewood, CO 80110 City of Englewood		
The City of Englewood will replace twenty year old outdated/non-ADA compliant playground equipment at Northwest Greenbelt with modern, safe and ADA compliant playground modules. A new rubberized fall zone surface and ADA accessible walkway will be included in the project. Playground equipment will be age appropriate for 2 to 5 year old and 6 to 12 year old age ranges. The new playground facility will benefit the underserved northwest Englewood community. Currently there is only one park and a greenbelt serving the neighborhood. The neighborhood is largely surrounded by Light and General Use Industrial (I-1 & I-2) businesses. The households in		

the northwest Englewood neighborhood are predominantly lower income and the children from this neighborhood will greatly benefit from having a renovated and updated playground facility.

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

1. Grant Request		\$156,600	total requested from County
2. Cash Match Funds	+	\$ 89,100	applicant cash match must be minimum 25% of project sub-total (line 5)
3. Other Cash Sources	+	\$ N/A	funding from other sources
4. In-kind contributions	+	\$ N/A	total value of in-kind contributions
5. Project sub-total	=	\$245,700	total of lines 1, 2, 3 and 4
6. Contingency	+	\$ 24,600	estimate, may not be charged to County and may not be used as cash match
7. TOTAL PROJECT COST	=	\$270,300	Total must equal lines 5 and 6 above

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

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

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

**Authorized Agent and Signature** Criteria #4

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

Signature & Title of Authorized Agent:	Date: <u>3-1-12</u>
--	---------------------

**Resolution or Letter of Commitment:** Criteria #4  
**Attach** an official, dated Resolution or an official letter from the mayor, board chair or authorized official stating your agency's full commitment to this project. Resolution/letter must include certifying statements as follows: 1) the project concept has been approved prior to the application deadline; 2) agency is prepared to complete the project; 3) matching funds are secured; 4) the completed project will be open to the public or serve a public purpose; and 5) the project meets the minimum qualifications spelled out in the instructions/guidelines in this application.

RESOLUTION NO. 42  
SERIES OF 2012

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

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

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

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

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

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

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

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

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

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

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

ADOPTED AND APPROVED this 21st day of February, 2012.

ATTEST

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. 42, Series of 2012.

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

<b>PART B – Project Details</b>		All Criteria
<b>Site Improvement/Construction Project:</b> playground		
<b>Criteria #</b>		
1	<p><b>Describe project goal and extent/scope and expected results (what will project provide, size, square or lineal feet, number of plants or square feet of landscaping, irrigation, acres re-vegetated or restored, etc.):</b> Project will provide updated and more extensive play events which will be accessible and more specifically meet the needs of the neighborhood demographics. There will be two play areas provided. The 2 to 5 age group playground will be 1740 square feet with a 10 play event play structure and separate swings. The 5 to 12 age group playground will be 3450 square feet with a 7 play event structure, an infinity climber and separate swings. The two play areas will have a large grassy meadow in between which includes 5 mature shade trees that will be maintained to provide instant shade. The new irrigated lawn area will be over 10,600 square feet, which was previously open sand.</p>	
1	<p><b>Discuss how the site is currently managed and programmed, and the impacts of multiple uses:</b> The current playground lies on the outer most boundary within the Northwest Greenbelt. The greenbelt is a drainage way for Harvard Gulch. Northwest Greenbelt primarily serves as open space and a trail connection to the South Platte River.</p>	
2	<p><b>Describe the service area for this project (distance people can expect to travel to use improvements):</b> Northwest Greenbelt and the playground, located within the park, are considered a neighborhood park and have a service area of a half mile radius surrounding the park. The cumulative park service area value is within 1.41 to 2.40 acres per 1000 population value.</p>	
2	<p><b>Describe the type of users (families, children, seniors, etc.):</b> The type of users will predominantly be children (2 to 12 year old age range) and their parents. A number of seniors live in the area and will likely visit the playground with their grandchildren.</p>	
2	<p><b>Discuss steps you will take to minimize impacts to the environment:</b> The playground is located within an irrigated bluegrass greenbelt. An increase in landscaped surface will result from reducing the footprint of the playground. This will improve water quality to the nearby drainage by reducing stormwater runoff. Construction will have negligible environmental impact. Erosion control will be in place during construction.</p>	
3	<p><b>Summarize your planning efforts to date and investments made prior to submitting a grant proposal. Quantify and describe any past funding commitments or grant used to pre-plan this project:</b> The 2006 Englewood Parks Master Plan mentions repeatedly the need to upgrade the dated playground equipment throughout Englewood's park system. In 2008, per master plan recommendations, Englewood updated two adjacent playgrounds in conjunction with improvements that were made to a picnic shelter and restroom at Belleview Park. In continuing the Park Master Plan recommendations, the playground renovation at Northwest Greenbelt would constitute our second endeavor and commitment into improving the quality of playgrounds in Englewood. To date, we have expended \$5,953 from Open Space Shareback Funds in the planning and design elements for the playground renovation at Northwest Greenbelt.</p>	
3	<p><b>Describe efforts made, dates and outcomes of required pre-submittal meetings with the planning department in your jurisdiction:</b> Playground construction and renovation are exempt from site plan review/approval within the City of Englewood. A review of the Northwest Greenbelt playground renovation has been scheduled for Englewood's Development Review Team. The DRT is comprised of City staff from various City departments for the purpose of reviewing projects that occur within the City and making recommendations based on impacts to those departments and City Code Regulations.</p>	
3	<p><b>Describe how the project will be designed, constructed and managed for sustainability:</b> The new play areas are designed to protect the existing mature vegetation within the site, while adding more landscaped surface which will improve water quality to the nearby drainage by reducing stormwater runoff. The large existing tree canopies will also keep the site cooler and provide attractive seating for parents while their children play. The specified play equipment utilizes pre-consumer recycled material wherever possible and nearly all existing materials to be removed from the site will be recycled. The play area surfacing two-layer 'smart' construction includes recycled</p>	

	rubber on the bottom for cushioning and EPDM on top for long-term durability. The poured-in-place surfacing not only provides superior fall protection for children, but it does not require raking or continuous replenishing of material as the areas are used, thereby reducing long-term maintenance labor and materials.
3	<b>Discuss contingency plans. On the budget page include a contingency line item in both the revenue section and expense section (both assigned to the applicant).</b> A 10% Contingency Fund has been budgeted in the project for any unexpected cost overages or for any unanticipated issues which may arise. Due to the project being a renovation of an existing playground and recent construction bids being very competitive, there should be little likelihood of any unexpected cost overages with this project. In the event there are cost overages, additional Shareback Funds are available to cover the costs.
6	<b>Describe how the project improves connectivity to local or regional trails, natural resources and/or community resources:</b> The new playground will attract many new users and increase the usage from former and current users of the playground and greenbelt. The playground will become a stop-off point for families using the Harvard Gulch Trail, which runs through the greenbelt. The playground will be the first major improvement the northwest Englewood neighborhood has seen in approximately 30 years.
<b>For All Projects: (the following questions are to be answered for all project types)</b>	
<b>Criteria #</b>	
1	<b>Discuss the need and urgency for this project, and why it is a priority:</b> The need and urgency for new playground equipment is high. The northwest Englewood neighborhood has not had any improvements to their park areas in 20 years. It is important to demonstrate to this community that they have not been forgotten and the City is willing to invest Arapahoe County Open Space funds in their neighborhood.
1	<b>Describe any historic values within the site – historic trails, buildings, landscapes, etc.:</b> There are no historic values within the playground renovation site.
1	<b>Identify the <u>native</u> ecosystems, in general, underlying the project site (e.g. short grass prairie, wetlands, etc.): Do any portions of the native systems remain intact? If so, are they being preserved or restored?</b> There are no native ecosystems impacted by the playground renovation. The playground is located in an irrigated bluegrass greenbelt.
1	<b>Describe <u>specific</u> natural resources including scenic and water resources. List predominant wildlife species and vegetation on site. Discuss impacts, positive and negative, to these resources to result from your project. Highlight any species on state or federal lists. (For birds please group species – i.e. songbirds, raptors, etc.):</b> The playground renovation will result in little or no impact to the natural resources in the area. The Northwest Greenbelt is part of the Harvard Gulch drainage basin. A small stream runs through the greenbelt basin, fed mainly by hard surface runoff. Predominant wildlife species include red fox squirrel, rabbit, red fox, coyote and various bird species typical in the urban/suburban setting.
2	<b>Estimate the number of end-users monthly that will benefit from this project: Estimated monthly end-users:</b> 430 monthly end users will benefit from the playground.
2	<b>Describe how this project addresses specific objectives of County Open Space Resolution #030381/#110637:</b> The Englewood Playground Renovation at Northwest Greenbelt addresses the specific objectives set forth in the County Open Space Resolutions #030380 and #110637 by providing, maintaining and improving neighborhood parks per Section VIII.C. 3. D.
2	<b>List the elements of the Arapahoe County Open Space Master Plan that apply to this project:</b> The Arapahoe County Open Space Master Plan's Mission and Purpose Statement proposes to maintain and improve neighborhood parks in the study area of the Master Plan including the City of Englewood. Goal # OS 1.2 establishes level of service standards for parks and trails in growth areas policy.
2	<b>Discuss the community benefits and enhancement to quality of life to result from the completion of this project (both for the immediate community and the wider public in the surrounding region):</b> Currently, neighbors to the playground travel to nearby Denver parks to utilize

	<p>playgrounds for their children. The surrounding community has requested that the playground be updated to allow parents and children to utilize and play in a local playground rather than having to travel outside the area. The playground renovation would allow older children access to a play facility without having parental supervision at a park some distance away. The new playground will benefit the community and enhance the quality of life for the neighborhood by creating a new gathering place or focal point for a community that currently has very little in the way of recreational opportunities.</p>
3	<p><b>Describe relationship of the project to any local, regional, state or system wide master plan. Give the name of each plan and list related element(s) within the plan – DO NOT attach any plan beyond a one-page rendering:</b> 2006 Englewood Parks and Recreation Master Plan - <b>Northwest Greenbelt</b> - The Northwest Greenbelt/West Harvard Gulch Trail originates in the City of Denver at Federal Boulevard, and follows the Harvard Gulch alignment where it enters the City of Englewood at Zuni Street. The City of Englewood and Urban Drainage and Flood Control are currently working together to extend the trail from Raritan Street to the east to connect with The South Platte River Trail. An existing outdated playground sits at the intersection of Vasser and Tejon Streets within the greenbelt. The playground serves the northwest section of Englewood. Amenities within the playground are inadequate and outdated in serving the needs of the community. New playground equipment would greatly enhance the conditions for play from children in the neighborhood and would be an asset in attracting children and adults into the greenbelt via the trail connection from the Platte River to Federal Boulevard.</p>
3	<p><b>Describe the steps taken to date to make this project ready for implementation, and how, if funded your agency will complete the project within one to two years after the receipt of funds:</b> Playground design and cost estimates have been developed. Englewood City Council supports moving forward with this project by allocating Shareback Funds for the project and passing a resolution. Upon successful award of this grant, the playground renovation will be bid out for construction. Staff anticipates that bidding, bid award and construction will take no longer than 6 months depending on weather.</p>
3	<p><b>List any permits that will need to be obtained for implementation of the project and existing status of obtaining those permits. (Clean Water, Federal 404, County Planning or Public Works, City Planning or Public Works). On the budget page, itemize expected costs for permits, government fees and consultants:</b> The only permits required for this project are grading and stormwater permits.</p>
3	<p><b>Does the present zoning of the site permit the suggested use? If not, what changes will need to be accomplished? What is the timeline to accomplish any required changes?</b> Northwest Greenbelt is zoned R-2-B and the playground is a permitted use.</p>
4	<p><b>Discuss any efforts to obtain public input, disseminate public information, develop partnerships for cash funding or in-kind contributions, and garner community support specifically related to this project:</b> The City of Englewood has partnered with many organizations and government agencies to construct similar park projects. Several of these groups offer their support for the future development of the Northwest Greenbelt playground. Through the planning and development phase of this project, continued efforts will be made to add additional partners and supporters such as the Englewood Schools, Englewood Unleashed and other user groups. The City will continue to take an active role and involve all partners, supporters and user groups in the comprehensive design process. Interviewing stakeholders, user groups and neighbors will complete our strategy and build collaboration in an effort to complete this project. Although the City does not have outside financial support for this grant application, funds have been budgeted for planning and development of the playground.</p>
4	<p><b>Describe ownership or legal access to the site, including right of access without trespassing on adjacent property. If the agency does not have fee simple ownership of the site, attach letter from property owner(s) granting access and support for this project:</b> The City of Englewood established and owns the property. The property is maintained as open space/park land</p>

	and is open to the public from 6 am to 11 pm daily.
5	<b>Describe long-term maintenance of project / site. Attach a letter of commitment or evidence of agreement from the management/maintenance agency addressing long-term maintenance / funding of completed project:</b> Please see attached long term maintenance letter.
6	<b>Describe how this project addresses inclusivity per the Americans with Disabilities Act guidelines:</b> The playground renovation project will address inclusivity per ADA guidelines through the addition of a new wheelchair accessible sidewalk to the playground. Inclusivity will also be addressed on the playground with the addition of a poured in place rubberized surface to allow access to the play structures. Engineered wood fiber mulch will also be used in the remainder of the areas surrounding the play equipment.
6	<b>If successful in obtaining this grant, how will the agency use this project to inform citizens about the value of the Arapahoe County Open Space sale tax? Address public outreach plan, signage plan, celebration, etc.</b> Information concerning the playground renovation and the use of ACOS sales tax dollars at Northwest Greenbelt will be included in the Englewood Herald newspaper along with grand opening celebration information and a public invite. Information will also be disseminated via the City's web site and in the Englewood Citizen newsletter, which the City distributes to all Englewood households. An Arapahoe County Open Space sign will be installed at the playground before the grand opening celebration. County Commissioners and OSTAB Board Members will be invited to the community grand opening.

Take Lime St. north to Arapahoe Rd.  
 Make a left-hand turn onto west-bound Arapahoe Rd.  
 Make a right-hand turn onto north-bound Interstate 25.  
 Take the Bellevue Ave. exit and make a  
 left-hand turn onto west-bound Bellevue Ave.  
 Make a right-hand turn onto north-bound Santa Fe Dr.  
 Make a left-hand turn onto west-bound Dartmouth Ave.  
 Make a right-hand turn onto north-bound Tejon St.  
 Proceed north to the intersection of Tejon St. and Vassar Ave.  
 The playground is located on the Southwest corner.

**NW Greenbelt  
 Playground Location:  
 2222 W Vassar Avenue**

**AURORA**

**DENVER**

85

25

225

285

TEJON ST.

DARTMOUTH AVE

ENGLEWOOD

City Center  
Englewood

OXFORD AVE

CHERRY HILLS  
 VILLAGE

Denver  
Tech  
Center

BELLEVUE AVE

BOWMAR

GREENWOOD VILLAGE

COLUMBINE  
 VALLEY

LITTLETON

CENTENNIAL

ARAPAHOE RD.

**Arapahoe County  
 Open Space Office**

HIGHLANDS RANCH

470

City of Englewood, Colorado  
**2012 Arapahoe County  
 Open Space, Parks, and Trails  
 Grant Application**

**NW Greenbelt Playground**

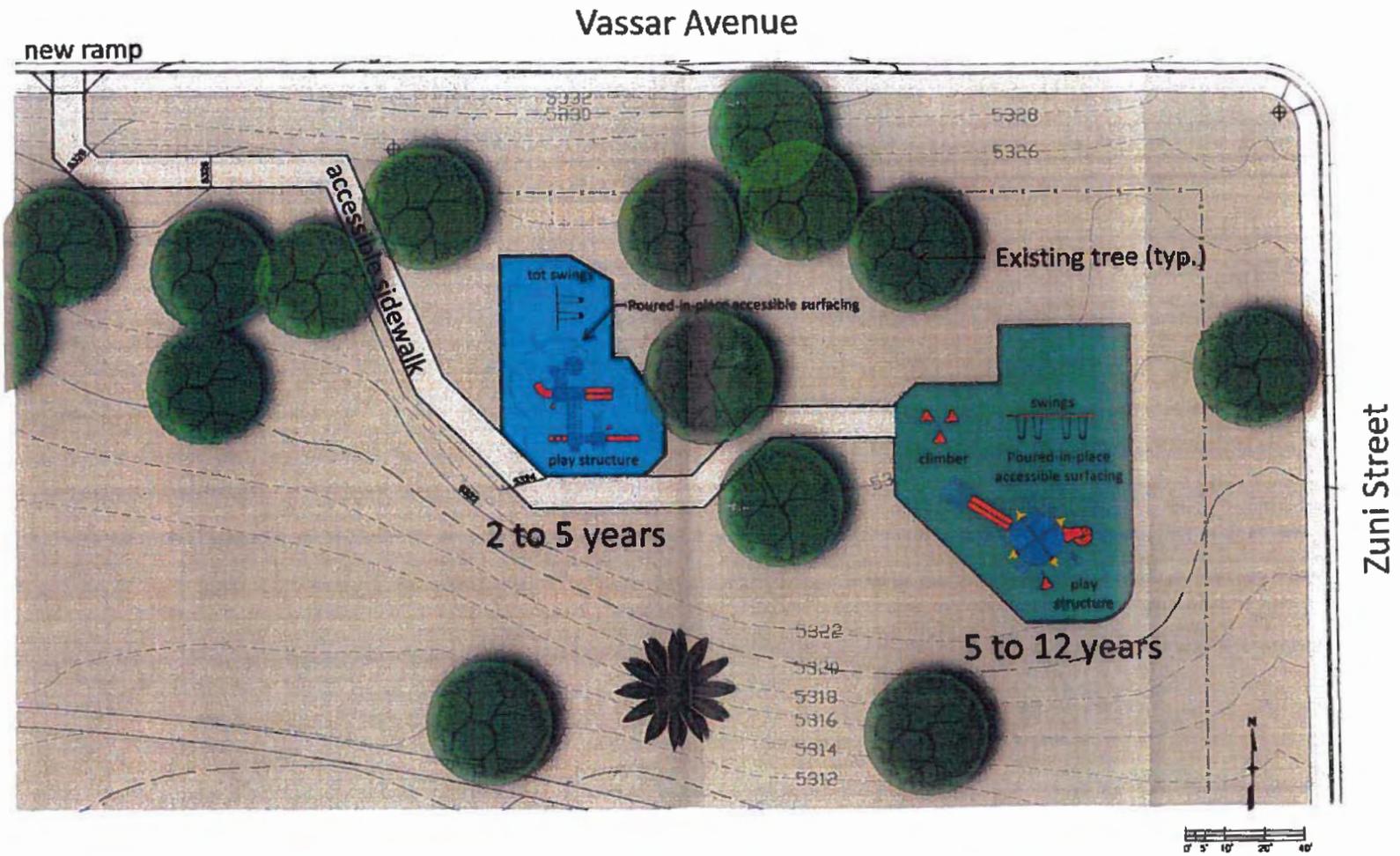
**Vicinity Map with Driving Route**

**LEGEND**

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

February 2012





City of Englewood  
 northwest greenbelt playground renovation



**PART D – Photos**

**Criteria # 2**

See following three pages

Existing playground conditions	Page 16
Spring Rider	Page 17
Proposed Gelefish Playground Module	Page 18







**Part E - Project Timeline: Englewood Playground Renovation at NWGB**

Criteria # 2 and # 3

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

**PART F – Support Letters**

Criteria # 4

See following four pages



C I T Y O F E N G L E W O O D  
P A R K S A N D R E C R E A T I O N C O M M I S S I O N

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February 13, 2012

Arapahoe County Open Spaces  
6934 S. Lima Street, Unit A  
Centennial, CO 80112

Advisory Board Members:

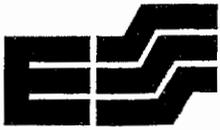
On behalf of the City of Englewood's Parks and Recreation Commission, I am writing in support of the City of Englewood Department of Parks and Recreation's 2012 application for funding to renovate the playground at the Northwest Greenbelt. At the February 9, 2012, Parks and Recreation Commission meeting, the Board was informed that a grant application would be submitted for the playground renovation at the Northwest Greenbelt. The Board made a recommendation and voted unanimously in support of the grant application.

One role of the Englewood Parks and Recreation Commission is to review proposed recreation facilities and programs and to make recommendations to Englewood City Council in a comprehensive fashion. The Commission guides policy in the development of a Parks and Recreation Master Plan, an inventory of all of our existing facilities and programs and includes an assessment of equipment and facilities that need to be added, modified or replaced. The Master Plan repeatedly states that there is a need to upgrade the dated playground equipment in Englewood's park system. The playground equipment at the Northwest Greenbelt is approximately fifteen years old and in desperate need of being updated. The neighborhood will greatly benefit from having a renovated and updated playground facility.

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

Sincerely,

Austin Gomes, Chair  
Englewood Parks and Recreation Advisory Board



Englewood Schools  
*A Relentless Focus On Learning*

Karen Brofft  
Assistant Superintendent of  
Learning Services & Communications  
4101 South Bannock Street  
Englewood, Colorado 80110  
303-806-2003

February 1, 2012

Arapahoe County Open Space Grant Program  
6934 S. Lima St. Unit A  
Centennial, Colorado 80112

Dear Board Members,

Englewood Schools is a small urban school district located just south of Denver. Our stakeholders take great pride in the community and the facilities within our city. As we work to renew spaces throughout Englewood for educational purposes, we also consider parks and recreation space as our extended learning facilities. Our schools in the area near the northwest greenbelt face many challenges in terms of socioeconomic status and availability of resources. Part of our mission is to ensure we connect our students and families to services that improve their quality of life. The northwest greenbelt playground is an area will be a wonderful gathering place for our students and families when it is updated with safe, engaging equipment in an inviting environment.

We support the City's application for Arapahoe County grant funds for the City of Englewood Playground Renovation at Northwest Greenbelt, which will encourage play and improve the park for all citizens.

Sincerely,

Karen Brofft  
Assistant Superintendent



a non-profit 501(c)3 corporation

2-17-12

Arapahoe County Open Space Grant Program  
6934 S. Lima St. Unit A  
Centennial, Colorado 80112

Dear Board Members,

Englewood Unleashed is a non-profit organization which is dedicated to public education for off-leash dog recreation, site selection, park maintenance and fundraising for the City of Englewood's off leash community. Created in 2004 Englewood Unleashed has been vital in the development of Englewood's first dedicated dog park, Canine Corral, located in Belleview Park, as well as maintained off-leash privileges at four other Englewood Parks including the Northwest Greenbelt.

Englewood Unleashed continues to work with, aid and assist the City of Englewood's City Council, Parks and Recreation Commission and Parks and Recreation Department by raising funds and providing volunteer support to improve and better maintain the off-leash parks in Englewood, in which dogs can exercise without leash restraint in a clean, healthy and safe environment.

Our members who live in the Northwest Greenbelt area have been active in park clean-up projects and our organization has supported the City with funds for dog park signage.

We support the City's application for Arapahoe County grant funds for the City of Englewood Playground Renovation at Northwest Greenbelt which will encourage play and improve the park for all citizens including those of us with pets.

Sincerely,

Dana A. Foulks, Board Member  
Englewood Unleashed

February 19, 2012

Arapahoe County  
Open Space Division  
6934 S. Lima Street  
Centennial, CO 80112

Dear Advisory Board Members,

Being a City of Englewood Resident for over many years and residing across from the Northwest Greenbelt I write this letter in support of the Playground Renovation.

The Northwest Greenbelt is truly our only green space in the north area of Englewood. It has become a necessity in our community. Unfortunately, this area has not had any updates in many years and the playground equipment is very old and outdated. This grant will allow the City of Englewood the first opportunity in many years to develop a new playground in a deserving neighborhood with many kids. I know there is great amount of interest and excitement in the community about this project.

Thank you for your consideration.

Sincerely,

Kristin Clay  
2065 W. Vassar Ave.  
Englewood, CO 80110  
720-296-6634

**PART G – Budget**

Criteria # 3

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

Sources of Funds	Date	County Grant Request	Cash Match	In-Kind Match	Total Project Funds
Arapahoe County Open Space		\$156,600	n/a	n/a	\$156,600
Applicant cash match		n/a	\$89,100		\$89,100
Other funding source					\$ other cash/in-kind
Other funding source					\$ other cash/in-kind
Contingency (≈10% of total project)		- not from County grant -	\$24,600		\$24,600
<b>Totals - Sources of Funds</b>		<b>\$156,600</b>	<b>\$113,700</b>	<b>\$ Other match</b>	<b>\$270,300</b>
Uses of Funds – Expenditures	Projected Date	From County Grant	Cash Match	In-Kind Match	Total Project Costs
Remove Playground Sand		\$10,500	\$		\$10,500
Remove Sidewalk		\$100	\$		\$100
Remove Play Equipment		\$1,500	\$		\$1,500
Remove Curb		\$700	\$		\$700
Subgrade Preparation		\$	\$5,300		\$5,300
Fill		\$1,300	\$		\$1,300
Blading		\$1,900	\$		\$1,900
Concrete Walk		\$	\$6,900		\$6,900
Concrete Ramp		\$1,600	\$		\$1,600
Playground Edger		\$8,600	\$		\$8,600
Rubber Surfacing		\$15,100	\$68,900		\$84,000
Playground Equipment		\$92,500	\$		\$92,500
Sod		\$10,600	\$		\$10,600
Topsoil		\$	\$3,900		\$3,900
Soil Preparation		\$	\$1,100		\$1,100
Cedar Mulch		\$100	\$		\$100
Irrigation		\$	\$3,000		\$3,000
Mobilization		\$7,000	\$		\$7,000
Surveying		\$1,500	\$		\$1,500
Erosion Control		\$1,500	\$		\$1,500

Permits (grading & stormwater)		\$400	\$		\$400
Testing and Inspections		\$1,300	\$		\$1,300
Sales Tax		\$	\$		\$
		\$	\$		\$
Required signage acknowledging grant from Arapahoe County	install upon completion	minimum \$400 required budget expense line item			\$ 400 required budget expense
<b>Subtotal – Project Costs</b>					
Contingency (≈10% of total project)		- not charged to County -	\$24,600		\$24,600
<b>Totals – Cost plus contingency</b>		<b>\$156,600</b>	<b>\$113,700</b>	<b>\$ total in-kind</b>	<b>\$270,300</b>

**GRAND TOTALS IN FAR RIGHT COLUMN {Must equal grant request + cash match + in-kind match (= subtotal) + contingency \$270,300}**

Authorized Signature: _____	Date: <u>3/1/2012</u>
Print Name: <u>Jerrell Black</u>	Title: <u>Director</u>

## COUNCIL COMMUNICATION

<b>Date</b> July 16, 2012	<b>Agenda Item</b> 11 c i	<b>Subject</b> Collective Bargaining Agreement Between the City and the EPBA for 2013 and 2014
<b>Initiated By</b> Human Resources Department		<b>Staff Source</b> Sue Eaton, Director of Human Resources

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The previous Collective Bargaining Agreement with the Englewood Police Benefit Association was approved by Council for 2011 and 2012.

### RECOMMENDED ACTION

Staff requests Council approval by resolution of the Collective Bargaining Agreement between the Englewood Police Benefit Association and the City of Englewood for 2013 and 2014. The contract covers approximately 54 employees.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood and the Englewood Police Benefit Association entered into negotiations in April of 2012 in accordance with the City of Englewood Charter. The members of the Englewood Police Benefit Association duly ratified, through their elected representatives, the Collective Bargaining Agreement.

Significant changes to the contract include the following:

1. Article 9, Compensation: Employees covered by the Contract will receive a market adjustment to their 2012 base wage rate effective January 1, 2013 and to their 2013 base wage rate effective January 1, 2014. The adjustments will be based upon the salary surveys conducted by Human Resources in October of 2012 and 2013.
2. Article 10, Merit Pay: Merit pay has been eliminated.
3. Article 16, Holidays: The provision guaranteeing EPBA members ten hours of holiday leave cash out annually was eliminated.
4. Article 19, Personal Leave: The cash out of unused personal leave has been eliminated. Unused personal leave will instead be rolled over into employees' annual leave banks.
5. Article 24, Pension/Retirement Plans: By January 1, 2013, City Council will approve a non-binding resolution granting current police officers the ability to choose entry into the Fire and Police Pension Association of Colorado. Contributions will remain the same for current officers (10% employee/10% City), but new officers will contribute 8% and the City will contribute 8% of their base wage.

**FINANCIAL IMPACT**

Assuming market adjustments of 1.5%, there will be no financial impact associated with the changes in 2013 and 2014.

**LIST OF ATTACHMENTS**

Collective Bargaining Agreement between the City of Englewood and the Englewood Police Benefit Association, January 1, 2013 - December 31, 2014.

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

A RESOLUTION AUTHORIZING THE PROVISIONS OF THE COLLECTIVE  
BARGAINING CONTRACT BETWEEN THE ENGLEWOOD POLICE BENEFIT  
ASSOCIATION AND THE CITY OF ENGLEWOOD FOR THE YEARS 2013 - 2014.

WHEREAS, the Englewood City Council authorized "The Collective Bargaining Contract Between the Englewood Police Benefit Association and the City of Englewood for the Years 2011 – 20112; by the passage of Resolution No. 39, Series of 2010; and

WHEREAS, the City of Englewood and the Englewood Police Benefit Association entered into negotiations in April of 2012 in accordance with the Englewood City Home Rule Charter; and

WHEREAS, the members of the Englewood Police Benefit Association duly ratified, by a majority vote, the Collective Bargaining Agreement for the years 2013 and 2014; and

WHEREAS, the significant changes to the contract are:

1. Article 9 – Compensation: Employees covered by the Contract will receive a market adjustment to their 2012 base wage rate effective January 1, 2013 and to their 2013 base wage rate effective January 1, 2014. The adjustments will be based upon the salary surveys conducted by Human Resources in October 2012 and 2013.
2. Article 10 – Merit Pay: Merit pay has been eliminated.
3. Article 16 – Holidays: The provision guaranteeing EPBA members ten hours of holiday leave cash out annually was eliminated.
4. Article 19 – Personal Leave: The cash out of unused personal leave has been eliminated. Unused personal leave will instead be rolled over into employees' annual leave banks.
5. Article 24. Pension/Retirement Plans: By January 1, 2013, City Council will approve a non-binding resolution granting current police officers the ability to choose entry into the Fire and Police Pension Association of Colorado. Contributions will remain the same for current officers (10% employee/10% City), but new officers will contribute 8% and the City will contribute 8% of their base wage.

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

Section 1. The City Council of the City of Englewood, Colorado hereby approves the Collective Bargaining Contract between the Englewood Police Benefit Association and the City of Englewood for the years 2013 and 2014, attached hereto as Exhibit A.

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest the Collective Bargaining Contract between the Englewood Police Benefit Association and the City of Englewood, Colorado.

ADOPTED AND APPROVED this 16th day of July, 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

**CONTRACT BETWEEN THE  
CITY OF ENGLEWOOD  
AND THE  
ENGLEWOOD POLICE BENEFIT ASSOCIATION  
FOR THE YEARS 2013 – 2014**

This reproduction of the 2013-2014 Contract has been prepared by the Human Resources Department for distribution to all covered Police officers so that everyone will be aware of the rights and benefits contained herein.

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CONTRACT BETWEEN THE  
CITY OF ENGLEWOOD  
AND THE  
ENGLEWOOD POLICE BENEFIT ASSOCIATION

This Contract entered into by the City of Englewood, Colorado, and the Englewood Police Benefit Association has as its purpose the promotion of harmonious relations between the City of Englewood and its employees, a fair and peaceful procedure for the resolution of differences; the establishment of rates of pay and hours of work, and other conditions of employment mutually agreed upon.

Except where limited by express provisions elsewhere in this Contract, nothing in this Contract shall be construed to restrict, limit or impair the rights, powers and authority of the City as granted to it by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and rights to;

- A. Determine the overall mission of the City as a unit of government.
- B. To maintain and improve the efficiency and effectiveness of City operations.
- C. To determine the services to be rendered, the operations to be performed, the technology to be utilized, or the matters to be budgeted.
- D. To determine the overall methods, processes, means, job classifications or personnel by which City operations are to be conducted.
- E. To direct, supervise, hire, promote, transfer, assign, schedule, retain or lay-off employees.
- F. To suspend, discipline, discharge, and demote for cause, all full-time permanent classified employees.
- G. To relieve employees from duties because of lack of work or funds, or under conditions where the City determines continued work would be inefficient or nonproductive.
- H. To take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified herein or limited by a collective bargaining contract.
- I. To take any and all actions to carry out the mission of the City in cases of emergency.
- J. Nothing contained herein shall preclude the City from conferring with its employees for purposes of developing policies to effectuate or implement any of the above enumerated rights.

ARTICLE 1. DURATION OF CONTRACT

A. This Contract shall take effect on January 1, 2013 and shall continue in force to and including December 31, 2014.

B. This Contract, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties.

C. If any article or section of this Contract should be held invalid by operation of law or the District Court, or if compliance with or enforcement of any article or section should be restrained by such District Court, the remainder of this Contract shall not be affected thereby and this Contract shall remain in full force and effect, and the parties shall promptly negotiate for the purpose of attempting to arrive at a mutually satisfactory replacement of such article or section.

D. The parties agree and understand that provisions relating to employees covered by this Contract shall in no way displace or modify present or future statutory or case law of the State of Colorado.

E. The parties acknowledge that during negotiations which resulted in this Contract had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for negotiation discussions and that the understandings and agreements arrived at by the parties after this exercise of that right and opportunity are set forth in this Contract.

ARTICLE 2. RECOGNITION

The City recognizes the Englewood Police Benefit Association as the employee organization certified by the City of Englewood as the exclusive representative for sworn Police employees within the following bargaining unit:

Included: All full-time, classified sworn police officers below the rank of Sergeant of the City Police Department. (See City Charter, Article XV. 137:2 (b), (c).

Excluded: All others.

### ARTICLE 3. EMPLOYEE RIGHTS

1. A full-time classified employee who is not a confidential employee, a managerial employee, or a supervisor shall have the right:

- A. To form, join, support or participate in, or to refrain from forming, joining, supporting, or participating in any employee organization or its lawful activities.
- B. Bargain collectively through their certified employee representative.
- C. No employee shall be interfered with, restrained, coerced or discriminated against because of the exercise of these rights nor shall the right of an individual employee to discuss employment concerns with the City be infringed upon.

2. The City and the Englewood Police Benefit Association mutually agree that a fair and impartial investigation of officers is deemed appropriate and necessary. A written policy has been developed and included in the operations manual specifically addressing the issue of administrative and criminal investigations and employee rights. No changes will be made in this policy without prior consultation and review with association representative(s).

#### ARTICLE 4. SENIORITY

For the purposes of this Contract, seniority shall be determined first by length of continuous full-time service with the City Police Department according to rank and second by length of continuous full-time service with the City Police Department from the first date of hire, provided the employee successfully completed a probationary period. In cases where two or more employees have the same hire date, the badge number as issued by the Department shall establish priority of position on the seniority list. Employees shall not continue to accrue seniority while laid off, and seniority will terminate when an employee has been laid off for a period of twelve (12) months or more.

After an employee successfully completes the probationary period, their name shall appear on the seniority list as of the first date of hire.

The seniority of an employee shall terminate under any of the following conditions:

- When a laid off employee fails to give notice of the employee's intent to return to work within seven (7) calendar days after the City has sent, to the employee's last known address on file with the City, a certified letter requesting the employee's return to work.
- When the employee gives notice but fails to return to work within seven (7) calendar days after the aforesaid letter has been sent to the employee.
- When the employee's employment with the City is terminated for any reason.
- When an employee is on leave of absence as provided under Article 22, Leaves of Absence (Without Pay).
- If an employee is absent for three (3) consecutive regularly scheduled working days without notifying the Police Chief or immediate supervisor prior to such three (3) days' absence without good cause as determined by the Police Chief.
- Failure to return to work after expiration of a formal leave of absence.
- An employee rehired but whose absence from City employment was less than eighteen (18) months will have their prior accrued seniority with the retirement plan restored.
- An employee rehired, but whose absence from City employment was less than twelve (12) months will have their prior accrued seniority restored with regard to all other City benefits.

## ARTICLE 5. HOURS OF WORK

The Police Department shall observe office and working hours necessary for the efficient transaction of their respective services.

### A. Work Week

A work week is a regular recurring period of 168 hours in the form of seven consecutive 24-hour periods. The workweek need not be the same as the calendar week. The workweek may begin on any day of the week and any hour of the day and need not be the same for all employees.

### B. Work Schedule

1. The work schedule for officers, including roll call and meal periods, shall consist of five (5) eight (8) hour work days; four (4) ten (10) hour work days; or other work schedule as determined by the Police Chief.
2. Any change in an officer's bid or assigned schedule (starting time, quitting time, scheduled days off) will be made in accordance with paragraph C except schedule changes may be made without notice if the affected officer agrees.

The City agrees to review with Association representatives issues and concerns regarding the method and possible compensation associated with schedule changes.

### C. Changing Work Schedules

The work schedule may be changed by the Police Chief provided a minimum five (5) days advance notice is given. Work schedules may be changed without advance notice in the case of emergencies as determined by the Police Chief. When an employee's work schedule is changed for purposes of training, special instruction, etc., the supervisor shall make a reasonable effort to accommodate the employee's interests concerning the scheduled change.

### D. Staffing

The need for an appropriate level of staffing is recognized by the City for the purpose of efficiency and safety. The Police Department will address this issue in Department policy.

### E. Meal Periods

Officers shall be granted a paid meal period of thirty (30) minutes for each eight (8) hour work shift. Employees working a ten (10) hour work shift shall be allowed a paid forty-five (45) minute meal period. An employee may conduct personal business during the meal period. The meal period shall be authorized and controlled by the employee's supervisor.

F. Rest Periods

Employees shall be granted a paid rest period not to exceed fifteen (15) minutes during approximately the first one-half of the employee's regular work day and an additional fifteen (15) minutes rest break approximately in the second one-half of the work day. Rest periods shall be authorized and controlled by the employee's supervisor.

## ARTICLE 6. BIDDING PROCEDURES FOR SHIFT ASSIGNMENT

### Bidding for Watches and Days Off

- A. Seniority applicable to the seniority bid process will be determined in accordance with the total length of continuous employment as a Police Officer with the City of Englewood. Prior City employment in other than a Police Officer capacity will not apply toward seniority. Probationary employees will not be included in the bid process.
- B. The seniority bid system will be applicable to personnel assigned to the Patrol Operations Division only, and will not be authorized in any other bureau or special assignment.
- C. The Patrol Operations Division commander will develop and post a schedule prior to each year for a twelve-month period.
- D. The bid process will begin after October 1 of each year and will be completed by November 30 of each year.
- E. There will be a total of five (5) non-biddable positions which shall consist of two (2) non-biddable positions on Watch I and three (3) non-biddable positions on Watch II. The bidding process will begin with the most senior Police Officer bidding the positions of their choice. In the descending order of seniority, each remaining Police Officer will have choice of the remaining biddable positions. All specialized positions such as crime prevention officer, traffic officer, etc. will not be open to bid. The specialized assignments along with any no-bid positions on a watch, will be in addition to the biddable position on each watch. Officers may request non-biddable positions and an attempt will be made to accommodate them, but such positions will be assigned at the discretion of the division commander. If an employee fails to submit a bid in accordance with the bidding procedure, the employee will relinquish the opportunity to bid by seniority, and will be assigned at the discretion of the Patrol Operations Division commander.
- F. An employee in another assignment, who is reassigned to the Patrol Operations Division will occupy the position vacated by the employee they are replacing. If other positions are available, the employee may request assignment to such positions, but may only be assigned at the discretion of the Patrol Operations Division commander. The officer will then be allowed to bid at the next bid process.

It is further understood that should a schedule change for unforeseen emergency circumstances arise, officers may be assigned by the Patrol Operations Division commander from one shift to the other to handle whatever emergency situation exists during the duration of the emergency.

## ARTICLE 7. SPECIAL ASSIGNMENT

The Department will maintain a written process for selection and service including performance of employees for special assignments in the Police Operations Manual.

The Police Chief will consult with the Association regarding any future changes to the selection process.

## ARTICLE 8. LAYOFF

Whenever there is lack of work, lack of funds, or under conditions where the City determines continued work would be inefficient or non-productive the appointing authority shall designate the positions in which the layoff is to be made.

The order of layoff shall be determined by the City Manager on the basis of the quality and length of service provided by the employees in the affected areas. Quality of work will include the employee's total employment record. This record includes annual performance evaluations, commendations, disciplinary actions, education, training, etc. Any employees who have not yet achieved permanent or regular status or who have less than twelve (12) months of full-time employment with the City shall be laid off first, regardless of performance. Permanent employees who are laid off have the right to be reemployed as a police officer, in inverse order of layoff, provided that such recall occurs within eighteen (18) months of layoff and the employee continues to meet the qualifications for that position. Laid off employees will stay on the recall list for eighteen (18) months. In the event the quality and length of service are equal, seniority shall prevail. The recall list shall terminate after eighteen (18) months. If financial conditions warrant and at the discretion of the Police Chief, an employee, recalled from layoff to a classification lower than that held at the time of the layoff, may be moved up to the highest classification previously held at an accelerated pace.

Employees shall not continue to accrue service credit, including seniority, or be eligible for any City benefits during layoff. In the event of a layoff, affected employees will be given as much advance notice as possible.

ARTICLE 9. COMPENSATION

A.

2012 Salary Schedule  
Regular Straight Time Hourly Rate

Police Officer Probationary	\$24.34
Police Officer 4 <sup>th</sup> Class	\$25.92
Police Officer 3 <sup>rd</sup> Class	\$28.48
Police Officer 2 <sup>nd</sup> Class	\$31.33
Police Officer 1 <sup>st</sup> Class	\$34.45

B. The schedule in "A." above will be adjusted on January 1, 2013 to reflect the 2013 "market median" as determined by the 2012 Salary Survey. The "market median" will be based upon the 2013 median wage of either the top rate for the highest ranking police officer or maximum of the salary range for top ranking police officer (if the jurisdiction uses ranges vs. a flat rate) at: Arvada, Aurora, Boulder, Commerce City, Denver, Greenwood Village, Lakewood, Littleton, Longmont and Thornton. The survey will be conducted in the 4<sup>th</sup> quarter of 2012 by the Human Resources Department, with the concurrence of the EPBA. The City and the EPBA will meet by November 1, 2012 to approve the survey and finalize the revised salary table for 2013.

C. The schedule in "A." above will be further adjusted on January 1, 2014 to reflect the 2014 "market median" as determined by the 2013 Salary Survey. The "market median" will be based upon the 2014 median wage of either the top rate for the highest ranking police officer or maximum of the salary range for top ranking police officer (if the jurisdiction uses ranges vs. a flat rate) at: Arvada, Aurora, Boulder, Commerce City, Denver, Greenwood Village, Lakewood, Littleton, Longmont and Thornton. The survey will be conducted in the 4<sup>th</sup> quarter of 2013 by the Human Resources Department, with the concurrence of the EPBA. The City and the EPBA will meet by November 1, 2013 to approve the survey and finalize the revised salary table for 2014.

Class Increase

The wage increase provided for Police Officer 4th Class through 1st Class shall not be considered automatic, but rather based upon meritorious service. Said class increase may be granted or denied to any individual Police Officer upon recommendation of the Police Chief and with the approval of the City Manager or designee upon written notice to such individual Police Officer. The date in which the class increase is approved shall determine the new class anniversary date.

## ARTICLE 10. OVERTIME WORK

- A. Employees covered by this Contract shall be compensated at time and one-half (1 1/2) the employee's regular hourly rate of pay for all assigned hours worked over and above their regular DAILY work schedule.
- B. Overtime shall not be pyramided, compounded or paid twice for the same hours worked.
- C. The City retains the right to assign overtime work to any employee qualified to perform the work.
- D. Overtime available during a given watch shall be offered on a voluntary basis to uniformed officers working during the preceding or succeeding watch, as determined by the watch supervisor, in order of seniority. If no officer accepts, the least senior officer may be required to work the overtime, an accommodation may be authorized, or the City may, at its discretion, call any officer in to work the overtime.
- E. Employees who work overtime, call back, and/or standby hours may, in lieu of pay, take compensatory time off upon mutual agreement between the employee and the employee's supervisor. If there is no mutual agreement, the employee shall be paid. Members of the bargaining unit may accrue a maximum of eighty (80) hours of compensatory time to be utilized in accordance with City of Englewood Policy # 46 (Compensatory Time). Compensatory time is to be compensated at the rate of one and one-half hours of time off for each one hour of overtime, call back, or standby worked in excess of the daily scheduled work shift.
- F. Employees required to attend firearms qualification on their off-duty time will be guaranteed two (2) hours overtime pay.

ARTICLE 11. CALL BACK

- A. An employee on off-duty status who is called back to duty shall be credited with a minimum of two (2) hours of pay at the rate of one and one-half (1 1/2) the employee's regular hourly wage rate.
- B. An employee called back to work during the first two (2) hours prior to the start of their regular shift shall be paid at the overtime rate for all hours actually worked up to the starting time of their regular shift.
- C. Should any employee be required to testify before any court or divisional administrative hearing as a result of his/her official duties with the City, the time spent by such employee in providing such testimony shall be considered to be work time. If such appearance for testimony is at a time when the employee would otherwise be off duty, the employee shall be paid as provided under Section A and B above. The employee shall pay to the City all witness fees, and other compensation paid to the employee in conjunction with so testifying excluding mileage fees. An employee who is called for witness duty shall present to their supervisor the original summons or subpoena from the court or at the conclusion of such duty, shall provide a signed statement from the clerk of the court, or other evidence indicating the amount of time his/her person was required.
- D. When an employee is subpoenaed as a witness in private litigation to testify, not in his/her official capacity but as an individual, the time absent by reasons thereof shall be taken as any accrued leave or leave without pay, if all accrued leave is exhausted.

## ARTICLE 12. STANDBY

Employees assigned to standby duty shall be credited with two and one-half (2 ½) hours of pay at the overtime rate of pay for each twenty-four (24) hour period, during which they are on standby. Employees assigned to standby for less than a twenty-four (24) hour continuous period shall be credited with one (1) hour of pay at the overtime rate for each such assignment.

## ARTICLE 13. CLOTHING ALLOWANCE

A. The City shall furnish, or reimburse the cost of uniforms, including leather gear, insignias, duty footwear and clothing, required while on duty, and shall pay all costs of maintenance, repair and cleaning thereof, provided that reimbursement of such costs shall not be required if approval of the Police Chief is not obtained in advance of purchase. All employees assigned to non-uniform positions for a period of thirty (30) days or more and not required to be in uniform during work, shall receive a clothing allowance as follows:

1. Upon initial assignment to a non-uniform position, the employee shall receive a lump sum of \$1200 to cover the initial cost of purchasing clothing for the first year of the employee's assignment. Employees, who leave non-uniform position voluntarily within the first year of their assignment, shall repay the clothing allowance at \$100 per month for every entire month remaining in the first year of their assignment.

2. After the first year of their assignment to a non-uniform position, officers shall receive \$100 per month for each month that they remain in the non-uniform assignment.

B. The employee shall be responsible for all lost or stolen items identified above, or damage to the same, as a result of the employee's negligence or deliberate act.

C. The City will provide on a replacement basis a high quality bullet proof vest (flack jacket). Replacement shall be made once every five (5) years, or at such earlier time as the City is notified of any event or condition rendering such a vest unsafe for its intended purpose. In the event of specialized or customized vests, the City will pay the same dollar amount for the City issued and authorized vest with the employee paying the differences in cost.

D. All uniformed employees shall be annually reimbursed the cost of one pair of duty footwear up to a maximum of \$200. Officers shall present a receipt for the footwear to the City before receiving the reimbursement.

E. Except in the case of the employee's personal negligence, employees shall be fully reimbursed for any department approved firearm, prescription eyewear, or flashlight, purchased by the employee that is damaged or destroyed in the performance of the employee's official duties; or any department approved firearm purchased by the employee that is seized as evidence and not returned to the employee within 30 days of seizure.

## ARTICLE 14. ANNUAL LEAVE

Employees shall earn annual leave at the following rates.

<u>Length of Service</u>	<u>Hours per Year</u>
0-4 years	96
5-9 years	120
10-19 years	160
20 and above	170

The earning limits for annual leave shall be as follows:

<u>Length of Service</u>	<u>Hours</u>
0-4 years	240
5-9 years	288
10-19 years	368
20 and above	408

A. Annual leave shall not be granted to any employee until after completion of six (6) months consecutive service with the City.

B. The schedule for use of annual leave shall be determined by the needs of the department. Annual leave shall be taken at a time convenient to and approved by the Police Chief. (See City of Englewood Administrative Policy 30, "Annual Leave", for further details.)

### Annual Leave Pay

The rate of annual leave pay shall be the employee's regular straight time hourly rate of pay for the employee's regular job. Annual leave shall be allowed only to the total hourly amount accumulated during the pay period in which the leave is taken.

### Work During Annual Leave

If after the employee has begun their annual leave and the City requires the employee to work during the scheduled annual leave period, the employee shall be compensated as follows:

- A. The employee shall be paid for all hours worked at the overtime rate.
- B. The employee shall not be charged with annual leave for the number of hours worked.

## Usage

There shall be a one-week minimum on use of annual leave time, unless otherwise authorized by the Police Chief or his/her designated representative. (Exception: If all personal leave has been exhausted and the employee is ill or injured, annual leave may be substituted for personal leave, and will serve as the elimination shift in order to access Short Term Disability. In this instance the employee must notify his/her supervisor one hour prior to the start of his/her shift.)

The maximum use of annual leave shall be no greater than the amount accumulated by the employee during the pay period in which the leave is taken, and in no event shall the annual leave exceed four (4) consecutive weeks unless otherwise authorized by the Police Chief.

## Annual Leave Pay Upon Separation

Any employee who is separated from the service of the City, i.e., retirement, termination (if employee has completed six (6) months of continuous service with the City), or layoff, shall be compensated for the unused annual leave time accumulated at the time of separation at the employee's regular hourly wage rate. Annual leave is not to be used to extend an employee's date of separation.

## Bidding for Annual Leave

Each officer will bid one annual leave, by seniority, for the year's period, January 1 through December 31. Additional annual leave periods will be granted, on a first requested basis, only after all seniority-bid annual leaves have been scheduled.

The bidding process for annual leave will take place in November as scheduled by the Uniform Patrol Bureau commander after completion of all bidding for watches and days off.

Annual leaves are expected to be scheduled in good faith by each employee and shall specify the exact dates desired.

Annual leave will be administered at the discretion of the Police Chief or designee for personnel assigned to any other Bureau(s).

## ARTICLE 15. HOLIDAYS

A. Officers assigned to the Uniform Patrol Bureau shall be scheduled for one hundred (100) hours of holiday time with pay at the discretion of the Police Chief or designee. Holidays will be bid after all annual leave has been bid by seniority, with annual leave taking precedent over holidays. The bid time for holidays is the same time as annual leave according to the bid schedule, except that any holidays not scheduled or used by August 1 of that year may be assigned.

B. Officers assigned to the Investigative Services Bureau will be granted ninety-six (96) hours of time off on the regularly observed City holidays. If a holiday falls on one of their regularly scheduled days off, these employees will be given an alternate day off. These officers may also be granted a "floating holiday" option. They may be allowed to exchange any of the below listed holidays for any other day in the year he/she is normally scheduled to work. Scheduling will be made with the approval of the Police Chief or designee.

Presidents' Day	Labor Day
Veterans Day	Memorial Day
Friday after Thanksgiving	Christmas Eve
Martin Luther King Day	New Year's Eve

C. If after the employee has begun their holiday and the City requires the employee to work during the scheduled holiday period, the employee shall be compensated as follows:

1. The employee shall be paid for all hours worked at the overtime rate.
2. The employee shall not be charged with holiday time for the number of hours worked.

D. When a new officer is hired, he/she receives an initial prorated holiday leave balance. When an officer terminates before the end of the year, holiday leave cash out will be prorated. If a current officer does not use all of his/her holiday leave by December 31<sup>st</sup> of a given year, the unused portion will be forfeited.

E. Holiday leave will be administered at the discretion of the Police Chief or designee for personnel assigned to any other Bureau(s).

ARTICLE 16. ADMINISTRATIVE LEAVE

Administrative leave with pay may be granted an employee at the discretion of the Police Chief or designee. This leave is used when circumstances require in the best interests of the City and/or employee that the employee should temporarily be relieved from duty.

## ARTICLE 17. FUNERAL LEAVE

The Police Chief shall grant leave with pay to an employee to attend the funeral of a member of the employee's family. The number of days granted shall be governed by the circumstances of the case, but in no event shall they exceed seven (7) calendar days. For the purpose of this section, "employee's family" shall mean the employee's spouse, or the children, grandchildren, parents, grandparents, brothers and sisters of the employee or of the employee's spouse.

## ARTICLE 18. PERSONAL LEAVE

All employees covered by this Contract shall be granted 48 personal leave hours with pay which an employee is entitled to use for the following purposes:

- A. Employee's own illness/injury
- B. Illness/injury of employee's family
- C. To attend to personal business

Employees shall have until October 31<sup>st</sup> of each year to use their annually allotted personal leave. Any unused personal leave hours shall be converted to annual leave hours at a one hour to one hour ratio. Personal leave shall be scheduled and administered under the direction of the Police Chief. In the event of illness/injury in which personal leave is requested, the employee shall notify their supervisor or other person designated by the supervisor at least one (1) hour prior to their scheduled reporting time.

Personal leave shall be prorated for employees beginning and terminating employment with the City.

ARTICLE 19. SHORT TERM DISABILITY (STD)

A. Definition

Upon completion of 90 days of service, STD leave is granted for non-service connected injuries (except as described below in section D.,2.,b.) or illnesses of an employee which prevents the employee from performing his/her duties as a City employee.

B. Provision

The City agrees to provide STD leave with pay for employees absent as a result of illness/injury as follows:

91 days-4 years	347 hours
5-9 years	520 hours
10+ years	693 hours

C. Accumulation and Restoration

STD leave shall not be accumulative except that on January 1 of each year, the City shall restore 100% of the number of hours previously used by an employee as follows:

91 days-4 years	up to a maximum of 174 hours
5-9 years	up to a maximum of 260 hours
10+ years	up to a maximum of 347 hours

Such restoration shall continue each year until such time as the employee accrues the maximum number of hours for which he or she is eligible under Article 24.B.

D. Utilization

1. Upon completion of 90 days of service, authorization for STD leave with pay shall only be granted after the first shift of disability. The first shift of disability will be paid with the employee's accumulated leave time in the following order: personal leave, annual leave, holiday leave. After all accrued leaves have been exhausted, the first shift of disability will be leave without pay.

2. Authorization for STD shall only be granted for the following reasons:

- a. Personal illness or injury not service connected, including maternity related disability.
- b. Service connected injury or illness only after the ninety days described in Article 25, Workers' Compensation, has been exhausted.

F. Reporting of STD

The employee or a member of the employee's household shall notify the employee's supervisor at least one (1) hour prior to the employee's scheduled reporting time. No STD leave will be granted to an employee who fails to notify their supervisor prior to the beginning of the employee's work schedule unless circumstances beyond the control of the employee would not permit.

G. Verification of Disability

If absence from work is three (3) days or more, a medical release must be provided to the employee's supervisor, who will forward it to Human Resources for possible Family and Medical Leave qualification.

If the Police Chief requires a physician's statement of disability in addition to the one mentioned above, the City shall bear reasonable and necessary costs required to obtain such physician's statement.

H. Abuse of STD

An employee who makes a false claim for STD leave shall be subject to disciplinary action.

## ARTICLE 20. WORKERS' COMPENSATION

A. For any on-the-job injury which causes any employee to be absent from work as a result of such injury, the City shall pay to such employee his/her full wages from the first day of his/her absence from work up to and including the 90th calendar day of such absence, less whatever sums received by the employee as disability wages under workers' compensation. After exhaustion of the ninety (90) days if the employee is still disabled, he/she can utilize leave under the provisions of Article 24. The City reserves the right to require any employee on injury or disability leave to submit to an examination(s) by City-appointed physician(s) at the City's expense or under the provision of workers' compensation or the retirement/pension provisions as provided under State Statute.

B. All injuries that occur during working hours shall be reported to the employee's supervisor within 24 hours of the injury or before the employee leaves their department of employment unless circumstances beyond the control of the employee would not permit.

C. During the term of this Agreement, the City shall pay one-half (1/2) of the state-mandated contribution for death and disability pursuant to § 31-31-811(4), C.R.S., for officers hired after January 1, 1997.

## ARTICLE 21 INSURANCE

### A. MEDICAL

The City will pay ninety percent (90%) of the premium cost for "employee only" coverage, eighty-five percent (85%) of the premium cost for "employee plus one" coverage and eighty percent (80%) of "family" coverage for the medical insurance plan designated as the basic City plan. Employees will pay 10%, 15% or 20% of the premium cost.

If the City offers any optional medical insurance plan(s), the employee will pay the difference between the City's contribution described above and the premium cost of the optional plan chosen.

### B. DENTAL

The City will pay ninety percent (90%) of the premium cost for "employee only" coverage, eighty-five percent (85%) of the premium cost for "employee plus one" coverage and eighty percent (80%) of "family" coverage for dental insurance. Employees will pay 10%, 15% or 20% of the premium cost.

### C. LIFE

Term life insurance will be provided by the City for employees covered by this Contract in an amount equal to one year's salary as specified in Article 9.A or B, Compensation, whichever applies, not to exceed \$50,000.

D. Any dispute concerning the interpretation or application of benefits provided under the health or dental plans shall be subject to the plan appeal process. It is expressly understood that this article is a non-grievable item under this Contract.

## ARTICLE 22. RETIREE HEALTH INSURANCE ASSISTANCE

It is understood and agreed by both parties that any referral to health insurance for retirees or future retirees is not to be construed as a part of this Contract. The City agrees to pay the retiree \$75.00 per month for employees who retired on or before December 31, 1994; and \$100.00 per month for employees who retire on or after January 1, 1995.

## ARTICLE 23. PENSION/RETIREMENT PLANS

On or before January 1, 2013, City Council shall approve a non-binding resolution granting sworn police officers of the City (including all those in the EPBA) partial entry into the Fire and Police Pension Association of Colorado (FPPA). FPPA shall establish the procedures and timelines for FPPA implementation.

Officers who are hired before the final implementation of the FPPA pension program shall contribute 10% of his/her base wages into the FPPA Statewide Defined Benefit Plan and the City shall contribute 10% of each officer's base wages into the FPPA Statewide Defined Benefit Plan (or as mandated by State statute).

Officers who are hired before the final implementation of the FPPA pension program, but remain in either the ICMA-RC defined contribution plan or convert to the FPPA sponsored defined contribution plan or the FPPA hybrid plan will contribute 10% of his/her base wages into the plan and the City will contribute 10% of each officer's base wages into the plan.

Officers who are hired after the final implementation of the FPPA pension program shall be enrolled in FPPA's Statewide Defined Benefit Plan and he/she shall contribute 8% of his/her base wages into the plan and the City will contribute 8% of his/her base wages into the plan.

The plan documents for the City of Englewood ICMA Retirement Corporation 401(a) Money Purchase Plan and the FPPA Plans will be available for inspection in the Department of Finance and Administrative Services.

ARTICLE 24. RULES AND REGULATIONS

A. Except as limited by the express terms of this Contract, the City retains the right to promulgate reasonable rules, regulations, policies, procedures and directives. Said rules, regulations, policies, and procedures and directives which are an alleged violation of this Contract shall be subject to the grievance procedure.

B. The City agrees to meet and confer in a timely manner with the Association concerning the formulation of changes of rules and regulations, policies, procedures and directives.

## ARTICLE 25. DUES DEDUCTION

A. The City agrees to deduct the Association dues once each pay period from the pay of those employees who individually request in writing that such deductions be made, subject to the garnishment laws of the State of Colorado. The amounts to be deducted shall be certified to the City Director of Human Resources by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the 15th of the succeeding month, after such deductions are made. The authorization shall be revocable during the term of the Contract, upon a thirty (30) day written notice by the employee to the City Finance and Administrative Services Director.

B. If no wages are paid an authorized employee on the last pay period of a given pay period, deduction for that pay period will be made from any wages which may be paid to him/her on the next succeeding final monthly City pay period. It is expressly understood that the City assumes no liability and shall not be liable for the collection or payment to the Association of any dues during any time that an employee is not actually working for the City and actually on the payroll of the City. In the event of error on the check-off list, the City will not be responsible to make adjustments, until notified by the Treasurer of the Association.

C. The Association shall indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provision of this Article.

D. Changes in the dues amount to be deducted shall be limited to two (2) changes each year, and provided a thirty (30) day written notice is provided the City Director of Human Resources.

E. Should the change in the deduction amount or method require a computer programming change, the Association shall be responsible for that cost of such change or changes, at \$30 per hour with a four (4) hours maximum. Payment from the Association shall be made to the City Director of Human Resources within ten (10) days of receipt of billing.

## ARTICLE 26. ASSOCIATION ACTIVITIES

The City agrees that during working hours on the City premises and without loss of pay, Association representatives may be allowed to: attend Association-management meetings; attend negotiation sessions; post Association notices on City designated bulletin boards; solicit Association memberships during employee's non-work time; and represent employees on grievances and disciplinary matters provided the work load permits as determined by the Police Chief or designated representative and requires no overtime pay.

## ARTICLE 27. LETTER OF CORRECTIVE ACTION

A. Examples of reasons that may result in an oral or written corrective action are listed under City of Englewood Administrative Policy Manual, Policy # 25, "Corrective and Disciplinary Action", and the Englewood Police Department Operation Manual, Sections 3.1, "Code of Conduct" and 3.2, "Discipline".

B. The employee shall have the opportunity to submit written comments in response to any written corrective action which is to be included in the employee's official personnel file.

C. The employee retains the right to request an administrative review of any written corrective action which is to be included in the employee's official personnel file. The Police Chief shall determine this administrative review procedure. A representative of the EPBA may be included in this administrative review process at the employee's request. Written findings of this administrative review shall be placed in the employee's official personnel file.

D. This Article shall not be grievable under this Contract.

## ARTICLE 28. DISCIPLINARY ACTION

Disciplinary actions are those personnel actions administered against an employee for an offensive act or poor job performance, which actions adversely affect the current pay, current status, or tenure of the employee.

1. Disciplinary action penalties include suspension, demotion, and discharge of an employee.
2. Disciplinary action may be administered concurrently with corrective actions.
3. Reasons for disciplinary action are defined under City of Englewood Administrative Policy Manual, Policy # 25, "Corrective and Disciplinary Action" and the Police Operations Manual: 3.1, "Code of Conduct" and 3.2, "Discipline".

An employee shall be allowed at his/her discretion one (1) Association representative to be present during predisciplinary meetings. This provision shall apply only when an employee desires the assistance of an Association representative and only when the employee believes that disciplinary action as defined above may be taken against the employee.

## ARTICLE 29. GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation concerning the interpretation or application of a specific provision of this Contract. The employee and the Association shall be required to follow the procedure as set out below.

### Step 1

If the employee/ Association is unable to settle the grievance or dispute orally and informally through his/her immediate supervisor within seven (7) calendar days of the date of the occurrence of the grievance, or the employee's knowledge of it, the employee may within the succeeding seven (7) calendar days file a written grievance with his/her supervisor. The supervisor shall attempt to resolve the matter and shall respond in writing to the employee within seven (7) calendar days. An Association or general grievance shall be presented directly by the President of EPBA or his designee to the Police Chief.

### Step 2

If the grievance still remains unresolved, it shall be presented by the employee to the Police Chief in writing within seven (7) calendar days following receipt of the supervisor's response. The Police Chief shall respond in writing within seven (7) calendar days.

### Step 3

If the grievance still remains unresolved, it shall be presented by the employee to the City Manager in writing within seven (7) calendar days following receipt of the Police Chief' response. The City Manager or his/her designated representative shall respond in writing within fourteen (14) calendar days.

### Step 4

If the grievance is still unresolved, the employee within fourteen (14) calendar days after the reply of the City Manager or his/her designated representative, may by written notice request the matter be heard by an arbitrator. If within five days of the request for arbitration the Association and the City cannot mutually agree on an impartial arbitrator, a request will be filed with the American Arbitration Association for a panel of seven arbitrators to be sent to the parties. The arbitrator shall be selected by a method of alternative striking of names from the panel, with the first strike determined by a coin flip. The final name left on the panel shall be the arbitrator. The arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of testimony and argument.

Each party shall be responsible for compensation to its own representatives and witnesses. The fees of the arbitrator shall be shared equally by the Association and the City. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available to the arbitrator. If the other party wishes to have a copy of the transcript, it shall share equally all costs of the transcript.

Failure by an employee or the Association to comply with any time limitation shall constitute a settlement of the grievance. Should the employer not respond within the prescribed time, the grievance will automatically proceed to the next step. At the employee's option, the employer may be allowed additional time to respond.

#### Authority of Arbitrator

The arbitrator shall have no power to add to or subtract from or change the terms of this Contract. The written decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall limit his/her decision strictly to the grievance submitted which has been properly processed through the grievance procedure outlined.

#### Processing Grievance During Working Hours

Grievances may be investigated and processed by the employee and one (1) on-duty Association representative at the employee's request during working hours within reasonable time limits without loss of pay provided notice is given and the work load permits.

ARTICLE 31. EXCLUSIVENESS OF CONTRACT

The City and the Association agree that the terms and provisions herein contained constitute the entire Contract between the parties and supersede all previous communications, representatives or agreements, either verbal or written, between the parties with respect to the subject matter herein. The City and the Association agree that all negotiable items have been discussed during the negotiations leading to this Contract and, therefore, agree that negotiations will not be reopened on any item during the life of this Contract except by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their respective representatives, and their signatures placed thereon, on this \_\_\_\_ day of July, 2012 at Englewood, Colorado.

CITY OF ENGLEWOOD

ENGLEWOOD POLICE BENEFIT  
ASSOCIATION

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

\_\_\_\_\_  
Mark McCann, President

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

## COUNCIL COMMUNICATION

<b>Date:</b> July 16, 2012	<b>Agenda Item:</b> 11 c ii	<b>Subject:</b> Resolution extending the Temporary Suspension or Moratorium on the Enforcement of Selected Provisions of the Englewood Municipal Code Pertaining to Banners, Portable Signs and Murals
<b>Initiated By:</b> Community Development Department		<b>Staff Source:</b> Alan White, Director

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council approved Resolution No. 76, Series of 2009, on October 5, 2009, establishing a temporary suspension or moratorium on enforcement of certain sections of the Englewood Municipal Code 2000 dealing with banners and portable signs. Council also approved Resolution No. 28, Series of 2010, on February 1, 2010, establishing a temporary suspension or moratorium on enforcement of the discretionary approval process related to wall murals. Council combined the two moratoria (banner/portables and murals) into a joint resolution and extended each moratorium in 2010 under Resolution No. 69, Series 2010. Subsequently both moratoria were extended again last year under Resolution No. 5, Series of 2011 and Resolution No. 72, Series of 2011. Resolution No. 39, Series of 2012 extended the moratorium until August 6, 2012.

### RECOMMENDED ACTION

Staff recommends Council adopt a resolution approving an extension of the temporary suspension or moratorium on the enforcement of selected provisions of the Englewood Municipal Code Pertaining to banners, portable signs and murals for a period of time up to December 31, 2012 or the effective date for the passage of Council Bill 39, Series of 2012 pertaining to the Sign Code, whichever occurs first.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In early 2010 the Planning and Zoning Commission began analysis of sign code regulations and discussion of potential amendments. Sign code efforts were delayed by the necessity to adopt floodplain amendments to meet Federal Emergency Management Agency updates by the end of 2010. In 2011 the sign code was again delayed by amendments to public notice requirements, as well as, work on proposed changes to parking and hard surface standards. The proposed sign code amendments were considered by the Planning and Zoning Commission on June 5, 2012. The Commission voted unanimously to recommend approval of the amendments with two minor changes.

The process of adopting amendments to the Unified Development Code pertaining to the Sign Code will extend beyond the expiration date of the current moratorium. In order to apply consistent enforcement procedures throughout the entire code drafting and adoption process, a resolution extending the current moratorium is needed.

### FINANCIAL IMPACT

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

### LIST OF ATTACHMENTS

Resolution

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

A RESOLUTION RECOMMENDING TO THE CITY MANAGER OF THE CITY OF ENGLEWOOD, COLORADO AN EXTENSION OF THE EXISTING SUSPENSION OR MORATORIUM ON THE ENFORCEMENT OF SELECT PROVISIONS OF THE ENGLEWOOD MUNICIPAL CODE 2000, THE SIGN CODE, PERTAINING TO BANNERS AND PORTABLE SIGNS; THE DISCRETIONARY APPROVAL PROCESS BY THE CITY MANAGER OR DESIGNEE FOR SIGNS UNDER 16-6-13(K)(3)(b) AND 16-6-13(K)(4) E.M.C.; AND THE PROVISIONS PERTAINING TO WALL MURALS FOR A PERIOD OF TIME NOT TO EXCEED DECEMBER 31, 2012.

WHEREAS, the City of Englewood has spent a great deal of money and effort promoting its downtown area as a shopping destination and a cultural and artistic venue; and

WHEREAS, the Colorado Court of Appeals has found the requirement for City Manager review and approval of certain types of signs is unconstitutional; and

WHEREAS, instead of special review and approval those signs listed in 16-6-13(K)(3)(b), murals will continue to be reviewed as a regular sign permit and subject to the review times specified for all other signs; and

WHEREAS, the City Council has directed staff to review and revise, if necessary, provisions of the Sign Code concerning the use and display of wall murals; and

WHEREAS, it has been brought to Council's attention that some businesses in Englewood feel the Unified Development Code does not adequately address the use of banners and portable signs in relation to the remainder of the Sign Code; and

WHEREAS, staff will need sufficient time to review and coordinate recommendations relating to the provisions in the Code; and

WHEREAS, City Council has deemed it necessary to coordinate the review of the Unified Development Code and found it appropriate to temporarily suspend enforcement of select provisions of the Sign Code [review by the staff and City Council] by the passage of Resolution No. 76, Series of 2009; Resolution No. 3, Series of 2010; Resolution No. 28, Series of 2010 and Resolution No. 32, Series of 2010; Resolution No. 69, Series of 2010; Resolution No. 5, Series of 2011; Resolution No. 72, Series of 2011; and Resolution No. 39, Series of 2012; and

WHEREAS, extending the moratorium would continue to temporarily stop enforcement of those sections; and

WHEREAS, any review or revision to the Unified Development Code will help protect the public health, safety and welfare by preserving a safe, healthy, and sound environment within the City; and

WHEREAS, the City Council finds that an additional moratorium or temporary suspension of the enforcement of certain provisions of the Englewood Municipal Code 2000 pertaining to wall murals; banners and portable signs and the discretionary approval process is necessary to implement and begin review of the Unified Development Code; and

WHEREAS, after a review of the effect of the moratorium relating to signs on the community, the recommendation may be to keep the Code as it currently exists so any person who purchases, erects or maintains a sign subject to this moratorium during the moratorium period in contravention of the existing Sign Code will do so at the risk of being subject to enforcement at the termination of the moratorium.

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

Section 1. The City Council of the City of Englewood, Colorado recommends the City Manager extend a moratorium or temporary suspension on the enforcement of the Englewood Municipal Code 2000 pertaining to banners and portable signs; the discretionary approval process by the City Manager or Designee for signs under 16-6-13(K)(3)(b) and 16-6-13(K)(4) E.M.C.; and the provisions pertaining to wall murals.

Section 2. All signs, even those subject to this moratorium, shall still be required to comply with 16-6-13(N) Prohibited, Hazardous, and Abandoned Signs as well as 16-6-13(M) Maintenance.

Section 3. The City Council finds the provisions of this Resolution are temporary in nature and are intended to be replaced by subsequent legislative enactment so that the moratorium or temporary suspension as specified in this Resolution should terminate on December 31, 2012 or the effective date for the passage of C. B. 39, Series of 2012 pertaining to the Sign Code whichever occurs first.

ADOPTED AND APPROVED this 16th day of July, 2012.

ATTEST:

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Randy P. Penn, Mayor

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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