

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, June 17, 2013
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 June 3, 2013.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
 - a. Presentation to Englewood Police Citizens' Academy graduates.
 - b. Dominique Cook will be present to discuss the South Broadway Englewood Business Improvement District.
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.

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.

- a. Email from Jordan May announcing his resignation from the Board and Adjustments and Appeals.

9. Consent Agenda Items.

- a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 16 – Recommendation from the City Manager’s Office authorizing the execution of the proposed Colorado Brownfields Revolving Loan Fund Memorandum of Agreement Amendment 4. This amendment contains housekeeping measures and allows Englewood to remain a part of the coalition of member cities involved in the administration and oversight for the Colorado Brownfields Revolving Loan Fund. **Staff Source: Darren Hollingsworth, Economic Development Manager.**
 - ii. Council Bill No. 17 – Recommendation from the Fire Department, Division of Building and Safety extending a Memorandum of Agreement with the State of Colorado Division of Oil and Public Safety regarding elevator inspection services. **Staff Source: Lance Smith, Chief Building Official.**
- b. Approval of Ordinances on Second Reading.
- c. Resolutions and Motions.
 - i. Recommendation from the Community Development Department to authorize, by motion, a data sharing agreement with Denver Regional Council of Governments (DRCOG). **Staff Source: John Voboril, Planner II.**

10. Public Hearing Items.

- a. Continued from March 18, 2013: A Public Hearing to gather input to review and determine sufficiency of the petition requesting dissolution of the South Broadway Englewood Business Improvement District.

11. Ordinances, Resolutions and Motions

- a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 18 – Recommendation from the Building and Safety Division to approve an ordinance amending the Englewood Municipal Code pertaining to the exclusions in the 2012 International Residential Code regarding sprinkler systems in residential construction. **Staff Source: Richard Petau, Interim Fire Chief and Lance Smith, Chief Building Official.**
 - ii. Council Bill No. 19 – Recommendation from the Fire Department to authorizing an Intergovernmental Agreement with Colorado Department of Public Safety Division of Fire Prevention and Control regarding temporary staffing and operation of a state Wildland Fire Engine. **Staff Source: Richard Petau, Interim Fire Chief.**

- iii. Council Bill No. 20 – Recommendation from the Littleton/Englewood WWTP Supervisory Committee authorizing a “Grant of Easement” to Public Service Company of Colorado (PSC) for the installation of an underground gas line located within the Littleton/Englewood WWTP facility for the Building Space Project. **Staff Source: Stewart H. Fonda, Director of Utilities and Chong Woo, Engineering/Maintenance Manager.**
- b. Approval of Ordinances on Second Reading
- c. Resolutions and Motions
 - i. Recommendation from the Littleton/Englewood WWTP Supervisory Committee to authorize, by motion, a construction contract to construct a building foundation, install utilities (electrical and mechanical), and perform paving, grading, and landscaping for the Building Space Project located at the Littleton/Englewood WWTP. Staff recommends awarding the contract to the lowest acceptable bidder, Casey’s Construction LCC, in the amount of \$181,040. **Staff Source: Stewart H. Fonda, Director of Utilities and Chong Woo, Engineering/Maintenance Manager.**
 - ii. Recommendation from the Littleton/Englewood WWTP Supervisory Committee to authorize, by Motion, the purchase delivery and installation off a Pre-manufactured Building for the Building Space Project located at the Littleton/Englewood WWTP. **Staff Source: Stewart H. Fonda, Director of Utilities and Chong Woo, Engineering/Maintenance Manager.**
 - iii. Recommendation from the Building and Safety Division to approve a resolution adopting a moratorium on the enforcement of the requirement for fire sprinklers in residential construction. **Staff Source: Richard Petau, Interim Fire Chief and Lance Smith, Chief Building Official.**
 - iv. Recommendation from the Human Resources Department to adopt a resolution approving the Collective Bargaining Agreement with the Englewood Fire Fighters Association for 2014 and 2015. **Staff Source: Sue Eaton, Director of Human Resources.**
- 12. General Discussion.
 - a. Mayor’s Choice.
 - b. Council Members’ Choice.
- 13. City Manager’s Report.
- 14. City Attorney’s Report.
- 15. Adjournment.

Lindsay Von Colditz

To: Nancy Fenton
Subject: RE: BOA Member Resignation

From: Nancy Fenton
Sent: Tuesday, June 04, 2013 3:46 PM
To: Lindsay Von Colditz
Subject: BOA Member Resignation

From: Jordan C. May
Sent: Tuesday, June 04, 2013 2:54 PM
To: Nancy Fenton; Anaela Schmitz; Brook Bell; David Pittinos; David Spreccace
 ; Marcia O'Brien; Nancy Reid; Sue Purdy
 Chris Neubecker
Subject: RE: June 12, 2013 Board of Adjustments & Appeals Meeting

All:

Regretfully, for a host of reasons (moving, etc.), I have to step down from serving on the BOA. I have really enjoyed serving on the BOA with all of you and wish you all the best.

Thanks all and best wishes!

Jordan

FJGG Frasca Joiner
 Goodman & Greenstein PC
 ATTORNEYS AT LAW
Jordan C. May, Esq.
 4750 Table Mesa Drive, Boulder, CO 80305
 Phone: 303-494-3000 Fax: 303-494-6309
www.frascona.com

NOTICE: The information contained in this electronic mail message may be

COUNCIL COMMUNICATION

DATE: June 17, 2013	AGENDA ITEM: 9 a i	SUBJECT: Colorado Brownfields Revolving Loan Fund Memorandum of Agreement Amendment 4
INITIATED BY: City Manager's Office		STAFF SOURCE: Darren Hollingsworth, Economic Development Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION:

Council discussed the Colorado Brownfields Revolving Loan Fund Memorandum of Agreement Amendment 4 at the May 20, 2013 study session.

Council approved Ordinance 31, series 2000 for the Intergovernmental agreement entitled, "Colorado Brownfields Revolving Loan Fund Memorandum of Agreement." This agreement established the Colorado Brownfields Revolving Loan Fund. Amendments were approved in 2002, 2004, and 2009.

RECOMMENDED ACTION:

Staff recommends that Council approve the Bill for Ordinance allowing the City of Englewood to execute the proposed Colorado Brownfields Revolving Loan Fund Memorandum of Agreement Amendment 4. This amendment contains housekeeping measures and allows Englewood to remain a part of the coalition of member cities involved in the administration and oversight for the Colorado Brownfields Revolving Loan Fund.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED:

The City of Englewood is a party to the Colorado Brownfields Revolving Loan Fund (CBRLF) coalition, which was founded in 2001. The CBRLF was created through a partnership among the cities of Englewood, Lakewood, Loveland, Denver, Commerce City, the Colorado Housing and Finance Authority (CHFA), and the Colorado Department of Public Health and Environment (CDPHE). The initial focus of the fund was to finance environmental cleanups along the Colorado Front Range within the five member cities. Later, after infusions of additional funding from EPA, El Paso County became a partnering member of the fund, and the focus of the fund was expanded to include financing environmental cleanup on a state-wide basis.

Responsibilities of the CBRLF partners have remained consistent since the fund was established. CDPHE is responsible for managing the Cooperative Agreements that make up the fund, and CHFA serves as the fund's fiscal agent, responsible for administering loans and sub-grants. CDPHE, CHFA, and other CBRLF members are responsible for outreach and marketing the CBRLF. The Board meets on an as needed basis to conduct necessary business and to consider loan and sub-grant applications. Board members have no

fiscal responsibility to the fund, other than the time and effort of delegated board members.

The CBRLF is capitalized through a number of Federal Brownfields grants provided by EPA Region VIII. The fund accomplishes its mission of facilitating environmental clean-up and infill redevelopment through the issuance of low cost loans and awards sub-grants to eligible local governments and non-profits. It is the intent of the CBRLF Board to use loan repayments and other program income to develop a true revolving loan fund to provide new loans and other assistance for authorized purposes. If properly managed, such funds can operate in perpetuity.

The purpose of this amendment is to describe the organization and the responsibilities of the CBRLF Board. The document describes meeting and voting requirements and also describes the various cooperative agreements that have capitalized the CBRLF.

In 2001 Englewood benefited from its membership in the coalition when the City borrowed funds from the Colorado Brownfields Revolving Loan Fund to finance the environmental cleanup of a former municipal landfill and transform the site into Centennial Park.

FINANCIAL IMPACT:

Englewood has no financial commitment to participate in the coalition. The only non-monetary commitment is very minimal staff time involved with the periodic meetings to review loan applications.

LIST OF ATTACHMENTS:

Bill for Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. 16
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ENTITLED "COLORADO BROWNFIELDS REVOLVING LOAN FUND MEMORANDUM OF AGREEMENT AMENDMENT 4" PERTAINING TO THE COLORADO BROWNFIELDS REVOLVING LOAN FUND BETWEEN THE CITY OF ENGLEWOOD, THE CITY AND COUNTY OF DENVER, COMMERCE CITY, THE CITY OF LAKEWOOD, THE CITY OF LOVELAND, THE CITY OF WESTMINSTER AND EL PASO COUNTY COLORADO AS WELL AS THE COLORADO HOUSING AND FINANCE AUTHORITY AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT.

WHEREAS, the Colorado Brownfields Revolving Loan Fund was established to facilitate the reuse and/or redevelopment of contaminated sites by making low cost funding available for financing environmental cleanups through grants from the Environmental Protection Agency; and

WHEREAS, Englewood is represented in a coalition of Front Range communities, which was established to finance environmental cleanups along the Colorado Front Range within the seven local governments as well as the State overall; and

WHEREAS, this coalition is comprised of participants from City of Englewood, Commerce City, Lakewood, Loveland, Westminster, El Paso County, the Colorado Housing and Finance Authority, the Colorado Department of Health and Environment and the City and County of Denver; and

WHEREAS, the Colorado Brownfields Revolving Loan Fund presents an opportunity for the Englewood business community by providing financing for environmental cleanup activities; and

WHEREAS, the City Council of the City of Englewood authorized the City to enter into an IGA which established the Colorado Brownfields Revolving Loan Fund with the passage of Ordinance Number 31, Series of 2000; and

WHEREAS, the passage of this ordinance authorizes an amendment to describe the organization and the responsibilities of the Colorado Brownfields Revolving Loan Fund Board, and describes meeting and voting requirements and also describes the various cooperative agreements that have capitalized the Colorado Brownfields Revolving Loan Fund.

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

Section 1. The "Colorado Brownfields Revolving Loan Fund Memorandum of Agreement Amendment 4" attached hereto as "Exhibit A," 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 "Colorado Brownfields Revolving Loan Fund Memorandum of Agreement Amendment 4" for and on behalf of the City of Englewood, Colorado.

Section 3. The coalition uses Federal Brownfields Revolving Loan Funds.

Introduced, read in full, and passed on first reading on the 17th day of June, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 21st day of June, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 19th day of June, 2013 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 17th day of June, 2013.

Loucrishia A. Ellis

COLORADO BROWNFIELDS REVOLVING LOAN FUND

MEMORANDUM OF AGREEMENT

Amendment 4 (MOA)

Introduction

Purpose

The purpose of the Colorado Brownfields Revolving Loan Fund (CBRLF and/or Fund) as represented by its Board of Directors (Board or Board of Directors), is to facilitate the reuse and/or redevelopment of contaminated sites by making low-cost funding available for financing environmental cleanups. The funding for this endeavor is through grants from the Environmental Protection Agency (EPA).

Brownfields are defined as abandoned, idled, or under-utilized industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination. A major barrier to redeveloping brownfields sites in Colorado is that contaminated sites face not only the environmental challenge of cleanup, but also marginal economic potential. In the Colorado real estate market, properties are being avoided because of liability and cleanup cost concerns.

The city and county of Denver, Commerce City, Englewood, Lakewood, Loveland, Westminster, El Paso County, the Colorado Housing and Finance Authority (CHFA), and the Colorado Department of Public Health and Environment (CDPHE) have agreed to cooperate and to create the Colorado Brownfields Revolving Loan Fund. The focus of this fund is to finance environmental cleanups along the Colorado Front Range within the seven local governments as well as the State overall. Each of the local governments was eligible for, applied for and was awarded by EPA, brownfields cleanup revolving loan funds. In order to consolidate the administrative requirements and to pool the available revolving loan funds, CDPHE prepared a coordinated application to EPA for funding the CBRLF. CDPHE has also been awarded brownfields cleanup revolving loan funds, making CBRLF available statewide.

The CBRLF coalition was first awarded brownfields revolving loan funds in 2002. That grant expired in 2010 and the associated cooperative agreement has been closed. Under the terms of that agreement, CBRLF was allowed to retain all repayments of principal, interest, and loan earnings as "program income." Since the original award in 2002, CDPHE, on behalf of the coalition, has applied for and received several additional awards of brownfields revolving loan funds from EPA. It is the intent of the Board to use program income, existing grant funds, and future awards and program income to continue operating CBRLF.

In general, CHFA and the other participants will be responsible for outreach and marketing the CBRLF. CHFA will provide financial expertise for reviewing loan applications to the Fund. CDPHE will provide the technical knowledge needed to ensure successful environmental cleanups, and local governments review applications for consistency with CBRLF requirements and assist the Chair in conducting business of the CBRLF.

This arrangement is shown in a graph as Exhibit 1.

CBRLF is envisioned to be a source of capital for cleanup of both publicly and/or privately held property.

Due to statutory limitations, CHFA will serve as the fiscal agent for CDPHE, operating and servicing loan and sub-grant agreements. Repayment of loan funds, including any interest and principal, will be to CBRLF through CHFA.

Duration

This document becomes effective upon signature by the nine (9) entities at the end of the document. It will automatically terminate on June 30, 2017. It can be extended in 5-year periods by mutual agreement of the signing parties, and its effectiveness on a signing party can be terminated at any time, for any reason, with a 30-day written notice provided to the Board by such signing party. Each of the participating local governments agrees to appoint a person to the Board of Directors through June 30, 2017. In April 2017 the Board shall review this MOA and make changes as necessary, and the participating entities can reaffirm their desire to participate.

This agreement may be amended, as needed, by a unanimous decision of the Board of Directors.

Board of Directors

Organization

CBRLF will be administered through a Board of Directors as its organizational entity, with members chosen from each of the participating cities and counties, CHFA, and CDPHE. The Board will meet to discuss issues and make decisions regarding the use of the Fund. This MOA prescribes operating guidelines for the Board of Directors.

Roles and Responsibilities

The Board of Directors may provide assistance with financial and environmental issues impacting the sale, use, reuse, and/or redevelopment of both publicly and privately held property throughout Colorado. The municipal/county Board members are responsible for: (1) attending scheduled board meetings, (2) ensuring that projects funded under this program are consistent with the goals and objectives of CBRLF, (3) providing loan fund policy direction to CHFA and CDPHE, and (4) providing assistance with development of applications for additional Brownfields Revolving Loan Fund grants.

The Board of Directors has the ultimate responsibility for approving or denying applications for funding to CBRLF. CDPHE, acting as the "Lead Agency" under EPA grants BL98811601, RP98899701, BF98899601, and 2B97863101, must assure that the Board actions are in accordance with the terms of the respective cooperative agreements (each a "Cooperative Agreement" and, collectively, the "Cooperative Agreements"). The Board must not spend funds except for their intended use as defined in the Cooperative Agreements and the EPA Brownfields Cleanup Revolving Loan Fund Administrative Manual (OSWER, EPA 500-B-98.001, May 1998) located via Internet at www.epa.gov/Brownfields.

Brownfields Board Members

Members. The Board of Directors shall be comprised of one member each from: City and County of Denver, Commerce City, Englewood, Lakewood, Loveland, Westminster, El Paso County, CHFA and CDPHE. Each member must be authorized, in writing, to participate on the

Board and must be delegated the authority, by his/her organization, to make decision necessary to conduct the business of the CBRLF, including but not limited to decisions regarding the use of funds available to the CBRLF.

Chair. The Board shall select a Chair who shall preside over all Board meetings. The Chair shall, in consultation with other members of the Board, prepare agendas and facilitate Board meetings. The Chair may designate a member of the Board to assume the duties of Chair in their absence. The Chair will also distribute quarterly budget updates to all members.

Additional Duties. Board members shall perform such other duties and functions as may be required from time to time by the Board.

Vacancies. Should the office of Chair become vacant, the Board shall select a successor at the next regular meeting or at a special meeting called for this purpose.

Conflict of Interest. No member of the Board may vote on projects in which that Board member has a direct personal financial interest in any contract or Brownfields Project, existing or proposed, that may be brought before the Board. For purposes of this section, "financial interest" shall mean a substantial interest held by a member, or member's immediate family, such as:

- an ownership interest in a business;
- employment or prospective employment for which negotiations have begun;
- an ownership interest in real or personal property;
- a loan or other debt or interest in business or real property; or
- a position as director or officer of a business.

To the degree a member of the Board has a preexisting actual or appearance of a conflict of interest, he or she shall immediately disclose the same, in writing, to the Board, and such disclosure shall be entered into the Minutes of the Board.

Changes in Membership. Membership in this program is expected to change over time. Current members may choose to leave after achieving their community's brownfields goals. Other entities may seek to join the coalition in order to benefit from the economy of scale offered by the existing CBRLF infrastructure. The following sections outline how membership changes will be accommodated.

1. Exiting Members: Members seeking to leave CBRLF must submit their resignation request, in writing, to the Chair and must give a 30-day written notice.

2. New Members: New members will be allowed to join CBRLF after submitting their request, in writing, to the Chair and receiving the approval of the Board of Directors. New members will be required to sign and abide by this MOA. Federal funds added to the CBRLF will be managed in accordance with the Cooperative Agreement, this MOA, and the CBRLF Administrative Manual. Any non-federal funds and/or program income added to CBRLF will be accounted for and managed separately. *(Note: potential new members are strongly encouraged to discuss CBLRF membership with existing Board members prior to submitting their CBRLF grant proposal to EPA.)*

3. Membership Eligibility: In order to be considered for CBRLF membership, potential members must have contributed to CBLRF either: a) an EPA RLF grant, or b) a public/private source of funding equivalent to a CBLRF grant (minimum of \$50,000.00).

Meetings

Frequency. The Chair of the Board may, when the Chair deems necessary, call a meeting of the Board for the purpose of transacting business the Chair designates for such meeting. Such meeting shall also be called by the Chair upon the request of two members of the Board for the purpose of transacting business these members designate in the call for such meeting. No meeting shall be held unless all Board members are given written notice a minimum of seven (7) days in advance.

Order of Business. At meetings of the Board, the order of business shall follow a written agenda provided to the members by the Chair.

Quorum. For the nine-member Board, a quorum shall consist of five members, at least three of whom are local government members. If the number of members changes, the quorum will be redefined by the Board. A Board member must be present either in person or by telephone to be counted in the quorum. In the event of a Board member absence, that Board member may send a substitute to participate and vote. Additionally, voting by written proxy will be allowed.

Decision Making. There are numerous kinds of decisions that members of the Board of Directors may be asked to make. As a guiding principle, it is the intent of the Board to make decisions affecting more than one member, by member consensus whenever possible. In the event that consensus cannot be reached, a simple majority vote will decide the issue.

Manner of Voting. Voting by the Board may be by acclamation, by ballot or by e-mail ballot, as the Chair may designate.

Record of Decision. The outcome and reasoning behind Board decisions resulting in the approval or denial of any project funding or other expenditure shall be recorded in writing and maintained in adherence with Cooperative Agreement record keeping guidelines. Minutes of any other Board meeting or action are not required; such documentation may be recorded at the discretion of the Chair.

Meeting Location. The meeting location will be at the Colorado Housing and Finance Authority's facility at 1981 Blake Street, Denver, Colorado, 80202.

Term of Office. Board members will serve indefinite terms at the pleasure of their respective management.

Public Meetings. The Board may, from time to time, hold public meetings.

Colorado Department of Public Health and Environment

The Colorado Department of Public Health and Environment agrees to perform the following duties with respect to this MOA:

1. CDPHE is the Cooperative Agreement Recipient, Lead Agency, and Site Manager.
2. CDPHE has entered into the Cooperative Agreements with the Environmental Protection Agency (EPA).
3. CDPHE will process cleanup applications in accordance with Colorado's Voluntary Cleanup and Redevelopment Act. Fees for the Colorado Voluntary Cleanup Program

(VCP) application review and approval are to be paid by the applicant in accordance with the requirements of that program.

4. CDPHE is responsible for assuring that all cleanups are conducted in a manner that is not inconsistent with CERCLA and the National Contingency Plan (NCP) for non-time critical removals.
5. CDPHE will review the Analysis of Cleanup Alternatives and write the Action Memorandum as required by the Brownfields Cleanup Revolving Loan Fund Administrative Manual.
6. CDPHE will identify a Brownfields Site Manager for each site receiving a loan from CHFA and conducting a cleanup under the VCP. The Site Manager will be an environmental professional employed by the State. The Site Manager is responsible for overseeing cleanups at specific sites including field visits.

Colorado Housing and Finance Authority

CHFA is under contract with the State of Colorado to act as its fiscal agent for managing and servicing the loan agreements. As the fiscal agent to the State, CHFA:

1. Will be responsible for advertising and marketing the revolving loan fund under the supervision of the participating local government entities and the Board of Directors,
2. Will conduct the financial portion of the loan reviews and provide loan underwriting and servicing as required by this program,
3. Will be responsible for providing the participating local government entities and the Board of Directors with an assessment of the financial strength of each project, prior to final approval of the project by the Board of Directors,
4. Will provide closing documents and disburse loan and sub-grant funds, as appropriate, to successful applicants,
5. Will be responsible for managing the funds in the trust accounts, and revenues it subsequently receives as loan repayments, in accordance with the Cooperative Agreement, applicable laws and regulations, prudent lending practices, and the policies, instructions and directions of the Board of Directors.
6. Will keep all records for each loan made for a period of not less than ten (10) years,
7. Will prepare and provide the financial portion of the EPA-required quarterly reports to CDPHE at least one week prior to the reporting due date.

Member Cities and Counties

Member cities and counties agree to participate for a full 5-year period from the date of signature on this MOA. In the past, both loan and administrative funds have been available for use by member cities and counties. Currently, only loan/sub-grant funds are available to members, pursuant to a successful application approved by the Board. Member cities and counties agree to use all funds received or direct the use of funds in accordance with the terms and conditions contained in the Cooperative Agreement from the U.S. Environmental Protection Agency.

Description of Funds

CBRLF is made up of several loan pools derived from various Cooperative Agreements received from EPA. Each of these pools has different federal requirements, which mandate that they be managed separately. A general description of each pool is as follows:

1. EPA Cooperative Agreement BL98811601 is the original Cooperative Agreement that established CBRLF. This Cooperative Agreement has expired and CDPHE and EPA have completed administrative close-out of this agreement. Under the terms of the Cooperative Agreement, CBRLF has retained all funds from repayment of principal, interest, and loan earnings and these funds are considered program income. It is the intent of the Board to use these funds, along with future program income, to continue operating a brownfields revolving loan fund. Program income funds will be managed in general accordance with the requirements of the original Cooperative Agreement.
2. EPA Cooperative Agreement RP98899701 was awarded through CERCLA Section 128(a) State and Tribal Response Program. These funds require a 20% matching payment. The borrower must show that they performed all appropriate inquiry before acquiring the property and that they are not liable for the cleanup under CERCLA Section 107. Sub-grants are allowed for up to 40% of the funds awarded under this Cooperative Agreement. Sub-grants will be considered on a site-by-site basis.
3. EPA Cooperative Agreement BF98899601 was awarded under CERCLA Section 104(k)(3). These funds require a 20% matching payment. The funds under this award have been segregated into two separate loan pools: funds in the petroleum loan pool can only be used at sites that have petroleum contamination, while a separate pool has been established for sites contaminated with hazardous substances. The borrower must show that they performed all appropriate inquiry before acquiring the property and that they are not liable for the cleanup under CERCLA Section 107. Sub-grants are allowed for up to 40% of the funds awarded under this Cooperative Agreement. Sub-grants will be considered on a site-by-site basis.
4. EPA Cooperative Agreement 2B97863101 was awarded under the American Recovery and Redevelopment Act, and are intended to provide sub-grants to local governments and non-profits. Sub-grantees must demonstrate that they have performed all appropriate inquiry before acquiring the property and that they are not liable for the cleanup under CERCLA Section 107.

Signatures
Colorado Brownfields Revolving Loan Fund
Memorandum of Agreement, Amendment 4

City and County of Denver

Paul Washington, Executive Director
Office of Economic Development

City of Englewood

Randy Penn, Mayor

City of Loveland

William Cahill, City Manager

City of Westminster

J. Brent McFall, City Manager

**Colorado Department of
Public Health and Environment**

Dr. Chris Urbina, Executive Director

Commerce City

Brian McBroom, City Manager

Colorado Housing and Finance Authority

Cris A. White, Executive Director and CEO

El Paso County

Dennis Hisey, Chair
Board of County Commissioners, El Paso County

Attest: _____

Deputy Clerk, El Paso County

ATTEST:

CITY OF LAKEWOOD

By: _____

By: _____

Margy Greer, City Clerk

Kathleen E. Hodgson, City Manager

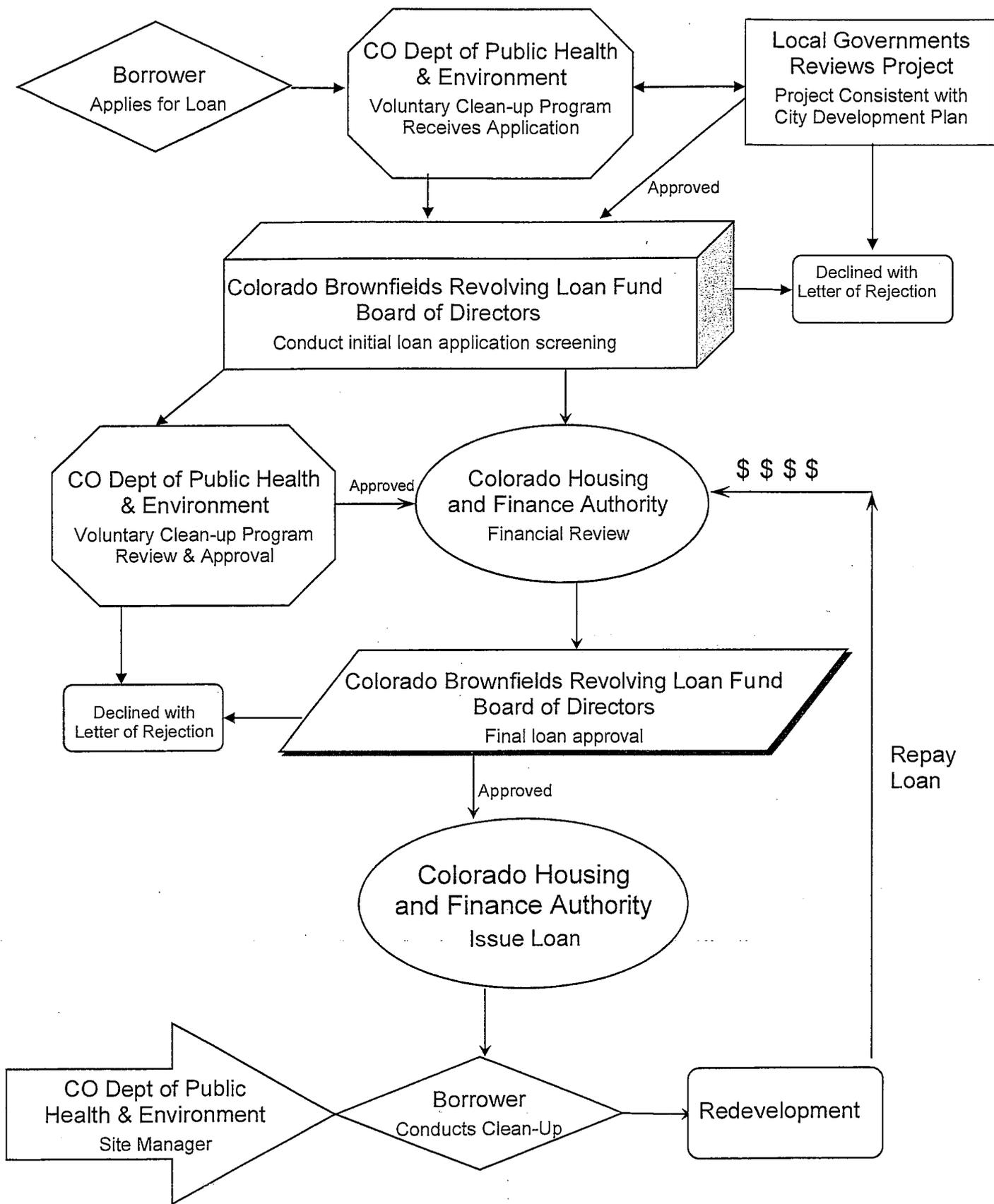
APPROVED AND RECOMMENDED:

APPROVED AS TO FORM:

By: _____
Jay Hutchison,
Director of Public Works

By: _____
City Attorney

By: _____
Larry Dorr
Director of Finance



COUNCIL COMMUNICATION

DATE: June 17, 2013	AGENDA ITEM: 9 a ii	SUBJECT: Extension of Memorandum of Agreement for Elevator Inspection Services
INITIATED BY: Fire Department, Division of Building and Safety		STAFF SOURCE: Lance Smith, Chief Building Official

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION:

The current Memorandum of Agreement ("MOA") between the State of Colorado Division of Oil and Public Safety ("OPS") and the City of Englewood was approved in June of 2008. The current agreement expires July 31, 2013.

RECOMMENDED ACTION:

Staff requests City Council approve a bill for an ordinance extending a Memorandum of Agreement with the Colorado Division of Oil and Public Safety regarding elevator inspection services.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED:

The MOA will allow the City of Englewood to continue to meet State requirements for identifying the responsibilities of each party for ensuring the safety of elevator and escalator conveyance systems.

The new MOA will become effective August 1, 2013 and will terminate on July 31, 2018.

FINANCIAL IMPACT:

There will not be a financial impact.

LIST OF ATTACHMENTS:

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. 17
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) ENTITLED "MEMORANDUM OF AGREEMENT – CMS #FY14-56920 FOR THE LOCAL JURISDICTION REGULATION OF CONVEYANCES PURSUANT TO THE ELEVATOR AND ESCALATOR CERTIFICATION ACT TITLE 9 ARTICLE 5.5, COLORADO REVISED STATUTES" BETWEEN THE COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT, DIVISION OF OIL AND PUBLIC SAFETY ("OPS") AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City Council of the City of Englewood approved an Intergovernmental Agreement with the State to inspect elevators and escalators for the City which expires July 31, 2013, by the passage of Ordinance No. 33, Series of 2008; and

WHEREAS, the passage of this Ordinance will permit the City of Englewood to identify the responsibilities of each party for ensuring the safety of conveyances within the State through compliance with the Act and all promulgated rules and regulations; formalize the cooperative working relationships between the Parties; and provide procedures for communications, exchange of information and resolution of problems as necessary to carry out the provisions of the Act; and

WHEREAS, all promulgated rules and regulations and will terminate July 31, 2018.

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

Section 1. Colorado State Amended Statutes regarding Elevator and Escalator Certifications C.R.S. 9-5.5-101 et seq., which requires cities to contract with the State that the City inspect such conveyances or allow the State to inspect and certify them.

Section 2. The City of Englewood finds that it is in the best interests of the citizens of Englewood to maintain its current inspection and certification process.

Section 3. The City Council of Englewood, Colorado, hereby approves the Intergovernmental Agreement entitled "Memorandum of Agreement for the Local Jurisdiction Regulation of Conveyances Pursuant to the Elevator and Escalator Certification Act Title 9 Article 5.5, Colorado Revised Statutes" between the Colorado Department of Labor and Employment, Division of Oil and Public Safety ("OPS") and the City of Englewood, Colorado, a copy of which is attached hereto as Exhibit A.

Section 4. The Mayor is hereby authorized to sign said Intergovernmental Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 17th day of June, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 21st day of June, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 19th day of June, 2013 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 17th day of June, 2013.

Loucrishia A. Ellis



**MEMORANDUM OF AGREEMENT-CMS #FY 14-56920
FOR LOCAL JURISDICTION REGULATION OF CONVEYANCES
Pursuant to the Elevator and Escalator Certification Act
Title 9 Article 5.5, Colorado Revised Statutes**

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into this 23rd day of May 2013, between the Colorado Department of Labor and Employment, Division of Oil and Public Safety ("OPS"), 633 17th Street, Suite 500, Denver, Colorado 80202-3610 and the City of Englewood ("Authority Having Jurisdiction" or "AHJ"), located at 1000 Englewood Parkway, Englewood, Colorado 80110 (collectively referred to as the "Parties").

I. BACKGROUND

The Elevator and Escalator Certification Act (the 'Act'), Title 9, Article 5.5, Sections 101 through 120, Colorado Revised Statutes (C.R.S.), declares that "in order to ensure minimum safety standards throughout Colorado, the regulation of conveyances is a matter of statewide concern". Conveyance Regulations, 7 Colorado Code of Regulations [CCR] 1101-8, have been promulgated to implement the requirements in the Act, and associated policies and guidance have been developed to further clarify requirements in regulations.

The Act allows a local authority having jurisdiction (AHJ) to enter into an MOA with OPS to regulate conveyances that are located within its territory (city, county or city and county) of authority. Following OPS's approval of the AHJ's conveyance standards and execution of this MOA, the AHJ will be considered an Approved AHJ.

Documents incorporated herein and by reference to this MOA are Appendix A, Elevator and Escalator Certification Act, and Appendix B, Conveyance Regulations.

II. AUTHORITY AND PURPOSE

The principle authority for this MOA is contained in §9-5.5-112 (2), C.R.S. The Parties have entered into this MOA to:

- Identify the responsibilities of each party for ensuring the safety of conveyances within the State of Colorado through compliance with the Act, regulations, and associated policies and guidance;
- Formalize the cooperative working relationships between the Parties; and
- To provide procedures for communications, exchange of information, and resolution of problems as necessary to carry out the provisions of the Act and regulations.

III. EFFECTIVE DATE AND TERM

This MOA shall be effective on August 1, 2013 upon the satisfaction of OPS that the AHJ has developed a program that can adequately regulate conveyances within its territory. This MOA will terminate on July 31, 2018, unless terminated sooner as specified in § VII of this Agreement.

IV. RESPONSIBILITIES OF OPS

- A. OPS shall approve the AHJ entering into this MOA.
- B. OPS shall adopt nationally recognized conveyance safety standards.
- C. OPS shall require that all newly installed and existing conveyances in the State of Colorado are registered with OPS. This process will include the collection of a one-time registration fee from the conveyance owner.
- D. OPS shall require that all conveyance contractors, mechanics, and inspectors conducting work in the State of Colorado are licensed through OPS.

- E. Prior to the effective date of this MOA, OPS will accept and process submittals and fees for installation and alteration permits, certificates of operation, and Alternate Materials and Methods Requests (variances to code) regarding conveyances located in the territory of the AHJ. For submittals received on or after the effective date of this MOA, OPS will notify the owner or contractor to re-submit these documents to the AHJ.

V. RESPONSIBILITIES OF THE AHJ

- A. The AHJ shall operate and enforce a conveyance regulation program within its territory of authority with standards equal to or more stringent than those within current OPS statute and regulation.
- B. The AHJ shall be responsible for relaying information regarding conveyances within its territory to the OPS on an annual frequency. This information shall be submitted to OPS no later than February 28th of each calendar year and shall include information from the previous calendar year. The information and information format shall be determined by the OPS and shall be incorporated by reference herein to this MOA.
- C. The AHJ shall, in cooperation with OPS, establish a schedule for the AHJ to initially adopt standards listed in §9-5.5-112 (1), C.R.S. Following this initial adoption, the AHJ shall remain current in adoption of future standard versions within 90 days from the date at which OPS adopts the standard.
- D. The AHJ shall be responsible for ensuring that all new and existing conveyances regulated by OPS within the territory of the AHJ are registered with OPS prior to issuing a Certificate of Operation for those conveyances.
- E. The AHJ shall be responsible for ensuring that all entities described in IV. D. above are licensed with OPS prior to conducting work in its territory. Information regarding unlicensed entities shall be reported to OPS immediately in order that OPS enforcement be initiated.
- F. Within 24 hours of notification received by the AHJ, the AHJ shall notify OPS of any accident resulting in injury to an individual.
- G. If the AHJ utilizes a subcontractor in the performance of its responsibilities under this MOA, the AHJ shall ensure that the subcontractor holds all required licenses and/or certification to perform their responsibilities, and maintains adequate insurance coverage at all times while performing their responsibilities.
- H. If allowed per AHJ regulations, the AHJ shall review and make determination of approval or denial for all Alternate Materials and Methods Requests (AMMR - code variances) submitted by conveyance owners or contractors. The AHJ must notify the OPS on all AMMR determinations.
- I. The AHJ will honor permits issued, certificates of operations issued, and AMMRs granted by OPS prior to the effective date of this MOA.

VI. ACCESS TO INFORMATION

- A. To the extent allowed by law, each party shall make available to each to the other party, at no cost, information regarding conveyances within its possession. Requests for information shall not impose an unreasonable resource burden on the other party.
- B. Upon reasonable notice to the AHJ during the term of this MOA, OPS may inspect and review AHJ's records with regard to this MOA.

VII. TERMINATION

A. Convenience

The Parties may terminate this MOA for their convenience by notifying the other party in writing, as described in Section VIII C of this MOA, of their intent to terminate this MOA. Such termination shall be effective thirty (30) calendar days following notice. Notwithstanding the above, OPS may terminate this MOA immediately if the AHJ fails to satisfactorily perform its responsibilities hereunder during the term of this MOA.

B. Funding Contingency

If any provision of this MOA imposes upon either party any financial obligation whatsoever to be performed in any fiscal year subsequent to the year of execution, this MOA is contingent upon the availability and appropriation of funds for such financial obligation.

VIII. GENERAL PROVISIONS

A. Legal Authority

The parties warrant that each possesses actual, legal authority to enter into this MOA. The parties further warrant that each has taken all actions required by its applicable law, procedures, rules, or by-laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOA and bind that party to its terms. The person or persons signing this MOA, or any attachments or amendments hereto, also warrant(s) that such person(s) possesses actual, legal authority to execute this MOA, and any attachments or amendments hereto, on behalf of that party.

B. Notice of Pending Litigation

Unless otherwise provided for in this MOA, the AHJ shall notify the OPS individuals, as listed below in C, within five (5) working days after being served with a summons, complaint, or other pleading in a case which involves any services provided under this MOA and which has been filed in any federal or state court or administrative agency.

C. Notice Procedure

All notices required to be given under this MOA shall be in writing and shall be deemed given when personally served or three (3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements. If sent by facsimile, notice shall be deemed given at the time of completion of the transmission of the facsimile with facsimile machine confirmation of transmission to the correct facsimile number of all pages of the notice.

For the AHJ:

Name & Title:	Lance H. Smith Chief Building Official
Address:	1000 Englewood Parkway Englewood, Colorado 80110
Phone:	303-762-2366
Fax:	303-762-2362

For OPS:

Name & Title:	Lisa Eze, Purchasing Director
Address:	Colorado Department of Labor & Employment 633 17 th Street, Suite 1100, Denver CO 80202
Phone:	303-318-8054
Fax:	303-318-8068

With a copy to:

Name & Title:	Greg Johnson, Conveyance Section Manager
Address:	Colorado Department of Labor & Employment Oil & Public Safety Division 633 17 th Street, Suite 500, Denver CO 80202
Phone:	303-318-8536
Fax:	303-318-8534

D. Independent Contractor

Neither AHJ nor any agent or employee of AHJ shall be or shall be deemed to be an agent or employee of OPS.

E. Third-Party Claims

Only to the extent that indemnification is consistent with any constitutional or statutory limitations on the AHJ's ability to indemnify others, the AHJ shall indemnify and hold OPS harmless against any third party claims that may arise under this MOA as a direct result of the AHJ's performance or non-performance of its responsibilities hereunder.

F. Adherence To Applicable Laws.

At all times during the term of this MOA, both parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, as these provisions currently exist or may hereafter be amended, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOA.

G. Venue.

The Parties agree that exclusive venue for any action related to this MOA shall be filed in the City and County of Denver, Colorado.

H. Governmental Immunity Act

No term or condition of this MOA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

I. Entire Understanding

This MOA is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by the Parties.

IX. APPROVALS

The Parties hereto have executed this MOA.

City of Englewood	Colorado Department of Labor and Employment Division of Oil and Public Safety
By: _____ Randy P. Penn Mayor	By: _____ Mahesh Albuquerque, Director
Date: _____	Date: _____

COUNCIL COMMUNICATION

Date June 17, 2013	Agenda Item 9 c i	Subject: Data Sharing Agreement - Residential and Business Data between DRCOG and the City of Englewood
INITIATED BY Community Development Department		STAFF SOURCE: John Voboril, Planner II

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council has previously entered into agreements with the Denver Regional Council of Governments (DRCOG) in order to acquire aerial photography on a regional scale through a Denver Metro government consortium in 2004, 2006, 2008, 2010, and 2012 in order to benefit the City's planning and economic development information systems.

RECOMMENDED ACTION

Approve by motion a residential and business data sharing agreement with DRCOG, in order to receive data that was originally purchased from socio-economic data provider InfoGroup, for the City's planning and economic development business purposes.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

DRCOG purchased residential and business socio-economic data from InfoGroup, a private data firm, for \$20,000.00 for use in DRCOG's new transportation modeling software package. As a service to DRCOG's membership, DRCOG negotiated a deal with InfoGroup to share the purchased data with member governments subject to approval of a data sharing agreement that prevents City staff from sharing this data with or selling this data to anyone outside the City, and that limits use of the data to the City's business related needs, which may be utilized by City staff or City contractors in projects undertaken for the City.

Current residential and business data from DRCOG will be used to make comparisons between older City data sets to discover recent socio-economic trends occurring within the City, as well as how the City compares to other cities in the region. The data will play a crucial role in the potential update of Roadmap Englewood: The 2003 Englewood Comprehensive Plan.

FINANCIAL IMPACT

The data will be provided by DRCOG to the City at no cost.

LIST OF ATTACHMENTS

Data Sharing Agreement - Residential and Business Data between DRCOG and the City of Englewood



Data Sharing Agreement-Member Governments

DATA SHARING AGREEMENT – RESIDENTIAL AND BUSINESS DATA

between

Denver Regional Council of Governments

and

City of Englewood

This Data Sharing Agreement ("Agreement") is entered into this 17th day of June, 2013, by and between the Denver Regional Council of Governments ("DRCOG") and City of Englewood ("Recipient").

WHEREAS, DRCOG has purchased from InfoGroup, Inc. certain residential and business data concerning Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Jefferson and Weld Counties (the "Data"); and

WHEREAS, Recipient has requested that DRCOG provide it the Data for the uses described herein; and

WHEREAS, DRCOG is willing to provide to Recipient the Data pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, DRCOG and Recipient hereby agree as follows:

1. Purpose

The purposes of this Agreement include defining the rights and obligations of the parties with respect to the Data and protecting the rights of DRCOG to the Data.

2. Term of Agreement

DRCOG retains the right to terminate this Agreement upon 30 days written notice. In the event of termination, Recipient shall return to DRCOG all copies of the Data received from DRCOG.

3. License

- A. DRCOG hereby grants to Recipient a non-exclusive, non-transferable license to the Data to be used only for Recipient's business-related needs. DRCOG agrees to provide the Data [at no monetary cost to the Recipient/City of Englewood].
- B. Data supplied by DRCOG to Recipient is the property of DRCOG and shall not be sold or used for any purpose not related to the uses and purposes set forth in this Agreement without written permission of DRCOG.
- C. Recipient shall only use the Data in connection with Recipient's own purposes and projects. Recipient is authorized to provide the Data to its staff, contractors and consultants for use in connection with Recipient's own purposes and projects.

Data Sharing Agreement-Member Governments

- D. Recipient is strictly prohibited from disseminating or selling the Data or any portion thereof to: (1) any other person, firm, entity or organization (whether for profit or not, including any governmental, educational, nonprofit or other entity); or (2) any employee, contractor, or consultant of Recipient who does not need access thereto in connection with Recipient's exercise of its rights under this Agreement.
- 4. Maintenance of Data**
Recipient will use its best efforts to keep and maintain the Data in a secure manner so as to preclude unauthorized use, dissemination or disclosure.
- 5. Data Disclaimer**
DRCOG provides the Data on an "as is" basis and makes no guarantee, representation or warranty, either express or implied, that the Data will be error free. DRCOG further makes no guarantees, representations or warranties, either express or implied, as to the completeness, accuracy or correctness of the Data, or as to merchantability or fitness of the Data for a particular use or purpose. DRCOG is not responsible to any user for any costs, expenses, liabilities or damages arising from any use of the Data, and any use of the Data constitutes Recipient's agreement to waive, release and hold DRCOG, its officers and employees, harmless from any such costs, expenses, liabilities or damages.
- 6. Assignment**
Recipient shall not, in whole or in part, assign or transfer this Agreement, or any right granted under this Agreement.
- 7. Colorado Law to Govern**
This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and the United States of America, and the exclusive venue for any lawsuit between the parties arising out of this Agreement shall be the state District Court in and for the City and County of Denver, Colorado, and/or the Federal District Court for the District of Colorado.
- 8. Independent Status**
It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of agents, partners, joint venturers or associates between the parties hereto or as creating an employment relationship between the parties.
- 9. Modifications**
Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representatives of DRCOG and Recipient. DRCOG's authorized representative for such purposes include each of the following officers of DRCOG: the Executive Director, Administrative Officer, and GIS Manager.

Data Sharing Agreement-Member Governments

10. No Third Party Beneficiary

This Agreement is for the benefit of the parties only, and conveys no rights upon persons not party to it.

11. Remedies

In the event of breach of this Agreement, the sole and exclusive remedies are termination of this Agreement upon ten days written notice to Recipient, or DRCOG may seek an injunction or pursue an action for damages in the event that DRCOG believes that Recipient's use of the Data is not in accordance with the terms of this Agreement.

12. Entire Agreement

This Agreement contains the entire agreement of the parties. No other representation, whether oral or written, may be relied upon by either party other than those that are expressly set forth herein. No employee, agent, or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized representative of each of the parties.

13. Notices

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the addresses specified below. Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

This Agreement is executed by the persons signing below on the dates indicated adjacent their respective signature. Recipient certifies that its signatory has full authority to execute this Agreement on behalf of Recipient.

Denver Regional Council of Governments
1290 Broadway, Suite 700
Denver, CO 80203

Contact: _____

Title: _____

Telephone: _____

Fax: _____

E-mail: _____

Signature: _____

Date: _____

Data Sharing Agreement-Member Governments

Recipient: City of Englewood

1000 Englewood Pkwy.
Englewood, CO 80110

Contact: John Vuboril

Title: Planner II

Telephone: 303-783-6820

Fax: 303-783-6895

E-mail: _____

Signature: _____

Date: _____

Hearing To Determine Sufficiency Of The Petition Requesting Dissolution Of The South Broadway Englewood Business Improvement District

Open Hearing (vote)

Accept Petitions and postings (City Clerk)

Spreadsheet Calculations Explained (Frank Gryglewicz)

Hearing continued to June 17, 2013

Challenges to sufficiency & genuineness/Withdrawal (attorney/spokesperson to speak first)

Rebuttal/Additions (attorney/spokesperson to speak first)

Council determination of genuineness/sufficiency

Re-calculation of 50/50 if necessary

Determination if mathematical dissolution is mandated.

If mathematical dissolution is mandated - announce result and close Hearing (vote). The BID is dissolved.

If mathematical dissolution is not mathematically mandated - Council breaks and distributes sign-up sheet for testimony concerning best interests of those concerned.

Testimony

Close Hearing (vote)

Council findings/vote to continue the BID. If vote is in the negative, Ordinance will be brought at the next Regular Council Meeting.

If the BID is dissolved, Council will set a Study Session to discuss options with the City Manager for distributing remaining assets of the BID.

COUNCIL COMMUNICATION

Date: June 17, 2013	Agenda Item: 11 a i	Subject: Amendment to the International Residential Code 2012 – Automatic Fire Sprinkler Systems
Initiated By: Fire Department, Division of Building and Safety		Staff Source: Richard Petau, Interim Fire Chief Lance Smith, Chief Building Official

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Recommendation for amending Section R313 – Automatic Fire Sprinkler Systems in the 2012 International Residential Code (IRC) was reviewed by City Council at the June 3, 2013 study session.

RECOMMENDED ACTION

Staff requests City Council approve an ordinance amending Section R313 – Automatic Fire Sprinkler Systems in the 2012 International Residential Code from “shall be installed” to “may be installed”.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The 2012 IRC was adopted in July 2012, included in this code were requirements for Fire Sprinkler Systems in one and two-family residential occupancies. Early surveys indicated support for these requirements in Denver and other surrounding jurisdictions causing the Building Division to recommend adopting the 2012 IRC.

As surrounding jurisdictions adopted codes, fire sprinkler requirements were omitted from the 2012 IRC. By removing this requirement the City will remain consistent with these jurisdictions but still provide contractors/homeowners guidance should they choose to install fire sprinklers.

FINANCIAL IMPACT

There are no costs associated with this amendment.

LIST OF ATTACHMENTS

Bill for an ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. 18
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

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

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

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

WHEREAS, the City of Englewood adopted the International Residential Code of 2012 subject to certain exceptions, modifications and amendments; and

WHEREAS, the 2012 IRC was adopted in July 2012, and included in this Code were requirements for fire sprinkler systems in one and two-family residential occupancies; and

WHEREAS, early surveys indicated support for these requirements in Denver and other surrounding jurisdictions causing the Building Division to recommend adopting the 2012 IRC; and

WHEREAS, the Fire Marshal believes these provisions will protect occupants and personal property from catastrophic losses; and

WHEREAS, factors such as lack of plumbing contractors available to design or install systems and with the majority of surrounding jurisdictions deleting such sprinkler requirements have led the City Manager and Fire Chief to recommend removal of these provisions until a workable solution is found; and

WHEREAS, the City Manager, Fire Chief, Fire Marshall and Chief Building Official shall work together to resolve this issue on upcoming Code revisions.

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

Section 1. The City Council of the City of Englewood, Colorado hereby amends Title 8, Chapter 2G, Section 2, Paragraph B with the addition of new numbers 2 through 5 and renumbering the current number 2 to number 6, of the Englewood Municipal Code 2000, to read as follows:

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

2. R313.1 Townhouse automatic fire sprinkler systems.

An automatic residential fire sprinkler system shall may be installed in townhouses.

~~Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.~~

3. R313.1.1 Design and installation.

Automatic residential fire sprinkler systems for townhouses shall be designed and installed in accordance with Section 2904.

4. R313.2 One and two-family dwellings automatic fire systems.

An automatic residential fire sprinkler system shall may be installed in one and two-family dwellings.

~~Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system.~~

5. R313.2.1 Design and installation.

Automatic residential fire sprinkler systems shall be designed and installed in accordance with Section P2904 or NFPA 13 D.

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

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

Exceptions: (Amend exception No. 2 as follows)

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

EDITORS NOTE: Sections 8-2G-2 A through F, contain no changes and are therefore not included here.

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

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

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

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

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

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

Introduced, read in full, and passed on first reading on the 17th day of June, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 21st day of June, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 19th day of June, 2013 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 17th day of June, 2013.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: June 17, 2013	Agenda Item: 11 a ii	Subject: Intergovernmental Agreement by and between Colorado Department of Public Safety Division of Fire Prevention and Control and the City of Englewood regarding temporary staffing and operation of a state Wildland Fire Engine
Initiated By: Fire Department		Staff Source: Richard Petau, Interim Fire Chief

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

- 1) The City supports cost-effective and innovative service delivery partnerships.
- 2) The City has numerous mutual aid and automatic aid agreements with other agencies and jurisdictions.

RECOMMENDED ACTION

Staff seeks Council's approval of an Intergovernmental Agreement by and between Colorado Department of Public Safety Division of Fire Prevention and Control and the City of Englewood regarding temporary staffing and operation of a state Wildland Fire Engine.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This agreement will allow the Englewood Fire Department's Wildland Firefighting Team (EFD-WFT) to assist other agencies and jurisdictions with wildland firefighting activities, when requested to do so by the State of Colorado, thus reducing the impact of wildland fires locally, regionally, statewide, and nationally.

A key point in the agreement is that the members of the EFD-WFT are permitted to operate a state owned wildland fire engine, as needed.

The concepts contained in this agreement are the most effective means currently known for rapidly making resources available to fight wildland fires. The EFD-WFT is a highly trained and skilled team of individuals who are frequently requested to assist in these efforts.

FINANCIAL IMPACT

The City is responsible for the regular salaries and benefits of the involved employees, but is reimbursed by the state per incident for eligible expenses.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. 19
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF PUBLIC SAFETY DIVISION OF FIRE PREVENTION AND CONTROL REGARDING TEMPORARY STAFFING AND OPERATION OF A STATE WILDLAND FIRE ENGINE AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, wildland fire protection responsibilities on non-federal lands in Colorado follow a hierarchy of local jurisdictions (fire protection districts) with the State of Colorado with DFPC being the lead state agency for wildland fire management; and

WHEREAS, the chief of the fire department in each Colorado fire protection district is responsible for the management of wildland fires that occur within the district boundaries and that are within the capability of the fire protection district to control or extinguish; and

WHEREAS, when wildland fires exceed the capability of the fire department to control or extinguish, the fire chief may transfer responsibility for the fire to the county sheriff with the concurrence of the sheriff; and

WHEREAS, when wildland fires exceed the capability of the county sheriff to control or extinguish, DFPC may assist the sheriff in controlling or extinguishing such fires, and may assume command of such incidents with the concurrence of the sheriff; and

WHEREAS, the Director of DFPC shall determine, in consultation with local authorities and with the approval of the Governor, geographic areas of the state, including Wildland-Urban Interface areas, in which the state has a financial responsibility for managing forest and wildland fires; and

WHEREAS, it is the intent of the Parties that DFPC resources, including engines, and firefighters, be available to assist in Fire Management activities on lands throughout Colorado and as needed as part of a resource mobilization for fires in other states; and

WHEREAS, it is the intent of the Parties that the City resources be available to assist in Fire Management activities on lands for which DFPC is responsible for protecting, as needed, as part of a resource mobilization for fires; and

WHEREAS, it is to the Parties' mutual advantage to coordinate efforts for the prevention, detection, and suppression of wildland fires, fuels management, prescribed fire, non-wildland fire emergencies (as authorized), and cooperative projects for resource protection in their areas of responsibility, and to limit duplication and improve efficiency and effectiveness.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the “Intergovernmental Agreement By and Between Colorado Department of Public Safety Division of Fire Prevention and Control and the City of Englewood Regarding Temporary Staffing and Operation of A State Wildland Fire Engine,” attached hereto as “Exhibit A”.

Section 2. The Englewood City Council hereby authorizes the Mayor to sign the agreement for and on behalf of the City of Englewood, attached as Exhibit A.

Section 3. The City will be reimbursed by the State of Colorado for temporary staffing and operation. Federal funds may be used to reimburse the State under this agreement.

Introduced, read in full, and passed on first reading on the 17th day of June, 2013.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 21st day of June, 2013.

Published as a Bill for an Ordinance on the City’s official website beginning on the 19th day of June, 2013 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 17th day of June, 2013.

Loucrishia A. Ellis

This Agreement template is for the temporary staffing of a state wildland fire engine by employees or volunteers of cooperating local jurisdictions (cooperators) for incident assignments.

INTERGOVERNMENTAL AGREEMENT
By and Between
COLORADO DEPARTMENT OF PUBLIC SAFETY
DIVISION OF FIRE PREVENTION AND CONTROL
And
CITY OF ENGLEWOOD, COLORADO
Regarding
TEMPORARY STAFFING AND OPERATION OF
A STATE WILDLAND FIRE ENGINE

This Intergovernmental Agreement (AGREEMENT) is entered into between the Colorado Department of Public Safety, Division of Fire Prevention and Control ("DFPC") and the City of Englewood (COOPERATOR) which are referred to collectively as the "Parties" and individually as a "Party".

PARTIES AND STATUTORY AUTHORITIES

The COOPERATOR is a political subdivision of the State of Colorado powers of a public or quasi-municipal corporation which are specifically authorized by, and in compliance with Colorado Revised Statutes, Titles 29, 30, 31, and 32, as applicable.

DFPC is a division of the Department of Public Safety, a principal department of the executive department of state government created pursuant to C.R.S. § 24-1-110 (1) (u) and § 24-33.5-103.

Statutory Authorities

C.R.S. § 13-21-113.7	Firefighter and Incident Management Team Immunity
C.R.S. Title 24, Article 10	Governmental Immunity
C.R.S. § 24-33.5-1201 (4)	Transfer of State Forest Service Authority to DFPC
C.R.S. § 24-33.5-1203	Duties of DFPC
C.R.S. § 24-33.5-1218	DFPC Cooperation with Governmental Units
C.R.S. § 24-33.5-1219	Wildland Fires - Duty of Sheriff to Report
C.R.S. Title 29, Article 22.5	Wildland Fire Planning
C.R.S. § 29-1-201 thru 203	Authority to Enter Into Intergovernmental Agreements
C.R.S. § 30-10-513 and 513.5	Duties of Sheriff Relating to Fires
C.R.S. § 30-11-124	Fire Planning Authority
C.R.S. Title 32, Article 1	Special District Provisions

RECITALS

WHEREAS, wildland fire protection responsibilities on non-federal lands in Colorado follow a hierarchy of local jurisdiction (fire protection districts) to the county sheriff to the State of Colorado with the DFPC being the lead state agency for wildland fire management, and

WHEREAS, it is the duty of the Sheriffs of the various counties of the State of Colorado to report as soon as practicable the occurrence of any fire in any forest in the state, either on private or public lands, to DFPC "or its authorized agent," and

WHEREAS, the chief of the fire department in each Colorado fire protection district is responsible for the management of wildland fires that occur within the district boundaries and that are within the capability of the fire protection district to control or extinguish, and

WHEREAS, when wildland fires exceed the capability of the fire department to control or extinguish, the fire chief may transfer responsibility for the fire to the county sheriff with the concurrence of the sheriff, and

WHEREAS, when wildland fires exceed the capability of the county sheriff to control or extinguish, DFPC may assist the sheriff in controlling or extinguishing such fires, and may assume command of such incidents with the concurrence of the sheriff, and

WHEREAS, the Director of DFPC shall determine, in consultation with local authorities and with the approval of the Governor, geographic areas of the state, including Wildland-Urban Interface areas, in which the state has a financial responsibility for managing forest and wildland fires, and

WHEREAS, DFPC is committed to cost-effective and innovative service delivery partnerships for Wildland Fire Suppression within Colorado, and

WHEREAS, it is the intent of the Parties that DFPC resources, including engines and firefighters, be available to assist in Fire Management activities on lands throughout Colorado and as needed as part of a resource mobilization for fires in other states, and

WHEREAS, the COOPERATOR is committed to provide cost-effective service to its citizens, is situated to provide mutual aid response, and currently has a wildland fire suppression program in place, and

WHEREAS, it is the intent of the Parties that COOPERATOR resources be available to assist in Fire Management activities on lands for which DFPC is responsible for protecting and as needed as part of a resource mobilization for fires in other states, and

WHEREAS, it is to the Parties' mutual advantage to coordinate efforts for the prevention, detection, and suppression of wildland fires, fuels management, prescribed fire, non-wildland fire emergencies (as authorized), and cooperative projects for resource protection in their areas of responsibility, and to limit duplication and improve efficiency and effectiveness, and

WHEREAS, the ability to utilize Cooperator staffing to provide a cost-effective means to meet the Parties' respective missions and be a benefit locally, regionally, statewide and nationally through the provision of additional Wildland Fire Resources, and

WHEREAS, the Parties wish to enter into this Agreement to jointly staff a state-owned wildland fire engine, as needed, for use locally, regionally, state wide, and nationally to reduce the impact of wildland fires, and

IN CONSIDERATION OF mutual and unilateral covenants, obligations, promises and warranties, the Parties agree as follows:

AGREEMENT

1. Term of Agreement. The term of this Agreement shall commence upon execution by the Parties and shall terminate on December 31 of the year in which it is executed. However, the term of this Agreement shall be extended automatically for consecutive one-year terms, unless either party provides thirty (30) days written notice to the other Party of its intent not to extend the term of this Agreement.

2. Scope of Duties

2.1 Each Party enters into this Agreement understanding that firefighting and emergency response functions are inherently dangerous and, while risk management techniques will be employed, it may not be possible to foresee every situation that could cause injury, illness, or death.

2.2 Each Party understands that wildland firefighting and emergency response functions may require the placement of personnel in remote locations for extended periods of time with limited access to creature comforts, communications, or normal living conditions.

2.3 Each Party understands that incident assignments may last up to 14 days, exclusive of travel; may not allow personnel to return home at the end of a shift; may require personnel to camp on the fire site, generally at a designated fire camp; and that daily work shifts may last fourteen to sixteen (14 – 16) hours with limited breaks.

3. Employees Able to Operate

3.1 Each Party agrees that its employees may ride, drive, operate, and work on, in, and around the other Party's vehicles, apparatus, equipment, stations, and facilities, pursuant to need, training, and applicable laws. This mutual Agreement provides staffing of a fire engine, tender, crew, command, module or other resource as an emergency response incident resource for assisting in the stabilization of emergency incidents such as wildland fires, structure fires, emergency medical, rescue, and natural disasters.

3.2 Each Party agrees to abide by the Incident Command System (ICS) as outlined in the National Incident Management System (NIMS). ICS shall be the guide as to command and control of resources and personnel assigned to an incident. Each Party agrees to utilize ICS instead of agency position, job description or home unit rank while working jointly to staff an incident resource.

3.3 For the purpose of this Agreement "employee" shall mean any person, paid or volunteer, who is formally hired by either party. This Agreement does not extend to, nor include, third party contractors working for either agency designated on this Agreement.

4. Financial

4.1 Each Party shall be responsible for the cost of its respective employees, vehicles, facilities, and equipment, including damage or loss.

4.2 For reimbursable incidents, each Party has the right to seek reimbursement for the utilization of its personnel, vehicle, equipment, and facility by following standard DFPC reimbursement guidelines.

4.3 Neither Party shall encumber the funds of the other Party for any purpose at any time without separate written authorization and legal authority.

5. Insurance and Liability

5.1 Each Party shall be responsible for the acts or omissions of its own employees, subject to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. ("CGIA") and C.R.S. § 13-21-113.7, as applicable.

5.2 Each Party shall be responsible at all times for worker's compensation insurance coverage of its employees acting within the provisions of this Agreement, including accidents, injuries and diseases which occur while acting under the direction or at the request of the other Party. Each Party shall maintain liability insurance coverage for its real and personal property, as required by law. Neither Party shall be responsible for the other Party's liabilities, fiduciary responsibilities, or workers compensation, unless expressly authorized by a separate written Agreement executed by the Parties.

6. Accident and Incident Reporting and Investigation. All Parties to this Agreement shall be notified as soon as practical of any accidents or incidents related to this Agreement and shall jointly initiate an investigation of the accident or incident, as needed.

7. Training and Qualifications. During the term of this Agreement, the Parties mutually agree to provide to each other's employees any training necessary for successfully performing the duties and responsibilities, as assigned pursuant to this Agreement. The Parties mutually agree that all employees assigned to a wildland fire shall meet or exceed the current National Wildfire Coordinating Group's (NWCG) qualification standards for the position they occupy.

9. Amendments. This Agreement may not be amended except in a writing setting forth such amendment and executed by the Parties.

10. Severability. If any provision of this Agreement should be declared unenforceable, then the remainder of this Agreement shall continue to be binding upon the parties.

11. Relationship of Parties. The Parties enter into this Agreement as separate and independent governmental entities and each shall maintain such status throughout the term of this Agreement. Nothing contained in this Agreement and no performance under this Agreement shall alter or modify the status of a Party's directors, officers, volunteers, agents, or employees for any purpose, including but not limited to workers' compensation, employee benefits or entitlements, pension, levels or types of training, internal discipline, certification, rank procedures, methods, or categories, or for any other conditions or requirements of employment.

12. Governing Law. This agreement is entered into in Colorado and shall be governed by the laws of the State of Colorado.

13. Headings. The headings used in this Agreement are for the convenience of the Parties only. As such, these headings shall not have any legal effect whatsoever or, in any other way alter or modify the meaning or interpretation of this Agreement.

14. Authority. By signing this Agreement, representatives of the Parties acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Party.

15. Execution in Counterparts or by Facsimile or Electronic Means. This Agreement may be executed in counterparts or with signatures obtained via facsimile transmission or electronic PDF, each of which shall have full force and effect upon execution by all Parties to this Agreement.

COLORADO DEPARTMENT OF PUBLIC SAFETY
DIVISION OF FIRE PREVENTION AND CONTROL

APPROVAL:

By: _____
Paul L. Cooke, Director
Division of Fire Prevention and Control

Date: _____

APPROVAL AS TO FORM:

By: _____
Diane Marie Dash
Senior Assistant Attorney General
Criminal Justice Section
Attorney for DFPC

COOPERATOR
City of Englewood, Colorado

APPROVAL:

By: _____
Randy P. Penn, Mayor

Date: _____

COOPERATOR CONTACT INFORMATION

Name:
Address:
City, State, Zip:
Phone:
Email:

COUNCIL COMMUNICATION

Date June 17, 2013	Agenda Item 11 a iii	Subject Building Space Project - Ordinance Granting Easement to Public Service Company of Colorado
INITIATED BY Littleton/Englewood WWTP Supervisory Committee	STAFF SOURCE Stewart H. Fonda, Director of Utilities Chong Woo, Engineering/Maintenance Manager	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

No previous Council action.

RECOMMENDED ACTION

Staff recommends approval of a Bill for an Ordinance authorizing a "Grant of Easement" to Public Service Company of Colorado (PSC) for the installation of an underground gas line located within the Littleton/Englewood Waste Water Treatment Plant (L/E WWTP) facility for the Building Space Project.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2008, with continuing staff growth and limited available space, the L/E WWTP took possession of temporary construction trailers. The trailers had been onsite from the onset of the Phase 2 Expansion Project (2004-2008) and were used by the construction contractor.

At the present time the trailers fill our immediate need for staff and storage space. However, the trailers do not meet the City of Englewood Building Code (at the time 2006 International Building Code). The Building Department has issued a temporary permit to allow the trailers so that staff could prepare alternative solutions.

In 2011, the L/E WWTP completed a Building Needs Assessment. The Assessment focused on the administration building and the needs for staff personnel space, storage space, filing and record keeping, and maintenance activities. In lieu of expending capital for a building expansion, it was recommended to pursue other alternatives.

In 2012, staff presented various options, including the lease of a new code compliant pre-manufactured building, purchase of a new pre-manufactured building, and off-site office rental. Based on our analysis, an outright purchase option was selected as the best option.

This project provides space for the Industrial Pretreatment staff and accommodates Pretreatment staff growth for the next 10 years. This project does not address any of the other space needs identified in the 2011 Needs Assessment.

For the pre-manufactured building we will be providing natural gas heating. Currently, there is no gas service in the area of the proposed building. Natural gas provides a lower economic impact compared to electric energy. Additionally, natural gas equipment will allow standardization to the other buildings within our facility.

Xcel Energy (Public Service Company of Colorado) has prepared a Grant of Easement. The easement is 10 feet wide by approximately 500 feet in length. The easement will contain a 2-inch underground gas main with a 1.25-inch gas service.

We anticipate the work to be completed by September 2013 in conjunction with the other construction activities associated with the Building Space Project.

FINANCIAL IMPACT

No financial impacts are related to this transaction.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. 20
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE GRANTING AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO FOR INSTALLATION OF AN UNDERGROUND GAS LINE LOCATED WITHIN THE LITTLETON/ENGLEWOOD WASTEWATER TREATMENT PLANT FACILITY FOR THE BUILDING SPACE PROJECT.

WHEREAS, in 2008 with continuing staff growth and limited available space, the L/E Wastewater Treatment Plant took possession of temporary construction trailers which had been onsite from the onset of the Phase 2 Expansion Project (2004-2008) and were used by the construction contractor; and

WHEREAS, the trailers do not meet City of Englewood Building Code and the Building Department has issued a temporary permit to allow the trailers so the staff could prepare alternative solutions; and

WHEREAS, in 2011 the L/E Wastewater Treatment Plant completed a Building Needs Assessment which focused on the administration building and the needs for staff personnel space, storage space, filing and record keeping, and maintenance activities; and

WHEREAS, in 2012 various options were presented which included the lease of a new code compliant pre-manufactured building; the purchase of a new pre-manufactured building; and off-site rental; and

WHEREAS, the project will provide for the current L/E Wastewater Treatment Plant staff needs and accommodate future staff growth up to the 10 year outlook; and

WHEREAS, the pre-manufactured building we will be provided with natural gas heating; and

WHEREAS, currently there is no gas service in the area of the proposed pre-manufactured building; and

WHEREAS, natural gas provides a lower economic impact compared to electric; and

WHEREAS, natural gas equipment will allow standardization to the other buildings within the facility; and

WHEREAS, Public Service Company of Colorado (Xcel) has prepared a Grant of Easement which is 10 feet wide by approximately 500 feet in length which will contain a 2 inch underground gas main with a 1.25 inch gas service; and

WHEREAS, the underground gas line will be located within the Littleton/Englewood Wastewater Treatment Plant facility for the Building Space Project; and

WHEREAS, the Public Service Company of Colorado shall have nonexclusive rights to the easement parcel for the purposes of constructing and maintaining their equipment; and

WHEREAS, the Public Service Company of Colorado will restore the area as nearly as possible to the grade and conditions existing prior to the construction.

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

Section 1. The "Public Service Company of Colorado Easement" from the City of Englewood, Colorado to the Public Service Company of Colorado, attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor is authorized to execute and the City Clerk attest and seal the Public Service Company of Colorado Easement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 17th day of June, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 21st day of June, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 19th day of June, 2013 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 17th day of June, 2013.

Loucrishia A. Ellis

DIVISION SWMD

ROW AGENT R Larm

DOC. NO.

LOCATION 2900 S Platte River Dr

DESCRIPTION AUTHOR R Flanagan

PLAT/GRID NO. 2141064/121025

AUTHOR ADDRESS Colorado Engineering & Surveying Inc. Englewood, CO 80111

WOJO/CREG NO. SR 956698

WO 11750299

PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1800 Larimer Street, Suite 1100, Denver, CO 80202, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in **LOT 2, PLATTE RIVER SUBDIVISON**, in the **NE1/4** of Section **33**, Township **4 South**, Range **68 West** of the Sixth Principal Meridian in the City of Englewood, County of Arapahoe, State of Colorado, the easement being described as follows:

See "EXHIBIT A" attached hereto and made part hereof.

The easement is 10.0 feet in width.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement area and any adjoining premises used by Company shall be restored substantially to its original level and condition.

Signed this _____ day of _____, 2013

(Type or print name below each signature line with official title if corporation, partnership, etc.):

GRANTOR: **CITY OF ENGLEWOOD**

BY: _____

Randy P. Penn (print name)

ITS: Mayor

STATE OF COLORADO,)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013
by[Grantor name(s) from above]:

Witness my hand and official seal.

My commission Expires _____

Notary Public

SEE CITY OF LITTLETON SIGNATURE ATTACHED

GRANTOR: CITY OF LITTLETON

BY: _____

_____ (print name)

ITS: _____

STATE OF COLORADO,)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013
by [Grantor name(s) from above]:

Witness my hand and official seal.

My commission Expires _____

Notary Public

**EXHIBIT
UTILITY EASEMENT**

NO. 2013-1058
PAGE 1 OF 2

DESCRIPTION

A 10.00 FOOT WIDE GAS EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33 BEARS N88°03'15"W.

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE S53°16'06"E, A DISTANCE OF 2332.97 FEET TO THE POINT OF BEGINNING;

THENCE N06°08'04"E, A DISTANCE OF 362.91 FEET;
THENCE S88°02'33"E, A DISTANCE OF 85.87 FEET;
THENCE N01°43'29"E, A DISTANCE OF 58.10 FEET;
THENCE S88°16'31"E, A DISTANCE OF 10.00 FEET;
THENCE S01°43'29"W, A DISTANCE OF 68.14 FEET;
THENCE N88°02'33"W, A DISTANCE OF 86.61 FEET;
THENCE S06°08'33"W, A DISTANCE OF 352.92 FEET;
THENCE N87°49'10"W, A DISTANCE OF 10.02 FEET TO THE POINT OF BEGINNING.

NOTE: THIS DESCRIPTION DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
THIS DESCRIPTION IS INTENDED TO DESCRIBE THE ATTACHED EXHIBIT

COLORADO ENGINEERING & SURVEYING, INC.



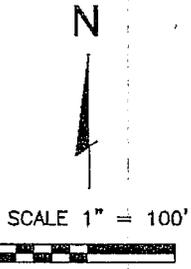
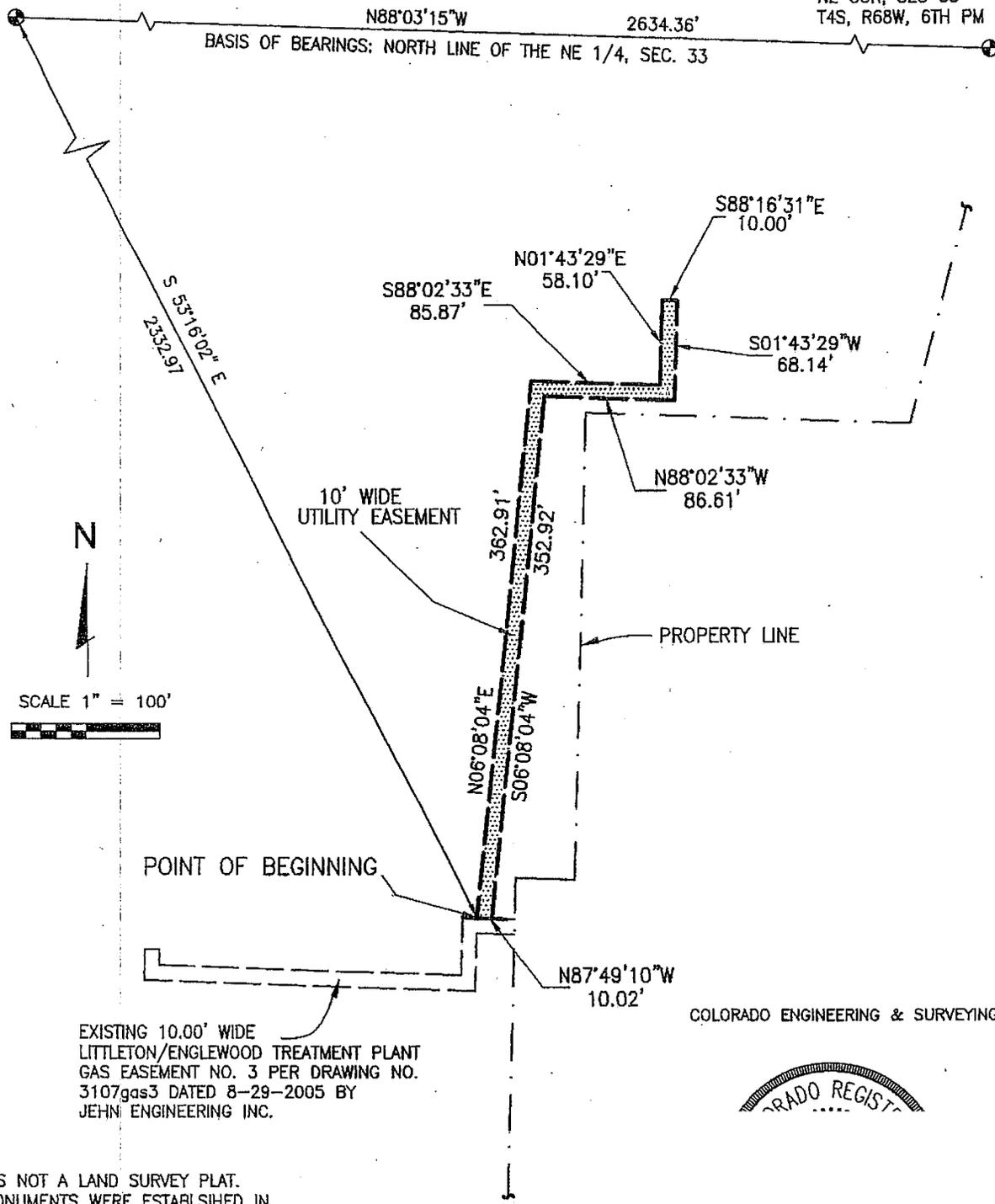
Date MAY 11 2013

**EXHIBIT
UTILITY EASEMENT**

NO. 2013-1058
PAGE 2 OF 2

POINT OF COMMENCEMENT
NW COR NE1/4, SEC. 33,
T4S, R68W, 6TH PM

NE COR, SEC 33
T4S, R68W, 6TH PM



EXISTING 10.00' WIDE
LITTLETON/ENGLEWOOD TREATMENT PLANT
GAS EASEMENT NO. 3 PER DRAWING NO.
3107gas3 DATED 8-29-2005 BY
JEHN ENGINEERING INC.

COLORADO ENGINEERING & SURVEYING, INC.



NOTE:
THIS IS NOT A LAND SURVEY PLAT.
NO MONUMENTS WERE ESTABLISHED IN
THE PREPARATION OF THIS ATTACHED
EASEMENT DESCRIPTION

Date: 11/11/2013

EXHIBIT
UTILITY EASEMENT

DESCRIPTION

A 10.00 FOOT WIDE GAS EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33 BEARS N88°03'15"W.

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE S53°16'06"E, A DISTANCE OF 2332.97 FEET TO THE POINT OF BEGINNING;

THENCE N06°08'04"E, A DISTANCE OF 362.91 FEET;
THENCE S88°02'33"E, A DISTANCE OF 85.87 FEET;
THENCE N01°43'29"E, A DISTANCE OF 58.10 FEET;
THENCE S88°16'31"E, A DISTANCE OF 10.00 FEET;
THENCE S01°43'29"W, A DISTANCE OF 68.14 FEET;
THENCE N88°02'33"W, A DISTANCE OF 86.61 FEET;
THENCE S06°08'33"W, A DISTANCE OF 352.92 FEET;
THENCE N87°49'10"W, A DISTANCE OF 10.02 FEET TO THE POINT OF BEGINNING.

NOTE: THIS DESCRIPTION DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
THIS DESCRIPTION IS INTENDED TO DESCRIBE THE ATTACHED EXHIBIT

COLORADO ENGINEERING & SURVEYING, INC.



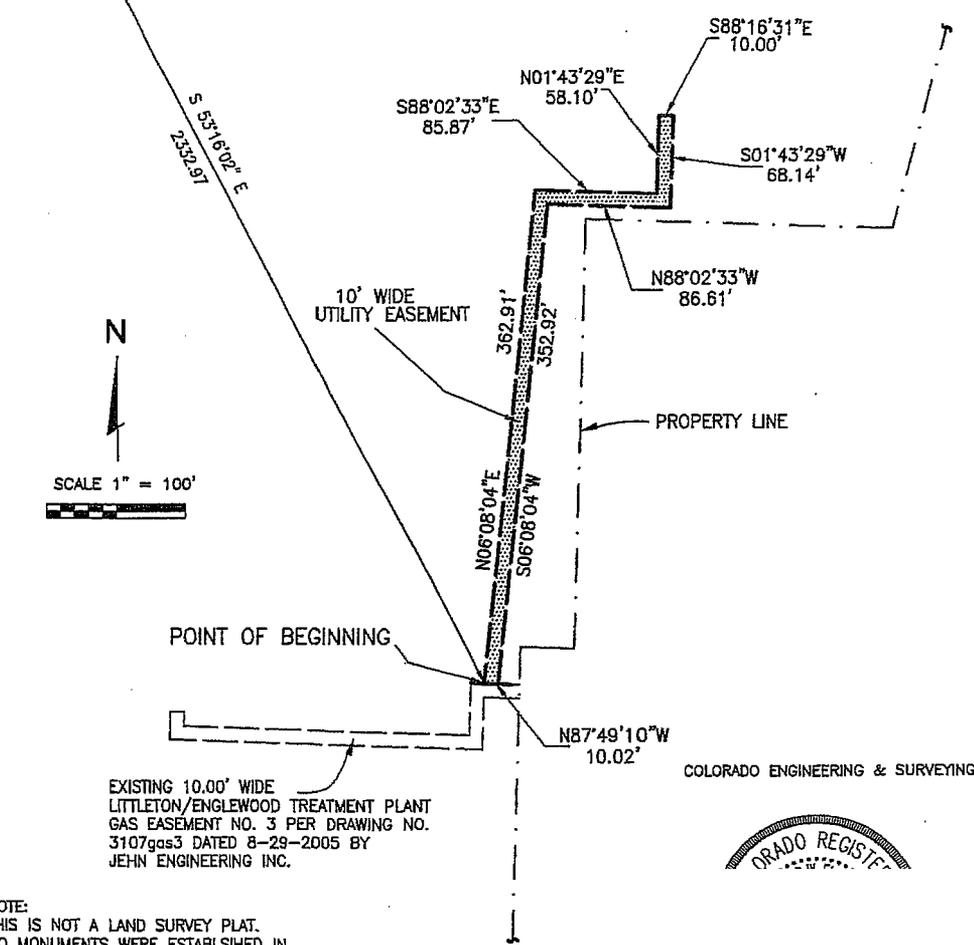
Date: 06/17/2013
COLORADO ENGINEERING & SURVEYING, INC., 4750 SOUTH SANTA FE CIRCLE #8, ENGLEWOOD, CO 80150 (303)-761-8055

**EXHIBIT
UTILITY EASEMENT**

POINT OF COMMENCEMENT
NW COR NE1/4, SEC. 33,
T4S, R68W, 6TH PM

NE COR, SEC 33
T4S, R68W, 6TH PM

N88°03'15"W 2634.36'
BASIS OF BEARINGS: NORTH LINE OF THE NE 1/4, SEC. 33



EXISTING 10.00' WIDE
LITTLETON/ENGLEWOOD TREATMENT PLANT
GAS EASEMENT NO. 3 PER DRAWING NO.
3107gas3 DATED 8-29-2005 BY
JEHN ENGINEERING INC.

COLORADO ENGINEERING & SURVEYING, INC.



NOTE:
THIS IS NOT A LAND SURVEY PLAT.
NO MONUMENTS WERE ESTABLISHED IN
THE PREPARATION OF THIS ATTACHED
EASEMENT DESCRIPTION

Date: 10/17/2013

**LITTLETON/ENGLEWOOD
WASTEWATER TREATMENT PLANT**

2900 S. Platte River Drive
Englewood, Colorado 80110
(303) 762-2600
FAX 762-2620



City of
Littleton



City of
Englewood

**MINUTES
SUPERVISORY COMMITTEE MEETING
February 16, 2012
9:00 a.m.**

ATTENDING:	Charlie Blosten	Littleton Public Service Director
	Gary Sears	Englewood City Manager
	Rick Kahm	Englewood Public Works Director
	David Robbins	Hill & Robbins, P.C.
	Mark Wagner	Hill & Robbins, P.C.
	Stu Fonda	Englewood Utilities Director
	Dennis Stowe	Manager, L/E WWTP
	Mary Gardner	Environmental Compliance Manager, L/E WWTP
	Chong Woo	Engineering/Maintenance Manager, L/E WWTP
	Jonathan Bridges	Industrial Pretreatment Administrator, L/E WWTP
	Jim Tallent	Treatment Division Manager, L/E WWTP
	Cindy Goodburn	Business Services Manager, L/E WWTP
Guests:	Scott Morse	Littleton Public Service Director
	Mary Gearhart	Brown & Caldwell
	Jennifer Hunt	Hill & Robbins

SECTION III - TOPICS FOR DISCUSSION AND OR ACTION

1. Flows and Loadings

Stu Fonda reported that the measured flow to the Littleton/Englewood WWTP averaged 21.3 mgd in January, which is a decrease of 0.2 from December. The measured flow split was 44.1 /55.9 between the cities of Littleton and Englewood.

ACTION TAKEN – None.

2. Compliance Reports

Stu Fonda reported that, in January, effluent quality had a 30-day average of 2 mg/L CBOD₅, 2 mg/L suspended solids, and 1.6 mg/L ammonia as nitrogen. All permit levels were met.

ACTION TAKEN – None.

ACTION TAKEN – Gary Sears moved that the Supervisory Committee approve the proposal from Martin & Wood to study potential impacts on low flows at a not to exceed cost of \$9,000. Charlie Blosten seconded the motion, and it carried unanimously.

11. Headworks Influent Cross-Over Isolation Gate Project

Chong Woo told the Committee that the Headworks Influent Cross-Over Isolation Gate Project is currently on hold, as all reasonable efforts to actuate the seized gate have failed and further attempts may cause damage to the gate and to the structural wall. Plant staff recommends proceeding with removal and replacement of the gate. The contractor, RN Civil Constructors, has proposed a change order to the original contract not to exceed \$47,000, which would amend the scope of work to provide the removal of the damaged gate and replacement with a new stainless steel gate. This would raise the total contract amount to \$96,600. The original contract was for \$49,000, and \$12,000 is still left. Chong explained that other contractors contacted did not want to submit a proposal, because of the complexity of the work. Chong said he will provide the City of Englewood with a copy of the change order and the details of the procurement process, as well as the consequences of not proceeding with the work.

ACTION TAKEN – Rick Kahm moved that the Supervisory Committee approve a Change Order to the original contract with RN Civil Constructors in the amount not to exceed \$47,100. The CO amends the scope of work to provide the removal of the damaged gate and replacement with a new stainless steel gate. This raises the total contract amount to \$96,600. Charlie Blosten seconded the motion, and it carried unanimously.

12. Water Quality Control Division Notification

Dennis Stowe reminded the Committee that the facility discharge permit contains a compliance schedule regarding the disinfection system, including a requirement to report annually on progress. He presented a draft letter for Committee review, which would notify the Water Quality Control Division, before the next annual reporting date of May 31, 2012 that work on the project is still suspended. Charlie Blosten noted that disinfection is still on the table, even though implementation is not being actively pursued at this time.

A discussion ensued as to whether or not to wait until after the March 12-14 nutrient hearing to make a decision on the proposed letter. Gary Sears recommended a decision be made after the hearing, and the Committee agreed to discuss the issue at the Supervisory Meeting that occurs after the hearing.

ACTION TAKEN – None.

~~**13. Building Space Needs – Office Trailer Project Update**~~

Chong Woo provided an update for the Committee: staff is currently gathering the necessary information to receive competitive bids and/or quotes for the Industrial Pretreatment trailer. He anticipates providing a recommendation for approval during the March 2012 Supervisory Meeting.

ACTION TAKEN – None.

14. 2011 Plant Safety Report Summary

Dennis Stowe congratulated the Littleton/Englewood staff for achieving their 2011 safety goals, especially zero disabling injuries. All staff members will receive an award for their achievement

**LITTLETON/ENGLEWOOD
WASTEWATER TREATMENT PLANT**

2900 S. Platte River Drive
Englewood, Colorado 80110
(303) 762-2600
FAX 762-2620

City of
Littleton

City of
Englewood

**MINUTES
SUPERVISORY COMMITTEE MEETING
March 16, 2012
9:00 a.m.**

ATTENDING:	Charlie Blosten	Littleton Public Service Director
	Gary Sears	Englewood City Manager
	Rick Kahm	Englewood Public Works Director
	Jennifer Hunt	Hill & Robbins, P.C.
	Stu Fonda	Englewood Utilities Director
	Dennis Stowe	Manager, L/E WWTP
	Chong Woo	Engineering/Maintenance Manager, L/E WWTP
	Jonathan Bridges	Industrial Pretreatment Administrator, L/E WWTP
	Jim Tallent	Treatment Division Manager, L/E WWTP
	Cindy Goodburn	Business Services Manager, L/E WWTP
Guests:	Scott Morse	Littleton Public Service Director
	Mary Gearhart	Brown & Caldwell
	Sarah Reeves	Brown & Caldwell

SECTION III - TOPICS FOR DISCUSSION AND OR ACTION

1. Flows and Loadings

Stu Fonda reported that the measured flow to the Littleton/Englewood WWTP averaged 21.5 mgd in February, which is a increase of 0.2 from January. The measured flow split was 44.7 /55.3 between the cities of Littleton and Englewood.

ACTION TAKEN – None.

2. Compliance Reports

Stu Fonda reported that, in February, effluent quality had a 30-day average of 2 mg/L CBOD₅, 2 mg/L suspended solids, and 1.6 mg/L ammonia as nitrogen. All permit levels were met.

ACTION TAKEN – None.

The nutrient hearing was held on March 12 through March 14. Jennifer Hunt provided testimony at the hearing on behalf of the L/E WWTP. She explained the outcome of the hearing and briefed the Committee on the legal issues resulting from the Commission's action. Sarah Reeves reported that the only change as a result of the hearing was the Total Inorganic Nitrogen (TIN) Limits under Regulation 85. The limit has been changed from 10 mg/L to 15 mg/L for existing dischargers. Dennis Stowe informed the committee that with these changes, additional facilities will not have to be constructed but methanol will have to be used year round to remove nitrogen. The committee discussed possible costs associated with the new regulations. Tier 1 nitrogen levels can be met with an additional \$300,000 per year.

There are still two issues regarding phosphorous. Regulation 85, just adopted, requires 1 mg/L phosphorous. The plant is currently at 2.5 mg/L. The Barr Milton TMDL would require the plant to remove more phosphorous, which might require up to four more filters at a cost of \$35M.

Jennifer Hunt, Sarah Reeves and Dennis Stowe agreed to draft a summary on the hearing and its potential impact, for the Littleton and Englewood City Councils.

ACTION TAKEN – None.

8. Long Range Master Plan

Chong Woo reported to the Committee that he has discussed new capital projects with Brown and Caldwell. He will present the proposal at a future meeting.

ACTION TAKEN – None.

9. Headworks Influent Cross-Over Isolation Gate Project

Chong Woo told the Committee that the Headworks Influent Cross-Over Isolation Gate Project is scheduled to be completed in mid-April. The gate has been removed and is now being fabricated.

ACTION TAKEN – None.

~~**10. Building Space Needs – Office Trailer Project Update**~~

Chong Woo told the Committee that he plans on presenting the proposal for the new trailer at the next meeting. Charlie Blosten suggested looking into off site offices for lease. Chong will present his findings at the April meeting.

ACTION TAKEN – None.

11. Network Virtualization and NSM Upgrade Project

Cindy Goodburn informed the Committee that there is need to eliminate the current enterprise Storage Area Network (SAN) and consolidate it to the existing Network Storage Modules (NSM) that are the server hardware standard for the L/E WWTP. The existing SAN houses all of the plant data and does not have an active service agreement. She expressed that the goal is to standardize all hardware platforms. The design and implementation has been budgeted for 2012.

ACTION TAKEN – Charlie Blosten moved that the Supervisory Committee approve the Network Virtualization and NSM upgrade through Lewan and Associates in the amount not to exceed \$42,000.00. Michael Penny seconded the motion, and it carried unanimously.

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City of
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City of
Englewood

**MINUTES
SUPERVISORY COMMITTEE MEETING
April 18, 2012
9:00 a.m.**

ATTENDING:	Michael Penny	Littleton City Manager
	Charlie Blosten	Littleton Public Service Director
	Gary Sears	Englewood City Manager
	Rick Kahm	Englewood Public Works Director
	David Robbins	Hill & Robbins, P.C.
	Stu Fonda	Englewood Utilities Director
	Dennis Stowe	Manager, L/E WWTP
	Mary Gardner	Environmental Compliance Manager, L/E WWTP
	Chong Woo	Engineering/Maintenance Manager, L/E WWTP
	Jonathan Bridges	Industrial Pretreatment Administrator, L/E WWTP
	Jim Tallent	Treatment Division Manager, L/E WWTP
	Cindy Goodburn	Business Services Manager, L/E WWTP
Guests:	Scott Morse	Littleton Public Service Director
	Mary Gearhart	Brown & Caldwell
	Kirsten Crawford	Littleton City Attorney

SECTION III - TOPICS FOR DISCUSSION AND OR ACTION

1. Flows and Loadings

Stu Fonda reported that the measured flow to the Littleton/Englewood WWTP averaged 21.0 mgd in March, which is a decrease of 0.5 from February. The measured flow split was 44.8 /55.2 between the cities of Littleton and Englewood.

ACTION TAKEN – None.

2. Compliance Reports

Stu Fonda reported that, in March, effluent quality had a 30-day average of 3 mg/L CBOD₅, 2 mg/L suspended solids, and 1.7 mg/L ammonia as nitrogen. All permit levels were met.

ACTION TAKEN – None.

The budget estimate for the construction phase is \$150,000. Contractor selection and recommendation is expected to take place later this summer. This work has been budgeted and is available in the 2012 Budget.

Charlie Blosten expressed concern that TechniScan is not based in Englewood or Littleton, and pointed out that several architectural firms are located in Littleton. Gary Sears said that part of the Englewood code is the commitment to look for and use Englewood companies. Unless a specialized service requires someone from outside, the members agreed that Littleton/Englewood needed to start looking for firms and individuals located within the two cities' limits. Charlie will provide a list of architects and engineers within Littleton to Chong. Rick Kahm noted that TechniScan is the same company that designed the exterior project and suggested that this item be approved, and the City limit guidelines be applied going forward; Michael Penny agreed, as did Charlie on this particular item.

ACTION TAKEN – Michael Penny moved that the Supervisory Committee approve a professional services agreement with TechniScan, Inc. in the amount not to exceed \$5,000 for the Administration Building Roof Replacement – Architectural Design Services. The motion was seconded by Charlie Blosten, and carried with a yes vote from Rick Kahm. Gary Sears cast a no vote.

~~11. Building Space Needs – Office Trailer Project Update~~

Chong Woo reminded the Committee that the current Pretreatment Trailers do not meet City of Englewood Code, as they are considered temporary buildings. Trailers can be made non-temporary if placed on a foundation, but the City of Englewood Building Department requires they meet the International Building Code (2006), which the existing trailers do not meet. Staff has extended a building permit for the existing trailers through the end of 2012.

Based on directions from the September 2011 Supervisory Committee Meeting, staff members have gathered information related to the procurement of new code compliant trailers, with the intent of meeting the 2006 International Building Code. This process was made in conjunction with the Pretreatment Division. Detailed information was presented to the Committee, along with recommendations for size and space allocation, location, and procurement options. They recommended three 14' x 64' trailers, either in the current location or adjacent, and a 10-year finance lease of the new trailers with a \$1 buy out at the end of the 10-year term.

ACTION TAKEN – Gary Sears moved that the Supervisory Committee approve the Office Trailer Project options recommended by staff: three 14' x 64' trailers, either in the current location or adjacent, with a 10-year finance lease of the new trailers and a \$1 buy out at the end of the 10-year term. Michael Penny seconded the motion, and it carried unanimously.

~~12. Office Trailer Project – Architectural and Engineering Support Services~~

Chong Woo said that architectural and engineering support services are needed for the construction phase of the Office Trailer project. The scope of work will include trailer elevations and office layout, foundation design, site work and grading, potable water supply, sewer connection, electrical utility connection, natural gas (if necessary), preparation of plans and specifications for construction, and development of cost opinions. Charlie Blosten thought that engineers and architects within the Littleton or Englewood City limits must be used for all of the work presented: architectural, structural, civil/mechanical and electrical. He reiterated that he never uses companies outside of the City of Littleton unless the work is so specialized that it is necessary – which has not happened in the last five years. Gary Sears noted that the Englewood Council is on record for favoring that approach, and even

rejected a proposed bid by an outside company; the Englewood attorney has said that Council can make that decision up to \$25,000, even with an approved bid. Chong will obtain a list of local firms from Charlie and Rick Kahm. David Robbins suggested the Committee think about differentiating between projects such as this one that have nothing to do with permit limits and everything else in the plant, as the latter requires a certain amount of expertise. Stu Fonda said that this item will be reintroduced at next month's Supervisory Meeting.

ACTION TAKEN – None.

13. Lighting Replacement Project – Phase 1 Lighting Design Services

Chong Woo told the Committee he has received three proposals for a Lighting Replacement Design. Based on his evaluation, he recommends that Colorado Lighting complete the Lighting Replacement Project. This work is for design only – the actual replacement will go out to bid.

ACTION TAKEN – Gary Sears moved that the Supervisory Committee approve a professional services agreement with Colorado Lighting in the amount of \$7,450 for the Lighting Replacement Project. Michael Penny seconded the motion, and it carried unanimously.

14. Headworks Influent Cross-Over Isolation Gate Project - Update

Chong Woo reported that the damaged cross-over gate has been successfully removed. Delivery of the new gate is expected the week of April 16, with installation the next week.

ACTION TAKEN – None.

15. Long-Range Master Plan Update

Chong Woo reported that staff is continuing to develop a proposed scope of services for the long-range master plan update. A recommendation will be presented during the May 2012 Supervisory Meeting.

ACTION TAKEN – None.

16. Hill & Robbins Report

David Robbins' comments and report were included as part of other sections of the minutes, especially Regulatory Programs (Number 7).

ACTION TAKEN – None.

17. Schedule for the Next Supervisory Committee Meeting

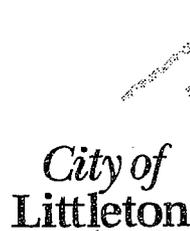
The next Supervisory Committee meeting is scheduled for Thursday, May 17, 2012, 9:00 a.m., at the Littleton/Englewood Wastewater Treatment Plant.

Other: Joint Council Discussion

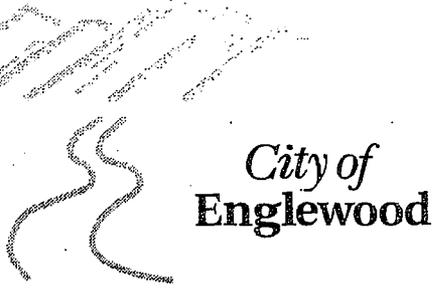
Committee members discussed several handouts provided as possible material for the Joint Council Meeting scheduled for April 23.

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WASTEWATER TREATMENT PLANT**

2900 S. Platte River Drive
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City of
Littleton



City of
Englewood

**MINUTES
SUPERVISORY COMMITTEE MEETING
May 17, 2012
9:00 a.m.**

ATTENDING:	Michael Penny	Littleton City Manager
	Charlie Blosten	Littleton Public Service Director
	Gary Sears	Englewood City Manager
	Rick Kahm	Englewood Public Works Director
	Jennifer Hunt	Hill & Robbins, P.C.
	Stu Fonda	Englewood Utilities Director
	Dennis Stowe	Manager, L/E WWTP
	Mary Gardner	Environmental Compliance Manager, L/E WWTP
	Chong Woo	Engineering/Maintenance Manager, L/E WWTP
	Jonathan Bridges	Industrial Pretreatment Administrator, L/E WWTP
	Jim Tallent	Treatment Division Manager, L/E WWTP
	Cindy Goodburn	Business Services Manager, L/E WWTP
Guests:	Scott Morse	Platte Canyon Water and Sanitation District
	Sarah Reeves	Brown and Caldwell

SECTION III - TOPICS FOR DISCUSSION AND OR ACTION

1. Flows and Loadings

Stu Fonda reported that the measured flow to the Littleton/Englewood WWTP averaged 21.0 mgd in April, which is no change from March. The measured flow split was 44.8 /55.2 between the cities of Littleton and Englewood.

ACTION TAKEN – None.

2. Compliance Reports

Stu Fonda reported that, in April, effluent quality had a 30-day average of 3 mg/L CBOD₅, 2 mg/L suspended solids, and 2.2 mg/L ammonia as nitrogen. All permit levels were met.

ACTION TAKEN – None.

Dennis Stowe reported that L/EWWTP has been working with the Barr-Milton Watershed Association on the TMDL to determine the required reduction of phosphorus in the lakes to meet the pH and dissolved oxygen standards. The draft TMDL is planned to be submitted to the EPA by the end of June. The CDPHE proposal has changed the TMDL phosphorus levels to 100 mg/l at the effluent instead of in the lake. To meet this requirement, chemical feed systems and additional filters would be needed, possibly costing over \$50M. If approved, the TMDL would follow a schedule similar to Regulation 85.

ACTION TAKEN –Michael Penny moved that the Supervisory Committee approve future funding for the CNC. Gary Sears seconded the motion, and it carried unanimously.

Gary Sears moved that the Supervisory Committee approve the draft disinfection compliance letter. Michael Penny seconded the motion, and it carried unanimously.

8. Site Security System Upgrade

Cindy Goodburn reported that the site security system that controls the cameras, gate access and panic alarms has experienced a server failure and needs to be replaced, and that other system components and software should be updated. The software and hardware have not been updated since installation in 2003. The upgrade would allow installation of additional cameras and better functionality.

Cindy obtained a proposal from Simplex-Grinnell in the amount of \$41,540, which includes software with licenses and a one-year warranty, software implementation, hardware with warranty, hardware installation, and system training.

ACTION TAKEN – Gary Sears moved that the Supervisory Committee approve a professional services agreement with Simplex-Grinnell in the amount not to exceed \$41,540. Charlie Blosten seconded the motion.

After discussing the upgrade, the Committee requested that Cindy coordinate with the City IT Director on the city-wide security program. Cindy will present the information at the next meeting.

ACTION TAKEN – Charlie Blosten moved to table the first motion to the next meeting. Gary Sears seconded that motion, and it carried unanimously.

9. Long-Range Master Plan Update

Chong Woo reported that staff has finalized the proposed scope of services for the long-range master plan update. Consultant assistance is necessary to help guide the L/EWWTP staff in developing the Master Plan and Asset Management Plan. The Committee requested Chong obtain multiple bids from engineering consultants. Chong suggested limiting the Request for Proposal to four consultants, and the Committee agreed.

ACTION TAKEN –None.

~~10. Building Space Needs – Office Trailer Project Update~~

Chong Woo reported that the staff has contacted several engineering firms and made requests for proposals. Chong plans on providing a recommendation to the Committee during the June meeting.

ACTION TAKEN –None.

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City of
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City of
Englewood

**MINUTES
SUPERVISORY COMMITTEE MEETING
June 28, 2012
2:00 p.m.**

ATTENDING:	Michael Penny	Littleton City Manager
	Charlie Blosten	Littleton Public Service Director
	Gary Sears	Englewood City Manager
	Rick Kahm	Englewood Public Works Director
	Jennifer Hunt	Hill & Robbins, P.C.
	Stu Fonda	Englewood Utilities Director
	Dennis Stowe	Manager, L/E WWTP
	Mary Gardner	Environmental Compliance Manager, L/E WWTP
	Chong Woo	Engineering/Maintenance Manager, L/E WWTP
	Jonathan Bridges	Industrial Pretreatment Administrator, L/E WWTP
	Cindy Goodburn	Business Services Manager, L/E WWTP
Guests:	Scott Morse	Platte Canyon Water and Sanitation District
	Sarah Reeves	Brown and Caldwell

SECTION III - TOPICS FOR DISCUSSION AND OR ACTION

1. Flows and Loadings

Stu Fonda reported that the measured flow to the Littleton/Englewood WWTP averaged 20.7 mgd in May, which is a decrease of 0.3 from April. The measured flow split was 44.9 /55.1 between the cities of Littleton and Englewood.

ACTION TAKEN – None.

2. Compliance Reports

Stu Fonda reported that, in May, effluent quality had a 30-day average of 2 mg/L CBOD₅, 2 mg/L suspended solids, and 1.6 mg/L ammonia as nitrogen. All permit levels were met.

ACTION TAKEN – None.

Gary Sears and Michael Penny attended the Colorado Municipal League meeting the week of June 18. The Committee discussed nutrients and nutrient trading. Michael and Stu requested a presentation be prepared for the Councils.

ACTION TAKEN – Michael Penny moved that the Supervisory Committee approve future funding for the Colorado Nutrient Coalition. Gary Sears seconded the motion, and it carried unanimously.

8. Site Security System Upgrade

Cindy Goodburn reported that the site security system that controls cameras, gate access and panic alarms has experienced a server failure, and needs to be replaced, and that other system components and software should be updated. The software and hardware have not been updated since installation in 2003. The upgrade would allow installation of additional cameras and better functionality.

Cindy obtained a proposal from Simplex-Grinnell in the amount of \$41,540, which includes software with licenses and one year warranty, software implementation, hardware with warranty, hardware installation, and system training.

Cindy discussed the site security system with the City IT director and he is in concurrence with the upgrade. The system that the City is installing is a camera system only and does not have the other built in security/ safety features that the L/EWWTP system has.

ACTION TAKEN – Gary Sears moved that the Supervisory Committee approve a professional services agreement with Simplex-Grinnell in the amount not to exceed \$41,540. Michael Penny seconded the motion, and it carried unanimously.

9. Long-Range Master Plan Update

Chong Woo presented the Committee with a list of four engineering consultants. The Committee discussed the selection process and agreed to conduct interviews. Rick Kahm and Charlie Blosten will take part in the interview process. The Committee would like Statements of Qualifications and a cost range from each consultant.

ACTION TAKEN – None.

~~10. Building Space Needs – Office Trailer Project Update~~

Chong Woo reported that the staff has contacted several engineering firms in Littleton and Englewood and made requests for proposals. Only one engineering firm responded, J.F. Sato and Associates. Based on the company profile and project references, staff believes they have the requisite qualifications to perform the work. J.F. Sato's proposal also includes sub-consultant services from MEP Engineering (Electrical and Mechanical) and Intergroup Architects.

ACTION TAKEN – Michael Penny moved that the Supervisory Committee approve a professional services agreement with J.F. Sato and Associates in the amount not to exceed \$15,530. Gary Sears seconded the motion, and it carried unanimously.

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City of
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**MINUTES
SUPERVISORY COMMITTEE MEETING
August 7, 2012
2:00 p.m.**

ATTENDING:	Michael Penny	Littleton City Manager
	Charlie Blosten	Littleton Public Service Director
	Gary Sears	Englewood City Manager
	Rick Kahm	Englewood Public Works Director
	David Robbins	Hill & Robbins, P.C.
	Stu Fonda	Englewood Utilities Director
	Dennis Stowe	Manager, L/E WWTP
	Chong Woo	Engineering/Maintenance Manager, L/E WWTP
	Jonathan Bridges	Industrial Pretreatment Administrator, L/E WWTP
	Jim Tallent	Treatment Division Manager, L/E WWTP
Guests:	Scott Morse	Littleton Public Service Director
	Mary Gearhart	Brown & Caldwell
	Kirsten Crawford	Littleton City Attorney

SECTION III - TOPICS FOR DISCUSSION AND OR ACTION

1. Flows and Loadings

Stu Fonda reported that the measured flow to the Littleton/Englewood WWTP averaged 20.8 mgd in July, which is no change from June. The measured flow split was 44.4 /55.6 between the cities of Littleton and Englewood.

ACTION TAKEN – None.

2. Compliance Reports

Stu Fonda reported that, in July, effluent quality had a 30-day average of 2 mg/L CBOD₅, 2 mg/L suspended solids, and 1.2 mg/L ammonia as nitrogen. All permit levels were met.

No spills occurred at the Littleton/Englewood Wastewater Treatment Plant in July 2012.

ACTION TAKEN – None.

10. Methanol Piping Modifications Project – Status Update

Chong Woo reported that the Notice to Proceed was issued to the contractor, High Plains Industrial (HPI), on July 26, 2012. Construction activities are scheduled to begin the week of August 13, 2012, beginning with the demolition of the existing methanol piping. The project is scheduled to be completed by October 15, 2012. Project notices have been coordinated with the Englewood Fire Department.

ACTION TAKEN – None.

11. Long-Range Master Plan Update Project – Status Update

Chong Woo told the Committee that The Statement of Qualifications (SOQ) for consultant services was presented to the four (4) pre-selected engineering firms on July 16, 2012. The firms include Brown and Caldwell, Carollo Engineers, CDM Smith, and CH2M HILL. The deadline to submit SOQ forms is Wednesday, August 15, 2012.

The Littleton/Englewood selection committee will review the SOQ documents and then determine the best consultant based on the selection criteria. The Committee members are Chong, Dennis Stowe, Charlie Blosten, Jim Tallent and Rick Kahm. The goal is to have a consultant recommendation by the September 2012 Supervisory Committee Meeting.

ACTION TAKEN – None.

~~**12. Building Space Needs – Office Trailer Project Update**~~

Chong Woo said that the design portion of the project is underway by J.F. Sato and Associates. Staff members expect to bid the construction phase in October 2012, with work commencing in December 2012. The project is on track, with the revised schedule calling for completion in April 2013.

ACTION TAKEN – None.

13. Exterior Repairs Project (Building 4, 9, 10, 13) – Status Update

Chong Woo reported that the Notice to Proceed was issued to Calahan Construction Services on June 5, 2012. The project has been underway for eight weeks.

ACTION TAKEN – None.

14. Administration Roof Replacement Project – Status Update

Chong Woo told the Committee that the design and technical specification portion of this will go out for bid August 9. He expects to recommend an award of contract during the September 2012 Supervisory Committee Meeting. Construction is scheduled to be completed in November of this year.

ACTION TAKEN – None.

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*City of
Littleton*



*City of
Englewood*

**MINUTES
SUPERVISORY COMMITTEE MEETING
April 18, 2013
9:00 a.m.**

ATTENDING:

Michael Penny	Littleton City Manager
Gary Sears	Englewood City Manager
Rick Kahm	Englewood Public Works Director
Charlie Blosten	Littleton Public Service Director
Jennifer Hunt	Hill & Robbins, P.C.
David Robbins	Hill & Robbins, P.C.
Dennis Stowe	Manager, L/E WWTP
Chong Woo	Engineering/Maintenance Manager, L/E WWTP
Jonathan Bridges	Industrial Pretreatment Administrator, L/E WWTP
Jim Tallent	Treatment Division Manager, L/E WWTP
Cindy Goodburn	Business Services Manager, L/E WWTP

Guests:

Scott Morse	Platte Canyon Water & Sanitation District
Mary Gearhart	Brown & Caldwell
Sarah Reeves	Brown & Caldwell

SECTION III - TOPICS FOR DISCUSSION AND OR ACTION

1. Flows and Loadings

Dennis Stowe reported that the measured flow to the Littleton/Englewood WWTP averaged 20.5 mgd in March, which is an increase of 0.6 from February. The measured flow split was 45.4 /54.6 between the cities of Littleton and Englewood.

ACTION TAKEN – None.

2. Compliance Reports

Dennis Stowe reported that, in March, effluent quality had a 30-day average of 2 mg/L CBOD₅, 2 mg/L suspended solids, and 1.9 mg/L ammonia as nitrogen. All permit levels were met.

No spills occurred at the Littleton/Englewood Wastewater Treatment Plant in March 2013.

ACTION TAKEN – None.

Mary discussed the Bench Test Study on phosphorous and ammonia conducted by Greg Farmer to determine if Littleton/Englewood is able to meet the Regulation. 85, 1.0 mg/l limit of phosphorous and the 15 mg/l for TIN with the current treatment process. The jar testing demonstrated that either ferric chloride or ferric sulfate will meet the limits for removal of phosphorous at the primary clarifiers, although ferric chloride was somewhat more effective. It was determined that the plant has the required equipment and treatment capacity to meet the 15 mg/l TIN rolling annual median at the current flow; however, the denitrification filters will need to be in denitrification mode year-round, at an additional methanol cost of \$130,000 annually. Mary will send a brief, easy-to-understand memo for the City Councils that summarizes the positive outcomes of the bench study.

The Barr Milton draft TMDL has been returned by the state; it is expected to be approved, but the timeline is not known.

ACTION TAKEN – None.

8. Building 5 10 13 Roof Replacement Project – Design and Inspection Services

Chong Woo reported that this portion of the roofing project involves contracting the design and inspection services. The design scope will consist of preparing detail drawings, product specifications, construction specifications, cost estimating, and bid evaluations. Inspection services will consist of providing expert visual inspection of installations, details, and other construction activities to ensure conformance to plans and specifications.

Of the three firms submitting quotes, TechniScan had the lowest bid at \$10,950. TechniScan has completed successful past projects with the L/E WWTP, and staff is confident in TechniScan's ability to perform the work and provide the necessary management and technical skills to complete the project. The amount is available in the 2013 budget.

ACTION TAKEN – Charlie Blosten moved that the Supervisory Committee approve a professional services agreement with TechniScan in the not to exceed amount of \$10,950 for the Building 5 10 13 Roof Replacement Project. Michael Penny seconded the motion, and it carried unanimously.

9. (A) Building Space Needs – Pre-Manufactured Building Contract Award

Chong Woo reminded the Committee that in 2012, the Supervisory Committee approved the recommended action to pursue a 10-year lease to purchase option for new office trailers (pre-manufactured building). At the time, and based on initial estimates, the 10-year lease to purchase option presented the lowest net present value cost.

The Bid Opening was conducted on April 10, 2013. Bids were received from Mobilease Modular Space Inc. (\$318,500) and Williams Scotsman (\$403,743). Although their bid price of \$3,590/month is slightly above the plant's original estimate of \$3,000/month, Mobilease Space has submitted no No-Front costs for the installation, deliver or setup. Mobilease's bid was responsive and complete. Their relevant experience includes providing modular buildings for school districts and medical facilities. Reference checks were verified, with all providing excellent responses.

Following Supervisory approval, Chong anticipates seeking approval from the Englewood City Council during the May 6, 2013 meeting. Final completion is scheduled for September 2013.

ACTION TAKEN – Gary Sears moved that the Supervisory Committee approve a contract with Mobilease Modular Space to construct a pre-manufactured building for the Building Space Project. The contract terms consist of a 10-year lease to purchase agreement, \$3,590/month, for a total amount of \$430,867. The yearly lease payments have been budgeted for 2013 and will be budgeted for subsequent years. Charlie Blosten seconded the motion, and it carried unanimously.

9. (B) Building Space Needs – Construction Contract Award

Chong Woo explained that the Building Space Needs – Construction Contract will be conducted concurrent to the Pre-Manufactured Building Contract. The Construction Contract portion will construct the necessary building foundation and perform utility installations to accept the pre-manufactured building. Additionally, site civil work will be conducted to include paving and grading, and landscaping.

The Bid Opening was conducted on April 10, 2013. Three (3) bids were received with lump sum pricing: Berville, Inc. (\$144,600); Casey's Construction, LLC (\$181,040); Basset and Associates, Inc. (\$213,600). Although the apparent low bidder, Berville's bid was dismissed for incompleteness and lack of information available. As the next low bid, Casey's Construction bid was responsive and complete. The company is based in Denver, Colorado and specializes in civil site work, utility installations, and foundation construction. Three references responded with excellent satisfaction.

The electrical component for this Contract will be conducted through Arens Electric, Inc. Arens Electric is a family owned and operated Englewood company that has been serving the Front Range area for more than 28 years. Arens Electric is a Gold Star Certified member of the Better Business Bureau and a member of the Independent Electrical Contractors Association.

Chong explained that, although the Bid price is higher than the original estimate, the project scope of work required modification of the electrical component, which was not in the original estimate. The amount is available in the 2013 Budget.

Following Supervisory Committee approval, Chong anticipates seeking approval from the Englewood City Council during the May 6, 2013 Meeting. Final Completion is scheduled for September 2013.

ACTION TAKEN – Gary Sears moved that the Supervisory Committee approve a construction contract with Casey's Construction, LLLC, as the lowest responsive bidder, in the amount of \$181,040 for the Building Space Project. Michael Penny seconded the motion, and it carried unanimously.

10. Building Space Needs – Office Trailer Project Xcel Easement Agreement

Chong Woo said natural gas heating will be provided for the pre-manufactured office trailer building; there is currently no natural gas service in the proposed area of the building. The existing trailers are heated via electric power. Natural gas will provide a lower economic impact compared to electric energy. In addition, natural gas equipment will allow standardization to the other buildings within the facility.

Xcel Energy (Public Service Company of Colorado) has prepared a Grant of Easement. The easement is 30 feet wide by approximately 500 feet in length. The easement will contain a 2-inch underground gas main with a 1.25-inch gas service.

Supervisory Committee Meeting
March 18, 2013
Page five

David Robbins noted that the contract will require reversionary language, and asked that a copy be sent to Jennifer Hunt and/or the City of Englewood for review. The contract will also need to go to the Littleton City Council, and Chong will send relevant information to Charlie Blosten.

ACTION TAKEN – Gary Sears moved that the Supervisory Committee approve a Grant of Easement to Public Service Company of Colorado to install an underground gas line located within the Littleton/Englewood WWTP. Charlie Blosten seconded the motion, and it carried unanimously.

11. Lighting Replacement Project – Status Update

Chong Woo said that the Lighting Replacement Project consists of replacing aged and energy-intensive fixtures with newer and more energy-efficient fixtures over the next three years. Staff prepared three (3) design alternatives which include replacement utilizing primarily 1) fluorescent, 2) LED technologies, or 3) LED technology w/out one-half of digester complex. The alternatives were reviewed and compared using simple payback and net present values.

After discussion, Committee members expressed support for the second alternative – LED technologies. Gary Sears expressed some concern about going over budget.

ACTION TAKEN – Gary Sears moved that the Supervisory Committee support Littleton/Englewood proceeding with the LED technology option for the Lighting Replacement Project, with the caveat that a plan will be presented that is more within budget. Michael Penny seconded the motion, and it carried unanimously.

12. Bennett-Kiowa Farm Listing

Jim Tallent noted that the listing for the Bennett-Kiowa farm site expired last year. The realtor has suggested re-listing the property at \$2,500 per acre (\$2,367,500), and dividing the property into three parcels to make it more saleable. The Committee members agreed to leave the property as is, for now, and consider re-listing when prices are higher.

ACTION TAKEN –None.

13. NACWA Excellence in Management Award

Jim Tallent informed the Committee that Littleton/Englewood has submitted an application to NACWA seeking Platinum recognition through its Excellence in Management Program.

ACTION TAKEN –None.

14. Hill & Robbins Report

Jennifer Hunt's comments appear elsewhere in this report.

ACTION TAKEN – None.

15. Schedule for the Next Supervisory Committee Meeting

The next Supervisory Committee meeting is scheduled for Thursday, May 16, 2013, 9:00 a.m., at the Littleton/Englewood Wastewater Treatment Plant.

Adjourned 10:05 a.m.

COUNCIL COMMUNICATION

Date June 17, 2013	Agenda Item 11 c i	Subject Building Space Project – Award of Construction Contract
INITIATED BY Littleton/Englewood WWTP Supervisory Committee	STAFF SOURCE Stewart H. Fonda, Director of Utilities Chong Woo, Engineering/Maintenance Manager	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approval of the 2013 Littleton/Englewood Wastewater Treatment Plant (L/E WWTP) Capital Infrastructure Budget.

RECOMMENDED ACTION

The recommended action is to approve, by Motion, a construction contract to construct a building foundation, install utilities (electrical and mechanical), and perform paving, grading, and landscaping for the Building Space Project located at the Littleton/Englewood WWTP. Staff recommends awarding the contract to the lowest responsive bidder, Casey's Construction LCC, in the amount of \$181,040. The construction is necessary to install a pre-manufactured building (conducted under a separate contract).

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2008, with continuing staff growth and limited available space, the L/E WWTP took possession of temporary construction trailers. The trailers had been onsite from the onset of the Phase 2 Expansion Project (2004-2008) and were used by the construction contractor.

At the present time the trailers fill our immediate need for staff and storage space. However, the trailers do not meet the City of Englewood Building Code (at the time 2006 International Building Code). The Building Department has issued a temporary permit to allow the trailers so that staff could prepare alternative solutions.

In 2011, the L/E WWTP completed a Building Needs Assessment. The Assessment focused on the administration building and the needs for staff personnel space, storage space, filing and record keeping, and maintenance activities. In lieu of expending capital for a building expansion, it was recommended to pursue other alternatives.

In 2012, staff presented various options, including the lease of a new code compliant pre-manufactured building, purchase of a new pre-manufactured building, and off-site office rental. Based on our analysis and review with the City Finance Department, Building Department, and City Attorney's Office, an outright purchase option was selected as the best option.

This project provides space for the Industrial Pretreatment staff and accommodates Pretreatment staff growth for the next 10 years. This project does not address any of the other space needs identified in the 2011 Needs Assessment.

A total of three (3) Bids were received. The Bid Opening was conducted on April 10, 2013, with the following base bid results:

Berville, Inc.	Casey's Construction, LLC	Basset and Associates, Inc.
\$ 144,600	\$ 181,040	\$ 213,600

Berville, Inc. was identified as the apparent low bidder. However, upon further review, Berville's bid was dismissed for the following:

- Berville failed to submit relevant work experiences and project references as requested by the City of Englewood standard Initiation to Bid Statement of Qualifications Form, Question 13.
- Berville failed to provide a Health and Safety Program.
- Berville failed to provide sub-contractor information. A major component of the project consists of connection of a new electrical service to an existing main switchgear. A qualified and competent contractor is necessary for the tie-ins, installation of an underground ductbank, and providing a control panel and breaker.

Numerous attempts were made with the Owner to obtain the above required information. However, only one reference contract was provided and as of the date of our approval with the Littleton/Englewood WWTP Supervisory Committee, the reference contact had not returned our phone call.

Berville, Inc. did not present itself as an active, competent contractor, capable of performing the scope of work for this project. The Bid could not be reviewed based on its incompleteness and lack of information provided.

Casey's Construction, LLC was the next low bid. Based on our review, Casey's Bid is responsive and complete. Casey's Construction is a Denver, Colorado based industrial construction company. The firm was founded in 2001 and specializes in civil site work, utility installations, and foundation construction. Submitted reference projects include general construction experience with contracts of similar scope (shopping centers, condominiums, restaurants). References responded with excellent satisfaction with the quality of the work as well as with general project performance.

The electrical component for this Contract will be conducted through Arens Electric, Inc. Arens Electric is a family owned and operated company that has been serving the Front Range area for more than 28 years. The company is located in Englewood, Colorado. Arens Electric is a Gold Star Certified member of the Better Business Bureau and a member of the Independent Electrical Contractors Association.

We anticipate the Project will commence in May 2013 with Final Completion in September 2013.

FINANCIAL IMPACT

The Bid amount is included in the 2013 Capital Infrastructure Budget and will be shared 50/50 by the Cities of Englewood and Littleton.

LIST OF ATTACHMENTS

Bid Tabulation Sheet
Contract

City of Englewood Bid Tabulation Sheet

Bid Opening: Wednesday, April 10, 2013 2:00 PM MDT

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ITEM: ITB-13-003 Foundation and Civil Works for Pre-Manufactured Office Building

Contractor	Receipt of Addendums 1&2 Y/N	Bid Bond Y/N	Statement of Qualifications Y/N	Total Bid	Exceptions:
Berville, Inc.					
Paul Gidlund - President					
322 Berthoud Way					
Golden, CO 80401					
(720) 350-1700	Y	Y	Y	\$144,600.00	
Casey's Construction, LLC					
Denis Casey - Owner					
1418 Clermont St					
Denver, CO 80220					
(720) 427-1392	Y	Y	Y	\$181,040.00	
Bassett and Associates, Inc.					
Mike Langlett - Project Manager					
7076 S Alton Way, Bldg C					
Centennial, CO 80112					
(303) 792-2132	Y	Y	Y	\$213,600.00	

CONTRACT

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this ____ day of _____, 20__, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and Casey's Construction, LLC, whose address is 1418 Clermont Street, Denver, CO 80220, ("Contractor"), commencing on the ____ day of _____, 20__, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: Building Space Project
Foundation and Civil Works for Pre-Manufactured Office Building

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

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

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

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

- Invitation to Bid
- Contract (this instrument)
- Insurance
- Performance Payment Maintenance Bond
- Technical Specifications
- Drawings sheets
- Spill Control, Management and Clean-up Document

- B. Scope of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all the work described, drawn, set forth, shown and included in said Contract Documents.
- C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within ten (10) days from being notified to commence work by the Director of Utilities and agrees to fully complete said work within one hundred and twenty (120), plus such extension or extensions of time as may be granted by the Director of Utilities, in accordance with the provisions of the Contract Documents and Specifications.
- D. Indemnification: The city cannot and by this Agreement/Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity, for any purpose. The Contractor shall defend, indemnify and save harmless the City, its officers, agents

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

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

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

- G. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being One Hundred Eighty One Thousand Forty Dollar (\$ 181,040.00).
- H. Appropriation of Funds: At present, **\$ 181,040.00** has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, the parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement/Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated. The City shall immediately notify the Contractor or its assignee of such occurrence in the event of such termination.
- I. Assignment: Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited

by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.

- J. **Contract Binding:** It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.
- K. **Contractors Guarantee:** The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of one (1) year from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of Utilities whose decision upon the matter shall be final and obligatory upon the Contractor.

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

- (a) **Employees, Contractors and Subcontractors:** Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]
- (b) **Verification:** Contractor will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7) respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract. Contractor is prohibited from using the E-Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.
- (c) **Duty to Terminate a Subcontract:** If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:
- (1) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (2) terminate the sub-contract with the subcontractor if, within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with the illegal alien.
- (d) **Duty to Comply with State Investigation:** Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation by that the Department is undertaking pursuant to C.R.S. 8-17.5-102 (5).
- (e) **Damages for Breach of Contract:** The City may terminate this contract for a breach of contract, in whole or in part, due to Contractor's breach of any section of this paragraph or provisions required pursuant to C.R.S. 8-17.5-102. Contractor shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph.

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

CITY OF ENGLEWOOD

By: _____

Date: _____

ATTEST: _____

City Clerk

Casey Construction
Contractor (print company name)

By: .

Date: 5/8/13

Catherine Lopez Project Administrator
(Print name and Title)

STATE OF Colorado)

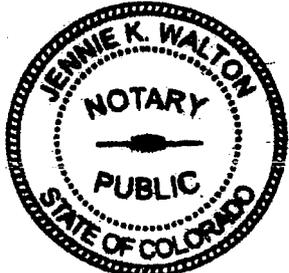
COUNTY OF Wapahoe) ss.

____ day of May, 2013, before me personally appear
own to me to be the Project Administrator

Casey Construction, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

My commission expires September 7, 2014



COUNCIL COMMUNICATION

Date June 17, 2013	Agenda Item 11 c ii	Subject Building Space Project - Purchase of Pre-manufactured Building
INITIATED BY Littleton/Englewood WWTP Supervisory Committee		STAFF SOURCE Stewart H. Fonda, Director of Utilities Chong Woo, Engineering/Maintenance Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approval of the 2013 Littleton/Englewood Wastewater Treatment Plant (L/E WWTP) Capital Infrastructure Budget.

RECOMMENDED ACTION

The recommended action is to approve, by Motion, the Purchase, Delivery and Installation of a Pre-manufactured Building for the Building Space Project located at the Littleton/Englewood WWTP. Staff recommends awarding the Purchase to the lowest responsive bidder, Mobilease Modular Space Inc., in the amount of \$354,640.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2008, with continuing staff growth and limited available space, the L/E WWTP took possession of temporary construction trailers. The trailers had been onsite from the onset of the Phase 2 Expansion Project (2004-2008) and were used by the construction contractor.

At the present time the trailers fill our immediate need for staff and storage space. However, the trailers do not meet the City of Englewood Building Code (at the time 2006 International Building Code). The Building Department has issued a temporary permit to allow the trailers so that staff could prepare alternative solutions.

In 2011, the L/E WWTP completed a Building Needs Assessment. The Assessment focused on the administration building and the needs for staff personnel space, storage space, filing and record keeping, and maintenance activities. In lieu of expending capital for a building expansion, it was recommended to pursue other alternatives.

In 2012, staff presented various options, including the lease of a new code compliant pre-manufactured building, purchase of a new pre-manufactured building, and off-site office rental. Based on our analysis and review with the City Finance Department, Building Department, and City Attorney's Office, an outright purchase option was selected as the best option.

This project provides space for the Industrial Pretreatment staff and accommodates Pretreatment staff growth for the next 10 years. This project does not address any of the other space needs identified in the 2011 Needs Assessment.

Two proposals were received, with the following base results:

	Mobilease Modular Space Inc.	Williams Scotsman, Inc.
Purchase Price	\$ 354,640	\$ 332,127

Williams Scotsman was identified as the apparent low bidder. However, Williams Scotsman rejected the City standard purchase order agreement and as a result Williams Scotsman's proposal was deemed non-responsive and subsequently dismissed.

Mobilease Modular Space was the next low bid. Mobilease Modular Space has accepted the City standard purchase order agreement and based on our review, Mobilease's bid is responsive and complete. Mobilease Modular Space is based in New Jersey, however has offices in Texas and Colorado. Relevant experience includes school districts, industrial applications, and medical facilities. Reference checks provided excellent responses with both the quality of the product as well as project performance.

We anticipate the Project will commence in June 2013 with Final Completion in November 2013.

FINANCIAL IMPACT

The Bid amount is included in the 2013 Capital Infrastructure Budget and will be shared 50/50 by the Cities of Englewood and Littleton.

LIST OF ATTACHMENTS

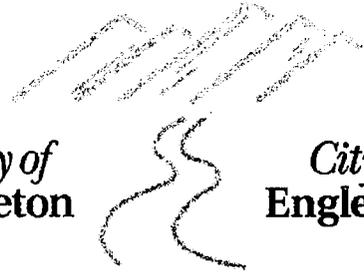
Purchase Order Acceptance Letter

**LITTLETON/ENGLEWOOD
WASTEWATER TREATMENT PLANT**

2900 S. Platte River Drive
Englewood, Colorado 80110
(303) 762-2600
FAX 762-2620

City of
Littleton

City of
Englewood



June 5, 2013

Mr. Mark Vagle
Mobilease Modular Space, Inc.
600 Strada Circle, Suite 216
Mansfield, TX 76063

RE: City of Englewood ITB-13-002, Amended Lump Sum Purchase Proposal Request

Dear Mr. Vagle:

There has been some confusion regarding the Amended Request for the purchase of the Littleton/Englewood WWTP Pre-Manufactured Office Building. The purpose of this letter is to clarify your proposal.

You have quoted Three Hundred Fifty Four Thousand Six Hundred Forty Dollars (\$354,640), for the City to purchase the structure. The terms and conditions under which the City will buy the structure are those which are listed in the City's standard purchase order, attached hereto. No other conditions are acceptable to the City.

If this offer under these terms and conditions is still acceptable to you, please sign below and return an original to Mr. Chong Woo, 2900 S. Platte River Drive, Englewood, CO 80110 via U.S. Mail. Additionally, please send a signed copy by either fax (303-762-2620) or email (cwoo@englewoodgov.org) by Thursday, June 6, 2013, 5:00pm MDT.

Engineering/Maintenance Manager

CW/ca

On behalf of my company Mobilease Modular Space, Inc., I confirm that our quoted amount, subject to the City's standard purchase order, remains an open offer through June 18th 2013.

6/5/13
Date

MARK A. VAGLE
(Print Name)

Attachment

**CITY OF ENGLEWOOD PURCHASE ORDER
CONDITIONS OF PURCHASE**

1. **ACCEPTANCE.** This Purchase Order can be accepted only on the conditions set forth herein. Vendor shall be bound by this Purchase Order upon Vendor commencing performance. City shall be bound by this Purchase Order only upon receipt of the materials or services as identified on the Purchase Order executed by Vendor. The Conditions of the Purchase Order shall be the exclusive agreement between City and Vendor with respect to the material/services ordered hereunder. In no event shall any modification be effective or different terms be imposed by the terms and conditions of any acknowledgement order or other form submitted by Vendor. Materials/services which are accompanied or preceded by documents which attempt or purport to change or modify the "Conditions of Purchase" incorporated by reference into each and every Purchase Order shall at City's option, be treated as unsolicited goods/services.
2. **PRICES.** Vendor shall not provide the materials/services ordered under this Purchase Order at prices higher than those specified herein.
3. **INVOICES.** Payment of invoice shall not constitute acceptance of the material and shall be subject to adjustments for errors, shortages, defects in the material or other failure of Vendor to meet the requirements of this Purchase Order.
4. **CASH DISCOUNTS.** Time in connection with any discount offered will be computed from the date of actual delivery at City's specified location, or the date and invoice conforming with Paragraph 3 is received, whichever is later.
5. **TAXES.** The City of Englewood is exempt from Federal and State taxes and will provide the required exemption certificates.
6. **OVERSHIPMENTS.** City shall pay only for maximum quantities ordered. Vendor shall pay return shipping charges for excess quantities delivered to City.
7. **PACKING AND SHIPMENT.** Vendor shall mark all containers with necessary lifting, handling and shipping information as well as purchase order numbers, date of shipment and the names of the consignee and consignor. An itemized packaging sheet must accompany each shipment unless otherwise specified. No partial or complete delivery shall be made hereunder prior to the date or date or dates shown without prior written consent of the City.
8. **MSDSs.** An appropriate Material Safety Data Sheet ("MSDS") and labeling, as and if required by law will precede or accompany each shipment. Further, Vendor shall send to City updated MSDSs and labeling by law.
9. **F.O.B. POINT.** The price includes delivery of the material F.O.B., freight and cartage prepaid at City's designated location(s) unless otherwise specified.
10. **WARRANTIES.**
 - a. Vendor warrants that all material delivered hereunder shall comply fully with the requirements of this Purchase Order. Vendor further warrants that all material purchased hereunder shall be of merchantable quality, new and unused (unless specified in this Purchase Order), and shall be fit and suitable for the intended use by the City. The foregoing warranties shall constitute conditions and are in addition to all other warranties, whether expressed or implied, and shall survive any delivery, inspection, acceptance or payments by the City. City approval of Vendor material or design shall not relieve Vendor of the warranties set forth in this clause.
 - b. If any material delivered hereunder does not meet the warranties specified herein or otherwise applicable, City may elect any or all remedies at law, in equity or under this Purchase Order and the election of a remedy shall not be deemed exclusive. Vendor agrees to defend and indemnify City against all damages occasioned by or arising as a consequence of any breach of the warranties set forth herein, including injuries to employees and other persons and the cost of replacing City materials which may be damaged or rendered defective by materials furnished or work done in breach of such warranties.
 - c. Vendor warrants to City that all material furnished to City hereunder shall conform to and comply with all applicable requirements of the Occupational Safety and Health Act of 1970 and Toxic Substances Control Act of 1976. Vendor agrees to defend and indemnify the City against danger or liability occasioned by or arising as a consequence of any breach of the warranties of this paragraph.
11. **INSPECTION.**
 - a. All material purchased hereunder shall be subject to inspection and test by City to the extent practicable at all times and places including the period of manufacture and, in any event prior to final acceptance. If inspection or test is made by City on Vendor's premises, without additional charge, Vendor shall provide all reasonable facilities at any time during business hours either announced or unannounced. No inspection or test made prior to final inspection and acceptance shall relieve Vendor from responsibility for defects or other failure to meet the requirements of this Purchase Order. Notwithstanding any prior inspections or payments made hereunder by City, all material shall be subject to final inspection and acceptance at City's location within a reasonable time after delivery.
 - b. In the event any material is found defective or not in conformity with City specifications per the requirements of this Purchase Order prior to final inspection. City shall have the right either to reject the material and require Vendor to replace it within the delivery schedule or accept it with an adjustment in price, all at the expense of Vendor, including any transportation and handling costs. If Vendor fails to replace or correct material which has been rejected or required to be corrected within the delivery schedule, or the City rejects material at final inspection as not conforming to this purchase order, City may: (a) replace or correct such material and charge vendor with the expense incurred thereby, or (b) cancel this Purchase Order and cancel any outstanding deliveries hereunder, without prejudice to City's rights to claim damages or to enforce any other remedy provided by law. Nonconforming material may be returned at Vendor's expense, including any transportation and handling costs.
12. **DELIVERY.** Time is of the essence, if any shipment is made which is not in all respects in accordance with the provisions of this Purchase Order (including time of shipment or delivery), City reserves the right without liability to reject such delivery and, if City so elects, City may treat this Order as repudiated by Vendor and cancel any outstanding deliveries hereunder, without prejudice to City's rights to claim damages or to enforce any other remedy provided by law. All expenses for transportation and storage, shall be borne by Vendor.
13. **TERMINATION.** City may, at any time, terminate this Purchase Order, in whole or in part by written notice, or verbal notice confirmed in writing. If City terminates this Purchase Order prior to City's receipt of the materials purchased hereunder, and if such termination is based solely on City's convenience, then Vendor shall be entitled only to any shipping and handling costs engendered by this Purchase Order prior to City's termination hereof. If there is a cancellation by City occasioned by Vendor's breach of any condition hereof, including breach of warranty, or by Vendor's delay, except delay due to considerations beyond the Vendor's control and without Vendor's fault or negligence, Vendor shall not be entitled to any claim of costs and City shall have against Vendor all remedies provided by law and equity. In no event and under no circumstances shall Vendor have any rights to claim from City consequential or indirect damages (including lost profits) hereunder or otherwise.
14. **TITLE.** The property or title to it, and the risk of loss of materials purchased under this Purchase Order, shall remain in Vendor and not transfer to City until such materials are delivered and unloaded at the F.O.B. point specified in the Purchase Order. Further, Vendor shall defend and indemnify City against any damages caused or engendered by, or traceable to, materials purchased hereunder (whether or not hazardous), or the transportation or handling thereof, prior to the completion of unloading and acceptance by the City at City's location.
15. **WAIVER.** The failure of City to enforce at any time any of the provisions of this Purchase Order, or exercise any election or option provided herein, or to require at any time performance by Vendor of all of the provisions hereof, shall in no way be construed to be a waiver of such provisions and shall not affect the right of the City thereafter to enforce each and every provision.
16. **CHANGES.** City shall have the right to make, from time to time and without notice to any sureties or assignees, changes as to packing, testing, destinations, specifications, designs and delivery schedules, but no additional charges shall be allowed unless authorized in writing by City. If such changes affect the amount to be paid by City, Vendor shall notify City immediately and negotiate an adjustment.
17. **ASSIGNMENT, SUBCONTRACTING.** Vendor shall not assign this Purchase Order or any part thereof, or subcontract or delegate any performance hereunder without first obtaining City's written consent.
18. **PATENT INFRINGEMENT.** Vendor shall, at its own expense, defend and indemnify City and its employees with respect to any and all claims that the material furnished by Vendor under this Purchase Order infringes upon any United States Letters Patent, or any other proprietary rights and with respect to any and all suits, controversies, demands and liabilities arising out of such claims, provided that the foregoing shall not apply to any infringement claim necessarily resulting from Vendor's adherence to written specifications or drawings submitted by City.
19. **LABOR.** If this Purchase Order covers the performance of labor on Vendor or City's premises, Vendor agrees to defend and indemnify City against all damages for injury to any person or property arising out of the performance of this Order. Vendor also agrees, if requested, to furnish City with a certificate from Vendor's insurance carriers showing that it carries adequate Workers' Compensation (if Vendor is a self-insurer, it shall arrange to have the Department of Labor or other appropriate agency furnish a certificate of same to City) public liability, and property damage insurance, all amounts required by the City as an additional insured and showing the amount of coverage, number of policy and date of expiration.
20. **EXCUSABLE DELAYS.** If Vendor should be unable to meet all of its delivery commitments for the material ordered herein as it becomes due, Vendor shall not discriminate against City or in favor of any other customer in making deliveries of such material. If City believes that the delay or anticipated delay in Vendor's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operation, City may at its option and without liability to Vendor cancel outstanding deliveries hereunder wholly or in part.
21. **APPLICABLE LAW.** This Purchase Order shall be governed by, subject to, and construed in accordance with the laws of the State of Colorado. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made a part of this Purchase Order by its express terms.
22. **COMPLIANCE WITH LAWS.** Vendor shall in the performance of this Purchase Order comply with all laws, ordinances, rules and regulations, federal state and local, applicable thereto.
23. **EQUAL EMPLOYMENT OPPORTUNITY.** The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and will comply with the Americans with Disabilities Act.
24. **ENTIRE AGREEMENT.** This Purchase Order represents the entire understanding as of the effective date hereof between the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, understandings, representations, statements and writings between the parties relating thereto. No modification, alteration, waiver or change in any of the terms of this Purchase Order shall be valid or binding upon the parties hereto unless made in writing and duly executed by each of the parties hereto.
25. **VERIFICATION OF COMPLIANCE WITH C.R.S. 8-17.5-101 ET.SEQ. REGARDING HIRING OF ILLEGAL ALIENS**
 - a. Employees, Contractors and Subcontractors: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a sub-contractor that fails to certify to the Contractor that the sub-contractor will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]
 - b. Verification: Contractor will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7) respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. Contractor is prohibited from using the E-Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.
 - c. Duty to Terminate a Subcontract: If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:
 - (1) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (2) terminate the subcontract with the subcontractor if, within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor had not knowingly employed or contracted with the illegal alien.
 - d. Duty to Comply with State Investigation: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation by that the Department is undertaking pursuant to C.R.S. 8-17.5-102 (5).
 - e. Damages for Breach of Contract: The City may terminate this contract for a breach of contract, in whole or in part, due to Contractor's breach of any section of this paragraph or provisions required pursuant to C.R.S. 8-17.5-102. Contractor shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph.

COUNCIL COMMUNICATION

Date: June 17, 2013	Agenda Item: 11 c iii	Subject: A Resolution for a Moratorium on the enforcement of Residential Fire Sprinkler Systems
Initiated By: Fire Department/Division of Building and Safety		Staff Source: Lance Smith, Chief Building Official

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The resolution for waiving the requirement for Residential Fire Sprinkler Systems was reviewed by City Council at the May 7, 2012 Study Session.

RECOMMENDED ACTION

Staff requests City Council approve a moratorium on the enforcement of Residential Fire Sprinkler Systems as required in the 2012 International Residential Code Section R313.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The 2012 IRC was adopted in July 2012. Included in this code were requirements for Fire Sprinkler Systems in one and two-family residential occupancies. Early surveys indicated support for these requirements in Denver and other surrounding jurisdictions causing the Building Division to recommend adopting the 2012 IRC.

As surrounding jurisdictions adopted codes, fire sprinkler requirements were omitted from the 2012 IRC. By removing this requirement, the City will remain consistent with these jurisdictions but still provide contractors/homeowners guidance should they choose to install fire sprinklers.

On the June 17, 2013 City Council meeting agenda, Council is also being asked to consider Council Bill No. 18, which would adopt an amendment to the 2012 International Building Code to remove the requirement of sprinkler systems in residential construction. Assuming City Council approves Council Bill No. 18, this proposed moratorium will suspend the requirements contained in the 2012 International Building Code until the exclusion goes into effect.

FINANCIAL IMPACT

There will be no financial impact

LIST OF ATTACHMENTS

Resolution

RESOLUTION NO. _____
SERIES OF 2013

A RESOLUTION RECOMMENDING TO THE CITY MANAGER OF THE CITY OF ENGLEWOOD, COLORADO THE SUSPENSION OR MORATORIUM ON THE ENFORCEMENT OF SECTION R314 OF THE INTERNATIONAL RESIDENTIAL CODE, AS ADOPTED, RELATING TO SPRINKLERS FOR A PERIOD OF TIME NOT TO EXCEED JULY 18, 2013.

WHEREAS, the International Code as adopted, requires Fire Sprinkler Systems in one and two family residences; and

WHEREAS, the Englewood City Council wishes to amend the Code to remove this requirement to be consistent with surrounding jurisdictions; and

WHEREAS, the moratorium would temporarily stop enforcement of those sections until the amending ordinance can become effective.

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 enact a moratorium or temporary suspension on the enforcement of the Englewood Municipal Code 2000 pertaining to The International Residential Code as adopted relating to sprinklers in one and two-family residential occupancies.

Section 2. The City Council finds the provisions of this Resolution are temporary in nature and are intended to be replaced by subsequent legislative enactment so that the moratorium or temporary suspension as specified in this Resolution should terminate on July 18, 2013.

ADOPTED AND APPROVED this 17th day of June, 2013.

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 2013.

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date June 17, 2013	Agenda Item 11 c iv	Subject Collective Bargaining Agreement Between the City and the EFFA for 2014-2015
Initiated By Human Resources Department	Staff Source Sue Eaton, Director of Human Resources	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The previous Collective Bargaining Agreement with the Englewood Fire Fighters Association (EFFA) was approved by Council for 2012-2013 in August, 2011.

RECOMMENDED ACTION

Staff requests Council approval of the Collective Bargaining Agreement between the Englewood Fire Fighters Association and the City of Englewood for the years 2014 and 2015. The contract covers approximately 47 employees.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In May, 2013, the Englewood Fire Fighters Association proposed that rather than enter into negotiations with the City, that City Council consider simply extending the terms of their 2012-2013 Collective Bargaining Agreement. City Council agreed with their proposal on May 20th, 2013 and the members of the Englewood Fire Fighters Association duly ratified, by a majority vote, the Collective Bargaining Agreement.

The significant changes to the contract are as follows:

1. The contract is two years in duration.
2. No merit pay will be paid in 2014 or 2015.
3. No holiday leave cash-out will be paid in 2014 or 2015. However, employees will be paid overtime if they actually work on a City holiday and unused holiday leave (up to 96 hours) will be converted to compensatory time.
4. Wages will be increased by 1.5% on January 1, 2014.
5. Wages will be increased by the "market" amount determined by the 2014 salary survey on January 1, 2015.

FINANCIAL IMPACT

The cost of the changes to the general fund for base wages and wage associated benefits (pension and Medicare) for 2014 will be approximately \$58,042. The continuing savings generated by the benefit revisions negotiated in 2011 (elimination of holiday leave cashout and merit pay) will be approximately \$53,234. for a total cost of \$4808. The cost of the changes for 2015 cannot be quantified until the completion of the 2014 market survey. The \$53,234 savings will continue for 2015.

LIST OF ATTACHMENTS

EFFA Collective Bargaining Agreement for 2014-2015.

RESOLUTION NO. _____
SERIES OF 2013

A RESOLUTION AUTHORIZING THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE ENGLEWOOD FIREFIGHTERS LOCAL NO. 1736 AND THE CITY OF
ENGLEWOOD FOR THE YEARS 2014 AND 2015.

WHEREAS, the City Council of the City of Englewood, Colorado authorized a Collective Bargaining Agreement with the Englewood Firefighters Local No. 1736 (EFFA) for the years 2012 and 2013, by the passage of Resolution No. 74, Series of 2011; and

WHEREAS, In May of 2013 Englewood Firefighters Local No. 1736 proposed extending the terms of their current 2012-2013 contract rather than negotiating new terms; and

WHEREAS, the members of the Englewood Firefighters Local No. 1736 duly ratified, by a majority of the members, the proposed Collective Bargaining Agreement for the years 2014 through 2015; and

WHEREAS, the significant provisions in the Contract, are as follows:

- No merit pay will be paid in 2014 or 2015.
- No holiday leave cash-out will be paid in 2014 or 2015. However, employees will be paid overtime if they actually work on a City holiday and unused holiday leave (up to 96 hours) will be converted to compensatory time.
- Wages will be increased by 1.5% on January 1, 2014.
- Wages will be increased by the "market" amount determined by the 2014 salary survey on January 1, 2015.

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 Agreement between the Englewood Firefighters Local No. 1736 and the City of Englewood for the Years 2014 and 2015, attached hereto as Exhibit A.

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest the Collective Bargaining Agreement between the Englewood Firefighters Local No. 1736 and the City of Englewood, Colorado, for the years 2014 and 2015.

ADOPTED AND APPROVED this 17th day of June, 2013.

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 2013.

Loucrishia A. Ellis, City Clerk

COLLECTIVE BARGAINING CONTRACT

BETWEEN

THE ENGLEWOOD FIREFIGHTERS LOCAL 1736

AND

THE CITY OF ENGLEWOOD

FOR THE YEARS 2014 and 2015

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COLLECTIVE BARGAINING
CONTRACT BETWEEN
THE ENGLEWOOD FIREFIGHTERS LOCAL #1736
AND THE
CITY OF ENGLEWOOD
FOR THE YEARS 2014 and 2015

This contract is entered into by and between the City of Englewood (hereinafter referred to as the "City") and the Englewood Firefighters (hereinafter referred to as the "Union").

It is the purpose of this contract to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

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 under the laws of the United States, the State of Colorado and the City's Charter and Municipal Code. The rights, powers, and authority include, but are not limited to, the following:

- A. The determination of Fire Department policy including the right to manage the affairs of the Fire Department in all respects.
- B. The right to assign working hours, including overtime.
- C. The right to establish, modify or change work schedules, manning of apparatus, amount of apparatus in the main or reserve fleet, etc.
- D. The right to direct the members of the Fire Department including the right to hire, promote, transfer or discipline or discharge for cause, any firefighter within the Fire Department.
- E. The table of organization of the Fire Department including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department and the determination of job classification and ranks based upon duties assigned.
- F. The determination of the safety, health and property protection measure for the Fire Department.

- G. The allocation and assignment of work to all firefighters within the Fire Department.
- H. The determination of policy affecting the selection or training of firefighters.
- I. The scheduling of operations and the determination of the number and duration of hours of assigned duty per week.
- J. The establishment, discontinuance, modification and enforcement of Fire Department rules, regulations and orders.
- K. The transfer of work from one position to another within the Fire Department.
- L. The introduction of new, improved or different methods and techniques of operation of the Fire Department or a change in the existing methods and techniques.
- M. The placing of service, maintenance or other work with outside contractors or other agencies of the City.
- N. The determination of the number of ranks and the number of firefighters within each rank.
- O. The determination of the amount of supervision necessary.

ARTICLE 1. RECOGNITION.

The City recognized the Union as the organization certified pursuant to the Charter of the City of Englewood, as the sole and exclusive collective bargaining agent for all full-time classified Englewood Firefighters including Firefighter, Driver-Operator-Engineer, Firemedic and Lieutenants. The City agrees that it will not decertify or withdraw recognition of the Union as a result of any member of the bargaining unit serving temporarily in an acting capacity in a position outside of the bargaining unit.

ARTICLE 2. EMPLOYEE RIGHTS

See Article XV, "Englewood Employee Relations and Career Service System Act – 1981" of the Home Rule Charter of the City of Englewood. Exhibit I.

See related City Of Englewood Policies:

- # 6 Equal Employment Opportunity/Harassment Exhibit II
- #47 Violence In The Workplace Exhibit III

ARTICLE 3. BULLETIN BOARDS/UNION ACTIVITY

A. The City agrees to provide space in the fire station for Union bulletin boards that shall be properly maintained by the Union. They are to be used for the following notices:

1. Union meetings.
2. Union elections.
3. Reports of Union committees.
4. Rulings of policies of the International Union.
5. Recreational or social affairs of the Union.

B. The Union agrees that there shall be no other general distribution or posting by the Union or employees upon City property, provided, however, the Fire Chief may permit other material not provided for above at his/her discretion to be posted or distributed. The material posted shall not contain anything reflecting derogatorily upon the City, any of its employees, or any other organization of City employees. The City agrees that during working hours on City premises and without loss of pay, Union members may be allowed to: attend Union and/or management meetings, post Union notices, solicit Union membership during employee's non-work time, and one on-duty representative will be allowed to assist an employee on grievances, or appeals, provided advance notice is given to the Chief and the work load permits. The City shall provide relief for Union negotiators who are on duty during scheduled negotiating sessions.

ARTICLE 4. DUES DEDUCTION

A. The City agrees to deduct the Union dues from each bi-weekly paycheck 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 Union, 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 Director of Human Resources.

B. It is expressly understood that the City assumes no liability and shall not be liable for the collection or payment to the Union 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 checkoff list, the City will not be responsible to make adjustments, until notified by the Treasurer of the Union.

C. The Union shall indemnify and hold the City harmless against any and all claims, suit, orders or judgment 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 to the City Director of Human Resources.

E. Should the change in the deduction amount or method require a computer programming change, the Union shall be responsible for the cost of such change or changes, at \$30.00 per hour with a four (4) hour maximum. Payment from the Union shall be made to the City Director of Finance and Administrative Services within ten (10) days of receipt of billing.

ARTICLE 5. 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, procedures and directives which are an alleged violation of this contract shall be subject to the grievance procedure.

B. The City agrees to consult with the Union concerning the formulation of changes of rules and regulations, policies, procedures and directives.

ARTICLE 6. DURATION OF CONTRACT

A. This contract shall take effect on January 1, 2014 and shall continue in force to and including December 31, 2015

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 remain in full force and effect, and the parties shall promptly meet and confer for the purpose of attempting to arrive at a mutually satisfactory replacement for 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 case law of the State of Colorado.

E. The parties acknowledge that during negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for meetings and to confer and have 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 7. HOURS OF WORK

A. For those employees assigned to shift work, the work schedule shall normally consist of any average of seventy-two (72) hours of work in nine (9) consecutive days, reoccurring work cycles based on a twenty-four (24) hour alternating basis of Berkley system.

B. Employees assigned to non-shift work shall normally be scheduled for an average of at least forty (40) hours of work in seven (7) consecutive day reoccurring work cycles.

C. It is specifically understood and agreed that nothing herein shall be construed as guaranteeing employees a minimum or maximum number of hours per day or per week.

D. The schedule may be changed by the Fire Chief provided a minimum nine (9) days advance notice is given. Work schedules may be changed without advance notice in the case of emergencies as determined by the Fire Chief.

ARTICLE 8. COMPENSATION

A. Through December 31, 2013, the rate schedule is as shown below.

	Regular Straight Time Hourly Rate
Firefighter (probationary)	\$17.27
Firefighter III	\$19.68
Firefighter II	\$21.65
Firefighter I	\$23.81
Firefighter III/Paramedic	\$22.63
Firefighter II/Paramedic	\$24.89
Firefighter I/Paramedic	\$27.38
Driver/Operator/Engineer	\$26.19
Driver/Operator/Engineer/Paramedic	\$27.50
Lieutenant	\$28.81

B. The schedule in "A." above will be adjusted on January 1, 2014 to reflect a 1.5% increase over the 2013 rate.

C. The finalized 2014 schedule mentioned in "B." above will be adjusted on January 1, 2015 to reflect the 2015 "market median" as determined by the 2014 Salary Survey. The "market median" will be based upon the 2014 median wage of the top grade Firefighters at: Aurora, Boulder, Denver, Littleton, South Metro, West Metro and Westminster. The survey will be conducted in the 4th quarter of 2014 by the Human Resources Department, with the concurrence of the EFFA. The City and the EFFA will meet by November 1, 2014 to approve the survey and finalize the revised salary table for 2015.

D. The pay rates identified in Section A. are calculated to provide 10% separation between each rank from Firefighter III through the rank of Lieutenant. The benchmark for this calculation is Firefighter I.

FIREMEDICS

1. In addition to their regular hourly wage rate, qualified employees holding a rank of Firefighter (FFI, FFII, FFIII) who are assigned and authorized by the Fire Chief to perform on a regular basis Firemedic duties shall receive a 15% wage increase over and above the affected employees' hourly rate, which shall be considered pensionable wages.
2. In addition to their regular hourly wage rate, qualified employees holding the position of Driver-Operator-Engineer (D-O-E) who maintain a current paramedic certification

(EMT-P) shall receive a 5% wage increase over and above the affected employees' regular hourly rate, which shall be considered pensionable wages. Any D-O-E who is EMT-P certified and is assigned as a Firemedic shall receive an hourly rate for actual hours worked commensurate with the position of Firemedic I.

E. The methodology used in determining the hourly, premium/overtime and annual compensation is contained in Appendix A.

F. In addition to their regular hourly wage rate, shift fire investigators assigned and authorized by the Fire Chief will receive:

- \$.41 per hour (which shall be considered pensionable wages) and
- shall be eligible for discretionary Merit Pay of up to \$600 each year, payable as set forth in Paragraph G (2); except that this Merit Pay will not be paid in 2014 or 2015.

G. (1) Each employee appointed by the Fire Chief to one of the following assignments shall be eligible for Merit Pay in an amount determined by the Chief, up to a total of \$1,200.00 each year:

Hazardous Materials Team Leader/Instructor, Technical Rescue Team Leader, Safety Education Team Leader, Child Passenger Safety Team Leader, Fire Investigation Team Leader, Honor Guard Team Leader, SWAT Medic Team Leader, Wild Land Fire Team Leader, Characterization Team Leader or other assignments as determined by the Fire Chief after consultation with the Union.

(2) Such Merit Pay shall be awarded in the exercise of the Chief's discretion, based upon specific performance criteria developed by the Chief and made available to employees. Merit Pay shall be determined and paid semi-annually, no later than June 1 and December 1 each year.

(3) No Merit Pay as set forth in this paragraph G will be paid in 2014 or 2015.

ARTICLE 9. OVERTIME

A. Standard Overtime.

1. Upon determination that the reporting of assigned personnel to the duty shift is below the City established level, the call to off-duty personnel for overtime will be made.
2. Non-exempt employees covered by this contract working in positions other than their actual rank are counted in acting capacity. In the event requirements necessitate positions be filled with actual rank, personnel of said rank will be ordered in.
3. Non-exempt employees covered by this contract shall receive overtime compensation for work performed over and above the assigned work schedule. Any overtime compensation for training shall be pursuant to the provisions of the Fair Labor Standards Act. All overtime compensation shall be calculated at time and one-half (1½) of the employee's regular wage rate, or acting wage rate, whichever is higher.
4. The method used to select Firefighters to work overtime situations will be contained in procedures published by the Fire Chief. The procedures will provide a fair and equitable distribution of overtime among bargaining unit employees. The procedure will contain a selection process whereby an eligible individual will not forfeit his/her position in the selection process if: less than a twelve-hour block of time is worked; if the employee is sick or on annual leave; or if this would require the employee to work seventy-two (72) consecutive hours, or more. Refusal for sickness will be accepted only if the employee was absent the last duty day due to illness or short term disability leave. Annual leave is the period of time from the end of the last day worked until the employee returns to duty. However, if an employee is on annual leave, he/she has the option to work on any but his/her own shift. The on-duty Shift Commander or acting Shift Commander may contact an employee no earlier than seventy-two (72) hours prior to the overtime hours that are needed to be filled. In the event that the Shift Commander or acting Shift Commander is unable to contact the employee who is up next for overtime then he/she must wait until twelve (12) hours prior to the overtime shift to consider the employee a 'no contact' and move to contact the next eligible overtime employee. Additionally, in the event that the employee is contacted and accepts the overtime, his/her name card will be moved at once.
5. If no off-duty personnel wish to work, the Shift Commander will order in the first person he/she contacts following the normal rotation. If the overtime person is not at the assigned station by the beginning of the shift, the person held over from the previous shift shall be given overtime in quarter (¼) hour increments.
6. If at any time during the shift the absent personnel returns to duty, the officer in charge will relieve the person who came in to work that overtime position. The person working the overtime will be paid a minimum of two (2) hours worked. If more than two (2) hours are worked, his/her time will be computed to the nearest next half (½) hour.

7. No one other than the Fire Chief, the on-duty Shift Commander, or acting Shift Commander, Union representative, at the request of the employee, with the employee and management personnel present, shall have access to or review the overtime records. Any person not following this policy or found tampering with the file will be subject to disciplinary action by the Fire Chief.

B. Emergency Overtime.

1. Emergency overtime is defined as a multi-alarm situation or disaster where more than normal manning is required and must be authorized by the Fire Chief.

2. When non-exempt employees covered by this contract work overtime on an emergency call back basis, that overtime shall be computed on a forty (40) hour duty week wage basis.

C. Combined Overtime.

1. When a non-exempt employee covered by this contract is working a standard overtime shift and responds to an emergency with other employees called in on emergency overtime, he/she will be compensated on the emergency overtime basis during the period of that emergency.

ARTICLE 10. ACTING PAY

The following acting positions assigned and authorized by the Fire Chief or the Chief's designated representative will be compensated at full pay. The employee becomes eligible for acting position compensation immediately upon assumption of responsibility of the position.

Acting assignments will be made according to the following procedure:

Acting D.O.E.

- First Priority - Eligibility List
- Second Priority - Personnel with DOE Check Off List
- Third Priority - Discretion of Shift Commander

Acting Lieutenant

- First Priority - Eligibility List
- Second Priority - Personnel with Lt. Check Off List
- Third Priority - Discretion of Shift Commander

ARTICLE 11. ANNUAL LEAVE

A. Shift work employees shall be entitled to annual leave according to the following schedule:

	Hourly Accumulation <u>Per Month</u>	Hourly Accumulation <u>Per Pay Period</u>	Annual Total <u>Hours</u>	Shifts
0-4 years continuous service (through 48 months)	13 hours	6 hours	156	6.5
5-9 years continuous service	15	6.92	180	7.5
10-14 years continuous service	19	8.77	228	9.5
15-19 years continuous service	21	9.69	252	10.5
20-24 years continuous service	23	10.62	276	11.5
25+ years continuous service	25	11.54	300	12.5

Annual leave shall not be granted to any employee until he/she has been in the employ of the City for at least six months.

B. The maximum accumulation of annual leave shall be two (2) times the employee's normal annual leave accumulation.

C. Method of Selection - The selection for use of annual leave shall be by seniority. The first round of selection begins by those employees with greatest seniority choosing first and those with less seniority choosing last. The second round of selection will begin with those having less seniority choosing first and those with more seniority choosing last.

D. Use - 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 Fire Chief. When an employee has scheduled annual leave through the normal method of selection and is subsequently transferred to another shift, the City shall accommodate said employee's original annual leave selection when not to do so would result in financial loss due to cancellation of travel arrangements.

E. 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 and charged on a working hour basis, excluding regular days off. Annual leave shall be allowed only to the total hourly amount accumulated up to and during the pay period in which the leave is taken.

F. Minimum Usage - There shall be a one (1) shift minimum use of annual leave time for shift workers with the following exception: If an employee covered under this contract has used all of the personal leave provided to him/her for the year, the employee may use annual leave of less than one (1) shift as approved and authorized by the Fire Chief or the Chief's designated representative.

G. Annual Leave Pay Upon Separation - Any employee who is separated from the service of the City, i.e., retirement, termination (if employee has completed 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. In the case of the death of a fire fighter (on or off duty), the beneficiary will be compensated for the unused annual leave time accumulated at the time of death.

ARTICLE 12. PERSONAL LEAVE

All shift work employees covered by this contract shall be granted ninety-six (96) hours of personal leave 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.

For any employee who has not used the ninety-six (96) hours of personal leave, the City will compensate said employee for the unused time at the employee's regular wage rate to be paid according to the prevailing payroll schedule. Personal leave time shall not exceed ninety-six (96) hours nor shall it be accumulated or carried over from one year to the next. In the event of illness/injury in which personal leave is requested, the employee shall notify his/her supervisor at least one (1) hour prior to the employee's scheduled reporting time.

A shift work employee who is assigned to a forty (40) hour assignment during the course of the year will be paid the pro rata hours for the period that he/she was on shift work.

Personal leave shall be prorated for employees beginning and terminating employment with the City during the November 1-October 1 time period. In the case of the death of a fire fighter (on or off duty), the beneficiary will be compensated for the unused pro rata hours accumulated at the time of death.

ARTICLE 13. SHORT TERM DISABILITY (STD)

A. Definition – Short term disability is leave granted for non-service connected injury or illness of an employee which disability prevents the employee from performing his/her duties as a City employee.

B. Provision - During the life of this contract, the City agrees to provide short term disability leave with pay for employees absent as a result of illness/injury at the rate of one hundred percent (100%) of the employee's regular wage up to nine hundred sixty (960) working hours, {one hundred twenty (120) days/forty (40) shifts.}

C. Short term disability leave shall not be accumulative except that on January 1 of each year, the City shall restore one hundred percent (100%) of the number of hours/days/shifts used by an employee during the preceding year up to a maximum of 480 hours, sixty (60) days or twenty (20) shifts.

D. Utilization.

1. Authorization for short term disability leave with pay shall only be granted after the first shift/day of disability.

2. Authorization for short term disability shall be granted for the illness or injury of the employee not service-connected, including maternity related disability. (See related City Of Englewood Policy # 31 "Family And Medical Leave Policy" - Exhibit IV)

E. Sick Leave Option - All sick leave accrued by employees prior to January 1, 1980, shall vest with the employee, and may be used in the following manner:

1. After the hours/days/shifts described above have been used, unless the employee is entitled to retirement as a result of disability.

2. By cashing in all accrued sick leave accumulated under the previous plan upon normal retirement from the City at the rate of one (1) hour's pay for each two (2) hours of accrued sick leave at the employee's regular rate or one (1) hour's pay for each four (4) hours upon separation from the City.

3. By cashing in accrued sick leave under the previous plan, once each year at the conversion rate of four (4) hours sick leave for one (1) hour pay, not to exceed a conversion of more than four hundred (400) hours each year.

F. Reporting of Short Term Disability - The employee or a member of the employee's household shall notify the employee's Shift Commander at least thirty (30) minutes prior to the employee's scheduled reporting time. The employee's Shift Commander may waive the reporting requirement depending upon the circumstances surrounding the short term disability.

G. Verification of Disability - If absence from work is three (3) consecutive work days/shifts or more, a medical release must be provided by the employee. If the City requires the employee to seek a second opinion, the City will bear the cost of the second examination.

H. Abuse of Short Term Disability - Abuse of short term disability occurs when an employee misrepresents the actual reason for requesting short term disability or when an employee uses short term disability leave for unauthorized purposes. An employee who makes a false claim for short term disability leave shall be subject to disciplinary action, up to and including termination.

ARTICLE 14. WORKERS' COMPENSATION

A. For any work related injury/illness which causes any employee to be absent from work, the City shall pay 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 benefits under Workers' Compensation. The City reserves the right to require any employee on injury or disability leave to submit to an examination by City-appointed physicians at the City's expense or under the provision of workers' compensations or the retirement/pension provision as provided under State statute.

B. All injuries that occur during working hours shall be reported to the employee's supervisor within twenty-four (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.

ARTICLE 15. MILITARY LEAVE

Military Leave will be granted per the City of Englewood Administrative Policy Manual, #35
"Military Leave Policy" - Exhibit V.

ARTICLE 16. FUNERAL LEAVE

The Fire 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/shifts granted shall be governed by the circumstances of the case, but in no event shall they exceed three (3) of the employee's regularly assigned days/shifts. For the purposes 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. At the discretion of the Fire Chief or designee, annual leave or personal leave may be utilized to attend the funeral of people that are not included in the list above. Leave for this purpose may be granted outside of the normal leave policies of the Fire Department.

ARTICLE 17. JURY DUTY AND WITNESS SERVICE

Leave may be granted to an employee for serving on jury duty or as a witness in his/her official capacity in obedience to a subpoena or direction by legal authority. He/she shall be entitled to the difference between his/her regular compensation and the fees received for jury duty or as a witness. When he/she is subpoenaed as a witness in private litigation to testify, not in his/her official capacity but as an individual, the time absent by reason thereof shall be taken as accrued leave or leave without pay. See City Of Englewood Administrative Policy Manual, #34 "Jury Duty And Witness Service" – Exhibit VI.

ARTICLE 18. HOLIDAYS

A. (1) Shift work employees covered by this contract will be eligible for eighty (80) hours of holiday time-off or pay.

(2) The payment for holidays will be made in November of each year based on the employee's regular straight time hourly wage rate. Employees must notify the Department by October 1 of each year, of their intention of receiving holiday pay in lieu of time off.

(3) Holiday pay for terminating and new hire employees will be determined on a monthly pro rata basis. (Example: If an employee retires on April 30, the employee is eligible on a monthly pro rata basis for six (6) months or one-half (½) of the eighty (80) hours holiday benefit.) In the case of the death of a fire fighter (on or off duty), the beneficiary will be compensated for the pro rata unused holiday leave time accumulated at the time of death.

B. Forty (40) hour employees will not be eligible to receive a holiday pay cashout, but shall receive the days off on the twelve (12) officially recognized City holidays provided the employee has actually worked or had approved paid leave on the day immediately prior to and following a holiday unless otherwise approved by the Fire Chief. A shift work employee who is assigned to a forty (40) hour assignment during the course of the year will be paid the pro rata holiday pay cashout in November for the period that he was on shift work.

However, for the duration of the 2014-2015 collective bargaining agreement this article shall be administered as follows:

A. (1) Shift work employees covered by this contract will be eligible for ninety-six (96) hours of holiday time-off.

(2) For any employee who has not used the ninety-six (96) hours of holiday time off by the end of October of each year, the unused hours will be converted 1:1 to the employee's compensatory time bank.

(4) Holiday hours for terminating and new hire employees will be determined on a monthly pro rata basis. (Example: If an employee retires on April 30, the employee is eligible on a monthly pro rata basis for six (6) months or one-half (½) of the ninety-six (96) hours holiday benefit.)

B. Any shift firefighter who is required to actually work on an official City holiday shall be paid a holiday premium in addition to his/her regular hourly rate of compensation. Such holiday premium shall be one half (.5) the firefighter's regular hourly rate of pay, and shall be paid for each hour actually worked between 12:01 AM and 12:00 midnight on a City holiday.

The following days shall be considered official holidays by the City.

1. New Year's Day: January 1.
2. Martin Luther King Day: the third Monday in January.
3. President's Day: the third Monday in February.
4. Memorial Day: the last Monday in May.
5. Independence Day: July 4.
6. Labor Day: the first Monday in September.
7. Veteran's Day: November 11.
8. Thanksgiving Day: the fourth Thursday in November.
9. Fourth Friday of November following Thanksgiving Day.
10. Christmas Eve: December 24.
11. Christmas Day: December 25.
12. New Year's Eve Day: December 31.

ARTICLE 19. VOTING LEAVE

Voting Leave will be granted per the City Of Englewood Administrative Policy Manual, #39
"Voting Leave" - Exhibit VII.

ARTICLE 20. TRADING TIME

A. Employees may be permitted to secure another Firefighter of equal rank and qualifications to substitute for them subject to the approval of their Shift Commander. The employee substituting shall be responsible to work the scheduled shift and any absence shall be charged against that employee. Any request for substitutes shall be signed by both Firefighters and approval of the Shift Commander shall also be in writing.

B. Trading time shall be governed by the following criteria:

1. The trading of time is done voluntarily by the employees participating in the trade.
2. The reason for trading time is due to the employee's desire or need not because of Fire Department operations.
3. If a trade request is denied by a Shift Commander, the Shift Commander shall provide a written statement to the requesting employee with the reason for denial of the request.

ARTICLE 21. UNPAID LEAVES OF ABSENCE

Unpaid leaves of absence may be granted per the City Of Englewood Administrative Policy Manual, #38
"Unpaid Leave of Absence"- Exhibit VIII.

ARTICLE 22. UNIFORMS

- A. (1) If an employee is required to wear a uniform and/or safety equipment, the employee shall wear the uniform and/or safety equipment only as authorized or required by the Department work rules. All employees shall maintain a presentable appearance while on duty. The employee is responsible for any damage to the uniform or safety equipment by negligence or deliberate act. The City will be responsible for providing all uniforms and safety equipment.
- (2) The Department on a replacement basis will bear the cost of replacement uniforms. The new replacement uniform will meet or exceed National Fire Protection Association (NFPA) standards.
- B The Department will authorize and require specific shoes and will provide a footwear reimbursement of fifty percent (50%) of the cost of authorized footwear up to a maximum of \$130.00 per year.
- C. Physical fitness sweatshirts, sweatpants, and running shorts will be provided by the Fire Department for employees engaged in the Department's physical fitness program. The above clothing will be provided according to an as-needed basis, determined by the Fire Chief.
- D. Cleaning - The City will be responsible for providing cleaning for all uniforms and/or safety equipment.

ARTICLE 23. MILEAGE REIMBURSEMENT

A Firefighter who is specifically authorized by the Fire Chief to operate his/her personally owned automobile in conduct of City business shall be paid mileage in accordance with the City of Englewood Administrative Policy Manual #49; "Travel"

ARTICLE 24. INSURANCE

A. MEDICAL

The City will pay ninety percent (90%) of the premium cost for single coverage for medical insurance. Employees will pay ten percent (10%) of the premium cost for single coverage for the medical insurance plan designated as the basic City plan.

The City will pay eighty-five percent (85%) of the premium cost for "employee plus one" coverage for medical insurance. Employees will pay fifteen percent (15%) of the premium cost for "employee plus one" coverage for the medical insurance plan designated as the basic City plan.

The City will pay eighty percent (80%) of the premium cost for "family" coverage for medical insurance. Employees will pay twenty percent (20%) of the premium cost for "family" coverage for the medical insurance plan designated as the basic City plan.

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 single coverage for dental insurance. Employees will pay ten percent (10%) of the premium cost for single coverage for dental insurance.

The City will pay eighty-five percent (85%) of the premium cost for "employee plus one" coverage for dental insurance. Employees will pay fifteen percent (15%) of the premium cost for "employee plus one" coverage for dental insurance.

The City will pay eighty percent (80%) of the premium cost for "family" coverage for dental insurance. Employees will pay twenty percent (20%) of the premium cost for "family" coverage for dental insurance.

C. It is understood and agreed that should the premium costs for either of the City's insurances be reduced during the life of this contract, the City and employees will equally share in the premium rate reduction.

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.

E. In the event that a member of the bargaining unit is killed in the line of duty, the City shall pay 50% of the cost of COBRA coverage (medical and dental for the surviving spouse and dependent children. The remaining 50% of the cost of COBRA coverage shall be borne by the union.

ARTICLE 25. LIFE INSURANCE

Term life insurance will be provided by the City for employees covered by this contract in the amount of one time his/her annual base salary. Upon retirement, the employee may convert the life insurance per the life insurance plan conversion agreement in place at the time of his/her retirement.

When a member of the bargaining unit is killed in the line of duty or dies from injuries sustained in the line of duty, the City shall pay the cost of reasonable funeral expenses incurred by the survivors up to a maximum of ten thousand dollars (\$10,000). This amount shall be offset by any other payments provided by Colorado Workers' Compensation or any other insurance agency or organization.

ARTICLE 26. RETIREE HEALTH INSURANCE REIMBURSEMENT

The City agrees to allow retirees and future retirees a conversion privilege to the health insurance conversion plan available through the City. For employees who retired on or before December 31, 1995, the City agrees to pay fifty percent (50%) of the cost of coverage of the health insurance conversion plan or other plan selected by the retiree up to a maximum of \$75.00 per month for the employee and including the employee's dependents. For employees who retired on or after January 1, 1996, the City agrees to pay fifty percent (50%) of the cost of coverage of the health insurance conversion plan or other plan selected by the retiree up to a maximum of \$100.00 per month.

ARTICLE 27. LAYOFF

Whenever there is lack of work, lack of funds, or other legitimate reasons requiring reductions in the number of employees, the appointing authority shall designate the positions in which the layoff is to be made. Upon such determination, the required number of employees in the affected position shall be placed on a layoff list or transferred by the appointing authority, each in order of his/her relative length and quality of service as shown by the personnel records. Employees on layoff shall be recalled in the order of seniority provided that those recalled have the demonstrated ability and same qualifications to perform the available work as determined by the City. Any employee in a higher rank, if laid off, may transfer to the previous lower rank. The layoff list shall terminate after eighteen (18) months.

ARTICLE 28. TUITION REIMBURSEMENT/DEGREE ACHIEVEMENT RECOGNITION

Tuition will be reimbursed per the City of Englewood Administrative Policy Manual, #29
"Tuition Reimbursement/Degree Achievement Recognition" - Exhibit IX.

ARTICLE 29. SETTLEMENT OF DISPUTES

A grievance is defined as an alleged violation 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 an employee is unable to settle the grievance or dispute orally and informally through his/her shift commander within five (5) business days of the date of the occurrence of the grievance, or the employee's knowledge of it, the employee may, within the succeeding five (5) business days, file a written grievance with his/her supervisor. The shift commander shall attempt to adjust the matter and shall respond in writing to the employee within five (5) business days.

Step 2

If the answer is not satisfactory, the matter shall be presented in writing by the employee to the Fire Chief within five (5) business days following receipt of the Shift Commander's response. The Fire Chief shall respond in writing to the employee within five (5) business days.

Step 3

If the answer is not satisfactory, the matter shall be presented in writing by the employee to the Fire Chief and the Human Resources Director within five (5) business days following receipt of the Fire Chief's response. The Fire Chief and the Human Resources Director will meet, investigate, and discuss the grievance. The Fire Chief shall respond in writing to the employee within five (5) business days.

Step 4

If the grievance still remains unadjusted, it shall be presented by the employee to the City Manager in writing within five (5) business days following receipt of the response of the Fire Chief. The City Manager or his/her designated representative shall respond in writing within ten (10) business days.

Step 5

If the grievance is still unsettled, the Association, within ten (10) business days after receipt of the answer by the City Manager or his/her designated representative, may by written notice request the matter be submitted to either mediation or arbitration.

(a) Mediation.

(1) If mediation is requested, the parties will attempt to mutually agree upon a mediator. If within five (5) days of the request for mediation the Association and the City cannot mutually agree on the mediator, a request will be filed with the American Arbitration Association for a panel of seven (7) mediators to be sent to the parties.

(2) The mediator will 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 will be the mediator. The mediator will convene a meeting of the parties as soon as possible and attempt to develop

a settlement of the grievance which is acceptable to both parties. Any such settlement will be in writing and will be dated and signed by representatives of the Association and the City and by the mediator. The terms of any such settlement will be implemented by both parties. If a settlement is not reached through the mediation process, the mediator will notify both parties in writing that the mediation process has concluded. Such notice concludes the grievance procedure.

(3) The fees of the mediator shall be borne equally by the Association and the City.

(b) Arbitration.

(1) If the Association requests arbitration, the parties will attempt to choose a mutually agreeable 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.

(2) Each party shall be responsible for compensation to its own representatives and witnesses. The fees of the arbitrator shall be borne equally by the Association and the City.

(3) 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 a copy available to the arbitrator. If the other party wishes to have a copy of the transcript it shall share all costs for the transcript.

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 decision strictly to the grievance submitted which has been properly processed through the grievance procedure outlined.

Time Limits

Failure by an employee 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.

Grievance Option

It is agreed that should the appeal procedure as provided under 138:3 of the City Charter or applicable City policy provisions be utilized, recourse to the grievance procedure included in this Article shall be waived.

Processing Grievance During Work Hours

Grievances may be investigated and processed by the employee during working hours within reasonable time limits without loss of pay provided notice is given and the work load permits. The employee shall be allowed to attend hearings while on duty.

Oral and Written Corrective Action

Oral Corrective Action -- Whenever grounds for corrective action exist and the supervisor determines that the incident, action or behavior of the employee is such that more severe action is not immediately necessary, the supervisor should orally communicate to the employee the supervisor's observation of the problem and offer assistance in correcting the situation. When an oral corrective action is given, the supervisor should ensure that the supervisor's log is documented to show date of the corrective action and the nature of the corrective action. The employee should be advised that the corrective action will be documented in the supervisor's log.

Written Corrective Action -- When the supervisor determines that a written corrective action is appropriate and necessary, the corrective action shall be addressed to the employee and shall include the violation; the specific behavior and the dates of the behavior (when appropriate) that support the charge; the warning that continuance of this behavior will result in disciplinary action; and an offer of assistance in correcting the behavior.

A signed copy of the corrective action by the supervisor shall be included in the employee's official personnel file in the Human Resources Department, and the employee shall have the opportunity to submit written comments in response to the corrective action to be included in the file.

If an employee disagrees with the letter of corrective action, the employee, within seven (7) calendar days, may request a review of the written corrective action by the Human Resources Director.

ARTICLE 30. SUPPLIES

A. The City will provide and maintain supplies and equipment for the normal operation of the Fire Department. These include:

1. Laundry: linens and cleaning of same.
2. All kitchen appliances and utensils, and repair and/or replacement of same.
3. Private phone in each station and maintenance and/or repair of same.
4. Maintenance of T.V.s and recorders.
5. Items of hygiene (soap, toilet paper, etc.).

A. The provisions of this Article will be under the control of the Fire Chief. Individual abuse to be dealt with on an individual basis.

ARTICLE 31. DRUG TESTING AND PHYSICAL FITNESS

Drug testing and physical fitness are permissive subjects of negotiations.

The City agrees consistent with Article 5 of the Collective Bargaining Agreement to consult with the Union regarding the formation of any drug testing policy or physical fitness program. In addition, it is not the City's intention to institute random drug testing now or in the foreseeable future.

ARTICLE 32. DEATH AND DISABILITY ASSESSMENT

For firefighters hired on or after January 1, 1997, the contribution required by § 31-31-811(4), C.R.S., shall be assessed equally against the City and such firefighter so that fifty percent (50%) of the contribution required by the state shall be assessed against the firefighter and fifty percent (50%) shall be assessed against the City.

ARTICLE 33. EXCLUSIVENESS OF CONTRACT

The City and the Union agree that the terms and provisions herein contained constitute the entire contract between the parties and supersede all previous communications, representations or agreements, either verbal or written, between the parties with respect to the subject matter herein. The City and the Union 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 consent 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 June, 2013 at Englewood, Colorado.

ENGLEWOOD FIRE FIGHTERS
LOCAL #1736

CITY OF ENGLEWOOD

Randy P. Penn, Mayor

roman reade _____

Attest:

rodney dallinger _____

City Clerk Loucrishia A. Ellis

JOHN BOYLE _____

City Manager - Gary Sears

Appendix A

Computation of Firefighter Pay

Three shifts (A, B, and C) provide 365 days of fire coverage, 24 hours a day, for a total of 8760 hours per year.

8760 hours per year / 3 shifts = 2920 hours per shift per year.

365 days per year / 9-day cycles = 40.55 9-day shifts per year.

2920 hours per shift per year / 40.55 9-day cycles per year = 72 hours per shift

FLSA law states that 68 hours in a 9-day cycle for firefighters are to be paid at straight time and all excess hours actually worked in a 9-day cycle are to be paid at time and one-half. *Englewood firefighters are scheduled to work 72 hours in a 9-day cycle.*

The City pays straight time to all firefighters for the first 68 hours of their assigned 72 hour work schedule every 9-day cycle. Hours worked between 68 and 72 in the assigned work schedule are paid at the premium rate (time and one-half.) If approved leave is used during the 9-day cycle, those hours are deducted from the 72 hours and premium pay is not paid if the total hours actually worked drop below 68.

EXCEPTION: In addition, the City pays time and one-half for hours over and above the assigned work schedule hours in a 9-day cycle regardless of any approved, paid leave used during the 9-day cycle.

Per 9-day cycle pay calculation (using hourly rate for 2002 Firefighter I)

Regular hours 72 (straight time)

Premium hours 4 (half-time portion of time and one-half (hours x hourly rate x .5))

72 hours @ 17.45 =	1256.40
4 hours @ 17.45 x .5 =	<u>34.90</u>
	1291.30 (74 hours pay (72 + (4 x .5)) for 72 hours worked)

The above method of calculation provides the same results as the method stated in FLSA as follows:

Regular hours 68 (straight time)

Premium hours 4 (time and one-half (hours x hourly rate x 1.5))

68 hours @ 17.45 =	1186.60
4 hours @ 17.45 x 1.5 =	<u>104.70</u>
	1291.30 (74 hours pay (68 + (4 x 1.5)) for 72 hours worked)

All compensation is based upon the hourly rate.

Annual rate = hourly rate x 2920 hours.

Monthly rate = (hourly rate x 2920 hours)/12.

Bi-weekly rate = (hourly rate x 2920 hours)/26.

- It was requested by the EFFA during 2012-2013 negotiations that the City investigate a change to being paid an annual salary. The City has agreed to the request and will meet periodically with the EFFA regarding its progress.