

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, July 1, 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 17, 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.)
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment
8. Communications, Proclamations, and Appointments.
 - a. A letter from Kristy Reed announcing her resignation from the Cultural Arts Commission.
 - b. An email from Cindy Cassel announcing her resignation from Keep Englewood Beautiful.
 - c. A resolution reappointing Michael Buchanan to the Liquor and Medical Marijuana Licensing Authority.

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

- d. A resolution reappointing Doug Cohn to the Code Enforcement Advisory Committee.
 - e. A resolution appointing Joel Day to the Budget Advisory Committee.
 - f. A resolution appointing Jacqueline Edwards to the Liquor and Medical Marijuana Licensing Authority.
 - g. A resolution reappointing Tamara Emmanuel to the Cultural Arts Commission.
 - h. A resolution appointing Thomas Finn to the Board of Adjustment and Appeals.
 - i. A resolution appointing Randal Friesen as an alternate member of the Board of Adjustment and Appeals.
 - j. A resolution appointing Adrian Fryxell as an alternate member of the Code Enforcement Advisory Committee.
 - k. A resolution recommending the reappointment of Jennifer Hayes to the Englewood Housing Authority.
 - l. A resolution reappointing James Jordan to the Code Enforcement Advisory Committee.
 - m. A resolution reappointing Karen Kenney to the Cultural Arts Commission.
 - n. A resolution appointing Christine McGroarty to the Budget Advisory Committee.
 - o. A resolution reappointing Daniel Miller to the Alliance for Commerce in Englewood.
 - p. A resolution appointing Jared Munn as a Youth Liaison to the Cultural Arts Commission.
 - q. A resolution appointing Harvey Pratt to the Budget Advisory Committee.
 - r. A resolution appointing Dave Walker to the Code Enforcement Advisory Committee.
 - s. A resolution appointing Steven Ward to the Budget Advisory Committee.
 - t. A resolution appointing Jason Whyte to the Alliance for Commerce in Englewood.
9. Consent Agenda Items.
- a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 22 – Recommendation from the Utilities Department to adopt a bill for an ordinance approving an Intergovernmental Wastewater Connector’s Agreement with the Sheridan Sanitation District No. 1. **Staff Source: Stewart H. Fonda, Director of Utilities.**

- ii. Council Bill No. 23 – Recommendation from the Utilities Department to adopt a bill for an ordinance approving Supplement #170 to the Southgate Sanitation Connectors Agreement authorizing the inclusion of land within the district. **Staff Source: Stewart H. Fonda, Director of Utilities.**
- iii. Council Bill No. 24 – Recommendation from the Police Department to adopt a bill for an ordinance authorizing the proposed Memorandum of Understanding for an Intergovernmental Agreement with the Governor’s Office of Information Technology to participate in the State of Colorado’s digital trunked radio system. **Staff Source: Tim Englert, Police Commander.**
- iv. Council Bill No. 25 – Recommendation from the Election Commission and the City Clerk’s Office to adopt a bill for an ordinance approving an Intergovernmental Agreement with Arapahoe County for the November 5, 2013 Coordinated Election. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services and Loucrishia A. Ellis, City Clerk.**

b. Approval of Ordinances on Second Reading.

- i. Council Bill No. 16 – Authorizing the execution of the proposed Colorado Brownfields Revolving Loan Fund Memorandum of Agreement Amendment 4.
- ii. Council Bill No. 17 – Extending a Memorandum of Agreement with the State of Colorado Division of Oil and Public Safety regarding elevator inspection services.
- iii. Council Bill No. 18 – Amending the Englewood Municipal Code pertaining to the exclusions in the 2012 International Residential Code regarding sprinkler systems in residential construction.
- iv. Council Bill No. 19 – 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.
- v. Council Bill No. 20 – 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.

c. Resolutions and Motions.

10. Public Hearing Items. (None scheduled)

11. Ordinances, Resolutions and Motions

- a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 21 – Recommendation from the Community Development Department to adopt a bill for an ordinance approving the rezoning of 4201 South Navajo Street from I-1 to Navajo Apartments Planned Unit Development (PUD). Staff further recommends City Council set July 15, 2013 as the date for the Public Hearing on this matter. **Staff Source: Brook Bell, Planner II.**
 - b. Approval of Ordinances on Second Reading
 - c. Resolutions and Motions
 - i. Recommendation from the Human Resources Department to adopt a resolution approving the Collective Bargaining Agreement with the Englewood Employee Association for 2014-2015. **Staff Source: Sue Eaton, Director of Human Resources.**
 - ii. Recommendation from Community Development to adopt a resolution approving an incentive agreement with Broadbell, LLC. **Staff Source: Alan White, Community Development Director.**
12. General Discussion.
- a. Mayor’s Choice.
 - b. Council Members’ Choice.
 - i. Resolution regarding disposition of the Englewood Historic Depot.
 - ii. Council Bill No. 26 – Authorizing the dissolution of the South Broadway Business Improvement District.
13. City Manager’s Report.
14. City Attorney’s Report.
15. Adjournment.

June 18, 2013

Dear Jerrell and City Council,

Soon, I will be moving to France to join my family there. For this reason I must resign my position as Chair of the Cultural Arts Commission. My last meeting will be the July meeting.

Thank you for the opportunity to participate in such important work with such a great team of people this past couple of years!

Warmest regards,

Kristy Reed

Subject: FW: KEB

From: Cynthia Cassel
Sent: Monday, June 24, 2013 7:05 PM
To: Audra Kirk
Subject: RE: Line ups

Dear Audra,

It is with my deepest regret that I have to resign from my commission work with the City. I really am going to miss you all, I enjoyed spending time getting to know you and forming bonds with the others. Please extend my gratitude to the others. Let them know that it was a pleasure being part of the KEB. It was a huge honor and will never be forgotten.

Regards,
Cindy Cassel

RESOLUTION NO. _____
 SERIES OF 2013

A RESOLUTION REAPPOINTING MICHAEL BUCHANAN TO THE ENGLEWOOD
 LOCAL LIQUOR AND MEDICAL MARIJUANA LICENSING AUTHORITY FOR THE
 CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Local Liquor and Medical Marijuana Licensing Authority has been created and has all powers of the local licensing authority as set forth by the State of Colorado to grant or refuse licenses for the sale at retail of malt, vinous or spirituous liquors and fermented malt beverages, to conduct investigations as required by law, and to suspend or revoke such licenses for cause in the manner provided by law; and

WHEREAS, the Local Liquor and Medical Marijuana Licensing Authority shall grant or refuse local licenses for the cultivation, manufacture, distribution, and sale of Medical Marijuana; to conduct investigations as required by law; suspend, fine, restrict, or revoke such licenses; and

WHEREAS, Michael Buchanan is a current member of the Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, Michael Buchanan's current term expired July 1, 2013; and

WHEREAS, Michael Buchanan has offered to serve and has applied for reappointment to the Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, the Englewood City Council desires to reappoint Michael Buchanan to the Englewood Local Liquor and Medical Marijuana Licensing Authority;

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

Section 1. Michael Buchanan is hereby reappointed to the Englewood Local Liquor and Medical Marijuana Licensing Authority. Michael Buchanan's term will be effective immediately and will expire July 1, 2016.

ADOPTED AND APPROVED this 1st day of July, 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

RESOLUTION NO. _____
SERIES OF 2013

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

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

WHEREAS, the Code Enforcement Advisory Committee is an advisory committee focused
on the activities and services of code enforcement and regulatory processes of the neighborhood
services of the Englewood Police Department; and

WHEREAS, the Code Enforcement Advisory Committee makes recommendations to City
Council and to the City Manager or his designee for improvements relating to neighborhood
services in the City; and

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

WHEREAS, Doug Cohn's term expired on July 1, 2013; and

WHEREAS, the Englewood City Council desires to reappoint Doug Cohn to another term.

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

Section 1. Doug Cohn is hereby reappointed to the Englewood Code Enforcement Advisory
Committee. Doug Cohn's term will be effective immediately and will expire July 1, 2015.

ADOPTED AND APPROVED this 1st day of July, 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

RESOLUTION NO. _____
SERIES OF 2013

A RESOLUTION APPOINTING JOEL DAY AS A MEMBER OF THE BUDGET ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Budget Advisory Committee was established by the Englewood City Council with the passage of Ordinance No. 16, Series 2013; and

WHEREAS, the City's finances and budget activities are important to the very essence of the City of Englewood's community; and

WHEREAS, the City Council recognizes the importance of citizen involvement in setting the scope of the budget activities in the City; and

WHEREAS, Joel Day has applied for appointment to the Englewood Budget Advisory Committee; and

WHEREAS, there is a vacancy on the Englewood Budget Advisory Committee; and

WHEREAS, the Englewood City Council desires to appoint Joel Day to the Englewood Budget Advisory Committee;

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

Section 1. Joel Day is hereby appointed to the Englewood Budget Advisory Committee. Joel Day's term will be effective immediately and will expire July 1, 2015

ADOPTED AND APPROVED this 1st day of July, 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

RESOLUTION NO. _____
 SERIES OF 2013

A RESOLUTION APPOINTING JACQUELINE EDWARDS TO THE ENGLEWOOD LOCAL LIQUOR AND MEDICAL MARIJUANA LICENSING AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Local Liquor and Medical Marijuana Licensing Authority has been created and has all powers of the local licensing authority as set forth by the State of Colorado to grant or refuse licenses for the sale at retail of malt, vinous or spirituous liquors and fermented malt beverages, to conduct investigations as required by law, and to suspend or revoke such licenses for cause in the manner provided by law; and

WHEREAS, the Local Liquor and Medical Marijuana Licensing Authority shall grant or refuse local licenses for the cultivation, manufacture, distribution, and sale of Medical Marijuana; to conduct investigations as required by law; suspend, fine, restrict, or revoke such licenses; and

WHEREAS, Jacqueline Edwards desires to serve the City and has applied for appointment to the Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, there is a vacancy on the Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, the Englewood City Council desires to appoint Jacqueline Edwards to the Englewood Local Liquor and Medical Marijuana Licensing Authority;

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

Section 1. Jacqueline Edwards is hereby appointed to the Englewood Local Liquor and Medical Marijuana Licensing Authority. Jacqueline Edward's term will be effective immediately and will expire July 1, 2016.

ADOPTED AND APPROVED this 1st day of July, 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

RESOLUTION NO. _____
SERIES OF 2013

A RESOLUTION REAPPOINTING TAMARA EMMANUEL TO THE CULTURAL ARTS
COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

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

WHEREAS, the purpose of the Cultural Arts Commission is to provide planning for the
development of cultural arts activities and to implement an Arts Plan; and

WHEREAS, Tamara Emmanuel has served as a member of the Englewood Cultural Arts
Commission; and

WHEREAS, Tamara Emmanuel's term expired July 1, 2013; and

WHEREAS, Tamara Emmanuel has offered to serve and has applied for reappointment to the
Englewood Cultural Arts Commission; and

WHEREAS, the Englewood City Council desires to reappoint Tamara Emmanuel to the
Englewood Cultural Arts Commission for another term;

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

Section 1. Tamara Emmanuel is hereby reappointed to the Englewood Cultural Arts
Commission. Tamara Emmanuel's term will be effective immediately and will expire July 1,
2016.

ADOPTED AND APPROVED this 1st day of July, 2013.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

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above is a true copy of Resolution No. _____, Series of 2013.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2013

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

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

WHEREAS, there is a vacancy in the Englewood Board of Adjustment and Appeals; and

WHEREAS, Thomas Finn has graciously applied to serve as a member of the Englewood Board of Adjustment and Appeals; and

WHEREAS, Thomas Finn was previously named as an alternate member of Board of Adjustment and Appeals; and

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

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

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

ADOPTED AND APPROVED this 1st day of July, 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

RESOLUTION NO. _____
 SERIES OF 2013

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

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

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

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

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

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

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

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

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

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

ADOPTED AND APPROVED this 1st day of July, 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

RESOLUTION NO. _____
 SERIES OF 2013

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

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

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

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

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

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

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

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

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

ADOPTED AND APPROVED this 1st day of July, 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

RESOLUTION NO. _____
SERIES OF 2013

A RESOLUTION RECOMMENDING JENNIFER HAYES FOR REAPPOINTMENT TO THE HOUSING AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

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

WHEREAS, Jennifer Hayes has served as a member of the Englewood Housing Authority; and

WHEREAS, Jennifer Hayes has offered to serve and has applied for reappointment to the Englewood Housing Authority for another term; and

WHEREAS, the Mayor desires to reappoint Jennifer Hayes to the Englewood Housing Authority for a term expiring July 1, 2018; and

WHEREAS, the Englewood City Council supports the Mayor's appointment and wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

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

Section 1. Jennifer Hayes is hereby reappointed to the Housing Authority for the City of Englewood, Colorado. Jennifer Hayes' term will be effective immediately and will expire July 1, 2018.

ADOPTED AND APPROVED this 1st day of July, 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

RESOLUTION NO. _____
 SERIES OF 2013

A RESOLUTION REAPPOINTING JAMES JORDAN TO THE CODE ENFORCEMENT
 ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

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

WHEREAS, the Code Enforcement Advisory Committee is an advisory committee focused on the activities and services of code enforcement and regulatory processes of the neighborhood services of the Englewood Police Department; and

WHEREAS, the Code Enforcement Advisory Committee makes recommendations to City Council and to the City Manager or his designee for improvements relating to neighborhood services in the City; and

WHEREAS, James Jordan has served as a member of the Englewood Code Enforcement Advisory Committee; and

WHEREAS, James Jordan's term expired on July 1, 2013; and

WHEREAS, the Englewood City Council desires to reappoint James Jordan to another term.

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

Section 1. James Jordan is hereby reappointed to the Englewood Code Enforcement Advisory Committee. James Jordan's term will be effective immediately and will expire July 1, 2015.

ADOPTED AND APPROVED this 1st day of July, 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

RESOLUTION NO. _____
SERIES OF 2013

A RESOLUTION REAPPOINTING KAREN KENNEY TO THE CULTURAL ARTS
COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

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

WHEREAS, the purpose of the Cultural Arts Commission is to provide planning for the
development of cultural arts activities and to implement an Arts Plan; and

WHEREAS, Karen Kenney has served as a member of the Englewood Cultural Arts
Commission; and

WHEREAS, Karen Kenney's term expired July 1, 2013; and

WHEREAS, Karen Kenney's has offered to serve and has applied for reappointment to the
Englewood Cultural Arts Commission; and

WHEREAS, the Englewood City Council desires to reappoint Karen Kenney to the
Englewood Cultural Arts Commission for another term;

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

Section 1. Karen Kenney is hereby reappointed to the Englewood Cultural Arts Commission.
Karen Kenney's term will be effective immediately and will expire July 1, 2016.

ADOPTED AND APPROVED this 1st day of July, 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

RESOLUTION NO. _____
SERIES OF 2013

A RESOLUTION APPOINTING CHRISTINE MCGROATY AS A MEMBER OF THE
BUDGET ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Budget Advisory Committee was established by the Englewood
City Council with the passage of Ordinance No. 16, Series 2013; and

WHEREAS, the City's finances and budget activities are important to the very essence of the
City of Englewood's community; and

WHEREAS, the City Council recognizes the importance of citizen involvement in setting the
scope of the budget activities in the City; and

WHEREAS, Christine McGroaty has applied for appointment to the Englewood Budget
Advisory Committee; and

WHEREAS, there is a vacancy on the Englewood Budget Advisory Committee; and

WHEREAS, the Englewood City Council desires to appoint Christine McGroaty to the
Englewood Budget Advisory Committee;

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

Section 1. Christine McGroaty is hereby appointed to the Englewood Budget Advisory
Committee. Christine McGroaty's term will be effective immediately and will expire July 1,
2016

ADOPTED AND APPROVED this 1st day of July, 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

RESOLUTION NO. _____
SERIES OF 2013

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

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

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

WHEREAS, Daniel Miller is a current member of Alliance For Commerce In Englewood
Committee; and

WHEREAS, Daniel Miller's term expired July 1, 2013; and

WHEREAS, Daniel Miller has offered to serve and has applied for reappointment to the
Alliance For Commerce In Englewood Committee; and

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

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

Section 1. Daniel Miller is hereby reappointed to Alliance For Commerce In Englewood
Committee. Daniel Miller's term will be effective immediately and will expire July 1, 2016.

ADOPTED AND APPROVED this 1st day of July, 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

RESOLUTION NO. _____
SERIES OF 2013

A RESOLUTION APPOINTING JARED MUNN AS A YOUTH LIAISON
TO THE CULTURAL ARTS COMMISSION FOR THE CITY OF
ENGLEWOOD, COLORADO.

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

WHEREAS, the City Council desires to appoint a youth liaison to the Cultural Arts
Commission for the term expiring July 1, 2014; and

WHEREAS, Jared Munn meets the requirements set forth by City Council for appointment as
youth liaison to the Cultural Arts Commission;

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

Section 1. Jared Munn is hereby appointed as a youth liaison to the Cultural Arts
Commission. Jared Munn's term will be effective immediately and will expire July 1, 2014.

ADOPTED AND APPROVED this 1st day of July, 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

RESOLUTION NO. _____
SERIES OF 2013

A RESOLUTION APPOINTING HARVEY PRATT AS A MEMBER OF THE BUDGET
ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Budget Advisory Committee was established by the Englewood
City Council with the passage of Ordinance No. 16, Series 2013; and

WHEREAS, the City's finances and budget activities are important to the very essence of the
City of Englewood's community; and

WHEREAS, the City Council recognizes the importance of citizen involvement in setting the
scope of the budget activities in the City; and

WHEREAS, Harvey Pratt has applied for appointment to the Englewood Budget Advisory
Committee; and

WHEREAS, there is a vacancy on the Englewood Budget Advisory Committee; and

WHEREAS, the Englewood City Council desires to appoint Harvey Pratt to the Englewood
Budget Advisory Committee;

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

Section 1. Harvey Pratt is hereby appointed to the Englewood Budget Advisory Committee.
Harvey Pratt's term will be effective immediately and will expire July 1, 2014

ADOPTED AND APPROVED this 1st day of July, 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

RESOLUTION NO. _____
SERIES OF 2013

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

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

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

WHEREAS, the Englewood City Council desires to appoint Dave Walker to the Englewood
Code Enforcement Advisory Committee;

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

Section 1. Dave Walker is hereby appointed to the Englewood Code Enforcement Advisory
Committee. Dave Walker's term will be effective immediately and will expire July 1, 2015.

ADOPTED AND APPROVED this 1st day of July, 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

RESOLUTION NO. _____
SERIES OF 2013

A RESOLUTION APPOINTING STEVE WARD AS A MEMBER OF THE BUDGET
ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Budget Advisory Committee was established by the Englewood
City Council with the passage of Ordinance No. 16, Series 2013; and

WHEREAS, the City's finances and budget activities are important to the very essence of the
City of Englewood's community; and

WHEREAS, the City Council recognizes the importance of citizen involvement in setting the
scope of the budget activities in the City; and

WHEREAS, Steve Ward has applied for appointment to the Englewood Budget Advisory
Committee; and

WHEREAS, there is a vacancy on the Englewood Budget Advisory Committee; and

WHEREAS, the Englewood City Council desires to appoint Steve Ward to the Englewood
Budget Advisory Committee;

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

Section 1. Steve Ward is hereby appointed to the Englewood Budget Advisory Committee.
Steve Ward's term will be effective immediately and will expire July 1, 2015

ADOPTED AND APPROVED this 1st day of July, 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

RESOLUTION NO. _____
SERIES OF 2013

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

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

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

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

WHEREAS, Jason Whyte has graciously applied to serve as a member of Alliance for Commerce In Englewood Committee; and

WHEREAS, Jason Whyte was previously named as an alternate member of the Alliance for Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to appoint Jason Whyte to Alliance for Commerce In Englewood Committee;

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

Section 1. Jason Whyte is hereby appointed to Alliance for Commerce In Englewood Committee. Jason Whyte's term will be effective immediately and expiring July 1, 2016.

ADOPTED AND APPROVED this 1st day of July, 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 July 1, 2013	Agenda Item 9 a i	Subject Sheridan Sanitation District. No. 1 Connector's Agreement
INITIATED BY Utilities Department		STAFF SOURCE Stewart H. Fonda, Director of Utilities

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council approved a standard Sanitary Sewer Connector's Agreement in January, 1988.

RECOMMENDED ACTION

At their April 9, 2013 meeting the Englewood Water and Sewer Board recommended Council approval of the Sheridan Sanitation District No. 1 Wastewater Connector's Agreement.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Sanitary sewer service is provided to districts outside of the Englewood corporate boundaries through the standard connector's agreement. The Littleton/Englewood Wastewater Treatment Plant is able to receive and treat sewage transmitted by various districts. The attached agreement addresses this service with the district that owns and maintains the sewer mains.

In the Sheridan Sanitation District No. 1 there are approximately 300 taps. The Sheridan Sanitation District No. 1 will continue to own the lines and will be responsible for capital improvements in its system. The attached maps show the Sheridan Sanitation District No. 1 boundaries.

The City Attorney's office has reviewed and approved the standard Connector's Agreement.

FINANCIAL IMPACT

The City will continue to collect sewer fees from customers in the district.

LIST OF ATTACHMENTS

Minutes from May 14, 2013 Water and Sewer Board Meeting
Minutes from June 11, 2013 Water and Sewer Board Meeting
Proposed Bill for Ordinance

**WATER & SEWER BOARD
MINUTES**

MAY 14, 2013

Present: Wiggins, Habenicht, Waggoner, Moore, Woodward , Burns, Olson

Absent: Lay, Penn

Also present: Yasser Abouaish – City Engineer, Stu Fonda – Director of Utilities, John Bock, Utilities Manager of Administration.

The meeting was called to order at 5:04 p.m.

1. MINUTES OF THE MARCH 12, 2013 MEETING AND PHONE VOTE OF MARCH 19, 2013.

The Board received the Minutes of the March 12, 2013 Water Board Meeting and the resulting phone vote of March 19, 2013.

2. SHERIDAN SANITATION DISTRICT NO. 1 WASTEWATER CONNECTOR'S AGREEMENT.

There are approximately 300 taps in the Sheridan Sanitation District No. 1. In the Connector's Agreement, Sheridan Sanitation District No. 1 will continue to own the lines and be responsible for capital improvements in the sewer system. The City Attorney's office has reviewed and approved the standard Connector's Agreement.

Motion: To recommend Council approval of the Sheridan Sanitation District No. 1 Wastewater Connector's Agreement.

Moved: Waggoner Seconded: Habenicht

Motion carried.

9. SELF-GUIDED TOUR OF MEADOW CREEK AND BOREAS PASS DITCH.

The Board received packets for self-guided tours of Meadow Creek and the Boreas Pass Ditch. Joe Tom Wood will appear at the next meeting to discuss Meadow Creek history.

10. MR. MARK MOLNUA – 10326 BLUFFMONT DR. – LATE FEE.

Mr. Molnua submitted a request to have his outside sewer account late fee waived. Mr. Molnau is a prior tenant renting from the prior owner of 10326 Bluffmont Dr.

Motion: To deny Mr. Molnau's request to have the late fee waived on the sewer bill for 10326 Bluffmont Dr.

Moved: Waggoner Seconded: Habenicht.

Motion passed unanimously.

11. ALLEN PLANT SLUDGE.

Mr. Fonda discussed alum sludge disposal sites and options. A professional services contract with Arcadis was discussed for dealing with the State for alum sludge waste disposal sites and the option of sending it to the Littleton/Englewood Wastewater Treatment Plant for processing. Arcadis has had experience in this field with Castle Rock. The Board approved using Arcadis in a professional services capacity, if a satisfactory contract can be negotiated. The contract will be presented to the Board at a future meeting.

12. SUPREME COURT WATER EXCHANGE CASE.

Mr. Fonda reviewed the pending Supreme Court water exchange case with Denver. The judge should be ruling on June 4, 2013.

13. MS4 STORMWATER PERMIT.

Englewood's existing MS4 Stormwater Permit includes Englewood Public Schools. Construction activities for the schools are controlled by the State of Colorado. If the schools remain on the MS4 Permit, Englewood's permit could be in violation for activities of the schools. Englewood schools can obtain an MS4 Permit. The Board agreed that they should

obtain their own permit. The Englewood Utilities Department would be available to show the schools how to apply.

The meeting adjourned at 6:05 p.m.

The next Englewood Water Board meeting will be Tuesday, June 11, 2013 at 5:00 p.m. in the Community Development Conference Room.

Respectfully submitted,

Cathy Burrage
Recording Secretary
City of Englewood

The Board received a copy of, "A History of the Development of Englewood's Cabin-Meadow Creek System by Joe Tom Wood."



3. BOW MAR SANITATION DISTRICT CONNECTOR'S AGREEMENT.

Bow Mar Sanitation District submitted a standard connector's agreement for receiving and treating sewage transmitted by the Bow Mar District. There are approximately 93 taps and the district will continue to own and maintain the sewer mains. The City Attorney's office has reviewed and approved the standard Connector's Agreement.

Motion: Recommend Council approval of the Bow Mar Sanitation District Wastewater Connector's Agreement.

Moved: Waggoner Seconded: Penn

Motion passed unanimously.



4. ENGLEWOOD WATER CONSERVATION PLAN 30 DAY UPDATE & BUDGET.

Tom Brennan, Utilities Engineer, updated the Board on the Water Conservation Plan, comments received and budget.



5. UPDATE ON AMENDMENT #5 FOR UV PROJECT.

Tom Brennan, Utilities Engineer, updated the Board on the UV Project progress, an upcoming credit for Addendum #5 and the budget. A credit will be forthcoming on Addendum #5 because a tracer study was found to be not necessary. The project is 70% constructed with a target completion date of October, 2013.



6. MS4 STORMWATER PERMIT – ENGLEWOOD PUBLIC SCHOOLS.

The Board discussed having the Englewood Public Schools obtain a separate MS4 Stormwater Permit. With a permit separation, any stormwater violation from an illicit discharge by either party will not be reflected on the other entity.

The Director of Utilities and the City Manager will discuss obtaining a MS4 Permit with the Superintendent of Englewood Public Schools.

Motion: To notify Englewood Public Schools to apply for a separate MS4 Stormwater Permit.

Moved: Kells Seconded: Burns

Motion approved unanimously.



7. BOARD APPRECIATION NIGHT MONDAY, JUNE 24, 2013.

There will be an Englewood Board and Committee appreciation night on Monday, June 24, 2013 beginning at 6:00 in the City Hall Community Room.

The meeting adjourned at 6:10 p.m.

The next Englewood Water Board meeting will be Tuesday, July 9, 2013 at 5:00 p.m. in the Community Development Conference Room.

Respectfully submitted,

Cathy Burrage
Recording Secretary

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013 _____

COUNCIL BILL NO. 22
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL WASTEWATER CONNECTOR'S AGREEMENT BETWEEN SHERIDAN SANITATION DISTRICT NO. 1 AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City of Englewood owns and operates a sewage system, including a sewage treatment plant which is jointly owned and operated with the City of Littleton known as the L/E Wastewater Treatment Plant (WWTP); and

WHEREAS, the L/E WWTP provides sanitary sewer service to districts outside of the Englewood corporate boundaries through a standard connector's agreement; and

WHEREAS, the Sheridan Sanitation District No. 1 desires to utilize the L/E WWTP for treatment of the District's sewage; and

WHEREAS, the Sheridan Sanitation District No. 1 has approximately 300 taps; and

WHEREAS, the L/E WWTP is situated physically as to be able to receive and treat the sewage from a designated area served by the Sheridan Sanitation District No. 1 and gathered by the District's sanitary sewage system; and

WHEREAS, Sheridan Sanitation District No. 1 will continue to own the lines and will be responsible for capital improvements and maintenance in its system; and

WHEREAS, the Englewood Water and Sewer Board reviewed and recommended approval of the Sheridan Sanitation District No. 1 Wastewater Connector's Agreement at the May 14, 2013 meeting;

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

Section 1. The Intergovernmental Agreement between the City of Englewood and Sheridan Sanitation District No. 1 entitled "Wastewater Connector's Agreement For Districts" is hereby approved; a copy is attached hereto as Exhibit 1.

Section 2. The Mayor is authorized to execute and City Clerk to attest and seal the Intergovernmental "Wastewater Connector's Agreement", for and on behalf of the Englewood City Council.

Introduced, read in full, and passed on first reading on the 1st day of July, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 5th day of July, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 3rd day of July, 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 1st day of July, 2013.

Loucrishia A. Ellis

4/19/2012
Revision

WASTEWATER
CONNECTOR'S AGREEMENT
For Districts

Sewer Contract No. _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ to be effective as of _____, 20__; by and between the CITY OF ENGLEWOOD, COLORADO, a municipal corporation, hereinafter referred to as "City," acting by and through its duly elected, qualified and authorized Mayor and City Clerk, and the SHERIDAN SANITATION DISTRICT NO. 1, a quasi-municipal corporation and subdivision of the State of Colorado; hereinafter called "District," acting by and through its authorized Representative.

WITNESSETH

WHEREAS, the City owns and operates a sewage system, including a sewage treatment plant which is jointly owned and operated with the City of Littleton, so situated physically as to be able to receive and treat the sewage from a designated area served by the District and gathered by the District's sanitary-sewage system; and

WHEREAS, it is the desire of the District to utilize the facilities owned by the City for the treatment of sewage and the City is willing to serve the District for treatment of sewage under certain conditions;

NOW, THEREFORE, IN CONSIDERATION of the promises and for other good and valuable consideration hereinafter set forth, it is mutually agreed by the parties as follows:

1. The City hereby agrees under the conditions hereinafter set forth, to treat the sewage originating from the District's sanitary sewer system within the area served by the District as approved by the City and as indicated in the description attached hereto, incorporated herein and marked as "Exhibit A."

The District specifically agrees to prevent sewage from any area other than that described herein, from being discharged into the District's sanitary sewage system connected to the City's trunk line and to prevent connections to the system from or in any area other than those described herein.

2. In the operation of the District's sanitary sewer system, the District agrees that all applicable Code provisions and rules and regulations of the City, including amendments thereto during the term of the contract, shall be the minimum standards for the District's system. The District further agrees to abide by all applicable state and federal laws, rules, regulations, or permits, including those of the Environmental Protection Agency (the EPA) as they become effective or implemented or upon notice from the City. The District shall inform all users, contractors and subcontractors of such standards, rules and regulations upon inquiry from such persons, and shall not furnish any information inconsistent therewith. In this regard, it shall be the responsibility of the District to obtain the applicable requirements from the appropriate governing body. The City shall

attempt to maintain and provide information on all requirements to the District; however, the City does not guarantee the accuracy or completeness of government regulations other than the City's own regulations.

3. Regarding the provision of sewer service, the City's permitting requirements shall be followed by the District and its users. All sewer plans, specifications and methods of work within the District shall be submitted to the City in writing and approved by the City prior to any construction or tap in the District's designated area. No permit shall be final and no service shall be provided to property until construction is approved, in writing by the City.
4. The District shall be responsible for the proper maintenance of its sewer system and shall rectify any problems or conditions which have been determined by the District or the City to be detrimental to the City's treatment process or system. Should the City determine that any discharge enters the sewer system contrary to applicable laws, ordinances, statutes, rules, regulations or permits, the District agrees to proceed at once to take whatever lawful means may be necessary to rectify any such problem or condition.
5. The City shall have the right to allocate service under this Contract, and the City may deny additional service for any utility-related reason, but in no event will the City terminate or refuse any service without cause. The City shall have the right to disconnect service to any area annexed to the District when such annexation takes place without prior written City approval.

Within one year of this agreement, the District shall provide the City with an estimate of the number of equivalent service taps needed for the next five (5) years under current zoning and planned build out in the District's area as shown on Exhibit A. The District shall continue to monitor zoning changes within its area to estimate its tap requirements and provide the City with notice of tap requirement for the next five (5) year period which time shall be given to the City on each anniversary date of this Agreement in a form satisfactory to the City.

6. The City may impose and collect reasonable fees, tolls and charges, which shall be uniform as to all outside-City users for the services provided by the City under this Connector's Agreement.

The City shall bill the District users directly for all applicable City charges for services rendered under this Agreement. Should any user not pay the City, the City shall bill the District and the District shall pay the amount due to City within forty-five (45) days of such billing. These charges are subject to adjustment by the City from time to time. When such adjustment to these charges are made, the City shall give the District forty-five (45) days advance written notice.

The City may bill and collect "District Charges" imposed by the Districts as an additional item to be billed and collected by the City along with the City's Treatment charge and other fees. The "District Charges" received by the City shall be remitted by the City to the District annually; less an amount equal to the City and District charges which remain delinquent. The District shall notify the City of any changes in the District charges to be imposed and the remittance schedule before May 1st of each year.

7. Subject to the terms of the Taxpayer's Bill of Rights (TABOR), the term of this Agreement is for a period of three (3) years from the date of execution and automatically renewed for six (6) subsequent three (3) year periods unless either party gives a minimum of six (6) months written notice, during which time the District agrees that all effluent produced from taps within the District shall not be in violation of any federal, state or City laws, rules or regulations, or any other applicable governmental regulations or the permits under which the City operates its sewage treatment system. The City agrees, during the term hereof, to treat said effluent and to maintain adequate facilities for treating the same.
8. The District agrees that it will maintain, at its own expense, all lines now owned and operated by the District, it being specifically agreed that the City assumes no responsibility should any of the District's lines become clogged, damaged, or require maintenance. The District shall, if it deems necessary, notify its users of the District's procedure to remedy service disruption.
9. The City is providing only sewage treatment service and, pursuant thereto; any permits incidental to the use of the City's sewage lines shall be governed only by this individual Contract with the District and the City does not, by this Contract, offer treatment service except in strict accordance with the terms hereof. This Contract does not offer, and shall not be construed as offering, sewage treatment service to the public generally or to any area outside the limits of the District's service area described in Exhibit A.
10. This Contract may not be assigned, sold or transferred by the District without the City's written consent.
11. Should any federal law, rule, permit or regulation or should a decree or order of a court render void or unenforceable any provision of this Contract, in whole or in part, the remainder shall remain in full force and effect.
12. The District shall enforce this Agreement and each of its terms and conditions within the area described in "Exhibit A." The District shall refuse to serve a user or potential user; disconnect the service of any user pursuant to appropriate law; or take other appropriate action in the event of:
 - a. Nonpayment of such user of any charge made by the City for services;
 - b. Any violation or noncompliance by such user with the terms of this Agreement;
 - c. Any violation or noncompliance by such user with the applicable laws, rules, permits or regulations of the City, the United States government, including the EPA, the State of Colorado, the Department of Health, or other law, rule, permit or applicable regulation.
13. Continued breach of this Agreement by the District and/or its users shall be considered cause for the City to terminate this Agreement. Should the District fail to promptly rectify a breach of any provisions identified herein, after notice thereof, the City may take such steps and do such work as it deems necessary to enforce this Agreement, including litigation and specifically a right to injunction or specific performance against the District or any of its users as is necessary to protect the City's system and operations.

The prevailing party shall be entitled to expenses and costs of suit, including attorney fees.

14. Should more than one district be connected to a sewer line, all districts on the sewer line who are in breach of this Agreement shall be jointly and severally liable for any such breach of this Agreement and each such district shall immediately, after notice, rectify any problem or condition detrimental to the treatment process arising within its legal boundaries. When more than one district is connected to a sewer line, and the City discovers any violation of the terms of this connector's agreement; the City shall not be required to prove which district is at fault but shall make available to all such affected districts all information developed or accumulated by the City pertaining to such breach. Nothing contained herein shall preclude a claim for indemnity or contribution by any District against another District connected to a common sewer line. CRS-13-21-111.5, as amended shall govern the percentage of liability of any district on a common sewer line in the event the City seeks to impose liability based upon negligence or fault.
15. This Contract shall not be used as a legal defense or prohibition to the mandatory consolidation of facilities by either party as may be required by the laws of the State of Colorado of all existing sewer collection systems and facilities to a governmental entity created to assume responsibility for sewer service in the area in which both the City and State are a part under statutory or constitutional authority.

CITY OF ENGLEWOOD, COLORADO

, Mayor

ATTEST:

, City Clerk

SHERIDAN SANITATION DISTRICT NO. 1

Aileen F. Marple Chairman

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 8th day of March,
2013, by Aileen F. Marple.

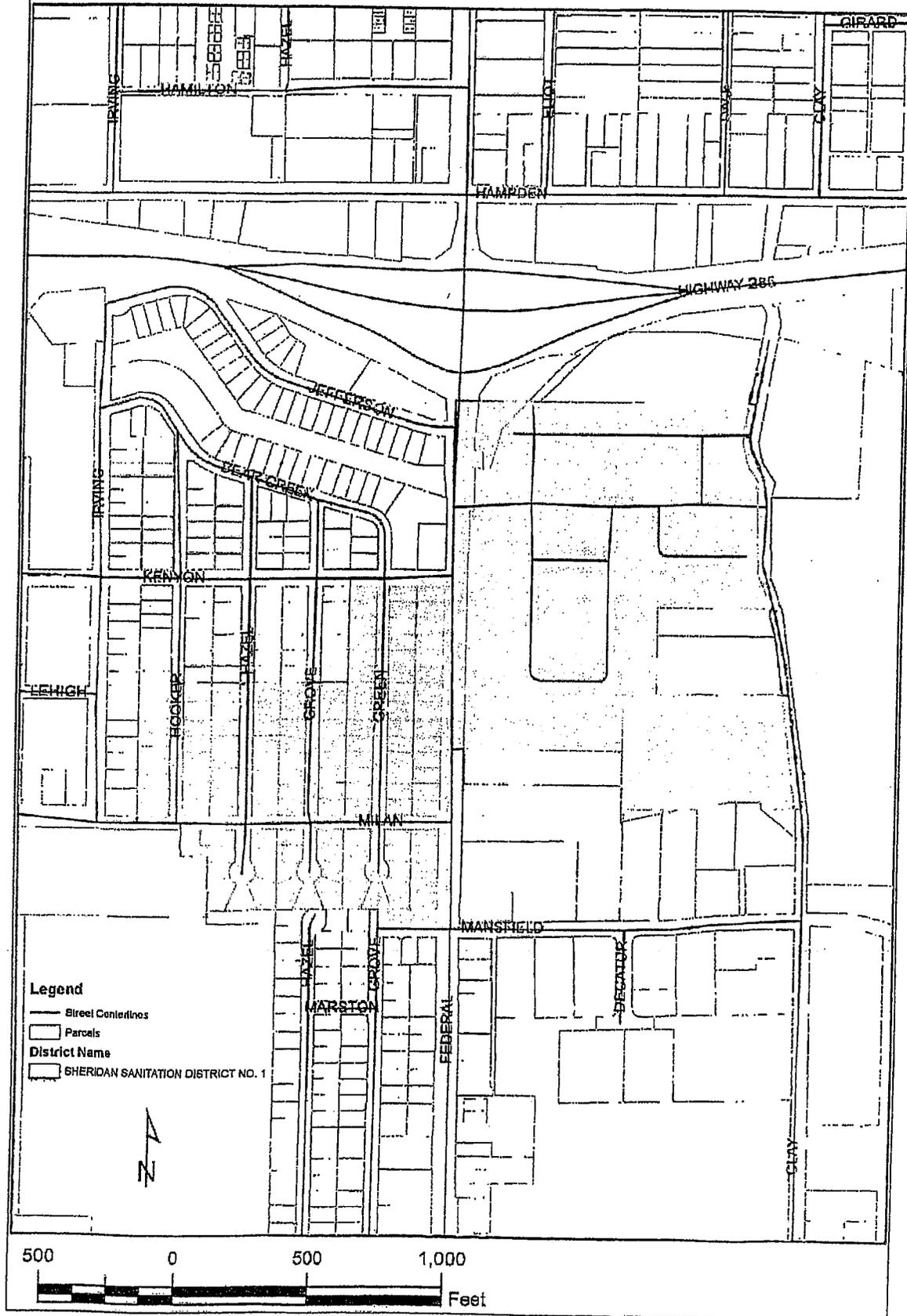
Witness my hand and official seal.

My Commission expires: 9-5-2013

CRYSTAL D. SCHENCK
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 9/5/2013

NOTARY PUBLIC

Sheridan Sanitation District #1



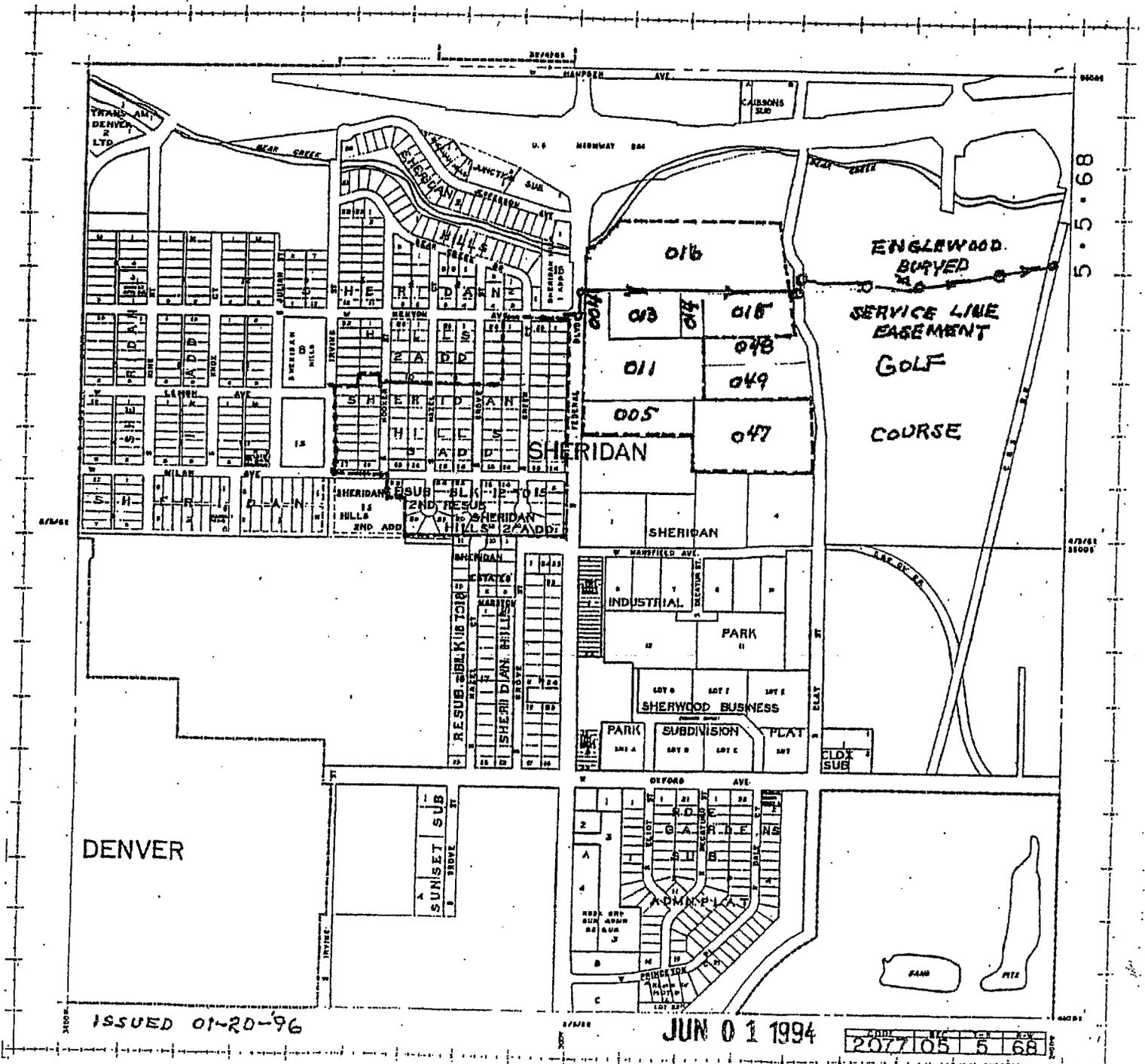
SHERIDAN SANITATION DISTRICT No.1
 3757 South Hooker Street
 Englewood (Sheridan) CO 80110-3226

SHERIDAN SANITATION DISTRICT No.1 described lands situate, lying and being in the County of Arapahoe, State of Colorado, to wit:

ALL OF BLOCK 7, lots 1 thru 28, BLOCK 8, lots 1 thru 22, BLOCK 9, lots 7 thru 22, BLOCK 10, lots 7 thru 22, BLOCK 11, lots 7 thru 25, SHERIDAN HILLS SECOND ADDITION;

Lots 1 thru 33, second resubdivision of BLOCKS 12, 13, 14, and 15, SHERIDAN HILLS SECOND ADDITION.

All of South Park, Mobile Home Park, included Parcels, 016, 015, 014, 013, 011, 004. Bonsai Nursery Parcel 005, Carousel Co., A Discount Storage, Parsel 047.



ISSUED 01-20-96

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COUNCIL COMMUNICATION

Date July 1, 2013	Agenda Item 9 a ii	Subject Southgate Supplement #170
INITIATED BY Utilities Department		STAFF SOURCE Stewart H. Fonda, Director of Utilities

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

None.

RECOMMENDED ACTION

The Water and Sewer Board, at their May 14, 2013 meeting, recommended Council approval of a Bill for an Ordinance approving Southgate Supplement #170.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood provides sewage treatment to approximately 32,000 accounts outside the City through contracts with numerous connector districts. The area is defined by the natural drainage and extends south and east from Broadway to the Valley Highway and from Hampden to Lincoln Ave. excluding Highlands Ranch. By contract the City of Englewood must approve any additions of land to be served by the districts. These are usually in-fill situations that are within what the City considers to be the area it has committed to serve. Adequate capacity has been provided in the treatment plant to accommodate all such future inclusions. Annexation of this parcel of land will not increase the tap allocation of the Southgate Sanitation District.

A request was made by the Southgate Sanitation District representing the owners, Howard & Jacqueline Bellowe, for inclusion of Supplement #170 consisting of a parcel totaling 1.1 acres into the Southgate Sanitation District for residential use. The property is currently zoned Residential. The purpose of the inclusion is to install a sewer line and connect to the existing sewer main in the street. The property is located on the north side of E. Garden Avenue, east of Colorado Blvd.

FINANCIAL IMPACT

None.

LIST OF ATTACHMENTS

Minutes from May 14, 2013 Water and Sewer Board Meeting
Minutes from June 11, 2013 Water and Sewer Board Meeting
Bill for Ordinance

**WATER & SEWER BOARD
MINUTES**

MAY 14, 2013

Present: Wiggins, Habenicht, Waggoner, Moore, Woodward , Burns, Olson

Absent: Lay, Penn

Also present: Yasser Abouaish – City Engineer, Stu Fonda – Director of Utilities, John Bock, Utilities Manager of Administration.

The meeting was called to order at 5:04 p.m.

1. MINUTES OF THE MARCH 12, 2013 MEETING AND PHONE VOTE OF MARCH 19, 2013.

The Board received the Minutes of the March 12, 2013 Water Board Meeting and the resulting phone vote of March 19, 2013.

2. SHERIDAN SANITATION DISTRICT NO. 1 WASTEWATER CONNECTOR'S AGREEMENT.

There are approximately 300 taps in the Sheridan Sanitation District No. 1. In the Connector's Agreement, Sheridan Sanitation District No. 1 will continue to own the lines and be responsible for capital improvements in the sewer system. The City Attorney's office has reviewed and approved the standard Connector's Agreement.

Motion: To recommend Council approval of the Sheridan Sanitation District No. 1 Wastewater Connector's Agreement.

Moved: Waggoner Seconded: Habenicht

Motion carried.

6. BOARD AND COMMISSION APPRECIATION NIGHT.

There will be a Board and Commission appreciation night social on Monday, June 24, 2013 at 6:00 p.m. in the City Hall Community Room.

7. FIRE SPRINKLER SYSTEMS IN NEW SINGLE FAMILY HOMES.

The Board received a memo from John Bock dated May 7, 2013 discussing the newly adopted Uniform Building Code that requires fire sprinkler systems in new, single family homes. A resolution was proposed that Englewood Utilities will not charge tap fees or consumption charges for fire protection. Also it was proposed that, if necessary to meet fire flow requirements, the City will provide a 1" water connection at the ¾" rate and charge ¾" usage rates.

It was noted that if a glycol system is used, a cross connection control device must be installed and an annual inspection is required. Mr. Fonda noted a concern that subsequent owners would not be aware of the annual inspection requirements. It was proposed to require the owner to sign an agreement acknowledging the annual inspection requirement and that the agreement will be recorded against the deed.

Motion: To adopt a policy requiring owners installing glycol fire suppression systems to install a backflow prevention system and submit to an annual inspection. The agreement will be recorded against the deed for informing future property owners.

Moved: Moore Seconded: Habenicht

Motion passed unanimously.

John Bock will draft a resolution which the Board can recommend to City Country for adoption.

8. ARTICLE FROM *ENGLEWOOD HERALD*, "WATER PLAN AWAITS COMMENT."

The Board received a copy of an article that appeared in the April 26, 2013 Englewood Herald about the opportunity for residents to submit comments on the proposed water conservation plan. The deadline for public comment is July 1, 2013.

9. SELF-GUIDED TOUR OF MEADOW CREEK AND BOREAS PASS DITCH.

The Board received packets for self-guided tours of Meadow Creek and the Boreas Pass Ditch. Joe Tom Wood will appear at the next meeting to discuss Meadow Creek history.

10. MR. MARK MOLNUA – 10326 BLUFFMONT DR. – LATE FEE.

Mr. Molnua submitted a request to have his outside sewer account late fee waived. Mr. Molnau is a prior tenant renting from the prior owner of 10326 Bluffmont Dr.

Motion: To deny Mr. Molnau's request to have the late fee waived on the sewer bill for 10326 Bluffmont Dr.

Moved: Waggoner Seconded: Habenicht.

Motion passed unanimously.

11. ALLEN PLANT SLUDGE.

Mr. Fonda discussed alum sludge disposal sites and options. A professional services contract with Arcadis was discussed for dealing with the State for alum sludge waste disposal sites and the option of sending it to the Littleton/Englewood Wastewater Treatment Plant for processing. Arcadis has had experience in this field with Castle Rock. The Board approved using Arcadis in a professional services capacity, if a satisfactory contract can be negotiated. The contract will be presented to the Board at a future meeting.

12. SUPREME COURT WATER EXCHANGE CASE.

Mr. Fonda reviewed the pending Supreme Court water exchange case with Denver. The judge should be ruling on June 4, 2013.

13. MS4 STORMWATER PERMIT.

Englewood's existing MS4 Stormwater Permit includes Englewood Public Schools. Construction activities for the schools are controlled by the State of Colorado. If the schools remain on the MS4 Permit, Englewood's permit could be in violation for activities of the schools. Englewood schools can obtain an MS4 Permit. The Board agreed that they should

obtain their own permit. The Englewood Utilities Department would be available to show the schools how to apply.

The meeting adjourned at 6:05 p.m.

The next Englewood Water Board meeting will be Tuesday, June 11, 2013 at 5:00 p.m. in the Community Development Conference Room.

Respectfully submitted,

Cathy Burrage
Recording Secretary
City of Englewood

The Board received a copy of, "A History of the Development of Englewood's Cabin-Meadow Creek System by Joe Tom Wood."



3. BOW MAR SANITATION DISTRICT CONNECTOR'S AGREEMENT.

Bow Mar Sanitation District submitted a standard connector's agreement for receiving and treating sewage transmitted by the Bow Mar District. There are approximately 93 taps and the district will continue to own and maintain the sewer mains. The City Attorney's office has reviewed and approved the standard Connector's Agreement.

Motion: Recommend Council approval of the Bow Mar Sanitation District Wastewater Connector's Agreement.

Moved: Waggoner Seconded: Penn

Motion passed unanimously.



4. ENGLEWOOD WATER CONSERVATION PLAN 30 DAY UPDATE & BUDGET.

Tom Brennan, Utilities Engineer, updated the Board on the Water Conservation Plan, comments received and budget.



5. UPDATE ON AMENDMENT #5 FOR UV PROJECT.

Tom Brennan, Utilities Engineer, updated the Board on the UV Project progress, an upcoming credit for Addendum #5 and the budget. A credit will be forthcoming on Addendum #5 because a tracer study was found to be not necessary. The project is 70% constructed with a target completion date of October, 2013.



6. MS4 STORMWATER PERMIT – ENGLEWOOD PUBLIC SCHOOLS.

The Board discussed having the Englewood Public Schools obtain a separate MS4 Stormwater Permit. With a permit separation, any stormwater violation from an illicit discharge by either party will not be reflected on the other entity.

The Director of Utilities and the City Manager will discuss obtaining a MS4 Permit with the Superintendent of Englewood Public Schools.

Motion: To notify Englewood Public Schools to apply for a separate MS4 Stormwater Permit.

Moved: Kells Seconded: Burns

Motion approved unanimously.



7. BOARD APPRECIATION NIGHT MONDAY, JUNE 24, 2013.

There will be an Englewood Board and Committee appreciation night on Monday, June 24, 2013 beginning at 6:00 in the City Hall Community Room.

The meeting adjourned at 6:10 p.m.

The next Englewood Water Board meeting will be Tuesday, July 9, 2013 at 5:00 p.m. in the Community Development Conference Room.

Respectfully submitted,

Cathy Burrage
Recording Secretary

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. 23
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING SUPPLEMENT NO. 170 TO THE SOUTHGATE
SANITATION DISTRICT CONNECTOR'S AGREEMENT FOR THE INCLUSION OF LAND
WITHIN THE DISTRICT BOUNDARIES.

WHEREAS, Southgate Sanitation District recommends the inclusion of approximately 1.1 acres into the District for residential use; and

WHEREAS, said inclusion is located on the North side of East Garden Avenue, East of Colorado Boulevard in Greenwood Village; and

WHEREAS, the proposed inclusion is to install a sewer line and connect to the existing sewer main in the street; and

WHEREAS, the zoning of this property in Greenwood Village is currently zoned Residential which is the proposed use of this property; and

WHEREAS, said annexation of this parcel of land will not increase the tap allocation to the Southgate Sanitation District; and

WHEREAS, the Englewood Water and Sewer Board recommended approval of this Agreement at its May 14, 2013 meeting;

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

Section 1. The Agreement between the City of Englewood and Southgate Sanitation District entitled "Supplement No. 170, to Connector's Agreement", which includes 1.1 acres located on the North side of East Garden Avenue, East of Colorado Boulevard in Greenwood Village, is hereby accepted and approved by the Englewood City Council. A copy of said Agreement is attached hereto as "Attachment 1" and incorporated herein by reference.

Section 2. The Mayor and City Clerk are hereby authorized to sign and attest, respectively, the said Agreement for and on behalf of the City Council and the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 1st day of July, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 5th day of July, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 3rd day of July, 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 1st day of July, 2013.

Loucrishia A. Ellis

SUPPLEMENT NO. 170 TO CONNECTOR'S AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF ENGLEWOOD**, acting by and through its duly authorized Mayor and City Clerk, hereinafter called the "**City**," and **SOUTHGATE SANITATION DISTRICT**, Arapahoe and Douglas Counties, Colorado, hereinafter called the "**District**,"

WITNESSETH:

WHEREAS, on the 20th day of June, 1961, the City and the District entered into an Agreement in which the City agreed to treat sewage originating from the District's sanitary sewer system within the area served by the District, which Agreement was renewed by Connector's Agreement dated November 16, 1988 and Amended April 20, 2009; and

WHEREAS, said Connector's Agreement provides that the district may not enlarge its service area without the written consent of the City;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth, the parties agree as follows:

1. The City hereby consents to the inclusion of certain additional area located in Arapahoe County, Colorado, owned by Howard Bellowe and more fully described on Exhibit A attached hereto and incorporated herein by reference, into Southgate Sanitation District. The City agrees that said additional area may be served with the sewer facilities of the District, and that the City will treat the sewage discharged into the City's trunk line from said additional area, all in accordance with the Connector's Agreement dated November 16, 1988 and Amended April 20, 2009. Accordingly, Exhibit A referred to in Paragraph 1 of the Connector's Agreement dated November 16, 1988 and Amended April 20, 2009, is hereby amended to include such additional area.

2. Each and every other provision of the said Connector's Agreement dated November 16, 1988 and Amended April 20, 2009, shall remain unchanged.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 2013.

CITY OF ENGLEWOOD

By: _____
MAYOR

ATTEST:

CITY CLERK
(SEAL)

**SOUTHGATE SANITATION DISTRICT,
ARAPAHOE AND DOUGLAS COUNTIES,
COLORADO**

By: _____
PRESIDENT

ATTEST: . \ / 11

SECRETARY
(SEAL)

**NOTICE OF PETITION FOR INCLUSION OF
REAL PROPERTY**

Notice is hereby given that on February 12, 2013 a Petition was filed with the Board of Directors of Southgate Sanitation District, Arapahoe and Douglas Counties, Colorado, requesting the inclusion of certain real property into the District. The names and addresses of the Petitioners and the legal description of the property sought to be included in the District are as follows:

Name and Address of
Petitioners:

Howard & Jacqueline Bellowe
5400 S. Colorado Blvd.
Greenwood Village, Colorado 80121

Property Description:

Lot 3, Village Hill,
County of Arapahoe,
State of Colorado

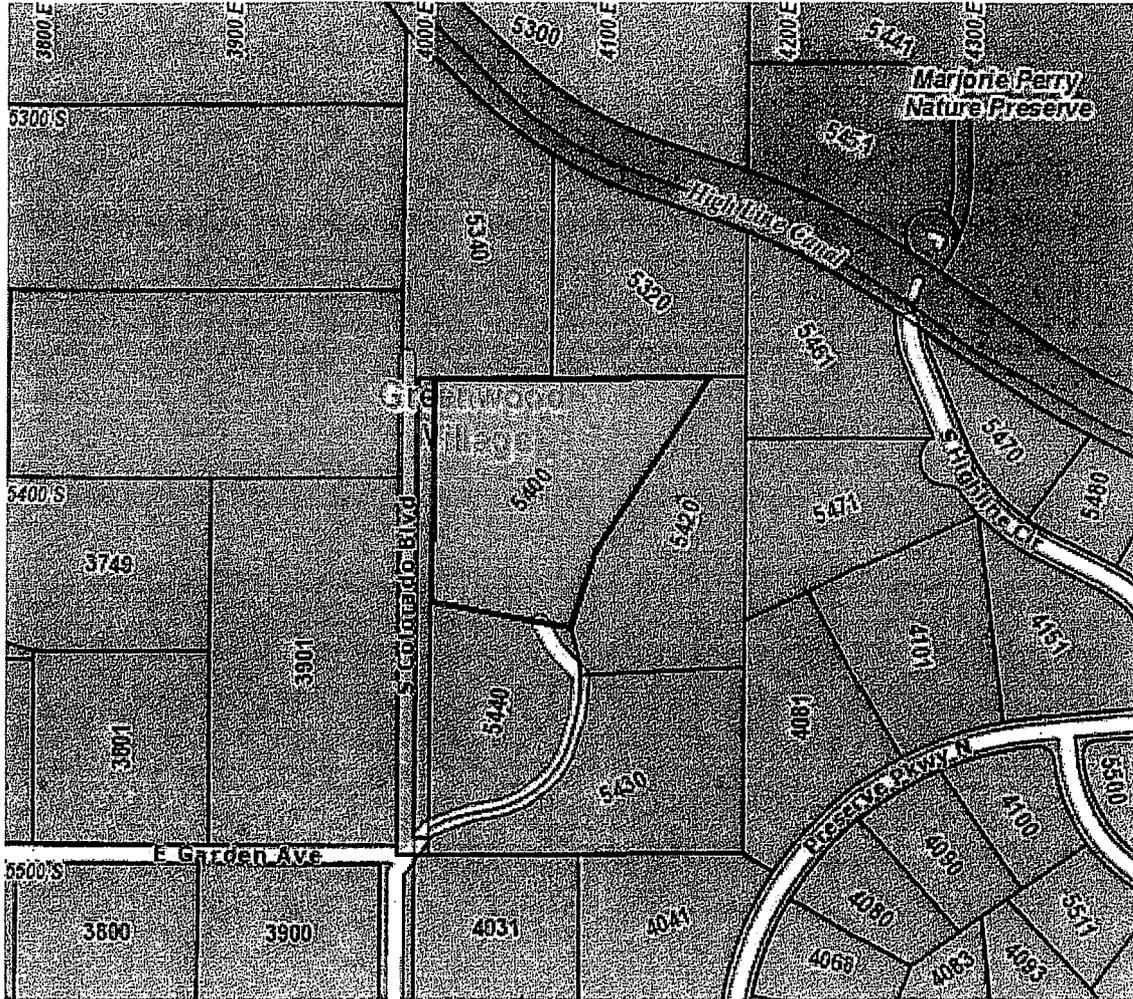
Notice is further given that a hearing will be held on said Petition at a public meeting of the Board of Directors of Southgate Sanitation District, Arapahoe and Douglas Counties, Colorado, on March 12, 2013 at 4:00 p.m., at the office of the District, 3722 East Orchard Road, Littleton, Colorado, and that interested persons may appear at such time and place and show cause in writing, if any they have, why said Petition should not be granted.

A full copy of this notice is available for review at the Southgate Offices, (address above), during normal business hours.

BY ORDER of the Board of Directors of Southgate Sanitation District,
Arapahoe and Douglas Counties, Colorado.

SOUTHGATE SANITATION DISTRICT
Arapahoe and Douglas Counties,
Colorado

By: /s/ Paul Wiethorn
Secretary,
Southgate Water District



COUNCIL COMMUNICATION

Date: July 1, 2013	Agenda Item: 9 a iii	Subject: Memorandum of Understanding authorizing participation in the State of Colorado's digital trunked radio system
Initiated By: Police Department	Staff Source: Tim Englert, Police Commander	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

N/A

RECOMMENDED ACTION

The Police Department is recommending that Council approve a bill for an ordinance authorizing a Memorandum of Understanding (MOU) with the Governor's Office of Information Technology, Communication Services for continued use of the State's digital trunked radio (DTR) system software for Englewood's Police and Fire Departments.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This MOU shall define the framework allowing the State and the receiving agency to benefit from State-supported and planned upgrades and updates to the public safety statewide digital trunked radio (DTR) system software.

The parties, through cooperation in the DTR system, provide a public safety communications capability serving state agencies and participating local, regional, tribal, and federal government entities.

FINANCIAL IMPACT

There is no cost to the City to participate. The State of Colorado has placed funding for the DTR software upgrades in the FY14 budget. The City of Englewood will receive these upgrades valued by the State at \$39,135.00 in exchange for the agreement to participate in the DTR system for the next five years. Should the City elect to leave the DTR system at some point a fee of \$625.25 will be assessed each month for those months remaining in the 60 month term of the agreement.

LIST OF ATTACHMENTS

Proposed Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013 _____

COUNCIL BILL NO. 24
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN THE COLORADO GOVERNOR'S OFFICE OF INFORMATION TECHNOLOGY
AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, this Memorandum of Understanding defines the framework for allowing the State and the Receiving Agency (City of Englewood) to benefit from State supported and planned upgrades and updates of public safety statewide digital trunked radio (DTR) system software, and will specifically address the upgrade of system software from SR 7.5 to SR 7.14; and

WHEREAS, the passage of this Ordinance will permit the City of Englewood to functionally connect their respective radio systems and this Memorandum of Understanding documents the sharing of resources to the mutual benefit of all Parties; and

WHEREAS, the Parties through cooperation in the DTR system, provide a public safety communications capability serving state agencies and participating local, regional, Tribal and Federal government entities; and

WHEREAS, the sharing of communications resources are actions that may substantially reduce costs and enhance interoperable communications for local, county, state, tribal and federal public safety providers.

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 "Memorandum of Understanding Between Governor's Office of Information Technology, (OIT) Communication Services and the City of Englewood- Police and Fire Departments, 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 1st day of July, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 5th day of July, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 3rd day of July, 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 1st day of July, 2013.

Loucrishia A. Ellis

MEMORANDUM OF UNDERSTANDING
Between
Governor's Office of Information Technology, (OIT)
Communication Services

And the
City of Englewood – Police and Fire

1. Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered into by and among the City of Englewood - Police and Fire, 3615 South Elati Street, Englewood, Colorado 80110, hereinafter referred to as the "Receiving Agency" and the State Of Colorado, Governor's Office of Information Technology, Communication Services, 601 East 18th Avenue, Denver, CO 80203, hereinafter referred to as the "State ", and jointly referred to as the "Parties".

2. Purpose:

This MOU shall define the framework for allowing the State and the Receiving Agency to benefit from State supported and planned upgrades and updates of public safety statewide digital trunked radio (DTR) system **software**. This MOU shall specifically address the upgrade of system software from SR 7.5 to SR 7.14.

The Parties have functionally connected their respective Radio Systems and this MOU documents the sharing of resources to the mutual benefit of all Parties.

3. Statement of Mutual Interests and Benefits:

The Parties, through cooperation in the DTR system, provide a public safety communications capability serving state agencies and participating local, regional, Tribal and Federal government entities. It is in the best interest and for the greater benefit of all users of the DTR system to improve public safety communications by State, Local, Regional, Tribal and Federal Governments sharing resources and capabilities.

The sharing of communications resources are actions that may substantially reduce costs and enhance interoperable communications for local, county, state, tribal and federal public safety providers.

DTR system upgrades and enhancements performed in concert and across the system provide the greatest benefit and advantage to all DTR system users. As part of its participation in the DTR system, the State is seeking to improve public safety communications across the state by providing a system wide upgrade to the shared resources and capabilities.

Maintaining DTR system consistency and stability are critical to the reliable performance of the system statewide. In order to maintain system software consistency, routine MOTOPATCH software patches and system security updates provided by Motorola, and downloaded to the State's Master Zone, will be pushed to all connected DTR system components by the State engineering staff.

4. Cooperators Agree:

- 4.1 The installation of DTR system **software** upgrades on Receiving Agency owned computer equipment at their dispatch center in no way changes Receiving Agency ownership or otherwise alters control of Receiving Agency owned equipment. Receiving Agency reserves the right to refuse the installation of DTR system **software** upgrades on Receiving Agency owned equipment at their dispatch center. It is understood that by refusing installation of DTR system **software** upgrades Receiving Agency risks the loss of public safety communications interoperability, and in some cases operability, capabilities currently offered by the DTR system. Receiving Agency fully and completely understands that all integrated components of the DTR system must operate on the same System Release software version. Refusal of the installation of this software upgrade will make any component **not** receiving the software upgrade/s incompatible with the DTR system. Receiving Agency DTR system components identified as incompatible with the DTR system will require disconnection from the Master Zone.
- 4.2 Unless specifically authorized in this MOU, neither Party, nor their representative shall adjust, maintain or otherwise touch equipment owned by another without written agreement to do so prior to adjustment, maintenance or other action taking place.
 - 4.2.1 Receiving Agency is fully and completely responsible for ensuring its hardware meets Motorola specifications to remain operational with the new System Release software. Equipment malfunctions due to **software** upgrades provided by the State for this system wide upgrade shall be reported to the Receiving Agency's authorized Motorola Dealer for service or repair. The Service Level Agreement (SLA) located in the CCNC Policy and Procedure Manual (<http://www.ccncinc.org>) shall be considered the standard for service and repair of defective or malfunctioning equipment or **software**.
- 4.3 Parties agree to establish and maintain safety and security guidelines for site user representatives to follow when accessing the sites.
- 4.4 State shall work in concert with Receiving Agency to plan and schedule installation of **software** updates. Every effort will be made to give ample time and opportunity for Receiving Agency to prepare for the State installation, testing and monitoring of the new **software** and equipment.

Receiving Agency understands and expects there will be limited disruption in service during the installation of **software** updates on dispatch console equipment. State and its agents and contractors will make every effort to limit the disruption in service to the shortest duration possible.

- 4.5 Receiving Agency grants permission to the State and its authorized employees, agents, and contractors to enter its associated buildings, easements and rights-of-way to install, test, and operate the **software** provided for in Exhibit A to this MOU; provided that proper advance arrangements are made with the Receiving Agency owning such buildings, easements and rights-of-way.
- 4.6 For purposes of this MOU, the State agrees to purchase and provide for the installation, testing, and monitoring of the DTR system **software** updates/upgrades from SR 7.5 to SR 7.14 as defined in Exhibit A.
- 4.7 Receiving Agency agrees that acceptance of the DTR system **software** upgrades obligates the Receiving Agency to remain an active, connected, and integral partner of the DTR system for a minimum period of five (5) years from the beginning of this upgrade on July 1, 2013 and expiring on June 30, 2018.
 - 4.7.1 Should the Receiving Agency elect to disconnect or otherwise cease participation with the DTR system prior to the agreed upon term, Receiving Agency shall be responsible for reimbursement to the State for an apportioned cost of the DTR system upgrade cost incurred by the State during this system-wide upgrade.
 - 4.7.1.1 State investment in this upgrade specifically provided to Receiving Agency is: \$ 39,135.00. Apportioned cost shall be divided into sixty (60) equal monthly amounts \$ 652.25
 - 4.7.2 State reserves the right to evaluate Receiving Agency concerns with regards to the obligations defined in this MOU on a case-by-case basis.
- 4.8 *In some isolated cases, Motorola MCC7500 console hardware upgrades may be required in order to operate on the new system software platform. It is the full responsibility, and at the sole expense, of the Receiving Agency to upgrade their console hardware to be compatible with the new system software prior to the system wide software upgrade.*

5. Insurance:

Each Party shall at its sole cost and expense, obtain insurance or self insure, its inventory, equipment, and all other property associated with this equipment against loss resulting from fire or other casualty.

6. Control and Possession of Systems:

Each Party shall remain in exclusive control and possession of its own telecommunications system and equipment and this MOU shall not be construed to grant any Party any rights of ownership, control, or possession of the other Party's systems or equipment, other than those which may be specifically set forth herein or in exhibits hereto.

7. Nondedication of Equipment:

The Parties do not intend to dedicate, and nothing in this MOU shall be construed as constituting a dedication by any Party of its rights, or equipment, or any part thereof, to the other Parties or any customer or member of the other Party.

8. Uncontrollable Forces:

No Party shall be considered to be in default in performance of any of its obligations under this MOU when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the Party affected including, but not restricted to, failure or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority or action or non-action by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved. Any Party rendered unable to fulfill any obligation under this MOU by reason of uncontrollable force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

9. Notices.

Any notice, demand or request pursuant to this MOU herein shall be in writing and shall be considered properly given when delivered in person, sent by either registered or certified mail, acknowledged by an email with a delivery and/or read receipt attached, or sent by national overnight delivery service, postage prepaid addressed to the other Party's principal offices.

9.1 Notices to the State shall be sent to: State of Colorado, Governor's Office of Information Technology, Communication Services, 601 East 18th Avenue, Suite 250, Denver, CO 80203

9.2 Notices to Receiving Agency shall be sent to: City of Englewood-Police and Fire, 3615 South Elati Street, Englewood, Colorado 80110

10. Binding Obligations.

All of the obligations set forth in this MOU shall bind the Parties and their successors and assigns, and such obligations shall run with the Parties' rights, titles, interests, and with all of the interests of each Party to this MOU.

11. Fund Availability

Financial obligations of the State payable after the first fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

12. Future Obligations.

Receiving Agency shall not plan for, or otherwise expect the State to provide future system wide **software** upgrades beyond the **software** upgrade defined in this MOU. State is not obligated in any way to provide future **software** upgrades to Receiving Agency DTR system components.

THE PARTIES HERETO HAVE EXECUTED THIS MOU

* Persons signing for the Parties hereby swear and affirm that they are authorized to act on their behalf and acknowledge that the Parties are relying on their representations to that effect.

<p>CITY OF ENGLEWOOD POLICE AND FIRE By: Randy P. Penn Title: Mayor</p> <hr/> <p>*Signature</p> <p>Date: _____</p>	<p>GOVERNOR'S OFFICE OF INFORMATION TECHNOLOGY Kristin Russell, Secretary of Technology and State Chief Information Officer</p> <hr/> <p>By: Brenda Berlin – Chief Financial Officer</p> <p>Date: _____</p>
	<p>LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By:</p> <hr/> <p>Signature - Assistant Attorney General</p> <p>Date: _____</p>

Exhibit A

RECEIVING AGENCY DISPATCH CENTER

At the Receiving Agency dispatch center the Receiving Agency shall:

1. Assist in coordination with the State Public Safety Communications Network (PSCN) engineers and technical staff and their associates for the installation of DTR system **software** upgrades at Receiving Agency facility.
2. Authorize State PSCN technical staff and their agents and/or associates required access to Receiving Agency dispatch center for the purpose of installation, testing and monitoring of **software**.
3. Receiving Agency remains responsible for locally owned equipment.
4. Receiving Agency agrees to the below cost table.

DTR 7.5-7.14 Upgrade Quote for Sale Pricing Breakdown for Englewood			
Description	Qty	Price per Site/ Channel/ Position	Totals
MCC 7500 Console Operator Positions	3	\$13,045	\$39,135
TOTAL			\$39,135

At the Receiving Agency dispatch center the State shall:

1. Make every effort to schedule and make ample notification to Receiving Agency of the date/s and time/s State and their agents may be expected to be on site to perform the necessary work to effect the upgrade of the Receiving Agency components of the DTR system.
2. Purchase and provision for all necessary personnel and equipment required for installation, testing and monitoring of DTR system **software** upgrades from SR 7.5 to SR 7.14.
3. In order to maintain system software consistency, the State remains wholly responsible for all software maintenance, including the authorization to push software patches and security updates to all DTR system components.

COUNCIL COMMUNICATION

Date July 1, 2013	Agenda Item 9 a iv	Subject Intergovernmental Agreement with Arapahoe County for Coordinated Election Services
INITIATED BY Election Commission/City Clerk's Office		STAFF SOURCE Frank Gryglewicz, Director of Finance and Administrative Services Loucrishia A. Ellis, City Clerk/Election Commission Member

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City of Englewood has participated with Arapahoe County in conducting coordinated elections for every City of Englewood General Municipal Election since 1993.

RECOMMENDED ACTION

Approve, by ordinance, an intergovernmental agreement between the City of Englewood and Arapahoe County for the November 5, 2013 Coordinated Election.

Because of State Legislation and the Taxpayer's Bill of Rights (TABOR) amendment approved by the voters in 1992, coordinated elections are to be conducted throughout the State by County Clerks. Arapahoe County has advised the City of Englewood it will be conducting a Mail Ballot Election on November 5, 2013. The County has the capability of coordinating this election and including the City of Englewood.

The Election Commission agrees that it is in the best interest of the electors of Englewood to conduct elections jointly with the other political entities within the County. In order to participate in the 2013 Coordinated Election, the City of Englewood must enter into an intergovernmental agreement with Arapahoe County.

Staff has reviewed the proposed intergovernmental agreement and concurs with the Commission's recommendation.

FINANCIAL IMPACT

Since costs are based on several variables, e.g. the number of registered electors in the City of Englewood at the time of the election, the number of ballot questions, the number of entities participating in the election, the financial impact is only an estimate. Based on the known facts, the cost of the 2013 Municipal Election has been budgeted at \$25,000.00.

LIST OF ATTACHMENTS

Proposed bill for an ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013 _____

COUNCIL BILL NO. 25
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF ARAPAHOE COUNTY, COLORADO, BY AND THROUGH THE ARAPAHOE COUNTY CLERK AND RECORDER, AND THE CITY OF ENGLEWOOD, COLORADO, TO CONDUCT A COORDINATED ELECTION ON NOVEMBER 5, 2013.

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the City of Englewood has participated with Arapahoe County in conducting coordinated elections since 1993; and

WHEREAS, Arapahoe County and the City of Englewood have determined that it is in the best interest of the taxpayers and the electors to conduct a Coordinated Election on November 5, 2013; and

WHEREAS, Arapahoe County and the City of Englewood desire to set forth their respective responsibilities for the Coordinated Election pursuant to the Intergovernmental Agreement.

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

Section 1. The Intergovernmental Agreement for Coordinated Election is attached hereto as "Exhibit A". The Intergovernmental Agreement for Coordinated Election is hereby accepted and approved by the Englewood City Council.

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

Introduced, read in full, and passed on first reading on the 1st day of July, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 5th day of July, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 3rd day of July, 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 1st day of July, 2013.

Loucrishia A. Ellis

INTERGOVERNMENTAL AGREEMENT
FOR COORDINATED ELECTION
ARAPAHOE COUNTY
NOVEMBER 5, 2013
(Election)

This Intergovernmental Agreement is entered into by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado and the Arapahoe County Clerk and Recorder (hereinafter jointly referred to as the "County") and the City of Englewood (hereinafter referred to as the "Political Subdivision" and/or "jurisdiction").

WHEREAS, pursuant to the Uniform Election Code of 1992, (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the County and the Political Subdivision have determined that it is in the best interest of the taxpayers and the electors to conduct a Coordinated Election on November 5, 2013; and

WHEREAS, the Colorado Constitution, Article X, Section 20, ("TABOR") requires the production of a mailed notice ("TABOR Notice") concerning certain ballot issues and/or ballot questions that will be submitted to the electors of the County and the Political Subdivision; and

WHEREAS, the County and the Political Subdivision have determined that it is in the best interest of the taxpayers and the electors for the County to print the TABOR Notice for the November 5, 2013 election; and

WHEREAS, the TABOR Notices of several jurisdictions are to be sent as a package where jurisdictions overlap; and

WHEREAS, when appropriate there should be county-wide coordination of the production and mailing of the TABOR Notice package to effectuate the purposes of said constitutional section; and

WHEREAS, the County and the Political Subdivision desire to set forth their respective responsibilities for the Coordinated Election pursuant to this Intergovernmental Agreement.

NOW, THEREFORE, IT IS AGREED by the County and the Political Subdivision as follows:

1. The November 5, 2013 election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.) as may be amended and the Voter Access and Modernized Elections Act (HB 13-1303). The election participants shall be required to execute agreements with Arapahoe County for this purpose and may include municipalities, school districts and special districts within the Arapahoe County limits and the State of Colorado.
2. The November 5, 2013 election shall be conducted by the County as a mail ballot election.
3. The Arapahoe County Clerk and Recorder shall be designated as the Coordinated Election Official and the Political Subdivision hereby identifies Loucrishia A. Ellis, City Clerk as its Designated Election Official.
4. The County shall perform the following tasks in relation to the Coordinated Election, to wit:
 - a. Negotiate an agreement for the printing of the official ballots.

- b. Provide a copy of the ballot layout and the text of the official ballot to the Designated Election Official for proofreading before authorization to begin printing of all ballots.
- c. Provide a copy of the Political Subdivisions' legal boundaries as defined in the Arapahoe County Street List Locator no later than August 2, 2013.
- d. Certify the complete, "as of" number of registered electors within the Arapahoe County portion of the Political Subdivision no later than October 07, 2013.
- e. Deliver a proposed election plan to the Secretary of State no later than 90 days prior to the coordinated election.
- f. Provide mail ballots, affidavits, certificates, envelopes, instruction cards, replacement ballots, and other necessary supplies to eligible voters.
- g. Appoint, compensate, instruct and oversee the board of canvassers.
- h. Appoint, compensate, instruct and oversee the judges of the election, including counting judges.
- i. Publish and post the required legal notice pursuant to C.R.S. §1-7.5-107(2.5)(a)(I) no later than 20 days before the coordinated election.
- j. Publish and post the required legal notice pursuant to C.R.S. §1-5-205 that is published no later than 10 days prior to the election for the jurisdiction's ballot issues, ballot questions and/or candidates.
- k. Provide support on the date of the election by telephone and in person, should the need arise until counting of the ballots is completed.
- l. Supervise delivery of ballots to judges, distribution, handling and counting of ballots and the survey of returns.
- m. Provide unofficial results of the election via arapahoevotes.com.
- n. Prior to tabulation of voted ballots, provide the participating jurisdiction test ballots of the jurisdiction's ballot style(s) to allow for testing of electronic vote-counting equipment.
- o. Provide and operate the County's electronic voting machines and vote-counting equipment. There will be no charge for the pre-election preventative maintenance on the electronic vote-counting equipment for this election cycle.
- p. Maintain a list of names and precinct numbers of eligible electors together with the date on which the mail ballot was sent and the date on which the mail ballot was returned or cast.
- q. Maintain a list of actual voters from the November 5, 2013 election, and upon request, generate a printed list of the persons who voted following the election. The cost will be \$0.05 (1/2-cent) per name.
- r. Store all voted ballots for a minimum of 25 months, and all other materials required by law to be saved, in such a manner that they may be accessed by the participating jurisdiction, if necessary, to resolve any challenge or other legal questions that might arise regarding the election.
- s. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the election for the jurisdiction. The participating jurisdiction's proportional share of actual costs shall be based on County expenditures relative to the November 5, 2013 election.

5. The Political Subdivision shall perform the following tasks in relation to the Coordinated Election, to wit:
 - a. Certify the candidates, if applicable, and the list of ballot issues and/or ballot questions on a portable data storage device or by email (with receipt confirmed by the County Election Department) in Microsoft Word format along with a paper copy no later than 4:00 p.m. on September 6, 2013. The ballot content must be certified in the order in which it will appear on the ballot. The jurisdiction shall be solely responsible for the accuracy of the information contained in the certificate. The certified list of candidates, ballot issues and/or ballot questions shall be final and the County will not be responsible for making any changes after certification.
 - b. Within one day of receipt, proofread the layout and the text of the jurisdiction's portion of the official ballots before authorizing the printing of all ballots.
 - c. Publish and post any required legal notices for the jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice required by C.R.S. §§ 1-5-205 and 1-7.5-107(2.5)(a)(I) that is published no later than 10 days prior to the election. A copy of such published legal notice shall be submitted to the County for its records.
 - d. Prepare, hand-count and deliver to the County Clerk, the required test deck of ballots for testing the electronic vote counting equipment. Participate in logic and accuracy test, date to be determined.
 - e. Remit payment directly to Arapahoe County within 60 days of billing for its prorated share of ALL COSTS relating to the printing and mailing of ballots and all other election expenses described in Section 4.
 - f. Comply with the provisions of the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), and the time guidelines schedule as attached hereto as these relate to the November 5, 2013 election. The Political Subdivision shall notify the County of any exception no later than 29 days prior to the election.
 - g. The Political Subdivision shall defend and resolve at its sole expense all challenges relative to the candidates, ballot issues and/or ballot questions as certified to the County for inclusion in the November 5, 2013 Coordinated Election.
 - h. Submit to the County a map identifying the participating jurisdiction's boundaries no later than July 25, 2013.
 - i. Certify to the County, no later than August 19, 2013, the Political Subdivision's legal boundaries from the Street List Locator provided to the Political Subdivision on July 29, 2013.
 - j. Obtain and deliver a certified copy of the property owners' list for the Political Subdivision, (if deemed applicable), that has been reviewed against the voter registration records in the office of the Arapahoe County Clerk and Recorder.
6. If the Coordinated Election includes a ballot question and/or issue governed by Colorado Constitution, Article X, Section 20, ("TABOR"), the County shall perform the following tasks in relation to the TABOR Notice:
 - a. Certify the complete number of registered electors and/or household addresses with one or more active registered voters, within the Arapahoe County portion of the Political Subdivision no later than October 07, 2013.
 - b. Determine the "least cost" method for mailing the TABOR Notice package. Nothing herein shall preclude the County from sending the TABOR Notice or Notice package to persons other than electors of the Political Subdivision if such transmittal arises from the County's efforts to mail the TABOR Notice package at the "least cost."

- c. Include the text, and provide a proof as written and in the order submitted, in accordance with the TABOR requirements for the TABOR Notice. Coordinate and mail the TABOR Notice package in the time frame as required by law.
- d. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's TABOR Notice services for the Political Subdivision. The Political Subdivision's proportional share of actual costs shall be based on the County's total expenditures relative to the 2013 TABOR Notice.

7. If the Coordinated Election includes a ballot question and/or issue governed by Colorado Constitution, Article X, Section 20, ("TABOR"), the Political Subdivision shall perform the following tasks in relation to the TABOR Notice.

- a. Publish all required legal notices for the jurisdiction's ballot questions/ballot issues, other than the notice that is required by C.R.S. §1-5-205 that is published no later than 10 days before the election, which covers all pertinent information required by statute. A copy of such published legal notice shall be submitted to the County for its records.
- b. Comply with the provisions of the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), and the time guidelines schedule, as these relate to the November 5, 2013 election in the Political Subdivision, unless superseded by other legal authority.
- c. Receive petition representative's written summary of comments relating to ballot issues/ballot questions.
- d. The Political Subdivision shall certify a final and exact text and summary of comments concerning its ballot issues and/or ballot questions, along with the required fiscal information to the County, on portable data storage device or email (with receipt confirmed by the Election Department) in Microsoft Word and with a paper copy, no later than 4:00 p.m. on September 20, 2013 for inclusion in the TABOR Notice mailing as required by Section 20 of Article X of the Colorado Constitution. The process of receiving written comments relating to ballot issues/ballot questions and summarizing such comments, as required by Section 20 of Article X of the Colorado Constitution, is the sole responsibility of the Political Subdivision. The certified text, summary of comments and fiscal information shall be final and the County will not be responsible for making any changes after the certification.

The Political Subdivision shall defend and resolve, at its sole expense, all challenges relative to the TABOR Notices certified to the County for inclusion in the TABOR Notice package or its November 5, 2013 Coordinated Election.

- e. Remit payment to the County within 60 days of billing for the prorated cost relating to the printing and mailing of the TABOR Notice package and all other expenses described in Section 6.

8. The Political Subdivision avers that it has sufficient funds available in its approved budget to pay its prorated election expenses for the November 5, 2013 Coordinated Election.

9. Unless otherwise agreed in writing, this Intergovernmental Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.

10. Should any provision of this Intergovernmental Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Intergovernmental Agreement shall be of full force and effect.

11. Notices to be provided under this Intergovernmental Agreement shall be given in writing either by hand delivery or deposit in the United States mail, certified mail, return receipt requested, with sufficient postage, to the following persons:

+.Coordinating Jurisdiction Calendar for November 5, 2013 Coordinated Election

Date	Event	Reference
25-Jul	Jurisdiction to provide copy of legal boundaries to County Clerk	IGA Agreement
26-Jul	Last day to notify county clerk of intent to participate in the coordinated election (100 days prior)	1-7-116(5); 1-1-106(5); IGA Agreement
2-Aug	County Clerk to provide copy of legal boundaries to jurisdiction	IGA Agreement
7-Aug	Earliest day for School District Candidates to circulate nominating petitions (90 days prior)	1-4-803(1)(b)
7-Aug	Last day for County to provide mail ballot plan to Secretary of State	1-7.5-105(1)
19-Aug	Jurisdiction to certify legal boundaries to County Clerk	IGA Agreement
27-Aug	Last day to sign IGA (70 days prior)	1-7-116(2)
30-Aug	Last day for school director candidates to file petition (67 days prior)	1-4-803(2)
3-Sep	Last day for write in candidate for non-partisan election to file intent (64 days prior)	1-4-1102(2) 1-1-106(4)
3-Sep	Deadline to cancel participation in a coordinated election (63 days prior)	1-5-208(1.5) <i>(Amended)</i>
6-Sep	Coordinating jurisdictions to certify ballot content (60 days prior)	1-5-203(3) 1-1-106(5)
20-Sep	Deadline for filing Tabor pro/con statements with DEO (Friday before the 45 th day before the election)	Art X, Sec. 20(3)(b)(v); 1-7-901(4)
21-Sep	UOCAVA ballot mailing deadline (45 days prior)	1-8.3-110(1)
23-Sep	Candidate audio files for voting machines must be complete	<i>(Amended)</i>
24-Sep	Tabor notices filed with County Clerk (42 days prior)	1-7-904

1-Oct	Public Test @ 9:00am	<i>(Amended)</i>
4-Oct	Ballots in custody of County Clerk (32 days prior)	1-5-403(1)
4-Oct	Last day to mail Tabor notices (30 days prior)	Article X, Sec. 20(3)(b)
7-Oct	Clerk to provide registration list to coordinating jurisdictions (1 st list by 30 th day prior)	1-5-303(1); 1-5-304; 1-7.5-107(2)(a)
15-Oct	Last day to submit a paper registration application by mail, through a VRD, at an agency, or at the DMV	1-2-201(3)(b)
15-Oct	County drop-off locations & service centers open for business	
15-Oct	First day to mail ballots (22 days prior)	1-7.5-107(3)(a); 1-8-111(1) 1-1-106(4)
17-Oct	Clerk and Assessor provide supplemental lists (20 days prior)	1-5-303(1),(2); 1-5-304(1),(2); 1-7.5-107(2)(b)
26-Oct	Notice of election to be posted (10 days prior 2 days after)	1-5-205(1),(1.3); 1-1-106(5)
28-Oct	Last day to register to vote online	1-2-201(3)(b)(III)
29-Oct	Last day to apply for mail in ballot if mailed (7 days prior)	1-8-104(3)
2-Nov	Saturday mail ballot drop-off	1-5-102.9(4)(b)(I)(B) <i>(Amended)</i>
5-Nov	<i>Election Day</i>	Art.X, Sec. 20(3)(a); 1-1-104(6.5); 1-7-101; 1-41-102(1)
22-Nov	Deadline for Canvass Board and official abstract (17 days after)	1-10-102(1)

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2013

COUNCIL BILL NO. 16
 INTRODUCED BY COUNCIL
 MEMBER WOODWARD

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.

Read by title and passed on final reading on the 1st day of July, 2013.

Published by title in the City’s official newspaper as Ordinance No. ____, Series of 2013, on the 5th day of July, 2013.

Published by title on the City’s official website beginning on the 3rd day of July, 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 the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 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

Commerce City

Brian McBroom, City Manager

City of Englewood

Randy Penn, Mayor

Colorado Housing and Finance Authority

Cris A. White, Executive Director and CEO

City of Loveland

William Cahill, City Manager

El Paso County

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

City of Westminster

J. Brent McFall, City Manager

Attest: _____

Deputy Clerk, El Paso County

Colorado Department of
Public Health and Environment

Dr. Chris Urbina, Executive Director

ATTEST:

CITY OF LAKEWOOD

By: _____

Margy Greer, City Clerk

By: _____

Kathleen E. Hodgson, City Manager

APPROVED AND RECOMMENDED:

APPROVED AS TO FORM:

By: _____

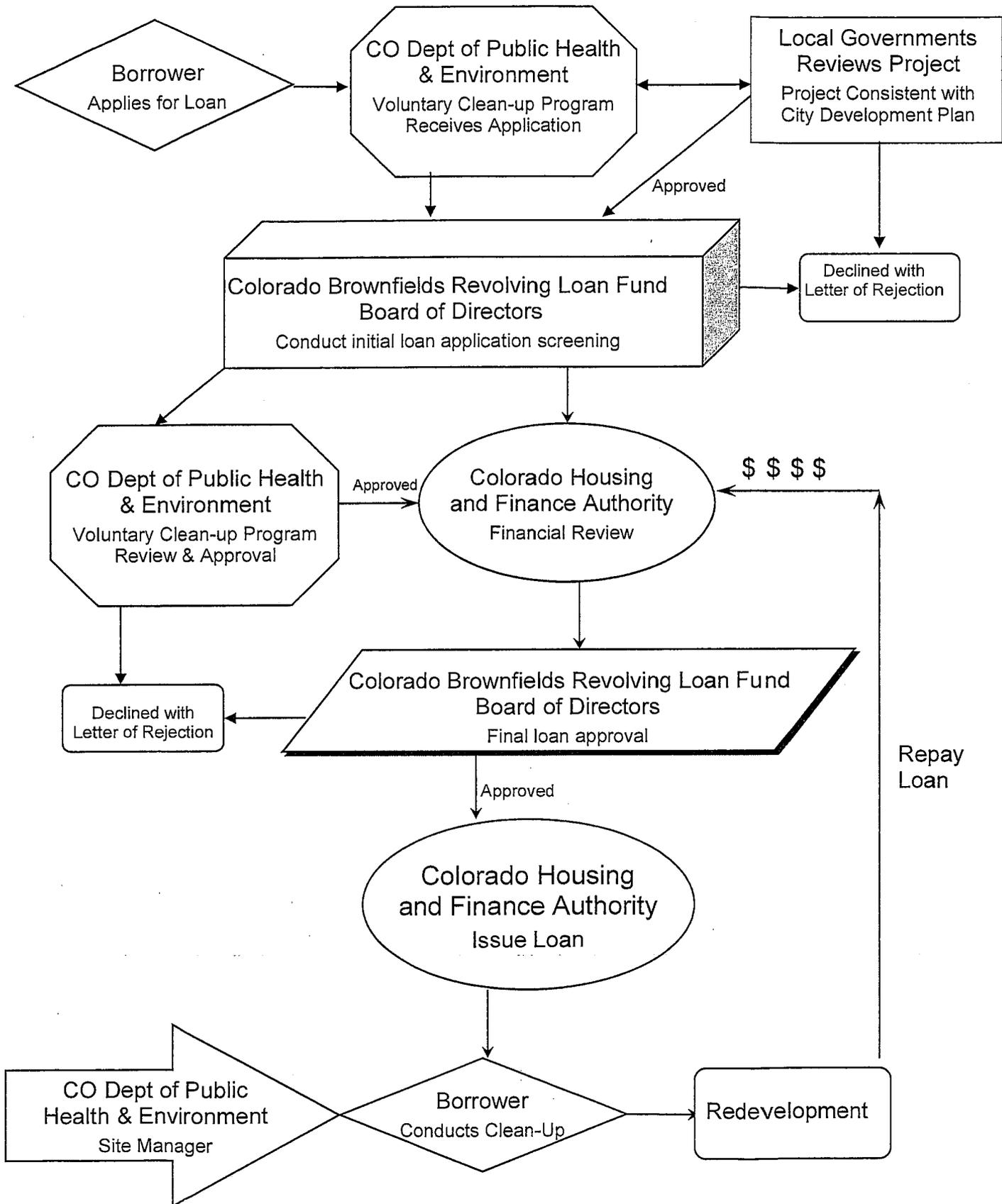
Jay Hutchison,
Director of Public Works

By: _____

City Attorney

By: _____

Larry Dorr
Director of Finance



BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2013

COUNCIL BILL NO. 17
 INTRODUCED BY COUNCIL
 MEMBER WOODWARD

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.

Read by title and passed on final reading on the 1st day of July, 2013.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2013, on the 5th day of July, 2013.

Published by title on the City's official website beginning on the 3rd day of July, 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 the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 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 By: _____ Randy P. Penn Mayor Date: _____	Colorado Department of Labor and Employment Division of Oil and Public Safety By: _____ Mahesh Albuquerque, Director Date: _____
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BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. 18
INTRODUCED BY COUNCIL
MEMBER WOODWARD

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.

Read by title and passed on final reading on the 1st day of July, 2013.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2013, on the 5th day of July, 2013.

Published by title on the City's official website beginning on the 3rd day of July, 2013 for thirty (30) days.

This Ordinance shall take effect thirty (30) days after publication following final passage

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2013.

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. 19
INTRODUCED BY COUNCIL
MEMBER _____

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.

Read by title and passed on final reading on the 1st day of July, 2013.

Published by title in the City’s official newspaper as Ordinance No. ____, Series of 2013, on the 5th day of July, 2013.

Published by title on the City’s official website beginning on the 3rd day of July, 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 the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 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: _____

COOPERATOR
City of Englewood, Colorado

APPROVAL:

By: _____
Randy P. Penn, Mayor

Date: _____

COOPERATOR CONTACT INFORMATION

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

APPROVAL AS TO FORM:

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

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2013

COUNCIL BILL NO. 20
 INTRODUCED BY COUNCIL
 MEMBER WOODWARD

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.

Read by title and passed on final reading on the 1st day of July, 2013.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2013, on the 5th day of July, 2013.

Published by title on the City's official website beginning on the 3rd day of July, 2013 for thirty (30) days.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2013.

Loucrishia A. Ellis

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.



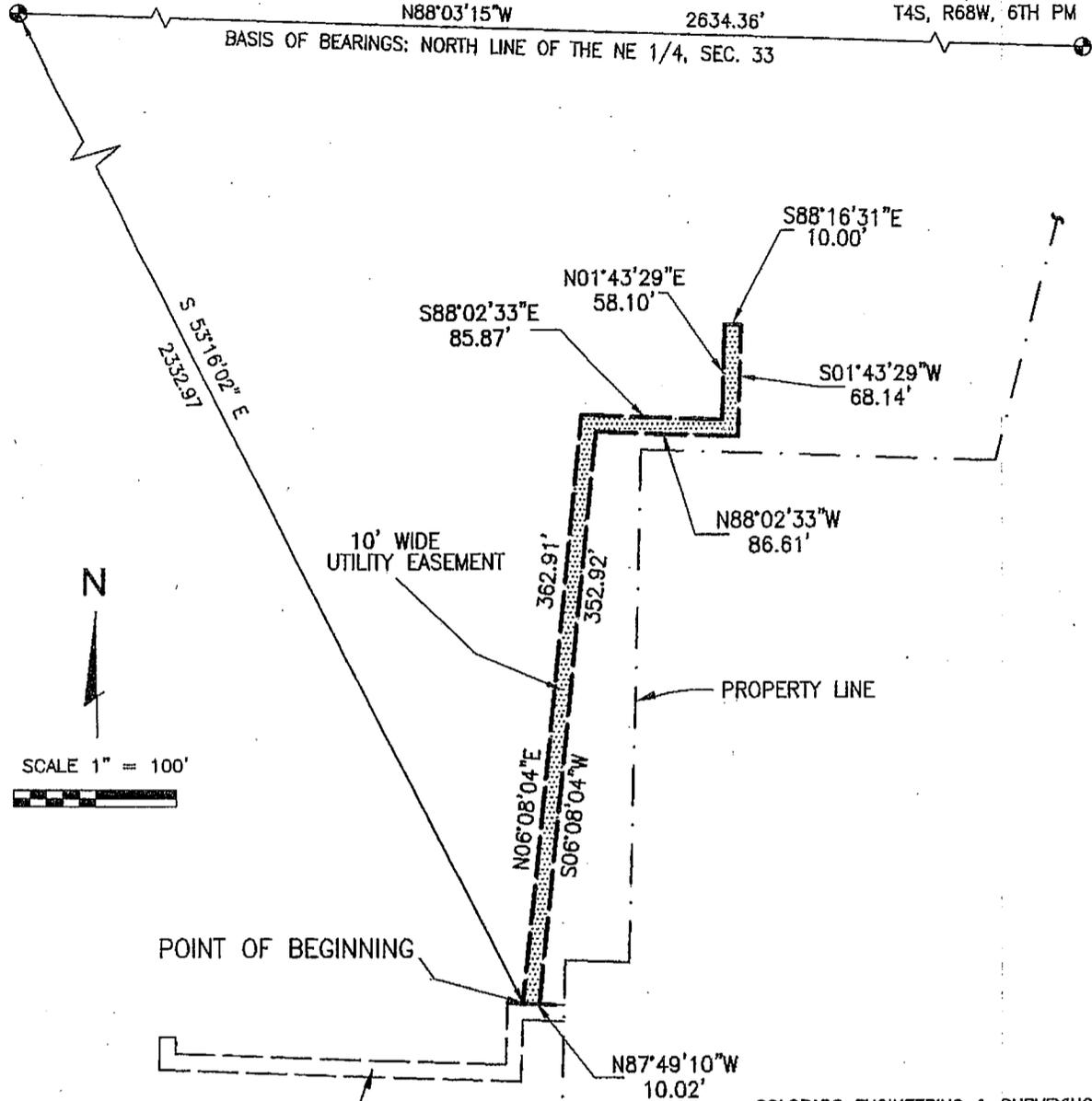
DATE: _____
BY: _____

**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



SCALE 1" = 100'



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

By: *[Signature]*

Date

MAY 07 2013
WILD W. FLANNERY

COUNCIL COMMUNICATION

DATE: July 1, 2013	AGENDA ITEM: 11 a i	SUBJECT: Ordinance Approving rezoning 4201 South Navajo Street from I-1 to Navajo Apartments Planned Unit Development (PUD)
INITIATED BY: Elsey Partners, LLC 1532 College Avenue F19 Manhattan, Kansas 66502		STAFF SOURCE: Brook Bell, Planner II

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

There has been no previous Council action concerning the proposed Navajo Apartments Planned Unit Development (PUD).

PREVIOUS PLANNING COMMISSION ACTION

The Planning and Zoning Commission considered the proposed Navajo Apartments PUD at a Public Hearing conducted on May 14, 2013. The Commission considered testimony and voted 8-0 to forward the proposed Navajo Apartments PUD to City Council with a favorable recommendation for adoption with the following condition:

- That the final Navajo streetscape section may vary from the curb alignment, sidewalk width and location, and associated landscape zone shown on the PUD; and that the final streetscape section for the Navajo Apartments PUD will be approved by the City Manager or designee in conjunction with the building permit.

This condition has been included in the Ordinance approving the rezoning.

RECOMMENDED ACTION

Staff recommends adoption of an ordinance approving the Navajo Apartments PUD and setting July 15, 2013 as the date for Public Hearing to consider public testimony on the PUD.

BACKGROUND

The subject property of this PUD is located mid-block on the 4200 block of South Navajo Street between Oxford Avenue to the north and Quincy Avenue to the south. The property is approximately 800 feet south of RTD's Oxford Light Rail Station. Land to the south and east of the subject property is zoned I-1 Light Industrial District and contains industrial uses. Land to the north of the property was recently rezoned to the Oxford Station Transit Oriented Development PUD which will include 252 residential apartment units with an option for mixed commercial uses. Land directly to the west of the subject property contains the BNSF railroad tracks and RTD Light Rail tracks and is not within the City of Englewood limits.

The subject property is owned by the developer's father, Bruce Elsey. The site was the former location of his cat litter manufacturing company which has since relocated to a larger facility in northwest Englewood. Currently, a manufacturer of outdoor bleachers is leasing the existing warehouse building and remainder of the property. The developer (Elsey Partners) believes that the site's proximity to the Oxford Light Rail Station makes the property an excellent candidate for a residential apartment complex. The developer foresees young professionals working downtown and students attending Arapahoe Community College or the Auraria campus as potential tenants.

In the fall of 2012, the Elsey Partners came forward with a proposal to construct between 130 and 180 apartment units on the 2.09 acre property. Multi-unit dwellings are not permitted in the I-1 Light Industrial Zone District; therefore, the developer began the process of requesting a rezoning to a PUD to accommodate the residential use.

PUD OVERVIEW

A Planned Unit Development establishes specific zoning and site planning criteria to meet the needs of a specific development proposal that may not be accommodated within existing zoning development regulations. PUDs provide the opportunity for unified development control for multiple properties or multiple uses.

The proposed Navajo Apartments PUD would allow a maximum of 146 residential apartment units on the property, although the current building plan shows 141 units. The majority of the parking would be on the surface with a portion of the parking being tucked underneath the second story of the building (podium style). The building is set close to South Navajo Street so that most of the parking is on the sides and rear of the property. The Site Plan includes two interior courtyards, perimeter landscaping, and interior parking lot landscaping. All new and existing utilities within the property and abutting right-of-way would be placed underground.

Architectural Character: The proposed PUD contains architectural character standards that require building plane changes every 50 feet, a mix of pattern and color changes, a minimum 30 percent masonry requirement, and a requirement that building entries be clearly defined with architectural elements. It should be noted that the conceptual building footprint shown on the Site Plan and the proposed building elevations are subject to change; however, any changes would have to meet the Design Standards and Guidelines of the PUD.

Permitted Uses: The subject property lies within the I-1 Light Industrial Zone District. The existing I-1 Zone District allows various industrial and commercial uses; however, most residential uses are not permitted. The proposed PUD District Plan includes a table of allowed uses that lists the permitted residential, commercial, and industrial uses. Some of the less desirable uses in the commercial and industrial categories such as adult uses and auto oriented uses have been omitted from the table of allowed uses in the PUD. Some of the more intensive industrial uses have also been omitted from the table. It should be noted that all permitted industrial uses must cease once a Certificate of Occupancy for any residential or commercial use is issued for any portion of the property.

Dimensional Standards: The following table provides a comparison between the property's existing I-1 zone classification and the proposed PUD.

COMPARISON OF DIMENSIONAL REQUIREMENTS FOR PRINCIPAL STRUCTURES								
	Min Lot Area (sq ft)	Max FAR	Max Lot Coverage (%)	Min Lot Width (ft)	Max Height (ft)	Minimum Setbacks (ft)		
						Front	Each Side	Rear
I-1 (Existing Zoning)								
All Allowed Uses	None	2:1	None	None	None	Where a building abuts upon, adjoins, or is adjacent to a residential zone district, minimum setbacks of 10 ft on all sides are required, except as required in Section 16-6-7.K, "Screening Requirements."		
Navajo Apartments PUD (New Zoning)								
Residential Uses	623 sq ft per unit or 70 units per acre	None	85	None	75	5	25	25
Public/Institutional Uses	None	None	None	None	100	Max of 0 to 5 feet	0	5
Commercial Uses	None	None	None	None	100	Max of 0 to 5 feet	0	5
Industrial Uses (Uses sunset if any new residential or commercial development occurs.)	None	2:1	None	None	100	Where a building abuts upon, adjoins, or is adjacent to a residential zone district, minimum setbacks of 10 ft on all sides are required, except as required in Section 16-6-7.K, "Screening Requirements."		

Residential Density: The proposed Navajo Apartments PUD would permit a maximum of 146 units on the 2.09 acre property; this represents a density of 70.0 dwelling units per acre. The PUD only calls for 141 units at this time. For comparison purposes, the recently rezoned Oxford Station Transit Oriented Development PUD directly north of this site will include 252 residential apartment units on the 3.50 acre property; this represents a density of 71.9 dwelling units per acre.

Setbacks: A setback is the minimum distance a structure must be located from a property line. The proposed PUD's setbacks for residential uses are as follows:

Front - 5 feet

Side - 25 feet

Rear - 25 feet

Public/Institutional Uses and Commercial Uses will follow the setbacks outlined for the MU-B-1 Zone District. Industrial Uses will follow the setbacks outlined for the I-1 Zone District.

Building Height: The maximum building heights in the PUD are based on the average elevation of the finished grade at the corners of the building, to the highest point of the building or structure. The maximum allowed building height for residential uses is 75 feet, although the PUD drawings label the building height as being +/- 60 feet. The maximum allowed building height within the PUD for Public/Institutional Uses, Commercial Uses, and Industrial Uses is 100 feet. It should be noted that The Unified Development Code (UDC) has no maximum height limit in the standard I-1 Zone District.

Bulk Plane: The bulk plane that regulates building mass is a function of required setbacks and maximum building height for each type of use. Sheet A208 of the PUD drawings illustrate projected shadows for the proposed apartments during the winter and summer solstice as well as the fall equinox.

Parking: The UDC requires 1.5 parking spaces for each unit with less than 3 bedrooms, plus 1 guest space for every 5 units. The proposed Navajo Apartments PUD requires 1 parking space for each unit, plus 1 guest space for every 10 units. The applicant believes that the Oxford Light Rail Station (approximately 800 feet north) will be utilized by tenants of the apartment complex resulting in fewer personal vehicles. The applicant also states they have conducted parking studies on similar properties with similar parking ratios and note that the lots are only 60% full. For comparison purposes the Oxford Station Transit Oriented Development PUD directly north of the site also requires 1 parking space for each unit, but has guest space ratio of 1 space for every 5 units.

The UDC requires bicycle parking at a rate of 1 bicycle space for every 2 units. The proposed Navajo Apartments PUD requires 1 bicycle space for every 5 units to be accommodated with bike racks. The applicant states that many tenants will prefer to store their bicycle inside their apartment or in the 24 storage units that will be available to them.

Traffic: A traffic impact study was performed for the proposed Navajo Apartments PUD. The study area encompassed the Oxford Avenue and Navajo Street intersection as well as the Oxford Avenue and Santa Fe Drive intersection. The traffic impact study takes into account the recent approval of Oxford Station Transit Oriented Development PUD directly north of the subject property. The traffic impact study also takes into account the proposed development's close proximity to the Oxford Light Rail Station and applies a 20 percent reduction in trip generation for the Navajo Apartments project. This reduction is taken because of the likelihood of transit use from a transit oriented development; the 20 percent is considered a conservative reduction.

The traffic impact study indicates that the Oxford Avenue and Santa Fe Drive intersection currently has an overall peak hour level of service (LOS) of D. The Oxford Avenue and Navajo Street intersection currently has an overall peak hour level of service (LOS) of B.

After the approved Oxford Station and the proposed Navajo Apartments PUD projects are constructed (2015), the traffic study shows an increase in overall traffic volume from the two projects; however, analysis of future traffic conditions shows that the additional traffic volume is not expected to create a discernible impact to traffic operations in the surrounding roadway system. For 2015, the traffic study indicates that the

Oxford Avenue and Santa Fe Drive intersection and the Oxford Avenue and Navajo Street intersection will continue to have overall peak hour levels of service of (LOS) of D and B respectively.

The study area roadways are currently constructed to their ultimate cross-section and the traffic study does not recommend any modifications at this time. The existing intersections are projected to operate at future levels of service comparable to existing conditions during peak traffic hours. The traffic impact study was reviewed by the Public Works Traffic Division and CDOT, and both reviewers concurred with its findings.

Signage: The proposed PUD will follow the signage regulations for the MU-B-1 Zone District outlined in 16-6-13 of the UDC as amended, except that the PUD would permit the maximum height a projecting sign to be 55 feet high rather than the UDC's maximum height limit of 25 feet.

Landscaping: The UDC requires that a minimum of 8%-10% of a property be landscaped in the I-1 Zone District. Further, the UDC requires that a minimum of 20% of the property be landscaped for multi-unit dwellings in the MU-B-1 zone district. The Navajo Apartments PUD proposes a minimum of 15% of the property be landscaped. The UDC also requires that a minimum of 70% of the required landscape be "living" landscape. The Navajo Apartments PUD site plan proposes that 73% of the required 15% minimum landscape be "living". The non-living areas include a synthetic turf dog run and the interior courtyard with a pool. The PUD requirements exceed the regulations of the UDC for multi-unit dwellings in the MU-B-1 Zone District in terms of tree and shrub quantities.

Screening and Fencing: The PUD proposes to screen the perimeter parking lots with a 5 to 6 foot wide buffer of shrub plantings and deciduous trees. On the north property line, the Oxford Station PUD will be constructing a 6 foot high privacy fence between their project and the proposed Navajo Apartments PUD. The property to the south of the Navajo Apartments PUD has an existing warehouse building constructed right on the shared property line such that fencing is not necessary.

Drainage: The proposed Drainage Plan and Preliminary Drainage Report were reviewed and approved by the City's Public Works Department.

Park Dedication: The subdivision regulations of the UDC require the dedication of park land or payment of a fee in lieu of dedication for all residential developments. The UDC provides a method for determining the amount of land to be dedicated based on the number of units and the number of new residents that will be generated. Based on the proposed 141 multi-unit dwellings, the proposed Navajo Apartments PUD would require a park dedication of 2.72 acres of land or payment of a fee in lieu of land dedication.

On September 4, 2012 City Council adopted a fee to be paid in lieu of dedication amount of \$20,000 per required acre. Credit towards the dedication requirements for recreational amenities provided on-site by the developer and waivers of all or a portion of the remaining fee-in-lieu may be requested. Requests are considered on a case-by-case basis at the discretion of Council. Council will be considering the final fee-in-lieu of dedication amount concurrently or shortly after approval of the PUD.

PLANNED UNIT DEVELOPMENT CONSIDERATIONS

The UDC requires that Council shall only approve a proposed PUD if it finds that the proposed development complies with all applicable use, development, and design standards that are not otherwise modified or waived according to the rezoning approval; and the proposed rezoning meets one of the following criteria:

- a. *That the proposed development will exceed the development quality standards, levels of public amenities, or levels of design innovation otherwise applicable under this Title, and would not be possible or practicable under a standard zone district with conditional uses or with a reasonable number of Zoning Variances or Administrative Adjustments; or*

The proposed PUD will exceed the development quality standards required by the UDC for industrial development as follows:

- The existing I-1 Zone District allows more intensive land uses than the proposed Navajo Apartments PUD. The existing I-1 Zone District has less restrictive setbacks, height limitations, and landscaping requirements than the proposed PUD.
- The UDC has no requirements for buildings in an existing I-1 Zone District as far as: building articulation, variety of materials, building transparency, or architectural character. The PUD proposes a greater level of building articulation including: a 3 foot minimum building plane change every 50 feet, a mix of pattern and color changes, a minimum 30 percent masonry requirement, and clearly defined building entries.

- b. *That the property cannot be developed, or that no reasonable economic use of the property can be achieved, under the existing zoning, even through the use of conditional uses or a reasonable number of Zoning Variances or Administrative Adjustments.*

In addition to the two Planned Unit Development considerations above, the UDC requires that a property rezoned to PUD must not have a significant negative impact on those properties surrounding the rezoned area and that the general public health, safety and welfare of the community are protected. Staff has reviewed the PUD request and found the following:

- The PUD application is in conformance with the Comprehensive Plan and the Unified Development Code.
- The application is consistent with adopted and generally accepted standards of development in the City.
- The traffic impact study was reviewed by the Public Works Traffic Division and CDOT; both concurred with its findings.
- The rezoned property will not have a significant negative impact on those properties surrounding the rezoned area and the general public health, safety and welfare of the community are protected.

FINANCIAL IMPACT

The proposed Navajo Apartments PUD will generate a one-time building use tax of about \$260,000 based on a construction cost of approximately \$15 million. If Council concurs with the previously adopted park dedication fee, the project would also generate a one-time park dedication fee-in-lieu of approximately \$54,000 based on 141 residential units.

The City of Englewood's portion of property tax revenues are estimated at \$4,000 per year. The amount of annual sales tax revenue to the City that could be generated by new residents living in the City is difficult to project given the nearby presence of the Riverpoint shopping center. There are also costs associated with providing services such as police and fire; though it is difficult to estimate what these projected costs will be.

LIST OF ATTACHMENTS

Planning Commission Staff Report including Exhibits A - J (May 14, 2013)
Planning Commission Minutes (May 14, 2013)
Planning Commission Findings of Fact
Bill for Ordinance



CITY OF ENGLEWOOD
COMMUNITY DEVELOPMENT

TO: Planning and Zoning Commission
THRU: Alan White, Community Development Director
FROM: Brook Bell, Planner II ✓
DATE: May 14, 2013

SUBJECT: Case ZON2013-001 - Public Hearing
Navajo Apartments Planned Unit Development

APPLICANT:

Elsey Partners, LLC
1532 College Avenue F19
Manhattan, Kansas 66502

PROPERTY OWNER:

Bruce Elsey & 4201 South Navajo LLC
3998 South Broadway
Englewood, Colorado 80113

PROPERTY ADDRESS:

4201 South Navajo Street
PIN#'s: 2077-04-4-11-026 and 2077-04-4-00-069

REQUEST:

The applicant has submitted an application to rezone the parcels above from I-1 Light Industrial District to the Navajo Apartments Planned Unit Development (PUD). The proposed PUD would allow a maximum of 146 residential apartment units on the property.

RECOMMENDATION:

Case ZON2013-001: The Department of Community Development recommends that the Planning and Zoning Commission review the Navajo Apartments PUD request and forward a favorable recommendation for approval to City Council with the following condition:

- That the final Navajo streetscape section may vary from the curb alignment, sidewalk width and location, and associated landscape zone shown on the PUD; and that the final streetscape section for the Navajo Apartments PUD will be approved by the City Manager or designee in conjunction with the building permit.

LEGAL DESCRIPTIONS:

PIN#: 2077-04-4-11-026 Plots 1 & 2 Except Road Goormans Industrial Subdivision.

PIN#: 2077-04-4-00-069 That part of the southeast 1/4 of section 4-5-68 described as beginning 5 ft. west of northeast corner of Lot 1 Goorman's Industrial Subdivision, thence west 347.25 ft. to a point on easterly right-of-way line of the Atchison Topeka and Santa Fe Railroad thence northeast 33.41 ft., thence east 340.63 ft., thence south 32.75 ft. to the beginning section 4-5-68

EXISTING ZONE DISTRICT:

I-1 Light Industrial District.

PROPERTY LOCATION AND SURROUNDING LAND USE:

The subject property of this PUD is located mid-block on the 4200 block of South Navajo Street between Oxford Avenue to the north and Quincy Avenue to the south. The property is approximately 800 feet south of RTD's Oxford Light Rail Station. Land to the south and east of the subject property is zoned I-1 Light Industrial District and contains industrial uses. Land to the north of the property was recently rezoned to the Oxford Station Transit Oriented Development PUD that will include 252 residential apartment units with an option for mixed commercial uses. Land directly to the west of the subject property contains the BNSF railroad tracks and RTD Light Rail tracks and is not within the City of Englewood limits.

PUD PROCEDURE:

Rezoning to a PUD requires the applicant to have a pre-application meeting with staff, and a neighborhood meeting with owners and tenants located within 1,000 feet of the proposed PUD. After the neighborhood meeting a formal application is made to the City and reviewed by City departments and other affected outside agencies. A public hearing is held before the Planning and Zoning Commission and City Council. If the PUD is approved there is a 30 day referendum time period before becoming effective.

BACKGROUND:

The Planned Unit Development is a rezoning process that establishes specific zoning and site planning criteria to meet the needs of a specific development proposal that may not be accommodated within existing zoning development regulations. A PUD rezoning provides the opportunity for unified development control for multiple properties or multiple uses.

The subject property is owned by the developer's father Bruce Eley. The site was the former location of his cat litter manufacturing company that has since relocated to a larger facility in northwest Englewood. Currently, a manufacturer of outdoor bleachers is leasing the existing warehouse building and remainder of the property. The developer (Eley Partners) believes that the site's proximity to the Oxford Light Rail Station makes the property an excellent candidate for a residential apartment complex. The developer foresees young professionals working downtown and students attending Arapahoe Community College or the Auraria campus as potential tenants.

In the fall of 2012, the Elsey Partners came forward with a proposal to construct between 130 and 180 apartment units on the 2.09 acre property. Multi-unit dwellings are not permitted in the I-1 Light Industrial Zone District; therefore, the developer began the process of requesting a rezoning to a PUD to accommodate the residential use.

NEIGHBORHOOD MEETING SUMMARY:

Pursuant to the PUD procedure, the applicant conducted a neighborhood meeting on November 15, 2012, prior to submitting the application for a PUD rezoning on February 19, 2013. Notice of the pre-application meeting was mailed to property owners and occupants of property within 1000 feet of the site. Neighborhood meeting notes are attached to this report (See Exhibit B).

CITY DEPARTMENT AND DIVISION REVIEW:

The Navajo Apartments PUD and subsequent revisions were reviewed by the City's Development Review Team (DRT) on March 5th, April 9th, and April 25th of 2013. Identified issues were addressed by the applicant and the final Navajo Apartments PUD was submitted on April 29, 2013.

OUTSIDE AGENCY COMMENTS:

Preliminary plans of the proposed Navajo Apartments PUD were referred to Tri-County Health, RTD, the Colorado Department of Transportation (CDOT), the City of Sheridan, Xcel Energy, Century Link, and Comcast. Each agency except for Comcast provided written comments that are attached as Exhibits C - H. There were no objections in the comments received provided that the applicant continues working with the agencies' individual processes. If any other formal comments are received before the public hearing, Staff will present them during the hearing.

PUD OVERVIEW:

The proposed Navajo Apartments PUD would allow a maximum of 146 residential apartment units on the property, although the current building plan shows 141 units. The majority of the parking would be on the surface with a portion of the parking being tucked underneath the second story of the building (podium style). The building is set close to South Navajo Street so that most of the parking is on the sides and rear of the property. The Site Plan includes two interior courtyards, perimeter landscaping, and interior parking lot landscaping. All new and existing utilities within the property and abutting right-of-way would be placed underground.

Architectural Character: The proposed PUD contains architectural character standards that require building plane changes every 50 feet, a mix of pattern and color changes, a minimum 30 percent masonry requirement, and a requirement that building entries be clearly defined with architectural elements. It should be noted that the conceptual building footprint shown on the Site Plan and the proposed building elevations are subject to change; however, any changes would have to meet the Design Standards and Guidelines of the PUD.

Permitted Uses: The subject property lies within the I-1 Light Industrial Zone District. The existing I-1 Zone District allows various industrial and commercial uses; however, most residential uses are not permitted. The proposed PUD District Plan includes a table of allowed uses that lists the permitted residential, commercial, and industrial uses. Some of the less desirable uses in the commercial and industrial categories such as adult uses and auto oriented uses have been omitted from the table of allowed uses in the PUD. Some of the more intensive industrial uses have also been omitted from the table. It should be noted that all permitted industrial uses must cease once a Certificate of Occupancy for any residential or commercial use is issued for any portion of the property.

Dimensional Standards: The following table provides a comparison between the property's existing I-1 zone classification and the proposed PUD.

COMPARISON OF DIMENSIONAL REQUIREMENTS FOR PRINCIPAL STRUCTURES								
	Min Lot Area (sq ft)	Max FAR	Max Lot Coverage (%)	Min Lot Width (ft)	Max Height (ft)	Minimum Setbacks (ft)		
						Front	Each Side	Rear
I-1 (Existing Zoning)								
All Allowed Uses	None	2:1	None	None	None	Where a building abuts upon, adjoins, or is adjacent to a residential zone district, minimum setbacks of 10 ft on all sides are required, except as required in Section 16-6-7.K, "Screening Requirements."		
Navajo Apartments PUD (New Zoning)								
Residential Uses	623 sq ft per unit or 70 units per acre	None	85	None	75	5	25	25
Public/Institutional Uses	None	None	None	None	100	Max of 0 to 5 feet	0	5
Commercial Uses	None	None	None	None	100	Max of 0 to 5 feet	0	5
Industrial Uses (Uses sunset if any new residential or commercial development occurs.)	None	2:1	None	None	100	Where a building abuts upon, adjoins, or is adjacent to a residential zone district, minimum setbacks of 10 ft on all sides are required, except as required in Section 16-6-7.K, "Screening Requirements."		

Residential Density: The proposed Navajo Apartments PUD would permit a maximum of 146 units on the 2.09 acre property; this represents a density of 70.0 dwelling units per acre. The PUD only calls for 141 units at this time. For comparison purposes, the recently

rezoned Oxford Station Transit Oriented Development PUD directly north of this site will include 252 residential apartment units on the 3.50 acre property; this represents a density of 71.9 dwelling units per acre.

Setbacks: A setback is the minimum distance a structure must be located from a property line. The proposed PUD's setbacks for residential uses are as follows:

Front - 5 feet

Side - 25 feet

Rear - 25 feet

Public/Institutional Uses and Commercial Uses will follow the setbacks outlined for the MU-B-1 Zone District. Industrial Uses will follow the setbacks outlined for the I-1 Zone District.

Building Height: The maximum building heights in the PUD are based on the average elevation of the finished grade at the corners of the building, to the highest point of the building or structure. The maximum allowed building height for residential uses is 75 feet, although the PUD drawings label the building height as being +/- 60 feet. The maximum allowed building height within the PUD for Public/Institutional Uses, Commercial Uses, and Industrial Uses is 100 feet. It should be noted that The Unified Development Code (UDC) has no maximum height limit in the standard I-1 Zone District.

Bulk Plane: The bulk plane that regulates building mass is a function of required setbacks and maximum building height for each type of use. Sheet A208 of the PUD drawings illustrate projected shadows for the proposed apartments during the winter and summer solstice as well as the fall equinox.

Parking: The UDC requires 1.5 parking spaces for each unit with less than 3 bedrooms, plus 1 guest space for every 5 units. The proposed Navajo Apartments PUD requires 1 parking space for each unit, plus 1 guest space for every 10 units. The applicant believes that the Oxford Light Rail Station (approximately 800 feet north) will be utilized by tenants of the apartment complex resulting in fewer personal vehicles. The applicant also states they have conducted parking studies on similar properties with similar parking ratios and note that the lots are only 60% full. For comparison purposes the Oxford Station Transit Oriented Development PUD directly north of the site also requires 1 parking space for each unit, but has guest space ratio of 1 space for every 5 units.

The UDC requires bicycle parking at a rate of 1 bicycle space for every 2 units. The proposed Navajo Apartments PUD requires 1 bicycle space for every 5 units to be accommodated with bike racks. The applicant states that many tenants will prefer to store their bicycle inside their apartment or in the 24 storage units that will be available to them.

Traffic: A traffic impact study was performed for the proposed Navajo Apartments PUD. The study area encompassed the Oxford Avenue and Navajo Street intersection as well as the Oxford Avenue and Santa Fe Drive intersection. The traffic impact study takes into account the recent approval of Oxford Station Transit Oriented Development PUD directly north of the subject property. The traffic impact study also takes into account the proposed development's close proximity to the Oxford Light Rail Station and applies a 20 percent

reduction in trip generation for the Navajo Apartments project. This reduction is taken because of the likelihood of transit use from a transit oriented development; the 20 percent is considered a conservative reduction.

The traffic impact study indicates that the Oxford Avenue and Santa Fe Drive intersection currently has an overall peak hour level of service (LOS) of D. The Oxford Avenue and Navajo Street intersection currently has an overall peak hour level of service (LOS) of B.

After the approved Oxford Station and the proposed Navajo Apartments PUD projects are constructed (2015), the traffic study shows an increase in overall traffic volume from the two projects; however, analysis of future traffic conditions shows that the additional traffic volume is not expected to create a discernible impact to traffic operations in the surrounding roadway system. For 2015, the traffic study indicates that the Oxford Avenue and Santa Fe Drive intersection and the Oxford Avenue and Navajo Street intersection will continue to have overall peak hour levels of service of (LOS) of D and B respectively.

The study area roadways are currently constructed to their ultimate cross-section and the traffic study does not recommend any modifications at this time. The existing intersections are projected to operate at future levels of service comparable to existing conditions during peak traffic hours. The traffic impact study was reviewed by the Public Works Traffic Division and CDOT, and both reviewers concurred with its findings.

Signage: The proposed PUD will follow the signage regulations for the MU-B-1 Zone District outlined in 16-6-13 of the UDC as amended, except that the PUD would permit the maximum height a projecting sign to be 55 feet high rather than the UDC's maximum height limit of 25 feet.

Landscaping: The UDC requires that a minimum of 8%-10% of a property be landscaped in the I-1 Zone District. Further, the UDC requires that a minimum of 20% of the property be landscaped for multi-unit dwellings in the MU-B-1 zone district. The Navajo Apartments PUD proposes a minimum of 15% of the property be landscaped. The UDC also requires that a minimum of 70% of the required landscape be "living" landscape. The Navajo Apartments PUD site plan proposes that 73% of the required 15% minimum landscape be "living". The non-living areas include a synthetic turf dog run and the interior courtyard with a pool. The PUD requirements exceed the regulations of the UDC for multi-unit dwellings in the MU-B-1 Zone District in terms of tree and shrub quantities.

Screening and Fencing: The PUD proposes to screen the perimeter parking lots with a 5 to 6 foot wide buffer of shrub plantings and deciduous trees. On the north property line, the Oxford Station PUD will be constructing a 6 foot high privacy fence between their project and the proposed Navajo Apartments PUD. The property to the south of the Navajo Apartments PUD has an existing warehouse building constructed right on the shared property line such that fencing is not necessary.

Drainage: The proposed Drainage Plan and Preliminary Drainage Report were reviewed and approved by the City's Public Works Department.

Park Dedication: The subdivision regulations of the UDC require the dedication of park land or payment of a fee in lieu of dedication for all residential developments. The UDC provides a method for determining the amount of land to be dedicated based on the number of units and the number of new residents that will be generated. Based on the proposed 141 multi-unit dwellings, the proposed Navajo Apartments PUD would require a park dedication of 2.72 acres of land or payment of a fee in lieu of land dedication.

On September 4, 2012 City Council adopted a fee to be paid in lieu of dedication amount of \$20,000 per required acre. Credit towards the dedication requirements for recreational amenities provided on-site by the developer and waivers of all or a portion of the remaining fee-in-lieu may be requested. Requests are considered on a case-by-case basis at the discretion of Council. Council will be considering the final fee-in-lieu of dedication amount concurrently or shortly after approval of the PUD.

PUD SUMMARY:

The proposed Navajo Apartments PUD has been reviewed by the City's Development Review Team (DRT) and the appropriate outside agencies. Issues identified by the DRT were addressed by the applicant and there were no objections from the outside agencies provided that the applicant continues working with the agencies' individual processes. The PUD documents are complete and only one additional condition of approval is recommended at this time. Therefore, the Community Development Department recommends that the Planning and Zoning Commission review the Navajo Apartments PUD request and forward a favorable recommendation for approval to City Council.

PLANNED UNIT DEVELOPMENT CONSIDERATIONS:

The Planning and Zoning Commission is to review Navajo Apartments PUD request, and following the public hearing, may recommend that the Council approve, deny, or approve the rezoning with conditions. In its review of the application, the Commission's recommendations should include findings on each of the following points:

1. *The application is or is not in conformance with the Comprehensive Plan and this Title (UDC).*

The Navajo Apartments PUD conforms to the Comprehensive Plan strategy of redevelopment. The Comprehensive Plan states, "Englewood residents will benefit from the new opportunities for housing, shopping, and entertainment these new developments will bring to the City". The proposed PUD supports the following Comprehensive Plan Housing Goal #1: "Promote a balance mix of housing opportunities serving the needs of all current and future Englewood citizens."

Additionally the PUD documents state: "This development fits with the goals of Transit Oriented Development in that it creates multi-family development near transportation hubs. The development will complement the Oxford Station project that was already approved and encourage more development of residential units replacing industrial warehouses." A 45,000 square foot manufacturing/warehouse

building currently occupies this site. The project addresses the City's 3-part strategy outlined in the 2003 Englewood Comprehensive Plan for Growth and Development in the City; Revitalization, Redevelopment and Reinvention.

The project will bring new life into the area and provide a unique housing option for residents near an existing light rail station. The project takes advantage of existing infrastructure and transportation options while reinvesting in an existing industrial and established residential neighborhood. The additional residents will take advantage of the existing amenities in the neighborhood and generate tax revenue that will benefit programs and services provided by the City of Englewood. The increased tax revenue will also benefit other taxing entities, most notably the School District.

2. *The application is or is not consistent with adopted and generally accepted standards of development in the City.*

The Navajo Apartments PUD is consistent with adopted and generally accepted development standards established by the City of Englewood. The application was reviewed by the City's Development Review Team (DRT) and the appropriate outside agencies. All comments were addressed by the applicant.

3. *The application is or is not substantially consistent with the goals, objectives, design guidelines, policies and any other ordinance, law, or requirement of the City.*

The Navajo Apartments PUD is substantially consistent with the goals, objectives, design guidelines, policies, and other ordinances, laws and requirements of the City.

The UDC requires that the review or decision making body shall only approve a proposed PUD if it finds that the proposed development complies with all applicable use, development, and design standards set forth in the UDC that are not otherwise modified or waived according to the rezoning approval; and the proposed rezoning meets one of the following criteria:

- a. *That the proposed development will exceed the development quality standards, levels of public amenities, or levels of design innovation otherwise applicable under this Title, and would not be possible or practicable under a standard zone district with conditional uses or with a reasonable number of Zoning Variances or Administrative Adjustments; or*

The proposed PUD will exceed the development quality standards required by the UDC for industrial development as follows:

- The existing I-1 Zone District allows more intensive land uses than the proposed Navajo Apartments PUD. The existing I-1 Zone District has less restrictive setbacks, height limitations, and landscaping requirements than the proposed PUD.

- The UDC has no requirements for buildings in an existing I-1 Zone District as far as: building articulation, variety of materials, building transparency, or architectural character. The PUD proposes a greater level of building articulation including: a 3 foot minimum building plane change every 50 feet, a mix of pattern and color changes, a minimum 30 percent masonry requirement, and clearly defined building entries.
- b. *That the property cannot be developed, or that no reasonable economic use of the property can be achieved, under the existing zoning, even through the use of conditional uses or a reasonable number of Zoning Variances or Administrative Adjustments.*

In addition to the two Planned Unit Development considerations above, the UDC requires that a property rezoned to PUD must not have a significant negative impact on those properties surrounding the rezoned area and that the general public health, safety and welfare of the community are protected. Staff has reviewed the PUD request and found the following:

- The PUD application is in conformance with the Comprehensive Plan and the Unified Development Code.
- The application is consistent with adopted and generally accepted standards of development in the City.
- The traffic impact study was reviewed by the Public Works Traffic Division and CDOT; both concurred with its findings.
- The rezoned property will not have a significant negative impact on those properties surrounding the rezoned area and the general public health, safety and welfare of the community are protected.

ATTACHMENTS:

- Exhibit A: Navajo Apartments PUD
- Exhibit B: Neighborhood Meeting Summary – November 15, 2012
- Exhibit C: Tri-County Health Department – Letter dated March 11, 2013
- Exhibit D: RTD – Letter dated March 4, 2013
- Exhibit E: CDOT Region 6 – Letter dated February 28, 2013
- Exhibit F: City of Sheridan – Letter dated March 8, 2013
- Exhibit G: Xcel Energy - Letter dated March 11, 2013
- Exhibit H: Century Link – Letter dated April 10, 2013
- Exhibit I: Addendum to Traffic Impact Study - Dated April 2, 2013
- Exhibit J: Traffic Impact Study and Appendix A

**Navajo Apartments PUD
Neighborhood Meeting
4201 South Navajo Street
November 15, 2012**

Attendees: Approximately 13 (see attached sign-in sheets)

Applicant Presentation

1. Bryan Elsey of Elsey Partners, LLC, stated that he grew up in Denver, and then went to Kansas State University with his brother Chris Elsey where they both studied landscape architecture. After graduating, he and his brother started three companies; Prime Design, Prime Built, and Prime Place. The companies design, build, and manage apartment buildings with a focus on student housing. To date they have constructed 450 apartment units in Manhattan, Kansas and 164 units in Stillwater, Oklahoma. Bryan Elsey then introduced his father Bruce Elsey who owns the subject property at 4201 S. Navajo St. and ran a cat litter manufacturing company named Precious Cat there prior to moving his operations to a larger facility in northwest Englewood.

2. Bryan Elsey described the proposed development which includes:
 - 186 market rate one and two bedroom apartment units.
 - A plan of 4 stories on top of a podium style parking design, resulting in 5 stories.
 - The 4th story includes some units with a loft that would add another story.
 - The plan includes two interior courtyards, one with a pool.
 - There are 209 parking stalls shown on the plan for the 186 apartment units.
 - The developer is still working through some storm water issues.

3. Public Comment
The attendees asked questions and provided comments as follows. The applicant responded to the questions and provided the following answers (*in italics*):
 - Who did your market study? Have you looked at the Alexan project in Littleton or the Riverton project? *A formal study has not been conducted at this time; however, it appears there have been several new multi-family projects constructed along the light rail corridor line.*
 - The property just south of 4201 S. Navajo St. manufactures paint booths.
 - What are the unit sizes and price per square foot? *We anticipate 750 to 800 square feet for a one bedroom. \$900-\$1000 monthly rent for a one bedroom, \$1,200-\$1,300 for a two bedroom.*
 - Is the entire building podium style parking? *Yes, so the building would be 5 to 6 stories or about 68 feet at its maximum height.*
 - Where will you do your storm water detention? *We will use underground detention?*
 - Is there any landscaping around the outside of the property? *There will be a perimeter landscape buffer and higher-quality landscaping along the street.*

- There does not seem to be much landscaping, does it comply with City codes? *We a doing a PUD to create a multi-unit residential development while providing a landscape that works with the proposed development.*
 - Has this project been through the City's Development Review Team? *We have had a preliminary meeting with the City on our proposed concept.*
 - Which direction does the drainage go? *Water runs west to the railroad right of way.*
 - What are your parking ratios? *In our project in Manhattan Kansas we had .75 parking stalls per unit and the parking lot seems to be about 60% occupied at any given time.*
 - Will a parking ratio that low push parking onto the streets?
 - What is your timing for construction? *We're not sure yet, we are interested in seeing how the Oxford Station PUD project to the north of us does.*
 - Who is doing your civil engineering? *Roth Engineering*
4. City staff outlined the PUD process and next steps. The PUD frequently asked questions were provided.
5. Bryan Elsey of Elsey Partners, LLC made some closing remarks and the meeting was adjourned.

Please Sign In

Planned Unit Development
Pre-Application Neighborhood Meeting
November 15, 2012

Site: 4201 Navajo Street

Please Print

Name	Address	City	Zip Code
Brook Bell			
HUWABERT			
JONATHAN BUSH			
Steve Kurtz			
J. Woodman			
Tim Schlichting			
Rick Gulick			
VALERIE GRAVES			
John Gerlick			
Angela Gerlick			



March 11, 2013

Brook Bell
City of Englewood
Community Development Department
1000 Englewood Parkway
Englewood, Colorado 80110

RE: Navajo Apartments PUD
TCHD Case No. 2856

Dear Mr. Bell:

Thank you for the opportunity to review and comment on the proposed Planned Unit Development (PUD) application for the site located at 4201 South Navajo Street to allow for 141 residential apartments close to the Oxford Station. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental health regulations and potential recommendations for site improvements to encourage opportunities for healthy community design.

Healthy Community Design and Connectivity

Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. At the project site level, TCHD encourages applicants to incorporate a well-connected system of pathways for pedestrians and bicyclists that support the use of a broader pedestrian and bicycle network off of the site. The following comments relate to the information contained in the PUD regulations.

Land Uses

TCHD recognizes that the current proposal is for 141 residential units. However, the PUD does not appear to list any allowable land uses. TCHD encourages the applicant to consider how the project might accommodate a future request for a small scale neighborhood use like a community garden. Community gardens are an excellent way in an urban environment to provide access for residents to healthy foods.

Setbacks and Building Orientation

The design and orientation of buildings can increase residents' use of sidewalks along streets improving the safety on the street by bringing more people to observe activities. TCHD commends the applicant for the allowance for a zero setback for a portion of the building and the requirement that 50% of the building be located at a 5 to 15-foot setback. TCHD encourages the applicant to use design standards to articulate how the building façade along the street should incorporate pedestrian-scale design features. Please see more comments about design standards in the next section of this letter.

Design Standards

The proposed language under "Design Standards and Guides" does not translate into specific requirements that will be easily enforceable when a proposed site plan on this site is evaluated. TCHD suggests adding more specific requirements to help articulate the intent of this section.

Pedestrian and Bicycle Circulation

TCHD encourages the applicant to include more specific requirements to ensure an on-site system of good connectivity for the proposed and any future development. The proposed language under "Pedestrian and Bicycle Access and Connectivity" does not translate into specific requirements that will be easily enforceable when a proposed site plan on this site is evaluated. In order to ensure that requirements stated in the PUD foster a walkable design that incorporates direct connections between on-site amenities and the broader circulation network, TCHD recommends adding greater specificity for location, minimum width and design criteria of on-site sidewalks.

Parking Standards

TCHD commends the applicant for allowing for a 25% parking reduction if within ¼ mile from a transit station. This type of standard is becoming more common in TOD standards in the Denver Metro region and helps support greater use of transit among residents of the development.

Bicycle Amenities

As mentioned earlier in this letter, TCHD supports community design that makes it easy for residents to walk or use their bicycles. TCHD commends the applicant for including bicycle parking standards in the PUD. The site plan does not seem to show bicycle facilities on the exterior of the building. While bicycle storage for residents could be accommodated internal to the building, it is important to include bicycle parking facilities that are easily accessible to visitors.

Flammable Gas

The subject property is located approximately 800 feet southeast of the former Arapco Landfill. Flammable gas from landfill may pose a health and safety hazard to the development. Section 1606-2 of the City of Englewood Unified Development Code requires flammable gas testing and approval for development located within one thousand feet of a former landfill.

Based on that requirement, TCHD recommends that the applicant work with a qualified environmental consultant to prepare a flammable gas investigation plan for the site, to be reviewed and approved by TCHD. Upon completion of the investigation, TCHD will review the results and determine if it will be necessary to incorporate a flammable gas control system(s) into the project. In addition, TCHD will determine whether construction safety practices are necessary during construction on the site.

Sun Safety for Outdoor Common and Gathering Areas

Skin cancer is the most common cancer in the United States. Colorado has the 5th highest death rate from melanoma, the most deadly form of skin cancer. A leading risk factor for skin cancer is exposure to ultraviolet rays (UV) from the sun. Seeking shade

Navajo Apartments PUD
March 11, 2013
Page 3 of 3

when outside is one of the best ways to prevent overexposure to UV rays. TCHD recommends the use of shade in common areas like courtyards, patios and play areas through the planting of trees or physical shade structures. It is important that shade structures or appropriate landscaping is considered early in the design process so that it is incorporated well into the overall site plan and optimizes the opportunity for residents and visitors to shield themselves from the sun and reduce their risk of skin cancer.

Please feel free to contact me at (720) 200-1571 or if you have any questions on TCHD's comments.

Sincerely,

Sheila Lynch
Land Use Program Coordinator
Tri-County Health Department

CC: Warren Brown, Hope Dalton, Vanessa Richardson, Laura DeGolier, TCHD



March 4, 2012

Brook Bell, Planner II
City of Englewood
Community Development Department
1000 Englewood Parkway
Englewood, CO 80110

Re: Case No.: ZON2013-001, Navajo Apartments

Dear Mr. Bell

Thank you for providing RTD with the opportunity to comment on the above referenced case. RTD strongly supports this type of higher-density development in the areas adjacent to light rail stations. Our one suggestion is as follows: it appears from the plans that the sidewalk along South Navajo Street is an attached sidewalk. So as to enhance the pedestrian environment along South Navajo to the Oxford Light Rail Station, RTD would recommend requiring a detached sidewalk, if possible.

Thank you again for the opportunity to comment on this case. Should you need additional information, I can be reached at (303) 299-2439.

Sincerely,

Chris Quinn
Project Manager

c: Development Review File:Englewood.

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Region 6 Traffic
Access/Utilities Permits
Roadside Advertising
2000 South Holly Street
Denver, Colorado 80222
303-512-4272 FAX 303-757-9886



February 28, 2013

City of Englewood
Attn: Brook Bell
Community development department
1000 Englewood Parkway
Englewood, Colorado 80110

Dear Mrs. Bell:

**RE: ZON2013-001 NAVAJO APARTMENTS 4201 SOUTH NAVAJO STREET AND SH (85)
CITY OF ENGLEWOOD**

Thank you for referring the proposal for our review. It does not appear that any work is to be performed in CDOT right of way. If the proposal should change to obtain permission to construct utilities within state highway right-of-way, a Utility/Special Use Permit is required. Please visit our website at <http://www.dot.state.co.us/UtilityProgram/Process.cfm>, or obtain the application through this office.

If you have any questions, please contact me at 303-512-4271.

Sincerely,
Bradley T. Sheehan, P.E.
Access Engineer



CITY OF SHERIDAN
4101 S. Federal Blvd.
Sheridan, CO 80110-4316

303/762-2200
303/438-3398 Fax

March 8, 2013

Brook Bell
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

**Re: 4201 S. Navajo Street
Englewood, CO
Planned Unit Development Amendment Referral**

Dear Brook:

The City of Sheridan is in receipt of the Planned Unit Development Amendment Referral for the Navajo Apartments project located at 4201 South Navajo Street, case number ZON2013-001. We have reviewed the proposal and have the following comments:

1. Is this proposal modifying an existing PUD? The cover sheet referenced a PUD amendment. If there is an existing PUD it should be clearly referenced and its reception number referenced.
2. Since the survey (S101) shows this project on two lots, will a subdivision action be required to eliminate the lot line running through the middle of the project? Also, is the sanitary easement owner ok with having trees located in the parking lot islands within close proximity to the existing sanitary sewer line?
3. Sheet A102
 - a. Shows two names for the project, Navajo Apartments on the top of the page, and 4201 S Navajo under the intent.
 - b. Under the intent statement it indicates the PUD *mostly* complies with the Comp Plan and Code. It would be nice to know how it doesn't comply as part of this application.
 - c. The intent portion identifies the "Oxford Transit Oriented Development." Is that a plan, a study or part of the recent Light Rail Corridor Plan?
 - d. Under the "Relationship to the Unified Code" portion of the page, the applicants have expressed an interest in not having the PUD ever lapse. Is this permitted from a vested property rights standpoint?
 - e. The dimensional requirements show a 10' setback to the south as the requirement, but the site plan shows parking to within 4.72' of the south property line.
 - f. The sizes of the parking spaces are shown at 8'6". The site plan dimensions them at 8.5'. Should be consistent. At any rate, a space less than 9' is too narrow. Suggest increasing the parking space sizes. This will impact either the number of spaces or the size of the parking lot islands.

Brook Bell
March 8, 2013
Page 2

- g. We suggest more bike racks be provided given the location and nature of this development.
 - h. Under "Landscaping and Screening" ratios of trees and shrubs are provided per RLA. Please define what RLA is.
 - i. The "Design Standards and Guides" only states they will have high quality articulated designs. More detail is needed to understand their design intent.
4. Consistent page numbering on the plans would be helpful.
 5. Sheet C101
 - a. Will the existing chain link fence remain on the north property line? Given the outdoor storage in that area, it makes sense for the applicants to provide more of a visual screen.
 - b. Site triangles should be shown at the vehicular entrances to the site.
 - c. Are the two small sidewalks shown sufficient to get pedestrians from this site to Navajo?
 - d. The "drinking straw" looking element immediately west of the site needs to be identified.
 - e. Legend should include number of parking spaces.
 6. What is the 50' easement on the west portion of the site for?
 7. Will one trash enclosure be sufficient for the number of apartments at this site?

Thank you for the opportunity to review this plan. Should any questions arise, please either call me at 303-438-3307 or via email at

Sincerely, \

~~Jennifer~~ W. Henninger, AICP
Sheridan Consulting Planner



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.571.3306
Facsimile: 303. 571.3524

March 11, 2013

City of Englewood Community Development
1000 Englewood Parkway
Englewood, Colorado 80110

Attn: Brook Bell

Re: Navajo Apartments PUD, Case # ZON2013-001

Public Service Company of Colorado (PSCo) has reviewed the plans for **Navajo Apartments PUD**. Please be aware PSCo owns and operates existing electric distribution facilities within the proposed project area. Public Service Company has no objection to this proposed rezone, contingent upon Public Service Company of Colorado's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas and electric transmission related facilities.

Please be aware that depending on how the transformer cabinet will open the landscaping plans may need to be adjusted to accommodate clearance requirements.

The property owner/developer/contractor must contact the **Builder's Call Line at 1-800-628-2121** and complete the application process for any new gas or electric service, or modification to existing facilities including relocation and/or removal and associated costs. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements will need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center at 1-800-922-1987** to have all utilities located prior to any construction.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Sincerely,

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado



April 10, 2013

City of Englewood
Community Development Department
Mr. Brook Bell
1000 Englewood Parkway
Englewood, CO 80110

RE: Case No.: ZON2013-001
4201 S. Navajo St., Englewood, Colorado
Navajo Apartments

Dear Mr. Bell,

Qwest Corporation d/b/a CenturyLink QC has reviewed the materials provided by this proposal.

CenturyLink has no objection to the Case.

However, please note that CenturyLink owns, operates and maintains telecommunication cables and terminals at the structure addressed above. The costs of certain modification to or relocation of said facilities may be billable to the Requestor.

The Requestor should contact CenturyLink Field Engineer Tim Styron at _____, to arrange for the safe and proper removal of any existing CenturyLink facilities and to discuss planning for new facilities (including fiber) to serve this apartment development.

Thank you for the opportunity to review the referenced Case.

Sincerely,

Charles Place
Right of Way Manager
CenturyLink
7759 S. Wheeling Ct.
Englewood, CO 80112

720.578.5132



SM ROCHA, LLC

TRAFFIC AND TRANSPORTATION CONSULTANTS

April 2, 2013

Mr. Ladd Vostry
 Traffic Engineer
 City of Englewood
 1000 Englewood Pkwy
 Englewood, CO 80110

**RE: Traffic Impact Study - Compliance Letter
 Navajo Apartments**

Dear Mr. Vostry:

SM ROCHA, LLC prepared the February 2013 traffic impact study (TIS) for Navajo Apartments and the March 20, 2013 supplemental traffic signal operations information for Oxford Avenue and Navajo Street intersection. The basis for prepared information was Navajo Apartments proposing to construct approximately 130 residential dwelling units.

It is understood that the total number of dwelling units proposed for construction has increased to 141. Proposed site access to Navajo Street remains unchanged from that presented in the February 2013 TIS.

Similar to the February 2013 TIS, standard traffic generation characteristics compiled by the Institute of Transportation Engineers (ITE) in their report entitled Trip Generation, 8th Edition, were applied to the additional dwelling units in order to estimate the increase in average daily traffic (ADT), AM Peak Hour, and PM Peak Hour vehicle trips for site development. A vehicle trip is defined as a one-way vehicle movement from a point of origin to a point of destination.

Trip generation rates used for comparison are presented in Table 1.

TABLE 1 TRIP GENERATION RATES									
ITE CODE	LAND USE	UNIT	TRIP GENERATION RATES						
			24 HOUR	AM PEAK HOUR			PM PEAK HOUR		
				ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL
220	Apartments	DU	6.65	0.102	0.408	0.51	0.403	0.217	0.62

Key: DU = Dwelling Units

12303 AIRPORT WAY, SUITE 200 BROOMFIELD, COLORADO 80021
 O:(303) 327-1490 F:(303) 327-1499

WWW.SMROCHA.COM

Table 2 illustrates projected average daily traffic (ADT), AM Peak Hour, and PM Peak Hour traffic volumes likely generated by the additional eleven (11) dwelling units.

TABLE 2 TRIP GENERATION SUMMARY									
ITE CODE LAND USE SIZE			TOTAL TRIPS GENERATED						
			24 HOUR	AM PEAK HOUR			PM PEAK HOUR		
				ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL
220	Apartments	11 DU	73	1	4	5	4	2	6
TOD Reductions (-20%)			15	0	1	1	1	0	1
Total:			59	1	4	4	4	2	5

Table 2 summarizes that the additional dwelling units will generate an increase of approximately 59 daily trips with 4 of those occurring during the AM Peak Hour and 5 during the PM Peak Hour. Moreover, the difference between peak hour trip generation of 130 and 141 dwelling units results in an increase in traffic generation of approximately eight percent. This minor increase in site traffic generation is not substantial enough to create a negative impact to traffic operations of the existing surrounding roadway system or change intersection operational results presented in the February 2013 TIS.

It is our professional conclusion that the proposed 141 dwelling units are in compliance with the Navajo Apartments TIS dated February 2013, and all recommendations presented in that study, including supplemental information, remain valid.

We trust that our findings will assist in approval of the proposed Navajo Apartments development. Please contact us should further assistance be needed.

Sincerely,

SM ROCHA, LLC
 Traffic and Transportation Consultants



Mike Rocha, TSOS, TOPS
 Principal

Fred Lantz, PE
 Traffic Engineer



SM ROCHA, LLC

TRAFFIC AND TRANSPORTATION CONSULTANTS

April 2, 2013

Mr. Ladd Vostry
 Traffic Engineer
 City of Englewood
 1000 Englewood Pkwy
 Englewood, CO 80110

**RE: Traffic Impact Study – Compliance Letter
 Navajo Apartments**

Dear Mr. Vostry:

SM ROCHA, LLC prepared the February 2013 traffic impact study (TIS) for Navajo Apartments and the March 20, 2013 supplemental traffic signal operations information for Oxford Avenue and Navajo Street intersection. The basis for prepared information was Navajo Apartments proposing to construct approximately 130 residential dwelling units.

It is understood that the total number of dwelling units proposed for construction has increased to 141. Proposed site access to Navajo Street remains unchanged from that presented in the February 2013 TIS.

Similar to the February 2013 TIS, standard traffic generation characteristics compiled by the Institute of Transportation Engineers (ITE) in their report entitled Trip Generation, 8th Edition, were applied to the additional dwelling units in order to estimate the increase in average daily traffic (ADT), AM Peak Hour, and PM Peak Hour vehicle trips for site development. A vehicle trip is defined as a one-way vehicle movement from a point of origin to a point of destination.

Trip generation rates used for comparison are presented in Table 1.

TABLE 1 TRIP GENERATION RATES									
ITE CODE	LAND USE	UNIT	24- HOUR	TRIP GENERATION RATES					
				AM PEAK HOUR			PM PEAK HOUR		
				ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL
220	Apartments	DU	6.65	0.102	0.408	0.51	0.403	0.217	0.62

Key: DU = Dwelling Units

Table 2 illustrates projected average daily traffic (ADT), AM Peak Hour, and PM Peak Hour traffic volumes likely generated by the additional eleven (11) dwelling units.

TABLE 2 TRIP GENERATION SUMMARY									
SITE CODE	LAND USE	SIZE	24 HOUR	TOTAL TRIPS GENERATED					
				AM PEAK HOUR			PM PEAK HOUR		
				ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL
220	Apartments	11 DU	73	1	4	5	4	2	6
	TOD Reductions (-20%)		15	0	1	1	1	0	1
	Total:		59	1	4	4	4	2	5

Table 2 summarizes that the additional dwelling units will generate an increase of approximately 59 daily trips with 4 of those occurring during the AM Peak Hour and 5 during the PM Peak Hour. Moreover, the difference between peak hour trip generation of 130 and 141 dwelling units results in an increase in traffic generation of approximately eight percent. This minor increase in site traffic generation is not substantial enough to create a negative impact to traffic operations of the existing surrounding roadway system or change intersection operational results presented in the February 2013 TIS.

It is our professional conclusion that the proposed 141 dwelling units are in compliance with the Navajo Apartments TIS dated February 2013, and all recommendations presented in that study, including supplemental information, remain valid.

We trust that our findings will assist in approval of the proposed Navajo Apartments development. Please contact us should further assistance be needed.

Sincerely,

SM ROCHA, LLC
 Traffic and Transportation Consultants



Mike Rocha, TSOS, TOPS
 Principal

Fred Lantz, PE
 Traffic Engineer

TRAFFIC IMPACT STUDY

For

Navajo Apartments Englewood, Colorado

February 2013

Prepared for:

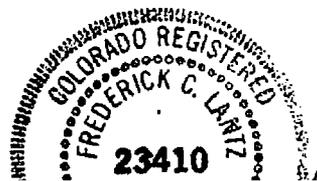
Roth Engineering Group
7853 East Arapahoe Court, Suite 2500
Centennial, Colorado 80112

Prepared by:



SM ROCHA, LLC
TRAFFIC AND TRANSPORTATION CONSULTANTS

12303 Airport Way, Suite 200
Broomfield, Colorado 80021
(303) 327-1490



Project Manager/Engineer:
Mike Rocha, TSOS, TOPS

Engineer in Responsible Charge:
Fred Lantz, PE

I. Introduction

Project Overview

This traffic impact study addresses the capacity, geometric, and control requirements associated with Navajo Apartments. This proposed residential development is located on South Navajo Street between West Oxford Avenue and West Quincy Avenue in Englewood, Colorado.

Study Area Boundaries

Through coordination with City Staff, the study area to be examined in this analysis encompasses the Oxford Avenue intersections with Santa Fe Drive and Navajo Street.

Figure 1 illustrates location of the development site and study intersections.

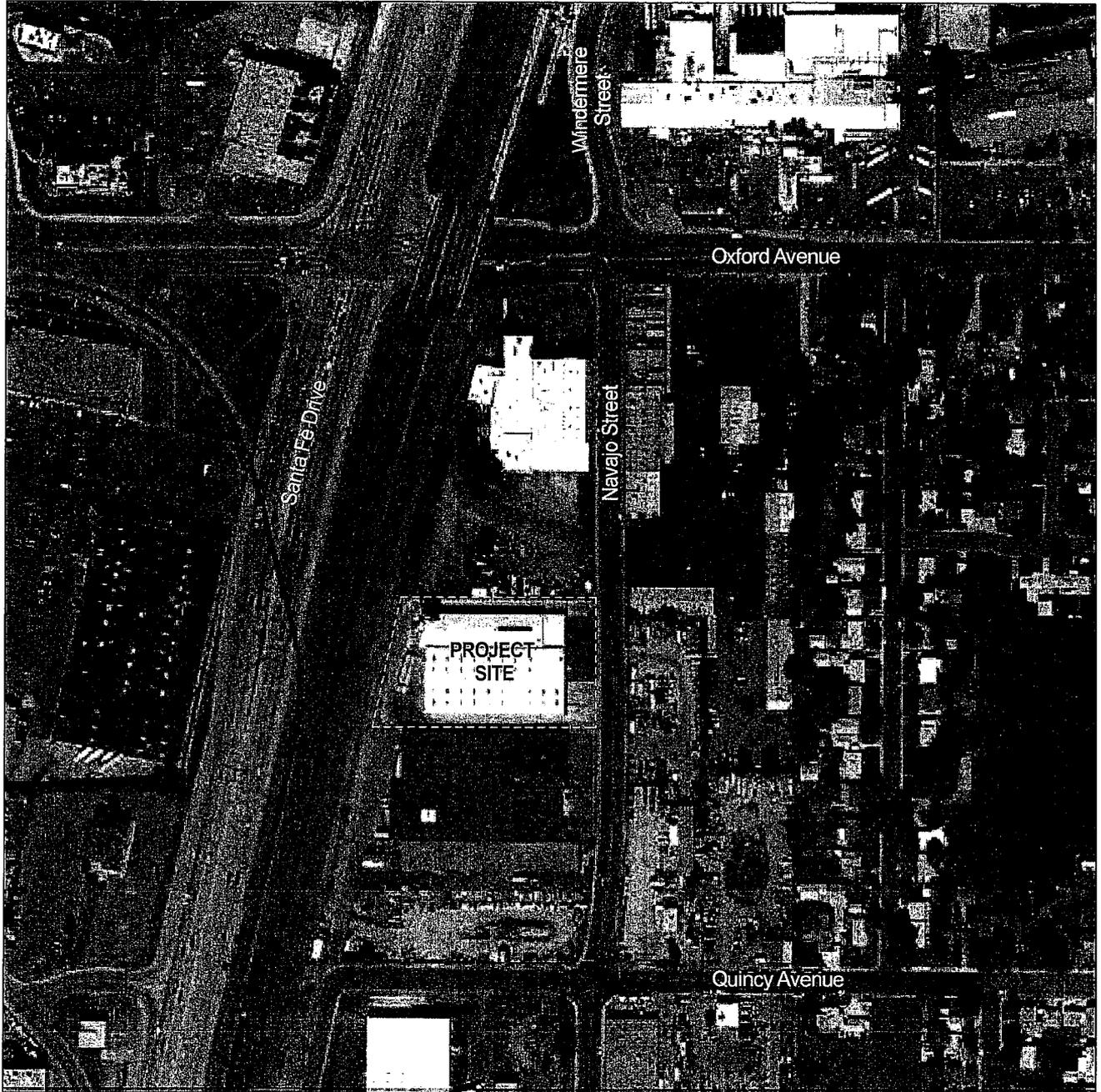
Site Description

Land for the development accommodates a light industrial building and is surrounded by a mix of commercial, light industrial, retail, office and residential land uses. The proposed development is understood to entail the construction of approximately 130 multi-family residential units.

Primary access to the development is provided at the following locations: Two full-movement accesses onto Navajo Street.

For purposes of this study, it is assumed that development construction would not be phased and completed by end of Year 2015.

The conceptual site plan as prepared by Roth Engineering Group is shown on Figure 2.



SM ROCHA, LLC
Navajo Apartments
Traffic Impact Study
Englewood, Colorado

Figure 1
SITE LOCATION

Existing and Committed Surface Transportation Network

Within the study area, Santa Fe Drive, Oxford Avenue and Navajo Street are the primary roadways that accommodate traffic to and from the proposed development. A brief description of the roadways is provided below:

Santa Fe Drive (US85) is a north-south State Highway having six through lanes (three lanes in each direction) with exclusive turn lanes at intersections within study area. Santa Fe Drive also provides for High Occupancy Vehicles (HOV) lanes during morning and afternoon peak traffic hours. The posted speed on Santa Fe Drive is 55 MPH.

Oxford Avenue is a two lane, east-west roadway with a combination of exclusive or shared through and turn lane configurations. This roadway has a posted speed limit of 30 MPH.

Navajo Street is a roadway similar to Oxford Avenue. This north-south roadway provides local access to the proposed development and adjacent land uses. This roadway also has a posted speed limit of 30 MPH. North of Oxford Avenue, the street name of Navajo Street changes to Windermere Street.

The Oxford Avenue intersections of Santa Fe Drive and Navajo Street are signalized. All other study intersections operate under a stop-controlled condition. A stop-controlled intersection is defined as a roadway intersection where vehicle rights-of-way are controlled by one or more "STOP" signs.

No regional or specific improvements for the above described roadways are known to be planned or committed at this time. The study area roadways are built to their ultimate cross-section.

It is further understood that regional pedestrian connections are being studied as part of the Oxford Light Rail Station area planning process currently underway between the City of Englewood and Regional Transportation District (RTD). Recommendations for pedestrian connection improvements are forthcoming.

II. Existing Traffic Conditions

AM and PM Peak Hour traffic counts, as presented in the adjacent traffic study¹ prepared for the Oxford Station Development, were collected at the Oxford Avenue intersections of Santa Fe Drive and Navajo Street, and utilized in this analysis. These counts were adjusted to reflect one year of growth and are shown on Figure 3.

The Signalized and Unsignalized Intersection Analysis techniques, as published in the Highway Capacity Manual (HCM) by the Transportation Research Board and as incorporated into the SYNCHRO computer program, were used to analyze the study intersections for existing traffic conditions. These techniques allows for determination of intersection Level of Service (LOS) based on the congestion and delay of each traffic movement. Base signal timing data for the Oxford Avenue intersections of Santa Fe Drive and Navajo Street was obtained from City Staff and used throughout this analysis.

The LOS analyses results for existing conditions are summarized in Table 1.

Definitions of Levels of Service are given in Appendix A, and capacity worksheets are provided in Appendix B.

TABLE 1 INTERSECTION CAPACITY ANALYSIS SUMMARY EXISTING TRAFFIC		
INTERSECTION LANE GROUPS	LEVEL OF SERVICE	
	AM PEAK HOUR	PM PEAK HOUR
Santa Fe Drive / Oxford Avenue (Signalized)	D (38.2)	D (49.7)
Oxford Avenue / Navajo Street (Signalized)	B (15.1)	B (18.1)

Key: Signalized Intersections: Level of Service (Control Delay in sec/veh)

Existing Traffic Analysis Results

Under existing conditions, operational analysis shows that the signalized intersection of Santa Fe Drive and Oxford Avenue has an overall peak hour operation at LOS D. The intersection of Oxford Avenue and Navajo Street operates at LOS B, overall, in peak traffic hours.

¹ "Oxford Station, Traffic Impact Analysis", Felsburg Holt & Ullevig, July 5, 2012.

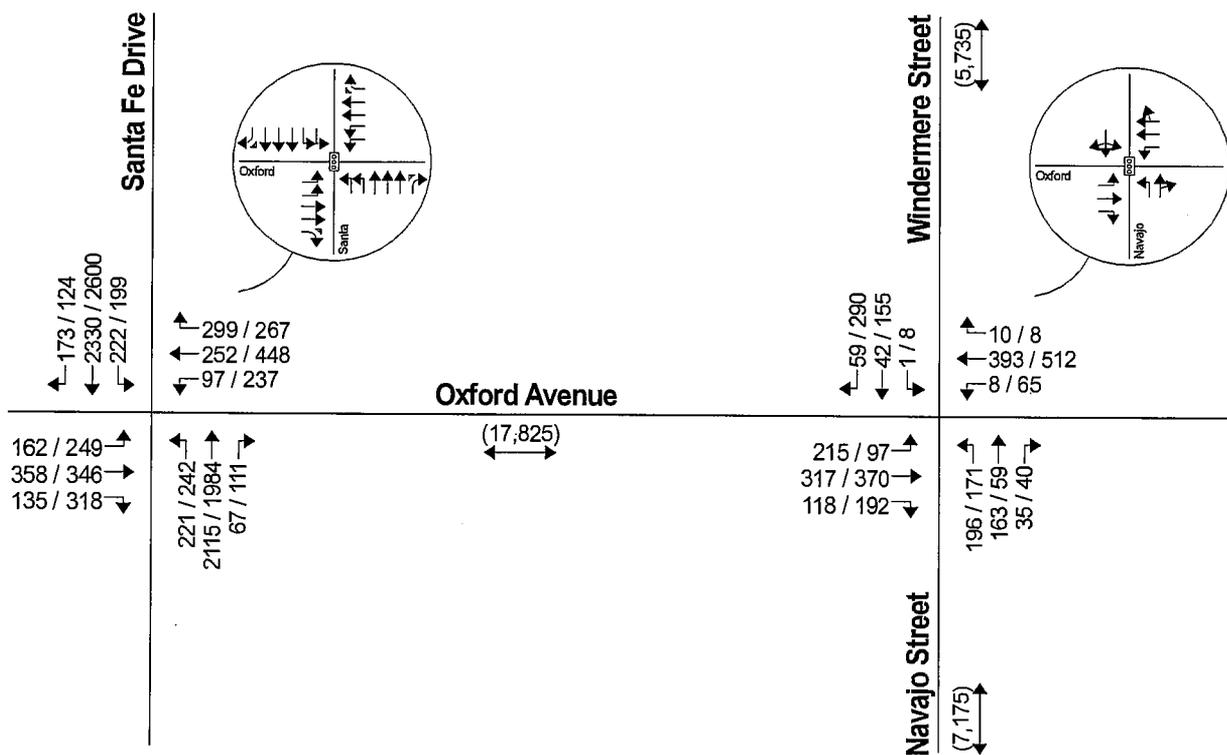


Figure 3
EXISTING TRAFFIC
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT): Average Daily Traffic



SM ROCHA, LLC
Navajo Apartments
Traffic Impact Study
Englewood, Colorado

III. Future Traffic Conditions without the Proposed Development

Normally, an annual growth rate is applied to existing traffic volumes to account for projected increases in background traffic for the short and long term analysis horizons. This is done to consider intersection operations and public roadway improvements possibly needed to accommodate regional transportation demands.

To account for projected increases in background traffic for Year 2015, a compounded annual growth rate of approximately 1.59 percent and 2.54 percent was applied to Oxford Avenue and Navajo Street, respectively. These growth rates were used to be consistent with the Oxford Station traffic analysis. Also included in background traffic volumes are projected site-generated traffic volumes from the Oxford Station development. No long term (Year 2035) background analysis was considered in this study since the public area around Oxford Avenue and Navajo Street is built out, and the expected completion of adjacent development (e.g., Oxford Station) is expected before Year 2015.

Pursuant to the non-committed area roadway improvements discussion provided in Section I along with Oxford Avenue and Navajo Street being built to their ultimate roadway sections, Year 2015 background traffic condition assumes no roadway improvements to accommodate regional transportation demands. This assumption provides for a conservative analysis.

Figure 4 shows the projected background traffic volumes, including adjacent Oxford Station development traffic, and intersection geometry for Year 2015.

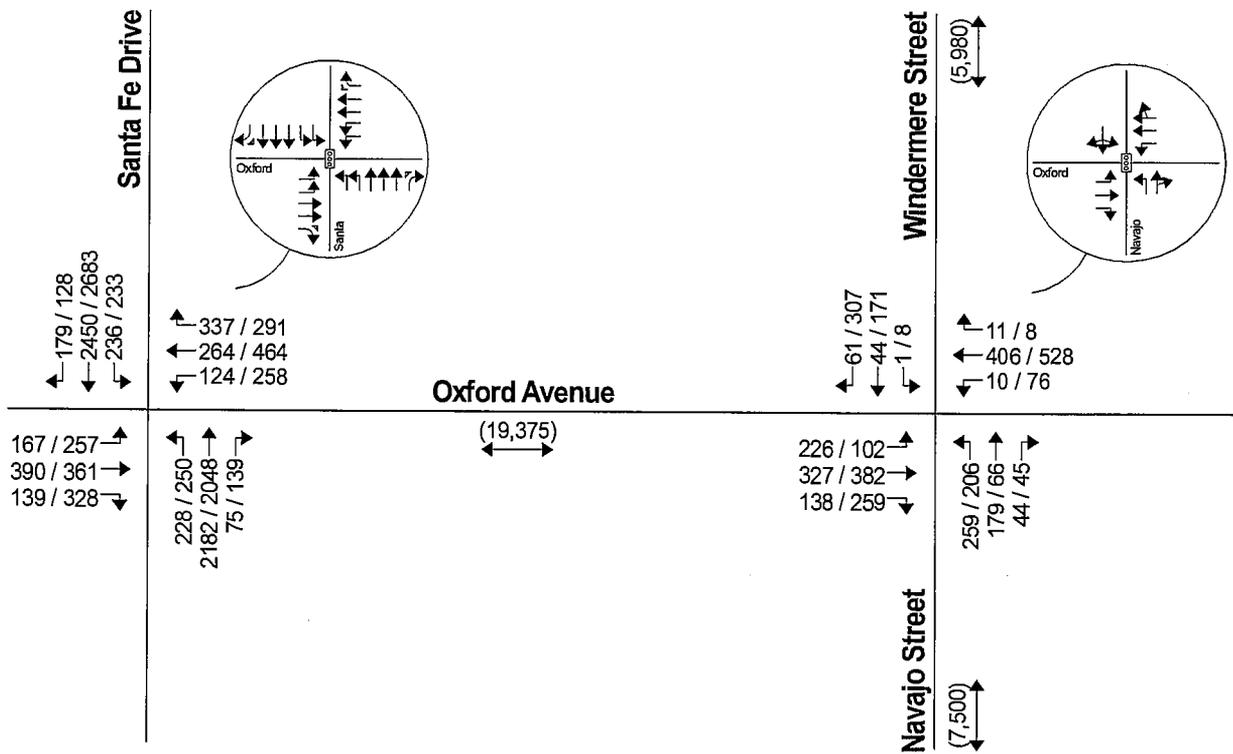


Figure 4
BACKGROUND TRAFFIC - YEAR 2015
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT): Average Daily Traffic



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 Navajo Apartments
 Traffic Impact Study
 Englewood, Colorado

As with existing traffic conditions, the operations of the study intersections were analyzed under background conditions, without the proposed development, using the SYNCHRO computer program. Background traffic level of service analyses results for Year 2015 are listed in Table 2.

Definitions of Levels of Service are given in Appendix A, and capacity worksheets are provided in Appendix B.

TABLE 2 INTERSECTION CAPACITY ANALYSIS SUMMARY BACKGROUND TRAFFIC - YEAR 2015		
INTERSECTION LANE GROUPS	LEVEL OF SERVICE	
	AM PEAK HOUR	PM PEAK HOUR
Santa Fe Drive / Oxford Avenue (Signalized)	D (42.0)	D (54.4)
Oxford Avenue / Navajo Street (Signalized)	B (15.8)	B (18.4)

Key: Signalized Intersections: Level of Service (Control Delay in sec/veh)

Background Traffic Analysis Results – Year 2015

Operation analysis for Year 2015 background condition indicates that the signalized intersection of Santa Fe Drive and Oxford Avenue experiences an overall LOS D operation during peak traffic hours.

The signalized intersection of Oxford Avenue and Navajo Street continue to have an overall peak hour operation at LOS B, similar to existing conditions.

IV. Proposed Project Traffic

Trip Generation

Standard traffic generation characteristics compiled by the Institute of Transportation Engineers (ITE) in their report entitled Trip Generation, 8th Edition, were applied to proposed land use in order to estimate average daily traffic (ADT), AM Peak Hour, and PM Peak Hour vehicle trips for the development site.

A vehicle trip is defined as a one-way vehicle movement from a point of origin to a point of destination.

Trip generation rates used in this study are presented in Table 3.

TABLE 3 TRIP GENERATION RATES									
ITE CODE LAND USE UNIT			TRIP GENERATION RATES						
			24 HOUR	AM PEAK HOUR			PM PEAK HOUR		
				ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL
220	Apartments	DU	6.65	0.102	0.408	0.51	0.403	0.217	0.62

Key: DU = Dwelling Units

Table 4 illustrates projected average daily traffic (ADT), AM Peak Hour, and PM Peak Hour traffic volumes likely generated by the proposed development.

TABLE 4 TRIP GENERATION SUMMARY									
ITE CODE LAND USE SIZE			TOTAL TRIPS GENERATED						
			24 HOUR	AM PEAK HOUR			PM PEAK HOUR		
				ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL
220	Apartments	130 DU	865	13	53	66	52	28	81
TOD Reductions (-20%)			173	3	11	13	10	6	16
Total:			692	11	42	53	42	23	64

Table 4 illustrate that the proposed development has the potential to generate approximately 692 daily trips with 53 of those occurring during the AM Peak Hour and 64 during the PM Peak Hour.

Adjustments to Trip Generation Rates

A development of this particular type is not likely to attract trips already on the adjacent roadway system (defined by ITE Trip Generation Handbook as pass-by trips). No pass-by trip reduction was taken in this study. However, the Oxford Light Rail Station is located within close proximity to the proposed development. As such, a twenty (20) percent reduction was applied to site trip generation to account for the likelihood of transit use from a transit oriented development (TOD). This reduction percentage is considered conservative.

Trip Distribution

The overall directional distribution of site-generated traffic was determined based on proposed and existing area land uses, allowed intersection turning movements, and available roadway network.

Overall trip distribution patterns for the proposed development are shown on Figure 5.

Project Trip Assignment

Traffic assignment is how generated and distributed vehicle trips are expected to be loaded onto the available roadway network.

Applying trip distribution patterns to site-generated traffic provides the site-generated trip assignments shown on Figure 5.

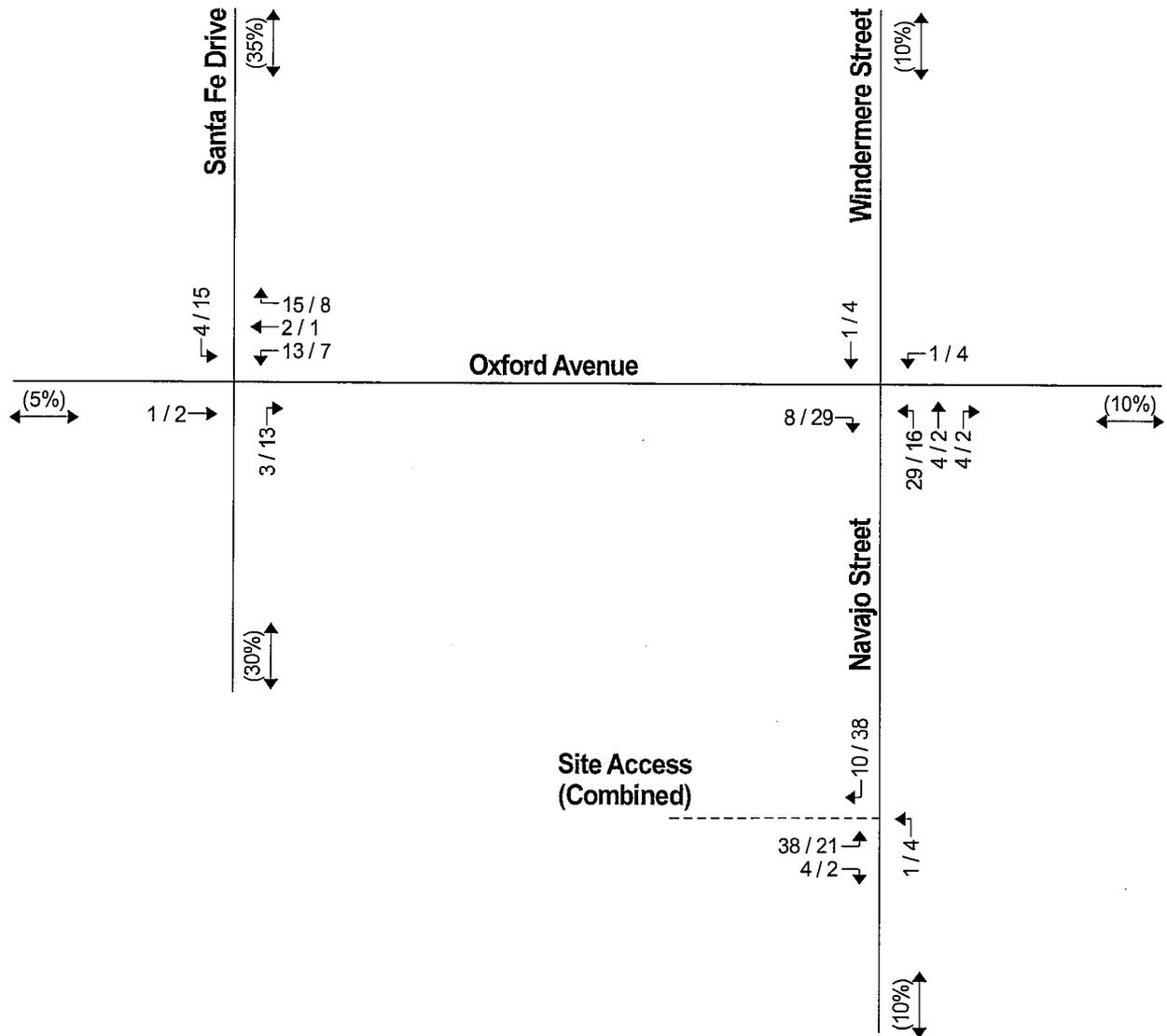


Figure 5
DISTRIBUTION
 (%): Overall
SITE-GENERATED TRAFFIC
AM / PM Peak Hour



SM ROCHA, LLC
 Navajo Apartments
 Traffic Impact Study
 Englewood, Colorado

V. Future Traffic Forecasts with Proposed Development

Site-generated traffic was added to background traffic volumes to develop total traffic projections.

For analysis purposes, it was assumed that development build out would occur by end of Year 2015.

No roadway improvements were assumed for analysis in the total traffic condition.

Projected Year 2015 total traffic volumes and intersection geometry are shown on Figure 6.

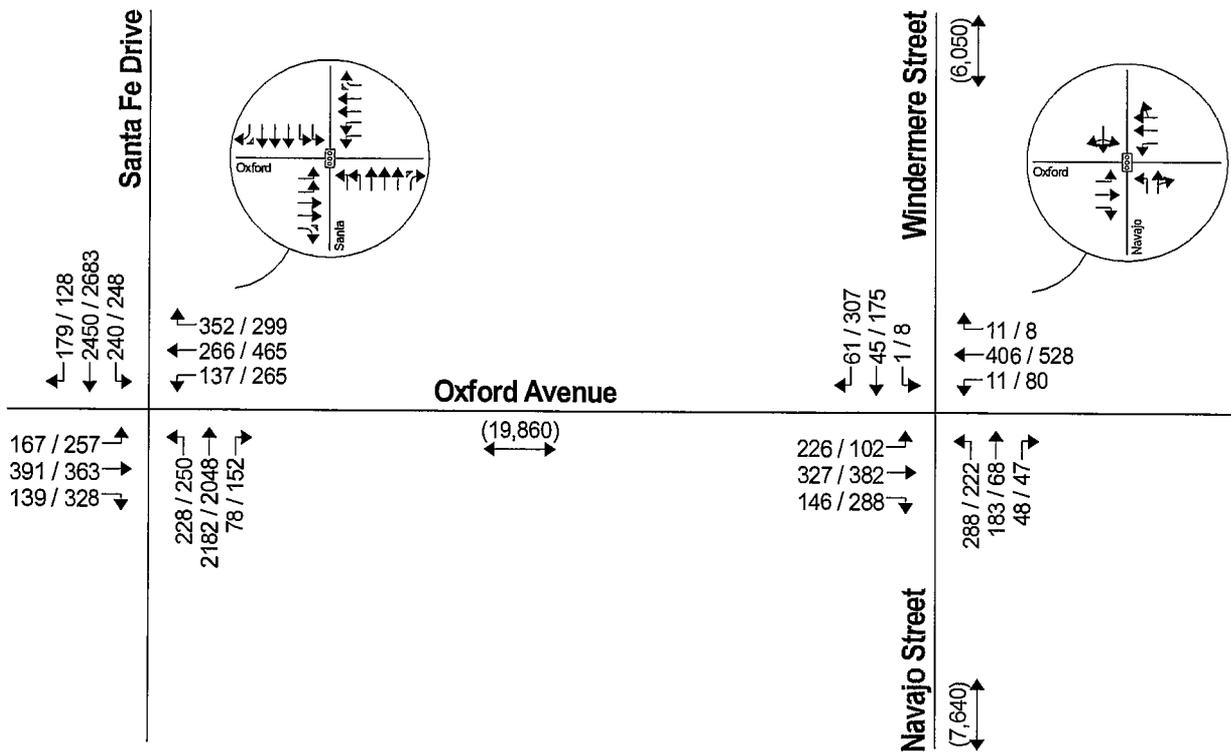


Figure 6
TOTAL TRAFFIC - YEAR 2015
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT): Average Daily Traffic



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Traffic Impact Study
Englewood, Colorado

VI. Project Impacts

Peak Hour Intersection Levels of Service

As with background traffic, the operations of the study intersections were analyzed under projected total traffic conditions using the SYNCHRO computer program. Table 5 summarizes total traffic level of service analysis results for Year 2015.

Definitions of Levels of Service are given in Appendix A, and capacity worksheets are provided in Appendix B.

TABLE 5 INTERSECTION CAPACITY ANALYSIS SUMMARY TOTAL TRAFFIC - YEAR 2015		
INTERSECTION LANE GROUPS	LEVEL OF SERVICE	
	AM PEAK HOUR	PM PEAK HOUR
Santa Fe Drive / Oxford Avenue (Signalized)	D (44.2)	D (54.7)
Oxford Avenue / Navajo Street (Signalized)	B (17.5)	B (18.9)

Key: Signalized Intersections: Level of Service (Control Delay in sec/veh)

Total Traffic Analysis Results upon Development Build Out

Table 5 shows that the signalized intersection of Santa Fe Drive and Oxford Avenue, upon development build out with conservative assumptions defined in this study and by Year 2015, will have operations similar to existing and background conditions.

Table 5 further illustrates how the Oxford Avenue and Navajo Street intersection is projected to maintain LOS B operation during peak traffic hours.

VII. Conclusion

This traffic impact study addressed the capacity, geometric, and control requirements associated with Navajo Apartments. The proposed residential development is located on Navajo Street between Oxford Avenue and Quincy Avenue in Englewood, Colorado.

As coordinated with City Staff, the study area examined in this analysis encompasses the Oxford Avenue intersections with Santa Fe Drive and Navajo Street.

Analysis was conducted for critical AM Peak Hour and PM Peak Hour traffic operations for existing traffic conditions, Year 2015 background traffic conditions, and Year 2015 total traffic conditions.

Analysis of existing traffic conditions indicates that the studied signalized intersection of Santa Fe Drive and Oxford Avenue has overall peak hour operations at LOS D. Moreover, the signalized intersection of Oxford Avenue and Navajo Street has overall LOS B operations during peak traffic hours.

Without the proposed development, Year 2015 background operational analysis indicates that study intersections will continue to experience moderate to good traffic operations.

Analysis of future traffic conditions indicates that the addition of site-generated traffic is expected to create no discernable impact to traffic operations of the existing surrounding roadway system. With all conservative assumptions defined in this analysis, existing intersections along the Oxford Avenue study area are projected to operate at future levels of service comparable to existing and background conditions during peak traffic hours.

APPENDIX A

Level of Service Definitions

The following information can be found in the Highway Capacity Manual, Transportation Research Board, 2000: Chapter 10 – Urban Streets Concepts Signalized Intersections and Chapter 17 – Unsignalized Intersections.

Level Of Service (LOS) for Signalized Intersections

Levels of service are defined to represent reasonable ranges in control delay.

LOS A

Describes operations with low control delay, up to 10 s/veh. This LOS occurs when progression is extremely favorable and most vehicles arrive during the green phase. Many vehicles do not stop at all. Short cycle lengths may tend to contribute to low delay values.

LOS B

Describes operations with control delay greater than 10 and up to 20 s/veh. This level generally occurs with good progressions, short cycle lengths, or both. More vehicles stop than with LOS A, causing higher levels of delay.

LOS C

Describes operations with control delay greater than 20 and up to 35 s/veh. These higher delays may result from only fair progression, longer cycle lengths, or both. Individual cycle failures may begin to appear at the level. Cycle failure occurs when a given green phase does not serve queued vehicles, and overflows occur. The number of vehicles stopping is significant at this level, though many still pass through the intersection without stopping.

LOS D

Describes operations with control delay greater than 35 and up to 55 s/veh. At LOS D, the influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, and high v/c ratios. Individual cycle failures are frequent.

LOS E

Describes operations with control delay greater than 55 and up to 80 s/veh. These high delay values generally indicate poor progression, long cycle lengths, and high v/c ratios. Individual cycle failures are frequent.

LOS F

Describes operations with control delay in excess of 80 s/veh. This level, considered unacceptable to most drivers, often occurs with over saturation, that is, when arrival flow rates exceed the capacity of lane groups. It may also occur at high v/c ratios with many individual cycle failures. Poor progression and long cycle lengths may also contribute significantly to high delay levels.

Level of Service (LOS) for Unsignalized TWSC Intersections

Level of Service	Average Control Delay (s/veh)
A	0 - 10
B	> 10 - 15
C	> 15 - 25
D	> 25 - 35
E	> 35 - 50
F	> 50

**CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION
REGULAR MEETING
May 14, 2013**

Minutes and audio are available at:
<http://www.englewoodgov.org/Index.aspx?page=152>

I. CALL TO ORDER

The regular meeting of the City Planning and Zoning Commission was called to order at 7:00 p.m. in the City Council Chambers of the Englewood Civic Center, Chair Brick presiding.

Present: Bleile, Roth, King, Welker, Knoth (entered at 7:05), Brick, Kinton, Townley

Absent: Fish, Freemire (alternate), Excused

Staff: Alan White, Community Development Director
Chris Neubecker, Senior Planner
Brook Bell, Planner II
Nancy Reid, Assistant City Attorney



II. APPROVAL OF MINUTES
May 7, 2013

Roth moved:

Kinton seconded: TO APPROVE THE MAY 7, 2013 MINUTES

Chair Brick asked if there were any modifications or corrections. There were none.

AYES: Roth, Welker, King, Brick, Kinton, Townley

NAYS: None

ABSTAIN: Bleile

ABSENT: Fish, Knoth

Motion carried.

III. PUBLIC HEARING



CASE ZON2013-001, NAVAJO APARTMENTS PLANNED UNIT DEVELOPMENT

Welker moved:

Bleile seconded: TO OPEN THE PUBLIC HEARING

AYES: Bleile, Roth, Welker, King, Brick, Kinton, Townley
NAYS: None
ABSTAIN: None
ABSENT: Fish, Knoth

Motion carried.

Mr. Roth noted he wanted to make a statement that he shares the same surname as the engineering firm on this project, but is not aware of any relationship to them.

Mr. Bell, Planner II, was sworn in and presented the case. Highlights of the proposed PUD include:

- Rezoning from I-1 Light Industrial District to Navajo Apartments Planned Unit Development to allow a maximum of 146 residential apartment units.
- Property is located mid-block on the 4200 block of South Navajo Street and is approximately 800' south of RTD's Oxford Light Rail Station.
- Land to the south and east of the subject property is zoned I-1 Light Industrial. Land to the north was recently rezoned to the Oxford Station TOD PUD. Land to the west is not within the City of Englewood limits.
- The subject property is owned by the Developer's father and was the former location of his cat litter manufacturing company that moved to a larger facility in northwest Englewood.
- Multi-unit dwellings are not permitted in the I-1 zone district; property cannot be redeveloped for residential under this zoning.
- The applicant conducted the required neighborhood meeting on November 15, 2012. Notice was mailed to property owners and occupants of property within 1000 feet of the site.
- Final PUD documents were submitted on April 29, 2013.
- The proposed PUD was referred to Tri-County Health, RTD, the Colorado Department of Transportation, the City of Sheridan, Xcel Energy, Century Link and Comcast; there were no objections to the project.
- The PUD would include a maximum of 146 residential apartment units.
- Majority of the parking is on the surface with a portion tucked underneath the second story of the building.
- Site Plan includes landscaping and all new and existing utilities within the property and abutting right-of-way will be placed underground.
- All permitted industrial uses must cease once a Certificate of Occupancy for any residential or commercial use is issued for any portion of the property.
- Architectural Character, Residential Density and Setbacks were reviewed.

- The maximum allowed building height for residential uses is 75 feet. The maximum allowed building height in the PUD for Public/Institutional Uses, Commercial Uses, and Industrial Uses is 100 feet.
- The proposed Navajo Apartments PUD requires 1 parking space for each unit, plus 1 guest space for every 10 units.
- The Navajo Apartments PUD will provide 1 bicycle space for every 5 units to be accommodated with bike racks.
- A traffic impact study was performed for the project. The study was reviewed by the Public Works Traffic Division and CDOT and they concurred with its findings.
- The Navajo Apartments proposes a minimum of 15% of the property be landscaped and over 73% of that will be "living" landscape.
- Park dedication fee will be approximately \$54,400.



Questions from Commission

- Have all Staff concerns been taken care of?
- Are sizes of parking spaces an issue?
- Does property fall within 1000 feet of a former landfill?
- Is there any known contamination on site?
- Is parking along Navajo Street going to be allowed after this development is completed?
- Does the Code pertaining to landscaping maintenance and replacement apply to this project?
- Why is it important to grant this PUD now rather than wait till the Light Rail Corridor Plan is complete?
- Does this PUD meet the minimum size for a PUD in terms of overall area?
- How does the property setback match up with the development edge in terms of the property to the north?
- What was the reason for increasing the height of the sign from 25' to 55'?
- If no work commences when would the PUD expire?



Alan White, Director of Community Development was sworn and stated the proposed Planned Unit Development, in terms of land use and the density proposed, is consistent with the light rail plan that the City's consultants prepared. That plan is unofficial right now, but Staff does plan on taking it through the adoption process and make it an official sub-area plan of the City.



Bryan Elsey was sworn in. He provided a brief background on his company and why they chose this site for an infill development. He then showed a PowerPoint presentation on what their vision is for the project.

Commission comments included:

- Will you manage site after completion of project?
- How will you regulate access to parking?
- What are your plans for snow storage?
- Where will the 55' sign be located?
- Have you considered roof top gardens?
- What is the area of the building footprint including the podium parking?
- What is the height of the podium parking?
- Describe underground detention system.
- Seems to be a lack of bicycle storage on site.
- Internal sidewalks seem narrow.
- Are there plans to increase water and sewer capacity along Navajo Street?
- What is the possibility of a pedestrian bridge across Oxford Avenue to the Englewood Light Rail Station?

 Katie Sukalski, 1090 Urban St., Lakewood, was sworn in. She addressed concerns regarding the layout for the underground detention system and the presence of an existing storm sewer system in Navajo Street.

 Mike Rocha, Traffic Engineer was sworn in. He addressed questions from the Commission regarding pedestrian calculations.

PUBLIC TESTIMONY

 Peter Leising, 4561 S Jason St was sworn in. He addressed concerns regarding pedestrian connectivity, turn arrows, and the possibility of a pedestrian bridge over Santa Fe. He asked about the timeline for the Oxford Station project. He felt the proposed Navajo Apartments PUD project was a great improvement to the area.

 Brook addressed questions posed by Mr. Leising.

 Bryan Eley summation. He stated they are excited to be before the Planning and Zoning Commission and would love to do the project. He said he feels the project fits the area and would appreciate the Commission's support.



Knuth moved:

Bleile seconded: TO CLOSE THE PUBLIC HEARING

AYES: Bleile, Roth, Welker, Knuth, King, Brick, Kinton, Townley

NAYS: None

ABSTAIN: None
ABSENT: Fish

Motion carried.

Knoth moved:
King seconded:

CASE #ZON2013-001, REZONING OF 4201 SOUTH NAVAJO STREET FROM I-1 (LIGHT INDUSTRIAL) TO A PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW RESIDENTIAL USES BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH THE FOLLOWING CONDITION:

- 1. That the final Navajo streetscape section may vary from the curb alignment, sidewalk width and location, and associated landscape zone shown on the PUD; and that the final streetscape section for the Navajo Apartments PUD will be approved by the City Manager or designee in conjunction with the building permit.*

 Discussion

The Commission members stated the project is the kind of development they want for this area, liked the concept presented, takes us closer to our goals of having TOD development near the City's transit stations, provides an opportunity for a different type of housing, the developer is experienced in this type of development and is the right density and type of project needed near a light rail station.

Commission member's concerns included width of internal sidewalks, bicycle storage, utilities, street development, pedestrian connectivity and will public art be included in the project.

AYES: Bleile, Roth, Welker, Knoth, King, Brick, Kinton, Townley
NAYS: None
ABSTAIN: None
ABSENT: Fish

Motion carried.

IV. PUBLIC FORUM



No one wished to address the Commission.

V. ATTORNEY'S CHOICE



Ms. Reid had nothing further to report.

VI. STAFF'S CHOICE



Director White stated the Mr. Roth's Citizen of the Year celebration at the Malley Center was very nice.

Upcoming meetings include:

May 21 st :	Cancelled
June 4 th :	Study Session, Breweries, Distilleries and Wineries
June 17 th :	Joint meeting with City Council to discuss the Comprehensive Plan
June 18 th :	Cancelled

VII. COMMISSIONER'S CHOICE

The members congratulated Mr. Roth's appointment as Englewood's Citizen of the Year.

The meeting adjourned at 8:40 p.m.

Barbara Krecklow, Recording Secretary

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION

IN THE MATTER OF CASE #ZON2013-001)
FINDINGS OF FACT, CONCLUSIONS)
AND RECOMMENDATIONS FOR THE) FINDINGS OF FACT AND
REZONING OF 4201 S NAVAJO STREET) CONCLUSIONS OF THE
FROM I-1 (LIGHT INDUSTRIAL) TO A PUD) CITY PLANNING AND
(PLANNED UNIT DEVELOPMENT) TO) ZONING COMMISSION
ALLOW RESIDENTIAL USES)
INITIATED BY:)
Elsey Partners, LLC)
1532 College Avenue F19)
Manhattan, Kansas 66502)

Commission Members Present: Brick, Knoth, Roth, King, Bleile, Kinton, Townley, Welker

Commission Members Absent: Fish, Freemire (alternate)

This matter was heard before the City Planning and Zoning Commission on May 14, 2013, in the City Council Chambers of the Englewood Civic Center.

Testimony was received from Staff, the applicant and the public. The Commission received notice of Public Hearing, Certification of Posting, and Staff Report from Staff, which were incorporated into and made a part of the record of the Public Hearing.

After considering statements of the witnesses, and reviewing the pertinent documents, the members of the City Planning and Zoning Commission made the following Findings and Conclusions.

FINDINGS OF FACT

- 1. THAT the application was filed by Elsey partners, LLC seeking approval to rezone 4201 South Navajo Street from I-1 (Light Industrial) to PUD (Planned Unit Development) to allow residential uses.
2. THAT Public Notice of the Public Hearing was given by publication in the Englewood Herald on April 26, 2013 and was on the City's website from April 18, 2013 through May 14, 2013.
3. THAT the property was posted as required, said posting setting forth the date, time, and place of the Public Hearing.

4. **THAT** pursuant to the Planned Unit Development procedure, a pre-application meeting was held with Staff in the fall of 2012 and the application was reviewed by City Departments and other affected outside agencies.
5. **THAT** pursuant to the Planned Unit Development procedure, the applicant conducted a neighborhood meeting on November 15, 2012.
6. **THAT** notice of the neighborhood meeting was mailed to property owners and occupants of property within 1000 feet of the site.
7. **THAT** the final Navajo Apartments PUD packet was submitted on April 29, 2013.
8. **THAT** the PUD would allow a maximum of 146 residential apartment units on the property.
9. **THAT** the applicant will provide 1 parking space for each unit, plus 1 guest space for every 10 units.
10. **THAT** the applicant will provide 1 bicycle space for every 5 units to be accommodated with bike racks.
11. **THAT** the traffic impact study was reviewed by the Public Works Traffic Division and CDOT; both concurred with its findings.
12. **THAT** Planner Bell testified the request is for the rezoning of 4201 South Navajo Street from I-1 (light industrial) to a PUD (Planned Unit Development) to allow residential uses. Mr. Bell testified to the criteria the Commission must consider when reviewing a PUD application. Mr. Bell further testified that Staff recommends approval of the amendment with one condition.
13. **THAT** the Navajo Apartments Planned Unit Development is in conformance with Roadmap Englewood: 2003 Englewood Comprehensive Plan.

CONCLUSIONS

1. **THAT** the application was filed by Elsey Partners, LLC. seeking approval to rezone 4201 South Navajo Street from I-1 (light industrial) to a PUD (Planned Unit Development) to allow residential uses.
2. **THAT** proper notification of the date, time, and place of the Public Hearing was given by publication in the official City newspaper, posting on the City's website and by posting of the property for the required length of time.
3. **THAT** all testimony received from staff members, the applicant and the public has been made part of the record of the Public Hearing.

4. **THAT** the request meets the criteria for a PUD.
5. **THAT** the PUD is a positive improvement for the property and is the best use for the site.
6. **THAT** all permitted industrial uses must cease once a Certificate of Occupancy for any residential or commercial use is issued for any portion of the property.
7. **THAT** the proposed Navajo Apartments Planned Unit Development is in conformance with Roadmap Englewood: 2003 Englewood Comprehensive Plan.
8. **THAT** the Navajo Apartments PUD is substantially consistent with the goals, objectives, design guidelines, policies, and other ordinances, laws and requirements of the City.

DECISION

THEREFORE, it is the decision of the City Planning and Zoning Commission that the application filed by Elsey Partners, LLC for the rezoning of 4201 South Navajo Street from I-1 (light industrial) to a PUD (Planned Unit Development) to allow residential uses be recommended to City Council for approval.

The decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on May 14, 2013, by Mr. Knoth, seconded by Mr. King, which motion states:

CASE #ZON2013-001, REZONING OF 4201 SOUTH NAVAJO STREET FROM I-1 (LIGHT INDUSTRIAL) TO A PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW RESIDENTIAL USES BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH THE FOLLOWING CONDITION:

1. *That the final Navajo streetscape section may vary from the curb alignment, sidewalk width and location, and associated landscape zone shown on the PUD; and that the final streetscape section for the Navajo Apartments PUD will be approved by the City Manager or designee in conjunction with the building permit.*

AYES: King, Knoth, Roth, Bleile, Welker, Townley, Kinton, Brick
 NAYS: None
 ABSTAIN: None
 ABSENT: Fish

The motion carried.

These Findings and Conclusions are effective as of the meeting on May 14, 2013.

BY ORDER OF THE CITY PLANNING & ZONING COMMISSION

John Brick, Chair

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. 21
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING THE REZONING OF 4201 SOUTH NAVAJO STREET FROM I-1 TO NAVAJO APARTMENTS PLANNED UNIT DEVELOPMENT (PUD).

WHEREAS, Bruce Elsey and 4201 South Navajo LLC are the owners of the property at mid-block on the 4200 Block of South Navajo Street between Oxford Avenue to the North and Quincy Avenue to the South, also known as 4201 South Navajo Street, Englewood, Colorado; and

WHEREAS, the 4201 South Navajo Street site consists of two parcels totaling 2.09 acres; and

WHEREAS, Elsey Partners, LLC submitted an application to the City to rezone the parcels from I-1 Light Industrial District to the Navajo Apartments Planned Unit Development (PUD) which allows various residential, commercial and industrial uses; and

WHEREAS, the property is approximately 800 feet South of RTD's Oxford Light Rail Station; and

WHEREAS, land to the South and East of the subject property is zoned I-1 Light Industrial District and contains industrial uses; land to the North of the subject property was recently rezoned to the Oxford Station Transit Oriented Development PUD which will include 252 residential apartment units with an option for mixed commercial uses; and

WHEREAS, the proposed Planned Unit Development (PUD) would allow a maximum of 146 residential apartment units on the property, although the current building plan shows 141 units; and

WHEREAS, all allowed industrial uses shall cease and shall not be grandfathered nor considered legal, non-conforming uses upon the issuance of a Certificate of Occupancy; and

WHEREAS, the proposed 4201 South Navajo Street Planned Unit Development will exceed the development quality standards required by the Englewood Unified Development Code for residential development; and

WHEREAS, the Planning and Zoning Commission held Public Hearing on May 14, 2013.

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

Section 1. The 4201 South Navajo Planned Unit Development (PUD), for property located in the 4200 Block of South Navajo Street between Oxford Avenue to the North and Quincy Avenue

to the South, in the City of Englewood, Colorado, attached hereto as Exhibit A, is hereby approved with the condition noted below:

That the final Navajo streetscape section may vary from the curb alignment, sidewalk width and location, and associated landscape zone shown on the PUD; and that the final streetscape section for the Navajo Apartments PUD will be approved by the City Manager or designee in conjunction with the building permit.

Introduced, read in full, and passed on first reading on the 1st day of July, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 5th day of July, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 3rd day of July, 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 1st day of July, 2013.

Loucrishia A. Ellis

NAVAJO APARTMENTS PLANNED UNIT DEVELOPMENT

LEGAL DESCRIPTION

PARCEL A:

LOTS 1 AND 2, GOORMAN'S INDUSTRIAL SUBDIVISION, EXCEPT THAT PORTION CONVEYED TO THE CITY OF ENGLEWOOD IN DEED RECORDED AUGUST 10, 1992 IN BOOK 6569 AT PAGE 272, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL B:

A PARCEL OF LAND IN THE S1/2 SE1/4 OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 58 WEST OF THE 6TH PRINCIPAL MERIDIAN COUNTY OF ARAPAHOE, STATE OF COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF LOT 1, GOORMAN'S INDUSTRIAL SUBDIVISION, THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, 5.00 FT. TO THE POINT OF BEGINNING, THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, 347.25 FT. TO THE NW CORNER OF SAID LOT 1 ALSO BEING A POINT ON THE EAST LINE OF THE A.T.S.F. R.R. RIGHT OF WAY, THENCE AT AN ANGLE TO THE RIGHT 101° 28' 00" ALONG SAID EAST LINE OF THE A.T.S.F. R.R. ROW 33.41 FT., THENCE AT AN ANGLE TO THE RIGHT 78° 34' 00" 340.63 FT. TO A POINT ON THE WEST LINE OF S NAVAJO ST., THENCE AT AN ANGLE TO THE RIGHT 90° 00' 00" 32.75 FT. TO THE POINT OF BEGINNING.

LOT COVERAGE DATA		
ITEM	AREA	% OF TOTAL
BUILDING AREAS	32,145 SF	33.2%
DRIVEWAY & PARKING AREA	43,408 SF	47.6%
GREEN SPACE (LIVING)	10,000 SF	10.8%
GREEN SPACE (One Run & Pole Contained Non-Lot)	4,823 SF	5.4%
TOTAL GREEN SPACE	14,823 SF	16.2%
OPEN SPACE (Sidewalk)	490 SF	1%
AREA TOTAL	91,178 SF (2.06 ACRES)	100%

PROJECT DATA	
NET UNIT DENSITY	97.4 DENSITY
PARKING STALLS	181 SURF 114 STALLS/UNIT
GROUND BUILDING AREA	152,288 SF

UNIT DATA		
UNIT LABEL	UNITS	BEDROOMS
A1 - ONE BEDROOM BATH	66	66
A2 - ONE BEDROOM BATH	17	17
A3 - ONE BEDROOM BATH	18	18
B1 - TWO BEDROOM BATH	10	20
B2 - TWO BEDROOM BATH	4	8
B3 - TWO BEDROOM BATH	4	8
A1L - ONE BEDROOM BATH LOFT	6	6
A2L - ONE BEDROOM BATH LOFT	4	4
A3L - ONE BEDROOM BATH LOFT	6	6
B1L - TWO BEDROOM BATH LOFT	4	8
TOTAL	141 UNITS	110 BEDROOMS

SHEET LIST

- Sheet A101 - Cover Sheet
- Sheet A102 - District Plan
- Sheet S101 - ALTA Survey
- Sheet C101 - Site Plan
- Sheet L101 - Landscape Plan
- Sheet C102 - Utility Plan
- Sheet C103 - Grading Plan
- Sheet A201 - Ground Floor
- Sheet A202 - Second Floor
- Sheet A203 - Third Floor
- Sheet A204 - Fourth Floor
- Sheet A205 - Fifth Floor and Mezzanine
- Sheet A206 - Elevations
- Sheet A207 - Elevations
- Sheet A208 - Shadows & Context



Oxford Light Rail Station 800' to proposed PUD

PUD SITE

AREA MAP
SCALE: NOT TO SCALE

PROJECT TEAM

DEVELOPER	ARCHITECT	ENGINEER	PROPERTY OWNER
BRYAN ELSEY ELSEY PARTNERS, LLC 1532 COLLEGE AVE. F19 MANHATTAN, KANSAS 765.317.9265	BRADLEY A. BUSER, AIA PRIME DESIGN, LLC 1532 COLLEGE AVE. F19 MANHATTAN, KANSAS 765.317.9725	KEVIN S. ROTH, P.E. ROTH ENGINEERING GROUP 7853 E. ARAPAHOE RD. SUITE 2500 CENTENNIAL, CO 80112 303.841.9385	BRUCE ELSEY & 4201 SOUTH NAVAJO LLC 3988 S. BROADWAY ENGLEWOOD, CO 80113 303.912.8441

APPROVAL CERTIFICATES

APPROVED FOR THE CITY OF ENGLEWOOD

SIGNATURE _____ DATE _____
BRUCE ELSEY

SIGNATURE _____ DATE _____

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ BY _____ AS _____ OF _____

My commission expires: _____

NOTARY OF PUBLIC _____

ADDRESS _____

APPROVED FOR THE CITY OF ENGLEWOOD

PLANNING AND ZONING COMMISSION CHAIRPERSON DATE _____

PLANNING AND ZONING COMMISSION RECORDING SECRETARY DATE _____

MAYOR OF ENGLEWOOD DATE _____

ATTESTED

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ BY _____ AS _____ OF _____

CITY CLERK _____

CLERK AND RECORDER

THIS PLANNED UNIT DEVELOPMENT IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ARAPAHOE COUNTY, STATE OF COLORADO, AT _____ O'CLOCK _____ M ON THIS _____ DAY OF _____

RECEPTION NO. _____ BOOK NO. _____ PAGE NO. _____

BY _____
CLERK

BY _____
DEPUTY

PRIME DESIGN
1532 COLLEGE AVE. F19
MANHATTAN, KS 66502
785.317.9725

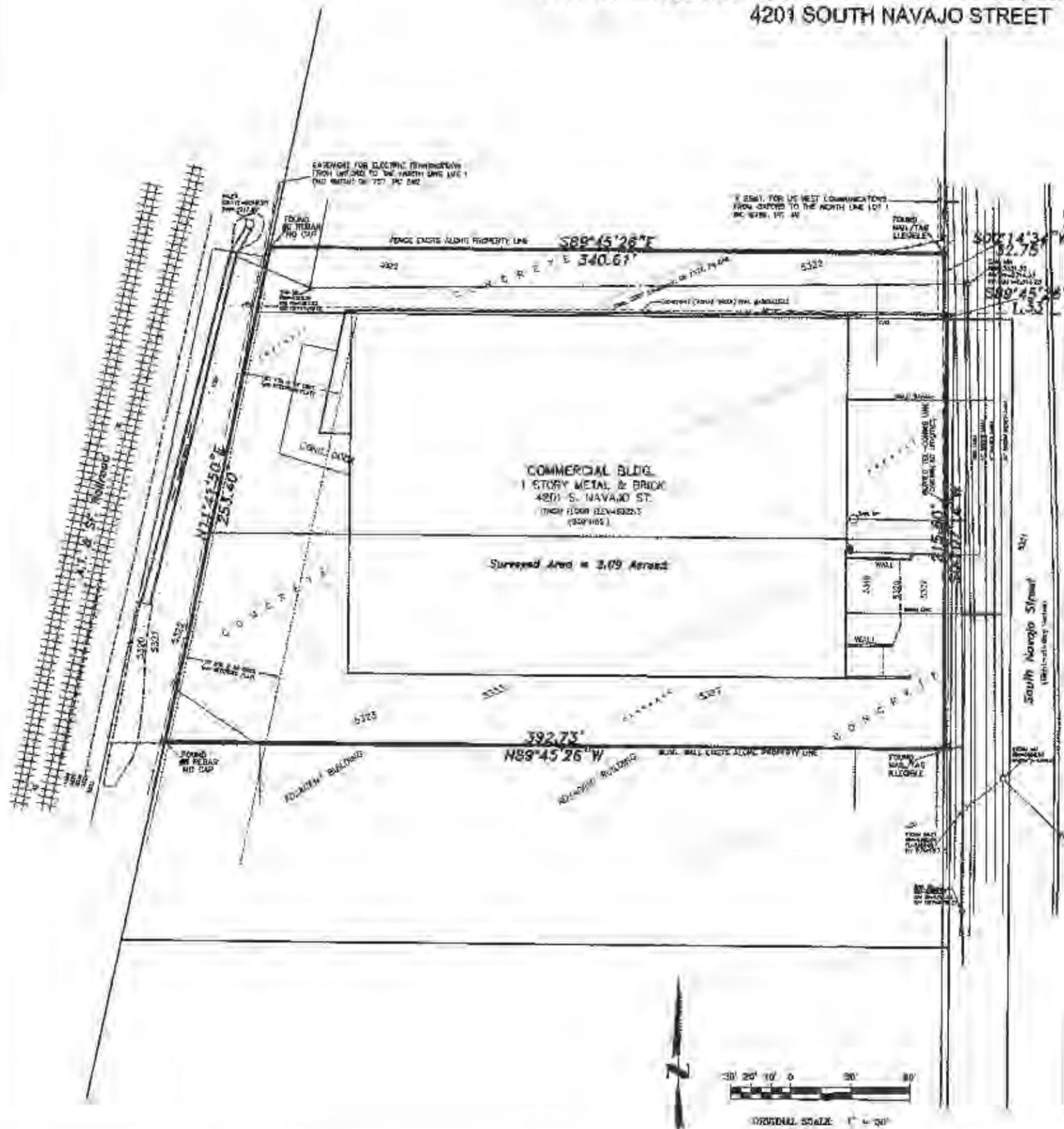
PLANNED UNIT DEVELOPMENT
4201 SOUTH NAVAJO
ENGLEWOOD, COLORADO

NAVAJO

A101

NAVAJO APARTMENTS PLANNED UNIT DEVELOPMENT

PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION
04, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO
4201 SOUTH NAVAJO STREET



LEGAL DESCRIPTION:

PARCEL A:
LOTS 1 AND 2, GOODMAN'S INDUSTRIAL SUBDIVISION,
EXCEPT THAT PORTION CONVEYED TO THE CITY OF ENGLEWOOD IN DEED RECORDED AUGUST 10, 1992 IN BOOK 8598 AT
PAGE 272, ALL IN THE CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL B:
A PARCEL OF LAND IN THE S1/2 SE1/4 OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL
MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF LOT 1, GOODMAN'S INDUSTRIAL SUBDIVISION, THENCE
WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, 506 FT. TO THE POINT OF BEGINNING,
THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, 347.25 FEET, TO THE NW CORNER OF SAID
LOT 1 ALSO BEING A POINT ON THE EAST LINE OF THE S.T.S.F. R.R. RIGHT OF WAY;
THENCE AT AN ANGLE TO THE RIGHT 107° 28' 00\"/>

CERTIFICATION:

TO BRYAN ELSEY, AND TO LAND TITLE GUARANTEE COMPANY:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN
ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ADSK LAND TITLE
SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-5, 7-12
OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED IN OCTOBER, 2012.

Oct 17, 2012
DATE: GARRY L. BOHLER, FLS 29052

NOTES:

1. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY LAND TITLE
GUARANTEE CO. #70550591, DATED 09-28-2012, AND NO TITLE SEARCH WAS DONE BY ME TO DETERMINE
OWNERS OR EASEMENTS RECORDED OR UNRECORDED.
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN
THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT, IN NO EVENT, MAY ANY
ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE
OF THE CERTIFICATION SHOWN HEREON.
3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DETACHES ANY PUBLIC LANDS SURVEY MONUMENT
OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS 2 MISDEMEANOR PURSUANT TO STATE
STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.
4. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE THE SOUTH LINE OF THE SE1/4 OF SECTION 4, AS
MONUMENTED ON THE WEST END BY A 3-1/4\"/>



PREPARED BY
WLR SERVICES
13600 COUNTY RD. 94
ELBERT, COLORADO 80106
(303) 849-9755
FAX (303) 518-9757

NAVAJO APARTMENTS
PLANNED UNIT DEVELOPMENT
ALTA SURVEY
ELSEY PARTNERS

ISSUE DATE	DATE	REVISIONS	BY

DESIGNED BY:
DRAWN BY:
JOB NUMBER:
PLAN SCALE:
HORIZONTAL SCALE 1" = 30'
VERTICAL SCALE 1" = 10'

ALTA SURVEY
SHEET NUMBER
S1010 OF 15

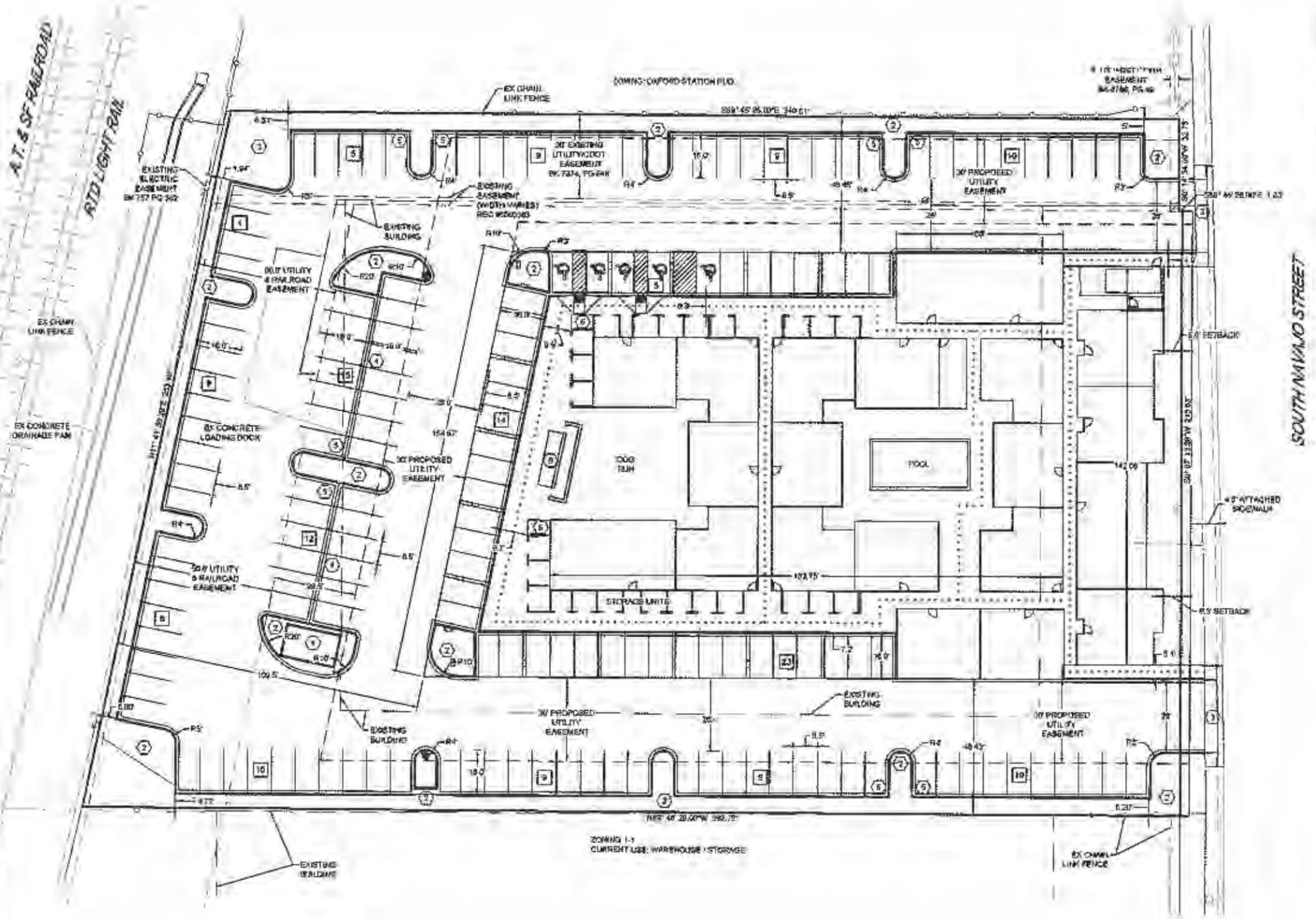
NAVAJO APARTMENTS PLANNED UNIT DEVELOPMENT

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 04, TOWNSHIP 5 SOUTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO
4201 SOUTH NAVAJO STREET

ROTH ENGINEERING GROUP
7555 E. ARAPAHOE COURT
SUITE 1000
CENTENNIAL, CO 80112
PHONE: 303-541-9005
FAX: 303-541-9212



NAVAJO APARTMENTS
PLANNED UNIT DEVELOPMENT
ELSEY PARTNERS
1532 COLLEGE AVE. FL. 9
DENVER, CO 80202



- LEGEND**
- ADA PARKING ET AL (VAN ACCESSIBLE)
 - ACCESSIBLE ROUTE
 - PAVED STRIPING
 - CONCRETE SIDEWALK
 - BUILDING OUTLINE
 - TRUNCATED DOME
 - DOOR
 - STREET SIGN EXIST./PROP.
 - FIRE HYDRANT
 - TRASH ENCLOSURE
 - LANDSCAPED AREA
 - TYPE 1 CURBWAY
 - 4' CONCRETE PAV.
 - 2' CURB CUT
 - BIKE RACK

NOTES

1. ALL PROPOSED SIDEWALKS ARE CONCRETE.
2. SIGNAGE PER CITY, ADA AND MUTCD STANDARDS.
3. ALL EXISTING RIGHT-OF-WAY IMPROVEMENTS AND AMENITIES TO REMAIN UNLESS OTHERWISE INDICATED. FEATURES TO BE REMOVED WITH THIS DEVELOPMENT HAVE NOT BEEN SHOWN FOR CLARITY. REFER TO SURVEY SHEET FOR EXISTING LINESWORK.
4. SEE LANDSCAPE PLAN FOR ADDITIONAL DETAIL.

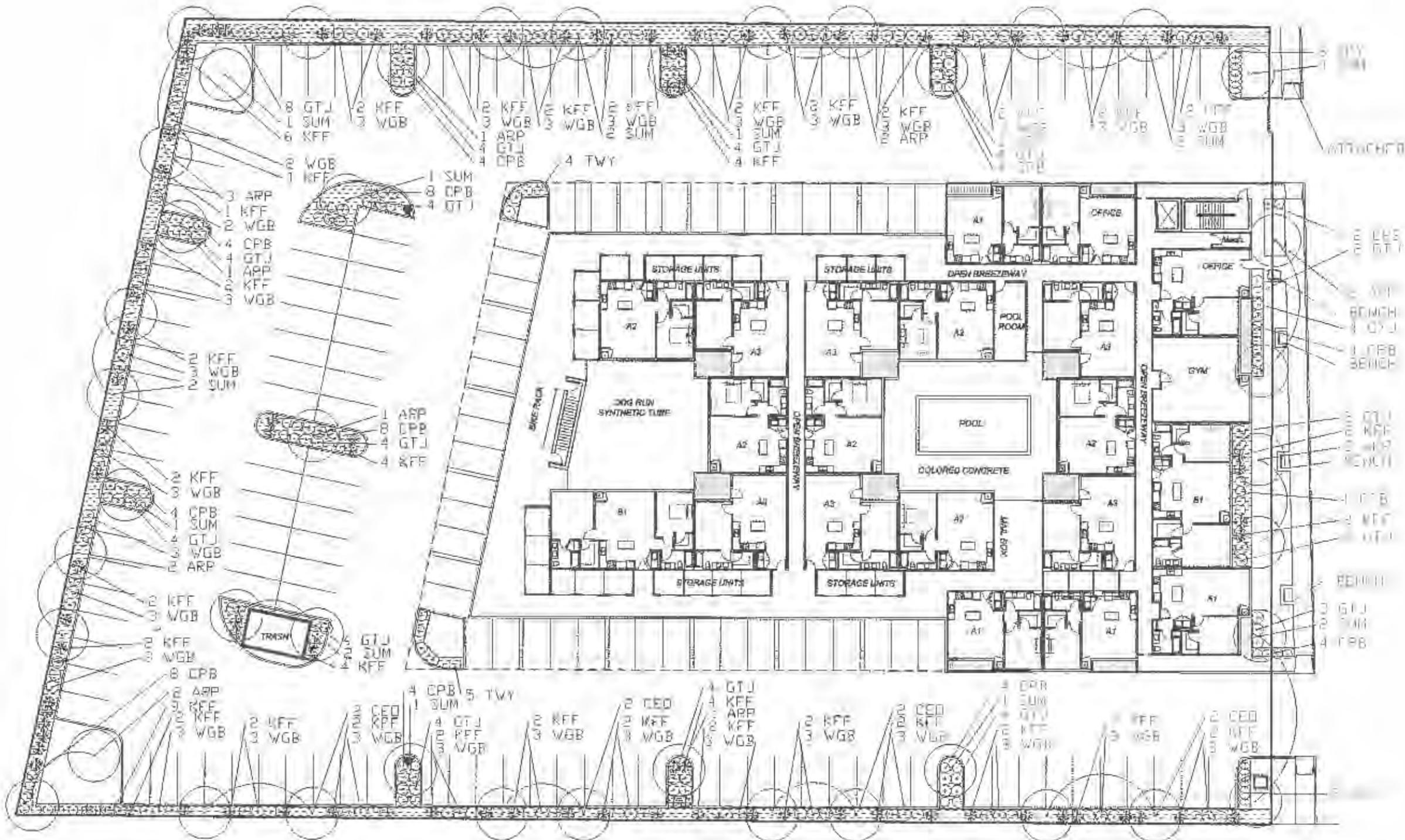
DATE	REVISIONS	BY

DESIGNED BY: KAS
DRAWN BY: KAS
JOB NUMBER: 120001

PLAN SCALE: 1" = 20'
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 20'

SITE PLAN

SHEET NUMBER:
C101 OF 15



SITE AREAS AND DESIGNATIONS			
ZONE DISTRICT	RUC	UMT	
SITE AREA	9,178	SF	
STREET FRONTAGE	248'-0"	LF	
AREA OF PARKING & DRIVEWAYS	11,408	SF	
REQUIRED LANDSCAPE CALCULATION OVERALL			
LANDSCAPE AREA (SQ. FT.)	REQUIRED:	1,369	PROVIDED:
LANDSCAPE MATERIAL	REQUIRED:	1,369	PROVIDED:
TREES (% OF FLD)	26	EA	13
SHRUBS (% OF FLD)	274	EA	254
MINIMUM QTY OF TREES BETWEEN STRUCTURE & CURB (1/2 LF)	5	EA	7
PARKING LOT LANDSCAPING	REQUIRED:	UMT	PROVIDED:
INTERNAL PARKING LOT LANDSCAPING (100%)	4340	SF	8740
PERMISSIBLE LINEAR FT TO BE SCREENED	30	LF	38

LANDSCAPE PLANT LIST

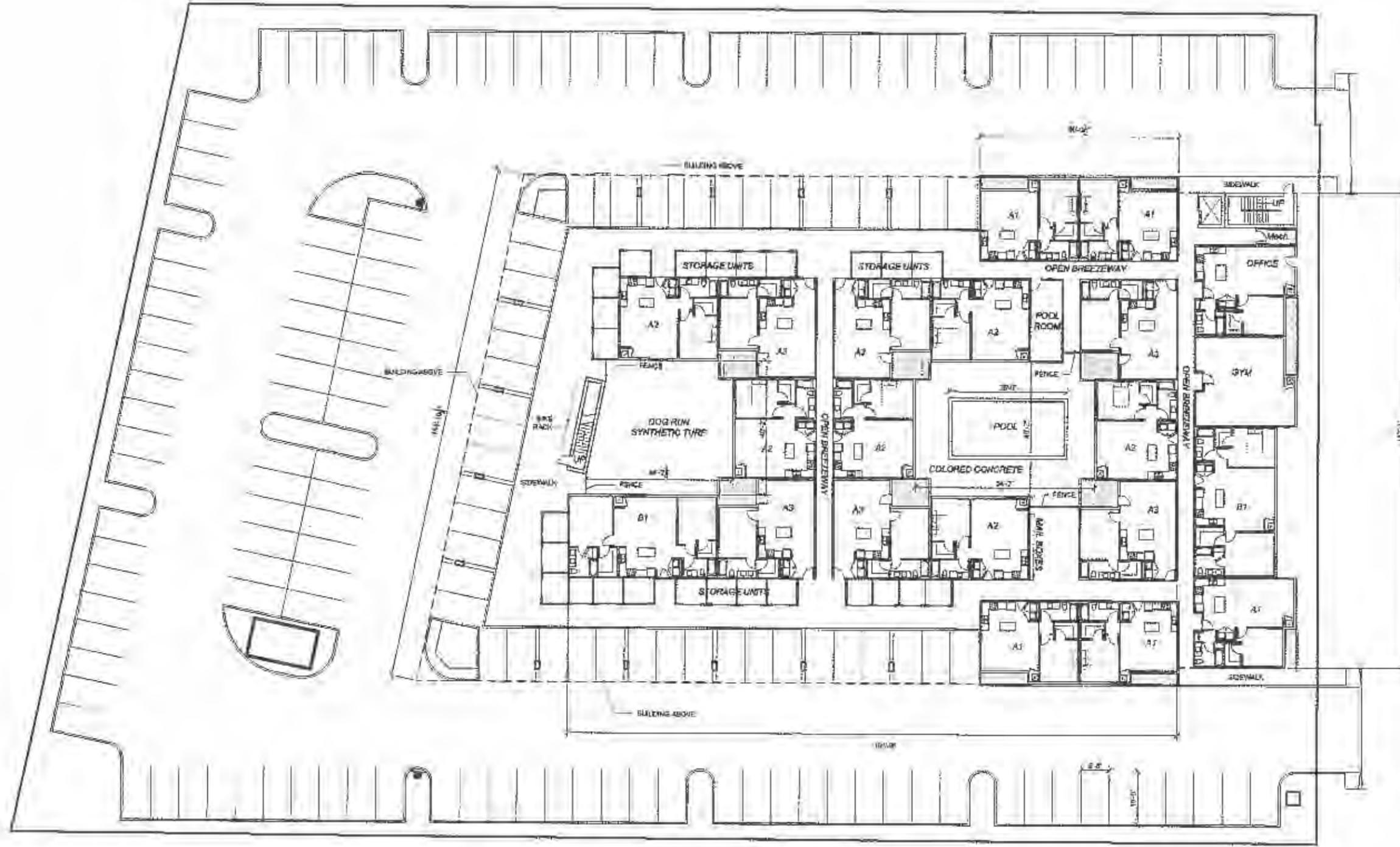
#	SYM.	COMMON NAME	BOTANICAL NAME	SIZE & COND.
DECIDUOUS CANOPY TREES				
17	SI4	AUTUMN GLAZED MAPLE	AQUILARIA GLAZED MAPLE	18" CAL.
18	AR	REDWOOD PINE	PRINUS DALMATICA V. ROSSII	12" CAL.
19	CE	COLUMBIAN REDWOOD	QUERCUS ILEX	12" CAL.
DECIDUOUS SHRUBS - 2'-5' SPREAD				
20	CP	CRIMSON PINE	QUERCUS ILEX	1.5 GAL. CONT.
EVERGREEN SHRUBS - 2'-5' SPREAD				
21	BY	BAY ROCKET	YUCCA GLAUCA	5 GAL. CONT.
22	GT	GRASS TREE	YUCCA GLAUCA	5 GAL. CONT.
23	TR	TREASURE ISLAND	YUCCA GLAUCA	5 GAL. CONT.
24	WH	WINTER GREEN	YUCCA GLAUCA	5 GAL. CONT.
GRASSES				
25	WT	WINDMILL PINE	YUCCA GLAUCA	5 GAL. CONT.

LANDSCAPE PLAN
SCALE: 1/16" = 1'-0"

PRIME DESIGN
1532 COLLEGE AVE. F19
MANHATTAN, KS 66502
785-317-5125

PLANNED UNIT DEVELOPMENT
4201 SOUTH NAVAJO
ENGLEWOOD, COLORADO

L101





GROUND FLOOR
 SCALE: 1/16" = 1'-0"

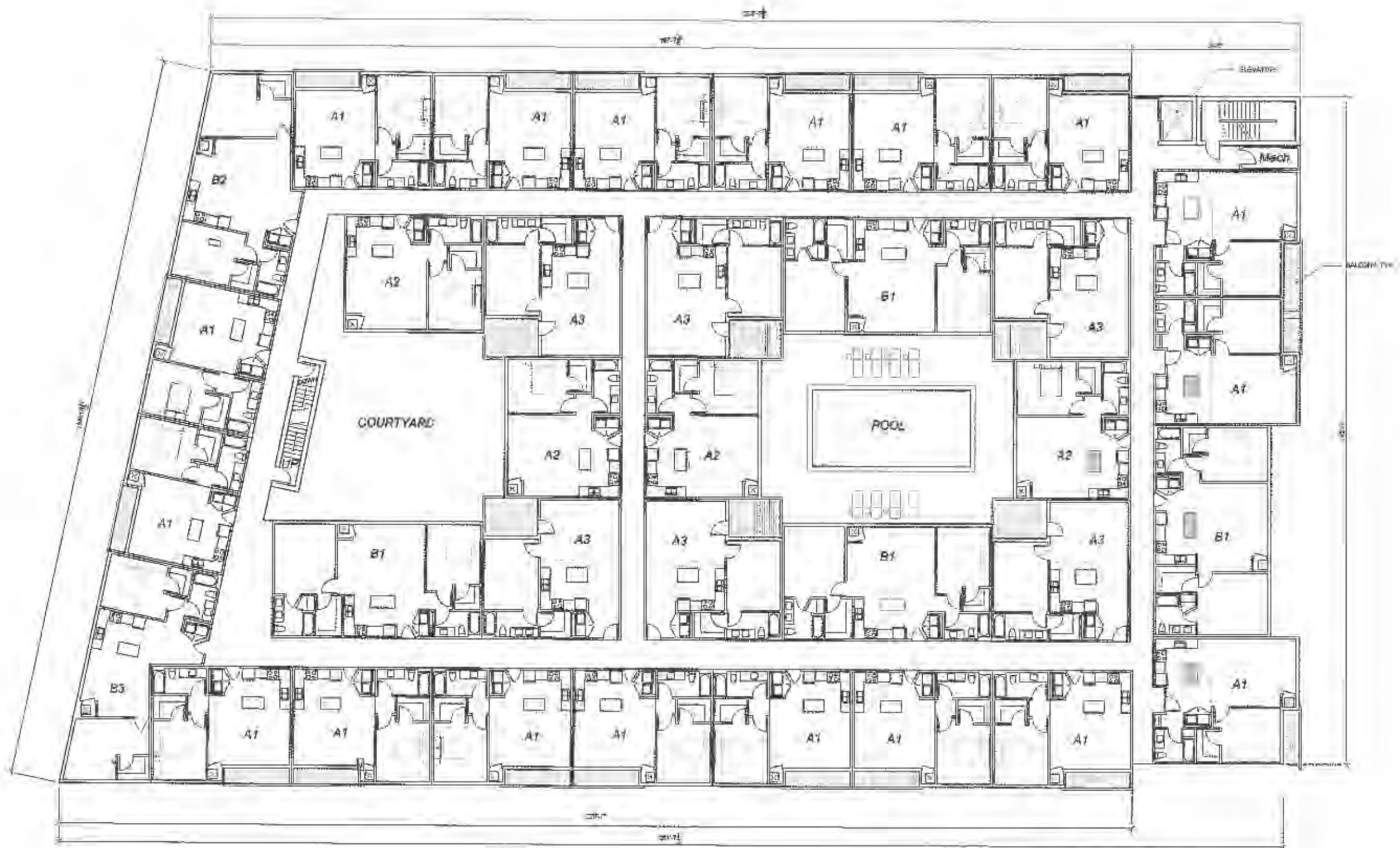
PRIME DESIGN
 1532 COLLEGE AVE. F19
 MANHATTAN, KS 66502
 P 86-317-5725


 EAST

PLANNED UNIT DEVELOPMENT
4201 SOUTH NAVAJO
 ENGLEWOOD, COLORADO

NAVAJO

A201




A SECOND FLOOR
 SCALE: 3/32" = 1'-0"

PRIME DESIGN
 1532 COLLEGE AVE. F19
 MANHATTAN, KS 66502
 785-317-5725

Date: 4/2/13
 Title:

PLANNED UNIT DEVELOPMENT
4201 SOUTH NAVAJO
 ENGLEWOOD, COLORADO

NAVAJO

A202




THIRD FLOOR
 SCALE: 1/8" = 1'-0"

PRIME DESIGN
 7532 COLLEGE AVE. F19
 MANHATTAN, KS 66502
 785.571.5725

DATE: 4.15.13
 DRAWN BY:

PLANNED UNIT DEVELOPMENT
4201 SOUTH NAVAJO
 ENGLEWOOD, COLORADO

NAVAJO

A203




FOURTH FLOOR
 SCALE: 3/32" = 1'-0"

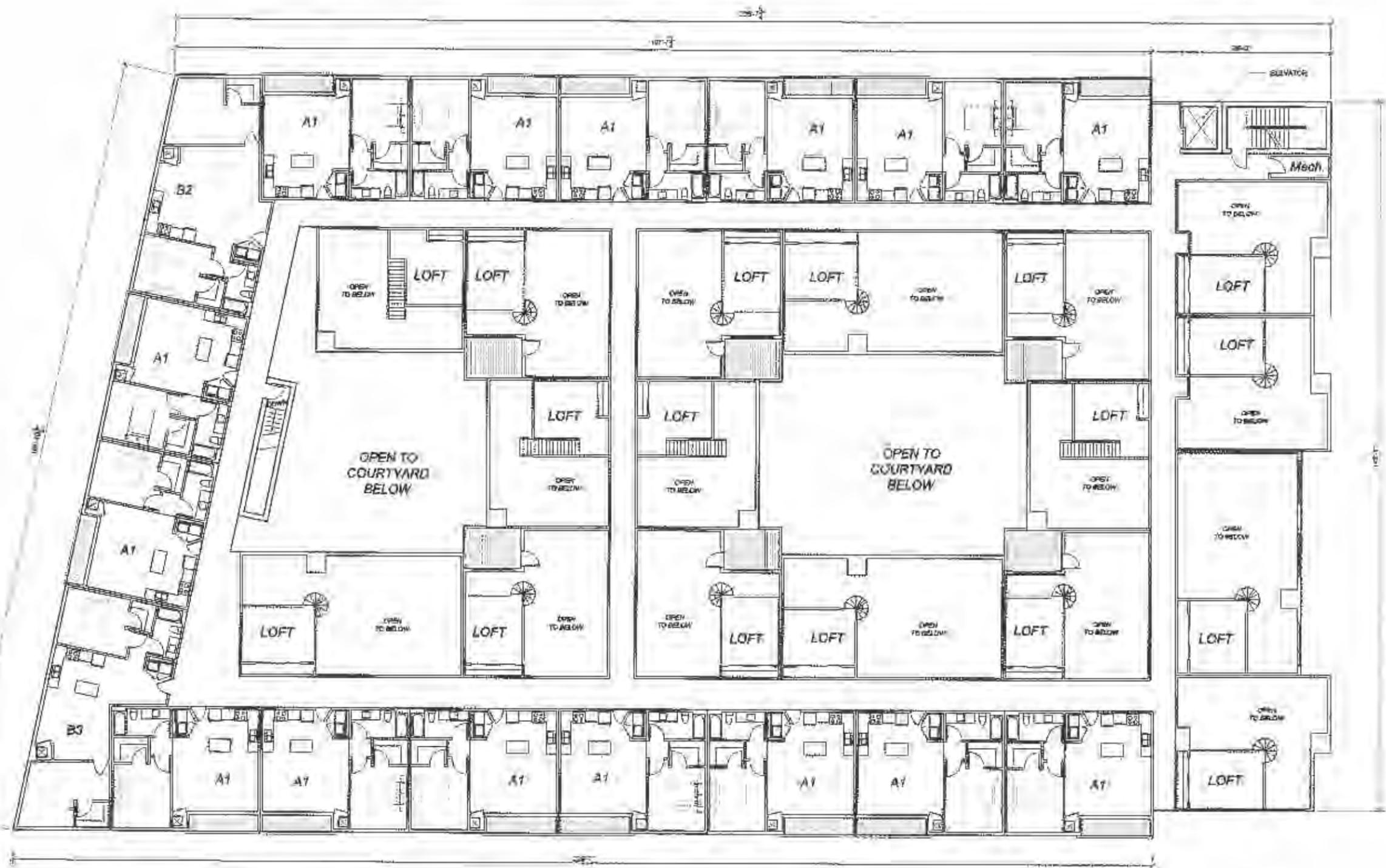
PRIME DESIGN
 1632 COLLEGE AVE. #19
 MANHATTAN, KS 66502
 T B E 3 1 7 5 7 2 5

DATE:
 NO:
 DRAWN:

PLANNED UNIT DEVELOPMENT
4201 SOUTH NAVAJO
 ENGLEWOOD, COLORADO

SHEET NO:
 IAW/D

A204




FIFTH FLOOR & MEZZANINE
 SCALE: 3/8" = 1'-0"

PRIME DESIGN
 1532 COLLEGE AVE. #19
 MANHATTAN, KS 66502
 TEL: 785-317-5735

Date: 4.28.15
 Project:

PLANNED UNIT DEVELOPMENT
4201 SOUTH NAVAJO
 ENGLEWOOD, COLORADO

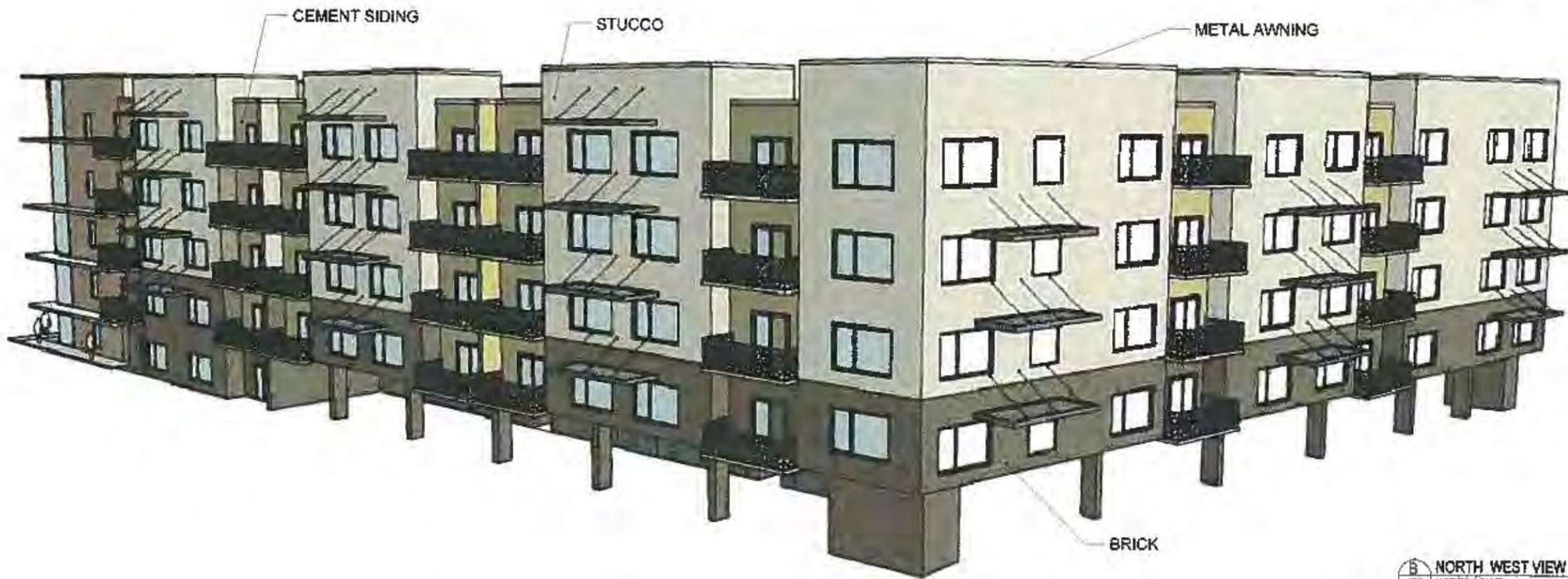
SHEET NO.

A205



A NORTH EAST VIEW
NOT TO SCALE

BUILDING +/- 60' TALL



B NORTH WEST VIEW
NOT TO SCALE

PRIME DESIGN
1532 COLLEGE AVE. F19
MANHATTAN, KS 66502
785 317 5725

Date Issued: 4.29.13
Project:

PLANNED UNIT DEVELOPMENT
4201 SOUTH NAVAJO
ENGLEWOOD, COLORADO

NAVAJO

A206



METAL AWNING

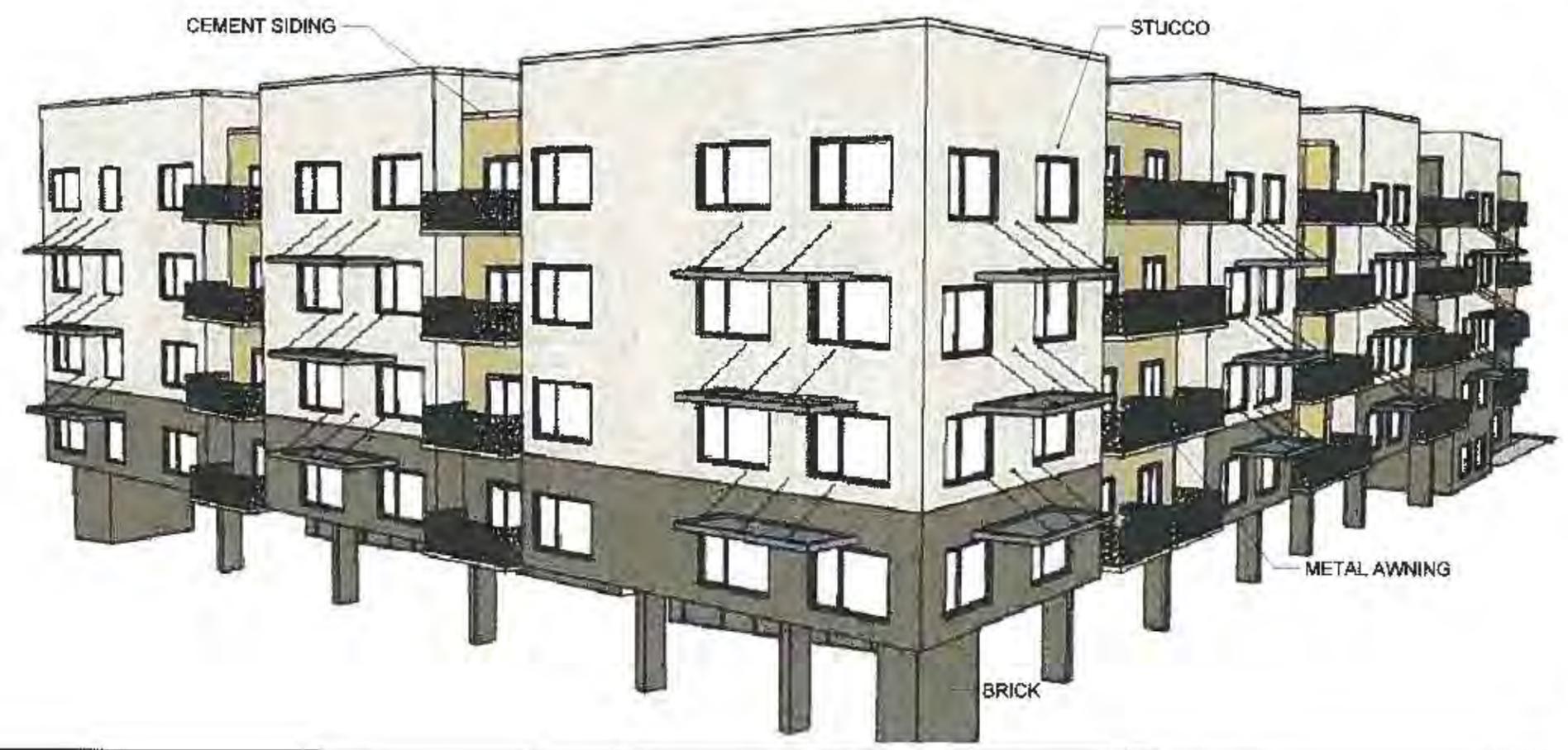
CEMENT SIDING

STUCCO

METAL CAP FLASHING

BRICK

A SOUTH EAST VIEW
HOT TO SCALE
BUILDING +/-60' TALL



CEMENT SIDING

STUCCO

METAL AWNING

BRICK

B SOUTH WEST VIEW
HOT TO SCALE

PRIME DESIGN
1532 COLLEGE AVE., F19
MANHATTAN, KS 66502
785.317.5725

Date Issued:
4.26.13
Revision:

PLANNED UNIT DEVELOPMENT
4201 SOUTH NAVAJO
ENGLEWOOD, COLORADO

NAVAJO

A207



SHADOWS CAST AT NOON ON JUNE 21ST WITH CONTEXT



SHADOWS CAST AT NOON ON SEPTEMBER 21ST WITH CONTEXT



SHADOWS CAST AT NOON ON DECEMBER 21ST WITH CONTEXT

A NORTH WEST VIEW
NOT TO SCALE

PRIME DESIGN
1632 COLLEGE AVE., F18
MANHATTAN, KS 66502
785.317.5725

Delivered:
4.26.13
Revised:

PLANNED UNIT DEVELOPMENT
4201 SOUTH NAVAJO
ENGLEWOOD, COLORADO

NAVAJO

A208

COUNCIL COMMUNICATION

Date July 1, 2013	Agenda Item 11 c i	Subject Collective Bargaining Agreement Between the City of Englewood and the Englewood Employees Association 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 Employees Association was approved by Council for 2012 and 2013 in August, 2011.

RECOMMENDED ACTION

Staff requests Council approval of the changes to the 2012-2013 Collective Bargaining Agreement between the Englewood Employees Association and the City of Englewood. The contract covers approximately 190 employees.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood and the Englewood Employees Association entered into negotiations in May, 2013 per the provisions of the City of Englewood Home Rule Charter. The members of the Englewood Employees Association duly ratified by a majority vote the changes to the 2012-2013 Collective Bargaining Agreement. The significant changes to the contract are as follows:

1. The contract is two years in duration.
2. Wages will be increased based on employee performance as measured by performance evaluation scores. The increase range will be from 2% to 4% and will occur on employees' evaluation dates. Employees must achieve a minimum of a "Meets Expectations" rating in order to be eligible for an increase.

FINANCIAL IMPACT:

The cost of the changes to the General Fund in 2014 will be approximately \$73,859 plus salary associated benefits. The cost of the changes to the General Fund in 2015 will be approximately \$76,000 plus salary associated benefits.

LIST OF ATTACHMENTS:

EEA Collective Bargaining Agreement for 2014-2015.

Note: Changes to the Managerial, Supervisory and Confidential Employees (MSC), Directors and Part Time Employees pay plan will mirror those of the EEA.

RESOLUTION NO. _____
SERIES OF 2013

A RESOLUTION AUTHORIZING THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE ENGLEWOOD EMPLOYEES ASSOCIATION AND THE CITY OF
ENGLEWOOD FOR THE PERIOD OF JANUARY 1, 2014 THROUGH DECEMBER 31, 2015.

WHEREAS, the City Council of the City of Englewood authorized a "Collective Bargaining Agreement" with the Englewood Employees Association for January 1, 2012 through December 31, 2013 with Resolution No. 73, Series of 2011; and

WHEREAS, the City of Englewood and the Englewood Employees Association entered into negotiations in May, 2013 in accordance with the Englewood City Home Rule Charter and the contract provisions; and

WHEREAS, the members of the Englewood Employees Association, duly ratified by a majority vote, the 2014-2015 collective Bargaining Agreement; and

WHEREAS, the Contract is two years in duration; and

WHEREAS, the significant changes from the current Contract, are as follows:

- Wages will be increased based on employee performance as measured by performance evaluations scores. The increase range will be from 2% to 4% and will occur on employees' evaluation dates. Employees must achieve a minimum of a "Meets Expectations" rating in order to be eligible for an increase.

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 Employees Association and the City of Englewood for the period of January 1, 2014 through December 31, 2015, a copy of which is attached hereto as Exhibit A.

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest this Collective Bargaining Agreement between the Englewood Employees Association and the City of Englewood, Colorado, for the period of January 1, 2014 through December 31, 2015.

ADOPTED AND APPROVED this 1st day of July, 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 AGREEMENT

BETWEEN THE

CITY OF ENGLEWOOD

AND THE

ENGLEWOOD EMPLOYEES ASSOCIATION

JANUARY 1, 2014 - DECEMBER 31, 2015

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CONTRACT

BETWEEN THE CITY OF ENGLEWOOD

AND THE

ENGLEWOOD EMPLOYEES ASSOCIATION

ARTICLE 1. INTRODUCTION

This contract entered into by the City of Englewood, Colorado, and the Englewood Employees Association has as its purpose the promotion of harmonious relations between the City of Englewood and its Employees, a fair and peaceful procedure for the resolution of differences; the establishment of rates of pay and hours of work, and other conditions of employment as set out in the City Charter.

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 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. To determine the overall mission of the City as a unit of government.
- B. To maintain and improve the efficiency and effectiveness of City operations.
- C. To determine the services to be rendered, the operations to be performed, the technology to be utilized, or the matters to be budgeted.
- D. To determine the overall methods, processes, means, job classifications or personnel by which City operations are to be conducted.
- E. To direct, supervise, hire, promote, transfer, assign, schedule, retain or lay-off employees.
- F. To suspend, discipline, discharge, or demote for just cause, all full-time permanent classified employees.
- G. To relieve employees from duties because of lack of work or funds, or under conditions where the City determines continued work would be inefficient or nonproductive.
- H. To take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified herein or limited by a collective bargaining contract.
- I. To take any and all actions to carry out the mission of the City in cases of emergency.

J. Nothing contained herein shall preclude the City from conferring with its employees for purposes of developing policies to effectuate or implement any of the above enumerated rights.

The City retains the right to change any past practice which is not in violation of this contract. In the event a past practice is sought to be changed by the City Manager or department directors, the Englewood Employees Association will be provided reasonable written notice of the intended change. The Englewood Employees Association retains the right to grieve any change in practice which is in violation of this contract.

ARTICLE 2. DURATION OF CONTRACT

A. This contract will 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 any Court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such Court, the remainder of this contract shall not be affected thereby and this contract shall remain in full force and effect, and the parties shall promptly meet and negotiate 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 contract negotiations and that the understandings and agreements arrived at by the parties after this exercise of that right and opportunity are set forth in the contract.

ARTICLE 3. RECOGNITION

The City recognizes the Englewood Employees Association as the sole organization certified pursuant to the provisions of the Charter of the City of Englewood as the exclusive representative for the public employees within the following bargaining unit:

Included: All full-time, classified employees of the City.

Excluded: All supervisory, managerial, confidential, part-time, temporary, and contractual employees, and all employees hired through the use of Federal, State or other outside funding sources for special projects or programs, and all others who may be determined prior to or during the life of this contract as provided under the City Charter.

ARTICLE 4. EMPLOYEE RIGHTS

A full-time classified employee who is not excluded per Article 3. (Recognition) of this contract shall have the right:

A. To form, join, support or participate in, or to refrain from forming, joining, supporting, or participating in the employee organization or its lawful activities; and

B. Bargain collectively through their certified employee representative.

C. No employee shall be interfered with, restrained, coerced or discriminated against because of the exercise of these rights nor shall the right of an individual employee to discuss employment concerns with the City be infringed upon.

ARTICLE 5. HOURS OF WORK

All departments, functions or activities shall observe office and working hours necessary for the efficient transaction of their respective services.

A. All employees covered by this contract shall work at least forty (40) hours per week. The work week shall consist of five (5) eight-hour shifts, or other work schedules as determined by the department director per the "Modified Workweek Schedules" policy. All employees shall be scheduled to work a regular work schedule and each shift shall have a regular starting and quitting time. Should the work schedule be changed, affected employees will be notified 24 hours in advance except in the case of an emergency as determined by the department director.

B. Employees shall be entitled to two (2) paid rest periods not to exceed fifteen (15) minutes or one (1) thirty (30) minute rest period for each shift worked. Rest periods shall be under the control of the supervisor or department director.

C. When possible, employees who work beyond their regular quitting time into an overtime situation will be eligible for a fifteen (15) minute rest period before they begin the overtime work. When possible, additional rest periods will be granted under the control of the supervisor or department director similar to rest periods granted under subparagraph B. above.

D. When necessary, employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of each shift. The clean-up period shall be under the control of the supervisor or department director.

E. All employees will be granted an unpaid lunch period during each shift. As a normal occurrence, this lunch break will commence between the beginning of the third hour and the beginning of the sixth hour of the shift. An employee and supervisor may agree to waive this time limit due to work related or personal issues.

See City of Englewood Administrative Policy #2, "Hours of Work/Overtime", and Policy #3, "Meal Breaks", for further clarification.

ARTICLE 6. OVERTIME WORK

A. For all employees covered by this contract, except as specified below, duties performed over and above the assigned work schedule shall be considered overtime.

B. FLSA non-exempt (hourly) employees shall be compensated for overtime work at the rate of one and one-half (1-1/2) times the normal pay rate or compensatory time off, computed at the rate of one and one-half (1-1/2) times. Because compensatory time is accrued at one and one-half (1-1/2) times, it shall not be considered as "hours worked" for purposes of overtime calculation.

The City retains the right to assign overtime work to any employee qualified to perform the work.

ARTICLE 7. ACTING PAY

All persons appointed to an acting position, at the sole discretion of the Director, will be compensated at the minimum rate of the acting position pay range or 5% above the employee's current rate of pay, whichever is greater. The employee must be in an acting capacity for thirty (30) consecutive calendar days before said employee becomes eligible for acting pay. Such pay will be retroactive to the first day the employee assumes the responsibility of the position.

See City of Englewood Administrative Policy Manual, Policy #1, "Acting Pay" for discussion of acting pay for positions not covered by this contract.

ARTICLE 8. COMPENSATION

The City's pay philosophy is to position the maximums of EEA pay grades at the median of the maximums of the market.

A. RECLASSIFICATION OF POSITIONS

If a job is reclassified to a grade higher than it occupied prior to the Salary Survey (as defined in the Compensation and Classification Plan document) the incumbent's pay will remain the same until his/her next Performance Evaluation. If however, the employee's pay at the time of reclassification is below the minimum of the new grade range, it will be brought to the minimum of the new grade range prior and in addition to any increase based upon the Performance Evaluation score as described below.

B. WAGE INCREASES

Employees whose wages are below the maximum point of their grade range are eligible for a base pay building developmental increase, from 2% to a maximum of 4%, on their annual evaluation date. An employee's increase percent is based on the score received on his/her Performance Evaluation, not to exceed the maximum of the grade range.

Rating Scale

1% -2.99% evaluation score	= 0% increase
3%-3.99% evaluation score	= 2% - 2.99% increase
4%-4:99% evaluation score	= 3% - 3.99% increase
5% evaluation score	= 4% increase

Employees who have progressed through the developmental zone and reached the maximum of their grade range will no longer be eligible for base pay building increases. They will, however, be eligible for a one-time, lump-sum, Merit Pay award. The Merit Pay award is based on the score received on the employee's Performance Evaluation.

Employees in the developmental zone whose evaluation scores would raise their pay above the maximum of the range, will be given base pay increases to the maximum of the grade range only. Any additional award will be non base building and awarded in the form of Merit Pay.

Note: Regardless of the Total Score on the Performance Evaluation, no pay increase or Merit Pay award will be granted if an employee is on a Performance Improvement Plan in any area. Once the conditions of the PIP have been met, the employee will receive the appropriate increase, retroactive to the PIP completion date.

C. A change in the evaluation date will result when:

- (1) The employee is on leave without pay. (See Article 27.) Leave of Absence (Without Pay)
- (2) The employee terminates his/her employment and later is reemployed. The new evaluation date shall be determined by his/her new employment date.
- (3) The employee is promoted, demoted or transferred.

Fundamental changes to the above will be made only with prior consultation and review with association representatives.

ARTICLE 9. LONGEVITY COMPENSATION

Effective January 1, 1984, and thereafter, all new hires shall not be eligible for longevity compensation.

ARTICLE 10. ANNUAL LEAVE

Employees covered by this contract shall earn annual leave each pay period as follows:

	<u>Length of Service</u>	<u>Hours per Pay Period</u>	<u>Hours per Year</u>	<u>Earning Limits</u>
1.	0-4 Years (thru 48 mos.)	3.08	80	208 Hrs.
2.	5-9 Years (49 thru 108 mos.)	4.62	120	288 Hrs.
3.	10+ Years (109+ mos.)	6.15	160	368 Hrs.

Accumulation of annual leave shall neither be authorized nor computed for any purpose after the maximum earning limit has been reached. Part time service is not included in the "length of service" calculation for annual leave eligibility.

Use

The schedule for use of annual leave shall be determined by the needs of the department. Annual leave shall be taken at the time convenient to and approved by the department director or supervisor. However, the City will make reasonable efforts to accommodate the request of an employee to use annual leave where a genuine emergency situation exists.

Annual Leave Pay

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

Work During Annual Leave

If, after the employee has begun his/her annual leave and the City requires the employee to work during the scheduled annual leave period, the employee will not be charged with vacation time for the number of hours worked.

Annual Leave Pay Upon Separation

When an employee terminates employment with the City, they will be compensated for unused annual leave earned as of the date of separation. Annual leave is not to be used to extend an employee's date of separation.

ARTICLE 11. PERSONAL LEAVE

All employees covered by this contract shall be granted 48 hours of personal leave time 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 48 hours of personal leave by the end of October of each calendar year, the unused hours will be converted to annual leave. Personal leave shall be scheduled and administered under the direction of the department director or supervisor. In the event of illness/injury in which personal leave is requested, shift work employees shall notify their supervisor at least one (1) hour prior to their scheduled reporting time. Personal leave shall be prorated for employees beginning and terminating employment with the City.

ARTICLE 12. SHORT TERM DISABILITY (STD)

(Formerly Temporary Disability – Non Job-Related)

Short term disability (STD) granted for non-service connected injury or illness of an employee with at least ninety (90) days of service with the City, whose disability prevents the employee from performing his/her duties. STD is paid at 100% of the employee's regular hourly rate.

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

91 days- 4 years (thru 48 mos.)	347 working hours
5-9 years (49 thru 108 mos.)	520 working hours
10+ years (109+ mos.)	693 working hours

STD leave shall not be accumulative. January 1 of each year the City shall restore 100% of the number of hours used by an employee during the preceding year as follows:

91 days-4 years	up to a maximum of 173 working hours
5-9 years	up to a maximum of 260 working hours
10+years	up to a maximum of 347 working hours

Utilization

A. Authorization for STD leave with pay shall only be granted after the first normal daily shift of disability. The elimination shift to access STD shall be taken and paid in the following order: personal leave, annual leave, compensatory time. If all accrued leaves have been exhausted, the elimination shift shall be taken as leave without pay.

B. Authorization for STD shall only be granted for personal illness or injury, not service connected, including maternity related disability.

See City of Englewood Administrative Policy #31, "Family and Medical Leave Act. (FMLA)".

Sick Leave Option

All sick leave accrued by permanent employees prior to January 1, 1980 shall vest with the employee, and may be used in the following manner:

A. After exhausting STD hours.

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

C. By cashing in accrued sick leave, 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 400 hours each year.

Reporting of STD

The employee or a member of the employee's household shall notify the employee's supervisor at least one hour prior to the employee's scheduled reporting time. No STD leave will be granted to an employee who fails to notify their supervisor prior to the beginning of the employee's work shift.

Verification of Disability

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

Abuse of STD

Abuse of STD occurs when an employee misrepresents the actual reason for requesting STD or when an employee uses STD leave for unauthorized purposes. An employee who makes a false claim for STD leave shall be subject to disciplinary action up to and including termination.

ARTICLE 13. WORKERS' COMPENSATION

A. For any on-the-job injury which causes an employee to be absent from work as a result of such injury, the City shall pay to such employee his/her full wages from the first day of his/her absence from work up to and including the 90th calendar day of such absence, less whatever sums received by the employee as disability benefits under workers' compensation. The City requires any employee on workers' compensation to submit to an examination(s) by City-appointed physician(s) at the City's expense or under the provision of workers' compensation. If the injury or illness results in an absence of over 90 days, the employee may request to supplement the 66 & 2/3% wage benefit granted by the provisions of workers' compensation with personal leave, annual leave or sick leave (if applicable). Short term disability is available only for *non work related* illnesses or injuries, so cannot be used as a supplement to the workers' compensation benefit.

B. All workers' compensation injuries shall be reported to the employee's supervisor within 24 hours of the injury or before the employee leaves his/her department of employment.

ARTICLE 14. MILITARY LEAVE

The authority for this policy is derived from the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and Section 28-3-601 C.R.S. through Section 28-3-607 C.R.S.

The City is obligated to grant military leave without loss of pay for absences not exceeding fifteen (15) days in any calendar year. Fifteen (15) days equates to fifteen 8-hour days, or 120 hrs. The City cannot require an employee to use annual leave for such purposes. The employee may, however, request use of vacation, compensatory time, or leave without pay to supplement absences exceeding those covered by the fifteen (15) day military leave allowance.

Military leave of absence will result in no loss of any condition of employment that would have normally occurred if the employee had not been absent for such purposes.

Employees are responsible for providing their department directors copies of all military orders that will result in a leave of absence for active military duty. Employees are also required to notify their supervisors at the earliest possible date upon learning of scheduled military duty.

Employees who fail to return to work according to the provisions of USERRA and Section 28-3-601 C.R.S. through Section 28-3-607 C.R.S. are subject to disciplinary action up to and including termination.

Employees must remit to the City any pay received by the military for the period of time the employee is on paid military leave. This remittance shall occur immediately upon receipt of the military pay (in instances that the military pay is greater than the employee's City pay, the employee may elect to forego City paid military leave).

The City will make a reasonable effort to adjust work schedules and assignments to accommodate employees fulfilling military obligations.

ARTICLE 15. FUNERAL LEAVE

Full-time employees are eligible for up to forty (40) hours of funeral leave. Annual or personal leave may be requested if additional time off is necessary. Funeral leave applies to members of the employee's family. For purposes of this policy, "Employee's Family" will mean the employee's spouse, or the children, grandchildren, parents, grandparents, brothers, and sisters of the employee or of the employee's spouse.

ARTICLE 16. JURY DUTY AND WITNESS SERVICE

Leave will be granted to an employee called for jury duty or to appear as a witness in his/her official capacity in obedience to a subpoena or direction by legal authority. The employee will receive their regular salary for jury duty served. Any jury pay will be reimbursed to the City. The employee may retain any reimbursements for mileage and parking. Employees on jury duty or called as a witness in their official, City capacity will be expected to work as much of their regularly scheduled workday as their jury duty schedule or appearance in court permits.

When an employee is subpoenaed as a witness in private litigation to testify, not in his/her official capacity but as an individual, accumulated leaves will be used to cover the time absent. All accumulated leaves must be exhausted before the time absent can be taken as leave without pay.

Employees will not be paid overtime or earn compensatory time for time served as a juror or a witness. Overtime is computed on hours actually worked over forty (40) hours at the assigned job.

An employee must return to work after being excused from jury duty if there are more than two (2) hours left in their regularly, scheduled workday.

ARTICLE 17. HOLIDAYS

A. The following days shall be considered official holidays by the City and all employees covered by this contract shall be entitled to ninety-six (96) hours of holiday pay:

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.

B. Any employee covered by this contract who does not perform duty scheduled on the working days or have approved paid leave immediately prior to and following a holiday shall not receive pay for the holiday.

C. Employees required to work on an official City holiday will receive approved holiday pay at two and one half times the employee's regular hourly rate for holiday hours actually worked up to 8 hours. Hours worked over 8 hours will be paid at the overtime rate (time and one-half). For departments permitting other holiday compensation options, the procedures are as follows:

- a. Approved overtime pay (time and one-half) for number of hours actually worked on the holiday IN ADDITION TO up to 8 hours of holiday leave to bank and take at a later date: OR
- b. Approved straight time pay for number of hours actually worked on the holiday up to 8 hours (hours worked over 8 will be paid at the overtime rate of time and one-half) IN ADDITION TO up to 8 hours of Comp Time (accrued at time and one-half) to be taken at a later date; OR
- c. Approved holiday pay at two and one-half times the employee's regular hourly rate for holiday hours actually worked up to 8 hours. Hours worked over 8 hours will be paid at the overtime rate (time and one-half.)

D. When one of the foregoing holidays falls on a Sunday, the following Monday shall be observed as the legal holiday. When any of the foregoing holidays fall on a Saturday, each employee shall be entitled to a day off for such holiday, which day off shall be scheduled as the City Manager determines, but no specific day shall be observed as a holiday for purpose of closing City offices and functions.

See City of Englewood Administrative Policy #33, "Official Holidays", for further clarification.

ARTICLE 18. UNIFORM CLEANING ALLOWANCE

If an employee is required to wear a uniform, the employee shall wear the uniform only as authorized by the department work rules. The City will provide uniforms, cleaning and replacements. The City will provide 50% of the cost of required work shoes up to a maximum of \$90 per year except with department director approval. All employees shall maintain a presentable appearance while on duty. The employee is responsible for any damage to the uniform by negligence or deliberate act.

ARTICLE 19. TUITION REIMBURSEMENT / DEGREE ACHIEVEMENT RECOGNITION

See City of Englewood Administrative Policy #29, "Tuition Reimbursement/Degree Achievement Recognition".

ARTICLE 20. 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 salary. Upon separation from employment, the employee may convert the life insurance per the life insurance plan conversion agreement in place at the time of his/her separation from employment.

ARTICLE 21. INSURANCE

A. MEDICAL

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

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

B. DENTAL

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

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

ARTICLE 22. RETIREE HEALTH INSURANCE ASSISTANCE

Retirees will be guaranteed conversion privileges to the Health Insurance Conversion Plan available through the City. For those who retired prior to December 31, 1996, the City will pay \$50 per month. For retirees after January 1, 1997, the City will pay \$75 per month. For those who retire on or after January 1, 2010, the City will pay \$100 per month.

For purposes of this Article, "retiree" shall be defined as all employees who separate from the City at age 55 or older and have completed 15 years of continuous, permanent, full-time service (immediately preceding the date of separation). See City of Englewood Administrative Policy #66, "Retiree Health Assistance".

ARTICLE 23. PENSION/RETIREMENT PLANS

The pension plan description for employees covered by this contract is set forth in Title III, Chapter 4 of the Englewood Municipal Code. Additionally, the plan description for the Non-Emergency Employees Money Purchase Plan is available for inspection in the Department of Finance and Administrative Services.

ARTICLE 24. LAYOFF

A. Whenever there is lack of work, lack of funds, or under conditions where it is determined that continued work would be inefficient or nonproductive, requiring reductions in the number of employees, the appointing authority shall designate the department and positions in which the layoff is to be made. In identifying individual employees to be laid off, the appointing authority shall consider the relative ability of all employees within the position classification, taking into account the employee's documented performance history and then seniority with the City.

B. Employees laid off shall be put on a recall list for one year following their layoff. Employees recalled from layoff into the same job classification shall be recalled in inverse order of layoff. If they are recalled into a different position, those recalled must have the demonstrated ability and qualifications to perform the available work as determined by the City. No new employees shall be hired into positions covered by this contract until all employees on layoff status desiring to return to work have been recalled.

C. Employees identified for layoff shall have the right to displace an employee in any position classification which the employee formerly held in the department, taking into account both the employees' documented performance history, demonstrated ability and then seniority with the City. The employee ultimately displaced shall then be the person laid off unless that employee in turn has effective displacing rights under the provisions of this article.

ARTICLE 25. LEAVE OF ABSENCE (WITHOUT PAY)

After twelve months of continuous service and upon approval of the department director, in concurrence with the Human Resources Director, employees may be granted an unpaid leave of absence of up to one year for compelling personal reasons not related to Family and Medical Leave reasons.

All accrued paid leave must be exhausted before the beginning of the unpaid leave of absence. Employees on such leave do not accrue personal leave, annual leave or longevity pay. Employees on unpaid leave of absence are not eligible for holiday, jury, military, funeral or administrative leave. When an employee is on an unpaid leave of absence, he/she will remain in the City health and dental insurance plans, provided the full premium is paid by the employee.

The employee may retain the benefit accrual rate they were eligible for at the beginning of the unpaid leave, provided the employee returns to work with the City on the agreed upon date. Upon return, the employee's hire date will be adjusted if the leave has exceeded thirty (30) calendar days.

An employee who engages in other employment, including self-employment, while on official leave of absence, will be terminated effective as of the last day worked, unless prior written approval has been obtained from the Human Resources Department.

Employees on an approved leave of absence, who fail to report for work by the first day after the expiration date of the leave of absence or a properly approved extension, will be terminated from their employment with the City as of the last day actually worked.

ARTICLE 26. GRIEVANCE PROCEDURE

A grievance is defined as a claim or dispute by an employee covered by the terms of this contract concerning an alleged violation of a specific provision of this contract. The employee shall be required to follow the procedure as set out below:

A general grievance is defined as a grievance that concerns a group of employees or the bargaining unit in general. A general grievance can only be filed by the Association within the time frame specified in Step 1, and the initial review will occur by the department director at Step 2 below.

A. "Work Day" means calendar days exclusive of Saturdays, Sundays, and City recognized holidays.

Step 1.

If the employee is unable to settle the grievance or dispute orally and informally through his/her immediate supervisor within five (5) working 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) work days, file a written grievance with his/her supervisor. The supervisor shall attempt to adjust the matter and shall respond in writing to the employee within five (5) work days.

Step 2.

If the answer is not satisfactory, the matter shall be presented in writing by the employee to the department director within five (5) work days following receipt of the supervisor's response. The department director shall respond in writing to the employee within five (5) work days.

Step 3.

If the grievance still remains unadjusted, it shall be presented by the employee to the City Manager in writing within five (5) work days following receipt of the response of the department director. The City Manager or his/her designated hearing officer shall have a meeting with the grievant to review the grievance and all relevant information. Within ten (10) work days of that meeting, the City Manager or his/her designated hearing officer will issue a written decision.

Step 4.

1. If the grievance is still unresolved, the Association within fourteen (14) calendar days after the reply of the City Manager or his/her designated hearing officer, may by written notice request the matter be submitted to arbitration. The parties will attempt to choose a mutually agreeable arbitrator. If within five (5) 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 (7) 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. Authority of Arbitrator

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

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

Processing Grievance During Working Hours

Grievances may be investigated and processed by the employee or designated employee representative during working hours, within reasonable time limits, without loss of pay, provided notice is given and the workload permits.

ARTICLE 27. WRITTEN CORRECTIVE ACTION

Whenever more serious grounds for corrective action exist (i.e., more serious than those deemed by the supervisor to warrant oral corrective action) the supervisor should issue a written corrective action. The written corrective action will be addressed to the employee and will include the following information:

- The violation
- The specific behavior
- The dates of the behavior
- The warning that continuance of the specific behavior will result in disciplinary action, and
- An offer of assistance in correcting the behavior.

Both the employee and supervisor must sign the document (if necessary, the supervisor will note that the employee refuses to sign the document). A copy of the written corrective action will be forwarded to Human Resources to be included in the employee's official personnel file. The employee will have the opportunity to submit written comments in response to the written corrective action to be included in their file.

This Article shall not be grievable under this contract, nor shall it apply to probationary employees.

ARTICLE 28. DUES DEDUCTION

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

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

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

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

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

ARTICLE 29. ASSOCIATION ACTIVITIES

The City agrees that during working hours on the City premises and without loss of pay, Englewood Employees Association members may be allowed to:

- attend two (2) EEA meetings annually. The City, however, retains the right to maintain appropriate staffing levels as determined by the department director and will not be required to pay overtime or compensatory time necessitated by attendance at the meeting. Members may be called back from such meetings to address emergencies. Other membership meetings may be called to address issues of general interest. If these additional meetings are held during employees' work shifts, the City retains the right to either approve or disapprove attendance on City time (i.e., during times other than employees' lunch and break periods). Notice of such meetings, specifying whether it is biannual or general interest will be provided to directors, managers and supervisors two weeks in advance, unless it is mutually agreed to waive this provision;
- post EEA notices on City designated bulletin boards;
- solicit EEA memberships during employee's non-work time.

Additionally, the Association may call monthly meetings of its board, to be held during the board members' lunch periods. One (1) week's notice will be given to supervisors if the meetings are expected to exceed the lunch periods.

Board members may also be allowed to represent employees on grievances. They will be allowed to represent employees at labor management committee meetings and negotiations. During negotiations, EEA negotiation team members may meet during work hours to discuss issues with appropriate notice given to directors, managers and supervisors. The Association team shall not exceed eight (8) members.

ARTICLE 30. STANDBY PAY

Standby pay is defined as compensation for employees covered by this contract who must be immediately available to respond while off duty. All employees covered by this contract and assigned standby duty shall be compensated at a rate equal to eight (8) hours at his/her regular rate of pay for one week of standby duty. Standby pay shall be prorated for standby duty of less than one week (Example: an employee assigned standby duty for one day will be compensated at a rate equal to 8 hours / 7 = 1.14 hours).

Standby pay shall not be substituted with compensatory time.

ARTICLE 31. CALL BACK

Any time an employee on off-duty status (including stand-by duty) is called back to work he/she shall be credited with a minimum of two (2) hours pay at the rate of one and one-half (1 1/2) times his/her regular hourly rate.

With the approval of the department director and subject to departmental guidelines, the employee may choose to substitute compensatory time for call back pay.

ARTICLE 32. LABOR MANAGEMENT COMMITTEE

A labor management committee consisting of four (4) members appointed by the Association and four (4) members appointed by the City shall meet on a quarterly basis. The committee will only deal with group issues that are not dealt with through other existing committees or grievance procedures. The Association will send its agenda items to the Human Resources Director at least one (1) week prior to the date of the quarterly meeting.

City policy changes will be presented at the quarterly labor management committee meetings. Emergency policy changes will be immediately forwarded to the Association for distribution.

ARTICLE 33. EXCLUSIVENESS OF CONTRACT

The City and the Association agree that the terms and provisions herein contained constitute the entire contract between the parties. The City and the Association agree that all negotiable items have been discussed during the negotiations leading to this contract and, therefore, agree that negotiations will not be reopened on any item during the life of this contract, except by mutual agreement of the parties.

IN WITNESS THEREOF, the parties have caused this contract to be signed by their respective representatives, and their signatures placed thereon, on this _____ day of July, 2013 at Englewood, Colorado.

ENGLEWOOD EMPLOYEES
ASSOCIATION

CITY OF ENGLEWOOD

Robert Stephenson, President

Mayor, Randy Penn

Johnny Lujan, Vice President

ATTEST:

City Clerk, Loucrishia A. Ellis

City Manager, Gary Sears

COUNCIL COMMUNICATION

DATE: July 1, 2013	AGENDA ITEM: 11 c ii	SUBJECT: Broadbell LLC Redevelopment Assistance Agreement
INITIATED BY: Community Development		STAFF SOURCE: Alan White, Community Development Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION:

City Council discussed the proposed Redevelopment Assistance Agreement at the June 3, 2013 and June 17, 2013 Executive Sessions with consensus to bring the Agreement forward for consideration at an upcoming City Council meeting.

Englewood's Comprehensive Plan states a goal of community revitalization and increased housing opportunities. The Retail Analysis and Site Development Assessment specifically identifies the former Larry Miller Nissan property as a retail development opportunity.

RECOMMENDED ACTION:

Staff recommends that Council adopt the attached Resolution authorizing the City of Englewood to enter into an agreement with the developers for the former Larry Miller Nissan property, Cadence Capital Investments, d.b.a. Broadbell LLC. The proposed use of funds will support infrastructure related to a signalized intersection that will be necessary to facilitate traffic generated by the development.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED:

Cadence Development, LLC is under contract to purchase the vacant Larry Miller Nissan (LMN) property at 5001 South Broadway. An incentive agreement will support the transformation from an auto-oriented site to a grocery-anchored retail site. Pending Council's action on the incentive agreement, Cadence is expected to close on purchase of the property on July 8, 2013.

Project Overview

The proposed development is on a parcel of approximately 3.7 acres and involves the construction of a 27,000 square foot Sprouts Farmers Market and an 8,075 square foot Advance Auto Parts retail store. All or a portion of an existing building will be demolished to accommodate a signalized access on Broadway, resulting in safer traffic circulation. The remainder of the site will accommodate approximately 8,600 square feet of this space, which is being marketed to both restaurant and retail users. This project carries an estimated development cost of approximately \$11,000,000.

Sprouts Farmers Market has committed to the project and is a significant driver in the design of the proposed site plan. Sprouts Farmers Market gross annual revenues are projected at approximately \$20 million in the first full year of operation, of which approximately 20 percent or \$4 million is taxable. Cadence further projects gross annual sales from the remaining 16,000 square feet of retail on the site, in the same time frame, at \$3.85 million. Cadence projects total sales tax revenues at \$275,000 from the development in the first full year of operation. Total annual sales tax revenue is estimated to increase to \$326,000 annually by the end of year three.

FINANCIAL IMPACT:

The Financial Assistance Agreement involves a \$250,000 incentive to reimburse Cadence for costs related to the traffic signal/intersection alignment on Broadway. The agreement, based on the information provided in the pro-forma presented by Cadence, provides for the rebate of building use tax and use taxes on furniture, fixtures and equipment and for sales tax. The terms of the agreement are as follows:

- 1) Rebate 50% of actual Building Use Tax and furniture, fixtures and equipment use tax collected, not to exceed \$68,000.
- 2) Rebate 50% of actual sales tax collected, not to exceed \$182,000 or 3 years whichever comes first.
- 3) Use of funds is limited to the traffic signal, median modifications, and intersection alignment.
- 4) Rebate shall not exceed the actual cost of improvements.

Based on the developer's pro-forma, rebates totaling \$250,000 would occur sometime in the second full year of operation for Sprouts. Thereafter, all sales tax revenue would accrue to the City. Annual sales tax revenue is projected to reach \$359,000 by the end of year five.

LIST OF ATTACHMENTS:

Resolution

RESOLUTION NO. _____
SERIES OF 2013

A RESOLUTION APPROVING A REDEVELOPMENT ASSISTANCE AGREEMENT WITH BROADBELL LLC, FOR THE REDEVELOPMENT OF 5001 SOUTH BROADWAY IN ENGLEWOOD, COLORADO.

WHEREAS, the successful attraction and retention of high quality development to the City of Englewood provides employment and housing opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Englewood to attract new sales and use tax revenue in the City and remain competitive with other local governments in creating assistance for redevelopment of existing space in the City; and

WHEREAS, Broadbell is the current developer that has a contract to purchase the vacant former Larry Miller Nissan property at 5001 South Broadway and has promised to initially develop the site as a grocery-anchored retail site; and

WHEREAS, pursuant to the provisions of Section 31-15-903, C.R.S., the City has the authority to negotiate for incentive payments or credits with taxpayers who establish new business facilities or who expand existing business facilities; and

WHEREAS, there has been proposed a Redevelopment Assistance Agreement between the City and Broadbell LLC, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, pursuant to the Constitution of the State of Colorado, and the Home Rule Charter and ordinances of the City of Englewood, the City has authority to enter into the proposed Redevelopment Assistance Agreement; and

WHEREAS, the City Council finds that the proposed Redevelopment Assistance Agreement is consistent with and in furtherance of the business assistance policies of the City, and desires to approve the Agreement and authorize its execution and implementation;

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

Section 1. The proposed Redevelopment Assistance Agreement between the City of Englewood and Broadbell LLC. is hereby approved, a copy of which is attached hereto as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City Council of the City of Englewood.

ADOPTED AND APPROVED this 1st day of July, 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

REDEVELOPMENT ASSISTANCE AGREEMENT FOR
BROADBELL LLC, IN THE CITY OF ENGLEWOOD.

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2013, between the CITY OF ENGLEWOOD, a Colorado home rule municipal corporation (the "City"), and BROADBELL LLC a Colorado Limited Liability Company ("Broadbell").

WHEREAS, the City wishes to provide certain business assistance in connection with the redevelopment of the 3.7 acre site formerly occupied by Larry Miller Nissan located at 5001 South Broadway in Englewood, Colorado (the "Project"); and

WHEREAS, Broadbell is the current developer that has a contract to purchase the Project and intends to initially develop the Project as a grocery-anchored retail site; and

WHEREAS, Broadbell plans to construct a 27,000 square foot Sprouts Farmer's Market ("Sprouts") and an 8,000 square foot Advance Auto Parts store. Broadbell also plans to develop an additional 8,000 square foot retail building.

WHEREAS, Broadbell plans for the project to generate new sales and use tax revenue, and create new jobs in the City; and

WHEREAS, City Council finds the execution of this Agreement will serve to provide benefit and advance the public interest and welfare of the City.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the City and Broadbell, agree as follows:

1. Use Tax Rebates. The City shall rebate to Broadbell, 50% of the Building Use Tax and Use Tax on Furniture, Fixtures, and Equipment actually collected, in an amount not to exceed \$68,000, from the imposition of the City's 3.5% Use Tax attributable to the construction of the Project.
2. Sales Tax Rebates. The City shall rebate to Broadbell, 50% of the Sales Tax actually collected, in an amount not to exceed \$182,000, from the imposition of the City's 3.5% General Sales Tax on retail sales occurring at the Project ("Sales Taxes"). The rebate period shall commence upon the issuance of the certificate of occupancy for Sprouts. The total Sales Tax rebate shall not exceed \$182,000 nor shall Sales Taxes be rebated for longer than three (3) years.
3. Payment of Funds. The Use Tax rebate shall be paid within sixty (60) days from funds received from the Project for Use Tax payments. The Sales Tax rebates shall be paid annually from Sales Taxes collected. No interest shall be paid on amounts subject to rebate.
4. Use of Funds. Funds rebated pursuant to this Agreement shall be used by Broadbell solely for obligations incurred by Broadbell for design and construction of Traffic signal, median modifications; intersection alignment for the Project "Improvements", all of which shall be performed at Broadbell's expense.

5. The Rebated Funds shall not exceed the actual cost of Improvements.
6. Entire Agreement. This instrument shall constitute the entire agreement between the City and Broadbell and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

Gregory B. Ham, Chief Operating Officer
Broadbell LLC
C/O Cadence Development LLC
8480 East Orchard Road, Suite 4350
Greenwood Village, CO 80111

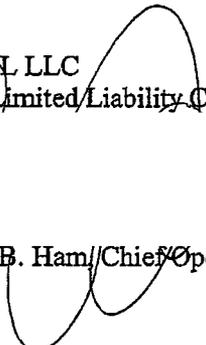
7. Termination. This Agreement shall terminate and become void and of no force or effect if Broadbell has not completed the project (as evidenced by the issuance of a certificate of occupancy for Sprouts) within two (2) years following the full execution of this Agreement; or should fail to comply with any City code.
8. Subordination. The City's obligation pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.
9. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20, or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Broadbell understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or recourse to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.
10. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with the City of Englewood City Charter and the City of Englewood Municipal Code. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation; they shall first engage in a good faith the services of a mutually acceptable, qualified, and experienced mediator or panel of mediators for the purpose of resolving such dispute. In the event such dispute is not fully resolved by mediation or otherwise within 60 days after a request for mediation by either party, then either party may commence legal proceedings regarding the dispute.

The venue for any lawsuit concerning this agreement shall be in the District Court for Arapahoe County, Colorado.

11. Legal Challenge: Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.
12. Assignment. This Agreement is personal to Broadbell. Broadbell may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the expressed written authorization of the City Council. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.
13. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and Broadbell and the City shall never be liable or responsible for any debt or obligation of Broadbell LLC, a Colorado corporation.

BROADBELL LLC
a Colorado Limited Liability Company

CITY OF ENGLEWOOD

By: 
Gregory B. Ham/Chief Operating Officer

By: _____
Randy P. Penn, Mayor

ATTEST:

ATTEST:

General Counsel

Loucrishia A. Ellis, City Clerk



Memorandum

City Manager's Office

TO: Mayor Penn and Members of City Council
THROUGH: Gary Sears, City Manager
FROM: Michael Flaherty, Deputy City Manager
DATE: June 26, 2013
SUBJECT: Resolution regarding disposition of the Englewood Depot

During the July 1, 2013 City Council meeting, City Council will be asked to consider options for disposition of the historic Englewood Depot. A proposed resolution has been prepared for Council's consideration in support of leasing the Depot and adjacent property to Tom and Patti Parson.

During the June 17 Study Session, City Council discussed the findings offered by the panel that had been convened to review and make recommendations on the two finalist proposals for the sale of the Englewood Depot. The panelists unanimously recommended the proposal Tom and Patti Parson had submitted for a letterpress museum at the site. After discussion, the majority of City Council indicated they were in favor of accepting the Parson proposal, but directed that staff attempt to negotiate a lease of the depot and property with the Parsons, rather than a sale.

Staff has informed Tom Parson of the City Council's proposal that the depot property be leased. Attached is a letter from Mr. Parson in response to the Council proposal, in which he explains his preference to buy the property outright rather entering into a lease agreement.

Attachments: Letter from Mr. Parson
Tom and Patti Parson's proposal
Proposed resolution

To: Englewood City Council

Re: Depot Proposal Discussion at Council Study Session and City Council on July 1, 2013

Following the Council's Study Session and Council meeting last Monday, June 17, several issues about our proposal for the Englewood Depot apparently need clarification. I hope this letter will help focus matters and clear any misapprehensions.

In February my wife and I offered a proposal for the historic Englewood Depot. We made our offer in response to the November 15, 2012 Request For Proposal of the City of Englewood, "RFP-12-024, Sale of Historic Real Property, Englewood Depot." The RFP defined a process through which the City "is actively seeking creative redevelopment and adaptive re-use of the Englewood Depot." The 2012 RFP was intended to sell the property, to remove the City from re-visiting issues of the Depot again and again, and to set it on a sustainable course which will preserve the historic building for the community. Our proposal intends to accomplish that.

Our intent is to transform the historic Englewood Depot into a living museum of letterpress printing, typography, design, poetry and art – a working vintage letterpress printshop, with space for exhibits, demonstrations, workshops, visiting school groups, literary readings, art classes, events and meetings, as well as typographic research and printing projects – to be a resource available to the community.

To support this proposal, we have offered a personal financial commitment of \$100,000 for purchase and rehabilitation of the Depot; we bring a world-class collection of historic printing type, equipment, and library and design resources easily valued at several hundred thousand dollars; and we bring a commitment and plan to make this community resource a sustainable reality. Central to our proposal, as well, is a commitment to historic preservation of the Depot, with a perpetual preservation easement that will provide continuing protection for the building even with any future ownership – and we have an experienced team of preservation professionals working with us on rehabilitation and planning.

We also bring a large community of support, which will mean volunteers, creative program development, and broad participation for all aspects of our proposal – over 100 individuals, organizations, and institutions offered expressions of support and were included with our proposal.

In May, we presented our proposal to an independent committee set up by the Council. An extensive review and detailed questions covered all aspects of our proposal. Both proposals were interviewed and had equal opportunity to present ourselves. Unanimously, the Evaluation Committee recommended acceptance of our plans, ranking our benefit to the community, historic preservation, financial capability for rehabilitation and operations, and proposed revenue to the City, as significantly higher than the other proposal, in every category, by every member of the committee.

So at the Council Study Session and Council meeting on June 17, we were distressed to encounter extreme distortions of our proposal, personal attacks on our intentions, and aggressive disrespect for our sincere offer of a proposal for the Depot. The judgment and recommendation of the Evaluation Committee were largely ignored; and despite support for our proposal by four Council members, the published terms of the RFP suddenly seemed to be reversed, without consideration of previous votes and decisions of the Council, without consideration of the potential effect on the Depot.

We do want to go forward with our proposal, but I offer the following observations:

Sale or Lease?

- The 2012 RFP offered sale of the property; it did not consider a lease arrangement. Our proposal was responsive to the RFP.
- As noted by one member of the Evaluation Committee, a lease ownership arrangement may cause trouble for the preservation easement. The aim of an easement is to fix a continuing decision to preserve the historic building, but a lease of the property will separate the future interests and control of the land from the building, and will open future decisions about preservation of the building to changing political and economic factors rather than fix that decision now. And it will mean the City will have continuing involvement and responsibility for oversight of questions about the preservation easement, which the RFP defined as an on-going agreement between any future owner and the Colorado Historical Foundation, which is professionally empowered to consider preservation issues. Sale of the property, with properly defined terms, will protect this historic building; a lease will not.
- Ownership of the building but not the property also would inject issues of uncertainty for funding sources, and for future evaluation of the resources of our project. A lease agreement would be to ask us to invest money in City property but expect no future value to the program, with no equity from improvements and development of the property. This will not support the sustainability of our proposal.

“Save the Depot!”

- This rallying cry is being used in petitions, letter-writing, and a media campaign by organizers for the other proposal. In fact, the Englewood Council determined to save the historic Depot several years ago; the 2012 RFP requires a preservation easement; and our proposal is built around that very goal. This is a red-herring which exploits uninformed citizen concerns and encourages cynicism and divisions in the community.

“Giving away the Depot”

- One Council member at the June 17 Study Session expressed determination not to “give away” this valuable property. While appearing to protect the public interest, in fact this remark misses the point that the RFP seeks to find a sustainable, creative development of the property which will benefit the community. This is not a give-away of City property. Rather, starting with \$100,000 of personal financing, with a very significant treasure of historic printing equipment and library resources, with commitment of a lifetime of experience and a promise of hands-on involvement, and with no future expectation for personal financial gain, in fact our proposal is a gift to the City and the community.

Access by the public?

- Assertion at the Study Session that we might not allow access to the historic Depot is not correct. Our plan is for a community center where workshops and talks, exhibits and demonstrations, research and meetings, participation of all ages and a very wide range of interests, will be available. Our commercial efforts will help sustain this project and enable public involvement with our resources and our activities as a living museum.

Concern for a fragile building, and historic restoration

- This weekend a Denver Post article about the Depot cites supporters for the Englewood Historic Preservation Society proposal who “worry that the weight of printing presses could damage the fragile building.” No such danger! Our plan envisions use of the upper historic building for exhibits, meetings and workshops, with only light weight presses located there.

Our heavy equipment and type collection will be housed in the lower level which has a new concrete foundation floor. It should also be noted that the historic upper building no longer has the original wood floor, but is supported on a new steel plate and concrete floor throughout the building.

- Claims that the building can be exactly restored to historic conditions are also misleading. Relocation of the building, previous interior alterations, code changes, requirements of the American Disabilities Act for access for public use, all make various degrees of compromise necessary. Provisions of a preservation easement will assure careful historic consideration for all exterior situations; our expressed interest in preserving historic design will guide us for the interior: we propose changes to make the space accessible under ADA, for current code requirements, and for adaptive reuse of the space for appropriate public events – no special changes are needed to accommodate our printing equipment. We will preserve the historic building, inside and out, as much as possible.

“We will be gone in three years”

- An assertion at the June 17 Council meeting that we have no community support and we will be gone in three years is absurd. I have worked to build community involvement my entire life and my printing business has grown for over thirty years. The future of a living museum of letterpress is the future of my life's work, and the way to sustainable preservation of traditional printing (just like the preservation of the historic Depot) is to nourish a living community.

The article in the Denver Post was titled “Depot Tug of War.” It speaks of fists flying, of not giving up the fight. Words before the Council have been contentious and accusatory. I offer that this is not the right legacy for the historic Depot nor for Englewood. Instead, I'd like to point back to a typographic image we included in our proposal back in February – handset 19th century metal and wood type:

CELEBRATE
THE DEPOT

I hope for Council approval of our proposal. I hope for a living museum and the chance to repurpose and celebrate this historic community treasure, The Englewood Depot.

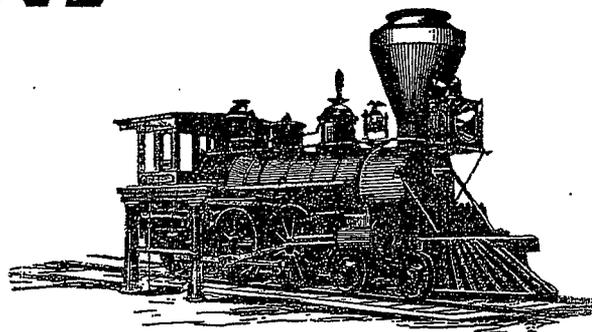
Tom Parson

*Now it's Up To You
157 South Logan, Denver CO 80209*

**A PROPOSAL TO THE CITY OF ENGLEWOOD
FOR ADAPTIVE AND CREATIVE REUSE OF THE HISTORIC
ENGLEWOOD TRAIN DEPOT**

ENGLEWOOD DEPOT

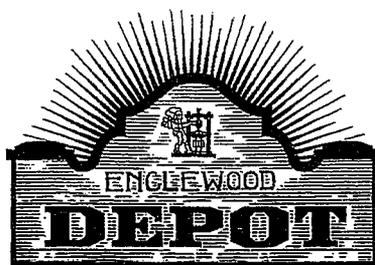
6 line wood type, Concave Tuscan X Condensed, 1853



Endgrain wood engraved printer's block, c. 1900

The Englewood Depot: *a living museum of letterpress printing, typography, design, poetry and art*
– a working vintage letterpress printshop, with space for exhibits, demonstrations, workshops, events and meetings, as well as typographic research and printing projects – to be a resource available to the community.

The depot itself has long attracted attention throughout the area, both for its architectural design and for its historic importance. “The Englewood Depot” – a name that is inclusive for the community as well as an expansive metaphor for the artistic and historic destinations and journeys we expect our living museum to offer: ***all aboard!***



A LIVING MUSEUM OF LETTERPRESS PRINTING
TYPOGRAPHY, DESIGN, POETRY & ART

*Proposed logo design donated by Denver printer Jason Wedekind
Cloth-bound presentation folder donated by Denver bookbinder, printer, calligrapher David Ashley*

***Response to the City of Englewood
Request for Proposal No. RFP-12-024 of November 15, 2012***

Submitted by Tom and Patti Parson, February 28, 2013

The Englewood Depot – A Living Letterpress Museum

(A) Names and contact information for proposed buyers:

Names, addresses, telephone numbers, emails of the parties that will hold title to the property.

Thomas Parson
157 South Logan, Denver, Colorado 80209

Patti Parson
157 South Logan, Denver, Colorado 80209



Tom Parson has been self-employed in a small for-profit letterpress and publishing business run out of his home printshop since moving to Denver in 1983.

Patti Parson is Managing Producer for the *PBS NewsHour*, responsible for budgets, production staff and news coverage, and for writing foundation grants which have secured millions of dollars in funding.

See Appendix for detailed biographies.

(B) Buyers' Representatives

Names, addresses, telephone numbers, email addresses of all parties authorized to represent the proposed buyer.

We will represent ourselves in this project, and will not use either a real estate agent or bank representative.

(C) Business Type

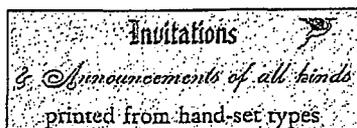
Describe your business, type of business (For-Profit or Non-Profit), number of employees and/or number of persons who will be served by your project

Now It's Up To You, Tom Parson's letterpress printing and publishing company, has operated since the early 1980s as a sole-proprietorship with no paid employees. Initially, the Depot building will be purchased and renovated by a new LLC established by Tom and Patti Parson. *Now It's Up To You's* world-class collection of letterpress equipment and materials, currently valued at over \$250,000, will be moved into the Depot, including:

- Over one dozen historic printing presses.
- Approximately 2500 fonts of metal type.
- Hundreds of fonts of wood type.
- Thousands of antique printer's cuts, ornaments and borders.
- An extensive library of typography, printing, design, and art, including dozens of rare type

specimen books, manuals, and research materials.

- An archive of amateur printing journals from 1900 to the present, including the hobby printing collection of members of the Columbine Amateur Press Club who were active in Englewood and the region in the mid-20th century.
- Tom Parson's personal library of over 10,000 poetry books may be added to the Depot as a continuing community resource, as programs and facilities are developed.
- The Depot will have additional continued support from the commercial printing and publishing of *Now it's Up To You*.



Since the ultimate goal is to establish an enduring museum with long-term benefits to the community, the Parsons then plan to form a non-profit organization for the Depot. Initial operations and programs will depend on volunteers, with no current plans for paid employees. First news of our proposal generated over 100 responses of support and offers to help, a clear recognition by volunteers of a valuable potential here for their own projects and resources and for the future of their own efforts. (Emails and letters expressing enthusiastic support are included in the Appendix). Volunteers will include individuals with long-time interest and expertise in letterpress printing and a new generation of young professionals, trained in computer-aided design, who are now exploring and revitalizing the historic craft.

Our support network also includes artists, writers, educators, librarians, interns, clients, and community activists. This broad community network is:

- The basis for an on-going Advisory Group.
- A pool of talent to help with Depot renovation, operations, and maintenance.
- A vital core of participants ready and willing to join with us to conduct workshops and other functions at the Depot.
- The foundation for partnerships on projects with other groups and institutions.

We anticipate partnering with individuals, organizations, and institutions for on-going and special projects, events, and exhibits. A broad community is represented among the individuals and groups who have expressed support, suggesting potential cooperative projects with:

- *American Institute of Graphic Arts (AIGA), Colorado Chapter*
- *Metropolitan State University*
- *Art Institute of Colorado*
- *Rocky Mountain College of Art and Design*
- *Regis University*
- *The Book Arts League*
- *Colorado Calligraphers' Guild*
- *Lighthouse Writers*
- *Rocky Mountain Letterpress Association*
- And numerous national, regional and local letterpress printers, galleries, artists, collectors, museum, writers, educators, librarians, students, and community activists.

Our proposal will serve the people of this community. At the same time, we will work to promote our activities and events throughout Englewood and the larger community.

- Pre-school, elementary, and middle-school children love arranging and printing the letters of their names and images from odd old printer's blocks. We will offer hands-on field trips and

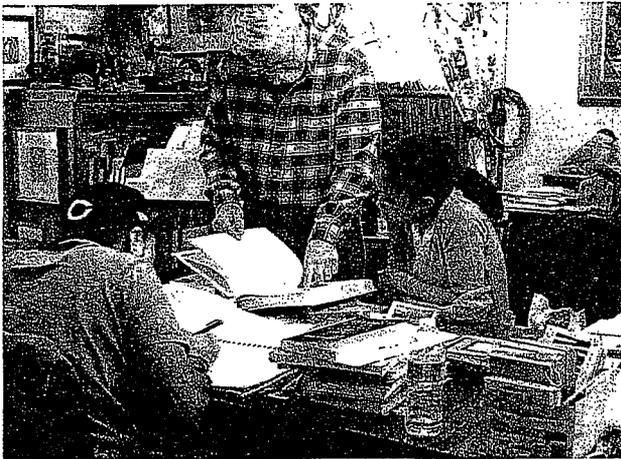
demonstrations for local schools.

- High school kids and various organizations will enjoy our resource to print posters using our collection of wood type letters. We will be available for spring-break programs, workshops, classes, even summer employment such as provided by Englewood Recreation.
- College-level interns in art and design will find work-space and mentors at the Depot.
- DIY (Do-It-Yourself) crafters will create projects like seasonal cards, valentines.
- Individual poets and artists can print and publish their own poetry broadsides and artist book projects.
- Clients can design and help print their own business cards or wedding invitations.
- We will offer discounts and free events for Englewood residents, seniors and students.

Printing is an art and a craft and a labor at the service of all people.

Summary of what we bring to this project:

- Personal funding to cover purchase and initial renovation to get the building and project operational.
- A world-class collection of letterpress printing equipment and type, including over a dozen presses, approximately 2500 fonts of metal type, hundreds of styles of wood type, thousands of antique printer's cuts, ornaments and borders. These materials date from the mid-19th through the 20th centuries, and especially represent the design history of the entire years the Englewood depot was in operation, 1915-1955.
- An extensive library of typography, printing, design, and art, including dozens of rare type specimen books, manuals, and research materials.



- A major archive of amateur journals, c.1900-present, including the hobby printing collection of members of the Columbine Amateur Press Club who were active in the area.
- Potential inclusion of a personal library of over 10,000 poetry books.
- Extensive connections with, and support from, the letterpress, arts and literary communities of Colorado.
- Relationships with internship programs at local colleges and universities.
- A "kitchen cabinet" of close advisors,

including those with skills in historic preservation, architecture, construction, design, as well as grant-writing when that skill may be needed.

We also bring special research interests and projects currently underway:

- The study of typographic design and history.
- The history of wood type – printing a collection of posters to show comparative specimens of the wood type in my collection.
- Art Nouveau era design (which paralleled both the Arts & Crafts movement and Mission style design and architecture at the turn of the 20th century) – producing a specimen book to show Art Nouveau ornamental initials and related typographic materials which are in the collection.
- The history of printing equipment and traditional methods.
- Teaching and involvement of student interns and others in hands-on projects.

- A continuing effort to help others acquire and repair presses, as well as find resources and supplies for their projects.
- The use of letterpress for literary and poetry publishing.
- The use of letterpress for job printing, as well as new forms of creative bookart projects.
- The use of historic materials to create posters and other useful printed matter as a continuing process in our living history.

Long-term Funding Plans:

In order to make the Englewood Depot a self-sufficient entity and to pay for ongoing operations, maintenance and capital improvements, we will launch a variety of funding mechanisms, both traditional and innovative. On the more traditional front, we will raise revenue from:

- Fees for workshops, classes, readings, exhibits, and other events.
- Sale of published materials at the museum (cards, books, broadsides, posters, souvenirs such as tickets, train memorabilia).
- Sale of additional job printing done for clients.
- Rental of the facility for private and group events and workshops.
- De-accessioning of excess type and equipment as the museum better defines its collection.
- Donations, both direct income and in-kind support.
- Membership fees.

But we also feel it is essential to involve the community, so that the Englewood Depot is seen as a true community asset, one in which participants have a stake. We need return passengers, participants to come re-use the Depot, in essence to own this railroad for themselves and connect it with their own resources and goals. We depend on building a community that will take this project as its own, into the future. To this end we envision a variety of innovative approaches including:

- Working memberships and “punchcard” passes designed as Tickets (*one-way, round trip, annual pass, all destinations!*) that would define our relationships with various participants, to allow usage of the equipment, workshop participation, rental of event space, or other projects of the Depot.
- Cooperative projects with other groups, including fundraising events held at other artist’s studios and print shops: these efforts not only would raise money but also bring the Depot to the attention of people from Golden to Aurora, Boulder to Colorado Springs (all areas in which the project has support). Other shops, in essence, become additional stations on our railroad line, thus building long-term connections for the Depot in the wider community. Possible events that might involve cooperative projects at additional locations:
 - A film series on typography and design.
 - Special workshops, lectures, and demonstrations, such as typesetting or operation of a linotype or other significant art techniques not available at the Depot.
 - An organized tour or field trip.
 - Auction of donated art, books, printed items, or printing materials.
 - Sale of Depot and member publications online – on ebay, Etsy, and our own website.
 - Crowd-sourced fundraising for specific projects through online sites like Kickstarter, IndieGoGo and others, and appeals through several printing and bookarts Listservs.

Another innovative approach we will explore is the model used by Community Supported Agriculture, which asks potential consumers and working members to share in the annual risk and harvest. This

approach encourages participants to recognize their own interests as being invested in the continuing success of the project.

Finally, with two experienced grant writers associated with the project, we have the option to seek grant funding for targeted projects and programs.

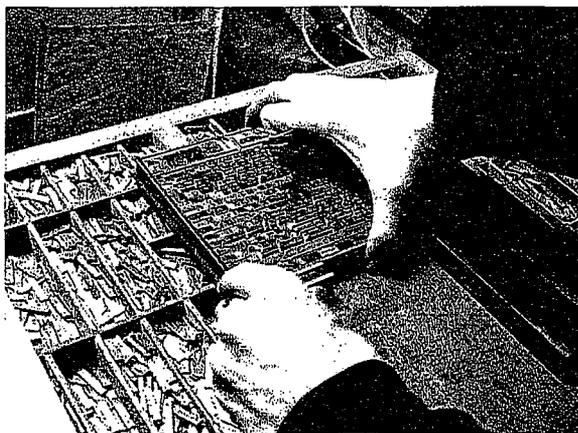
(D) Intent and Use

Reasons for wanting to purchase this property; intended use; innovative plans that will enhance use of this property; future maintenance and restoration plans both interior and exterior; how they relate to recognized historic preservation practices

Our Intent:

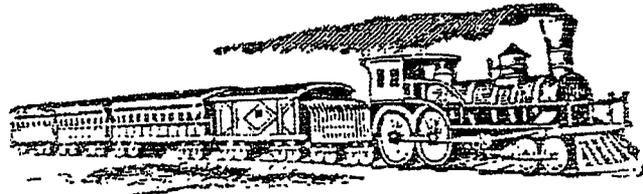
We will transform the historic Englewood Depot into a living museum of letterpress printing, typography, design, poetry and art – a working vintage letterpress printshop, with space for exhibits, demonstrations, workshops, visiting school groups, literary readings, art classes, events and meetings, as well as typographic research and printing projects – to be a resource available to the community. There is strong synergy between the historic period of the depot and that of the traditional letterpress materials that will be located there. Our collection of printing equipment includes presses and type in use from the late 19th century through the mid-20th century. Our goal for the depot is to have it enjoy the kind of resurgence and renaissance that letterpress printing is now experiencing – a creative and adaptive reuse of traditional methods and values in contemporary design and culture.

At its core, our project proposal will serve the book and letter-arts communities in the Front Range, making Englewood a recognized center for letterpress, art, and literary activity. It will accomplish this by encouraging hands-on participation, experiments with historic design and materials, experience with traditional methods, interaction with the public, and practical information and advice on press repairs, where to get supplies, what technique and what press do you need.



William Morris, the great 19th century designer and printer said, “nothing can be a work of art that is not useful” – a defining principle for the Arts & Crafts movement, and the Mission style of this very building! This was a functional building: it had a loading dock and a waiting room, a ticket master and a schedule; it was a working depot for passengers with all their baggage, departures and arrivals, the

way to their destinations. The depot has an historic architectural beauty. We will make it again a hub of activity, in use by the community. We will bring the depot and letterpress printing and related arts together into the 21st century, a living museum.



On the Site:

The Depot is a particularly good site for this project due to its prominent geographic location, providing high visibility to draw interest and attract Museum visitors. The historic nature of the building also supports the core mission of our project: the creation of a museum of letterpress printing – a craft and discipline which has a rich traditional history. Letterpress printers and poets, especially, have a long connection with trains.

The interior design of the historic Depot building provides an excellent setting for intimate museum exhibits, while offering a wonderful variety of spaces for demonstrations, events, and meetings. The large informal basement provides ample room to house a working vintage letterpress printshop for workshops and printing projects.

In addition to museum activities and workshops to be held within the Depot, its location allows for extended community use. Its proximity to Cushing Park, the bike path system along the South Platte, and other Englewood art and community resources at Civic Center, all suggest the possibility for cooperative multi-art events – the Depot can serve as an indoor venue for readings or exhibits, or as a coordination center for outdoor events. The Depot offers an excellent outdoor setting for artwork from the Museum of Outdoor Art or others. It is easily accessible by bike, car, light rail and bus from throughout the Metro area, and within walking distance of downtown Englewood restaurants and shopping.

And a close working relationship is expected with the Englewood Community Garden, pursuing landscaping options on Depot property to complement the garden – fruit trees, even additional garden plots. The Depot will be available for Community Garden meetings and indoor events.

Here's how it will work:

This is a proposal for creative and adaptive reuse of an historic building. We anticipate that potential zoning and planning issues can best be resolved through utilizing Englewood's Unified Development Code, section 16-5-3: Adaptive Reuse of Designated Historic Buildings. Such issues include:

- exterior rehabilitation and maintenance.
- disabled access (in accordance with provisions of the preservation easement).
- Occupancy.
- Parking
- landscaping.
- and amendment of requirements that the current A3 museum use requiring a minimum of 24,000 square feet of property with 200 linear feet of frontage, which are not available at the Depot site.

We request that the required public hearing to approve of the historic building's adaptive reuse under Section 16-5-3 be held concurrent with the public hearing to approve the contract of sale. At this hearing we will provide a full site plan addressing all the bulleted items above.

To accomplish this creative redevelopment, we will use our own personal financing to buy the depot and begin the rehabilitation necessary to make the building operational as quickly as possible. Now lacking water, sewer, heat, adequate electrical connections, and in need of numerous repairs and construction, implementation will involve a series of steps.

As soon as initial work makes the top floor secure and ready for occupancy, with ADA access and handicapped accessible restrooms, and necessary water and electric hookups (see detailed list below), we will immediately bring in our smaller presses, type and other equipment from our collection: **a fully functional working museum is ready for installation.** The space then will be available for visitors, for demonstrations, workshops, and other events.

We envision a busy but flexible process of a year or more as we prepare additional parts of the building for use, as we transition the full collection into the space. Larger equipment and the additional type and materials will be moved into the lower level as that construction and upgrade is completed. Printing demonstrations, teaching, and generation of printed materials to support the museum, will be offered on different presses at alternate locations as the transition is under way.

At the same time, we will be reaching out to the local neighborhood, to Englewood schools and Englewood Recreation, and to the arts communities along the Front Range, updating them about the progress and letting them know this is a space for them to utilize and enjoy. We will develop printed materials and a website to encourage access to what we offer. And we will implement activities to provide for on-going operations and maintenance.

Summary of repairs, rehabilitation, and maintenance:

In order to accomplish this adaptive reuse of the depot we will undertake the following repairs, renovation and maintenance:

- Connect electrical, water and sewer, and gas lines.
- Make necessary repairs to roof and downspouts.
- Correct any drainage issues.
- Finish exterior seal between the stucco frame and the foundation.
- Assure ADA accessibility from parking to entrance (sidewalk and other needed modifications).
- Redesign interior for ADA accessible restrooms, which include required tile floors and service sink; addition of small kitchen area (with mandatory ADA accessible water fountain; microwave, small refrigerator, coffee pot, and serving counter).
- Renovate interior – baseboards, insulation, windows & doors, security, access.
- Insulate and make repairs to plaster and paint to encapsulate lead-based paint.
- Add heating system, ducts, possible future A/C.
- Add water heater and necessary drain, in lower level (hot water for whole building).
- Raise the floor level in the passageway, to match the waiting room and office floors.
- Add steps and ADA lift for interior access to loading dock room.
- Revise design of exterior ramp on south end to meet ADA requirements.
- Include fire-resistant ceiling material for passageway and loading dock rooms.
- Construct lower level east wall.
- Provide for lower level access on east side: two doors, ADA ramp, steps; sidewalk to parking.



- Add accessible bathrooms and clean-up sink to the lower level (may need pumps for waste).
- Consider interior dumb waiter to move type and equipment between the two levels.
- Perform ongoing maintenance as needed.



Stan Oliner, amateur printer, Englewood, 1955

Historic Preservation:

We have expert advisers, knowledgeable about historic preservation, to make certain that our work is in accordance with recognized historic preservation practices. The exterior of the historic depot will be protected by a preservation easement through the Colorado Historical Foundation, and will be maintained as it is now, except for adjustments necessary to enable ADA access requirements (e.g., the slope of the ramp at the south end of the Loading Dock). The appearance and facade will not change, and design of the lower level will be chosen to complement the historic quality of the original depot. Our aim for all interior rehabilitation will also be to preserve the history and character of the depot as essential elements for our creative reuse.

We also value visibility of the iconic historic building, from both east and west approaches on Dartmouth, and will plan landscaping and any possible future changes to preserve that aspect.

Proposed interior configuration of the depot:

See Appendix for diagram of configuration of the upper level rooms.

Waiting Room: With main entrance doors and windows once again functional, and with accessible restrooms, this will be an open space for events, meetings, exhibits, workshops, presentations, speakers and poetry readings. The Waiting Room will remain open to the Depot Office, with additional open space possible with removal of the hall that originally accessed one of the two restrooms.



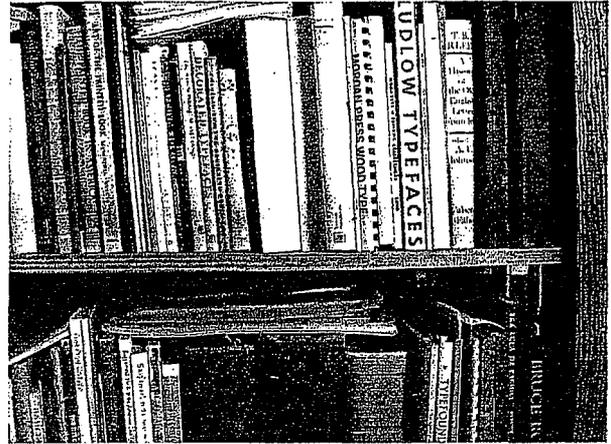
Depot Office: This will be a work/study space, well lit by windows, and with required service sink and small kitchen area with an ADA mandatory water foundation along the south wall. A free-standing Pearl Press and small type cabinet, and other items, will be located there as museum exhibits, available for public demonstrations. The "Office" also will be used to accommodate events to be held in the Waiting Room, offering a large common public space.

A Golding Pearl platen press, 1893

Passageway ("Passenger Area"): This will be the location of the typographic library with the addition of book shelves along the interior north wall. A new Passageway floor will be installed to raise the level to match the floor of the Office.

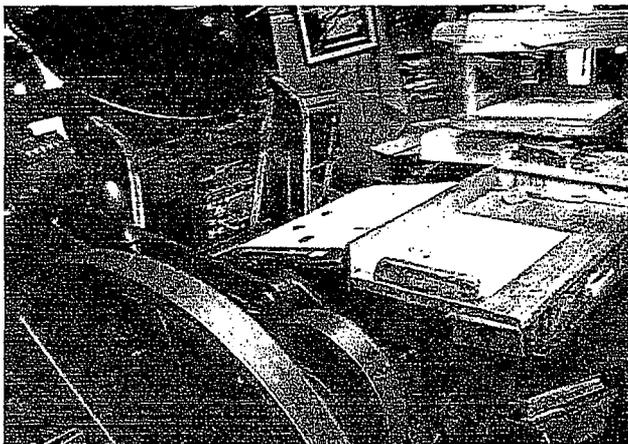
Steps and an ADA accessible lift will be added to open interior access for public use of the Loading Dock Room. Doors at the east and west ends of the Passageway will be restored as possible, to allow access to the east Patio Deck and to provide additional exits for the building.

With the addition of steps and a lift, this opens to the:

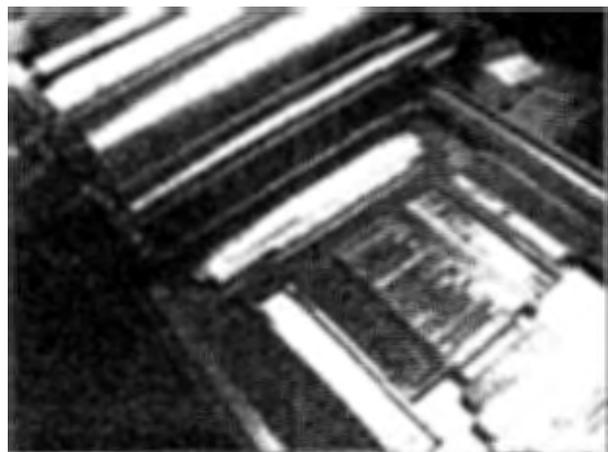


Loading Dock: This area will be the location for museum exhibits of small presses and equipment and small type cabinets. Workshops and classes will be held there; and this room also allows extra work space for receiving, evaluating, and sorting type and equipment acquisitions. With modification of the exterior ramp at the south end, the Loading Dock room will be made ADA accessible and available for public use. Sliding doors to east and west, opening outside at loading dock levels, will allow possible demonstrations and exhibits to be visible and available outside without moving the equipment out – a great potential for patio events in the face of sudden changes of weather.

Lower Level: Following needed construction, the Lower Level will be the location for the main collection of type and larger printing equipment – multiple type cabinets, miscellaneous equipment, the paper cutter, paper supplies, and the heavier presses such as the Vandercook SP-15 and two Chandler & Price platen presses. Immediate construction is necessary for a wall on the east side, with doors at the north and south ends to include ADA access with an exterior ramp, and a garage-style door for an additional opening and natural light. Further construction will include two accessible restrooms, a water heater and a gas furnace. The Lower Level also offers additional library, exhibit and workshop space. It also offers potential for shared rental work space and storage for artists or others involved in projects at the Depot.



10x15 Chandler & Price Platen press, 1917



Vandercook SP-15 Proof press, c. 1955

Englewood Depot Rehabilitation Team – the experience to make this vision a reality.

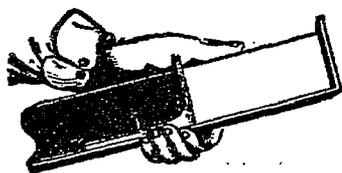
For more than four decades Tom Parson, widely known for seeking to develop community involvement in projects, has worked as a:

- Letterpress printer of poetry, art and commercial projects.
- Typographic and graphic designer.
- Demonstrator of printing at bookfairs, craft fairs, festivals, workshops, and in schools on all levels. Over several years he demonstrated printing at Oro City, Leadville's recreation of a 19th century mining camp.
- Small press publisher and organizer for literary and bookarts. He instigated and helped coordinate the small press bookfair and literary events for Seattle's annual Bumbershoot Arts Festival, 1977-1983; helped found The Red Sky Poetry Theatre in Seattle, with weekly open mic readings. In Denver he was co-president of the Brad Rogers Bookbinding Group (1996-2000); served on the Board of the Colorado Center for the Book and organized book arts demonstration for their Rocky Mountain Book Festival.
- Teacher: through workshops, demonstrations, and special projects, he has taught and mentored interns and others at numerous schools and programs, including Metropolitan State University, the University of Colorado-Denver, the Art Institute of Colorado, Rocky Mountain College of Art and Design, Naropa Institute, the University of Colorado-Boulder, the University of Denver, the Book Arts League of Colorado, Arvada Center, AIGA, and the Ah Haa School for the Arts in Telluride. He has worked with children in Denver and Boulder public and private elementary, middle- and high schools, in addition to training many printers one on one.
- Author: *To Be Self-Evident*, sonnets after the American Revolution, published by Woodworks Press, Seattle, 2001.
- Active member of local and national letterpress and book arts groups, with extensive connections throughout the arts communities in Colorado.

Technical and program advice and support will be provided by a wide range of talented and experienced consultants:

- Kathy Lingo and Len Lingo of *Avenue L Architects*, with experience in commercial, municipal, public use, and educational architecture and historic preservation.
- Diane Tomasso, a preservation consultant with extensive professional experience in writing successful grants and in advocating historic preservation in Englewood and the region. Diane was the leader in the successful effort to preserve the Englewood Post Office on the National Registry of Historic Buildings, and is the author of several books on local architecture and history.
- Patti Parson, Managing Producer for the *PBS NewsHour*, with extensive and successful experience in writing grants.
- We have consulted also with several CPAs, an attorney knowledgeable about non-profit organizations.
- On engineering and code matters, we have consulted with a professional public planning engineer who is knowledgeable about federal ADA requirements and building codes. We have initiated contacts with City of Englewood planners, reviewing relevant regulations and city procedures and permits.
- We have established contact with plumbing and electrical contractors and others with construction and rehabilitation experience, and have begun the process to obtain estimates for the project.
- We have consulted with a business liability insurance broker who supports our proposal, and

- begun discussions about the insurance that will be necessary.
- We also have developed contacts and long relationships with letterpress printers, collectors and museums around the country, to learn from any similar projects.
 - And we have communicated plans and solicited ideas and support from a broad group of artists, printers, writers, educators, librarians, interns, clients, and community activists (see Appendix with letters and expressions of support). This network is:
 - The basis for an on-going Advisory Group.
 - A vital core of participants already willing to join with us to conduct workshops and other functions at the Depot.
 - The foundation for partnerships on future projects with other groups and institutions.



(E) Proposed Purchase Price

purchase price that you are willing to pay for this property

We propose to pay the City of Englewood \$30,000 for the purchase of the property, with recognition that we bring a collection of printing materials and books to the project valued at several hundred thousand dollars, and that the preservation easement and necessary renovations and construction additionally will require several hundred thousand dollars for completion of the Depot building. In proposing this purchase price we note that the goal of the City is “to preserve the Englewood Depot for future generations through an adaptive re-use of the structure.” Our proposal will accomplish exactly that. However, we will be open to further negotiation if necessary.

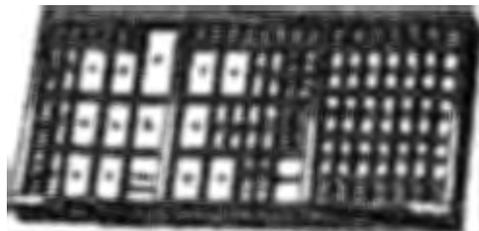
(F) Financial Qualifications

*financial ability to complete the purchase and cover expenses for the care and maintenance of this property;
copies of past two years individual income tax returns;
information regarding current employment, name and address of employer, and number of years at this employer*

Tom and Patti Parson have the funds to purchase the building and do the necessary renovations to get the upstairs ready for the public. Patti has been employed by the PBS NewsHour since 1983: a copy of her W-2 form and most recent “pay stub” are included in the Appendix, along with two years of joint tax returns. Her employment can be verified by HR Manager Cristal Kurtz (703-998-2180; ckurtz@newshour.org). In addition, bank statements from both Capitol One 360 and U.S. Bank have been appended. Tom has documented the assets of his shop elsewhere, and will re-invest his printshop earnings back into the Depot and its collections, as he has done previously with his business.

(G) Earnest Money Deposit

Buyer agrees to deposit of earnest money of 5% of purchase price within 5 business days of acceptance.



California Job Case

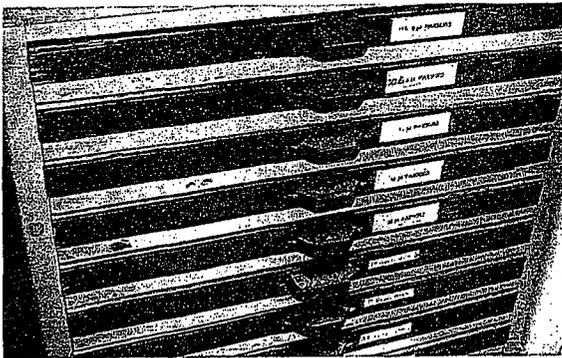
(H) Commitment to Historic Preservation

Buyer acknowledges that the property is listed on the State Register of Historic places, and will abide by the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. We also recognize that the City of Englewood may participate with the buyer in seeking assistance from the historic preservation loan and grant program and the state and federal tax credits; however, the City will not contribute financially.

Further explicit description of our commitment to historic preservation of the Englewood Depot is included in section (D) above, and is additionally guaranteed by our having several historic preservation specialists on board to advise our projects. Our museum proposal holds historic preservation as a core goal that complements all of our activities.

(I) Proposal Requirements

- must be typed or legibly printed in ink;
- must contain a manual signature of an authorized agent of the Proposer;
- accuracy is the sole responsibility of the Proposer



This proposal has been submitted and agreed in full by:

Thomas Parson

Patti Parson

February 28, 2013

APPENDIX Contents:

- Diagram of the configuration of the upper level rooms.
- Letters of support.
- Photos of printing samples.
- Bios/ employment history/ tax returns/ bank statements.

CELEBRATE

THE DEPOT

6 line Egyptian Clarendon Ornamented wood type
48 point Samoa metal typecasting
8 line Egyptian X Condensed wood type

APPENDIX Contents:

- Bios/ Employment History/ Tax Returns/ Bank Statements



BIOGRAPHY FOR PATTI PARSON

Patti Parson is the Managing Producer of the PBS NewsHour. In that position, she provides editorial, managerial and financial supervision for the show's tape production. She also is a key member of the development team, responsible for the writing, execution and fulfillment of foundation grants. As head of the science unit, she has supervised the production of hundreds of tape segments, including coverage of the Deepwater Horizon Oil Spill and of the earthquake, tsunami and nuclear meltdown in Japan. Her own productions and those she has supervised have won numerous awards, including those given by the National Academy of Television Arts and Sciences, CINE, and the Society of Environmental Journalists.

Parson started her television career on the crew at KCTS/Seattle. She rose to being the station's Director of Promotions and later senior producer for its public affairs programming. She also helped produce a PBS special and a Bill Moyers' Journal.

Parson earned her bachelor's degree from Smith College, and her master's degree from the University of Washington. She lives in Denver, Colorado.

Tom Parson

Now It's Up To You Publications. 157 S. Logan, Denver CO 80209

303-777-8951 / email: t

out of date website: www.nowitsuptoyou.com



Involved in small press publishing since high school in Virginia and graduation from Amherst College in 1966, Tom Parson co-edited and published *Consumption*, a quarterly literary magazine (1967-70) and edited *The Whites of Their Eyes*, an anthology of revolutionary poetry. He helped found Red Sky Poetry Theatre, and instigated the Small Press Bookfair (and subsequent changes in the Literary Program) at the annual Bumbershoot Festival in Seattle in the late 1970s.

Tom began printing with handset type and a platen letterpress through a workshop with Tree Swenson at Copper Canyon Press, Port Townsend, Washington in 1980, and has published numerous small-format poetry projects by letterpress since 1983 in Denver, Colorado. Now It's Up To You offers poetry postcards, broadsides, and books, as well as demos, workshops, and resource-info. Letterpress job-printing includes wedding invites, business cards, birth announcements. Tom has designed and printed book covers, colophon pages, and broadsides for several publishers, in addition to projects done for his own press. Working primarily with handset metal type, he also makes photopolymer plates for letterpress use of digital fonts, scanned graphics, and calligraphy. He now has more than ten presses, 2500 fonts of metal type, and a serious collection of wood type, ornamental initials, art nouveau ornaments and other printer's cuts.

Tom has been active in local and national printing groups, including the National Amateur Press Association (editing *The National Amateur*, v.122, 1999-2000), the Amalgamated Printers' Association, Brad Rogers Bookbinding Group (co-president, 1996-2000), the Book Arts League of Colorado, the Rocky Mountain Letterpress Society, and the American Typesetting Fellowship. He studied typesetting with Rich Hopkins at Monotype University in 1997 and has cast hot type at his Denver Back-Alley Type Foundry.

Workshops and printing demonstrations have included Oro City in Leadville, Ah Haa School in Telluride, the Arts & Crafts Society, various schools and craft fairs in Colorado,

and the Book Arts League of Colorado. He organized Book Arts demonstrations at the Rocky Mountain Book Festival for the Colorado Center for the Book. Taught the Naropa Summer Writing Program letterpress printing workshop, July 2002. Awards include the Bumbershoot Bookfair Award, 1991, for a letterpress broadside of "The Zodiac of Words" by Phil Woods; the Bumbershoot Book Fair Judges' Choice Award in 2002; and the 2000 Colorado Arts Award (of the James Ryan Morris Memorial Foundation), for Printing. *Rodeo* by Mark Irwin, printed and published at Now It's Up To You, was selected by the Rounce & Coffin Club, Occidental College Library, 1600 Campus Road, Los Angeles, California 90041, for inclusion in their annual (2001) Western Books exhibition.

Tom's poetry books include *The Politics of Happiness*, a political satire self-published by mimeograph in 1968; *Some Trouble*, chapbook, 1980; *By Heart*, chapbook, 1997; and a full length collection of sonnets, *To Be Self-Evident*, Woodworks Press, Seattle, 2001; as well as dozens of poems published in little magazines around the country. His work is included in *70 on the 70s*, and *80 on the 80s* (both from The Ashland Poetry Press), *City Kite on a Wire* (Mesilla Press), *Crossing the River* (The Permanent Press), and several other anthologies from small presses. Eleven poems from *To Be Self-Evident* were done by letterpress printers as a community broadside project in 2009. He lives, prints, and writes in Denver with his wife, Patti. Their son, Aaron, now writes in New Hampshire.

Patti Parson

PROFESSIONAL EXPERIENCE:

1985-Present: Managing Producer, PBS NewsHour. Responsible for:

- Fiscal oversight of grant budgets and for Western Production Center
- Editorial supervision of scripts
- Writing off foundation grant proposals and reports
- Implementation of grants
- Relationship with funders
- Oversight of web pages for units working under grants
- Supervision of employees
- Involvement in Management and Forward Planning decisions

2003 – Present: Head of Science Unit, the NewsHour. Responsible for:

- Instigation of proposals
- Supervision of Correspondents
- Editorial Supervision of scripts
- Relationship with funders
- Writing and Implementation of grants
- Representing unit at events (eg Panelist, Metcalf Institute; yearly speaker at University of Denver “Careers for Scientists” class)

1984-5: Associate Managing Producer, the NewsHour

1983-4: Producer, the NewsHour

- Traveled the world producing segments on a wide range of topics

1981-3: Senior Producer, Evening Edition, KCTS/Seattle

- Editorially and fiscally managed a nightly show

1975-81: Manager, Information Services, KCTS/Seattle

- Managed \$300,000 budget, produced monthly magazine, designed ad campaigns for onair and print, generated press releases

1977.9 : Associate Producer for PBS and KCTS specials

- Highlights included: “Some of the Presidents’ Men” and a Bill Moyers’ Special on the Carter Presidency

1970-75: Technical crew—KCTS/Seattle, KING-TV/Seattle, CCTV/University of Washington Health Sciences Center

EDUCATION:

B.A. Smith College, 1967, Dean’s List

M.A. University of Washington, 1969

AWARDS:

Numerous Cine Golden Eagle Awards and National & Regional Emmys; awards and recognitions from: Casey Medals, National Press Club, NIHCM Foundation, RTDNA, Columbia/DuPont, Best of the West, San Francisco State, Chicago International Film Festival, NAEB and the Chicago International Film Festival.

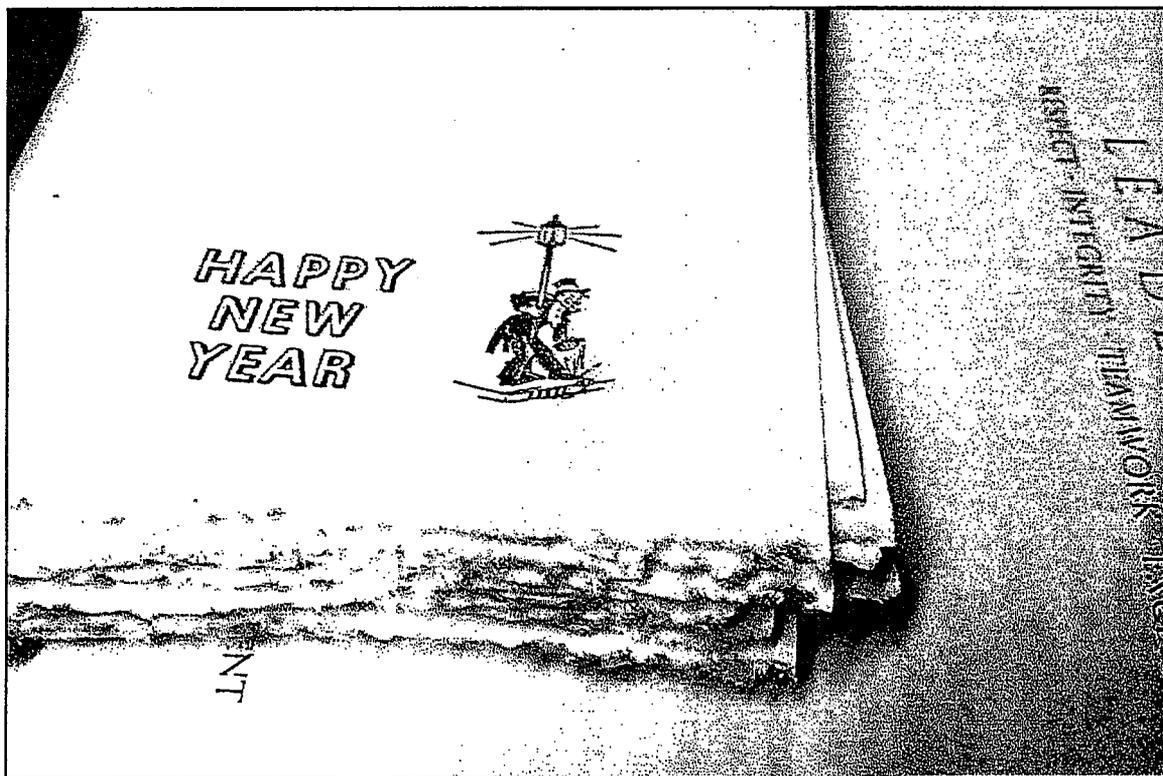
CELEBRATE

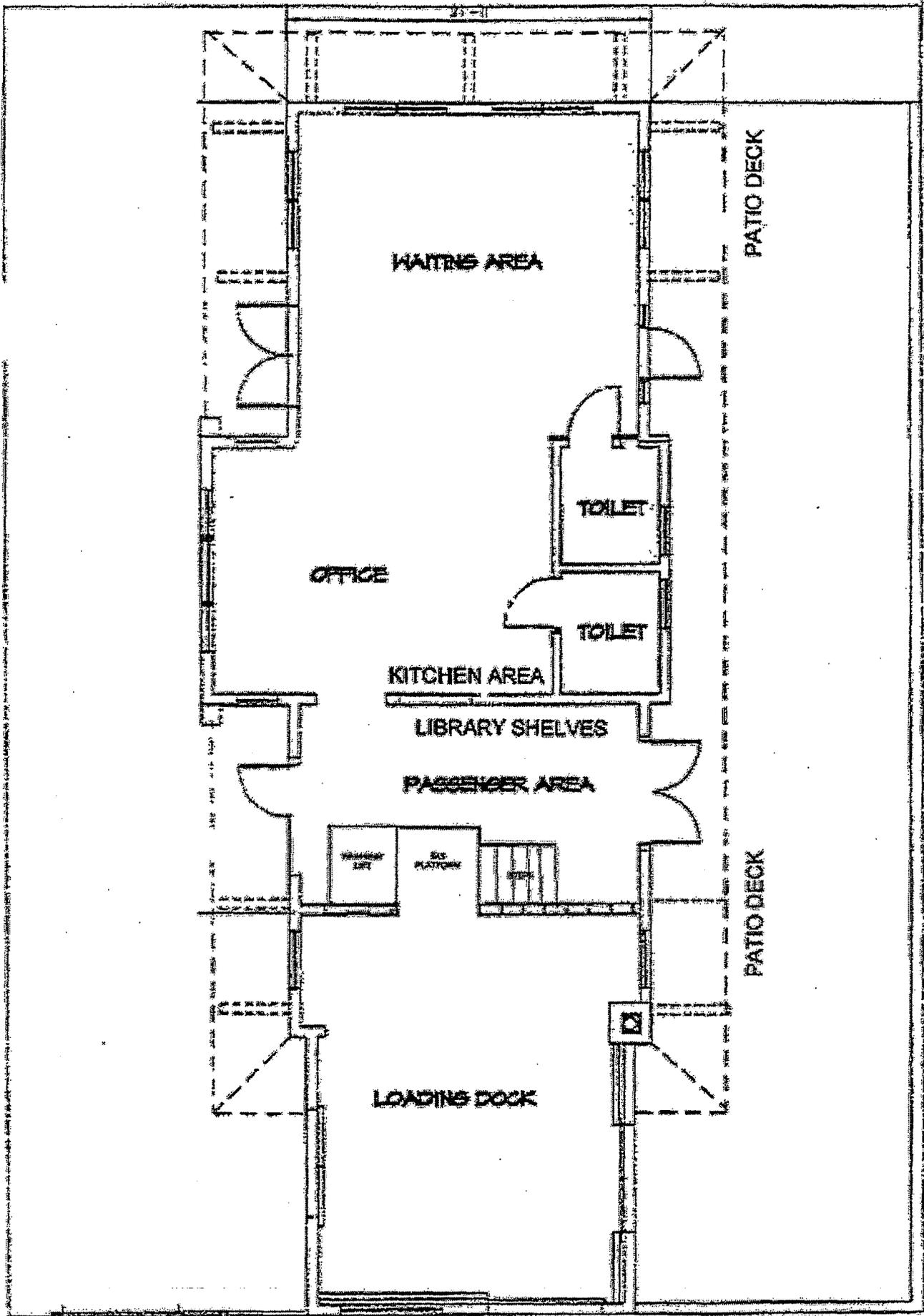
THE DEPOT

6 line Egyptian Clarendon Ornamented wood type
48 point Samoa metal typecasting
8 line Egyptian X Condensed wood type

APPENDIX Contents:

- Diagram of the configuration of the upper level rooms





CELEBRATE

THE DEPOT

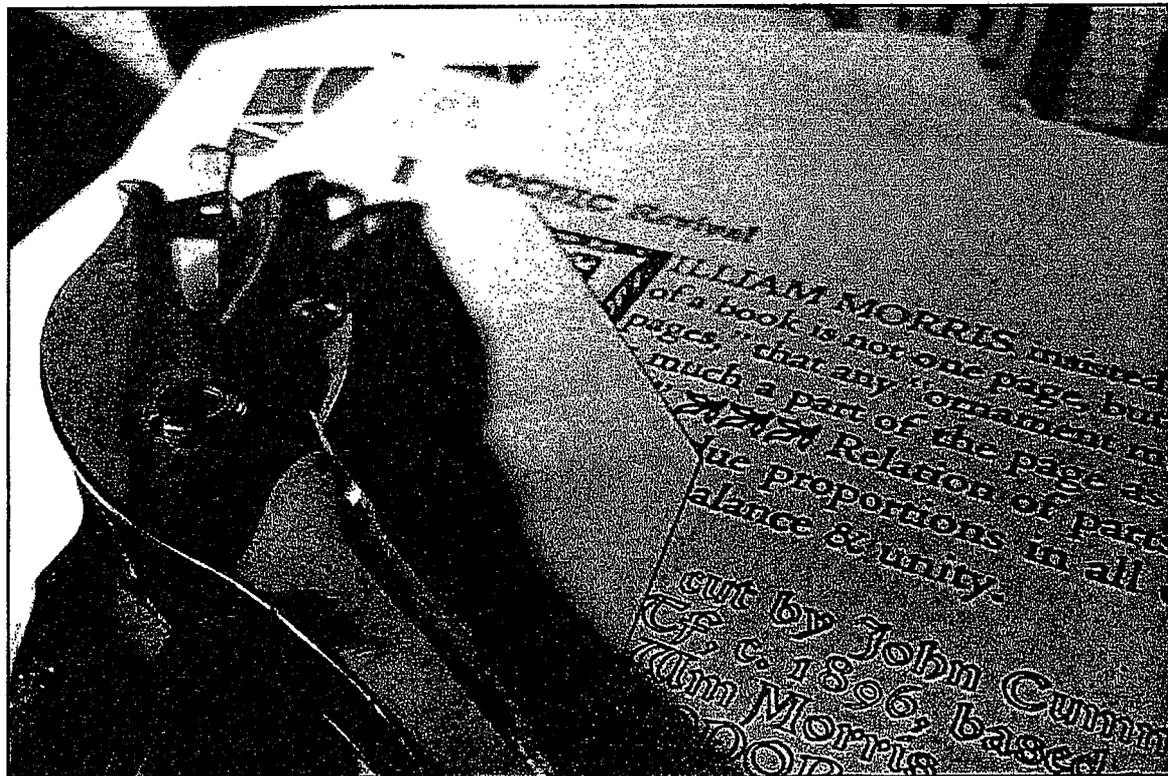
6 line Egyptian Clarendon Ornamented wood type

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APPENDIX Contents:

- Letters of Support





City of Englewood Purchasing Division
1000 Englewood Parkway
Englewood, CO 80110-2373
Attn: Mr. Michael Flaherty, Deputy City Manager

Re: Englewood Depot RFP-12-024
Living Letterpress Museum proposal

Feb. 28, 2013

Dear Mr. Flaherty,

This letter is in support of Tom Parson's proposal to purchase the historic Englewood Depot and adapt it to a Living Letterpress Museum. I have known Tom Parson for over twenty years and know of his renowned collection of type, vintage presses, and associated library. For several years, Tom has been looking for an appropriate building that he could purchase so that his collection could be made available to a wider audience.

Tom asked me to take a close look at the Englewood Depot and give him my professional opinion as to its viability for this use, as I am an architect specializing in historic preservation. Over the last ten years, my firm has worked on over 800 buildings listed on the National or State Registers of Historic Places, as well as numerous properties that are listed by local agencies.

After touring the building and researching the previous Historic Structure Assessment and State register nomination, I believe that the proposed Living Letterpress Museum would be a great adaptive reuse for the historic Depot. While there are always issues with historic buildings with respect to handicap accessibility and code compliance, these appear to be solvable in this case. The space lends itself very well to the proposed use, while retaining the historic fabric and character.

An empty historic building can become a public nuisance. A historic building with a vibrant public use such as the proposed Living Letterpress Museum becomes a real asset to its community and often stimulates additional economic activity.

Should you have any questions, please do not hesitate to contact me at (303) 290-9930 or
Thank you for your consideration of this worthy
proposal.

Sincerely,

☺ ☺
Kathy C. Lingo, AIA
Principal



David Ashley Studio

1280 Sherman Street, Suite 202, Denver, Colorado 80203
303-260-7155

To Whom It May Concern:

February 27, 2013

I am writing this letter on behalf of Tom Parson, who I have had the pleasure of calling my friend for over thirty years.

Tom has been a key person in the survival and continuance of letterpress printing in the whole Rocky Mountain region. His infectious enthusiasm has trained a whole generation of poets, book artists and hobby printers in the subtle, but also very approachable art of traditional printing. I first acquired a letterpress over ten years ago, and without his advice and guidance, I would never have been able to do the printing that I now can do. He has been willing, even with little or no notice, to stop by and help when my 1890's Chandler and Price press presents quirky problems—which Tom is usually able to help me surmount!

The proposal for the Englewood Depot is a once-in-a-lifetime opportunity for the city of Englewood to have a center for printing and the book arts that interested people from all over the region, even the nation will welcome. There are thriving book arts centers in both Salt Lake City and Minneapolis that I have had opportunities to visit in the recent years. Both are truly vibrant centers that are active with classes, workshops, individual training, exhibitions and lectures.

Unlike many art disciplines, letterpress printing has a broad appeal—both to artists, book artists, bookbinders and calligraphers; and even to gentlemen “of a certain age” who simply enjoy understanding and fiddling with a bit of old technology. At my studio on Capitol Hill in Denver, many people, of all ages and backgrounds, just poke their head into my studio to say “WHAT do you do in here?” ...often, they are looking right at the press when they say that! In an age of instant communication, texting, tweeting and email, many, especially younger people have a longing to actually *make something* with their hands, and perhaps feel a connection to over five hundred years of printing tradition.

I hope that Englewood will carefully consider Tom Parson's proposal—it could be a truly exceptional addition to the city's cultural scene.

Sincerely,

David Ashley



METROPOLITAN
STATE UNIVERSITY™
OF DENVER

Department of Art
Campus Box 59, P.O. Box 173362
Denver, CO 80217-3362
303-556-3090 Phone
303-556-4094 Fax
www.msudenver.edu

Peter M. Bergman
Assistant Professor of Art – Communication Design
Metropolitan State University of Denver
Office: 303.352.4943, cell: 312.731.6301 ~ *Please call this number to be sure to reach me.*
pbergma3@msudenver.edu

01/31/2013

Regarding: A letter of Support from MSU Denver's Art – Communication Design department for Tom Parsons proposal for the adaptive re-use of the Englewood train depot.

I have worked with Tom Parsons since 2007 when I started teaching at Metro State. Tom had sourced and arranged for the discounted sale of a Letterpress, metal type and assorted equipment to our Communication Design area. Traditional Letterpress printing is a fundamental component of design and typographic instruction and most pre-eminent academic institutions that teach Design have a traditional Letterpress printing facility.

Tom volunteered his time to come down to campus and train me on the particulars of our press and talk for a few hours about our shared interest in the history of American printing, typography and hand book making. He is highly knowledgeable in all areas.

Since then I have worked with Tom in his capacity as an intern provider for several of our students at his Press, Now It's Up To You, most recently just last week. I have been to Tom's Press in the *VERY FULL* out-building behind his house where he works with our interns and local artists. Tom has also been available as a resource any time I am contacted by out of town aficionados of the medium – always opening his doors for visits.

For some time at Metro State, we have internally expressed a desire to house the type of facility that Tom is proposing for the Englewood train depot. The reality is we simply do not have the space on Campus and we only have a small percentage of the collection of type and presses Tom has. A living museum of traditional printing would be an invaluable resource to the Design, Print-Making, and Artists Books community in the front range region. It is also worth noting that comparable facilities to the one Tom is proposing, such as the Hamilton Wood Type Museum in Two Rivers Wisconsin and the Columbia College Center for Book and Paper Arts, are international destinations for Designers. I know a group of students from CSU who drove a couple thousand miles on their Spring break to Wisconsin to visit a facility not unlike the one Tom is proposing in Englewood.

There is also enough interest, support, and skill among the local Design and Letterpress community to support the endeavor through Tom's long tenure and beyond. I strongly encourage you to take advantage of Tom's proposal. Please feel free to call me on my cell phone with any questions - #312.731.6301

Thanks – Peter M. Bergman
Assistant Professor of Visual Arts – Communication Design, MSU Denver



*collections conservation • fine bookbinding • protective enclosures
preservation workshops • surveys & consultation*
Karen Jones •

150 W. Denver Place, Denver, CO 80211

Feb. 5, 2013

City of Englewood
1000 Englewood Parkway
Englewood, CO 80110-2373
RE: The Englewood Depot

To whom it may concern,

I'm writing to endorse the proposal submitted by Tom Parson to convert the Englewood Depot to a working museum of letterpress printing, typography, design, poetry and art. I think it can be a unique and valuable resource to the community. You could not find a more dedicated proponent of the craft than Tom, who has been tirelessly volunteering his time in the community for at least the past 20 years that I've known him. He has been demonstrating letterpress at every relevant event for as long as I can remember – the annual Rocky Mountain Antiquarian Book Fair, myriad Book Arts League events, various craft expositions, as well as many community events.

Enthusiasts of the book arts have always been a tight and dedicated group. However, interest in these traditional arts and crafts has grown in the past few years as digital output has become the norm in everyday life. It follows the trend of renewed interest in urban gardening, knitting and other useful crafts; knowledge ignored for a generation and now rediscovered. As a bookbinder and book conservator in the metro area, I can testify to the crossover interest in these related arts and crafts.

The depot has the potential to be a venue for a variety of book arts related workshops. I hope the city will take advantage of the opportunity and foster collaboration with the school system so that students can take be exposed to this celebration of traditional letterpress, which combines literacy, art, craft and history. The potential is enormous.

Sincerely,

Karen Jones

Diane Wray Tomasso
Historic Preservation Consulting

2907 South Elati Street
Englewood, Colorado 80110
Phone 303.552.8254

Email

February 5, 2013

VIA EMAIL

Tom Parson
Now It's Up To You Press
157 S Logan
Denver, CO 80209

Dear Tom,

I was very excited to hear that you are offering a proposal to establish a working museum of letterpress printing in the old Englewood train depot. It offers a wonderful opportunity for the larger community to benefit from your extensive collection of presses, type and printing equipment, and your years of expertise and national reputation for printing demonstrations, workshops and internships for people of all ages and abilities.

As I work just a few blocks from the Depot, and due to my long-time interest in Englewood and Colorado history, your proposal is especially close to my heart. I recently wrote a successful National Register nomination for the Englewood Post Office at South Broadway and Floyd on behalf of the City of Englewood. I would be happy to offer any historic preservation consulting on a pro-bono basis that can aid and advance your project in any way, including grant-writing for capital improvements and to secure funding for the education programs that are so essential to your mission.

I have also been a fan of letterpress printing since my college days, taking classes at the Bowne Printing Museum, South Street Seaport, New York City, and working with wood engraving and letterpress at the Sander Wood Engraving shop in Porter, Indiana.

I believe that your proposal is very timely, given that letterpress is undergoing a dynamic revival in the hands of a younger generation. Your program will allow both novices and long-time devotees to learn and practice letterpress in a cooperative setting, without the capital necessary to purchase the increasingly rare, heavy and cumbersome equipment required.

I would love to participate on an advisory group or board, be involved in designing workshops and, especially, to be a driving force in the preparation of permanent and temporary historical exhibits on the history of printing, the Depot, Englewood and other topics of interest, including gallery shows of work produced at your Depot letterpress facility. I would also like to ensure that Depot events include children, if possible through school field trips, and seniors.

Please feel free to call on me for any assistance that you might require.

Regards,
Diane Wray Tomasso



abecedarian gallery

910 Santa Fe, #101
Denver, CO 80204

Alicia Bailey - Gallery Director

www.abecedariangallery.com
720.282.4052 or 303.340.2110 (cell)

25 February 2013

RE Sale of Historic Property-Englewood Depot Proposal – Request #RFP-12-124

To Whom It May Concern:

I write in support of Tom Parsons' proposal to acquire the above mentioned property for the purpose of developing a living museum of letterpress printing, typography, design, poetry and art.

Tom Parsons is an area resident that I, along with countless others, think of as a valued living resource. He has long been the 'go to' person for those interested in pursuing education or project development utilizing letterpress in the Denver metro area. His support of the form in general alongside his support of individuals also interested in the form are generous of spirit and ongoing.

The Denver metro area is one of the few cities of its size in the US that does not have any sort of letterpress or book arts center, either affiliated with an educational institution or otherwise. This has long been a source of consternation to those of us whose activities touch on this creative form – such activity includes literature, visual arts, design and publishing. The City of Englewood's continued support of creative endeavor make it a logical site for this endeavor.

Sincerely,

Alicia Bailey

Ray Tomasso B.F.A., M.F.A.
Inter-Ocean Curiosity Studio
2905 S. Elati St.
Englewood, CO 80110
303 552 8256

February 25, 2013

Tom Parson
157 S. Logan St
Denver CO 80209

Dear Tom,

It gives me great pleasure to add my support to your vision of a living / working printing museum at the Englewood Depot.

I am well aware of the abilities that you bring to this project, having worked together over the last 30 years on projects ranging from recreating an 1850s working print shop and paper mill for the Oro City festival in Leadville, to co-chairing the organization of speakers and demonstrations for the Brad Rogers Bookbinding group.

I am also aware of your commitment to research and openness to freely sharing your expertise with individuals that are just starting out and want to learn letterpress printing.

I look forward to the new community of people and energy that you will bring to Englewood on a local and national level.

Please do not hesitate to contact me if there is any assistance that I can provide to this important project for Englewood.

Sincerely

Ray Tomasso

Former: President of the International Association of Hand Papermakers and Paper Artist
Englewood City Council Member representing District 1
President of the former Englewood Historical Society
Board Member of Englewood Arts



A nonprofit organization dedicated to the arts of the book

PO BOX 1544, BOULDER CO 80306-1544
WWW.BOOKARTSLEAGUE.ORG

20 February 2013

City of Englewood
Englewood Civic Center
1000 Englewood Parkway
Englewood, CO 80110

Attn: City Council

Dear Council:

As a young and accomplished poet, Tom Parson became interested in publishing his work and the work of others, an interest that led him to a discovery of the traditional art and craft of letterpress printing. He immediately realized the lore and the tools of this ancient craft were swiftly vanishing, and he began acquiring printing presses, metal type, and other tools of the book arts. In addition to an extensive collection of poetry, Tom in time also built an impressive collection of books about books, especially printing, and an aggregation of antique presses and rare metal type that few individuals possess.

Tom never lost sight of his interest in putting these traditional printing techniques to use, and in time became an expert craftsman, both practical and artistic. Never content to merely be a collector, Tom has tirelessly shared his hard-won knowledge and experience with other artists and craftspersons. With a gentle sense of humor, a natural generosity, and some of the instincts of a showman, Tom is an effective teacher, inspiring young book artists and encouraging experienced ones alike.

The Book Arts League has been most fortunate in benefitting through the years from Tom's encyclopedic knowledge, his excellent camaraderie, and sometimes, his physical labor. We do not believe we exaggerate when we say that Tom Parson is a cultural resource.

Sincerely,

President,
for the Board of Directors

5750 South Bemis Street
Littleton CO 80120

February 25, 2013

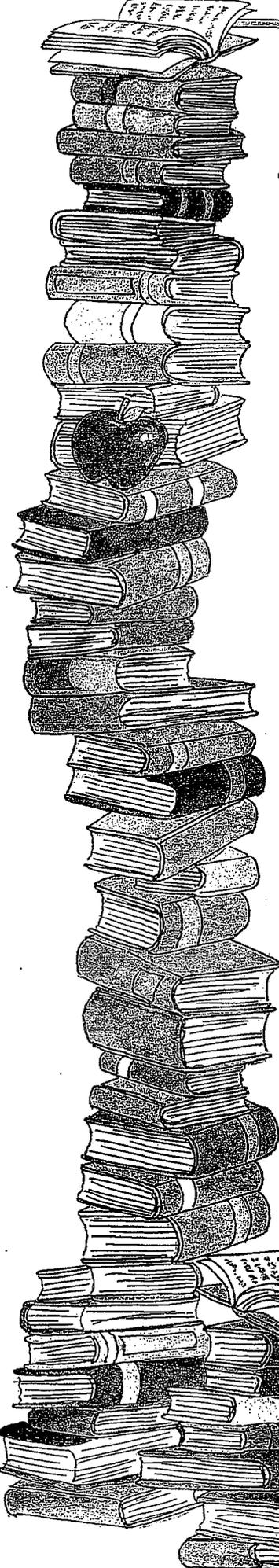
Dear Englewood City Council, Planning/ Historical Preservation Committee:

I am sorry that I do not know the exact title of your committee, but I do know that you have an extraordinary opportunity before you: Tom Parson's proposal around printing and so much more.

I'll now tell you three stories that, so I hope, will advance Parson's cause. He contacted me about his vision for the old rail station several weeks ago. My reaction was so over-the-top (too exuberant?) happy, spontaneous, so much so that I said to myself after our conversation, take your pulse Richard---I was over the moon hearing Parson's plan and wondered whether this could be true/possible.... But yes, I concluded, it's possible because of support of such enthusiasts such as me.... Now the stories: I immediately offered Tom Parson my 1831 iron Washington Press and also other presses, together with my (priceless?) collection of books on printing history. That's the first story. Second story: For several years, I met regularly with the Curator of Printing at the Smithsonian in Washington, D.C.---she now retired---and I regularly teased her that my Washington press is better than hers in the Smithsonian press---I had several wonderful "donor" lunches with her at the Smithsonian as a result. And thirdly, the first book of Mormon was printed on a press such as mine, and my press was once going to be the centerpiece of a museum in Salt Lake around the history of Mormon printing.

The upshot here: My presses and books aside, I hope you can sense my enthusiasm for Parson's plan....In addition, Englewood has a history of small-shop, self-proprietor, printers (history to be shared), and of course too, Englewood school children will benefit mightily from the hands-on (vs. video games) of setting type and printing from it. I'm a teacher and know too well that kids, particularly Middle Schoolers, nowadays need more real, hands-on stuff.

Respectfully,
Richard Kelly
303-797-0602



*Jana L. Clark
765 South High Street
Denver, CO 80209
303 777-3606*

Re: Tom Parson's proposal:
The Englewood Depot: *a living museum of
letterpress printing, typography, design, poetry & art
– all destinations!*

I write this note in support of Tom Parson's proposal for the Englewood Depot. I have known Tom for fifteen years. As the former chair of the Creative Writing program at the Denver School of the Arts, I had various opportunities to work with him. A tour of his letter press printing operation inspired me to talk to my students about the art of print making and the possibilities of self publication. Tom was kind enough to find the time to mentor students interested in this hands on approach to language. One of those students eventually attended Pratt Institute in New York city and majored in paper making.

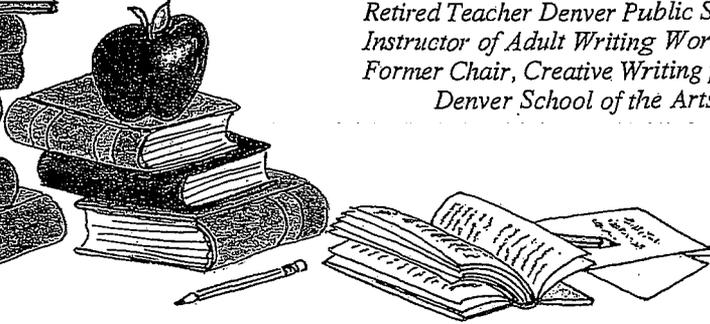
This is a life long passion of Tom's, and he is an inspiration to young and old. His generosity with his time and talent is amazing. He has kept an ancient art alive in a time when we are often looking only for the newest gadget or device. His shop is a history museum where one looks at the past, but operates in the present. Nothing is more exciting than seeing one's words in print—and especially if you have had the opportunity to set the type and lay out the finished product yourself.

I believe we all crave a chance to create in a world where everything is done for us even before we know we want it. This proposal for this unique building would satisfy many a craving by today's hungry artists.

I, personally, look forward offering and participating in writing classes for youth and adults in a place where we could follow our words from inception to print.

Jana L. Clark

*Retired Teacher Denver Public Schools
Instructor of Adult Writing Workshops
Former Chair, Creative Writing program,
Denver School of the Arts*



Tom, here is my contribution to your proposal. Thank you for including me as a cohort!

There is a need for a Denver living letterpress museum as not all of us with an interest in printing wish to purchase a press that requires professional moving and floor reinforcement, myriad drawers/cases of heavy, hard-to-find type, and all the odds and ends needed for printing. I may have 3 or 4 small projects a year, and at the moment must drive to Lafayette to the Book Arts League shop or ask Tom if he might let me use his press and help me in that use of it.

I'm guessing I met Tom Parson and learned of the Book Arts League back in the mid to late 1990's. I also worked a brief time at Paper Pleasures, and Tom did printing jobs for Alice, the owner. I have framed pieces of printing in my home, and they are all by Tom. As a member of BAL, I have taken a couple classes over the years, and Tom's one-day class last summer on June 23 was one of the most helpful as an introduction to printing. I have also been to a few small events or parties at Tom's home and backyard workshop. Nearly all the BAL classes are held in Lafayette, which is a good 45 minute drive from Denver.

It would be nice to have access to all the fine examples of printing Tom has collected to get ideas for current projects. Having it all in one place at the Depot would be great. I have seen bits and pieces at Tom's house and backyard shop, but both are cramped and lacking good showcases and storage, even good places to sit and look and take notes. Tom also has an impressive accumulation of type that could use better space. I'd be interested in a workshop on historical kinds of printing; it's only because I have a background in poetry do I know what a broadside is, but how do other people learn this? What are the names of projects that can be printed on paper or cardstock, and are you limited to printing on paper?

Yes, I would have an interest in future membership at the Depot; "keep me on the mailing list."

Yes, I have an interest in learning more about printing and to have access to equipment.

Yes, I would be willing to participate with an advisory group for the project.

Dorothy Tobe of Bluehearse Salvage.
2081 S. Gilpin St. in Denver, CO 80210.
, (720) 394-7344.

To:
Subject: Letterpress Proposal for the Englewood Depot for
The Tom Parson Project
From: Rebecca Rozales

Sent: Friday, February 08, 2013

Dear Sirs/ Madams

My name is Rebecca Rozales I am a community artist for thirty plus years, I teach painting and drawing in my studio and I am a graduate of Metropolitan State University of Denver. I have had the support Tom Parson in the arts and have had the honor of working with him in accomplishing my creative goals. The Tom Parson Project would be a wonderful and workable operation that would bring a community closer to achieving a viable creative force that would grow and flourish under his guidance. As an Artist and a Latina I have seen first hand how Tom Parson has given a "hand up" and demonstrated his humanity and thoughtfulness toward people of color and all people who are willing to work toward a positive goal. It would generate a lasting effect on all age groups within a creative environment directed by Mr. Tom Parson.

The Historic Train Depot, in Englewood, Colorado, was relocated to new foundation in 1994. There the City is now offering the building for sale. As a community Artist the request for proposals for creative development and adaptive re-use of the building by The Tom Parson Project would be a positive outlet to experience our creative self.

I would like to thank all participation and support involving a more creative Colorado, And your support in the Letterpress Proposal for the Englewood Depot for the Tom Parson project.

Sincerely,
Rebecca Rozales Artist



12625 Monarch Court
Lake Ridge, VA 22192
February 5, 2013

To Whom It May Concern:

I am writing to voice my strong support for Tom Parson's proposal to turn The Englewood Depot into a living museum of letterpress printing, typography, design, poetry and art.

I met Tom in 2011 on a trip to Denver to visit a friend. I was immediately intrigued by his love of the letterpress and taken in by his enthusiasm for the art. I wasn't expecting to be able to print myself during this brief visit - but to my surprise, an hour later, we were knee-deep in my first printing project.

It's impossible to spend time with Tom in his studio and not become a letterpress devotee. It was fascinating to see the different presses he has in his collection - from the 1800s through the 1960s. Each drawer or box of typeface hides its own history - and with his studio filled from floor to ceiling, that's a lot of history! Tom stayed up into the wee hours of the morning with me looking at and explaining the different typefaces and evolution of font styles. (I think Tom is one of the few people on earth to have in his collection, among other things: antique typecuts of chickens, steamrollers, pots and pans, hoopskirts, feathers and a drunk man hanging on a lantern.)

In his teaching, Tom's love of all things historic is obvious (which is why such a location like the Englewood Depot would be perfect for this). He's carefully preserved collections of letterpress from those that have been donated to him, as well as going after extremely rare items on eBay. He also has an extensive collection of books on the subject to supplement his oral histories.

A short visit to his workshop on South Logan Street in Denver will assure you - there aren't many letterpress printers left in the country like Tom (and if there are, Tom knows them through his work in the tight-knit printing community).

When it came time to think about my wedding invitations in 2012, I was honored to work with Tom in designing them. After our time together in his studio, I knew I wanted a "vintage feel" to the invites, using some of the antique typeface from his collection. With very little input from me, Tom designed exactly what we were looking for. We received so many compliments on the invitations - and

with each compliment came an opening to introduce a little bit of the history of letterpress that I had learned from Tom.

It's this sort of learning that will keep the art form alive - people engaging with masters like Tom and getting firsthand experience. I am confident that the Englewood Depot would provide that opportunity for people from around the country.

I wish I could have printed this letter of support with letterpress, but unfortunately, there aren't too many workshops left. The Denver area is lucky to have Tom - and the opportunity for Tom to teach the next generation of letterpress lovers.

I have an album of photos from the first part of our printing lesson here (<https://picasaweb.google.com/sarahclune/November102011>).

Please do not hesitate to contact me if you have any other questions or concerns.

Many thanks

Sarah Clune Hartman &
Robert Hartman

+1 (301) 706-3502



In a message dated 1/28/2013 10:40:52 A.M. Mountain Standard Time,

writes:

Hi Tom,

- a) I approve of your proposal and am very excited/interested in helping this come to life!
- b) You and I met through John Horn. He gave me your email, and I contacted you about getting into the letterpress industry in the Denver area. During the Summer of 2011 we met fairly regularly. You showed me your extensive press and type collection, and eventually you were able to connect me with a small hobby letterpress collection I could purchase.
- c) I currently work at a Craft-oriented industry and am locally connected to many local artists in the Denver area. I personally would love to utilize "The Depot" for my own interests and research—additionally, be a "one-person street team" to get the word around of this lovely resource.
- d) I would be interested in organizing exhibits with local printers and potentially teaching future workshops.
- e) Please keep me on the mailing list and let me know how I can help.

Best,
Lisa (Ly) Pohlman

--
Lisa Ly | 712 250 0529
Designer |
Twitter | [@lisa_ly](#)

A SMALL SAMPLING OF ENTHUSIASTIC RESPONSES & IDEAS

I like this idea—very much. Your letterpress materials, your library, are remarkable and the idea of those as the core of a printing and literary arts center in Englewood gets my attention. I've lived in Englewood for 23 years and am aware of the Depot building's historical status; this would be a unique and productive way to use that space.

Chris Ransick, *Lighthouse Writers Workshop; Denver Poet Laureate 2006-10; Englewood resident*

This is a fabulous idea, and I would like to be involved. The depot is pretty much in my neighborhood; I pass it several times a week, and would love to see it turn into something vital and cultural for the community. I would also donate my poetry book collection. I would be interested in creating poetry readings, and teaching/facilitating workshops which I have done at CFU [Colorado Free University] and at some poetry festivals.

Jimi Bernath, *Poetry Organizer – Englewood resident*

Tom, AIGA Colorado would love to support this project. I forwarded your email to Elysia Syriac the resident of AIGA and she sounds very excited.

Ed Popovitz, *AIGA (American Institute for Graphic Arts), teacher at Art Institute of Colorado/Denver*

Your proposal for a working Printing Museum is very exciting, and I would like to add my name to the list of interested supporters. As you are aware, there are only three major Museums in the US which are focused on Printing; Carson (Los Angeles) CA, Houston TX, and N. Andover MA. I am on the Board of Directors of the Museum of Printing in N. Andover MA and so have some experience with Printing Museums. I would be happy to offer any assistance I can to help you get this up and running.

Bill Whitley, *Printer, on Board of Museum of Printing, N. Andover MA – Fort Collins*

Looks great... wondering if there is a way to tie in with the Littleton Historical Museum - they do a summer camp where kids learn life in the 1800's and they do (or used to do) a newspaper on an old press. Mark and I both did their summer camp about 40 years ago, and it's still going on. You totally have my support!

Susan Rogers, *Vice Chair, Denver Democrats*

Wonderful! I can be listed as a supporter. If you put picnic tables outside could be good field trip venue. Fundraisers! Art night like Santa Fe?

State Senator Irene Aguilar – *Senate District 32, Denver*

Here are a few ideas of how I might connect and make use of this resource, the Englewood Depot:

- Take my college art students from Regis University to learn about letter press and its history
- Have my students exhibit their artwork (prints) at the center
- Teach a print making class in conjunction with my students
- Teach workshops to other students about printmaking
- Exhibit my artwork at the center (prints)

Best of luck with your proposal!

Tony Ortega, *Artist; Associate Professor, Regis University - Denver*

Tom: Love your idea. I will chip in \$500. a drop in the rain trough.

Dennis Gallagher, *Denver City Auditor, calligrapher, teacher at Regis University*

I could see Lighthouse partnering to help offer/participate in classes, workshops, and maybe even readings there. I know many of our folks would be interested in learning about the process of chapbook making and broadside creation. Just let me know how I might be of help!

Michael Henry, *Executive Director, Lighthouse Writers Workshop - Denver*

This is a rock-solid idea. I can't think of a better location for such a concept! Please let me know if I can be of any assistance. I love the idea. I'm sure between you and your connections you have more than ample supplies of type and whatnot, but I have a lot of metal type I could donate and a few pamphlets on presses I recently acquired. And some other "stuff" of which I have no idea what it is and could be of at least, historical value.

Brian Wood, *printer, Dogs and Stars Press - Lafayette*

This is an exciting opportunity. I would be interested in an advisory board commitment and in learning more about how we could potentially utilize the facility.

David Sandusky, *printer/Designer, Idea Chic - Denver*

I would completely use this to continue to learn printing on my own or through workshops that were provided and have access to equipment. Cheers!

Breanna Doll, *Owner, Anna Be Bridal Shop, client - Denver*

This is fabulous. I'm excited and hope to be involved however I can be. I was an art history major and always wanted to learn printing and have always had an interest in typography.

Mary Brice, *former Executive Director, Colorado Institute for Leadership Training*

I currently work at a Craft-oriented industry and am locally connected to many local artists in the Denver area. I personally would love to utilize "The Depot" for my own interests and research— additionally, be a "one-person street team" to get the word around of this lovely resource. I would be interested in organizing exhibits with local printers and potentially teaching future workshops.

Lisa (Ly) Pohlman, *Designer - Denver*

Tom Parson has contributed tremendously to my artistic development as a poet and as a printer. When I first met him in 2007, he welcomed me in my exploration, just like he has for many other artists, students, and interested parties in the community. I'd be willing to volunteer for events and to help.

Brian Dickson, *Assistant Professor of Developmental English, Community College of Denver, poet, printer, Poor Man's TV Press*

Bravo, Tom! A great proposal for the old Englewood depot, and your experience and qualifications are unassailable. Go for it; good luck

Sky Shipley, *Skyline Type Foundry - Prescott, Arizona*

I'm so excited about your project because I see a giant potential in the development so this living museum, something the Denver area is in need indeed. Let me know if I can help from my photo studio which, by the way, could work in several projects side by side with the letterpress museum, because I'm working in the development of the Antique Photography Studio, where antique historic processes are used today. Best of luck with this beautiful project.

German Murillo, *Photographer - Denver*

I wish you success with the proposed letterpress museum in Englewood.

Ken Faig, *The Fossils: Historians of Amateur Journalism*

Great idea! I love the idea of bringing together an historic building and an historic use that will be of benefit to the Englewood community and the Metro area as well. A museum and workshop of typography and hand press printing is certainly unique and a wonderful educational tool in this era of electronic everything...I could see myself, a poet and artist, taking a workshop there. I could also help organize a reading and/or exhibit.

Vicki Rottman, artist, historical architecture guide, helped save the Littleton train depot - Denver

The whole thing sounds great! I will be willing to do a reading and workshop for poets or for kids, etc. I know it will be great for you, for movable-type printing and its history and historical legacy, as well as for all printers, poets, writers, anyone who visits or uses your facility, and for all-embracing community service at large.

Dick Bakken, *Poet - Bisbee, Arizona*

Great idea! Let me know how it is proceeding and how I might lend a little support.

R.Scott English, *painter, artist - Littleton*

I would like to help. If there is room on your advisory group and/or any other way I might be useful. Having seen your work and your workshop, I can well imagine what wonders you can bring to the old depot. Very exciting concept and this seems like a most appropriate and auspicious time to begin your project. The Very, Very Best of Luck!

Ray Ehrenstein, community activist - Denver

Tom, this sounds great. I have a tray of Chinese letterpress type that I have been trying to find a good home rather than recycling as metal. I used to translate and typeset in Chinese when I owned my graphic design and printing companies. My businesses burned down in 1993. The typewriter melted but the many boxes of type survived. Could never just put it in the landfill. Would you like to have it?

Stella Yu, *Executive Director, Arts Street - Denver*

I think your museum idea sounds wonderful! If you need any promotional photographs I am happy to photograph the building, your equipment, etc. Have you considered showcasing posters for local events, especially those that use analog typography?

Mike Aubrey, *Chief Operating Officer, immunology lab & photographer - Aurora*

MORE LETTERS OF SUPPORT

Tom Parson has been a central figure in the Colorado and local Denver letterpress community for three decades. He has helped me immensely in the process of getting my own hobby shop set up. He is knowledgeable on many fronts --- printing history, technical advice, maintenance, design ethic and the traditional printing craft. He specializes in typography and has probably the only running Monotype casting machine in the state, which is used to produce single pieces of type. He is a steward of equipment and the almost-lost art of traditional letterpress printing. His love and passion for the topic, and his personable teaching style, has been an inspiration to myself and many younger people getting interested in graphic design. I am fully supportive of his desire to open a printing museum and shop in Englewood, using the old depot, and I believe it will be a well-regarded community resource for many many years to come.

John M Jenkins, *Oak Root Press – Fort Collins*

The depot project presents wonderful opportunities. The history of print is a great basis for a museum. The ways in which print and printing technology touch on all aspects of society presents an infinite number of possible exhibits, dealing with historical matters, to the arts, to innumerable issues, as reflected in communication technologies of the past present and future. Ideally, the grounds upon which the depot would be situated should be spacious enough to allow for both attractive landscaping, and exhibits which might not fit within the boundaries of the limited building space. I personally am enthusiastic about the proposed educational uses of the space. I would love to learn about various printing processes. Best wishes.

Daniel Lowenstein, *Artist – Denver*

I met Tom Parson in August 2011 when I was traveling with my Moveable Type mobile letterpress truck. I visited his studio and was *blown away* by how much rare equipment, type, and printed matter he had stuffed into his tiny shop. It would be so great to give all this stuff room to breathe, so it could be appreciated and experienced by the public. I believe that a "living museum of letterpress printing, typography, design, poetry and art" would be such a valuable resource and a great use of the Englewood Depot. It would be a treasure. I am a letterpress printer now based in New Mexico. While I'm not exactly local, I would still personally love to come up to Englewood and do an artist's residency at the Depot... I've been wanting to work with Tom's type collection ever since I first saw it! I would also be interested in bringing my Moveable Type truck back and doing events and workshops at the Depot.

Kyle Durrie, *Power and Light Press*

What a wonderful, ambitious, interesting, do-a-ble project. I want to offer my enthusiastic support. The Colorado Calligraphers' Guild is always looking for places to hold workshops. If your proposed workshop space would hold us, we would be delighted. I am currently the workshop chair. I would love to take workshops and would be willing to teach calligraphy, paper arts, book structures and how to play with paper. When I had my paper store Paper Pleasures you were my letterpress printer. You held demonstrations, produced beautiful invitations, helped encourage the book arts and were very helpful to me.

Alice Turak, *Book Artist – Denver*

Your proposal to develop The Englewood Depot into a living museum of Letterpress Printing, Typography & Art, is a great idea! You have been the main printer for most of my letterpress projects since I've been designing in Denver over the past 4 years. If there was a location that offered use of letterpress machines, I would be able to increase my hands on knowledge of letterpress printing and would be able to grow my business by doing my own printing rather than hiring other commercial printers. I can see many personal & business opportunities for me to use the museum, I could hold classes on invitation making, workshops around printing your own wedding invitations and other paper related bridal details...I am just SO excited for you and the possibility of the Denver area having a letterpress museum!

Kristen Jackson, *CryBaby Ink - Denver*

I think that the working museum is a wonderful plan. I would find it super useful. Working with you as an intern has been a very interesting and productive experience. I hope that your proposal goes through so that it may widen the possibilities and opportunities with the community. I have found the research, design work and use of the amazing letterpress machines to have been a privilege... I would like to volunteer in any way if you need it. And I would like to participate in and/ or lead any literature, research, art, design and/or letterpress projects and/ or events if your proposal for the depot goes through.

Dianne Dionson, *Student/Intern - Metropolitan State University of Denver*

4/27/2013

To whom it may concern:

This is a letter of support for what has been titled "The Englewood Depot: a living museum of letterpress printing, typography, design, poetry and art". It is also an endorsement of Tom Parson whose name can not be mentioned with out a reference to letterpress printing. Whether at a letterpress workshop, demonstration for children, working with someone who was trained with Tom or creating personal, one of a kind letterpress postcards, Mr. Parson's reputation precedes him. Also his dedication to his art, community and family are well known and appreciated by all who come in contact with him.

What an opportunity! This proposal for a comprehensive Letterpress and art facility in this vacant building with such historical significance is a perfect marriage of art and business. Letterpress has emerged as an art form since it's demise as a commercial enterprise. This hands on craft has a quality and aesthetic that is still in demand today. Tom Parson has helped me create wedding invitations, art post cards, and posters that were collector's items the moment they came off the press.

As an teacher in Boulder Valley Schools, I teach printing in this original form, and as an artist have retained Mr. Parson's expertise in a linoleum block and print broadside (poster) project.

This sounds like serious fun! Let's get to work.

Michael Wojczuk

MORE EMAILS & LETTERS OF SUPPORT, ONLINE COMMENTS RECEIVED FROM:

Margaret Atencio, *Community Activist –Denver*
Linda Bevard, *Editor – Denver*
Allison Bozeman, printer, *Bird Dog Press –Lyons CO*
Kathleen Cain, *Writer/Editor - Denver*
Judith Cassel-Mamet, *Mixed Media Artist –Denver*
Mike Cerbo, *Executive Director, Colorado AFL-CIO*
Tuni Chatterji, *Client*
Chris Citron, *President, Friends of the Mayan [Theater]*
Nicole Cronin, *former printing student*
Sandy Doe, *poet, Professor, Metropolitan State University of Denver*
Patricia Dubrava, *poet, retired Spanish and creative writing teacher – Denver*
John Ewing, *Jazz Drummer – Seattle*
Elizabeth Feldman, *Senior Credit Officer, CoBank – Denver*
Roseanna Frechette, *Yoga Instructor - Denver*
Alec Garnett, *Executive Director, Colorado Democratic Party*
Patricia Gordon, *artist, Vango Graphics - Denver*
Janet Hartman, *community activist*
Alicia Hayes, *Freelance Writer – Concord NH*
Steve Heaver, *Hill Press – Baltimore*
John Horn, *Printer – Roland, Arkansas*
Paul Hunter, *Printer/Poet/Publisher – Seattle*
Vivian Jean, *Co-Owner Boulder Arts & Crafts Gallery; Board of Directors, Book Arts League*
Bob Kalish, *Central American Travel Exchange – Denver*
Julie Kronenberger, *Paralegal - Denver*
Guillermo Lazo, *Poet, Insurance Agent - Denver*
Eliot Lewis, *Lewis Consulting – Denver*
Cindy Lowery-Graber, *Attorney, former Chair, Democratic Party of Denver*
Ellis McFadden, *Community Organizer – Denver*
Alicia McKim, *Rocky Mountain School of Design, calligrapher, bookbinder, printer*
Karen & Sam Morrison, *printer, Victor Trading Company – Victor CO*
Nicole Nichols, *Photographer – Denver/New Orleans*
Phil Normand, *Owner, Normand Design-Denver,*
Sallyanne Ofner, *President, Levelese – Denver*
Lauren Oliver and Jefferson Parson, *Relatives, sculptor, musician – Garberville, CA*
Bill and Polly Parson, *Relatives, Professor of Bio-Chemistry - Seattle*
Synthia Payne, *Adjunct Prof., Digital Media Studies, University of Denver*
Fermin Perez, *Student/ Intern, Metropolitan State University of Denver*
Carolyn & Les Reed, *Poets - Denver*
Alicia Rodriguez, *Editor, printer -Grand Junction*
Marcella Saenz, *Southwest Denver Community Garden*
Kristen Schenck Jackson, *Client, wedding design – Denver*
Rita Simas, *Board of Directors, Arts Street - Denver*
Mary Ann Strassner, *Editor - Denver*
Kayla Swenson, *Elementary teacher, Denver Public Schools*
Peter and Donna Thomas, *Book Artists - Santa Cruz*
Pat Wagner, *Owner, Pattern Research (library consultants) – Denver*
Gail Watson, *Printer & County Commissioner, Gilpin County*
Jason Wedekind, *Printer/Designer – Denver*
Bob Williams, *Inventor of Book Darts*
Elizabeth and Matthew Winheld, *Sweet Letter Press – Boulder*

Dear Mr. Ashley, Mr. Parson, and Ms. Seles

Thank you so much for coming to our school and teaching my fellow fifth graders and I about printing presses and calligraphy. I know we all appreciated it very much. I learned all about how to operate a printing press, and how to use calligraphy pens to create beautiful signatures. I enjoyed all of these activities very much, and hope that you will come back for future fifth-grade classes and have them enjoy it as much as I did.

Once again,

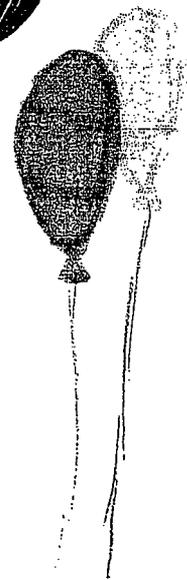
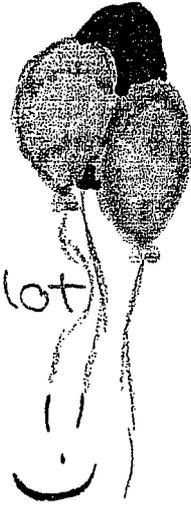
thank you

Dear Mr. Ashley, Mr. Parson, and
Ms. Seko,

Thank you so much for
taking time out of
your busy schedule to
come and visit us at
Ebert. I really learned a lot
about printing and
stamping. It was great
to practice calligraphy
with a professional!
I thought it was so
cool to use the real
things to print!! I
was really inspired
after our short hour
together.

- Ruan Bronson

Thank
you!!



Dear Mr. Parson,

I really appreciate
you coming in to teach
us how they did
copying in colonial
times. It was
really fun. Thank
you.

Sincerely,

Dear Tom Parson,

02/13/08

Thank you very, very much for teaching me to use an old fashion press. I will keep the saying I printed forever as a remembrance of you. I really enjoyed learning to use a press. Thank you again.

-Lydia Davidson

Dear Tom Parson,

02/13/08

I thought it was so
amazing how they did the
printer it was so clever
that they had the wheel of
ink and how it spun each
time! They were so clever
back then I thought that
it was great that it
was... so easy to do! It
I must have gotten harder but
I still had a really really
good time.

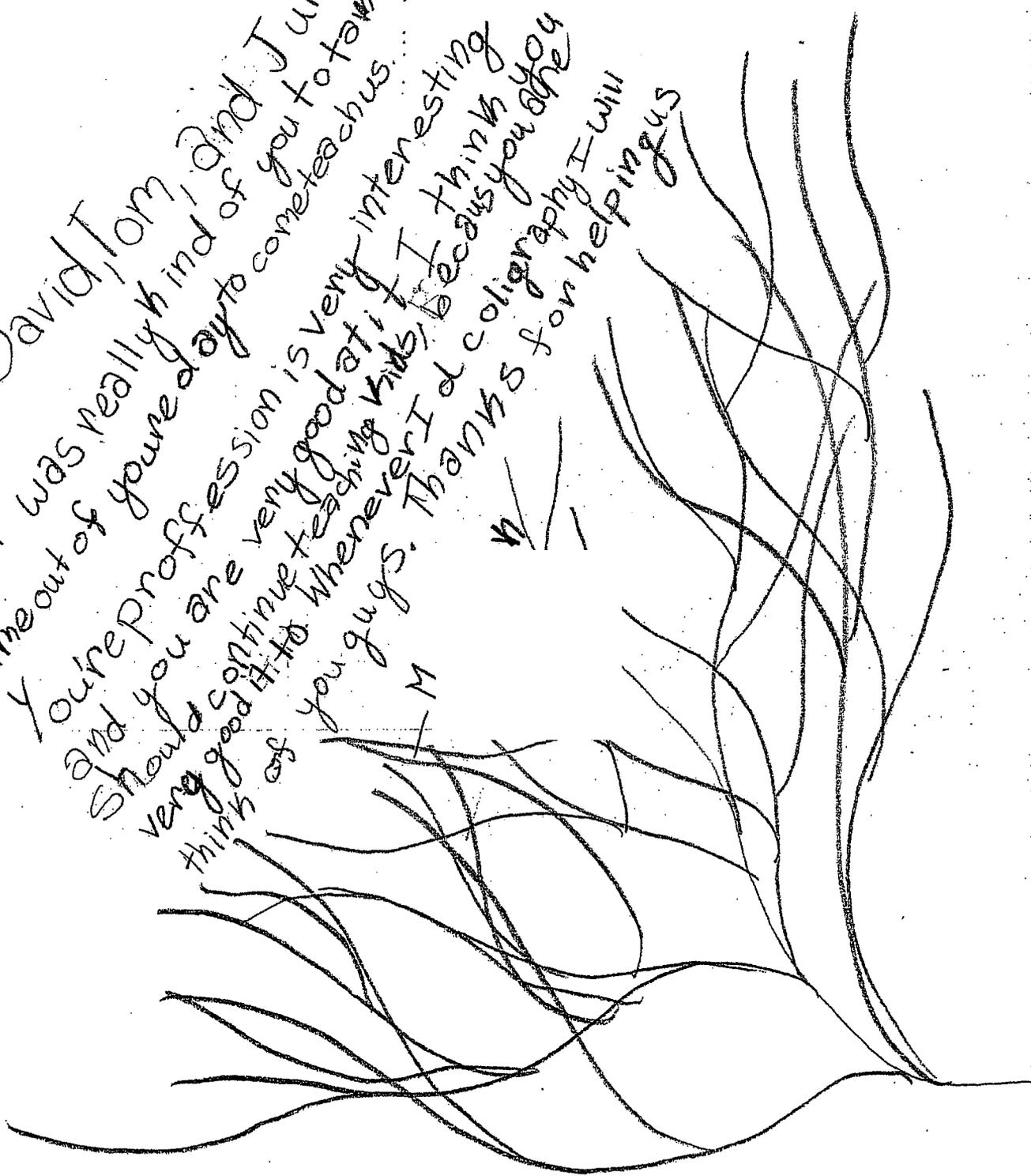
From your friend,

Dear

David, Tom, and Julia
That was really kind of you to take
time out of your day to come teach us.

You're profession is very interesting
and you are very good at it. I think you
should continue teaching kids because you are
very good at it. Whenever I do a biography I will
think of you guys. Thanks for helping us

T M



Dear Mr. Ashley, Mr. Parson and Ms. Seko,

I really enjoyed you all coming in to teach us calligraphy and printing! You left me wanting to learn more about this old art as well as some interesting knowledge. It was a wonderful experience which allowed me to travel back in time to the dawn of writing with Mr. Ashley, and then learn how it evolved into print with Mr. Parson and Ms. Seko. It is an amazing art, and you all do a beautiful job. I hope you continue to give other kids this opportunity - I'm sure they'd enjoy it as much as I did!

Sincerely,

Thank
You!

CELEBRATE

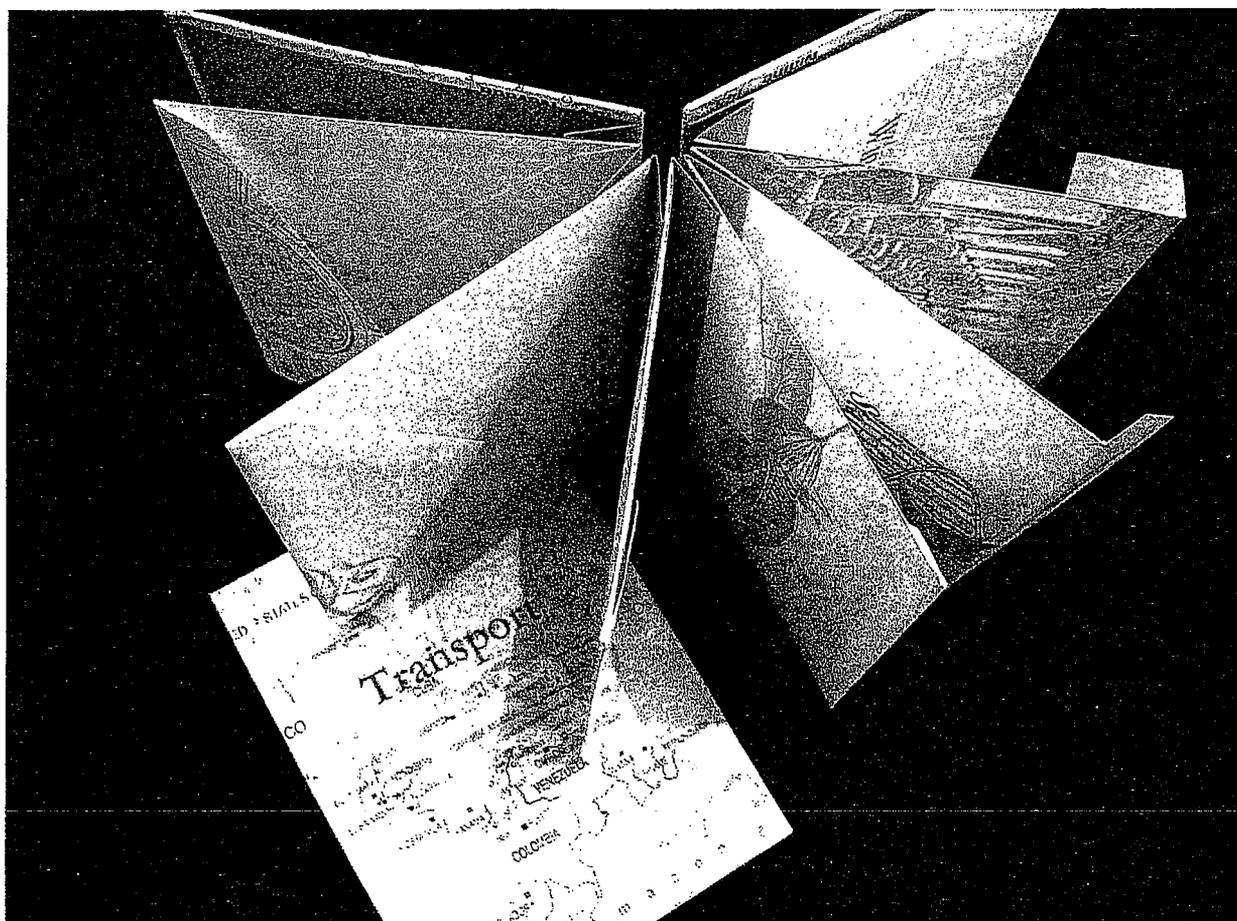
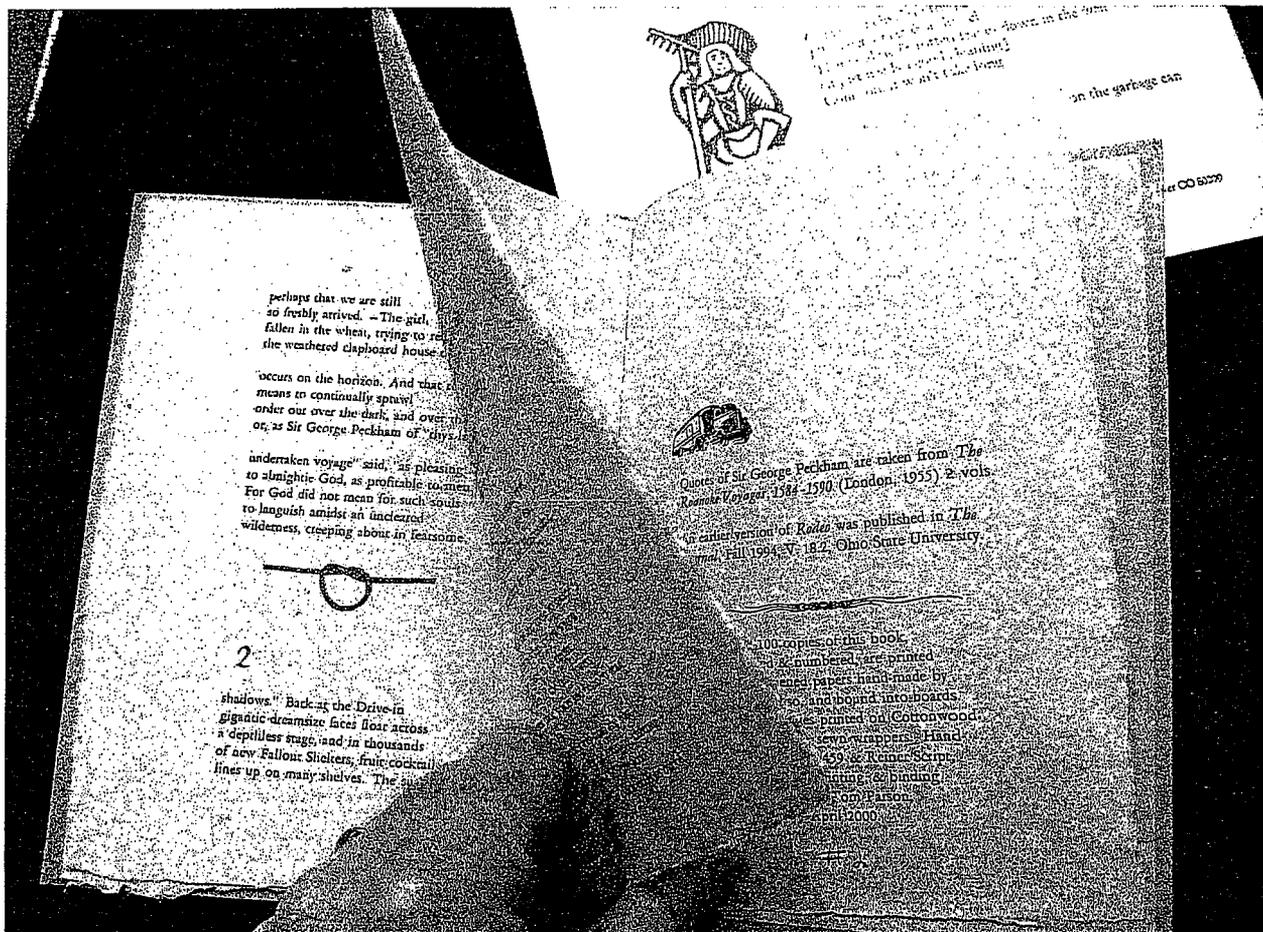
THE DEPOT

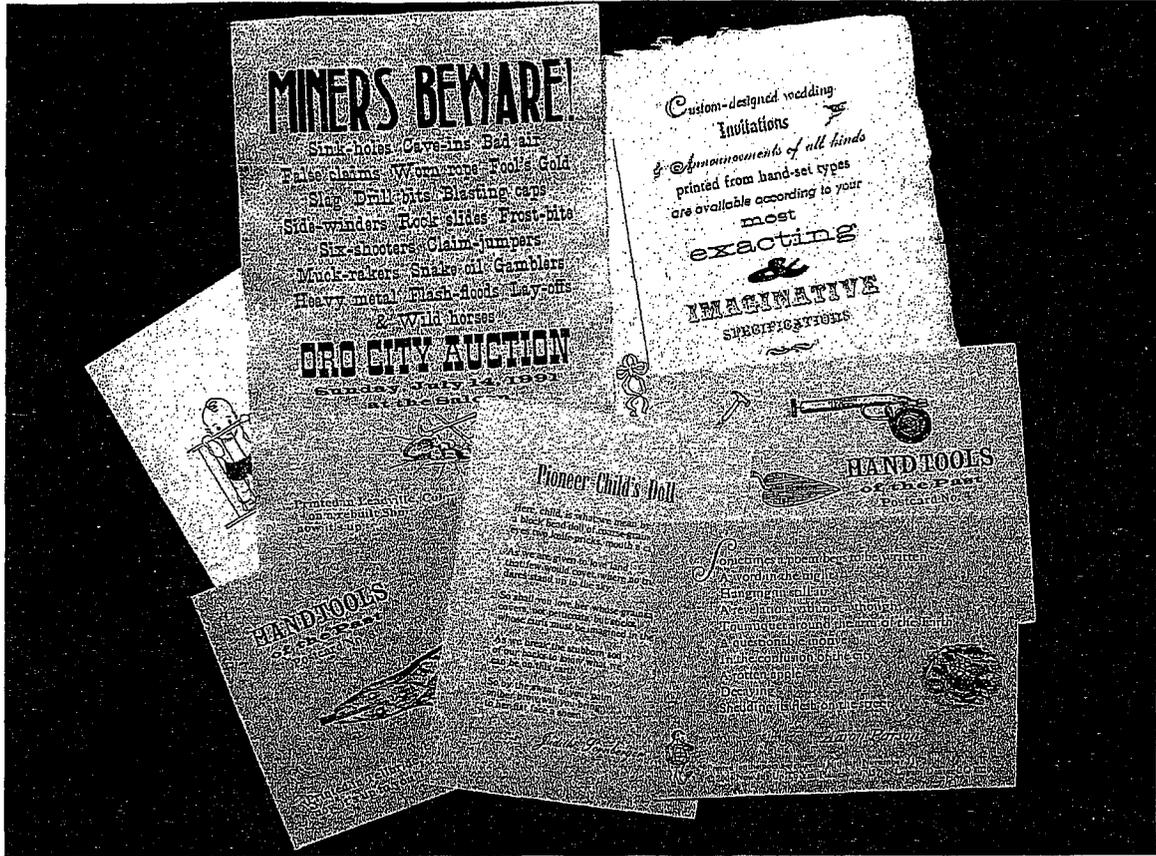
6 line Egyptian Clarendon Ornamented wood type
48 point Samoa metal typecasting
8 line Egyptian X Condensed wood type

APPENDIX Contents:

- Printing Samples









RESOLUTION NO. _____
SERIES OF 2013

A RESOLUTION AUTHORIZING THE CITY OF ENGLEWOOD CITY MANAGER TO
NEGOTIATE A LEASE OF THE ENGLEWOOD DEPOT TO TOM AND PATTI PARSON.

WHEREAS, the Englewood Depot was built in the early 1900's and was located along the railroad tracks near what is now the intersection of Hampden Avenue and Santa Fe Drive; and

WHEREAS, as railroad freight and passenger traffic declined in the 1950's it was closed; and

WHEREAS, late in 2012 the Englewood City Council made the decision to seek a buyer and sent out a request for proposal to restore the building and put it to use; and

WHEREAS, two proposals were received; and

WHEREAS, the Englewood Historic Preservation Society submitted a proposal to turn the Englewood Depot into a museum; and

WHEREAS the proposal by Parson would undertake historic restoration of the Englewood Depot and turn the inside into a letterpress operation and museum using their resources and seeking historic restoration grants; and

WHEREAS, the Englewood City Council created a five-member committee to evaluate the two proposals for restoration and reuse of the Englewood Depot submitted as a result of the City's request for proposal; and

WHEREAS, the evaluation committee was made up of three professionals with expertise related to historic preservation and financing of historic structures and two Englewood residents; and

WHEREAS, individually and unanimously, the committee recommended moving forward with the Parson proposal; and

WHEREAS, during the June 17, 2013 Study Session, Englewood City Council discussed the findings offered by the panel that had been convened to review and make recommendations on the two finalist proposals for the sale of the Englewood Depot; and

WHEREAS, after discussion, the majority of City Council indicated they were in favor of accepting the Parson proposal but directed that staff attempt to negotiate a lease of the Englewood Depot and property with the Parsons, rather than a sale.

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 authorizes the City Manager to negotiate a lease of the Englewood Depot to Tom and Patti Parson.

ADOPTED AND APPROVED this 1st day of July, 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

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. 26
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE FOR THE DISSOLUTION OF THE SOUTH BROADWAY ENGLEWOOD
BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, on May 15, 2006, the City Clerk received a petition (“Petition”) requesting that the Englewood City Council establish a business improvement district to be known as the South Broadway Englewood Business Improvement District along South Broadway from the 2700 Block through the 3500 Block, in the City of Englewood, Colorado pursuant to 31-25-1201, et seq., C.R.S.; and

WHEREAS, the City Council of the City of Englewood, Colorado established the South Broadway Englewood Business Improvement District with the passage of Ordinance No. 29, Series of 2006; and

WHEREAS, on February 4, 2013, the City Clerk received a petition (“Petition”) pursuant to C.R.S. 31-25-1255 (Dissolution Procedure) the Petition of persons who own real property in the South Broadway Englewood Business District; and

WHEREAS, the petitioners wishing to dissolve the South Broadway Englewood Business District obtained signatures equaling 58.2 percent of the acreage and 57.8 percent of the assessed value; and

WHEREAS, the City of Englewood held a Public Hearing on March 18, 2013 which was continued to June 17, 2013 at which time the petitioners and other interested parties gave testimony; and

WHEREAS, the evidence presented at the Public Hearings demonstrated that all conditions imposed by Colorado Statutes for the dissolution of a business improvement district were met.

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

Section 1. Based on the findings of the Public Hearing the City Council of the City of Englewood, Colorado hereby authorizes the dissolution of the South Broadway Englewood Improvement Business District.

Introduced, read in full, and passed on first reading on the 1st day of July, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 5th day of July, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 3rd day of July, 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 1st day of July, 2013.

Loucrishia A. Ellis