

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, October 21, 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 October 7, 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. Email from Vic Calonder announcing his resignation from Alliance for Commerce in Englewood.

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

9. Consent Agenda Items.
 - a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 55 – Recommendation from the Police Department to adopt a bill for an ordinance approving an intergovernmental agreement with Arapahoe County Sheriff’s office authorizing participation in a multi-agency law enforcement Task Force. **Staff Source: Jeff Sanchez, Deputy Police Chief.**
 - b. Approval of Ordinances on Second Reading.
 - i. Council Bill No. 53, authorizing a Wastewater Connector’s Agreement with the City of Sheridan Sanitation District.
 - ii. Council Bill No. 54, approving a Wastewater Collection System Maintenance Standard Agreement with the City of Sheridan.
 - c. Resolutions and Motions.
 - i. Recommendation from the Information Technology Department to approve, by motion, a contract for the Network Infrastructure Upgrade. Staff recommends awarding the contract to the lowest acceptable bidder, 24/7 Networks, taking advantage of the State of Colorado contract pricing, in the amount of \$244,148.35. **Staff Source: Jeff Konishi, Director of Information Technology and Dawn Sanchez, Project Manager.**
10. Public Hearing Items. (None scheduled.)
11. Ordinances, Resolutions and Motions
 - a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 56 – Recommendation from the Department of Finance and Administrative Service to adopt a bill for an ordinance approving the extension of the limited waiver of the waste transfer surcharge. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**
 - ii. Council Bill No. 57 – Recommendation for the Community Development Department to adopt a bill for an ordinance approving the sale of 3415 S. Broadway to the Englewood Urban Renewal Authority. **Staff Source: Alan White, Community Development Director.**
 - b. Approval of Ordinances on Second Reading.
 - i. Council Bill No. 52, establishing the 2013 Mill Levy to be collected in 2014.
 - ii. Council Bill No. 50, adopting the City of Englewood Budget for Fiscal Year 2014.
 - iii. Council Bill No. 51, appropriating funds for the City of Englewood for Fiscal Year 2014.

- iv. Council Bill No. 48, adopting the Budget for the Littleton/Englewood Wastewater Treatment Plant for Fiscal Year 2014.
- v. Council Bill No. 49, appropriating funds for the Littleton/Englewood Wastewater Treatment Plant for 2014.
- c. Resolutions and Motions.
 - i. Recommendation from the Department of Human Resources to adopt a resolution authorizing wage and benefit adjustments for non-union City of Englewood employees for 2014 and 2015. **Staff Source: Sue Eaton, Director of Human Resources.**
 - ii. Recommendation from the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee to approve, by motion, a construction contract for the Lighting Replacement Project 2013 located at the Littleton/Englewood WWTP. Staff further recommends awarding the contract to the lowest acceptable bidder, Colorado Lighting Inc., in the amount of \$226,426.49. **Staff Source: Stewart H. Fonda, Director of Utilities and Chong Woo, Engineering/Maintenance Manager.**
 - iii. Recommendation from the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee to approve, by motion, a construction contract for the Site-wide Repairs Project 2013 located at the Littleton/Englewood WWTP. Staff recommends awarding the contract to the acceptable bidder, The Industrial Group, Inc., in the amount of \$96,420. **Staff Source: Stewart H. Fonda, Director of Utilities and Chong Woo, Engineering/Maintenance Manager.**
- 12. General Discussion.
 - a. Mayor's Choice.
 - b. Council Members' Choice.
 - i. A resolution authorizing wage and benefit adjustments for the City Attorney, City Manager and Municipal Judge.
- 13. City Manager's Report.
- 14. City Attorney's Report.
- 15. Adjournment.

From: Darren Hollingsworth
Sent: Tuesday, October 15, 2013 4:02 PM
To: Lindsay Von Colditz
Cc: Nancy Fenton; Julie Bailey; Alan White
Subject: ACE resignation - Vic Calonder

From: Vic Calonder
Sent: Tuesday, October 15, 2013 3:53 PM
To: Darren Hollingsworth
Subject: RE: contact info

Unfortunately, I am not able to serve on ACE anymore simply because I accepted a position outside of the City of Englewood. I will be working with CoBiz bank in downtown Littleton, so I won't be far away. Because of the ACE requirements I am no longer eligible to serve on ACE. Please accept this as my resignation from ACE effective immediately.

Thank You,

Vic Calonder

Vice President/Loan Officer

CoBiz Financial

2409 W. Main St.

Littleton, CO 80120

303-738-2888 Direct

COUNCIL COMMUNICATION

Date: October 21, 2013	Agenda Item: 9 a i	Subject: Intergovernmental Agreement – Multi-Agency Law Enforcement Team
Initiated By: Police Department		Staff Source: Jeff Sanchez, Deputy Chief

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

This topic was discussed at a Study Session on October 29, 2012. At that time, Council approved the Police Department's participation in the Arapahoe County Impact Team by sending at least one officer to this task force. At that time, the Intergovernmental Agreement had not been drafted.

RECOMMENDED ACTION

The Police Department is recommending that City Council approve an Intergovernmental Agreement between Englewood Police and Arapahoe County Sheriff's Office authorizing Englewood's participation in a multi-agency law enforcement task force and authorizing the Mayor to sign this Intergovernmental Agreement.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Arapahoe County Impact Team is a multi-agency law enforcement team that combines law enforcement resources in order to better identify, investigate, and combat criminal activity within Arapahoe County, Colorado. One Investigator from Englewood Police will be assigned to this multi-jurisdictional team to assist in criminal investigations of issues affecting not only Englewood but the entire (Arapahoe) County.

FINANCIAL IMPACT

There will be no financial impact. A current member of the Englewood Police will be assigned to this Arapahoe County IMPACT Team. The salary/benefits of this Investigator will continue to be paid by the City of Englewood while assigned to the Arapahoe County IMPACT Team.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. 55
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR THE CITY OF ENGLEWOOD'S PARTICIPATION IN A MULTI-JURISDICTIONAL TEAM "THE ARAPAHOE COUNTY IMPACT TEAM" (ACIT) BETWEEN THE CITY OF ENGLEWOOD AND THE ARAPAHOE COUNTY SHERIFF'S OFFICE.

WHEREAS, C.R.S 29-1-203 as well as Article XIV §18(2) of the Colorado Constitution encourage governmental entities to make efficient and effective use of their powers and responsibilities through cooperation and the execution of intergovernmental agreements; and

WHEREAS, the Arapahoe County Impact Team is a multi-agency law enforcement team that combines law enforcement resources, to better identify, investigate, and combat criminal activity within Arapahoe County, Colorado; and

WHEREAS, one Englewood police investigator will be assigned to this multi-jurisdictional team to assist in criminal investigations of issues effecting not only Englewood but the entire Arapahoe County for a period of not less than 3 years subject to annual appropriation; and

WHEREAS, the salary/benefits of the Englewood police investigator assigned to the Arapahoe County Impact Team salary/benefits will continue to be paid by the City of Englewood while that Investigator is assigned to the Arapahoe County Impact Team.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes Englewood's participation in the Arapahoe County Impact Team (ACIT), attached hereto as "Exhibit A".

Section 2. 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 21st day of October, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 25th day of October, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of October, 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 21st day of October, 2013.

Loucrishia A. Ellis

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2013, by and between ARAPAHOE COUNTY, Englewood, Greenwood Village, Littleton and provides as follows:

WHEREAS, Section 29-1-203 of the Colorado Revised Statutes, as well Article XIV, Section 18(2), of the Colorado Constitution, encourage governmental entities to make efficient and effective use of their powers and responsibilities through cooperation and the execution of intergovernmental agreements; and

WHEREAS, intergovernmental agreements may provide for the joint exercise of functions, services, or facilities lawfully authorized to each contracting governmental entity; and

WHEREAS, the signatories to this agreement are each authorized by law to provide law enforcement and other emergency services; and

WHEREAS, criminal activity commonly transcends the geographical boundaries of the separate governmental jurisdictions situated within the county of Arapahoe; and

WHEREAS, the parties hereto desire to share and coordinate resources in the enforcement, intervention, and prevention of criminal activity within the county of Arapahoe; and

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms, covenants, and conditions set forth below, the signatories hereto voluntarily agree as follows:

1. The purpose of this agreement is to set forth a framework within which the parties hereto shall combine their law enforcement resources in order to better identify, investigate, and combat criminal activity within Arapahoe County, Colorado, through the creation of a special multi-jurisdictional criminal investigations unit comprised of members drawn from each participating jurisdiction. This unit shall be known as the Arapahoe County Impact Team ("ACIT"). Those entities participating in the formation and operation of the ACIT shall be referred to herein as "member jurisdictions."

2. Each member jurisdiction shall assign not less than one sworn law enforcement officer to the ACIT who shall serve on the unit on a fulltime basis during the assignment. All officers assigned to the ACIT shall have been adequately trained by their home jurisdiction in criminal investigative techniques and operations and have a documented history of successfully working within a special operations unit prior to their assignment. The total number of persons who shall or may be assigned to the ACIT from any one member jurisdiction shall be agreed upon by the participating entities from time to time as circumstances and needs warrant. Each member jurisdiction shall be solely responsible for the salary and other compensation paid the officer(s) it

may assign to the ACIT, and shall supply its ACIT officers such equipment, including, where appropriate, vehicles, necessary to allow both the officer and the ACIT to effectively carry out their respective duties and responsibilities.

3. Officers assigned to the ACIT shall serve a tour of duty of not less than 3 years unless the assignment is withdrawn by the officer's home jurisdiction or is otherwise terminated as elsewhere provided for in this agreement. Each officer and/or other person assigned to serve on the ACIT shall remain the employee of his or her home jurisdiction and shall, likewise, remain subject to and covered under that jurisdiction's liability and other insurance or self-insurance coverage, in addition to its personnel policies and procedures, inclusive of policies and procedures governing overtime, employment compensation and benefits, worker's compensation, vacation and sick time, grievances and discipline, job performance review, duty assignments, and termination. Each member jurisdiction shall also retain responsibility for the conduct of those officers it assigns to the ACIT and in the event a claim or legal action should be brought against an officer and/or the ACIT arising from the officer's conduct, the officer's home jurisdiction, at its sole cost, shall be responsible to defend and indemnify the officer consistent with the terms and limitations provided under the Colorado Liability of Peace Officers Statute and Governmental Immunity Act, COLO.REV.STAT. §§ 29-5-111 and 24-10-101, *et seq.*, respectively. The provisions of this paragraph shall survive and remain in effect against any member jurisdiction that should withdraw from participation in the ACIT, as well as the termination of the agreement.

4. Officers serving on the ACIT shall be cross-deputized by each member jurisdiction so to vest them with full law enforcement authority when performing ACIT activities within the geographical boundaries of each jurisdiction. This authority shall remain effective during the term of the officer's assignment to the unit unless the same is withdrawn or terminated by the vesting member jurisdiction.

5. The ACIT shall operate from offices within the Arapahoe County Sheriff's Office ("ACSO") and the day-to-day management and tactical command of the ACIT shall rest in a lieutenant (the ACIT Commander) with the ACSO, who shall be assigned to the unit by the Arapahoe County Sheriff. Upon reasonable notice to the member jurisdiction and Arapahoe County Sheriff, the ACIT Commander shall have the authority and discretion to terminate the assignment of any officer upon such grounds as he or she may deem necessary or appropriate for the efficient and/or effective operation of the unit.

6. The operations of the ACIT shall be informed and guided by the policies and procedures of the ACSO, and the ACSO shall serve as the custodian and repository for all reports, evidence, and records compiled or generated by the ACIT's activities.

7. The management and general operations of the ACIT shall be subject to joint review by the chief law enforcement officers from each member jurisdiction (or their authorized designee) sitting together as they may deem necessary or appropriate from time to time. It is not the intent of the member jurisdictions to create a separate legal entity or government

subdivision/agency by the creation of the ACIT and any member jurisdiction may, within its discretion, withdraw from participation in the ACIT at any time upon providing written notice to the other members not less than thirty (30) days prior to such withdrawal. This agreement may also be terminated in its entirety upon the affirmative vote of a majority of the member jurisdictions.

8. No change, amendment, or waiver of any of the terms or provisions of this agreement shall be valid or binding unless the same has been approved in writing by all member jurisdictions.

9. This agreement is made solely for the benefit of the parties hereto and is not intended, nor shall it be deemed, to confer, give, or allow any rights or claim or right of action by any person or entity not signatory hereto.

10. This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this writing supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

11. This agreement may be executed in several counterparts and, as so executed, shall constitute one agreement, binding on all the parties even though all have not signed the same counterpart. Any counterpart which has attached to it separate signature pages which together contain the signature of all the parties shall be deemed a fully executed instrument for all purposes.

12. This agreement shall not be deemed a pledge of the credit of any signatory hereto, and nothing herein shall be construed to create a multiple-fiscal year direct or indirect debt or financial obligation.

13. This agreement shall not become effective or be binding against any member jurisdiction except upon the affirmative written approval or authorization of the legislative body for such jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written above.

ARAPAPHOE COUNTY SHERIFF

Grayson Robinson

CITY OF ENGLEWOOD, COLORADO

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2013

COUNCIL BILL NO. 53
 INTRODUCED BY COUNCIL
 MEMBER WOODWARD

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL WASTEWATER CONNECTOR'S AGREEMENT BETWEEN THE CITY OF SHERIDAN 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 City of Sheridan desires to utilize the L/E WWTP for treatment of the City's sewage; and

WHEREAS, the City of Sheridan has approximately 2,000 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 City of Sheridan and gathered by its sanitary sewage system; and

WHEREAS, the City of Sheridan 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 City of Sheridan Wastewater Connector's Agreement at the August 13, 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 the City of Sheridan entitled "Wastewater Connector's Agreement for the City of Sheridan, Colorado" 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 the City of Sheridan", for and on behalf of the Englewood City Council.

Introduced, read in full, and passed on first reading on the 7th day of October, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 11th day of October, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 9th day of October, 2013 for thirty (30) days.

Read by title and passed on final reading on the 21ST day of October, 2013.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2013, on the 25th day of October, 2013.

Published by title on the City's official website beginning on the 23rd day of October, 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

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4/19/2012
Revision

WASTEWATER
CONNECTOR'S AGREEMENT
For the City of Sheridan, Colorado

Sewer Contract No. _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ to be effective as of October 22, 2013 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 CITY OF SHERIDAN, a municipal corporation of the State of Colorado, hereinafter called "Sheridan," acting by and through its authorized Mayor and City Clerk.

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 Sheridan and gathered by Sheridan's sanitary-sewage system; and

WHEREAS, it is the desire of Sheridan to utilize the facilities owned by the City for the treatment of sewage and the City is willing to serve designated area of Sheridan 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 Sheridan's sanitary sewer system within the area served by Sheridan as approved by the City and as indicated in the description attached hereto, incorporated herein and marked as "Exhibit A."

Sheridan specifically agrees to prevent sewage from any area other than that described herein, from being discharged into Sheridan'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 Sheridan's sanitary sewer system, Sheridan 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 Sheridan's system. Sheridan 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. Sheridan 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 Sheridan to obtain the applicable requirements from the appropriate governing body. The City shall attempt to maintain and provide information on all requirements to Sheridan; 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 Sheridan and its users. All sewer plans, specifications and methods of work within Sheridan shall be submitted to the City in writing and approved by the City prior to any construction or tap in Sheridan'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. Sheridan shall be responsible for the proper maintenance of its sewer system and shall rectify any problems or conditions which have been determined by Sheridan 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, Sheridan 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 by Sheridan when such annexation takes place without prior written City approval.

Within one year of this agreement, Sheridan 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 Sheridan's area as shown on Exhibit A. Sheridan shall continue to monitor zoning changes within its area to estimate its tap requirements and provide the City with notice of tap requirements for the next five (5) year period of time which 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 Sheridan users directly for all applicable City charges for services rendered under this Agreement. Should any user not pay the City, the City shall bill Sheridan and Sheridan 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 Sheridan forty-five (45) days advance written notice.

The City may bill and collect "District Charges" imposed by Sheridan 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 Sheridan annually; less an amount equal to the City and Sheridan charges which remain delinquent. Sheridan 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), Article XX, Section 10 or the Colorado Constitution, the term of this Agreement is for a period of three (3) years

from the date of execution and automatically renews for six (6) subsequent three (3) year periods unless either party gives a minimum of six (6) months written notice, during which time Sheridan agrees that all effluent produced from taps within Sheridan 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. Sheridan agrees that it will maintain, at its own expense, all lines now owned and operated by Sheridan, it being specifically agreed that the City assumes no responsibility should any of Sheridan's lines become clogged, damaged, or require maintenance. Sheridan shall, if it deems necessary, notify its users of Sheridan's procedure to remedy service disruption.
9. The City is providing only sewage treatment service and, pursuant thereto; incidental use of the City's sewage lines shall be governed only by this individual Contract with Sheridan 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 Sheridan's service area described in Exhibit A.
10. This Contract may not be assigned, sold or transferred by Sheridan 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. Sheridan shall enforce this Agreement and each of its terms and conditions within the area described in "Exhibit A." Sheridan 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 Sheridan and/or its users shall be considered cause for the City to terminate this Agreement. Should Sheridan 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 Sheridan 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 or city connected to a common sewer line. C.R.S. 13-21-111.5, as amended shall govern the percentage of liability of any district or city 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

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

THE CITY OF SHERIDAN

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_____, Mayor

ATTEST:

_____, City Clerk





City of Englewood
Utilities Department



1 inch = 1,000 feet

"The accuracy of the data within this map is not to be taken/used as data produced by a Registered Professional Land Surveyor for the State of Colorado. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on the ground survey and represents only the approximate relative location of property boundaries."

City of Englewood
Utilities Department
Current as of March 2013
2012 Imagery

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. 54
INTRODUCED BY COUNCIL
MEMBER WOODWARD

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL WASTEWATER
COLLECTION SYSTEM MAINTENANCE AGREEMENT BETWEEN THE CITY OF
SHERIDAN 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, Wastewater Collection System Maintenance Agreements enable the City of Englewood to perform sewer maintenance on adjacent districts that are too small to fund their own maintenance program; and

WHEREAS, by having a larger service area, the additional revenue allows Englewood to purchase better equipment, which also benefits Englewood City residents; and

WHEREAS, provide maintenance agreements for a uniform standard of service for adjacent sanitation districts and insures that lines are flushed at least once a year; and

WHEREAS, the City of Englewood currently performs sewer maintenance services for the City of Sheridan as well as Cherry Hills Village and South Englewood Sanitation District; and

WHEREAS, other districts, such as Southgate are large enough to have their own maintenance crews or contract their maintenance with an established private company; and

WHEREAS, this agreement provides that the district will continue to own the mains in its district and be responsible for capital improvements; and

WHEREAS, the Englewood Water and Sewer Board reviewed and recommended approval of the City of Sheridan Wastewater Collection System Maintenance Agreement at the August 13, 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 the City of Sheridan entitled "Wastewater Collection System Maintenance Agreement for the City of Sheridan, Colorado" 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 Collection System Maintenance Agreement For the City of Sheridan", for and on behalf of the Englewood City Council.

Introduced, read in full, and passed on first reading on the 7th day of October, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 11th day of October, 2013.

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Published by title on the City's official website beginning on the 23rd day of October, 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

REVISED 4/2013

WASTEWATER COLLECTION SYSTEM MAINTENANCE AGREEMENT

An Agreement, dated this _____ day of _____, 20____,
between the City of Sheridan, Colorado

_____ (System Owner or Owner) and the City of Englewood, a Colorado municipality (Englewood),
regarding the maintenance of a certain wastewater collection system (System):

WHEREAS, the Owner owns and operates a wastewater collection system, hereinafter System, consisting of easements, collector and transmission lines, cleanouts and manholes (system facilities), this system is used to provide sanitary sewer service to the system's customers in parts of Arapahoe County; and

WHEREAS, the System Owner's wastewater collection system is shown on Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Owner does not currently own or operate any maintenance equipment for such a system; and

WHEREAS, Englewood owns and operates its own wastewater collection system, exclusive of the Owner's system, and has the equipment and personnel available to maintain the Owner's system as well as its own system;

Now, therefore, Owner and Englewood hereby covenant and agree as follows:

1. Englewood shall provide normal, routine, flushing and cleaning maintenance services for the Collection System facilities, as shown in Exhibit A, as needed to provide efficient, continuous and economical service within the Owner's System. Flushing and cleaning of the System shall be considered normal and routine maintenance.
2. Englewood's maintenance of all system facilities in the System, except for the construction of new or additional facilities, shall include:
 - (a) The annual cleaning and inspection of the System as described in Exhibit A. Such cleaning and inspecting may include visual and TV inspections, root-sawing, chemical line treatment and the jet flushing of lines, as conditions warrant.
 - (b) Responding to all emergency calls and taking the appropriate remedial action and cleanup, if necessary. The Owner will pay for the cleanup resulting from a stoppage or backup in any customer's individual service line caused by a malfunction in an Owner's line. Englewood, without prior approval from the Owner, is authorized to contract for any such cleanup, which the Owner hereby agrees to pay. If the malfunction in an Owner's line is occasioned by Englewood's actions, Englewood shall pay for the cleanup. This determination shall be solely Englewood's.

- (c) Englewood shall respond to requests to locate the sewer mains, collector lines and manholes in this system. Englewood will not be responsible for locating privately owned sewer service laterals in this system other than to indicate where the laterals are connected to the mains to the best of Englewood's knowledge as indicated by its records.
 - (d) Englewood shall be responsible for marking all Owner's facilities and System upon notice from the statewide one-call system, UNCC or its successor, pursuant to C.R.S. 9-1.5-101, et seq., marking the same in the manner and within the time established by that statute. Englewood shall be responsible for the marking only; the Owner shall pay the monthly fees to UNCC or its successor to notify Englewood to make such markings.
3. Owner agrees that it will assume ownership of any existing wastewater Collection System facilities within the Collection System to facilitate this maintenance agreement with Englewood. Any additional service facilities needed to serve the area shall be constructed at the Owner's expense, to Englewood standards, and the Owner agrees to assume ownership of the Collection System upon the deeding to the Owner by the property owners. Ownership shall be by written conveyance. However, each such conveyance must be approved by Englewood before it becomes a part of the Collection System which is the subject of this Agreement.
 4. Owner shall continue to own the Collection System. Any rights-of-way utilized in the system shall continue to be held in Owner's name and shall be maintained by Owner. Owner further agrees to acquire and hold right-of-ways or easements of sufficient size to permit operation and maintenance activities on any public or private property where existing or future facilities are located, and to maintain those rights-of-way and easements free of landscaping, structures or other obstructions which would interfere with Englewood's maintenance obligations under this Agreement. Englewood shall not be obligated to maintain sewer lines where adequate right-of-way, free and clear of landscaping or obstructions does not exist. In such circumstances, if authorized in writing by Owner, Englewood at its option, may attempt to perform the maintenance without any liability whatsoever for damage to private property.
 5. Prior to the Parties entering into this Agreement for wastewater Collection System maintenance, the Collection System shall be televised and videotaped to determine the condition of the system. The cost of this procedure shall be borne by System Owner and the video tape shall be provided to Englewood. Any repair or rehabilitation necessitated, in the opinion of Englewood, shall be at the sole expense of Owner.
 6. Customers on the System shall have additional fees added to their existing wastewater treatment bills to cover the cost of providing this maintenance service. The amount added for normal, routine flushing and cleaning maintenance services shall be at a rate which is based on the same estimated annual cost per linear foot of sewer main that Englewood charges for normal, routine flushing and cleaning within the Englewood Wastewater Collection System. The rate may be changed from time to time, but the amount shall be the rate necessary for Englewood to recover its normal maintenance costs for the Owner's System. It is the intent of this agreement that Englewood recover from Owner, the amount of revenue necessary to cover its reasonable maintenance costs and avoid a situation where the citizens of Englewood subsidize customers of the Owner's System.

In the alternative, for the services rendered as herein defined, the System Owner may elect to pay to Englewood an annual maintenance fee as established or amended from time to time by the City, during the term of this Agreement. This fee shall be payable quarterly, in arrears by the 10th day of the month following the end of each calendar quarter, one-fourth (1/4) of the annual amount. Payments for any partial calendar quarter at the beginning or the end of this Agreement shall be prorated based on the number of days of service provided by Englewood, divided by the number of calendar days in the quarter affected. All payments made pursuant to this Agreement, shall be to the City of Englewood, Department of Utilities, and remitted in care of the Director of Utilities at 1000 Englewood Parkway, Englewood, CO 80110.

7. The Owner, by this Agreement, grants and conveys to Englewood a license, but not ownership, over all the wastewater facilities in the System. System Owner agrees that it will not exercise any dominion whatsoever over any of the wastewater collection facilities in the system which are inconsistent with the performance by Englewood of its rights and obligations hereunder. It is agreed that "license", as used in this Agreement, shall mean the right to use, connect, disconnect, modify, rehabilitate, extend, enlarge, replace, improve, convey, abandon or otherwise dispose of any and all of the Collection System facilities, but only in so far as is reasonably necessary to perform Englewood's maintenance operations under this Agreement. Should the Owner not approve the replacement or improvement of some portion of the Collection System which does not meet Englewood's minimum standards, Englewood may, at its option, continue to maintain that portion to the best of its ability, but shall not be held responsible for any inadequacies or failures of said portion which may occur as a result of the substandard condition. Responsibility for such inadequacies or failures shall be with the Owner upon written notice to the Owner by Englewood.

The Owner agrees that Englewood is not obligated to enlarge or extend or bring up to any standards any existing facilities in the Collection System.

8. The Owner shall obtain and pay any fees for street cut permits for Englewood when such permits are necessary for Collection System maintenance work. The Owner shall be responsible for asphalt or concrete replacement costs in street or sidewalk cuts made by Englewood for System maintenance.
9. This Agreement is contingent on Owner having a current Standard Connector's Agreement with Englewood. If the Standard Connector's Agreement expires and is not renewed, Englewood has the option to discontinue maintenance service to the system and to cease collecting fees for the maintenance service. By providing maintenance service, for the system, Englewood does not release the Owner from its responsibilities and obligations as set forth in the Standard Connector's Agreement, nor does Englewood, incur any liability resulting from the maintenance of the Owner's Collection System.
10. All general rules and regulations and amendments thereto placed in force by Englewood concerning the operation, conditions of service and procedures relating to the installation of new services in the System, shall be as fully enforceable in the System as in Englewood. The Owner agrees to exercise its authority to enforce Englewood's applicable sanitary sewer system ordinances and rules including those made to protect the collection and transport systems and the treatment facilities; to assure Englewood that any new

installations in the Collection System are constructed to the standards of Englewood; and to assure collection of delinquent accounts.

11. No enlargement of the Collection System or any other amendment of this Agreement shall be made unless it is, by mutual agreement, in writing.
12. The Owner further agrees to abide by all applicable State and Federal laws, rules, regulations or permits, including those of the Environmental Protection Agency System Owner shall employ or contract the services of a Certified Collection System Operator as required by the Colorado Water Quality Control Act, Article 9 of Title 25, C.R.S. The Owner agrees to exercise its authority to assist Englewood in enforcing its applicable sanitary sewer system ordinances and rules including those made to protect the collection and transport systems and treatment facilities; to assure that any new installations in the Collection System are to the standards of Englewood; and to guarantee collection of delinquent accounts.
13. It is agreed that for failure of the Owner or Englewood to perform their duties under this Agreement, in all its essential parts, either Party may terminate this Agreement. Prior to such termination, the terminating Party shall provide written notice to the other Party of the deficiency and provide adequate time, not to exceed one year to correct these deficiencies. Notwithstanding the above, Englewood shall always have the option to discontinue maintenance services to the Collection System at its discretion by providing six (6) months written notice.
14. The term of this Agreement shall be for three (3) years beginning from the effective date of this Agreement. At the end of that term, if both agree, this Agreement may be renewed by Englewood in three (3) year increments. After the first three (3) year extension, the Owner or Englewood may discontinue this Agreement at any time with written notification not less than one year prior to the desired ending date or, in the case of Englewood six (6) months as noted above. Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by the governing body or are otherwise unavailable by any means whatsoever in any following fiscal period, the government entities subject to TABOR limitations may terminate this Agreement at the end of any fiscal year. The Parties agree that nothing herein is intended to create a multi-year obligation or indebtedness in violation of Article XX Section 10 of the Colorado Constitution and that any obligation of the parties is contingent upon their City Council's annual appropriation of funds.
15. System Owner shall have the ability to place appropriate and legal charges on the sewer bills sent to customers within the system. Englewood agrees to collect such charges at the request of the Owner and forward such payments to the Owner. Englewood shall have the ability to charge the Owner a reasonable and customary administrative fee to bill and collect any such charges.
16. In the event that any provisions of this Agreement are in conflict with the Standard Connector's Agreement of the Owner, the Connector's Agreement shall govern.
17. Englewood shall not be responsible for or liable for damages to any property which may result from its maintenance of the system whatsoever. The City of Englewood shall perform due diligence in maintaining the System, which due diligence shall mean that Englewood shall flush or clean each sewer main not less than once per calendar year.

Nothing herein shall be deemed a waiver of the rights, limitations, protections and immunities afforded the parties by the Colorado Governmental Immunity Act C.R.S. §24-10-201 et. seq. as amended from time to time and otherwise available at law.

18. Englewood will provide reports on the cleaning, inspection, and maintenance, of the Owner's system quarterly on, or before the end of the month following each calendar quarter during the term of this Agreement. In addition, Englewood shall provide reports of all emergency responses, within the next business day. The Owner will provide contact persons and telephone numbers to Englewood for such purposes.
19. All notices pursuant to this Agreement shall be in writing, sent certified mail, return receipt requested or hand-delivered, notice being given when received, addressed to each of the parties, with a copy to each party's attorney, as follows:

CITY OF ENGLEWOOD
Department of Utilities
c/o Stewart H. Fonda
Director of Utilities
1000 Englewood Parkway
Englewood, CO 80110

Daniel L. Brotzman
City Attorney
1000 Englewood Parkway
Englewood, CO 80110

William P. Hayashi
Williamson & Hayashi, LLC
1650 38th Street – No. 103 West
Boulder, CO 80301

City of Sheridart
4101 South Federal Blvd.
Englewood, CO 80110-5399

Each party agrees to give notice to the other of any change in its representatives or their address.

20. This Agreement represents the complete understanding of the parties, and each, by the signature of its representatives below, agrees, covenants and warrants to and with the other that each has full authority to enter into, bind and obligate the Party for whom each signs. This agreement may not be assigned by either Party without the advance written approval of the other; and shall not be amended or modified, except in writing, which modification or amendment shall not be effective until the same is reduced to writing and executed by both parties hereto.

IN WITNESS WHEREOF this instrument has been executed as of the day and year first above written.

CITY OF ENGLEWOOD

By: _____

Date: _____

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

CITY OF SHERIDAN

, Mayor

Date: June 12, 2013

ATTEST:

City Clerk





1 inch = 300 feet

"The accuracy of the data within this map is not to be taken/used as data produced by a Registered Professional Land Surveyor for the State of Colorado. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on the ground survey and represents only the approximate relative location of property boundaries."

City of Englewood
Utilities Department
Current as of March 2013
00101



COUNCIL COMMUNICATION

Date: October 21, 2013	Agenda Item: 9 c i	Subject: IT Network Infrastructure Upgrade
Initiated By: Information Technology Department		Staff Source: Jeff Konishi, Director of Information Technology Dawn Sanchez, Project Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Staff discussed the IT Network Infrastructure Upgrade with City Council at the October 7, 2013 study session.

RECOMMENDED ACTION

Staff recommends Council approval, by motion, of an Information Technology Network Infrastructure Upgrade. Staff further recommends awarding the contract to 24/7 Networks, taking advantage of State of Colorado contract pricing in the amount of \$224,148.35.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

To insure that we provide a framework that will match the needs of the City, we are recommending that we begin the upgrade of the 5+ year old IT network infrastructure. The current network infrastructure is at the end of useful life and is no longer able to adequately support the day-to-day operations required by the City. In addition, we must upgrade the infrastructure to insure that we can support the increasing amounts of data that will be transported over this network – such as new Cloud applications, video data, and the increasing size of general data.

Our existing network consists of Cisco equipment; however, we did entertain the idea of replacing the network infrastructure with a different manufacturer. After discussing this possibility and receiving a quote from a competing vendor, we concluded that it would not be cost effective to change manufacturers since we would also be required to replace our phone system in addition to all network infrastructure. Replacing our existing phone system, which is manufactured by Cisco, would add an additional \$200,000+ on top of any expense to replace the network infrastructure.

FINANCIAL IMPACT

\$224,148.35 to replace the City's aging network. The 24/7 Networks quote is based on the State of Colorado contract and was therefore considered the lowest quote for the Cisco equipment. All amounts have been budgeted in the Capital Improvement Project fund for 2013.

LIST OF ATTACHMENTS

Contract
State pricing quote

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made as of this 16th day of September, 2013, (the "Effective Date") by 24/7 Networks, a Colorado corporation ("Contractor"), and The City of Englewood, Colorado, a municipal corporation organized under the laws of the state of Colorado ("City").

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

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

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

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

(b) "Work Product" shall mean all patents, patent applications, inventions, designs, mask works, processes, methodologies, copyrights and copyrightable works, trade secrets including confidential information, data, designs, manuals, training materials and documentation, formulas, knowledge of manufacturing processes, methods, prices, financial and accounting data, products and product specifications and all other Intellectual Property Rights created, developed or prepared, documented and/or delivered by Contractor, pursuant to the provision of the Services.

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

3. Performance of Services.

(a) **Performance.** Contractor shall perform the Services necessary to complete all projects outlined in a Statement of Work in a timely and professional manner consistent with the specifications, if any, set forth in the Statement of Work, and in accordance with industry standards. Contractor agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents in completing the projects outlined in a Statement of Work.

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

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

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

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

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

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

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

(a) **Convenience.** City may, without cause and without penalty, terminate the provision of Services under any or all Statements of Work upon thirty (30) days prior written notice. Upon such termination, City shall, upon receipt of an invoice from Contractor, pay Contractor for Services actually rendered prior to the effective date of such termination. Charges will be based on time expended for all incomplete tasks as listed in the applicable Statement of Work, and all completed tasks will be charged as indicated in the applicable Statement of Work.

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

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

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

(e) **TABOR.** The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment obligations of City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next succeeding December 31. Financial obligations of City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

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

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

10. **Staff.** Contractor is an independent contractor and neither Contractor nor Contractor's staff is, or shall be deemed to be employed by City. City is hereby contracting with Contractor for the Services described in a Statement of Work and Contractor reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Contractor or Contractor's staff, and City shall not be required to hire, supervise or pay any assistants to help Contractor perform the Services under this Agreement. Except to the extent

that Contractor's work must be performed on or with City's computers or City's existing software, all materials used in providing the Services shall be provided by Contractor.

11. Confidential Information.

(a) Obligations. Each party hereto may receive from the other party information which relates to the other party's business, research, development, trade secrets or business affairs ("Confidential Information"). Subject to the provisions and exceptions set forth in the Colorado Open Records Act, CRS Section 24-72-101 et. seq., each party shall protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, each party hereto agrees not to disclose or permit any other person or entity access to the other party's Confidential Information except such disclosure or access shall be permitted to an employee, agent, representative or independent contractor of such party requiring access to the same in order to perform his or her employment or services. Each party shall insure that their employees, agents, representatives, and independent contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 11. Further, each party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other party. A party hereto shall undertake to immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict either party with respect to information or data identical or similar to that contained in the Confidential Information of the other party but which (1) that party rightfully possessed before it received such information from the other as evidenced by written documentation; (2) subsequently becomes publicly available through no fault of that party; (3) is subsequently furnished rightfully to that party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

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

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

12. Project Managers. Each party shall designate one of its employees to be its Project Manager under each Statement of Work, who shall act for that party on all matters under the Statement of

Work. Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers for each Statement of Work shall meet as often as either one requests to review the status of the Statement of Work.

13. Warranties.

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

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

(c) **Personnel.** Unless a specific number of employees is set forth in the Statement of Work, Contractor warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement or as set forth in the Statement of Work. During the course of performance of Services, City may, for any or no reason, request replacement of an employee or a proposed employee. In such event, Contractor shall, within five (5) working days of receipt of such request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. Contractor shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies.

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

14. Indemnification.

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

(b) **Infringement.** Contractor will indemnify, defend, and hold City harmless from all Indemnifiable Losses arising from any third party claims that any Work Product or methodology

supplied by Contractor infringes or misappropriates any Intellectual Property rights of any third party; provided, however, that the foregoing indemnification obligation shall not apply to any alleged infringement or misappropriation based on: (1) use of the Work Product in combination with products or services not provided by Contractor to the extent that such infringement or misappropriation would have been avoided if such other products or services had not been used; (2) any modification or enhancement to the Work Product made by City or anyone other than Contractor or its subcontractors; or (3) use of the Work Product other than as permitted under this Agreement.

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

(d) Immunity. City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to City, its officers, or its employees.

15. Insurance.

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

- (1) Statutory Worker's Compensation, including occupational disease, in accordance with law.
- (2) Commercial General Liability Insurance (including contractual liability insurance) providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) per aggregate.
- (3) Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Contractor's operations or Services in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) per aggregate.
- (4) Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Contractor personnel, acting alone or with others, in an amount not less than one million dollars (\$1,000,000) per occurrence.

(b) Approved Companies. All such insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state or territory where the Services are being performed.

(c) Certificates. Contractor shall provide City with certificates of insurance evidencing compliance with this Section 15 (including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect listing City of Englewood, CO as an additional insured for all except workers compensation. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially

change the insurance afforded under the above policies unless thirty (30) days' notice of such cancellation, reduction or material change has been provided to City.

16. Rights in Work Product.

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

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

17. Relationship of Parties. Contractor is acting only as an independent contractor and does not undertake, by this Agreement, any Statement of Work or otherwise, to perform any obligation of City, whether regulatory or contractual, or to assume any responsibility for City's business or operations. Neither party shall act or represent itself, directly or by implication, as an agent of the other, except as expressly authorized in a Statement of Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Media Releases. Except for any announcement intended solely for internal distribution by Contractor or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Contractor, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Contractor or its employees or

agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City prior to the release thereof. Contractor shall not represent directly or indirectly that any Services provided by Contractor to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Contractor's customers without City's express written consent.

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

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

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

CITY OF _____

By: _____
(Signature) *Cecilia Sledge*
(Print Name)

Title: City Manager

Date: Sept. 16, 2013

[Signature]
City Clerk

2017 Networks, Inc.
(Consultant Name)

7000 S Yosemite St #250
Address

Conterra, CO 80112
City, State, Zip Code

By: _____
Liam Pearson
(Print Name)

Title: President

Date: 9.16.2013

SCHEDULE A
Statement of Work

24/7 Networks will provide professional services to City of Englewood for implementing the proposed network solution.

Project Deliverables and Timeline

The list below outlines a list of the deliverables associated with the City of Englewood SOW for the network, compute and storage solution:

- Requirements and Design document with assistance from City of Englewood
- Best-practices network implementation in the City of Englewood network
- Testing, Acceptance and Documentation

From project initiation to completion, the timeframe for this project is estimated to be four (4) weeks.

Phase 1: Project Initiation

This phase entails formulating and disseminating project orientation criteria to 24/7 Networks survey, implementation, and maintenance teams. This will define how, what, when, and who will be involved in the various phases of the City of Englewood network, compute and storage rollout as well as the tools and techniques required to capture the project deliverable objectives.

Communication channels will be established at this stage of the project. The roles and responsibilities of all 24/7 Networks and City of Englewood participants will be solidified. Project Managers, technical staff, facility point of contacts, and administrative personnel will be identified and their level of involvement defined. In conjunction with this Project Initiation Phase, 24/7 Networks will determine the level of effort, roles, and responsibilities that City of Englewood staff has put forward in establishing the identified business and technical requirements for the project. Change management processes and issues will be outlined.

City of Englewood will provide 24/7 Networks with points of contact and escalation for the 24/7 Networks team. Contact information for required project personnel will be identified to include full name, project title, main phone number, fax number, e-mail address, mobile number, pager number, and home phone for escalation.

24/7 Networks will provide a dedicated project manager for the duration of the project, responsible for communication between all involved parties. Specifically, the project manager will provide:

- Meeting minutes
- Issue tracking and communication
- Portal access for all parties, ensuring one single communications point for all project-related material

Deliverables:

- Establish communication plan, change management plan, roles & responsibilities

Phase 2: Requirements Gathering & Design Review

This section covers the tasks that will be performed by 24/7 Networks for providing a comprehensive review of the requirements of this project. 24/7 Networks will conduct a two-part meeting that will cover the detailed requirements of the data network, compute environment and storage clusters. Based on those requirements, 24/7 Networks and City of Englewood will map out the detailed design of the system.

24/7 Networks kicks off this phase with a meeting with the City of Englewood personnel associated with the project. The business and technology goals are reviewed and confirmed. The following information is a portion of the items confirmed in this meeting:

- Network
 - Review existing network documentation
 - Diagrams of the existing network topology
 - Configurations of the existing devices
 - Design information
 - Bandwidth requirements
 - QoS requirements
 - As-built infrastructure information
 - Network caveats
 - Physical considerations (power, cooling, environmental)

Deliverables:

- Requirements and Design documents with assistance from City of Englewood team members

Phase 3: Staging and Burn-in

The basic strategy used by 24/7 Networks for a system rollout is to perform a complete staging and systems test prior to installation in a customer environment. All staging and configuration will be done at the Customer site location.

24/7 Networks staging service is defined as the assembly, loading, system configuration, and testing of an end-user's solution according to City of Englewood identified specifications. The following defines the various staging tasks:

- 24/7 Networks will ship all equipment to the City of Englewood facility in Denver, CO.
- Inventory Management – Receiving equipment, logging, vendor management, and reporting.
- Assembly – Selecting components from inventory. Installing any internal components that may be required, such as network interfaces, and making all required connections.
- Load – Installing any industry-standard or customer-specific operating systems, applications, utilities.
- Configuration – Setting all hardware options in accordance with prescribed manufacturer instructions. Setting customer-specific software options such as software application setup,

addressing, protocols, and software switch settings. Implementing best-practices configurations specific to the City of Englewood environment.

- Test – Executing test plans according to customer-specified rules to verify the system or device is functioning properly.
- Returns – Upon test failure and inability to resolve the failure, equipment will be returned for under-warranty replacement.
- Solution Delivery – Asset tagging and reporting in accordance with customer-specified guidelines; as well as consolidated shipments to designated end-user locations.

City of Englewood will be responsible for the following in this phase:

- Loading dock access for receiving equipment
- Adequate floor space to store and stage the equipment
- Access to a secure area for staging and configuration
- Adequate power to terminate the equipment
- Network access to terminate the equipment
- Disposal services to remove boxes and packing materials
- Unpacking and inventory
- Equipment “rack and stack”

Deliverables:

- Equipment is unpacked, tagged, burned-in and exceptions dealt with
- Test plan, user acceptance criteria and network readiness checklist complete

Phase 4: Infrastructure Equipment Installation and Integration

24/7 Networks will install all items identified hereunder into the City of Englewood facilities. The specific list of equipment to be installed is outlined on the included 24/7 Networks quote. This section outlines the tasks to be performed in the infrastructure equipment installation and integration phase of this project.

In addition, other tasks are required to bring the existing network into best-practices compliance. These tasks are outlined at the bottom of this section.

Please note that items listed in this section with the designation “COE Responsibility” will be performed by City of Englewood personnel and are not included in the scope of 24/7’s installation services. Should the City wish to leverage 24/7 Networks resources to perform these designated tasks, a change order would be required.

- Core Network Replacement
 - Physical Staging and Burn In
 - Rack mount units into City of Englewood provided racks per 24/7 Networks direction (COE Responsibility)
 - Power up units (COE Responsibility)

- Confirm successful power up (COE Responsibility)
 - Label equipment per City of Englewood standards (COE Responsibility)
- Terminate connections
 - Install applicable fiber connectors
 - Install applicable Cat5/Cat6 cabling to end-points (end-user workstations excluded)
- Configure networking equipment with the following Layer 2 features:
 - VLAN's and management interface
 - 802.1q trunking to other switches
 - Layer 2 QoS
 - Layer 2 best practice configurations
 - Other features and functionality, as needed, currently implemented in the legacy environment
- Configure networking equipment with the following Layer 3 features:
 - VLAN IP addressing
 - HSRP routing
 - Routing protocol cleanup
 - Security features (AAA)
 - Layer 3 QoS (if needed)
 - Best practice configurations
 - Other features and functionality, as needed, currently implemented in the legacy environment
- Other tasks for the successful deployment of the Core Network
 - Cable mapping of existing switch port configurations (COE Responsibility)
 - Deploy a 10G backbone between core switches
 - Switch configuration build for all networking equipment included in the referenced quote
 - Development of cut sheets and other cutover materials to ensure a successful network transition
 - Preparation of the existing switches to accommodate the network refresh (COE Responsibility)
 - Migration of the Layer 2 and Layer 3 interfaces from the legacy Catalyst environment to the new Cisco core network
 - Patching the fiber and copper cross-connect connections between all equipment in the Core Network (COE Responsibility)

- Terminate connections
 - Install applicable connectors, as required (COE Responsibility)
- Edge Router and T1 Router Replacement
 - Physical Staging and Burn In
 - Rack mount units into City of Englewood provided racks (COE Responsibility)
 - Power up units (COE Responsibility)
 - Confirm successful power up (COE Responsibility)
 - Label equipment per City of Englewood standards (COE Responsibility)
 - Terminate connections
 - Install applicable fiber connectors (COE Responsibility)
 - Install applicable Cat5/Cat6 cabling to end-points (COE Responsibility)
 - Configure networking equipment with the following Layer 2 features:
 - VLAN's and management interface
 - 802.1q trunking to other switches
 - Layer 2 QoS
 - Layer 2 best practice configurations
 - Other features and functionality, as needed, currently implemented in the legacy environment
 - Configure networking equipment with the following Layer 3 features:
 - VLAN IP addressing
 - HSRP routing
 - Routing protocol cleanup
 - Security features (AAA)
 - Layer 3 QoS (if needed)
 - Best practice configurations
 - Other features and functionality, as needed, currently implemented in the legacy environment
- ASA Firewall Replacements
 - Physical Staging and Burn In
 - Rack mount units into City of Englewood provided racks (COE Responsibility)
 - Power up units (COE Responsibility)
 - Confirm successful power up (COE Responsibility)

- Label equipment per City of Englewood standards (COE Responsibility)
 - Terminate connections
 - Install applicable fiber connectors (COE Responsibility)
 - Install applicable Cat5/Cat6 cabling to end-points (COE Responsibility)
 - Configure networking equipment with the following Layer 2 features:
 - VLAN's and management interface
 - 802.1q trunking to other switches
 - Layer 2 QoS
 - Layer 2 best practice configurations
 - Other features and functionality, as needed, currently implemented in the legacy environment
 - Migrate ASA configuration
 - Convert legacy firewall configuration from pre-8.3 to 9.1 release
 - Implement ASA CX policy
 - Add one URL filtering policy with categories defined by COE
 - Add one whitelist policy with sites defined by COE
 - Add one web reputation policy
- Data Center Nexus
 - Physical Staging and Burn In
 - Rack mount units into City of Englewood provided racks
 - Power up units
 - Confirm successful power up
 - Label equipment per City of Englewood standards (COE Responsibility)
 - Terminate connections
 - Install applicable fiber connectors
 - Install applicable Cat5/Cat6 cabling to end-points using 24/7 Networks methodology (COE Responsibility – additional patch cables required)
 - Configure networking equipment with the following Layer 2 features:
 - VLAN's and management interface
 - 802.1q trunking to other switches
 - Layer 2 QoS
 - Layer 2 best practice configurations

- Other features and functionality, as needed, currently implemented in the legacy environment
- Configure networking equipment with the following Layer 3 features:
 - VLAN IP addressing
 - HSRP routing
 - Routing protocol cleanup
 - Security features (AAA)
 - Layer 3 QoS (if needed)
 - Best practice configurations
 - Other features and functionality, as needed, currently implemented in the legacy environment
- Other tasks for the successful deployment of the Data Center Nexus Network
 - Cable mapping of existing switch port configurations (COE Responsibility)
 - Deploy a 10G backbone between Nexus switches
 - Switch configuration build for all networking equipment included in the referenced quote
 - Development of cut sheets and other cutover materials to ensure a successful network transition
 - Preparation of the existing switches to accommodate the network refresh (COE Responsibility)
 - Migration of the Layer 2 and Layer 3 interfaces from the legacy Catalyst environment to the new Cisco core network
 - Patching the fiber and copper cross-connect connections between all equipment in the Core Network
- Terminate connections:
 - Install applicable connectors, as required (COE Responsibility)
- Access Switch Upgrades
 - Physical Staging and Burn In
 - Rack mount units into City of Englewood provided racks (COE Responsibility)
 - Power up units (COE Responsibility)
 - Confirm successful power up (COE Responsibility)
 - Label equipment per City of Englewood standards (COE Responsibility)
 - Terminate connections
 - Install applicable fiber connectors (COE Responsibility)

- Install applicable Cat5/Cat6 cabling to end-points (COE Responsibility)
 - Configure networking equipment with the following Layer 2 features:
 - VLAN's and management interface
 - 802.1q trunking to other switches
 - Layer 2 QoS
 - Layer 2 best practice configurations
 - Other features and functionality, as needed, currently implemented in the legacy environment
 - Configure networking equipment with the following Layer 3 features:
 - VLAN IP addressing
 - HSRP routing
 - Routing protocol cleanup
 - Security features (AAA)
 - Layer 3 QoS (if needed)
 - Best practice configurations
 - Other features and functionality, as needed, currently implemented in the legacy environment
- Other tasks for the successful deployment of the Core Network
 - Cable mapping of existing switch port configurations (COE Responsibility)
 - Deploy a 10G backbone between core switches
 - Switch configuration build for all networking equipment included in the referenced quote
 - Development of cut sheets and other cutover materials to ensure a successful network transition (COE Responsibility)
 - Preparation of the existing switches to accommodate the network refresh (COE Responsibility)
 - Migration of the Layer 2 and Layer 3 interfaces from the legacy Catalyst environment to the new Cisco core network
 - Patching the fiber and copper cross-connect connections between all equipment in the Core Network (COE Responsibility)
- Terminate connections
 - Install applicable connectors, as required (COE Responsibility)

Deliverable:

- *Functional network per City of Englewood approved designs*

Phase 5: Migration

24/7 Networks has provided for the migration of the core network, edge router and firewall networks from the legacy environment. Such migration shall occur in one (1) after-hours migration event and then be supported by 24/7 Networks with up to one (1) eight (8) hour day of onsite support on the first regular business day following the migration event, or functional production network without critical or high severity open issues.

24/7 Networks has provided for the migration of the data center from the legacy environment. Such migration shall occur in up to one (1) after-hours migration events and then be supported by 24/7 Networks with up to one (1) eight (8) hour day of onsite support on the first regular business day following the migration event, or functional production network without critical or high severity open issues.

Migration Warranty

Critical to high severity outages directly caused by 24/7 Networks will be resolved by 24/7 Networks without charge or consumption of hours.

Deliverable:

- *Equipment migrated to production environment.*

Phase 6: Test and Acceptance

This section provides a review of the test and acceptance procedures performed by 24/7 Networks in conjunction with City of Englewood. 24/7 Networks will develop a comprehensive testing and acceptance plan in conjunction with the City of Englewood staff. This development will occur over five (5) business days.

City of Englewood will have up to five (5) business days after each migration event to conduct test acceptance in conjunction with 24/7 Networks. After five (5) days, the network will automatically be considered accepted unless prior notice is given to 24/7 Networks to remediate. A copy of the preliminary Test and Acceptance forms will be provided at the kick-off meeting. This form is used to confirm City of Englewood's sign-off during the test and acceptance period. Modifications to the test and acceptance forms may be made after finalization, but must be approved by both City of Englewood and 24/7 Networks.

Deliverable:

- Test scripts executed and passed as per acceptance criteria identified

Phase 7: Documentation and Knowledge Transfer

24/7 Networks will provide City of Englewood with all documentation compiled during the course of the project. 24/7 Networks will deliver the documentation to City of Englewood in both hard copy and soft copy formats (on a Data CD). This documentation will include the following:

- Project Management Information
 - Project Planning Materials
 - Services Change Orders
 - Hardware Change Orders

- Out of Scope Work Hours
- Product Inventory
- Serial Numbers
- Test and Acceptance Documentation
- As-Built Documentation
 - Network Configurations
 - Network
 - Compute
 - Storage
 - Device Hardware configurations
 - Device Software configuration
 - Software Version reports
 - Network Diagrams
 - Physical (Layer 1)
 - Logical (Layer 2)
 - IP Network (Layer 3)

Deliverables:

- *As-built documentation and approved by City of Englewood*
- *Project management information documented and approved by City of Englewood*

Assumptions

This section details assumptions made by 24/7 Networks for this project:

- City of Englewood agrees to provide reasonable access to City of Englewood sites and facilities, including where applicable, computer equipment, telecom equipment, facilities, work space and telephone for 24/7 Networks use during the project.
- City of Englewood agrees to provide proper security clearances and/or escorts as required to access the site for equipment installation and maintenance.
- City of Englewood agrees to provide VPN remote access to 24/7 Networks throughout the course of this project.
- City of Englewood agrees to provide adequate secured storage areas on the City of Englewood sites for 24/7 Networks equipment for the duration of the project.
- City of Englewood agrees to install and verify the operation of all external communications equipment not provided by 24/7 Networks (equipment not included in the 24/7 Networks bill of

materials). This equipment will be installed, tested, and deemed to be operational prior to 24/7 Networks arrival at City of Englewood site.

- City of Englewood agrees to, when requested by 24/7 Networks, provide the City of Englewood building layouts, including the floor plan, cabling and power location for all applicable sites.
- City of Englewood agrees that any delays caused by the carrier on the installation, termination, provisioning or activation of circuits may be charged at the out-of-scope hourly rate.
- City of Englewood agrees to ensure that all circuits have been clearly labeled in a manner that identifies what component of network equipment it is to be used with.
- City of Englewood agrees to provide all cabling required to complete the installation that is not included with this equipment. Cabling will be delivered to the installation site prior to the arrival of the 24/7 Networks installation time. This includes desktop patch cords, closet patch cords, patch panels, etc. All cabling longer than 20 feet will be installed by City of Englewood and will be labeled with an indication of what the cabling supports, unless included as part of the Statement of Work.
- City of Englewood agrees to provide technician or end user to test functionality of equipment once installation is complete.
- All circuits will be cross connected, demarc extended and terminated by City of Englewood or a City of Englewood-certified wiring contractor. If 24/7 Networks is required to perform and cabling or circuit extensions, City of Englewood will be billed as per the appropriate time and material rate to complete the task.
- City of Englewood agrees to prepare the installation sites. **In particular, ensure that proper environmental conditions are met and adequate power (including UPS) is available.** Onsite installation delays caused by the lack of completed site preparation, or failure to meet any responsibilities as specified above on the part of City of Englewood will be billed at the prevailing Field Engineer time and materials basis at the hourly rates set forth hereunder. Any additional costs incurred by City of Englewood as a result of delays caused other than by 24/7 Networks shall be the sole responsibility of City of Englewood.
- 24/7 Networks will not remediate the legacy Cisco environment. Should an implementation scenario arise where legacy and new network environments need to run in parallel; this may require a change order to accomplish.

Investment

This is a fixed-price implementation, with a project investment of \$ 23,680. Invoices will be sent according to the following milestone billing schedule.

Milestone Billing

Milestone	Phase Completion	Amount Billed
1	Project Initiation	\$11,840
2	Project Completion	\$11,840
		\$23,680

Any changes to scope of work will require an amendment to the statement of work and pre-approval by City of Englewood. Travel expenses (mileage, shipping) are not included in the hourly rate, and will be billed separately to Client. Travel expenses will require pre-approval by City of Englewood. Hardware terms will be Net 30 from date of receipt by City of Englewood.

Out of scope, after-hours work will be billed at 1.25 times the normal out of scope rate.

Out of Scope Rates	Billing Rate (hourly)
Network Architect (CCIE-level)	\$ 185.00
Consulting Engineer (CCNP-level)	\$ 165.00
Field Engineer (CCNA-level)	\$ 110.00
Project Manager	\$ 150.00

City will provide the City office space and support as it agrees may be appropriate, at its Civic Center facility.

IN WITNESS WHEREOF, pursuant and in accordance with the Professional Services Agreement between the parties hereto dated September 16, 2013, the parties have executed this Statement of Work as of this 16 day of September, 2013.

CITY OF ENGLEWOOD COLORADO

By: _____
(signature)
Chad Kravitz
Barry Sears

(Print Name)
Title: City Manager

24/7 Networks, Inc.
Company Name

By: _____
(signature)

Liam. Beckman
(Print Name)

Title: President



7000 S. Yosemite St., Ste 250, Centennial, CO 80112
Tel 303.991.2224 / Fax 303.362.5731

WWW.247NETWORKS.COM

Network Refresh - 2013 - 2 Phase Project					
Company: City of Englewood		Date: September 12, 2013			
Attn: Marcus Danko		Proposal Number:			
Phone:		Account Manager: Brian von der Heydt (303)991-2224			
Fax:		Inside Sales: Brian von der Heydt (303)991-2224			
Email:		Payment Terms:			
		FAX POs To: (303)362-5731			
Product Number	Description	Qty	List Price	Unit Price	Extended Price

This proposal is valid for 30 days from the date of issuance and is subject to 24/7 Networks' Standard Terms and Conditions of Sale (http://www.247networks.com/terms_and_conditions_of_sale.html)

State Contract Number 37792

CORE NETWORK REPLACEMENT

Cisco Core 4500X - 24 Port 10 Gig Enhanced Switches - Redundant Power Supply

WS-C4500X-24X-ES	Catalyst 4500-X 24 Port 10G Ent. Services Frt-to-Bk No P/S	2	\$ 24,000.00	\$ 13,200.00	\$ 26,400.00
C4KX-PWR-750AC-R/2	Catalyst 4500X 750W AC front to back cooling 2nd PWR supply	2	\$ 2,000.00	\$ 1,100.00	\$ 2,200.00
C4KX-PWR-750AC-R	Catalyst 4500X 750W AC front to back cooling power supply	2	\$ 2,000.00	\$ 1,100.00	\$ 2,200.00
CAB-US515-C15-US	NEMA 5-15 to IEC-C15 8ft US	4	\$ -	\$ -	\$ -
CON-SMBS-WSC24EXX	SMBS 8X5XNBD Catalyst 4500-X 24 Port 10G Ent. Service	2	\$ 1,254.00	\$ 1,065.90	\$ 2,131.80
C4500X-16P-IP-ES	IP Base to Ent. Services license for 16 Port Catalyst 4500-X	2	\$ -	\$ -	\$ -
C4KX-NM-8SFP+	Catalyst 4500X 8 Port 10G Network Module	2	\$ -	\$ -	\$ -
SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter	4	\$ 150.00	\$ 82.50	\$ 330.00

Core Switch Optics for Phase 1 WAN Upgrades

SFP-10G-SR	10GBASE-SR SFP Module		\$ 1,495.00	\$ 822.25	\$ -
SFP-10G-LR	10GBASE-LR SFP Module	2	\$ 3,995.00	\$ 2,197.25	\$ 4,394.50

SFPs for existing sites

GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	4	\$ 500.00	\$ 275.00	\$ 1,100.00
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	6	\$ 995.00	\$ 547.25	\$ 3,283.50

Test Dev Switch

GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	2	\$ 500.00	\$ 275.00	\$ 550.00
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Access Layer 4506 - 240 x 10/100/1000 PoE Ports - 10Gig to Core - 220 Ps

WS-C4506E-S7L+96V+	4506-E Chassis two WS-X4648-RJ45V+E Sup7L-E LAN Base	1	\$ 18,000.00	\$ 9,900.00	\$ 9,900.00
WS-X4648-RJ45V+E	Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45)	3	\$ 7,495.00	\$ 4,122.25	\$ 12,366.75
C4500E-S7L-DEFAULT	Default WS-X45-SUP7L-E with WS-X4648-RJ45V+E Bundle	1	\$ -	\$ -	\$ -
S45EU-33-1511SG	CAT4500e SUP7-E/SUP7L-E Universal Image	1	\$ -	\$ -	\$ -
PWR-C45-2800ACV	Catalyst 4500 2800W AC Power Supply (Data and PoE)	1	\$ 1,995.00	\$ 1,097.25	\$ 1,097.25
CAB-AC-2800W-TWLK	U.S. Power Cord, Twist Lock, NEMA 6-20 Plug	2	\$ -	\$ -	\$ -
PWR-C45-2800ACV	Catalyst 4500 2800W AC Power Supply (Data and PoE)	1	\$ 1,995.00	\$ 1,097.25	\$ 1,097.25
WS-X45-SUP7L-E	Catalyst 4500 E-Series Supervisor 7L-E 520Gbps	1	\$ -	\$ -	\$ -
WS-X4648-RJ45V+E	Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45)	2	\$ -	\$ -	\$ -
C4500E-LB	License for Lan Base	1	\$ -	\$ -	\$ -
SFP-H10GB-CU5M	10GBASE-CU SFP+ Cable 5 Meter	2	\$ 260.00	\$ 143.00	\$ 286.00

Cisco 24 Port DMZ Switches

WS-C3560X-24T-E	Catalyst 3560X 24 Port Data IP Services	2	\$ 8,300.00	\$ 4,565.00	\$ 9,130.00
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	2	\$ -	\$ -	\$ -
S356XVK9T-12255SE	CAT 3560X IOS UNIVERSAL WITH WEB BASED DEV MGR	2	\$ -	\$ -	\$ -
C3KX-PWR-350WAC	Catalyst 3K-X 350W AC Power Supply	2	\$ -	\$ -	\$ -
GLC-T=	1000BASE-T SFP	4	\$ 395.00	\$ 217.25	\$ 869.00

Professional Services - TurnKey Installation		1	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00
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CORE NETWORK REPLACEMENT \$ 84,736.05

Product Number	Description	Qty	List Price	Unit Price	Extended Price
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This proposal is valid for 30 days from the date of issuance and is subject to 24/7 Networks' Standard Terms and Conditions of Sale (http://www.247networks.com/terms_and_conditions_of_sale.html)

EDGE ROUTER AND T1 ROUTER REPLACEMENT

Cisco 2951 - Edge Router - Copper SFPs for Connection to 4500X

CISCO2951/K9	Cisco 2951 w/3 GE 4 EHWIC 3 DSP 2 SM 256MB CF 512MB DRAM IPB	1	\$ 7,500.00	\$ 4,125.00	\$ 4,125.00
CON-SNT-2951	SMARTNET 8X5XNBD Cisco 2951 w/3 GE	1	\$ 960.00	\$ 816.00	\$ 816.00
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	1	\$ -	\$ -	\$ -
S2951UK9-15204M	Cisco 2951 IOS UNIVERSAL	1	\$ -	\$ -	\$ -
PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply	1	\$ -	\$ -	\$ -
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1	\$ -	\$ -	\$ -
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1	\$ -	\$ -	\$ -
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	\$ -	\$ -	\$ -
MEM-2951-512MB-DEF	512MB DRAM (1 512MB DIMM) for Cisco 2951 ISR (Default)	1	\$ -	\$ -	\$ -

Cisco 2911 - T1 Router for Golf Maintenance

CISCO2911/K9	Cisco 2911 w/3 GE 4 EHWIC 2 DSP 1 SM 256MB CF 512MB DRAM IPB	1	\$ 2,695.00	\$ 1,482.25	\$ 1,482.25
CON-SNT-2911	SMARTNET 8X5XNBD Cisco 2911 w/3 GE4	1	\$ 440.00	\$ 374.00	\$ 374.00
S29UK9-15102T	Cisco 2901-2921 IOS UNIVERSAL	1	\$ -	\$ -	\$ -
HWIC-1DSU-T1	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	1	\$ 1,000.00	\$ 550.00	\$ 550.00
PWR-2911-AC	Cisco 2911 AC Power Supply	1	\$ -	\$ -	\$ -
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1	\$ -	\$ -	\$ -
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1	\$ -	\$ -	\$ -
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	\$ -	\$ -	\$ -
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1	\$ -	\$ -	\$ -
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	1	\$ -	\$ -	\$ -

Professional Services - TurnKey Installation

1 \$ 2,590.00 \$ 2,590.00 \$ 2,590.00

EDGE ROUTER AND T1 ROUTER REPLACEMENT \$ 9,937.25

ASA FIREWALL REPLACEMENTS

ASA5515 with Webfilter for 3 years

ASA5515-SSD120-K9	NGFW ASA 5515-X w/ SW 6GE Data 1GE Mgmt AC 3DES/AES SSD 120G	2	\$ 5,595.00	\$ 3,077.25	\$ 6,154.50
CON-SMBS-A15SDK9	SMBS 8X5XNBD ASA 5515-X with SW,,	2	\$ 369.00	\$ 313.65	\$ 627.30
SF-ASA-CX-9.1-K8	ASA 5500 Series CX Software v9.1	2	\$ -	\$ -	\$ -
SF-ASA-X-9.1-K8	ASA 9.1 Software image for ASA 5500-X Series5585-X & ASA-SM	2	\$ -	\$ -	\$ -
ASA5515-AW3Y-PR	ASA 5515-X CX AVC and Web Security Essentials 3Year (Promo)	2	\$ 3,450.00	\$ 1,897.50	\$ 3,795.00
ASA-AC-E-5515	AnyConnect Essentials VPN License - ASA 5515-X (250 Users)	2	\$ 150.00	\$ 82.50	\$ 165.00
ASA-AC-M-5515	AnyConnect Mobile - ASA 5515-X (req. Essentials or Premium)	2	\$ 150.00	\$ 82.50	\$ 165.00
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	2	\$ -	\$ -	\$ -
ASA-VPN-CLNT-K9	Cisco VPN Client Software (Windows Solaris Linux Mac)	2	\$ -	\$ -	\$ -
ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)	2	\$ -	\$ -	\$ -
ASA-ANYCONN-CSD-K9	ASA 5500 AnyConnect Client + Cisco Security Desktop Software	2	\$ -	\$ -	\$ -
ASA5500X-SSD120INC	ASA 5512-X through 5555-X 120GB MLC SED SSD (Incl.)	2	\$ -	\$ -	\$ -
ASA5515-MB	ASA 5515 IPS Part Number with which PCB Serial is associated	2	\$ -	\$ -	\$ -

Professional Services - Install and Configuration

1 \$ 2,590.00 \$ 2,590.00 \$ 2,590.00

ASA FIREWALL REPLACEMENTS \$ 13,496.80

DATA CENTER NEXUS SOLUTION

Server Side - Nexus 5548s and 2224s - 10 GIG to the Core

N5K-C5548UP-FA	Nexus 5548 UP Chassis 32 10GbE Ports 2 PS 2 Fans	2	\$ 25,600.00	\$ 14,080.00	\$ 28,160.00
CON-SNT-C5548UP	SMARTNET 8X5XNBD Nexus 5548 UP Chassis 32 10GbE Ports	2	\$ 1,265.00	\$ 1,075.25	\$ 2,150.50
N5548-ACC-KIT	Nexus 5548 Chassis Accessory Kit	2	\$ -	\$ -	\$ -
N55-BAS1K9	Layer 3 Base License for Nexus 5500 Platform	2	\$ -	\$ -	\$ -
N55-M-BLNK	Nexus 5500 Module Blank Cover	2	\$ -	\$ -	\$ -
N55-PAC-750W	Nexus 5500 PS 750W Front to Back Airflow	4	\$ -	\$ -	\$ -
N55-D160L3-V2	Nexus 5548 Layer 3 Daughter Card Version 2	2	\$ 5,000.00	\$ 2,750.00	\$ 5,500.00
N55-8P-SSK9	Nexus 5500 Storage License 8 Ports	2	\$ 3,200.00	\$ 1,760.00	\$ 3,520.00
N5KUK9-513N2.1	Nexus 5000 Base OS Software Rel 5.1(3)N2(1)	2	\$ -	\$ -	\$ -
CAB-9K12A-NA	Power Cord 125VAC 13A NEMA 5-15 Plug North America	4	\$ -	\$ -	\$ -
N5548P-FAN	Nexus 5548P Fan Module	4	\$ -	\$ -	\$ -
SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter	2	\$ 150.00	\$ 82.50	\$ 165.00

Product Number	Description	Qty	List Price	Unit Price	Extended Price
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This proposal is valid for 30 days from the date of issuance and is subject to 24/7 Networks' Standard Terms and Conditions of Sale (http://www.247networks.com/terms_and_conditions_of_sale.html)

SFP-10G-SR	10GBASE-SR SFP Module	4	\$ 1,495.00	\$ 822.25	\$ 3,289.00
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N2Ks with 10 Gig Fet Optics

N2K-C2224TF	Nexus 2224TP with 4 FET choice of airflow/power	2	\$ 8,000.00	\$ 4,400.00	\$ 8,800.00
CON-SNT-C2224TF	SMARTNET 8X5XNBD Nexus 2224TP with 4 FET	2	\$ -	\$ -	\$ -
CAB-9K12A-NA	Power Cord 125VAC 13A NEMA 5-15 Plug North America	4	\$ -	\$ -	\$ -
FET-10G	10G Line Extender for FEX	8	\$ -	\$ -	\$ -
N2224TP-FA-BUN	Standard airflow pack: N2K-C2224TP-1GE 2AC PS 1Fan	2	\$ -	\$ -	\$ -
CON-SNT-2224TFA	SMARTNET 8X5XNBD Standard airflow pack: N2K-C2224TP-1GE	2	\$ 175.00	\$ 148.75	\$ 297.50
	Fiber Patch Cables	4	\$ 36.00	\$ 36.00	\$ 144.00

Professional Services - TurnKey Installation		1	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00
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DATA CENTER NEXUS SOLUTION \$ 59,426.00

ACCESS SWITCHING UPGRADES

Safety Services South Closet- 3560XS 48 ports and 10 Gig to Core

WS-C3560X-48P-S	Catalyst 3560X 48 Port PoE IP Base	1	\$ 9,000.00	\$ 4,950.00	\$ 4,950.00
C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	1	\$ -	\$ -	\$ -
C3KX-NM-10G	Catalyst 3K-X 10G Network Module option PID	1	\$ 2,500.00	\$ 1,375.00	\$ 1,375.00
SFP-10G-LR=	10GBASE-LR SFP Module	1	\$ 3,995.00	\$ 2,197.25	\$ 2,197.25

Dispatch Closet -3560X - 96 ports and 10 Gig to Core

WS-C3560X-48P-S	Catalyst 3560X 48 Port PoE IP Base	2	\$ 9,000.00	\$ 4,950.00	\$ 9,900.00
C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	1	\$ -	\$ -	\$ -
C3KX-NM-10G	Catalyst 3K-X 10G Network Module option PID	2	\$ 2,500.00	\$ 1,375.00	\$ 2,750.00
SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter	1	\$ 150.00	\$ 82.50	\$ 82.50
SFP-10G-SR	10GBASE-SR SFP Module	1	\$ 1,495.00	\$ 822.25	\$ 822.25

Safety Services - 4506 with 96 ports and 12 Fiber SFP Ports

WS-C4506E-S7L+96V+	4506-E Chassis two WS-X4648-RJ45V+E Sup7L-E LAN Base	1	\$ 18,000.00	\$ 9,900.00	\$ 9,900.00
WS-X4612-SFP-E	Catalyst 4500 E-Series 12-Port GE (SFP)	1	\$ 5,995.00	\$ 3,297.25	\$ 3,297.25
C4500E-S7L-DEFAULT	Default WS-X45-SUP7L-E with WS-X4648-RJ45V+E Bundle	1	\$ -	\$ -	\$ -
S45EU-34-1512SG	CAT4500e SUP7-E/SUP7L-E Universal Image	1	\$ -	\$ -	\$ -
PWR-C45-4200ACV=	Catalyst 4500 4200W AC dual input Power Supply (Data + PoE)	2	\$ 2,995.00	\$ 1,647.25	\$ 3,294.50
CAB-US515P-C19-US	NEMA 5-15 to IEC-C19 13ft US	4	\$ -	\$ -	\$ -
WS-X45-SUP7L-E	Catalyst 4500 E-Series Supervisor 7L-E 520Gbps	1	\$ -	\$ -	\$ -
WS-X4648-RJ45V+E	Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45)	2	\$ -	\$ -	\$ -
C4500E-LB-IPB	Lan Base to IP Base license	1	\$ 9,995.00	\$ 5,497.25	\$ 5,497.25
SFP-10G-SR	10GBASE-SR SFP Module	1	\$ 1,495.00	\$ 822.25	\$ 822.25
SFP-10G-LR=	10GBASE-LR SFP Module	3	\$ 3,995.00	\$ 2,197.25	\$ 6,591.75
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	3	\$ 500.00	\$ 275.00	\$ 825.00
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	1	\$ 995.00	\$ 547.25	\$ 547.25

Professional Services - Configuration Support Only		1	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00
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ACCESS SWITCHING UPGRADES \$ 56,552.25

PHASE 1 TOTAL \$ 224,148.35

COUNCIL COMMUNICATION

Date: October 21, 2013	Agenda Item: 11 a i	Subject: Bill for an Ordinance to Extend the Limited Waiver of the Waste Transfer Surcharge
Initiated By: Department of Finance and Administrative Services	Staff Source: Frank Gryglewicz, Director	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

This action furthers intergovernmental cooperation between the cities of Englewood, Littleton and Sheridan. The City Council passed Ordinance 30, Series of 1993 authorizing a limited waiver of waste transfer surcharge until December 31, 1995, and Ordinance 22, Series of 1995 authorizing a limited waiver of waste transfer surcharge until December 31, 1998. On June 7, 1999, Council approved Ordinance 31, Series of 1999 on final reading that further extended the waiver through 2001. Ordinance 14, Series of 2002 extended the waiver until December 31, 2004. Ordinance 29, Series of 2005 extended the waiver until December 31, 2007. Ordinance 1, Series of 2007/2008 extended the waiver until December 31, 2009, but the Council Communication requested extending the waiver until December 31, 2010. Council extended the waiver until December 31, 2013 with the passage of Ordinance 22, Series of 2010.

RECOMMENDED ACTION

Staff recommends approval of this bill for an ordinance extending the waste transfer surcharge until December 31, 2016 (three summer seasons).

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood initially passed Ordinance 25, Series of 1987 on April 20, 1987 instituting the Waste Transfer Surcharge. The Surcharge imposes a forty-three cent surcharge on each cubic yard or portion thereof by each person disposing of trash at a waste transfer facility. The definition of "person" in the ordinance includes political subdivisions of the State of Colorado.

Ordinance 56, Series of 2011 increased the Surcharge to \$.43 per cubic yard effective January 1, 2012.

The City of Englewood has received requests to continue the waiver of the surcharge for public purposes. Englewood, Littleton, and Sheridan have requested waivers for their annual "clean-up" programs. The waiver sunsets on December 31, 2013 so the waiver must be extended at this time for the 2014, 2015, and 2016 annual cleanups.

FINANCIAL IMPACT

The waiver will reduce potential revenues by an estimated \$2,000 annually.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013 _____

COUNCIL BILL NO. 56
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AMENDING TITLE 4, CHAPTER 7, SECTION 11, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO THE EXTENSION OF THE LIMITED WAIVER OF THE WASTE TRANSFER SURCHARGE.

WHEREAS, the City Council of the City of Englewood, Colorado passed Ordinance No. 25, Series 1987, instituting the Waste Transfer Surcharge which imposed a twenty cent surcharge on each cubic yard or portion thereof by each person disposing of trash at a waste transfer facility; and

WHEREAS, the Englewood City Council passed Ordinance No. 30, Series of 1993, which granted a limited waiver of the Waster Transfer Surcharge until December 31, 1995; and

WHEREAS, the Englewood City Council passed Ordinance No. 22, Series of 1995, which authorized a limited waiver of the Waste Transfer Surcharge until December 31, 1998; and

WHEREAS, the Englewood City Council passed Ordinance No. 31, Series of 1999, which granted a limited waiver of the Waster Transfer Surcharge until December 31, 2001; and

WHEREAS, the Englewood City Council passed Ordinance No. 14, Series 2002 extended the waiver until December 31, 2004; and

WHEREAS, the Englewood City Council passed Ordinance No. 29, Series 2005 extended the waiver of the surcharge until December 31, 2007; and

WHEREAS, the Englewood City Council passed Ordinance No. 1, Series 2008 extending the waiver of the surcharge until December 31, 2009; and

WHEREAS, the Englewood City Council passed Ordinance No. 22, Series 2010 extending the waiver of the surcharge until December 31, 2013; and

WHEREAS, the Englewood City Council passed Ordinance No. 56, Series of 2011 which increased the Surcharge to \$.43 per cubic yard effective January 1, 2012; and

WHEREAS, the passage of this proposed Ordinance will extend the waiver of the surcharge until December 31, 2016;

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

Section 1. The City Council of the City of Englewood, Colorado hereby approves an Ordinance amending Title 4, Chapter 7, Subsection 11, with the extension of the Limited Waiver of the Waste Transfer Surcharge to read as follows:

4-7-11: Limited Waiver of Surcharge: The requirements of this Chapter shall not apply during the months of May, June, July, August and September to any Municipality which meets the following criteria:

- A. Incorporated with a City Hall within the boundaries of Arapahoe County.
- B. Does not provide municipal collection of household solid waste directly or indirectly.
- C. Offers to its citizens the collection of household trash on a limited basis during the months of May, June, July, August and September.

This Section shall be effective only until December 31, ~~2013~~ 2016, after which time it shall be null and void without further action of the City.

Section 2. 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 3. 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 4. 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 5. 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 6. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 21st day of October, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 25th day of October, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of October, 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 21st day of October, 2013.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: October 21, 2013	Agenda Item: 11 a ii	Subject: Ordinance Approving the Sale of City-Owned Property Located at 3415 S. Broadway to the Englewood Urban Renewal Authority
Initiated By: Community Development	Staff Source: Alan White, Community Development Director	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Medici Communities presented the proposed project to City Council and EURA members at the September 3, 2013 and September 9, 2013 study sessions. Sale of the City-owned portion of the redevelopment property was discussed on September 23, 2013 and October 14, 2014 as an executive session topic.

RECOMMENDED ACTION

Staff recommends approval of an ordinance, on first reading, approving the sale of City-owned property located at 3415 S. Broadway to the Englewood Urban Renewal Authority (EURA).

The sale is contingent upon two conditions as requested by Council:

1. Adequate parking shall be provided for businesses fronting S. Broadway based on the 2013 parking study.
2. The design of the redevelopment project shall be substantially as presented to EURA and City Council in Medici Community's 3rd Submittal in the EURA.
3. Should construction of the redevelopment project fail to commence within the time period required by the EURA, the ownership of the property shall revert to the City unless the City and EURA agree otherwise.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In the mid-1980's the Englewood Urban Renewal Authority (EURA) acquired the majority of the land on which this urban renewal project is proposed. Also during this time, the City acquired a 50-foot wide parcel fronting Broadway as a result of a fire at the structure previously occupying that parcel. Together the two parcels comprise 1.8 acres. The parcels have remained vacant since they were acquired and have been used for parking.

Although two previous attempts to redevelop the property had not been successful, in 2012 the Board of the EURA and the City Council both agreed to gauge interest in developing the property by issuing a Request for Proposals (RFP). A draft RFP was prepared and was reviewed first by EURA, then Council. The final draft was reviewed by EURA in October 2012. The EURA Board decided that the RFP should be issued early in 2013. The RFP was reviewed by Council one last time on February 25, 2013.

The RFP soliciting development proposals was issued on March 6, 2013. The RFP was mailed to 42 local (Front Range) real estate development companies in addition to a handful who called in response to the sign posted on the property. The submittal deadline was April 12th. At their April 10th meeting the EURA Board scheduled a special meeting on April 24th to review the development proposals received and establish the next steps in the selection process. The Board also requested the participation of two Council members in this process. The selection of two members from Council occurred on April 22nd.

Three proposals were received by the deadline. EURA reviewed the proposals on April 24th and eliminated one proposal from further consideration. The Board directed staff to request additional information from the remaining developers, with a deadline of May 3rd to reply.

On May 8th the additional information was reviewed and the Board set July 10th as the date for presentations by the two developers. After the presentations, the Board had additional questions and concerns and requested information for a second round of presentations. The Board met on August 7th to review the additional information and conducted second interviews/presentations on August 14th. Due to the late hour, the Board postponed selecting a preferred developer until a special meeting held on August 21st. At that meeting, the Board selected Medici Communities as the preferred developer.

Simultaneous to negotiations with Medici, the EURA Board directed staff to obtain an update to the appraisal of the property obtained in September 2012. That new appraisal was obtained and in the opinion of the appraiser, the fair market value of the City-owned property was determined to be \$215,000.

FINANCIAL IMPACT

The City will receive \$215,000 from the EURA once the closing on the sale of the remainder of the project property occurs. The project has an estimated value of \$24.8 million. The City will receive one-time revenues including use tax, permit fees and parks fee in lieu of dedication. It is anticipated that Medici will request redevelopment assistance under the City's incentive policy which will affect the net one-time revenues to the City. The project includes 23,500 square feet of commercial space and sales tax revenue from these uses is anticipated. Property tax revenue will be received by the City and other taxing entities once construction is complete and the property is included on the county tax roll.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. 57
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING THE SALE OF 3415 SOUTH BROADWAY IN THE CITY OF ENGLEWOOD TO THE ENGLEWOOD URBAN RENEWAL AUTHORITY (EURA).

WHEREAS, in the mid-1980's the Englewood Urban Renewal Authority (EURA) acquired the majority of the land on which this urban renewal project is proposed; and

WHEREAS, in 2012 the Board of the EURA and the Englewood City Council both agreed to gauge interest in developing the property by issuing a Request for Proposals (RFP); and

WHEREAS, a draft RFP was prepared and was reviewed by the EURA and Council; and

WHEREAS, the EURA Board selected Medici Communities as the preferred developer; and

WHEREAS, simultaneous to negotiations with Medici, the EURA Board directed staff to obtain an update to the appraisal of the property obtained in September 2012; and

WHEREAS, that new appraisal was obtained and the fair market value of the City-owned property was determined to be \$215,000; and

WHEREAS, the City will receive \$215,000 from the EURA once the closing on the sale of the remainder of the project property occurs; and

WHEREAS, the design of the redevelopment project shall be substantially as presented to EURA and City Council in Medici Community's 3rd Submittal to the EURA; and

WHEREAS, should construction of the redevelopment project fail to commence within the time period required by the EURA, the ownership of the property shall revert to the City unless the City and EURA agree otherwise.

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 Mayor to sign a Contract to Buy and Sell Real Estate containing the conditions listed, attached hereto as Exhibit 1.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes the Mayor to sign the Quit Claim Deed for the sale of 3415 South Broadway to the Englewood Urban Renewal Authority.

Introduced, read in full, and passed on first reading on the 21st day of October, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 25th day of October, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of October, 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 21st day of October, 2013.

Loucrishia A. Ellis

CONTRACT TO BUY AND SELL REAL ESTATE

This Contract is made on the _____ day of _____, 2013, between THE CITY OF ENGLEWOOD, a Municipal Corporation, 1000 Englewood Parkway, Englewood, Colorado 80110 County of Arapahoe [Seller], and ENGLEWOOD URBAN RENEWAL AUTHORITY (EURA), 1000 Englewood Parkway, Englewood, CO. 80110 [Seller] agrees to buy, and the undersigned Seller, agrees to sell, on the terms and conditions set forth in this Contract, the following described real estate in the County of Arapahoe, Colorado, to wit:

Lots 44-45 BLK 1, Enwood Addition
City of Englewood, Colorado

As shown on the attached Exhibit A

This property shall be purchased together with all interest of seller, all improvements and all attached fixtures thereon. The purchase price shall be Two Hundred and Fifteen Thousand DOLLARS (\$215,000) payable in U. S. Dollars by Buyer to Seller.

This Contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

Subject to tender or payment by Buyer with the Seller shall execute and deliver a good and sufficient special Quit Claim Deed to Buyer, conveying the Property subject to the following conditions:

1. The Property is sold "as is, where is". All warranties expressed or implied including fitness for purpose of use are hereby waived by the Buyer.
2. The City (Seller) will not provide title insurance.
3. Adequate parking shall be provided for businesses fronting Broadway based upon the 2013 Parking Study.
4. The design of the redevelopment project shall be substantially as presented to EURA and City Council in Medici Community's 3rd Submittal to the EURA.
5. Payment to the City for the property shall be made within 10 working days of the date of the real estate closing between EURA and Medici Communities, LLC.
6. Should construction of the redevelopment project fail to commence within the time period required by the EURA, the ownership of the property shall revert to the City unless the City and EURA agree otherwise.
7. The EURA agrees that the property shall not be sold to or developed by another developer other than Medici Communities, either separately or as part of EURA's entire ownership, unless approved by both the EURA and the City.

Except as otherwise provided in this Contract, the property and inclusions shall be delivered in the condition existing as of the date of this Contract, ordinary wear and tear expected.

Closing shall take place at CityCenter Englewood at another place and date mutually agreed upon by the parties.

ENTIRE AGREEMENT. This Contract constitutes the entire contract between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract.

NOTICE OF ACCEPTANCE: COUNTERPARTS. If accepted, this document shall become a contract between Seller and Buyer. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

ENGLEWOOD URBAN RENEWAL AUTHORITY

Buyer: Laura Rogers – Chairman

Buyers Address: 1000 Englewood Parkway
Englewood, CO 80110

Date of Buyer's signature _____

ATTEST:

Julie Bailey - Recording Secretary

Buyer: Alan White – Executive Director

Buyers Address: 1000 Englewood Parkway
Englewood, CO 80110

Date of Buyer's signature _____

ATTEST:

Julie Bailey - Recording Secretary

CITY OF ENGLEWOOD, COLORADO

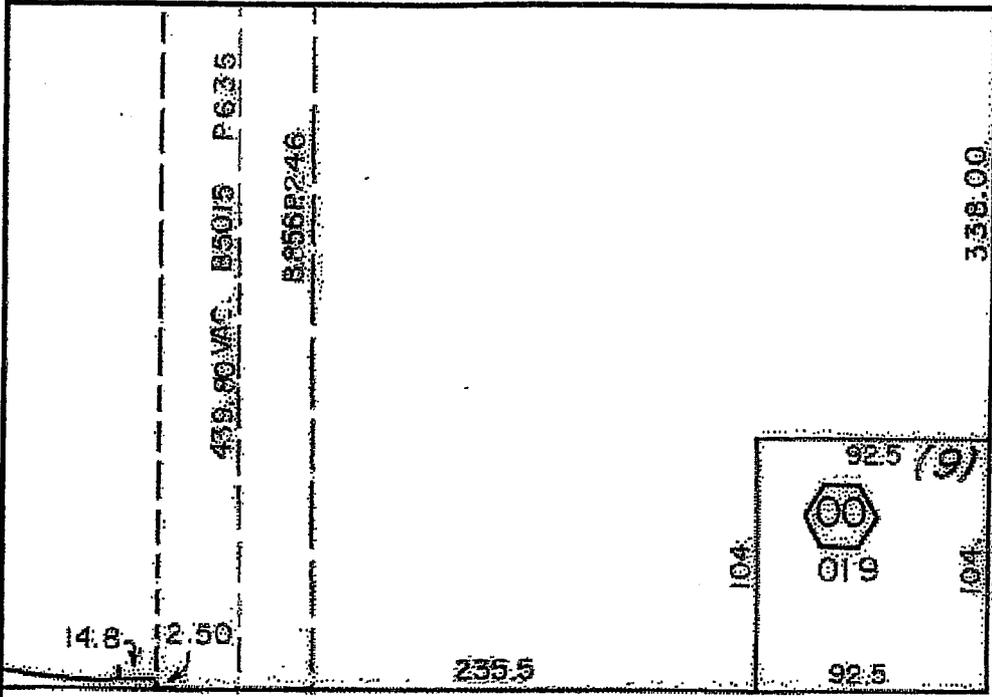
Seller: Randy P. Penn, Mayor

Sellers Address:
1000 Englewood Parkway
Englewood, CO 80110

Date of Seller's signature _____

ATTEST:

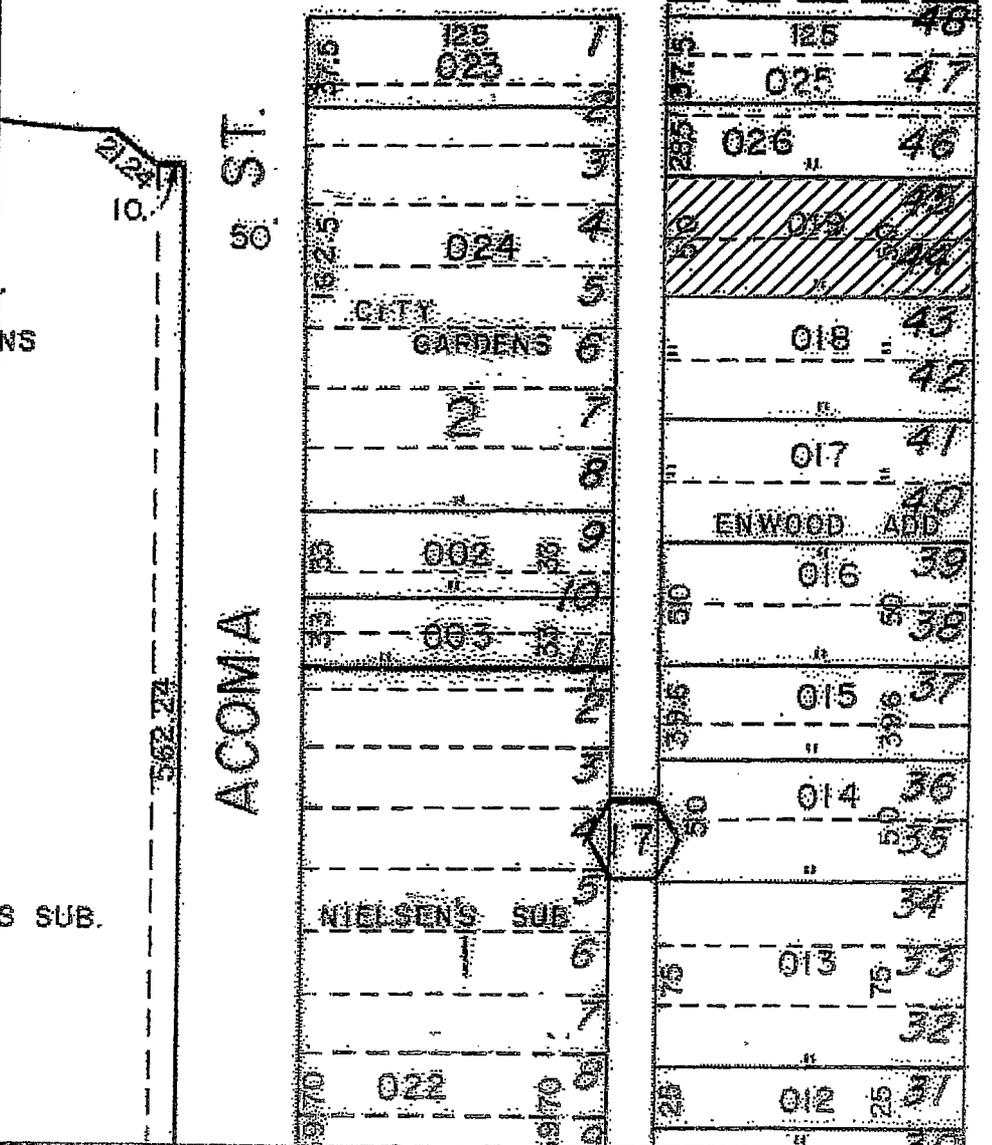
Loucrishia A. Ellis, City Clerk



ENGLEWOOD

PKWY.

3400 S



ACOMA ST.

BROADWAY

NS

S SUB.

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2013 _____

COUNCIL BILL NO. 52
 INTRODUCED BY COUNCIL
 MEMBER GILLIT

AN ORDINANCE FIXING THE TAX LEVY IN MILLS UPON EACH DOLLAR OF THE ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, it is the duty of the City Council of the City of Englewood, Colorado, under the Englewood Home Rule Charter and Colorado Revised Statutes, to make the annual property levy for City purposes; and

WHEREAS, the City Council has duly considered the estimated valuation of all the taxable property within the City and the needs of the City and of each of said levies and has determined that the levies as hereinafter set forth, are proper and wise; and

WHEREAS, the following levies are permitted under Article X, Section 20 of the Colorado Constitution without a vote by the citizens;

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

Section 1. That there be and hereby is levied for the year of 2013, due and payable as required by statute in the year 2014, a tax of 5.880 mills on the dollar for the General Fund of the City of Englewood, Colorado, and 2.244 mills on the dollar for the General Obligation Bond Debt Service Fund of the City of Englewood, Colorado.

That the levy hereinabove set forth shall be levied upon each dollar of the assessed valuation of all taxable property within the corporate limits of the City of Englewood, Colorado, and the said levy shall be certified by law.

Introduced, read in full, and passed on first reading on the 7th day of October, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 11th day of October, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 9th day of October, 2013 for thirty (30) days.

Read by title and passed on final reading on the 21ST day of October, 2013.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2013, on the 25th day of October, 2013.

Published by title on the City's official website beginning on the 23rd day of October, 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

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2013 _____

COUNCIL BILL NO. 50
 INTRODUCED BY COUNCIL
 MEMBER WOODWARD

AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF ENGLEWOOD,
 COLORADO, FOR FISCAL YEAR 2014.

WHEREAS, pursuant to the provisions of Part I, Article X, of the Charter of the City of Englewood, Colorado, a budget for fiscal year 2014 was duly submitted by the City Manager to the City Council on September 6, 2013; and

WHEREAS, a public hearing on said budget was held by the City Council within three weeks after its submission at the meeting of the City Council on September 16, 2013. Regular notice of the time and place of said hearing was published within seven days after submission of the budget in the manner provided in the Charter for the publication of an ordinance; and

WHEREAS, the City Council of the City of Englewood has studied and discussed the budget on numerous occasions;

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

Section 1. That the budget of the City of Englewood, Colorado, for fiscal year 2014, as submitted by the City Manager, duly considered by the City Council and with changes made by the City Manager to reflect Council discussion after public hearing, is adopted as the budget for the City of Englewood for the fiscal year 2014.

Section 2. GENERAL FUND

2014 BUDGET

Total Fund Balance, January 1, 2014 \$ 8,726,474

	<u>Revenues</u>
Sales/Use Tax	22,883,003
Property and Specific Ownership Tax	3,128,000
Franchise/Occupation/Cigarette Tax/Hotel	3,258,500
License/Permits	932,550
Intergovernmental Revenue	1,243,281
Charges for Services	3,340,803
Cultural & Recreation	2,594,232
Fines & Forfeitures	1,368,450
Interest	8,164
Contribution from Component Units	638,829
Other	<u>274,300</u>

Total Revenues	\$ 39,670,112
Other Financing Sources	<u>1,248,820</u>
Total Sources of Funds	\$ 40,918,932

	<u>Expenditures</u>
Legislation	354,570
City Manager's Office	703,758
City Attorney's Office	818,514
Municipal Court	1,026,895
Human Resources	468,826
Finance and Administrative Services	1,625,150
Information Technology	1,378,942
Community Development	1,235,802
Public Works	5,504,669
Police	11,543,760
Fire	8,202,319
Library Services	1,250,536
Parks and Recreation Services	5,804,158
Contingencies	200,000
Debt Service	<u>2,008,820</u>
Total Uses of Funds	\$ 42,126,719
 Total Fund Balance, December 31, 2014	 \$ 7,518,687

Section 3. SPECIAL REVENUE FUNDS

<u>Conservation Trust Fund</u>	
Fund Balance, January 1, 2014	\$ 88,952
Revenues	\$ 310,000
 Expenditures	 \$ 337,000
Fund Balance, December 31, 2014	\$ 61,952
 <u>Community Development Fund</u>	
Fund Balance, January 1, 2014	\$ -0-
Revenues	\$ 350,000
 Expenditures	 \$ 350,000
Fund Balance, December 31, 2014	\$ -0-

<u>Donors Fund</u>	
Fund Balance, January 1, 2014	\$ 218,096
Revenues	\$ 90,000
Expenditures	\$ 242,680
Fund Balance, December 31, 2014	\$ 65,416
<u>Parks and Recreation Trust Fund</u>	
Fund Balance, January 1, 2014	\$ 455,947
Revenues	\$ 16,300
Expenditures	\$ 365,000
Fund Balance, December 31, 2014	\$ 107,247
<u>Malley Center Trust Fund</u>	
Fund Balance, January 1, 2014	\$ 244,474
Revenues	\$ 7,000
Expenditures	\$ 75,000
Fund Balance, December 31, 2014	\$ 176,474
<u>Open Space Fund</u>	
Fund Balance, January 1, 2014	\$ 196,630
Revenues	\$ 665,000
Expenditures	\$ 805,630
Fund Balance, December 31, 2014	\$ 56,000

Section 4. DEBT SERVICE FUND

<u>General Obligation Bond Fund</u>	
Fund Balance, January 1, 2014	\$ 38,712
Revenues	\$ 1,107,000
Expenditures	\$ 1,106,963
Fund Balance, December 31, 2014	\$ 38,749

Section 5. CAPITAL PROJECT FUNDS

Public Improvement Fund

Fund Balance, January 1, 2014 \$ 1,001,427
Revenues \$ 3,009,000

Expenditures and Transfers \$ 3,190,820
Fund Balance, December 31, 2014 \$ 819,607

Capital Projects Fund

Fund Balance, January 1, 2014 \$ 78,282
Revenues and Transfers In \$ 1,153,000

Expenditures \$ 1,151,975
Fund Balance, December 31, 2014 \$ 79,307

Section 6. ENTERPRISE FUNDS

Water Fund

Fund Balance, January 1, 2014 \$ 10,793,233
Revenues \$ 9,076,085

Expenditures \$ 11,655,110
Fund Balance, December 31, 2014 \$ 8,214,208

Sewer Fund

Fund Balance, January 1, 2014 \$ 1,134,620
Revenues \$ 17,414,011

Expenditures \$ 17,246,403
Fund Balance, December 31, 2014 \$ 1,302,228

Storm Drainage Fund

Fund Balance, January 1, 2014 \$ 972,029
Revenues \$ 333,122

Expenditures \$ 323,736
Fund Balance, December 31, 2014 \$ 981,415

Golf Course Fund

Fund Balance, January 1, 2014 \$ 599,441
Revenues \$ 2,241,398

Expenditures \$ 2,626,498
Fund Balance, December 31, 2014 \$ 214,341

Concrete Utility Fund

Fund Balance, January 1, 2014 \$ 338,371
Revenues \$ 884,200

Expenditures	\$ 872,162
Fund Balance, December 31, 2014	\$ 350,409
 <u>Housing Rehabilitation Fund</u>	
Fund Balance, January 1, 2014	\$ 750,019
Revenues	\$ 1,000,000
Expenditures	\$ 1,000,000
Fund Balance, December 31, 2014	\$ 750,019

Section 7. INTERNAL SERVICE FUNDS

<u>Central Services Fund</u>	
Fund Balance, January 1, 2014	\$ 152,509
Revenues	\$ 388,400
Expenditures and Transfers	\$ 429,699
Fund Balance, December 31, 2014	\$ 111,210
 <u>Servicenter Fund</u>	
Fund Balance, January 1, 2014	\$ 1,187,203
Revenues	\$ 2,561,160
Expenditures and Transfers	\$ 3,290,180
Fund Balance, December 31, 2014	\$ 458,183
 <u>Capital Equipment Replacement Fund</u>	
Fund Balance, January 1, 2014	\$ 1,658,730
Revenues and Transfers In	\$ 1,026,894
Expenditures	\$ 1,760,066
Fund Balance, December 31, 2014	\$ 925,558
 <u>Risk Management Fund</u>	
Fund Balance, January 1, 2014	\$ 316,137
Revenues	\$ 1,442,765
Expenditures	\$ 1,443,774
Fund Balance, December 31, 2014	\$ 315,128
 <u>Employee Benefits Fund</u>	
Fund Balance, January 1, 2014	\$ 1,961
Revenues	\$ 6,115,186
Expenditures	\$ 6,115,998
Fund Balance, December 31, 2014	\$ 1,149

Section 8. That the said budget shall be a public record in the office of the City Clerk and shall be open to public inspection. Sufficient copies thereof shall be made available for the use of the City Council and the public, the number of copies to be determined by the City Manager.

Introduced, read in full, and passed on first reading on the 7th day of October, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 11th day of October, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 9th day of October, 2013 for thirty (30) days.

Read by title and passed on final reading on the 21ST day of October, 2013.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2013, on the 25th day of October, 2013.

Published by title on the City's official website beginning on the 23rd day of October, 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

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2013 _____

COUNCIL BILL NO. 51
 INTRODUCED BY COUNCIL
 MEMBER WOODWARD

AN ORDINANCE APPROPRIATING MONIES FOR ALL MUNICIPAL PURPOSES IN THE CITY OF ENGLEWOOD, COLORADO, FOR FISCAL YEAR BEGINNING JANUARY 1, 2014, AND ENDING DECEMBER 31, 2014, CONSTITUTING WHAT IS TERMED THE ANNUAL APPROPRIATION BILL FOR FISCAL YEAR 2014.

WHEREAS, a public hearing on the Proposed 2014 Budget was held September 16, 2013; and

WHEREAS, the operating budgets and Multiple Year Capital Plan for all City departments and funds were reviewed at a budget workshop held on September 23, 2013; and

WHEREAS, the Charter of the City of Englewood requires the City Council to adopt bills for ordinances adopting the Budget and Appropriation Ordinance no later than thirty days prior to the first day of the next fiscal year.

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

Section 1. That there be and there hereby is appropriated from the revenue derived from taxation in the City of Englewood, Colorado, from collection of license fees and from all other sources of revenue including available fund balances during the year beginning January 1, 2014, and ending December 31, 2014, the amounts hereinafter set forth for the object and purpose specified and set opposite thereto, specifically as follows:

GENERAL FUND

Legislation	\$	354,570
City Manager's Office		703,758
City Attorney's Office		818,514
Municipal Court		1,026,895
Human Resources		468,826
Finance and Administrative Services		1,625,150
Information Technology		1,378,942
Community Development		1,235,802
Public Works		5,504,669
Police		11,543,760
Fire		8,202,319
Library Services		1,250,536
Parks and Recreation Services		5,804,158
Contingencies		200,000
Debt Service – Civic Center		1,573,000

Debt Service – Other		<u>435,820</u>
Total General Fund	\$	42,126,719

CONSERVATION TRUST FUND

Total Conservation Trust Fund	\$	337,000
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COMMUNITY DEVELOPMENT FUND

Total Community Development Fund	\$	350,000
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DONORS FUND

Total Donors Fund	\$	242,680
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PARKS AND RECREATION TRUST FUND

Total Parks and Recreation Trust Fund	\$	365,000
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MALLEY CENTER TRUST FUND

Total Malley Center Trust Fund	\$	75,000
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OPEN SPACE FUND

Total Open Space Fund	\$	805,630
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GENERAL OBLIGATION BOND FUND

Total General Obligation Bond Fund	\$	1,106,963
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PUBLIC IMPROVEMENT FUND

Total Public Improvement Fund	\$	3,190,820
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CAPITAL PROJECTS FUND

Total Capital Projects Fund	\$	1,151,975
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WATER FUND

Total Water Fund \$ 11,655,110

SEWER FUND

Total Sewer Fund \$ 17,246,403

STORM DRAINAGE FUND

Total Storm Drainage Fund \$ 323,736

GOLF COURSE FUND

Total Golf Course Fund \$ 2,626,498

CONCRETE UTILITY FUND

Total Concrete Utility Fund \$ 872,162

HOUSING REHABILITATION FUND

Total Housing Rehabilitation Fund \$ 1,000,000

CENTRAL SERVICES FUND

Total Central Services Fund \$ 429,699

SERVICENTER FUND

Total ServiCenter Fund \$ 3,290,180

CAPITAL EQUIPMENT REPLACEMENT FUND

Total Capital Equipment Replacement Fund \$ 1,760,066

RISK MANAGEMENT FUND

Total Risk Management Fund \$ 1,443,774

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. 48
INTRODUCED BY COUNCIL
MEMBER WILSON

AN ORDINANCE ADOPTING THE BUDGET FOR THE LITTLETON/ENGLEWOOD
WASTEWATER TREATMENT PLANT FOR FISCAL YEAR 2014.

WHEREAS, a public hearing on said budget was held by the City Council within three weeks after its submission on September 6, 2013. The hearing was held at the meeting of City Council on September 16, 2013, regular notice of the time and place of said hearing having been published within seven days after the submission of the budget in the manner provided in the Charter for the publication of an ordinance; and

WHEREAS, pursuant to the provisions of an agreement between the City of Littleton, Colorado, and the City of Englewood, Colorado, a budget for fiscal year 2014 was reviewed by the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee and recommended it be submitted to the City Council at their meeting; held on July 18, 2013; and

WHEREAS, the City Council of the City of Englewood, as the administering authority for the Littleton/Englewood Wastewater Treatment Plant, has studied the budget on numerous occasions; and

WHEREAS, it is the intent of the City Council to adopt the 2014 budget for the Littleton/Englewood Wastewater Treatment Plant as now submitted.

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

Section 1. That the budget of the Littleton/Englewood Wastewater Treatment Plant for fiscal year 2014, as submitted by the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee and duly considered by the City Council after public hearing, is hereby adopted as the budget for the Littleton/Englewood Wastewater Treatment Plant for the fiscal year 2014, as follows:

Littleton/Englewood Wastewater Treatment Plant

Fund Balance – January 1, 2014	\$	115,674
Revenues	\$	17,103,797
Expenditures	\$	17,103,797
Fund Balance – December 31, 2014	\$	115,674

Section 2. That the said budget as accepted shall be a public record in the Office of the City Clerk and shall be open to public inspection. Sufficient copies thereof shall be made available for the use of the City Council and the public, the number of copies to be determined by the City Manager.

Introduced, read in full, and passed on first reading on the 7th day of October, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 11th day of October, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 9th day of October, 2013 for thirty (30) days.

Read by title and passed on final reading on the 21ST day of October, 2013.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2013, on the 25th day of October, 2013.

Published by title on the City's official website beginning on the 23rd day of October, 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

Published as a Bill for an Ordinance on the City's official website beginning on the 9th day of October, 2013 for thirty (30) days.

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Published by title on the City's official website beginning on the 23rd day of October, 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

COUNCIL COMMUNICATION

Date October 21, 2013	Agenda Item 11 c i	Subject Wages for Non-Union employees for 2014 and 2015
Initiated By Human Resources Department	Staff Source Sue Eaton, Director of Human Resources	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council previously approved resolutions, the last being in August 2011, granting similar wage increases for non-union employees of the City of Englewood as those approved for Englewood Employees Association.

RECOMMENDED ACTION

Staff requests Council approval of wage adjustments for 2014 and 2015 similar to those granted EEA employees for:

- Managerial and supervisory employees
- Confidential employees
- Part-time, benefit eligible employees.
- Department directors

This adjustment will affect approximately 139 employees.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Prior to 2010 wage increases were based upon employee performance as indicated by performance evaluation scores, ranging from 3%-5%. In 2010 and 2011 no wage increases were granted to non-union employees. In 2012 and 2013 non-union employees received a 2% increase, conditional upon their job performance meeting expectations.

For 2014 and 2015 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 approximate 2014 cost of the changes to the general fund will be \$141,138. The approximate 2015 cost of the changes to the general fund will be \$145,372.

LIST OF ATTACHMENTS

Resolution

RESOLUTION NO. _____
SERIES OF 2013

A RESOLUTION APPROVING A WAGE INCREASE FOR NON-UNION EMPLOYEES OF THE CITY OF ENGLEWOOD FOR 2014.

WHEREAS, this Resolution will not apply to employees represented by a recognized collective bargaining unit in the City of Englewood because they are compensated by contract under separate resolutions; and

WHEREAS, by Charter amendment effective April 13, 1981, City Council provided for the establishment of managerial and supervisory employees within the service of the City of Englewood; and

WHEREAS, by virtue of the duties assigned to these positions by the City Manager or the City Attorney, it has been determined that they are confidential and therefore the City makes no promise of continuous employment, permanent employment or any specific length of employments and these employees are therefore excluded from membership, participation or representation in any collectively bargained employee system of the City of Englewood and are exempt from the Career Service System; and

WHEREAS, part-time benefit eligible employees are defined to be those working more than 20 and less than 40 hours per week; and

WHEREAS, these wage and benefits adjustments for non-union employees for the year 2014 shall be:

- 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.

WHEREAS, City Council desires to establish a wage increase and benefits modification for directors, managerial, supervisory, confidential employees, and part-time benefit eligible employees for the year 2014.

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

Section 1. For the year 2014, wages for non-union employees 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.

Published as a Bill for an Ordinance on the City's official website beginning on the 9th day of October, 2013 for thirty (30) days.

Read by title and passed on final reading on the 21ST day of October, 2013.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2013, on the 25th day of October, 2013.

Published by title on the City's official website beginning on the 23rd day of October, 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

COUNCIL COMMUNICATION

Date: October 21, 2013	Agenda Item: 11 c ii	Subject: Lighting Replacement Project 2013 – Award of Construction Contract
Initiated By: Littleton/Englewood WWTP Supervisory Committee		Staff Source: Stewart H. Fonda, Director of Utilities Chong Woo, Engineering/Maintenance Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approval of the 2013 Littleton/Englewood WWTP Capital Infrastructure Budget.

RECOMMENDED ACTION

The recommended action is to approve, by Motion, a construction contract for the Lighting Replacement Project 2013 located at the Littleton/Englewood WWTP. Staff recommends awarding the contract to the lowest responsive bidder, Colorado Lighting Inc., in the amount of \$226,426.49.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Lighting Replacement Project is a multi-year initiative to replace aged and energy intensive fixtures with newer and more efficient fixtures. The goal is to provide safe and productive lighting while at the same time reducing energy expenditures.

Staff reviewed two design alternatives: 1) Replacement utilizing fluorescent technology or 2) Replacement utilizing LED technology. Both technologies would have met the requirements of our goal, and while LEDs contain a higher initial capital cost, LEDs were recommended as the technology based on its long lamp life (up to 100,000 hours), is more robust to handle industrial applications, requires less maintenance, and is more environmentally friendly (no disposal requirements).

The scope for the 2013 Project included the Headworks Building, Primary Pump Stations 1 and 2, Tunnel Areas, the North Digester Complex Building, and the South Digester Complex.

The Project was advertised on the Rocky Mountain E-Purchasing System (Bidnet). Bid Opening was conducted on August 1, 2013. A total of six (6) Bids were received. Following review with the Littleton/Englewood WWTP Supervisory Committee, it was determined to defer the South Digester Complex portion of the project to a future year. The following are the base bid results, less the South Digester Complex.

Facility Solutions Group, Denver, CO	\$ 217,739.66
Colorado Lighting, Inc., Denver, CO	\$ 226,426.49
McBride Lighting, Inc., Golden, CO	\$ 274,762.87
Financial Energy Mgmt, Inc., Englewood, CO	\$ 298,110.29
Denver Electrical Contractors, Inc., Sheridan, CO	\$ 302,478.92
Master Electrical Contractors, Inc., Littleton, CO	\$ 349,020.00

Facility Solutions Group (FSG) was the apparent low bidder. However, based on our review, FSG's Bid was deemed non-responsive and subsequently dismissed. A summary of our bid evaluation and dismissal of the FSG Bid is provided below.

- It was determined that FSG misrepresented itself as the WWTP vendor representative who developed the project specifications. Based on this misrepresentation, FSG was able to negotiate a more favorable price quotation directly from the lighting manufacturer.
- Upon notice, the lighting manufacturer formally rescinded its price quotation to FSG.
- After the Bid Opening, FSG was able to re-negotiate a new price quotation. Additionally, FSG stated they would honor the original Bid price. However, the manner in which the Bid was received was not equitable to the other competing vendors.
- The WWTP has past experience with FSG, with non-favorable results. In 2011 FSG conducted a lighting audit which included the documentation of existing systems and the recommendation of new replacements. Based on audit inaccuracies, errors with enclosure type requirements, and fixture/bulb compatibility issues, the project was ultimately canceled.
- The Bid evaluation and recommendation have been reviewed with City Purchasing and the City Attorney Office.

Colorado Lighting, Inc. is next low bid. Based on our review, Colorado Lighting was identified as the lowest responsive and responsible bidder deemed most advantageous to the best interest of the City. Colorado Lighting is a Denver based, woman owned company specializing in lighting and electrical services. Previous clients have included Denver Public Schools and Ball Aerospace. Colorado Lighting also performed the recent lighting upgrades for the City of Englewood, completed in 2010. Reference checks provided excellent reviews. The Project was budgeted, and the contract amount (\$226,426.49) is available in the 2013 Budget.

Below is a summary of the Project costs, estimated savings, and simple payback period:

<u>Project Cost</u>	<u>* Estimated Rebates</u>	<u>** Estimated Annual Savings</u>	<u>Simple Payback (years)</u>
\$226,426.49	\$12,856.80	\$21,047.43	7.88

* The rebates were estimated based on the Xcel Energy program. Rebate application will be the responsibility of the contractor.

** Estimated annual savings includes both energy and maintenance savings.

FINANCIAL IMPACT

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

LIST OF ATTACHMENTS

Bid Tabulation Sheet
 Supplemental Bid Tabulation Sheet

Supplemental Bid Tabulation Sheet (less the South Digester portion of the project)

Bid Opening: Thursday, August 1, 2013 2:00 PM MDT

ITEM: ITB-13-009 L/E Wastewater Treatment Plant Lighting Replacement Project

Contractor	Total Bid
FSG Electric 5050 Osage St. Unit 200 Denver, CO 80221 Chris Fackler - Project Manager 303-820-2220	\$ 217,739.66
Denver Electrical Contractors, Inc. 1855 W Union Ave. Unit V Sheridan, CO 80110 Dana Slifka - CEO 303-432-8879	\$ 302,478.92
Financial Energy Management, Inc, 4646 S Broadway Englewood, CO 80113 James Crossman - President 303-781-8455	\$ 298,110.29
McBride Lighting, Inc. 16026 W 5th Ave. Golden, CO 80401 Dena Blackney - President 303-778-8787	\$ 274,762.87
Master Electrical Contractors, Inc. 9822 Titan Park Cir. Littleton, CO 80125 Robert Smith - Vice President 303-791-4215	\$ 349,020.00
Colorado Lighting, Inc. 2171 E 74th Ave. Denver, CO 80229 Scot Kelley - Account Manager 303-288-3152	\$ 226,426.49

Apparent Low Bidder

City of Englewood Bid Tabulation Sheet

Bid Opening: Thursday, August 1, 2013 2:00 PM MDT

Apparent Low Bidder

ITEM: ITB-13-009 L/E Wastewater Treatment Plant Lighting Replacement Project

Contractor	Receipt of Addendums 1 & 2 Y/N	Bid Bond Y/N	SOQ Y/N	Total Bid	Exceptions:
FSG Electric					
5050 Osage St. Unit 200					
Denver, CO 80221					
Chris Fackler - Project Manager					
303-820-2220	Y	Y	Y	\$341,669.00	
Denver Electrical Contractors, Inc.					
1855 W Union Ave. Unit V					
Sheridan, CO 80110					
Dana Slifka - CEO					
303-432-8879	Y	Y	Y	\$458,704.27	
Financial Energy Management, Inc,					(after Xcel rebate) This price is net of rebate as
4646 S Broadway					indicated during pre-bid conference and
Englewood, CO 80113					assumes Owner will assign rebate to bidder.
James Crossman - President					
303-781-8455	Y	Y	Y	\$486,585.90	
McBride Lighting, Inc.					
16026 W 5th Ave.					
Golden, CO 80401					
Dena Blackney - President					
303-778-8787	Y	Y	Y	\$450,412.92	
Master Electrical Contractors, Inc.					
9822 Titan Park Cir.					
Littleton, CO 80125					
Robert Smith - Vice President					
303-791-4215	Y	Y	Y	\$550,750.00	
Colorado Lighting, Inc.					
2171 E 74th Ave.					
Denver, CO 80229					
Scot Kelley - Account Manager					
303-288-3152	Y	Y	Y	\$358,732.39	

COUNCIL COMMUNICATION

Date: October 21, 2013	Agenda Item: 11 c iii	Subject: Site Wide Repairs Project 2013 - Award of Construction Contract
Initiated By: Littleton/Englewood WWTP Supervisory Committee	Staff Source: Stewart H. Fonda, Director of Utilities Chong Woo, Engineering/Maintenance Manager	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approval of the 2013 Littleton/Englewood WWTP Capital Infrastructure Budget.

RECOMMENDED ACTION

The recommended action is to approve, by Motion, a construction contract for the Site Wide Repairs Project 2013 located at the Littleton/Englewood WWTP. Staff recommends awarding the contract to the lowest responsive bidder, The Industrial Group, Inc., in the amount of \$96,420.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Site Wide Repairs Project 2013 consists of various concrete and repair projects located throughout the plant site. The Repairs are necessary as part of our ongoing and routine infrastructure maintenance and to provide additional plant safety upgrades. The Repairs will maintain our facility reliability, maintain our high quality infrastructure, and protect previous investments for the longer term.

The scope of the Site Wide Repairs Project 2013 consists of the following:

- Modification of roof downspouts and installation of trench walkway drains at Digester Complex
- Repair and rebuild of the soil and grade around north side of Primary Clarifier junction box
- Repair to bollard bases at Dissolved Air Flootation Tanks
- Repair to concrete wall at Dissolved Air Flootation Tanks
- Repair to curb and gutter at Centrate Tank
- Repair to concrete pad at Final Clarifier effluent junction box
- Repair to concrete floor drain at Headworks truck bay
- Modification of storm sewer inlet drains to secure spill mats near Headworks
- Installation new concrete truck ramp at east interceptor
- Repair to truck pad ramps at Septic Station
- Repair to damaged walkway drains at Administration Bldg
- Replacement of ADA ramp at Administration Bldg
- Repair to Electrical manhole vaults
- Replacement of concrete, and modification of drain and sidewalk at Solid Contact Tanks

The Project was advertised on the Rocky Mountain E-Purchasing System (Bidnet). Bid Opening was conducted on August 29, 2013. A total of two (2) Bids were received, with the following base bid results.

The Industrial Group, Inc., Golden, CO	\$ 96,420.00
Stanek Constructors, Inc., Golden, CO	\$ 160,000.00

The Industrial Group, Inc. was identified as the lowest responsive and responsible bidder deemed most advantageous to the best interest of the City. The Industrial Group is a Golden based, privately held corporation, specializing in design, design/build, engineering, and construction/construction management. Submitted references provided positive feedback and revealed general construction experience with contracts of similar scope and value to our project. The Industrial Group is a qualified and competent contractor to perform the scope of work for this project.

The Project was budgeted and the contract amount (\$96,420) is available in the 2013 Budget.

FINANCIAL IMPACT

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

LIST OF ATTACHMENTS

Bid Tabulation Sheet

RESOLUTION NO. _____
SERIES OF 2013

A RESOLUTION ESTABLISHING SALARIES OF THE CITY MANAGER, CITY ATTORNEY AND THE MUNICIPAL COURT JUDGE.

WHEREAS, this Resolution will apply to the City Manager, the City Attorney and the Municipal Court Judge; and

WHEREAS, the City Council for the City of Englewood, by Section 49 of the Englewood Home Rule Charter, has the responsibility of establishing the salary for the City Manager; and

WHEREAS, the City Council reviewed the performance of the City Manager; and

WHEREAS, the City Council has determined that the salary for the City Manager shall be adjusted to reflect market salary levels of City Managers in the Denver Metro Area; and

WHEREAS, the City Council, by Section 64 of the Englewood Home Rule Charter, has the responsibility of appointing and establishing compensation of the City Attorney; and

WHEREAS, the City Council reviewed the performance of the City Attorney; and

WHEREAS, the City Council has determined that the salary of the City Attorney shall be adjusted to reflect market salary levels of City Attorneys in the Denver Metro Area; and

WHEREAS, the City Council, by Section 68 of the Englewood home Rule Charter, has the responsibility of establishing the salary for the Municipal Court Judge; and

WHEREAS, the City Council has determined that the salary of the Municipal Court Judge shall be adjusted to reflect market salary levels of Municipal Court Judges in the Denver Metro Area.

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

Section 1. For the year 2014 the annual base pay for the City Manager shall be increased 3% commencing on his anniversary date.

Section 2. For the year 2014 the annual base pay for the City Attorney shall be increased 3% commencing on his anniversary date.

Section 3. For the year 2014 the annual base pay for the Municipal Court Judge shall be increased 3% commencing on his anniversary date.

ADOPTED AND APPROVED this 21st day of October, 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