



## Council Request Update

October 12, 2017

### **Council Request: NA**

**Assigned to:** Finance and Administrative Services

**Request:** Questions raised on the 2018 Budget and Ordinances presented for first reading.

**Response:** Please see the questions and responses provided by Director of Finance and Administrative Services Kathleen Rinkel.

### **Council Request: 17-145**

**Assigned to:** Finance and Administrative Services

**Request:** Date when the geographic designation for the sales tax areas changed

**Response:** Please see the response provided by Director of Finance and Administrative Services Kathleen Rinkel.

### **Council Request: 17-161**

**Assigned to:** Finance and Administrative Services

**Request:** A copy of all of the Museum of Outdoor Arts agreements and leases.

**Response:** Please see the response provided by Director of Finance and Administrative Services Kathleen Rinkel.

### **Council Request: 17-162**

**Assigned to:** Finance and Administrative Services

**Request:** The proposed increases to compensation for all employees contained in the FY18 budget.

**Response:** Please see the response provided by Director of Finance and Administrative Services Kathleen Rinkel.

### **Council Request: 17-163**

**Assigned to:** Finance and Administrative Services

**Request:** Can the Police Headquarters building budget be reduced for FY17 by \$5 mm and that this \$5 mm go back into the Police Headquarters Building Fund for FY18?

**Response:** Please see the response provided by Director of Finance and Administrative Services Kathleen Rinkel.

### **Council Request: 17-164**

**Assigned to:** Finance and Administrative Services

**Request:** Can the staff completely separate the police headquarters building funding from the Capital Projects Fund? Staff was asked to look into best practices for managing this funding.

**Response:** Please see the response provided by Director of Finance and Administrative Services Kathleen Rinkel.

### **Council Request: 17-165**

**Assigned to:** Finance and Administrative Services

**Request:** A paper copy of the council packet for the 9 October meeting.

**Response:** Please see the response provided by Director of Finance and Administrative Services Kathleen Rinkel.

### **Council Request: 17-166**

**Assigned to:** Finance and Administrative Services

**Request:** An analysis of the operational agreement on the LEWWTP and specifically the \$1.5 mm reserve.

**Response:** Please see the response provided by Director of Finance and Administrative Services Kathleen Rinkel.

**Council Request: 17-167**

**Assigned to:** Finance and Administrative Services

**Request:** A copy of all debt and bonds for the LEWWTP and the breakdown of the debt service.

**Response:** Please see the response provided by Director of Finance and Administrative Services Kathleen Rinkel.

**Council Request: 17-168**

**Assigned to:** Finance and Administrative Services

**Request:** The TABOR status of the LEWWTP.

**Response:** Please see the response provided by Director of Finance and Administrative Services Kathleen Rinkel.

**Council Request: 17-169**

**Assigned to:** Finance and Administrative Services

**Request:** Why are 8 employees being added in the FY18 budget at the LEWWTP?

**Response:** Please see the response provided by Director of Finance and Administrative Services Kathleen Rinkel.

**Council Request: 17-170**

**Assigned to:** Finance and Administrative Services

**Request:** A breakdown in the employee census from 2015 until now and why the City has added 300 part time and seasonal employees since 2015.

**Response:** Please see the response provided by Director of Finance and Administrative Services Kathleen Rinkel.

**Council Request: 17-171**

**Assigned to:** Finance and Administrative Services

**Request:** More information on the Old Hire Fire Pension plan.

**Response:** Please see the response provided by Director of Finance and Administrative Services Kathleen Rinkel.

**Council Request: 17-172**

**Assigned to:** Finance and Administrative Services

**Request:** An analysis of the Denver Fire IGA and specifically what requirements the agreement had with respect to the Fire Marshal function.

**Response:** Please see the response provided by Director of Finance and Administrative Services Kathleen Rinkel.

**Council Request: 17-175**

**Assigned to:** Police Department

**Request:** Request for a speed trailer at the 3300 block of West Chenango

**Response:** Please see the response provided by Deputy Chief Sam Watson



## **Response to Council Requests from the October 2, 2017, Council Meeting**

To: City Council

From: Kathleen Rinkel, Director of Finance and Administrative Services

Date: October 6, 2017

Subject: Responses to Questions raised on the First Reading of the 2018 City of Englewood Budget and Appropriation Ordinances

At the October 2, 2017, regular Council meeting questions were raised on the 2018 Budget and Ordinances presented for first reading. Below are the questions raised and the associated responses:

**1) Did the public see the responses to the questions from the September 18, 2017, Public Hearing on the Proposed 2018 City of Englewood Budget?**

The 2018 Proposed Budget hearing questions and responses were posted as a Response to a Council Request, however, at Council request, these are now also available with the 2018 Budget documents on the City website:

<http://www.engagewoodco.gov/inside-city-hall/city-departments/financial-services/budget-and-financial-reports/budget-reports>

**2) Please detail the \$32M difference between the 2018 Sources and Uses.**

Please see Attachment #1 for detail by Fund.

**3) Where is the \$500K use taxes we would charge ourselves for the Police Building?**

- The cost of the use tax is included in the Englewood Police Headquarters Building Project at \$394,787.
- To provide a conservative forecast, the revenue was not projected in the budget.

**4) Why is the Fiscal Cliff in 2020? Last recollection was that it was in 2019.**

- Please see Attachment #2: August 7, 2017 Council presentation updating the Proposed 2018 Budget forecast assumptions.
- Reference to the General Fund fiscal cliff is on pages 3 and 4 in the presentation. In 2019, there is a draw on fund balance to cover expected expenditures, but the impact to reserves still leaves the City in a healthy position above the City's Fund Balance policy. However, in 2020, additional required draw on reserves to cover expected expenditures puts the City precariously close to the Fund Balance Policy limit.



**5) Where is the Surplus in this budget?**

Please see Attachment #1 for detail by Fund.

**6) Why are there an additional 8 staff in the LEWWTP budget?**

There are multiple factors driving the headcount change:

- SCADA system administration and support: The plant has been operating with two SCADA staff, down from a historical count of 4. There is significant work needed to the master plan and to implement upgrades to the system for security, resiliency, and performance needs. (addition of 2 FTE)
- Database and business system administration: We currently have one system administrator for more than 10 business systems. There are some level of service opportunities by splitting this role and doing so reduces a strong vulnerability for the organization particularly as the incumbent approaches retirement. (addition of 1 FTE)
- Project Management, buying, and procurement: we are forecasting approximately \$17.5 in non-personnel expenses in 2018 and will also be making significant improvements to capital planning, rate evaluations, and procurement workflows. (addition of 2 FTE)
- Communications and Outreach: Education and information regarding plant operations tied to regulatory requirements, asset age, and community pressure on water supplies will be critical as the facility gears up for significant and sustained capital investments. (addition of 1 FTE)
- Knowledge Management and workforce resiliency: 2018 is forecasted to have up to 10% of our most experienced workforce retiring in 2018. There is some programmed overlap in the budgeted head counts in order to ensure critical knowledge transfer. (addition of 1 FTE; less 2 FTE due to retirements)
- Innovation Program: Evaluating the risk /reward criteria for new technology associated with energy management and nutrient treatment will be vital for long term fiscal stability. We will be developing an internal program to complete the business case and pilot evaluations for promising technologies. (addition of 2 FTE)
- New leadership perspectives: The organization structure has been revised to provide level of service and transparency improvements. (addition of 1 FTE)

The plant is going through several significant transitions which were forecasted in multiple presentations last year. Staff headcount increases are needed through this critical period and to firm up the foundation moving into the coming decade.

**7) Where is the Use Tax for the BioGas project?**

- The Use Tax has not yet been identified in the project as the project is still in feasibility stage. A detail line item forecast is not yet available.
- Because of the early nature of the project and to provide a conservative forecast, no revenue was projected in the City's general fund budget for the project.





Please let me know if you have any additional questions.

Sincerely,

**Kathleen Rinkel, CPA, CMA**  
**Director of Finance and Administrative Services**  
[krinkel@englewoodco.gov](mailto:krinkel@englewoodco.gov)  
**(303) 672-2401**



City of Englewood, Colorado  
 2018 Consolidated Budget Summary  
 Sources and Uses By Fund

**Governmental Fund Types**

	Estimated Beginning Balance	Sources of Funds	Uses of Funds	Estimated Ending Balance	Net Fund Sources (Uses)	Fund 2018 Surplus	Notes/Comments
<b>General Fund</b>	\$ 11,190,855	\$ 47,429,086	\$ 47,801,920	\$ 10,818,021	\$ (372,834)		Net Uses is comprised of: -\$500,000 transferring to the Public Improvement Fund (PIF); +\$120,272 transferring in from PIF to reimburse for Capital Lease payments made from the General Fund; and +\$6,894 of surplus.
<b>Special Revenue Funds</b>							
Conservation Trust Fund	\$ 114,413	\$ 310,000	\$ 310,000	\$ 114,413	\$ -		
Community Development Fund	\$ -	\$ -	\$ -	\$ -	\$ -		In 2018, Community Development Fund is consolidated with the General Fund Community Development Department's Budget
Donors Fund	\$ 604,009	\$ 107,560	\$ 490,060	\$ 221,509	\$ (382,500)		New Uses is allocated as a placeholder for pending projects. If not used, balance will be re-contributed to the fund balance.
Malley Center Trust Fund	\$ 221,247	\$ 7,000	\$ 100,000	\$ 128,247	\$ (93,000)		New Uses is allocated as a placeholder for pending projects. If not used, balance will be re-contributed to the fund balance.
Parks & Recreation Trust Fund	\$ 368,858	\$ 6,500	\$ 300,000	\$ 75,358	\$ (293,500)		New Uses is allocated as a placeholder for pending projects. If not used, balance will be re-contributed to the fund balance.
Open Space Fund	\$ 205,409	\$ 805,000	\$ 615,000	\$ 395,409	\$ 190,000	\$ 190,000	
<b>Total Special Revenue Funds</b>	\$ 1,513,936	\$ 1,236,060	\$ 1,815,060	\$ 934,936	\$ (579,000)		Net Uses of Funds
<b>Debt Service Fund</b>							
General Obligation Bond Fund	\$ 54,990	\$ 1,102,000	\$ 1,105,688	\$ 51,302	\$ (3,688)		Net uses is draw on fund balance due to mill levy rounding causing a slight shortfall in tax collected. If Mill was increased to cover, it would have overshoot the debt service needs.
Police HQ GO Bond	\$ 979,343	\$ 2,199,250	\$ 2,215,813	\$ 962,780	\$ (16,563)		Net uses is draw on fund balance due to mill levy rounding causing a slight shortfall in tax collected. If Mill was increased to cover, it would have overshoot the debt service needs.
<b>Total Debt Service Fund</b>	\$ 1,034,333	\$ 3,301,250	\$ 3,321,501	\$ 1,014,082	\$ (20,251)		Net Uses of Funds
<b>Capital Projects Funds</b>							
Public Improvement Fund	\$ 902,861	\$ 3,890,000	\$ 4,425,352	\$ 367,509	\$ (535,352)		Net uses is due to transfer out to Capital Projects Fund.
Capital Projects Fund	\$ 58,432	\$ 2,217,052	\$ 1,965,833	\$ 309,651	\$ 251,219	\$ 251,219	
Police HQ Construction Fund	\$ 24,070,017	\$ 150,000	\$ 24,157,003	\$ 63,014	\$ (24,007,003)		Net uses is due to having Bond proceeds received in 2017 and majority of project spending occurring in 2018.
<b>Total Capital Projects Funds</b>	\$ 25,031,310	\$ 6,257,052	\$ 30,548,188	\$ 740,174	\$ (24,291,136)		
<b>Total Governmental Funds</b>	\$ 38,770,434	\$ 58,223,448	\$ 83,486,669	\$ 13,507,214	\$ (25,263,221)		

**Proprietary Fund Types**

	Estimated Beginning Balance	Sources of Funds	Uses of Funds	Estimated Ending Balance	Net Fund Sources (Uses)	
<b>Enterprise Funds</b>						
Water Fund	\$ 11,801,963	\$ 8,790,323	\$ 10,484,540	\$ 10,107,746	\$ (1,694,217)	
Sewer Fund	\$ 6,382,232	\$ 16,249,395	\$ 21,042,797	\$ 1,588,830	\$ (4,793,402)	
Stormwater Drainage Fund	\$ 1,204,709	\$ 332,514	\$ 479,012	\$ 1,058,211	\$ (146,498)	
Golf Course Fund	\$ 691,841	\$ 2,266,300	\$ 2,249,341	\$ 708,800	\$ 16,959	\$ 16,959
Concrete Utility Fund	\$ 895,062	\$ 884,200	\$ 898,565	\$ 880,697	\$ (14,365)	
Housing Rehabilitation Fund	\$ 1,470,368	\$ 445,326	\$ 1,068,505	\$ 847,189	\$ (623,179)	
<b>Total Enterprise Funds</b>	<b>\$ 22,446,175</b>	<b>\$ 28,968,058</b>	<b>\$ 36,222,760</b>	<b>\$ 15,191,473</b>	<b>\$ (7,254,702)</b>	
<b>Internal Service Funds</b>						
Central Services Fund	\$ 92,392	\$ 306,815	\$ 275,983	\$ 123,224	\$ 30,832	\$ 30,832
ServiCenter Fund	\$ 775,901	\$ 2,234,958	\$ 2,219,813	\$ 791,046	\$ 15,145	\$ 15,145
Capital Equipment Replacement Fund	\$ 2,260,932	\$ 1,005,483	\$ 1,393,857	\$ 1,872,558	\$ (388,374)	
Risk Management Fund	\$ 484,291	\$ 1,401,443	\$ 1,415,694	\$ 470,040	\$ (14,251)	
Employee Benefits Fund	\$ 562,057	\$ 6,397,725	\$ 5,773,051	\$ 1,186,731	\$ 624,674	\$ 624,674
<b>Total Internal Service Funds</b>	<b>\$ 4,175,572</b>	<b>\$ 11,346,424</b>	<b>\$ 11,078,398</b>	<b>\$ 4,443,598</b>	<b>\$ 268,026</b>	<b>\$ 268,026</b>
<b>Total Proprietary Funds</b>	<b>\$ 26,621,748</b>	<b>\$ 40,314,482</b>	<b>\$ 47,301,158</b>	<b>\$ 19,635,071</b>	<b>\$ (6,986,676)</b>	
<b>Total All Funds</b>	<b>\$ 65,392,182</b>	<b>\$ 98,537,930</b>	<b>\$ 130,787,827</b>	<b>\$ 33,142,285</b>	<b>\$ (32,249,897)</b>	

Net uses is due to anticipated increase in attorney fees to defend water rights and funding for the Big Dry Creek diversion.
Net uses represents Englewood's share of the LEWWTP BioGas project
Net Use is due to additional maintenance needed to stop failures
Net use is draw down of reserve for slight difference from anticapted sources
Net uses is due to reappropriation of some of the reserves and a transfer out of \$500,000 to Capital Projects Fund.
Net uses represents draw down of reserves for planned replacement of vehicles.
Net uses is draw on fund balance due to internal rates rounding causing a slight shortfall in fees collected from departments. If fee was increased to cover, it would have overshoot the expense needs.



# UPDATE

## General Fund Proposed 2018 Budget

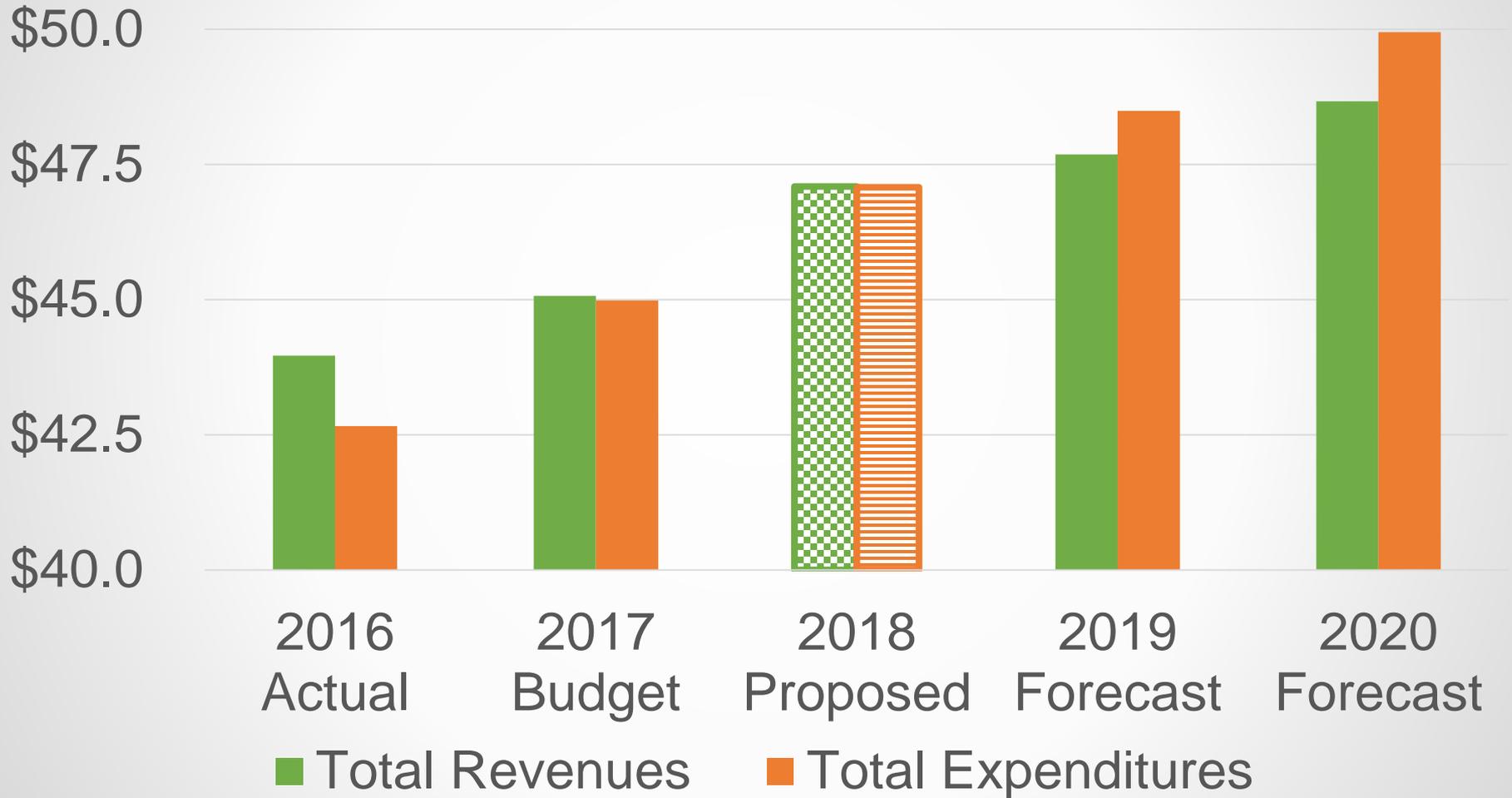
### Revenue/Expenditure Forecast Assumptions

# General Fund 2018 Assumptions



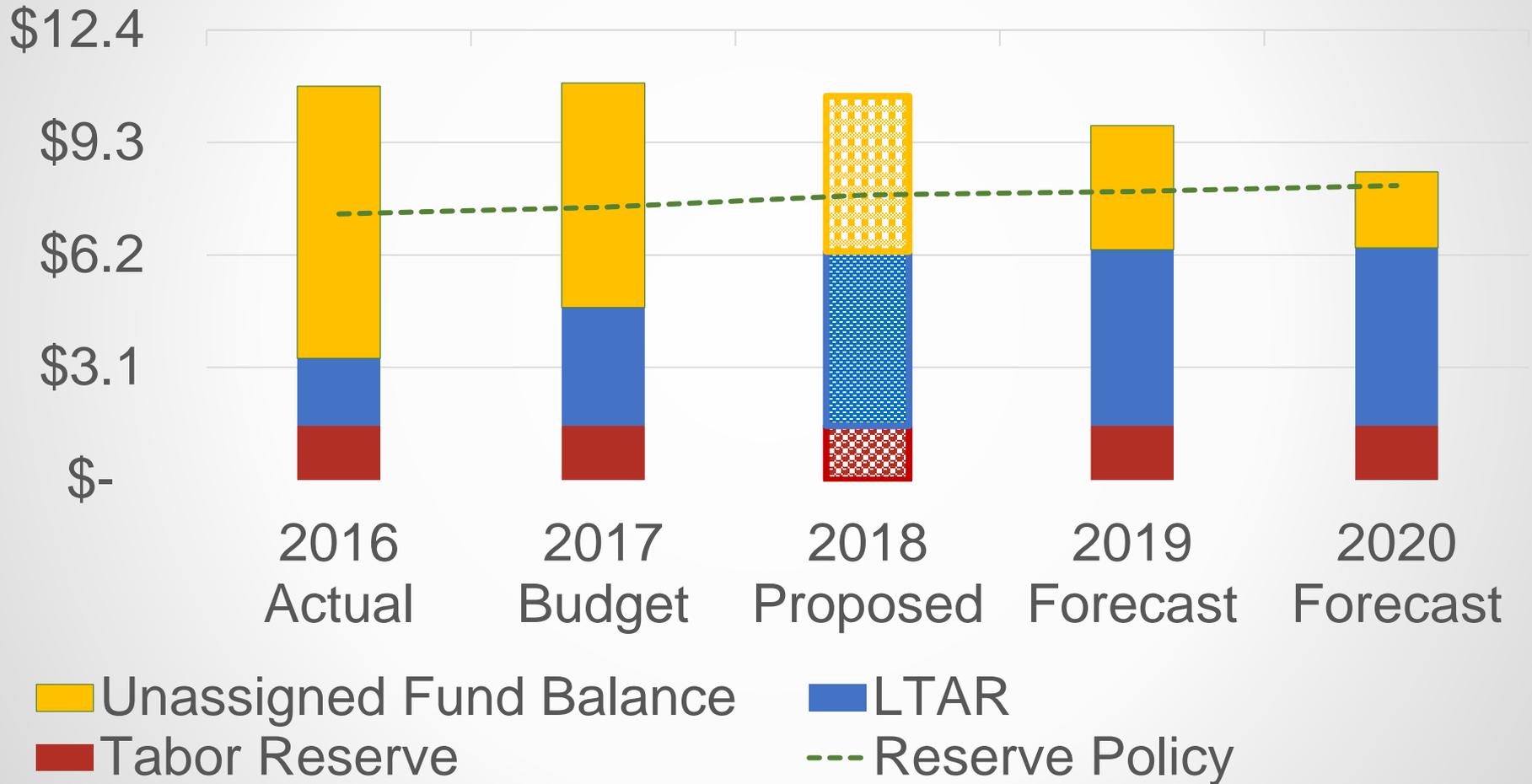
Operation Drivers	Revised Original	2018 %	2018 \$ in millions	Reason for Change in Preliminary Assumptions
Englewood Retail Sales and Use Tax	R O	2.6% 2.0%	\$27.8 \$27.4	Anticipate additional revenue from retail marijuana sales; retail sales tax for the metro area are anticipated to grow by 4.6%
Property Tax	R O	11.7% 3.0%	\$3.7 \$3.5	Residential Assessment Rate changed from 7.96% to <b>7.2%</b> , higher than the preliminary rate of 6.56%; also factors in a 15% versus a 10% increase in property market valuation which is more in line with the increase experienced in 2016
All Other Revenue	R O	5.6% 1.0%	\$15.4 \$14.6	Increases in fees namely, Charges for Services (\$450k); Fines and Forfeitures (\$215k); Recreation Fees (\$95K); EMRF Rental Income (\$148k)
Total Expenditure	R O	4.7% 3.0%	\$47.1 \$45.3	Growth due in part to health insurance premiums increasing by 7.5% and inflationary increases in commodities and contractual services

# General Fund - Total Revenue and Expenditure Comparison





# General Fund- Fund Balance Composition Change



# General Fund-Proposed 2018 Budget



## Statement of Revenue, Expenditure and Changes in Fund Balance

	<b>2017 Adopted Budget</b>	<b>2017 Estimated Actual</b>	<b>2018 Proposed Budget</b>	<b>\$ Change 2018 vs 2017 Budget</b>	<b>% Change 2018 vs 2017 Budget</b>
Total Revenue	\$ 45,069,198	\$ 45,271,363	\$ 46,974,434	\$ 1,905,236	4.23%
Total Expenditure	44,983,109	44,818,810	47,079,227	2,096,118	4.66%
Revenue Over (Under) Expenditure	86,089	452,553	(104,793)		
Transfers-In	117,033	117,033	120,272		
Transfers-Out	-	-	500,000		
Net Transfers-In (Out)*	117,033	117,033	(379,728)		
<b>Net Change in Fund Balance</b>	<b>203,122</b>	<b>569,586</b>	<b>(484,521)</b>		
<b>Beginning Fund Balance</b>	<b>8,851,902</b>	<b>10,850,049</b>	<b>11,419,635</b>		
<b>Ending Fund Balance</b>	<b>\$ 9,055,024</b>	<b>\$ 11,419,635</b>	<b>\$ 10,935,114</b>		
Fund Balance Reserve Policy-16.67% of Total Revenue (Includes Unassigned Fund Balance and LTAR)	16.74%	21.93%	20.11%		
Fund Balance Before Designated Amounts as a percentage of Total Revenue	20.09%	25.22%	23.28%		
Fund Balance Before Designated Amounts as a percentage of Total Expenditure	20.13%	25.48%	23.23%		

\*Net Transfer-Out to capital projects funds for identified projects

# General Fund – What we did to get here...



The proposed 2018 budget includes the following summarized highlights:

- Personnel Savings - \$264,087 or 3.25 FTE
- Non-Personnel Savings - \$277,185
- Revenue/Fee Increases - \$202,510
- Human Resources negotiated healthcare premium savings from 15% to 7.5%

These adjustments will be discussed in detail during the proposed 2018 budget presentation on Aug 14, 2017

# Capital Projects Funds 2018 Available Funding



## Public Improvement Fund

Funding Available:	\$4,153,493
Transfer-in from General Fund:	\$500,000
Transfer-out Capital Projects Fund:	(\$1,667,052)
15% Held for Capital Reserves:	(\$368,713)
<b>Total Available:</b>	<b>\$2,617,728</b>

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## Capital Projects Fund

Funding Available:	\$98,832
Transfer-in Housing Rehab Fund:	\$500,000
Transfer-in Public Improvement Fund:	\$1,667,052
15% Held for Capital Reserves:	(\$279,751)
<b>Total Available:</b>	<b>\$1,986,133</b>

Recommended projects support the following Community Goals:



# 2018 Proposed Budget Presentation



- Program-based presentations
- Includes critical program summaries, budgets, and alternatives
- Presented by controlling department(s)
- Basis for 2018 budget assumptions – Council guidance needed



Community Goal:

Program:

Specific Supporting Community Goal Definition(s):

Specific Linkage to 2017-2019 Strategic Plan:

Part of "Englewood 5"? Yes  No

Program Summary:



# 2018 Budget Cycle Next Steps...

Date	Discussion Topic
Aug 14, 2017	Proposed 2018 Budget presented for City Council's consideration
Aug 21, 2017	City Council provides feedback to the Proposed 2018 Budget
Sep 8, 2017	Proposed 2018 Budget document provided to City Council
Sep 18, 2017	Public Hearing of Proposed 2018 Budget
Oct 2, 2017	First Reading of 2018 Budget, Appropriation and Mill Levy Ordinances
Oct 16, 2017	Second Reading of 2018 Budget, Appropriation and Mill Levy Ordinances



# Questions and/or Comments?

# Budgeting for Community Goals...



- Is a methodology used to develop the budget.
- Assists us in answering **“Why the City is in business?”**
- Identifies the City programs that influence (in whole or in part) the Community Goals.
- Estimates program costs by allocating prior year personnel and non-personnel budgeted line items to programs.
- Helps us focus and prioritize city programs in terms of their effect on Community Goals and in light of 5 basic program attributes.

# Budgeting for Community Goals

## Program Inventory Review



RAD Tool program	Report Name	Type of Data in Report
<p><u>OnlinePBB.net</u> – Provides detail information regarding programs, including their estimated costs, scores and quartile placement</p>		
	Summary All	Provides a detail of all programs, line item costs allocated to programs, quartile placement and overall scores
	RAD Snapshot	Based on the filters selected, this report provides a detail of programs, costs and quartiles
<p><u>PresentPBB.net</u> – High level, pre-filtered views of the programs, including their estimated costs and quartile placement. Also identifies other communities using this budgeting methodology.</p>		
<p><u>DashPBB.net</u> – Department pre-filter views of programs, including their estimated costs, scores and quartile placement.</p>		



# Budgeting for Community Goals

## Program Inventory Review continued

Resource Alignment Diagnostic (RAD) Tool – runs best with the google chrome browser

Please use the provided login name and password for each of the following websites:

- OnlinePBB.net (detail program information) - <https://onlinepbb.net>
- PresentPBB.net (pre-filter high level view) - <https://presentpbb.net>
- DashPBB.net (pre-filtered department view) – <https://dashpbb.net>

### Other Training Resources:

- Navigating the RAD Tool  
YouTube Video: <https://youtu.be/Z1nwZ-T7gj8> (16 min)
- RAD Tool 2017 New Features Presented  
YouTube Video: <https://youtu.be/D-LECCSE1jc> (6 min)



# Appendix



**Table 17  
National Economic Indicators**

Calendar Years	2012	2013	2014	2015	2016	Legislative Council Staff Forecast		
						2017	2018	2019
Real GDP ( <i>Billions</i> ) <sup>1</sup>	\$15,355	\$15,612	\$15,982	\$16,397	\$16,662	\$17,012	\$17,386	\$17,699
Percent Change	2.2%	1.7%	2.4%	2.6%	1.6%	2.1%	2.2%	1.8%
Nonfarm Employment ( <i>Millions</i> ) <sup>2</sup>	134.2	136.4	138.9	141.8	144.3	146.6	148.5	150.2
Percent Change	1.7%	1.6%	1.9%	2.1%	1.8%	1.6%	1.3%	1.1%
Unemployment Rate	8.1%	7.4%	6.2%	5.3%	4.9%	4.5%	4.2%	4.1%
Personal Income ( <i>Billions</i> ) <sup>1</sup>	\$13,915.1	\$14,073.7	\$14,809.7	\$15,458.5	\$16,011.6	\$16,732	\$17,719	\$18,729
Percent Change	5.0%	1.1%	5.2%	4.4%	3.6%	4.5%	5.9%	5.7%
Wage and Salary Income ( <i>Billions</i> ) <sup>1</sup>	\$6,930.3	\$7,116.7	\$7,476.3	\$7,854.8	\$8,189.2	\$8,590	\$9,114	\$9,634
Percent Change	4.5%	2.7%	5.1%	5.1%	4.3%	4.9%	6.1%	5.7%
Inflation <sup>2</sup>	2.1%	1.5%	1.6%	0.1%	1.3%	2.0%	2.3%	2.5%

*Sources*

<sup>1</sup>U.S. Bureau of Economic Analysis. Real gross domestic product (GDP) is adjusted for inflation. Personal income and wages and salaries not adjusted for inflation.

<sup>2</sup>U.S. Bureau of Labor Statistics. Inflation shown as the year-over-year change in the consumer price index for all urban areas (CPI-U).

Source: Focus Colorado: Economic and Revenue Forecast prepared by Colorado Legislative Council Staff Economics Section **June 20, 2017**, page 58



**Table 18  
Colorado Economic Indicators**

Calendar Years	2012	2013	2014	2015	2016	Legislative Council Staff Forecast		
						2017	2018	2019
Population ( <i>Thousands, as of July 1</i> ) <sup>1</sup>	5,189.9	5,267.6	5,349.6	5,448.8	5,540.5	5,634.7	5,730.5	5,822.2
Percent Change	1.4%	1.5%	1.6%	1.9%	1.7%	1.7%	1.7%	1.6%
Nonfarm Employment ( <i>Thousands</i> ) <sup>2</sup>	2,313.1	2,382.0	2,464.8	2,541.8	2,599.6	2,646.4	2,691.4	2,737.1
Percent Change	2.4%	3.0%	3.5%	3.1%	2.3%	1.8%	1.7%	1.7%
Unemployment Rate <sup>2</sup>	7.8	6.7	4.9	3.8	3.3	2.6	2.6	2.5
Personal Income ( <i>Millions</i> ) <sup>3</sup>	\$234,006	\$246,648	\$266,535	\$277,732	\$287,620	\$302,864	\$321,945	\$341,583
Percent Change	6.4%	5.4%	8.1%	4.2%	3.6%	5.3%	6.3%	6.1%
Wage and Salary Income ( <i>Millions</i> ) <sup>3</sup>	\$125,014	\$129,597	\$138,701	\$146,574	\$152,594	\$161,444	\$171,777	\$182,255
Percent Change	5.4%	3.7%	7.0%	5.7%	4.1%	5.8%	6.4%	6.1%
Retail Trade Sales ( <i>Millions</i> ) <sup>4</sup>	\$80,073	\$83,569	\$90,653	\$94,920	\$99,097	\$104,052	\$108,942	\$114,171
Percent Change	6.0%	4.4%	8.5%	4.7%	4.4%	5.0%	4.7%	4.8%
Housing Permits ( <i>Thousands</i> ) <sup>1</sup>	21.3	27.2	29.2	30.4	36.9	42.5	43.6	45.7
Percent Change	59.3%	27.8%	7.1%	4.2%	21.6%	14.9%	2.8%	4.8%
Nonresidential Building ( <i>Millions</i> ) <sup>5</sup>	\$3,695	\$3,624	\$4,321	\$4,886	\$5,673	\$5,253	\$5,789	\$5,957
Percent Change	-5.8%	-1.9%	19.2%	13.1%	16.1%	-7.4%	10.2%	2.9%
Denver-Boulder-Greeley Inflation <sup>2</sup>	1.9%	2.8%	2.8%	1.2%	2.8%	3.0%	2.6%	2.6%

*Sources*  
<sup>1</sup>U.S. Census Bureau. Residential housing permits are the number of new single and multi-family housing units permitted for building.  
<sup>2</sup>U.S. Bureau of Labor Statistics. Nonfarm employment estimates include revisions to 2014 data expected by Legislative Council Staff from the Bureau of Labor Statistic's annual re-benchmarking process. Inflation shown as the year-over-year change in the consumer price index for Denver-Boulder-Greeley metro areas.  
<sup>3</sup>U.S. Bureau of Economic Analysis. Personal income and wages and salaries not adjusted for inflation.  
<sup>4</sup>Colorado Department of Revenue. The figure for 2016 is an estimate, as actual data for the full year are not available.  
<sup>5</sup>F.W. Dodge.

Source: Focus Colorado: Economic and Revenue Forecast prepared by Colorado Legislative Council Staff Economics Section **June 20, 2017**, page 59



<b>CPI-All Urban Consumers (Current Series)</b>						
<b>Original Data Value</b>						
<b>Series Id:</b>	CUUSA433SA0					
<b>Not Seasonally Adjusted</b>						
<b>Series Title:</b>	All items in Denver-Boulder-Greeley, CO, all					
<b>Area:</b>	Denver-Boulder-Greeley, CO					
<b>Item:</b>	All items					
<b>Base Period:</b>	1982-84=100					
<b>Years:</b>	2007 to 2017					
				Annual	Half1	Half2
				%	%	%
<b>Year</b>	<b>Annual</b>	<b>HALF1</b>	<b>HALF2</b>	<b>Change</b>	<b>Change</b>	<b>Change</b>
<b>2007</b>	202.029	201.258	202.799			
<b>2008</b>	209.903	208.741	211.066	3.9%	3.7%	4.1%
<b>2009</b>	208.548	207.444	209.652	-0.6%	-0.6%	-0.7%
<b>2010</b>	212.447	210.978	213.916	1.9%	1.7%	2.0%
<b>2011</b>	220.288	219.055	221.521	3.7%	3.8%	3.6%
<b>2012</b>	224.568	222.960	226.177	1.9%	1.8%	2.1%
<b>2013</b>	230.791	229.142	232.439	2.8%	2.8%	2.8%
<b>2014</b>	237.200	235.736	238.664	2.8%	2.9%	2.7%
<b>2015</b>	239.990	238.086	241.895	1.2%	1.0%	1.4%
<b>2016</b>	246.643	245.191	248.095	2.8%	3.0%	2.6%
<b>2017</b>		252.760		-100.0%	3.1%	-100.0%

Source: US Department of Labor, Bureau of Labor Statistics **Consumer Price Index, Denver-Boulder-Greeley – First Half 2017**



Encourages well-designed, well-planned, sufficiently regulated and future-focused neighborhood development and revitalization that upholds community standards

Facilitates a culture that is transparent, innovative, accessible and responsive to the needs of its residents, businesses and visitors

Sustains a safe, clean and visually appealing community with well-kept properties, well-maintained and connected transportation infrastructure and access to quality utility services

**Attractive, Engaged,  
Inclusive and  
Welcoming  
Community with  
Desirable, Livable  
Neighborhoods**

Provides accessible parks, trails, green spaces and public areas that are safe and well maintained

Ensures availability of a variety of quality housing options to accommodate the diverse needs of community

Offers and supports a diverse and affordable variety of activities, events and programs that provide "things to do" for residents and visitors alike

Instills a sense of community pride by proactively encouraging communication, engagement, involvement, outreach, participation and volunteerism



Collaboratively plans and funds for the development, improvement and enhancement of sustainable infrastructure systems that meet the growth needs of the community

Provides a safe, multi-modal transportation system that eases congestion, improves traffic flow and enhances mobility

Constructs and proactively maintains a reliable utility infrastructure that delivers safe, clean water, controls storm water drainage and effectively manages sewage treatment

## Effective Mobility and Reliable Infrastructure

Partners to ensure local and regional access to reliable, affordable and convenient public transportation options

Designs, builds and continually invests in a well-planned transportation infrastructure network that is safe, reliable and well-maintained

Offers and maintains safe, accessible and connected mobility alternatives for cyclists and pedestrians



Attracts, encourages and supports a balanced mix of sustainable new business development and existing business expansion that serves the diverse needs of residents and visitors

Plans for, encourages and supports appropriately regulated, sustainable and future-focused development that is consistent with community standards

Builds and maintains a well-planned infrastructure network that adequately supports both the existing needs and future growth of the community

## Orderly, Well-Managed Growth and Development

Partners with all community stakeholders to encourage input, foster clear communication and develop a sense of shared responsibility for sustainable growth that aligns with community values

Develops and consistently follows integrated land-use, zoning and comprehensive plans that encourage well-balanced commercial and residential development, redevelopment and community revitalization that stimulates economic growth



Collaboratively promotes a diverse variety of accessible opportunities that focus on the arts, advance cultural enrichment, stimulate life-learning learning and knowledge enrichment

Ensures access to quality education, technical training information resources, literacy enhancement and life-long learning opportunities for all ages

## Recreational, Cultural, Educational and Life-long Learning Opportunities

Provides a diverse mix of affordable, safe and convenient recreational and leisure-time venues and programs that meet the interests and needs of a variety of ages and abilities

Provides a network of safe, clean and well-maintained parks, trails, green spaces and natural areas for the use and enjoyment of the community

Supports and encourages community events and celebrations that foster a sense of community and embraces its cultural diversity



**Creates an informed, involved and engaged community through public outreach, volunteerism and increased participation**

**Fosters an environment where people feel safe, ensuring a visible, responsive and accessible presence that promptly addresses community concerns and proactively focuses on prevention, intervention and education activities**

**Provides for the physical and socio-economic needs of the community, working together to improve the welfare of those in need or at-risk**

## **Safe and Healthy Community**

**Ensures sufficient regulatory compliance and enforcement to provide a clean, healthy environment and promote community revitalization and redevelopment that improves the appearance and safety of the community**

**Offers protection from harm and wrong-doing, enforces the law and is well prepared, equipped and trained to promptly respond to emergencies and calls for service**

**Offers access to a variety of parks, recreational opportunities and outreach programs that promote a healthy and active community lifestyle**

**Maintains and invests in public infrastructure that ensures safe travel for vehicles and pedestrians, ensures the delivery of safe water and provides reliable and effective sewer and storm water management**



Engages the community in providing for the renewal of the environment through waste reduction, reuse, recycling and effective waste and refuse disposal

Provides for the protection, conservation, efficient use and quality of its natural environment (air, water and natural resources) and river amenities

Ensures access to a reliable utility infrastructure that delivers safe, clean water, enables effective wastewater treatment and provides effective storm drainage management

## Sustainable Natural Environment

Provides for a safe, orderly, clean well-cared for and revitalized community that is visually appealing and welcoming

Preserves, protects and safeguards its parks, trails, open spaces, green spaces and natural areas for the enjoyment of future generations

Promotes energy efficiency, energy conservation, alternative energy/fuel solutions and other green initiatives through incentives and community awareness education



Actively attracts, recruits and retains a diverse mix of desirable and sustainable businesses that contribute to the local economy

Facilitates and supports business development and growth through appropriate incentives, community partnerships; shared resources and efficient, "business-friendly" processes

## Thriving and Vibrant Local Economy

Partners to encourage and invest in well planned and designed development and redevelopment that enhances existing commercial corridors and revitalizes underutilized and distressed areas

Promotes quality and diverse job creation and expansion, partnering with the community to provide a skilled and educated workforce that meets the needs of community employers

Provides safe, efficient and well-maintained transportation and utility infrastructure that enables business efficiency and investment

Supports and encourages a diverse balance of affordable dining, shopping, entertainment and business services that meet the needs of residents and attract visitors from the surrounding area



Attracts, develops, equips, retains and values a high-quality workforce dedicated to service excellence

Fosters financial sustainability, operational excellence, trust and transparency through accountability, honesty, efficiency, innovation and best practices

## Good Governance

Supports decision-making with timely and accurate short-term and long-range analysis that enhances vision and planning

Provides responsive, fair and accessible leadership, facilitates timely and effective two-way communication and utilizes input from all stakeholders

Protects, manages, optimizes and invests in its human, financial, physical and technology resources

Provides assurance of regulatory, policy and safety compliance to minimize and mitigate risk



# Simple Scoring Scale – “Degree” of Relevance to a Result/Community Goal

4 = Program has an **essential** or **critical** role in achieving Result/Community Goal

3 = Program has a **strong** influence on achieving Result/Community Goal

2 = Program has **some** degree of influence on achieving Result/Community Goal

1 = Program has **minimal** (*but some*) influence on achieving Result/Community Goal

0 = Program has **no** influence on achieving Result/Community Goal

***“High Degree”  
of Relevance***

***“Lower Degree” of  
Relevance (still a  
clear connection)***

***No Clear  
Connection***



# Program Scoring Guidance

- Do you believe that the program being evaluated has a **high** degree of influence in achieving the overall **Result** – **in the context of how it is defined by the Result Map**
  - If the program were simply no longer provided, would it make it significantly difficult or impossible for the City to achieve the **Result** to the satisfaction of the community?
    - If **yes**, then the program deserves a score of “3” or “4”.
    - If **no**, then it deserves a score of “1” or “2” if there is **some** connection OR a score of “0” if there is **no** connection.



# Basic Program Attributes: **Mandated to Provide Program**

- *Programs that are mandated by another level of government (i.e. federal, state or county) will receive a higher score for this attribute compared to programs that are mandated solely by the City or have no mandate whatsoever.*
- The grading criterion established to score programs, on a 0 to 4 scale is as follows:
  - **4** = Required by Federal, State or County legislation
  - **3** = Required by Charter or incorporation documents **OR** to comply with regulatory agency standards
  - **2** = Required by Code, ordinance, resolution or policy **OR** to fulfill executed franchise or contractual agreement
  - **1** = Recommended by national professional organization to meet published standards, other best practice
  - **0** = No requirement or mandate exists



## Basic Program Attributes:

### **Reliance on City to Provide Program**

- *Programs for which residents, businesses and visitors can look only to the City to obtain the service will receive a higher score for this attribute compared to programs that may be similarly obtained from another intergovernmental agency or a private business.*
- The grading criterion established to score programs, on a 0 to 4 scale is as follows:
  - **4** = City is the sole provider of the program and there are **no** other public or private entities that provide this type of service
  - **3** = City is currently the sole provider of the program but there are other public or private entities that could be contracted to provide a similar service
  - **2** = Program is also offered by another governmental, non-profit or civic agency
  - **1** = Program is offered by other private businesses but none are located within the City limits
  - **0** = Program is also offered by other private businesses located within the City limits



# Basic Program Attributes: **Change in Demand for Program**

- *Programs demonstrating an increase in demand or utilization will receive a higher score for this attribute compared to programs that show no growth in demand for the program. Programs demonstrating a decrease in demand or utilization will actually receive a minus score for this attribute.*
- The grading criterion established to score programs, on a -4 to 4 scale is as follows:
  - **4** = Program experiencing a **SUBSTANTIAL** increase in demand of 25% or more
  - **3** = Program experiencing a **SIGNIFICANT** increase in demand of 15% to 24%
  - **2** = Program experiencing a **MODEST** increase in demand of 5% to 14%
  - **1** = Program experiencing a **MINIMAL** increase in demand of 1% to 4%
  - **0** = Program experiencing **NO** change in demand
  - **-1** = Program experiencing a **MINIMAL** decrease in demand of 1% to 4%
  - **-2** = Program experiencing a **MODEST** decrease in demand of 5% to 14%
  - **-3** = Program experiencing a **SIGNIFICANT** decrease in demand of 15% to 24%
  - **-4** = Program experiencing a **SUBSTANTIAL** decrease in demand of 25% or more



# Basic Program Attributes: **Cost Recovery of Program**

- *Programs that demonstrate the ability to “pay for themselves” through user fees, intergovernmental grants or other user-based charges for services will receive a higher score for this attribute compared to programs that generate limited or no funding to cover their cost.*
- The grading criterion established to score programs, on a 0 to 4 scale is as follows:
  - **4** = Fees generated cover 75% to 100% of the cost to provide the program
  - **3** = Fees generated cover 50% to 74% of the cost to provide the program
  - **2** = Fees generated cover 25% to 49% of the cost to provide the program
  - **1** = Fees generated cover 1% to 24% of the cost to provide the program
  - **0** = No fees are generated that cover the cost to provide the program



# Basic Program Attributes:

## **Portion of Community Served by Program**

- *Programs that benefit or serve a larger segment of the City's residents, businesses and/or visitors will receive a higher score for this attribute compared to programs that benefit or serve only a small segment of these populations.*
- The grading criterion established to score programs, on a **0 to 4** scale is as follows:
  - **4** = Program benefits/serves the **ENTIRE** community (100%)
  - **3** = Program benefits/serves a **SUBSTANTIAL** portion community (*at least 75%*)
  - **2** = Program benefits/serves a **SIGNIFICANT** portion of the community (*at least 50%*)
  - **1** = Program benefits/serves **SOME** portion of the community (*at least 10%*)
  - **0** = Program benefits/serves only a **SMALL** portion of the community (*less than 10%*)



## **Response to Council Request 17-145**

To: City Council

From: Kathleen Rinkel, Director of Finance and Administrative Services

Date: September 7, 2017

Subject: Date when the geographic designation for the sales tax areas changed

The geographic designation for the sales tax areas changed in February 2012.

To provide consistent comparative data in future issues of the comprehensive version of the Monthly Financial report, the pie charts in the Sales Tax section will be adjusted to compare 2013 to 2016 Actual receipts.

Please let me know if you have any questions.

Sincerely,

Kathleen Rinkel, CPA, CMA  
Director of Finance and Administrative Services  
[krinkel@englewoodco.gov](mailto:krinkel@englewoodco.gov)  
(303) 672-2401





## **Response to Council Requests from the October 9, 2017, Council Meeting**

To: City Council

From: Kathleen Rinkel, Director of Finance and Administrative Services

Date: October 10, 2017

Subject: Responses to the Questions raised on the 2018 City of Englewood's 2018 Proposed Budget at the October 9, 2017, Study Session

At the October 9, 2017, Council Study Session, questions were raised on the 2018 Budget. Below are the questions raised and the associated responses:

**1) (CR17-166) Please provide a copy of the Operational agreement for LEWWTP and information about the \$1.5M being held for City of Littleton**

There are two pieces of financing for the LEWWTP to which the City of Littleton and the City of Englewood both contribute: a Reserve and monthly Operations.

The City of Englewood is currently holding a total reserve of \$2,640,000 for 2017. The City of Littleton's portion of the reserve is \$1,210,000. In the original July 2, 1973, Joint Use Agreement (Section 5.1), "The Cities agree that it is necessary to fund an operation and maintenance reserve account..." The current reserve represents 2 months of Capital and Operations/Maintenance costs. The details of how this was calculated for 2017 is on Attachment #1.

In Section 5.2 of the Joint Use Agreement (to cover ongoing operations), it was agreed that a cost estimate for each year would be prepared and that "...each City shall pay its portion thereof quarterly, in advance." This was to ensure that there were funds to operate the plant in advance of incurring expenses and resulted in the practice we now have in place for the reserve. Subsequently, in December 6, 1982, due to a better understanding and refinement of the plant operations, the Cities agreed to monthly payments (calculated as 12<sup>th</sup> of the annual budget) to be made by the 10<sup>th</sup> of each month (section 1.3). This replaced the practice of collecting quarterly payments in advance.

The LEWWTP agreements, amendments and Memorandums of Understanding are attached (Attachments #3a thru #3g).

**2) (CR17-167) Please provide information on the debt obligations for LEWWTP.**

The Wastewater treatment plant does not have any debt. Per section 3.7 of the Joint Use Agreement (dated: July 2, 1973): "Each City covenants and agrees





that it will levy a sufficient tax, or charge sufficient sewer rates to enable it to generate sufficient funds to make the payments that will be required under the terms of this contract.”

**3) (CR17-168) What is the Tabor status of the LEWWTP?**

The operation of the Littleton/Englewood Wastewater Treatment is a joint venture, governed by the Joint Use agreement. The joint venture does not have the power to assess ad valorem tax on the property of the participating cities, therefore, it does not fall under the scope of the State of Colorado Budget Law (TABOR).

**4) (CR17-169) Why were 8 employees added in the LEWWTP budget for 2018?**

This question was covered in the previous responses to Council questions asked on October 2, 2017. Please see the response dated October 6, 2017.

**5) (CR17-170) There were 300 additional FTEs added since 2012; please detail the Part time and Full Time by department.**

Attached is the 2008 through 2018 summary of the budgeted permanent employee FTEs (includes both full time and part-time) (Attachment #2). The total permanent FTE count in 2012 was 475.954 and the count in the 2018 proposed budget is 438.660. This is a reduction of 37.294 permanent FTE over the 7-year period.

The 300 additional personnel noted as additional FTEs were the City's seasonal workers which range between 300 and 400 during the summer months, based on need. These employees were not included in the City's HR employee count records prior to 2015. Although their costs are included in the budget, we do not reflect them in our budgeted FTE count since their employment starts and stops within the year.

**6) (CR17-171) Please provide more information on the Fire Services budget 'pension' reflected in the 2018 budget.**

The personnel expense budgeted in the Fire Division for 2018 is the City's Pension Contribution for 6 former employees of the Englewood Fire Department. This cost will continue for the life of these firefighters and will continue to be budgeted in the Fire Division budget in the future.

**7) (CR17-172) In the May 2015 power point presentation there was \$380K identified for Fire Marshal. Is there anything in the contract covering a reduced rate/consideration for the City keeping the Fire Marshal or additional personnel? How are the current Fire Marshal staffing levels affecting our commitment to the community?**





There are no terms in the Fire Services contract with the City and County of Denver requiring specific Fire Marshal or inspection personnel, nor any terms providing a reduced rate/consideration for the Fire Marshal service.

All Fire Marshal services, inspections and plan reviews are currently being managed within committed timeframes with the existing personnel we have on staff.

A copy of Fire Services contract with the City and County of Denver is included. (Attachment #4)

**8) (CR17-161) Please provide the Museum of Outdoor Arts Lease documents.**

Attached are the original Museum of Outdoor Arts Sublease (dated: November 22, 1999) and the 3 executed options to renew (each 5 year terms). Our last extension, executed in 2015, will expire May 15, 2020. (Attachments #5a through #5d)

**9) (CR17-162) How much was budgeted for 2018 Personnel pay increases? Please detail by Directors and other staff (2017 to 2018).**

An overall 3% salary increase was included in the proposed 2018 City of Englewood budget. This is alignment with the September 2017 Economic Indicators as provided by the Colorado Legislative Council research staff (See attachment #6). The total proposed 3% salary increase across the funds that have personnel is \$853,579 (\$53,750 for Directors; \$799,829 for all other positions). These increases are not automatic. They are tied to our performance management program and will vary based on the level of individual performance.

**10) (CR17-163) The 2017 estimated expenditures for the Englewood Police Headquarters project reflected in the proposed 2018 budget document are \$8M. Per the last project update provided to Council, the project manager is now expecting the 2017 expenditures to be \$2-\$3M. Can we reduce the 2017 amount reflected in the 2018 proposed budget and add the difference (approximately \$5.2M) to the fund's beginning balance for 2018?**

The Englewood Police Headquarters project is still in the early stages of development. To have the most accurate information to include in the 2018 budget, a revised estimate of spending for the project will be developed by the Architect and Project Manager shortly after groundbreaking. If an adjustment is necessary, a supplemental appropriation for the 2018 budget will be presented to Council in early 2018.

**11) Can the supplemental budget appropriation for the Englewood Police Headquarters project for 2017 be completed prior to the end of the year?**





Per Ordinance 30 of 2017 (passed on 2<sup>nd</sup> reading on May 1, 2017), Council approved the sales of the General Obligation Bonds for the Englewood Police Headquarters Building project. The property taxes to be collected to cover the principal and interest payments were appropriated through that Ordinance (section 5(d)):

***“Appropriation and Budgeting of Proceeds of Ad Valorem Taxes.***

Moneys received from the general ad valorem taxes levied pursuant to subsection (b) of this Section in an amount sufficient to pay the principal of and interest on the Bonds when due, respectively, are hereby appropriated for that purpose, and all amounts required to pay the principal of and interest on the Bonds due, respectively, in each year shall be included in the annual budget and appropriation ordinance to be adopted and passed by the Council for such year.”

The funds have been received on the sale of the bonds, however, the appropriation of funds to be spent on the project in 2017 had not yet been completed due to some design and construction unknowns. This appropriation request will be brought forward in November 2017 to finalize.

**12) (CR17-164) Ensure that the Englewood Police Headquarters capital fund is separate from other Capital Projects.**

The Capital Funds (Public Improvement Fund-Fund 30, Capital Projects Fund-Fund 31 and the Englewood Police Headquarters Building Construction Fund-Fund 34) are separated in the Accounting system and also in the proposed 2018 Budget book on pages 208, 209 and 210. As such, none of the funds are co-mingled. The combined representation on page 207 of the Proposed 2018 Budget book is a summary to share the full extent of the City’s 2012-2018 capital investment with the public.

Please let me know if you have any additional questions.

Sincerely,

**Kathleen Rinkel, CPA, CMA**  
**Director of Finance and Administrative Services**

[krinkel@englewoodco.gov](mailto:krinkel@englewoodco.gov)

(303) 672-2401



## Littleton/Englewood Wastewater Treatment Plant

Calculation of "Deposit Requirement" for each City

		2017 Budget		
		Littleton	Englewood	Total
<b>Fixed Costs</b>		<b>50%</b>	<b>50%</b>	<b>100%</b>
90-1701	Environmental Compliance	749,873.50	749,873.50	1,499,747.00
90-1705	Laboratory Services	461,554.50	461,554.50	923,109.00
90-1706	Business Services	1,082,848.50	1,082,848.50	2,165,697.00
<b>Total Fixed Costs</b>		<b>2,294,276.50</b>	<b>2,294,276.50</b>	<b>4,588,553.00</b>
<b>Variable Costs (based on 2015 actual average flow %)</b>		<b>43.6%</b>	<b>56.4%</b>	<b>100%</b>
90-1702	Beneficial Use	461,087.00	596,452.00	1,057,539.00
90-1703	Engineering and Maintenance	1,365,872.90	1,766,863.10	3,132,736.00
90-1704	Industrial Pretreatment	2,745,236.50	3,551,177.50	6,296,414.00
<b>Total Variable Costs</b>		<b>4,572,196.40</b>	<b>5,914,492.60</b>	<b>10,486,689.00</b>
<b>Routine Capital Replacement</b>		<b>50%</b>	<b>50%</b>	<b>100%</b>
90-1702	Beneficial Use	212,500.00	212,500.00	425,000.00
90-1704	Industrial Pretreatment	154,000.00	154,000.00	308,000.00
<b>Routine Capital Replacement</b>		<b>366,500.00</b>	<b>366,500.00</b>	<b>733,000.00</b>
<b>Total</b>		<b>7,232,972.90</b>	<b>8,575,269.10</b>	<b>15,808,242.00</b>
Divide Total by 12 Months		602,747.74	714,605.76	1,317,353.50
Multiply by 2 month requirement		1,205,495.48	1,429,211.52	2,634,707.00
<b>Required Deposit for 2017</b>		<b>1,210,000.00</b>	<b>1,430,000.00</b>	<b>2,640,000.00</b>
<b>Percentage</b>		<b>46%</b>	<b>54%</b>	<b>100%</b>
90-1703	Plant Projects	1,000,000.00	1,000,000.00	2,000,000.00
90-1706	Business Services	673,500.00	673,500.00	1,347,000.00
		<b>1,673,500.00</b>	<b>1,673,500.00</b>	<b>3,347,000.00</b>
<b>Total Budget</b>				<b>19,155,242.00</b>

The Proposed Budget establishes a "Deposit Requirement" of **\$2.64** million dollars for operations and maintenance of the plant. (**\$1,210,000** and **\$1,430,000** for Littleton and Englewood respectively.) This Deposit Requirement is net of an amount established for capital plant projects and infrastructure maintenance. It is recommended that each City pay their share of these capital costs as it is incurred, i.e. pay as we go. ***The City of Englewood will notify the City of Littleton of the capital plant project costs to be paid and will ask for payment on the day that checks and/or wires are issued.***

**City of Englewood, Colorado**  
**PERSONNEL STAFFING COMPARISON - PERMANENT EMPLOYEES FTE**

	2008	2009	2010	2011	2012	2013	2014	2015	2016	Budget 2017	Estimate 2017	Budget 2018	2017 Est vs 2018
<b>General Fund (02)</b>													
02-0201 City Manager's Office	5.380	5.000	4.962	4.925	5.000	5.250	4.750	4.750	6.250	6.250	4.250	4.000	-0.25
02-0602 CMO - City Clerk	3.000	3.000	2.977	2.955	3.000	3.000	3.000	3.000	2.250	3.000	3.000	3.000	0.00
Subtotal - City Manager's Office	8.380	8.000	7.938	7.880	8.000	8.250	7.750	7.750	8.500	9.250	7.250	7.000	-0.25
02-0301 City Attorney's Office	5.500	5.500	5.702	5.704	6.153	6.370	6.570	7.870	8.490	7.300	6.930	6.930	0.00
02-0401 Municipal Court	10.900	10.607	10.236	12.213	10.050	9.990	10.635	10.970	10.010	10.010	9.950	9.950	0.00
02-0501 Human Resources	4.670	3.770	3.543	2.729	3.513	3.513	3.013	4.430	6.430	6.430	5.430	5.430	0.00
02-0601 Finance & Admin Services - Administration	2.000	2.000	1.985	1.970	2.000	2.000	2.000	2.000	3.000	2.000	3.000	2.000	-1.00
02-0603 Finance & Admin Services - Accounting	5.900	4.900	4.862	4.827	4.900	4.900	4.900	4.950	4.900	4.500	5.625	5.625	0.00
02-0604 Finance & Admin Services - Revenue & Budget	7.000	7.000	6.946	6.895	7.000	7.000	7.000	7.000	6.250	4.000	4.000	4.000	0.00
02-0605 Finance & Admin Services - Purchasing	1.000	1.000	0.992	0.985	1.000	1.000	1.000	1.000	2.000	3.000	3.000	3.000	0.00
Subtotal - Finance & Administrative Services	15.900	14.900	14.785	14.677	14.900	14.900	14.900	14.950	16.150	13.500	15.625	14.625	-1.00
02-0701 Information Technology	10.600	11.500	10.419	10.343	10.500	10.500	10.500	10.450	11.000	11.000	11.000	12.000	1.00
02-0801 Community Development	12.000	11.000	10.915	10.835	11.000	11.000	11.000	9.000	9.000	10.000	10.000	10.000	0.00
02-1107 Building & Safety	7.000	7.000	6.946	6.895	7.000	7.000	7.000	7.000	7.000	7.000	7.000	7.000	0.00
Subtotal - Community Development	19.000	18.000	17.862	17.730	18.000	18.000	18.000	16.000	16.000	17.000	17.000	17.000	0.00
02-1001 Public Works-Administration	2.000	2.000	1.985	1.978	2.000	2.000	2.000	2.000	2.000	2.000	1.875	2.000	0.13
02-1002 Public Works - Engineering Services	3.334	3.134	2.986	2.964	3.009	3.759	5.009	4.009	4.125	4.800	4.067	4.067	0.00
02-1003 Public Works - Streets & Drainage	13.000	13.000	10.915	10.835	11.000	11.000	11.000	11.000	11.000	11.450	11.450	11.450	0.00
02-1004 Public Works - Traffic Maintenance	6.500	6.500	6.450	6.403	6.500	6.500	6.500	6.500	6.000	6.000	6.000	6.000	0.00
02-1005 Public Works - General Operations & Maint	21.700	21.700	21.839	20.685	21.000	21.000	20.000	21.000	21.000	20.000	21.000	21.000	0.00
Subtotal - Public Works	46.534	46.334	44.175	42.864	43.509	44.259	44.509	44.509	44.125	44.250	44.392	44.517	0.13
02-1102 Fire- Operations and Support Services	58.000	58.800	58.421	57.495	58.370	58.370	59.120	28.560	0.000	0.000	0.000	0.000	0.00
02-1101 Police - Administration	8.600	8.600	8.534	8.471	8.600	9.000	7.000	9.000	9.000	9.000	11.000	11.000	0.00
02-1104 Police - Communications & Records	17.130	15.400	14.789	14.184	15.000	16.200	16.000	16.000	15.200	15.000	16.200	16.200	0.00
02-1105 Police - Operations and Support Services	69.900	70.700	72.141	71.905	73.000	72.000	73.000	74.000	79.000	79.000	77.500	78.000	0.50
02-1108 Neighborhood & Environmental Services	6.000	6.000	5.954	4.925	5.000	5.000	5.000	5.000	8.000	8.000	5.000	5.000	0.00
Subtotal - Police Department	101.630	100.700	101.417	99.485	101.600	102.200	101.000	104.000	111.200	111.000	109.700	110.200	0.50
02-1201 Library	15.700	16.640	16.268	15.110	16.302	15.870	16.040	16.325	14.475	14.475	14.250	14.250	0.00
02-1301 Recreation - Administration	4.000	4.000	3.969	4.925	4.000	4.000	4.000	4.000	3.800	3.800	4.000	4.000	0.00
02-1302 Recreation - Rec Center	6.580	6.580	6.529	6.481	5.400	5.130	4.780	4.250	4.500	4.500	4.500	4.225	-0.28
02-1303 Malley Center	2.500	2.500	2.481	3.940	2.750	2.750	2.625	2.750	2.250	2.250	2.500	2.025	-0.48
02-1304 Recreation Programs	8.580	8.580	8.514	8.205	8.438	8.000	7.000	8.000	6.000	6.200	6.000	8.000	2.00
02-1305 Parks	16.000	15.500	15.381	14.283	13.500	13.500	13.500	13.500	15.000	15.000	15.000	15.000	0.00
02-1308 Pirates Cove	0.750	0.750	0.998	0.985	1.500	1.500	1.875	2.500	2.500	2.300	2.475	2.475	0.00
Subtotal - Parks and Recreation	38.410	37.910	37.872	38.819	35.588	34.880	33.780	35.000	34.050	34.050	34.475	35.725	1.25
02-1800 Communications									2.500	2.500	1.500	3.000	1.50
Total General Fund	335.224	332.661	328.638	325.047	326.483	327.102	325.817	300.814	282.930	280.765	277.502	280.627	3.13
<b>Open Space Fund (10)</b>													
10-1305 Open Space Fund	1.000	1.000	0.992	0.985	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.00
<b>Public Improvement Fund (PIF) (30)</b>													
30-1006 Concrete Replacement	0.385	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00
<b>Water (40), Sewer (41) &amp; Storm Drainage (42)</b>													
40-1601 Source of Supply	4.200	5.200	4.168	4.137	5.000	5.000	4.000	4.000	4.000	3.700	3.750	3.750	0.00
40-1602 Power & Pumping	3.200	3.200	3.175	3.152	3.000	3.000	3.000	3.000	3.000	0.950	1.000	1.000	0.00
40-1603 Purification	8.700	8.200	8.137	8.077	9.000	9.000	8.000	8.000	9.000	11.350	12.250	12.250	0.00
40-1604 Transmission & Distribution	7.700	7.700	7.641	7.585	7.500	7.500	6.500	6.500	6.500	5.900	5.500	5.500	0.00
40-1607 Administration & General	6.200	6.100	6.053	6.994	6.600	6.600	6.100	7.100	5.050	5.900	6.750	6.750	0.00
41-1605 Wastewater Collections	5.500	5.500	5.458	5.418	4.400	6.400	6.400	6.400	6.500	6.600	5.500	5.500	0.00
41-1607 Administration - Sewer	9.350	8.950	8.881	9.801	8.950	8.950	8.950	8.950	8.700	7.000	6.450	6.450	0.00
42-1606 Storm Drainage	0.200	0.200	0.199	0.197	0.100	0.100	0.100	0.100	0.100	0.400	0.300	0.300	0.00
42-1607 Storm Drainage Administration & General	0.450	0.450	0.447	0.443	0.450	0.450	0.450	0.450	0.350	0.500	0.800	0.800	0.00
Total - Utilities	45.500	45.500	44.158	45.803	45.000	47.000	43.500	44.500	43.200	42.300	42.300	42.300	0.00
<b>Golf Course Fund (43)</b>													
43-1306 Golf Course - Operations	3.000	3.000	1.985	2.837	2.880	2.880	2.880	2.880	3.000	3.000	4.000	4.000	0.00
43-1307 Golf Course - Maintenance	6.000	5.500	5.458	4.433	4.500	4.500	4.500	4.500	4.000	4.000	8.250	8.250	0.00
Total - Golf Course	9.000	8.500	7.442	7.269	7.380	7.380	7.380	7.380	7.000	7.000	12.250	12.250	0.00
<b>Concrete Utility Fund (44)</b>													
44-1001 Concrete Utility Fund - Administration	1.916	1.916	1.901	1.887	1.916	1.166	0.916	0.916	1.300	1.300	0.583	0.583	0.00
44-1006 Concrete Utility Fund - Program	1.620	2.000	1.985	1.970	2.000	3.000	2.000	2.000	1.450	1.450	2.450	2.450	0.00
Total - Concrete Utility	3.536	3.916	3.886	3.857	3.916	4.166	2.916	2.916	2.750	2.750	3.033	3.033	0.00
<b>Central Services Fund (60)</b>													
60-0610 Central Services - Print Shop	1.100	1.100	1.092	1.084	1.100	1.100	1.100	1.100	1.100	1.100	1.000	1.000	0.00
<b>ServiCenter Fund (61)</b>													
61-1007 ServiCenter-Garage	10.000	9.000	8.931	8.865	9.000	9.000	9.000	10.000	10.000	10.000	10.000	10.000	0.00
61-1008 ServiCenter-Administration	1.300	2.300	0.992	0.985	1.000	1.000	1.000	0.000	0.000	0.000	0.000	0.000	0.00

**City of Englewood, Colorado**  
**PERSONNEL STAFFING COMPARISON - PERMANENT EMPLOYEES FTE**

	2008	2009	2010	2011	2012	2013	2014	2015	2016	Budget 2017	Estimate 2017	Budget 2018	2017 Est vs 2018
Total - ServiCenter	11.300	11.300	9.923	9.850	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	0.00
<b>Risk Management Fund (63)</b>													0.00
63-0503 Self-Insurance (Property & Liability)	1.250	1.400	1.302	1.970	1.500	1.500	1.500	1.000	1.000	1.000	1.000	1.000	0.00
<b>Employees Benefits Fund (64)</b>													0.00
64-0505 Self-Insurance (Employee Benefits)	1.250	1.400	1.302	1.970	1.500	1.500	1.500	1.000	1.000	2.000	2.000	1.000	-1.00
<b>Englewood Environmental Fund (85)</b>													0.00
85-8501 Englewood Environmental Fund	0.500	0.700	0.819	0.566	0.575	0.575	0.575	0.575	0.575	0.000	0.575	0.450	-0.13
<b>Littleton/Englewood Treatment Plant (LEWWTP) Fund (90)</b>													0.00
90-1701 Projects Regulatory Management	12.000	12.000	11.908	8.880	9.000	9.000	9.000	9.000	9.000	9.000	9.000	0.000	-9.00
90-1702 Beneficial Use	5.000	5.000	4.962	4.925	5.000	5.000	5.000	5.000	5.000	5.000	5.000	0.000	-5.00
90-1703 Maintenance	16.000	17.000	17.862	21.674	20.000	20.000	20.000	20.000	20.000	20.000	22.000	0.000	-22.00
90-1704 Operations	26.600	26.600	27.388	27.186	26.600	26.600	26.000	26.000	26.000	26.000	26.000	0.000	-26.00
90-1705 Laboratory	6.400	6.400	6.351	6.304	6.400	6.400	6.400	6.400	6.400	6.400	6.400	0.000	-6.40
90-1706 Business Services	10.500	10.500	10.419	11.328	10.500	10.500	11.000	11.000	11.000	11.000	10.000	0.000	-10.00
90-1707 Pretreatment	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00
90-1710												28.000	28.00
90-1711												51.000	51.00
90-1712												7.000	7.00
Total - LEWWTP	76.500	77.500	78.888	80.296	77.500	77.500	77.400	77.400	77.400	77.400	78.400	86.000	7.60
<b>GRAND TOTAL</b>	486.545	484.977	478.443	478.697	475.954	478.823	472.688	447.685	427.955	425.315	429.060	438.660	9.600
<b>Change in number of Employees</b>	0.587	-1.568	-6.534	0.254	-9.023	2.868	-6.135	-25.002	-19.730	-2.640	3.745	9.600	
<b>Percentage Increase (Decrease)</b>	0.12%	-0.32%	-1.35%	0.05%	-1.86%	0.60%	-1.28%	-5.29%	-4.41%	-0.62%	0.88%	2.24%	

\*Recreation, including Golf Course, hires seasonal temporaries and does not budget these as Full Time Equivalents.

There are also various temporary positions and internships.

Upon conversion to the new financial system (2002), many divisions were combined. We have tried to show both the old and new structure when possible.

5 File

AGREEMENT  
BETWEEN THE CITIES OF  
LITTLETON AND ENGLEWOOD, COLORADO  
FOR JOINT-USE WASTE WATER  
TREATMENT FACILITIES

THIS AGREEMENT is made and entered into as of the  
2 day of July, 1973, by and between the CITIES OF  
LITTLETON AND ENGLEWOOD, COLORADO.

I.

RECITALS

1.1 Both Cities are Home Rule Cities operating under charters pursuant to Article XX of the Constitution of the State of Colorado.

1.2 It is deemed by the City Councils of both Cities to be in their best interest, and in the best interest of their present and future waste water treatment facility users, that future enlargement of each City's plant facilities be combined in one location and into one plant, and each Council has heretofore adopted a Resolution approving the concept.

1.3 Certain conceptual planning has been done in this regard for the Cities by the engineering firm of Henningson, Durham & Richardson.

1.4 This contract is entered into pursuant to the basic powers of the Cities to contract with each other and, further, pursuant to enactment by the State Legislature in 1971 of an amendment to C. R. S., 1963, 88-2-1.

1.5 The basic concept of this Agreement is that neither City shall be a customer of the other, but rather a joint facility shall be constructed and operated with construction costs, costs of additions, and costs of operation and maintenance being divided between them in a fair and equitable manner as set forth hereinafter with greater specificity.

1.6 It is contemplated that the Cities will make applications

for federal funding of this project up to the maximum amount eligible.

1.7 In order to make use of the joint facility which will be located downstream from Littleton, it will be necessary to construct an interceptor line, and it shall be Littleton's responsibility to pay for and to contract for a sixty-six (66) inch line from the Littleton plant to the joint plant.

## II.

### INITIAL PLANT

2.1 The joint facility shall be located on a tract or tracts of land in the vicinity of the present Englewood sewerage treatment plant as illustrated on the plat or drawing which is designated as Exhibit A, which shall be prepared by the engineering firm of Henningson, Durham & Richardson and when prepared shall be presented to the Cities for their approval. When approved it shall be appended to this Agreement and be considered a part hereof. Reasonable easements through adjacent properties owned by the City of Englewood shall be granted at nominal consideration.

2.2 Englewood shall receive a credit against its contribution to the cost of the plant for such land as is designated on Exhibit A which is owned by Englewood and which is used for the plant. The credit given Englewood for land used for the plant shall be arrived at by the Cities by negotiation and agreement, if possible, or in the absence of such agreement, by the Cities having the cost determined by one Member of the Appraisal Institute (MAI) to be designated by them, or in the event of their inability to agree upon the identity of such appraiser, then by an MAI designated by the presiding judge of the Eighteenth Judicial District of the State of Colorado.

2.3 The actual ownership of the real estate and improvements on the site, or that are in the future constructed thereon, shall be in tenancy in common between the Cities.

2.4 Englewood shall proceed immediately to purchase all land that it does not yet own which is agreed upon by the Cities by designation on Exhibit A. Upon acquisition of all such land, and receipt of the specified reimbursement from Littleton, either by cash payment or by credit being given against payments on the construction contract or contracts, the title to the land shall be altered so as to be held in tenancy in common. Land to be acquired shall be purchased at a price agreed upon and concurred in by the two Cities. In the event Englewood cannot acquire the property by purchase and negotiation, Englewood shall proceed with condemnation of the properties, and the two Cities shall cooperate with each other in such action. Englewood shall be repaid for fifty percent (50%) of all acquisition costs, including appraisals and condemnation costs by Littleton by means of a credit against construction contract payments, or in cash, at Littleton's option.

2.5 The initial capacity of the plant shall be approximately twenty million gallons per day, and it is estimated that the construction cost shall be approximately 13.5 million dollars. Each City shall pay for one-half (1/2) of the total project cost, and each City shall own one-half (1/2) of the plant and the initial treatment capacity thereof. Each City shall be entitled to credit against its payment any amounts received in federal aid by that City for this project.

2.6 A joint award of the construction contract shall be made by the City Councils of each City. The contract shall be administered, during the course of construction, by the Supervisory Committee, described in paragraph 3.1 below. Change orders in the contract may be authorized by that Committee up to fifty thousand dollars (\$50,000) per order with an aggregate maximum for all change orders not to exceed one percent (1%) of the total amount of the contract. In the event the said one percent (1%) figure is met, then, and in that event, future change orders which can be approved by the Committee shall be limited to ten thousand dollars (\$10,000) aggregate. Further change orders must be approved by both City Councils.

2.7 In the event that land is acquired by the Cities and the entire project is abandoned, the land so acquired shall be disposed of as follows: Englewood shall have the option of either purchasing Littleton's share of the land, or conducting a public sale thereof with the proceeds to be divided between the Cities based upon the proportionate amount of investment made by each.

### III.

#### OPERATION

3.1 A permanent committee, to be known as the Supervisory Committee and which shall consist of two administrative employees of each City shall oversee all operations of the joint facility and attendant matters, both during the course of construction and after the plant is in operation. Decisions shall be made by majority vote. In the event that a majority vote cannot be arrived at on any matters within the scope of their authority, then, and in that event, a fifth member of the Supervisory Committee shall be appointed for the purpose of reaching a determination of that issue. The fifth member shall be an individual whose identity is agreed upon by the two Cities, or in the absence of such agreement, the fifth member shall be appointed by the presiding judge of the Eighteenth Judicial District of the State of Colorado, and this fifth member so appointed shall be one who is experienced and educated in the field of waste water treatment, and the operation of treatment plants.

3.2 The City of Englewood shall operate the plant under the control of the Supervisory Committee. Englewood shall be reimbursed for its expenditures in operating the plant based on actual verifiable costs, plus three percent (3%) of such costs for administration.

3.3 Within two (2) years from the date of this contract, each City shall adopt and enforce industrial waste management ordinances controlling influent to the plant, and shall enforce effluent standards that

comply with existing state and federal regulations. In the event that the ordinance of one City permits existing sewer customers to continue to discharge waste containing a higher BOD content, then, and in that event, that City shall pay an additional sum to be determined by the permanent operating committee.

3.4 Allocation of annual charges and determination of rates for each year of operation shall be determined in the following manner:

.1 The total annual charges for operation and maintenance for each year shall be based on volume of sewerage contributed, BOD content, and suspended solids content of the sewerage.

.2 The unit charge per million gallons of sewage volume, the unit charge per ton of BOD content, and the unit charge per ton of suspended solids content shall be computed annually as follows:

- (a) Unit charge for volume (per MG) = 
$$\frac{\text{total annual volume charge}}{\text{total MG to plant}}$$
- (b) Unit charge for BOD (per ton) = 
$$\frac{\text{total annual BOD charge}}{\text{total tons BOD to plant}}$$
- (c) Unit charge for SS (per ton) = 
$$\frac{\text{total annual SS charge}}{\text{total tons SS to plant}}$$

.3 Each City shall pay annually a total sum obtained by multiplying the respective unit charges thus obtained by the estimated annual volume, BOD, and SS of the sewage to be contributed by the City to the plant.

.4 Following each calendar year, the actual unit charges for volume, BOD, and SS will be computed on the basis of actual volume, BOD and SS contributed to the plant. The annual payments by the Cities made on the basis of estimated unit charges shall thereafter be adjusted on the basis of the actual unit charges, and such adjustments shall be reflected in subsequent annual charges to be made to

.5 The volume charge to Littleton shall be reduced based on the quantity and quality of sewerage which may be put into the sixty-six (66) inch interceptor line owned by Littleton.

3.5 In the event capital repairs are necessary requiring expenditure of funds above those which the joint plant has at its disposal, they shall be paid one-half by each City; but if in the future, through plant enlargement, one City actually owns more of the plant they shall be based on the then existing ratio of ownership.

3.6 Monthly reports relative to the operation of the plant shall be required by the Supervisory Committee and copies thereof shall be distributed to the City Councils of each City: The plant facilities and records shall be open for inspection and review of the parties.

3.7 Each City covenants and agrees that it will either levy a sufficient tax, or charge sufficient sewer rates to enable it to generate sufficient funds to make the payments that will be required under the terms of this contract.

#### IV.

##### SUBSEQUENT PLANT ENLARGEMENT

4.1 At such time as either City is using eighty percent (80%) of its capacity in the joint plant, or is under contract with Districts, or other entities, which lead it reasonably to conclude that it soon will be at or over the said eighty percent (80%) figure, it may either request that the other City lease or sell to it a portion of the unused capacity of the plant owned by said other City, or it may enlarge the plant.

4.2 The cost of any enlargement, if required, by one City pursuant to the terms of paragraph 4.1, shall be borne by the City requiring the plant enlargement, and the additional capacity shall be owned by said City.

4.3 In the event both Cities require additional plant capacity, they shall share in the cost and eventual ownership of the increased capacity based upon the amount of the additional capacity required by each.

4.4 In no event shall the operator of the joint plant accept sanitary sewerage in amounts above the specific entitlement of each City.

V.

FINANCING

5.1 The Cities agree that it is necessary to fund an operation and maintenance reserve account, and each City shall therefore deposit twenty thousand dollars (\$20,000) each into the said fund. The fund shall be subject to annual review. Expenditures for non-budgeted items or services costing over two thousand dollars (\$2,000) must be first approved by a majority of the members of the Supervisory Committee, and of items exceeding ten thousand dollar. (\$10,000) must be approved by the Councils of each City.

5.2 The Supervisory Committee shall prepare a cost estimate for the first year of operation of the plant and for each year thereafter, and each City shall pay its portion thereof quarterly, in advance. In the event there is a deficit incurred in operations, then, and in that event, each City shall pay its portion thereof, based on the percentage of capacity ownership, within thirty (30) days of notification of the existence of the deficit by the Supervisory Committee.

VI.

SERVICE AREA

6.1 It is a basic concept of logical development of sewer treatment facilities that collection systems serve drainage basins which flow naturally by gravity. Except where existing contracts with Districts, or other entities, present legal impediments which cannot be overcome by negotiation and amendment, it is agreed that each City shall serve those drainage basins which flow naturally to the collection facilities of the said City. Appendix B, a map of the drainage basins, sewer service districts, and service areas of the two Cities, is attached to and made a part of this

Agreement. If an area desiring service is in the drainage basin of one City, but that City refuses service, then the second City may serve it. "Refusal to serve" shall mean that upon written application the City involved shall expressly deny service to the applicant; implied refusal shall mean that upon written application the City involved does not respond in writing within sixty (60) days from the date of application; conditional approval of service shall not be construed as a refusal of service. There shall be no expansion of service by one City across or into basins which naturally drain to the collection facilities of the other City, except as hereinabove provided.

## VII.

### MISCELLANEOUS

7.1 Subject to the provisions of the charters and ordinances of each City, individuals presently employed by either City shall have priority in employment by the operators of the joint plant, based wherever possible on a plan of alternating in selection of employees between the two Cities, which plan shall be devised and administered by the said committee and shall be reduced to writing.

7.2 This contract shall be for a perpetual period, unless terminated prior to that time by mutual agreement or operation of law. Should federal funding as described in paragraph 1.6 above not become available to either City in an amount equal to at least fifty percent (50%) of its initial project cost, then either City may terminate this Agreement. Upon termination of this Agreement, assets shall be divided between the Cities in such manner as they may agree upon, but in the absence of such agreement then by appraisal with a Member of the Appraisal Institute (MAI) being designated by the Cities, or in the absence of an agreement on the identity of the MAI, by the presiding judge of the Eighteenth Judicial District of the State of Colorado.

7.3 Each City shall adopt an ordinance with similar content approving and authorizing entry into this contract.

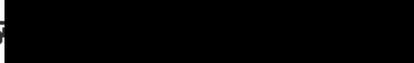
7.4 In order to provide for proper management of the joint

...; and understood and agreed that direct taps to the treatment plant, or to the interceptor line shall be in a minimum size of eight (8) inches.

7.5 Littleton shall reserve for Englewood's use reserve capacity of one million gallons per day in the sixty-six (66) inch interceptor line to be constructed by Littleton. Littleton shall receive a credit against its contribution to construction of the joint plant for this amount of reserve capacity based on the total cost to Littleton of the said interceptor, including costs of construction, right-of-way acquisition and similar items multiplied by the fraction the numerator of which is one million gallons per day and the denominator of which is the million gallon daily capacity of the sixty-six (66) inch interceptor.

Done and signed as of the day and year first above written.

CITY OF LITTLETON

By   
President of City Council

ATTEST:

  
City Clerk

CITY OF ENGLEWOOD

By   
President of City Council

ATTEST:

  
City Clerk

DAVID L. NICHOLL  
JOHN J. NICHOLL

ARAPAHOE SURVEYS  
REGISTERED SURVEYORS  
SURVEYS -- MAP WORK  
LITTLETON, COLORADO

No. 0371

TRACT A

COMMENCING AT THE NORTHWEST CORNER OF THE NE  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  OF SECTION 33,  
T.4 S., R.60 W., OF THE 6TH PRINCIPAL MERIDIAN IN THE CITY OF ENGLEWOOD,  
COUNTY OF ARAPAHOE, STATE OF COLORADO, THENCE S 0° 07' E ALONG THE WEST  
LINE OF SAID NE  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  174.64 FEET TO THE TRUE POINT OF BEGINNING,  
THENCE N 67° 48' E 459.59 FEET TO THE NORTH LINE OF SAID NE  $\frac{1}{4}$  OF THE  
NE  $\frac{1}{4}$ , THENCE S 89° 52' 02" E ALONG SAID NORTH LINE 640.51 FEET TO A POINT  
243 FEET WEST OF THE NE CORNER OF NE  $\frac{1}{4}$  OF SECTION 33, THENCE S 11° 02' 34" W  
377.5 FEET, THENCE S 89° 30' 18" E 19.1 FEET, THENCE S 12° 36' 17" W 429.43  
FEET, THENCE N 89° 52' 02" W 4 FEET, THENCE S 12° 36' 17" W 194.48 FEET,  
THENCE N 89° 52' 02" W 252 FEET, THENCE S 0° 07' E 10 FEET, THENCE  
N 89° 52' 02" W 319 FEET, THENCE N 0° 07' W 330 FEET, THENCE N 89° 52' 02" W  
308 FEET TO THE WEST LINE OF SAID NE  $\frac{1}{4}$  OF NE  $\frac{1}{4}$ , THENCE N 0° 07' W ALONG SAID  
WEST LINE 485.36 FEET TO THE POINT OF BEGINNING, CONTAINING 19.004 ACRES OF  
LAND MORE OR LESS.

EXHIBIT A

PHONE 798.0768

5443 SOUTH PRINCE

DAVID L. NICHOLL  
JOHN J. NICHOLL

## ARAPAHOE SURVEYS

REGISTERED SURVEYORS  
SURVEYS -- MAP WORK  
LITTLETON, COLORADO

No. 6371

TRACT B

BEGINNING AT THE NORTHEAST CORNER OF THE SW  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  OF SECTION 33,  
T.4 S., R.68 W OF THE 6TH PRINCIPAL MERIDIAN IN THE CITY OF ENGLEWOOD,  
COUNTY OF ARAPAHOE, STATE OF COLORADO, THENCE N 0° 07' W 174.04 FEET,  
THENCE N 89° 50' W 609.04 FEET, TO THE EASTERLY LINE OF SOUTH PLATTE RIVER  
DRIVE, THENCE S 02° 17' E 1013.93 FEET, THENCE ALONG THE ARC OF A CURVE  
TO THE LEFT, THE RADIUS OF SAID CURVE BEING 705.37 FEET AND THE CENTRAL  
ANGLE BEING 12° 22' 19" FOR A DISTANCE OF 152.31 FEET, THENCE S 89° 52' E  
549.42 FEET TO THE EAST LINE OF THE SAID SW  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  OF SECTION 33,  
THENCE N 0° 07' W ALONG SAID EAST LINE 908.15 FEET TO THE POINT OF BEGINNING.  
CONTAINING 15.578 ACRES OF LAND MORE OR LESS.

PHONE 788-0766

5443 SOUTH PRINCE

DAVID L. NICHOLL  
JOHN J. NICHOLL

## ARAPAHOE SURVEYS

REGISTERED SURVEYORS  
SURVEYS .. MAP WORK  
LITTLETON, COLORADO

No. 6371

TRACT C

COMMENCING AT THE SOUTHWEST CORNER OF THE SE  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  OF SECTION 33,  
T.4 S., R.60 W. OF THE 6TH PRINCIPAL MERIDIAN IN THE CITY OF ENGLEWOOD,  
COUNTY OF ARAPAHOE, STATE OF COLORADO, THENCE N 0° 07' W ALONG WEST LINE  
OF SAID SE  $\frac{1}{4}$  OF NE  $\frac{1}{4}$  543.0 FEET TO THE TRUE POINT OF BEGINNING, THENCE  
N 0° 07' W 446.67 FEET, THENCE S 89° 53' 37" E 1110.35 FEET TO THE WEST  
LINE OF SOUTH SANTA FE DRIVE, THENCE S 17° 53' 37" W 15.77 FEET, THENCE  
N 89° 53' 37" W 366.47 FEET, THENCE S 12° 40' 45" W 240.63 FEET, THENCE  
S 89° 53' 57" E 342 FEET TO THE WEST LINE OF SOUTH SANTA FE DRIVE, THENCE  
S 17° 53' 37" W 10.52 FEET, THENCE N 89° 53' 37" W 343.84 FEET, THENCE  
S 27° 04' 02" W 107.73 FEET, THENCE S 43° 15' 53" W 16 FEET, THENCE  
S 6° 46' 19" E 22.63 FEET, THENCE S 32° 55' 39" W 35.95 FEET, THENCE  
S 61° 10' 59" W 56.95 FEET, THENCE S 36° 46' 23" W 86.99 FEET, THENCE  
N 89° 53' 37" W 340.85 FEET, THENCE N 0° 07' W 150.0 FEET, THENCE  
N 89° 53' 37" W 130.0 FEET TO THE POINT OF BEGINNING. CONTAINING 0.666  
ACRES OF LAND MORE OR LESS.

City of Englewood Survey September 5, 1973

TRACT D

Beginning at the Northeast Corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 33, T.4 S., R. 68 W of the 6th Principal Meridian in the City of Englewood, County of Arapahoe, State of Colorado, thence N  $0^{\circ} 07'$  W 174.84 feet to the true point of beginning, thence N  $0^{\circ} 7'$  W 25 feet; thence N  $89^{\circ} 50'$  W 610.78', to the Easterly line of South Platte River Drive, thence S  $02^{\circ} 17'$  E 25.04 feet, thence S  $89^{\circ} 50'$  E 609.84 feet to the point of beginning. Containing 0.351 acres of land more or less.

EXHIBIT A 5

TRACT E

Commencing at the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 33, T.4 S., R. 68 W. of the 6th Principal Meridian in the City of Englewood, County of Arapahoe, State of Colorado, thence North 0° 07' West along the West line of said Southeast 1/4 of the Northeast 1/4 343.6 feet to the true point of beginning, thence South 89° 53'37" East 130 feet, thence North 0° 07' West 200 feet, thence North 89° 53'37" West 130 Feet, thence South 0° 07' East 200 feet to the point of beginning. Containing 0.597 acres of land more or less.

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AGREEMENT  
 BETWEEN THE CITIES OF LITTLETON AND ENGLEWOOD, COLORADO  
 FOR JOINT-USE WASTEWATER TREATMENT FACILITIES

This Agreement, entered into this 6th day of December 1982, by and between the City of Littleton, Colorado a municipal

corporation of the State of Colorado (hereinafter referred to as "Littleton") and City of Englewood, Colorado, a municipal corporation of the State of Colorado (hereinafter referred to as "Englewood"):

WHEREAS, on the 2nd day of July, 1973, the Cities of Littleton and Englewood entered into an agreement for construction and operation of the Joint-Use Wastewater Treatment Plant, 2900 South Platte River Drive, Englewood, Colorado 80110.

WHEREAS, this contract was entered into pursuant to the basic powers of the Cities to contract with each other and, further, pursuant to enactment by the State Legislature in 1971 of an amendment to C.R.S. 1973, 29-1-201; and

WHEREAS, to augment capacity of the Joint-Use WWT, the Englewood Wastewater Treatment Plant, 1100 Bates Avenue, Englewood, CO, 80110, was renovated and placed in service in September, 1982, and

WHEREAS, for purposes of this agreement the following definitions will be used:

Joint-Use WWT	- Joint-Use Wastewater Treatment Plant 2900 S. Platte River Drive Englewood, CO 80110
Englewood WWT	- Englewood Wastewater Treatment Plant 1100 Bates Ave Englewood, CO 80110
Bi-City WWT	- Combined operations of Joint-Use WWT and Englewood WWT; and

WHEREAS, the City of Englewood is the sole owner of the Englewood WWT and,

WHEREAS, Littleton and Englewood, by previous agreement, are joint owners of the Joint-Use Plant, each owning and are entitled to Fifty Percent (50%) of the operating capacity of the Joint-Use Plant,

PF 56.

which capacity is approximately 20 million gallons per day (mgd) with Littleton being entitled to approximately 10 mgd and Englewood being entitled to approximately 10 mgd; and,

WHEREAS, it is the intention of the Cities of Littleton and Englewood to manage and operate the Englewood WWTP in concert with, and within the administrative structure established for the Joint-Use WWTP; and,

WHEREAS, the basic concept of this Agreement is that neither City shall be a customer of the other, but rather the Cities shall operate the Bi-City Plant with costs of additions, and costs of operation and maintenance being divided between them in a fair and equitable manner as set forth hereinafter with greater specificity; and,

WHEREAS, over the past several years, operations and management of the Joint-Use Plant have changed, the commitment between the Cities of Littleton and Englewood has changed, the understanding of operations and management has been refined, and planning has begun for expanding the Joint-Use Plant with construction of new facilities and the addition of the renovated Englewood Plant, and

WHEREAS, the Cities of Littleton and Englewood agree that it is in the best interest of both Cities to amend the 2nd day of July, 1973 Agreement concerning the Joint-Use Wastewater Treatment Facility to more accurately represent the needs of both parties.

NOW THEREFORE, IT IS AGREED by and between the parties hereto that this Agreement shall replace the 2nd day of July, 1973 Agreement as the understanding between cities on ownership and operation of the Bi-City Plant.

#### SECTION I OPERATION

1. Supervisory Committee: A permanent committee, to be known as the Supervisory Committee and which shall consist of two administrative employees from each city, designated by the City Manager of each City, shall oversee all operations of the joint facility and attendant matters. Decisions shall be made by majority vote. In the event that a majority vote cannot be arrived at on any matters within

the scope of their authority, then, and in that event, a fifth member of the Supervisory Committee shall be appointed for the purpose of reaching a determination of that issue. The fifth member shall be an individual whose identity is agreed upon by the two Cities, or in the absence of such agreement, the fifth member shall be appointed by the presiding judge of the Eighteenth Judicial District of the State of Colorado, and this fifth member so appointed shall be one who is experienced and educated in the field of wastewater treatment, and the operation of treatment plants. Costs for the fifth member shall be apportioned equally to both cities (50% each) out of the Bi-City Plant Operating budget.

2. The Supervisory Committee shall hold monthly meetings to discuss plant operations and administration.
3. The City of Englewood shall operate the Bi-City Plant under the control of the Supervisory Committee. Englewood shall be reimbursed for Littleton's share of the Bi-City Plant operating expenditures based on actual verifiable costs as established under Section III, plus an administration fee of three percent (3%) of the total operating budget, exclusive of the Capital Reinvestment Account defined in Section III-3 and capital outlays for new equipment or facilities.
4. Within one (1) year from the date of this contract, each City shall adopt and enforce industrial waste management ordinances controlling influent to the plant, and shall enforce effluent standards that comply with existing state and federal regulations. In the event that the ordinance of one City permits existing sewer customers to continue to discharge waste containing a higher BOD content, then, and in that event, the City shall pay an additional sum to be determined by the Supervisory Committee. Both Cities shall require compliance with said ordinances from each of the districts which they serve.
5. The reactivated Englewood Wastewater Treatment Plant will be operated as a component of the Bi-City Plant under the

direction of the Supervisory Committee, and operating costs for the Englewood WTP facilities will be apportioned to both Cities as stated in Section III of this Agreement. The Englewood WTP will remain under sole ownership of the City of Englewood, and therefore will not be a component in the Capital Reinvestment Account discussed in Section III of this Agreement.

6. Monthly reports relative to operation of the Bi-City Plant shall be required by the Supervisory Committee. The Bi-City Plant facilities and records shall be open for inspection and review of the parties;
7. Meetings of the Joint City Councils for the Cities of Littleton and Englewood shall be held at least once per year.
8. Each City covenants and agrees that it will generate sufficient revenues through sewer rates or other means to make the payments necessary under the terms of this contract.

#### SECTION II SUBSEQUENT PLANT ENLARGEMENT

1. At such time as either City is using eighty percent (80%) of its capacity in the Bi-City Plant, or is under contract with Districts or other entities, which lead it reasonably to conclude that it soon will be at or over the said eighty percent (80%) figure, it may request that the other City lease or sell a portion of the unused capacity of the Joint-Use Plant owned by said other City, or it may enlarge the Joint-Use Plant. Both Cities shall retain the right to participate in any expansion projects for the Joint-Use Plant, whether or not they initiated the expansion request and planning efforts.
2. The cost of any enlargement, if required, by one City pursuant to the terms of Section II, paragraph 1, shall be borne by the City requiring the plant enlargement, and the additional capacity shall be owned by said City.
3. In the event both Cities require additional plant capacity, they shall share in the cost and eventual ownership of the increased capacity based upon the amount of the additional capacity required by each.

SECTION III FINANCING

1. Allocation of annual charges and determination of rates for operation of the Bi-City Plant shall be determined in the following manner:
  - 1.1 The total annual charges for the operation and maintenance (hereinafter referred to as O&M) for each year shall be based on actual costs and use as related to volume of sewage contributed by each City. Costs will be apportioned according to fixed and variable costs listed in Appendix I
  - 1.2 Each City shall pay O&M costs no later than the 10th day of each month by apportioning one-twelfth of the total annual costs budgeted for plant operations and maintenance in accordance with the cost formula shown in Appendix I, using the average flows from both Cities for the 10-month period immediately preceding calculation.
  - 1.3 O&M costs shall be adjusted twice each year, on May 1st and November 1st, to account for actual operating costs. The final year-end cost adjustment shall be based on actual flows and actual costs (including outstanding accounts payable) for that year.
  - 1.4 Each City will accrue interest on advance payments for O&M costs in proportion to relative contribution. The final year-end cost adjustment will account for interests earned by both Cities.
2. In the event capital repairs are necessary requiring expenditures of funds above those which the Joint-Use Plant has at its disposal, they shall be paid one-half by each City; but if in the future, through plant enlargement, one City actually owns more of the plant, they shall be based on the then existing ratio of ownership.

3. A Capital Reinvestment Account shall be initiated in fiscal year 1983 with the intent of setting aside funds on an annual basis for covering depreciation costs for capital assets of Joint-Use WWT (the reactivated Eaglewood Wastewater Treatment Plant is explicitly not considered in the Capital Reinvestment Account). The Capital Reinvestment Account shall be managed as follows:

3.1 The Capital Reinvestment Account will be held in two separate accounts (one each city) defined specifically for this purpose, to be invested and managed independently by each city. Annual reports on the Capital Reinvestment Accounts will be submitted to the Supervisory Committee for review.

3.2 The distribution of funds to the Capital Reinvestment Account will be allocated on an annual basis through budget approval of the City Councils of both Cities. Total annual contribution to the Capital Reinvestment Account shall be deposited quarterly in four equal disbursements, each disbursement made in advance by the 10th day of the first month of each quarter.

3.3 The total annual contribution to the Capital Reinvestment Account shall be approved by majority vote of both City Councils by December 1st of each year. Each City shall contribute to the account in proportion to relative ownership in the Joint-Use Plant.

3.4 The intent of the Capital Reinvestment Account is to set aside funds in proportion to the total annual depreciation as adjusted for inflation and present worth of jointly-owned facilities. To assist the budgeting process, inflation and present worth shall be computed annually using the EPA Construction Cost Index for Large City Advanced Treatment (LCAT) in the Denver Area. The date of reference for the initial facilities shall be the fourth quarter of 1977 (EPA CCI=123). Subsequent additions

shall be referenced to the quarterly index of start-up of new facilities. Accounting and depreciation of capital assets shall be according to Appendix II. The estimated annual depreciation shall be prepared by July 31st of each year for the upcoming year, and this information will be made available to both Cities as a guide for budgeting purposes. The actual contribution shall be determined through budget approval by both City Councils as defined in Section III-3.2 of this Agreement.

3.5 Funds from the Capital Reinvestment Account shall be used for replacement or refurbishing of existing facilities or equipment at the Joint-Use Plant only. In this regard, funds can be used for replacing existing facilities or equipment with alternative technology, provided the intended function of the new facilities is the same as for the facilities replaced. Explicitly, this account is not intended for plant expansion, operating and maintenance expenses, replacing facilities at the Englewood WTP or engineering fees. Any use of this account must be approved by the Supervisory Committee, and expenditures must be over \$2,000 for each activity.

#### SECTION IV. SERVICE AREA

1. It is a basic concept of logical development of sewer treatment facilities that collection systems serve drainage basins which flow naturally by gravity. Except where existing contracts with Districts, or other entities, present legal impediments which cannot be overcome by negotiation and amendment, it is agreed that each City shall serve those drainage basins which flow naturally to the collection facilities of the said City. Appendix III, a map of the drainage basins, sewer service districts, and service areas of the two Cities, is attached to and made a part of this Agreement. If an area desiring service is in the drainage basin of one City, but that City refuses service, then the second

City may serve it upon approval by the first City "Refusal to serve" shall mean that upon written application, the City involved shall expressly deny service to the applicant; implied refusal shall mean that upon written application, the City involved does not respond in writing within sixty (60) days from the date of application; conditional approval of service shall not be construed as a refusal of service. There shall be no expansion of service by one City across or into basins which naturally drain to the collection facilities of the other City, except as hereinabove provided.

**SECTION V. MISCELLANEOUS**

1. This contract shall exist in perpetuity, unless terminated by mutual agreement or operation of law. Upon termination of this Agreement, assets shall be divided between the Cities in such manner as they may agree upon, but in the absence of such agreement, then by appraisal with a Member of the Appraisal Institute (MAI) being designated by the Cities, or in the absence of an agreement on the identity of the MAI, by an MAI appraiser designated by the presiding judge of the Eighteenth Judicial District of the State of Colorado.
2. In order to provide for proper management of the joint facility, it is understood and agreed that direct taps to the treatment plant, or to the interceptor line shall be in a minimum size of eight (8) inches.
3. Littleton shall reserve for Englewood's use reserve capacity of one million gallons per day average flow in the sixty-six (66) inch interceptor line which conveys Littleton's sewage to the Bi-City Plant.

Done and signed as of the day and year first above written

CITY OF LITTLETON

[Redacted Signature]

President of City Council

ATTEST

[Redacted Signature]

City Clerk

CITY OF ENGLEWOOD

[Redacted Signature]

By  
Mayor

ATTEST

[Redacted Signature]

City Clerk

Approved as to form

[Redacted Signature]

Rick Dewitt, City Attorney City of Englewood

[Redacted Signature]

Larry Berkovits, City Attorney City of Littleton

APPENDIX I

SCHEDULE OF OPERATIONS AND MAINTENANCE COST ALLOCATION FACTORS

ITEM	COST ALLOCATION FACTOR
1. Personnel Salaries	V
2. Administration Expenses	F
3. Laboratory	F
4. Rentals	V
5. Chemicals	V
6. Utilities	V
7. Vehicles	V
8. Maintenance/Materials	V
9. Sludge Disposal	V
10. Training	V
11. Professional Services	F
12. Contingency	V

\* V - denotes variable costs apportioned according to relative flow contribution, based on average flows for the 10 - month period immediately preceding calculation.

F - denotes fixed costs apportioned according to relative ownership.

APPENDIX II

CAPITAL ACCOUNTING CATEGORIES AND DEPRECIATION SCHEDULE

PROCESS AREA	SUB-CATEGORIES	ESTIMATED LIFE YEARS
1. Headworks	A. Building Materials and Construction	50
2. Primary Clarifiers	B. Moisture Protection	25
3. Primary Sludge Pump Station	C. Doors, Windows & Glass	15
4. Oxygen Basin and Generator	D. Finishes	5
5. Final Clarifier	E. Equipment	15-30
6. Chlorination	F. Conveying System	10
7. Anaerobic Digesters	G. HVAC & Plumbing	10-30
8. Engine Generators	H. Process Piping	50
9. Solids Handling	I. Electrical	40
10. Administration	J. Engineering Services	30
11. Yard Piping and Electrical Distribution		
12. Sitework		
13. Tunnels		
14. Instrumentation and Controls		
15. Maintenance Shop		
16. Vehicles		

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY MANAGERS OF LITTLETON AND ENGLEWOOD, COLORADO  
FOR JOINT-USE WASTEWATER TREATMENT FACILITIES

WHEREAS, on the 6th day of December, 1982, the Cities of Littleton and Englewood entered into an agreement of ownership and operation of the Bi-City Wastewater Treatment Plant; and,

WHEREAS, Section III-3 of said Agreement defines a program for maintaining Capital Reinvestment Account to set aside funds on an annual basis to cover depreciation costs of jointly-owned facilities; and,

WHEREAS, as defined in Section III-3.1 of said Agreement, the Capital Reinvestment Account will be held in two separate accounts (one each City); and,

WHEREAS, the assigned parties agree that it is in the best interest of both Cities to better define the mechanisms for managing the Capital Reinvestment Account defined in Section III-3 of said Agreement.

NOW THEREFORE, it is understood between the parties hereto that:

1. It is the intent that the Cities will invest their respective Capital Reinvestment Funds in portfolios of each City's choosing, with portfolios designed to maximize return on investment.
2. All interest earnings shall be retained (reinvested) in their respective accounts. Further, it is intended to maintain identical account balances at year end. Therefore, total assets (principal plus earnings) will be adjusted to equal levels at the beginning of each fiscal year, using the lower account level of the two Cities at year end as the beginning balance for subsequent year investments. The surplus (the City with the larger balance at year end) may be used as deemed appropriate by that City.

3. The parties hereto agree that funds in Capital Reinvestment Accounts shall be used solely for the purpose of replacing facilities at the Bi-City Wastewater Treatment Plant in accordance with procedures defined in the Agreement with greater specificity. In emergency situations, funds from the Capital Reinvestment Accounts may be used elsewhere if approved by the other City, and a program is developed for replacing the funds to original levels with associated interest earnings in a mutually agreed and reasonable time frame.
4. Annual financial reports on respective Capital Reinvestment Accounts shall be based on audited information.

In witness hereof, the parties hereto subscribe the same in duplicate this 23rd day of March, 1983.

CITY OF ENGLEWOOD

  
\_\_\_\_\_  
Andy McCown, City Manager

CITY OF LITTLETON

  
\_\_\_\_\_  
Gale Christy, City Manager

*As Authorized by City Council*

305

RECEIVED

JUN 1 1984

DEPT. OF FINANCE  
ENGLEWOOD

FIRST AMENDMENT TO  
AGREEMENT BETWEEN THE CITIES OF  
LITTLETON AND ENGLEWOOD, COLORADO,  
FOR JOINT WASTEWATER TREATMENT FACILITIES

AGREEMENT made this 24 day of May, 1984 by and  
between the CITY OF LITTLETON, COLORADO, hereinafter referred to as  
"Littleton", and the CITY OF ENGLEWOOD, COLORADO, hereinafter  
referred to as "Englewood."

WHEREAS, on the 6th day of December, 1982, Littleton and  
Englewood (hereinafter collectively referred to as the "Cities")  
entered into an agreement of ownership and operation of the Bi-City  
Wastewater Treatment Plant; and

WHEREAS, the Cities, by previous agreement, are joint owners  
of the Joint-Use Wastewater Treatment Plant, each owning and  
entitled to fifty percent (50%) of its operating capacity of  
approximately 20 million gallons per day (MGD) with Littleton  
entitled to approximately 10 MGD and Englewood being entitled to  
approximately 10 MGD; and

WHEREAS, Englewood is the sole owner of the Englewood Waste-  
water Treatment Plant, including all related facilities and  
associated property; and

WHEREAS, in the future the property owned by Englewood and  
used for purposes of the Englewood Wastewater Treatment Plant will  
be necessary to accommodate planned expansions of the Joint-Use  
Wastewater Treatment Plant; and

WHEREAS, the Cities desire to formally provide for utiliza-  
tion of the property associated with the Englewood Wastewater  
Treatment Plant for future use as an expansion site for the Joint  
Use Wastewater Treatment Plant; and

WHEREAS, Englewood, upon the completion of certain modifica-  
tions to the Englewood Wastewater Treatment Plant will realize a  
significant increase in treatment capacity beyond that which it  
presently needs; and

WHEREAS, Littleton has determined that it needs additional  
treatment capacity in the Joint-Use Wastewater Treatment Plant in  
order to serve its needs and those of parties which it has con-  
tracted with for wastewater treatment; and

WHEREAS, Englewood desires to lease additional capacity to  
Littleton;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter recited, the parties agree:

1. Englewood shall and hereby does lease to Littleton treatment capacity in the facilities commonly known as the Joint-Use Wastewater Treatment Plant equivalent to one-eighth (1/8) of the treatment capacity of the Englewood Wastewater Treatment Plant, based upon the present capacity of said plant and including any increases in capacity of said plant which may occur from the 1983/84 expansion (expansion from 5 MGD to between 8 and 10 MGD total), and further agrees that the property associated with the Englewood Wastewater Treatment Plant and described on Exhibit A attached hereto and incorporated herein by this reference, shall be available to Littleton in conjunction with Englewood, for use as an expansion site for the Joint Use Wastewater Treatment Plant, and that the right for said use, including the right to establish improvements of a permanent nature on said property, shall not require any further payment by Littleton to Englewood.

2. In any future expansion of the Englewood Wastewater Treatment Plant, Littleton shall have the right to pay for and receive one-eighth (1/8) of said expansion or such other increased amount in excess of the one-eighth (1/8) as the parties may agree.

3. The lease of capacity to Littleton as described in Paragraph 1 above shall commence at such time as the current expansion of the Englewood Wastewater Treatment Plant is completed and said plant, including said expansion, is on line and operating. The lease shall terminate at such time as the Englewood Wastewater Treatment Plant is shut down due to the need to expand the Joint-Use Wastewater Treatment Plant facilities onto land presently occupied by the Englewood Wastewater Treatment Plant.

4. In consideration of the lease of capacity and for the right to use the property described in Exhibit A, all as described in Paragraph 1 above, Littleton shall pay Englewood sums described in A and B below according to the terms therein stated:

A. The sum of Five Hundred Seventy-eight Thousand Dollars (\$578,000), which is one-half (1/2) of the current appraised value of the property described in Exhibit A. Said amount shall be paid within thirty (30) days of the date the construction contract for the expansion of the Englewood Wastewater Treatment Plant is executed by Englewood.

B. A sum equal to one-third (1/3) of the cost of the expansion of the Englewood Wastewater Treatment Plant, including all design, inspection and construction costs associated with said expansion. Said sum shall be paid to Englewood in such periodic amounts as necessary based on progress billings as Englewood shall incur, with Littleton payment an amount equal to one-third (1/3) of each such progress payment within thirty (30) days of receipt of a request for such payment from Englewood.

5. The real property described in Exhibit A is necessary for present use and future expansion of the Joint-Use Wastewater Treatment Plant, and it is the intent of this agreement that the property will always be used for wastewater treatment purposes for the benefit of both cities.

6. This agreement shall be considered as an addition to the agreement between the Cities dated December 6, 1982, regarding ownership and operation of the Joint-Use Wastewater Treatment Plant and, except as provided herein, said December 6, 1982 agreement shall remain in full force and effect.

7. This agreement shall be recorded in the real estate records of the County of Arapahoe, State of Colorado, upon execution of both parties.

ATTEST:

  
~~ex officio City Clerk-Treasurer~~  
*Deputy*

CITY OF ENGLEWOOD, COLORADO

By   
Eugene L. Otis, Mayor

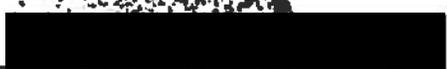
Approved as to Form:

  
City Attorney

CITY OF LITTLETON, COLORADO

By   


ATTEST:

  
Deputy City Clerk

Approved as to Form:

  
City Attorney

## EXHIBIT "A"

That part of the East 1/2 of the NE 1/4 of Section 33, Township 4 South, Range 68 West of the 6th P.M., County of Arapahoe, State of Colorado, more particularly described as follows:

BEGINNING at the NW corner of the SW 1/4 NE 1/4 NE 1/4 of Section 33; thence South 0 degrees 07' East, 987.20 feet along the West line of the E 1/2 NE 1/4; thence South 89 degrees 53'37" East, 622.84 feet along the South line of the N 1/2 N 1/2 SE 1/4 NE 1/4; thence North 0 degrees 07' West, 342.88 feet along a line parallel to and 25 feet East of the West boundary of a tract of land described in Book 1271 at page 138 of Arapahoe County Records to a point 15 feet North of the South line of the S 1/2 of the SW 1/4 NE 1/4 NE 1/4; thence South 89 degrees 53'37" East, 37.16 feet parallel to said South line to a point on the East line of said S 1/2; thence North 0 degrees 07' West, 314.02 feet along the East line to the NE corner of said S 1/2; thence North 89 degrees 52'02" West, 352.00 feet along North line of said S 1/2; thence North 0 degrees 07' West, 330.00 feet along a line parallel to and 308 feet from the West line of the E 1/2 of the NE 1/4; thence North 89 degrees 52'02" West, 308.00 feet to the Point of Beginning.

EXCEPT the following strip of land:

A strip 20 feet wide (N-S) and 266 feet long (E-W) in the Southwest corner of the S 1/2 SW 1/4 NE 1/4 NE 1/4 of said Section 33, as recorded in Book 974 at page 337 of Arapahoe County Records.

ORDINANCE NO. 17  
SERIES OF 1983

BY AUTHORITY

COUNCIL BILL NO. 13  
INTRODUCED BY COUNCIL  
MEMBER NEAL

AN ORDINANCE AUTHORIZING FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITIES OF LITTLETON AND ENGLEWOOD, COLORADO, FOR JOINT WASTEWATER TREATMENT FACILITIES TO JOINTLY OPERATE THE JOINT-USE WASTEWATER TREATMENT FACILITY.

WHEREAS, the City of Englewood and the City of Littleton are home rule cities operating under charters pursuant to Article XK of the Constitution of the State of Colorado; and

WHEREAS, the power to contract with each other is within the scope of the basic powers of both cities and within the specific provisions of C.R.S. 29-1-201 et seq.; and

WHEREAS, considerable planning and negotiations, involving the appropriate representatives of each city have resulted in a proposed contract to jointly operate the Joint-Use Wastewater Treatment Facility; and

WHEREAS, both parties have come to a mutual agreement which is titled "First Amendment to Agreement Between the Cities of Littleton and Englewood, Colorado, for Joint Wastewater Treatment Facilities;"

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

Section 1. That the City of Englewood shall contract with the City of Littleton, Colorado, according to the provisions of the written instrument captioned "First Amendment to Agreement Between the Cities of Littleton and Englewood, Colorado, for Joint Wastewater Treatment Facilities," which agreement is attached hereto, consisting of four (4) typewritten pages, and incorporated by reference.

Section 2. The Mayor of the City of Englewood is hereby authorized and directed to execute the instrument incorporated by reference in Section 1, and the ex officio City Clerk-Treasurer shall duly attest said execution.

Introduced, read in full, amended, and passed on first reading as amended on the 2nd day of April, 1984.

Published as a Bill for an Ordinance on the 4th day of April, 1984.

Read in full, amended and passed as amended on the 16th day of April, 1984.

Published in full as amended on the 25th day of April, 1984.

Read by title and passed on final reading on the 7th day of May, 1984.

Published by title as Ordinance No. 17, Series of 1984, on the 9th day of May, 1984.

  
Eugene L. Otis, Mayor

Attest:

  
ex officio City Clerk-Treasurer

I, Gary R. Higbee, ex officio City Clerk-Treasurer of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true, accurate and complete copy of the Ordinance passed on final reading and published by title as Ordinance No. 17, Series of 1984.

  
Gary R. Higbee

305

RECEIVED

JUN 1 1984

DEPT. OF FINANCE  
ENGLEWOOD

FIRST AMENDMENT TO  
AGREEMENT BETWEEN THE CITIES OF  
LITTLETON AND ENGLEWOOD, COLORADO,  
FOR JOINT WASTEWATER TREATMENT FACILITIES

AGREEMENT made this 7th day of November, 1984 by and  
between the CITY OF LITTLETON, COLORADO, hereinafter referred to as  
"Littleton", and the CITY OF ENGLEWOOD, COLORADO, hereinafter  
referred to as "Englewood."

WHEREAS, on the 6th day of December, 1982, Littleton and  
Englewood (hereinafter collectively referred to as the "Cities")  
entered into an agreement of ownership and operation of the Bi-City  
Wastewater Treatment Plant; and

WHEREAS, the Cities, by previous agreement, are joint owners  
of the Joint-Use Wastewater Treatment Plant, each owning and  
entitled to fifty percent (50%) of its operating capacity of  
approximately 20 million gallons per day (MGD) with Littleton  
entitled to approximately 10 MGD and Englewood being entitled to  
approximately 10 MGD; and

WHEREAS, Englewood is the sole owner of the Englewood Waste-  
water Treatment Plant, including all related facilities and  
associated property; and

WHEREAS, in the future the property owned by Englewood and  
used for purposes of the Englewood Wastewater Treatment Plant will  
be necessary to accommodate planned expansions of the Joint-Use  
Wastewater Treatment Plant; and

WHEREAS, the Cities desire to formally provide for utiliza-  
tion of the property associated with the Englewood Wastewater  
Treatment Plant for future use as an expansion site for the Joint  
Use Wastewater Treatment Plant; and

WHEREAS, Englewood, upon the completion of certain modifica-  
tions to the Englewood Wastewater Treatment Plant will realize a  
significant increase in treatment capacity beyond that which it  
presently needs; and

WHEREAS, Littleton has determined that it needs additional  
treatment capacity in the Joint-Use Wastewater Treatment Plant in  
order to serve its needs and those of parties which it has con-  
tracted with for wastewater treatment; and

WHEREAS, Englewood desires to lease additional capacity to  
Littleton;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter recited, the parties agree:

1. Englewood shall and hereby does lease to Littleton treatment capacity in the facilities commonly known as the Joint-Use Wastewater Treatment Plant equivalent to one-eighth (1/8) of the treatment capacity of the Englewood Wastewater Treatment Plant, based upon the present capacity of said plant and including any increases in capacity of said plant which may occur from the 1983/84 expansion (expansion from 5 MGD to between 8 and 10 MGD total), and further agrees that the property associated with the Englewood Wastewater Treatment Plant and described on Exhibit A attached hereto and incorporated herein by this reference, shall be available to Littleton in conjunction with Englewood, for use as an expansion site for the Joint Use Wastewater Treatment Plant, and that the right for said use, including the right to establish improvements of a permanent nature on said property, shall not require any further payment by Littleton to Englewood.

2. In any future expansion of the Englewood Wastewater Treatment Plant, Littleton shall have the right to pay for and receive one-eighth (1/8) of said expansion or such other increased amount in excess of the one-eighth (1/8) as the parties may agree.

3. The lease of capacity to Littleton as described in Paragraph 1 above shall commence at such time as the current expansion of the Englewood Wastewater Treatment Plant is completed and said plant, including said expansion, is on line and operating. The lease shall terminate at such time as the Englewood Wastewater Treatment Plant is shut down due to the need to expand the Joint-Use Wastewater Treatment Plant facilities onto land presently occupied by the Englewood Wastewater Treatment Plant.

4. In consideration of the lease of capacity and for the right to use the property described in Exhibit A, all as described in Paragraph 1 above, Littleton shall pay Englewood sums described in A and B below according to the terms therein stated:

A. The sum of Five Hundred Seventy-eight Thousand Dollars (\$578,000), which is one-half (1/2) of the current appraised value of the property described in Exhibit A. Said amount shall be paid within thirty (30) days of the date the construction contract for the expansion of the Englewood Wastewater Treatment Plant is executed by Englewood.

B. A sum equal to one-third (1/3) of the cost of the expansion of the Englewood Wastewater Treatment Plant, including all design, inspection and construction costs associated with said expansion. Said sum shall be paid to Englewood in such periodic amounts as necessary based on progress billings as Englewood shall incur, with Littleton payment an amount equal to one-third (1/3) of each such progress payment within thirty (30) days of receipt of a request for such payment from Englewood.

5. The real property described in Exhibit A is necessary for present use and future expansion of the Joint-Use Wastewater Treatment Plant, and it is the intent of this agreement that the property will always be used for wastewater treatment purposes for the benefit of both cities.

6. This agreement shall be considered as an addition to the agreement between the Cities dated December 6, 1982, regarding ownership and operation of the Joint-Use Wastewater Treatment Plant and, except as provided herein, said December 6, 1982 agreement shall remain in full force and effect.

7. This agreement shall be recorded in the real estate records of the County of Arapahoe, State of Colorado, upon execution of both parties.

ATTEST:

  
\_\_\_\_\_  
ex officio City Clerk-Treasurer  
*Deputy*

CITY OF ENGLEWOOD, COLORADO

By   
Eugene L. Otis, Mayor

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

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

CITY OF LITTLETON, COLORADO

By   
\_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

## EXHIBIT "A"

That part of the East 1/2 of the NE 1/4 of Section 33, Township 4 South, Range 68 West of the 6th P.M., County of Arapahoe, State of Colorado, more particularly described as follows:

BEGINNING at the NW corner of the SW 1/4 NE 1/4 NE 1/4 of Section 33; thence South 0 degrees 07' East, 987.20 feet along the West line of the E 1/2 NE 1/4; thence South 89 degrees 53'37" East, 622.84 feet along the South line of the N 1/2 N 1/2 SE 1/4 NE 1/4; thence North 0 degrees 07' West, 342.88 feet along a line parallel to and 25 feet East of the West boundary of a tract of land described in Book 1271 at page 138 of Arapahoe County Records to a point 15 feet North of the South line of the S 1/2 of the SW 1/4 NE 1/4 NE 1/4; thence South 89 degrees 53'37" East, 37.16 feet parallel to said South line to a point on the East line of said S 1/2; thence North 0 degrees 07' West, 314.02 feet along the East line to the NE corner of said S 1/2; thence North 89 degrees 52'02" West, 352.00 feet along North line of said S 1/2; thence North 0 degrees 07' West, 330.00 feet along a line parallel to and 308 feet from the West line of the E 1/2 of the NE 1/4; thence North 89 degrees 52'02" West, 308.00 feet to the Point of Beginning.

EXCEPT the following strip of land:

A strip 20 feet wide (N-S) and 266 feet long (E-W) in the Southwest corner of the S 1/2 SW 1/4 NE 1/4 NE 1/4 of said Section 33, as recorded in Book 974 at page 337 of Arapahoe County Records.

LITTLETON/ENGLEWOOD WASTEWATER TREATMENT PLANT  
MEMORANDUM OF UNDERSTANDING  
PROCEDURE STATEMENT ON DETERMINATION  
OR EXPENDITURES FROM CAPITAL REINVESTMENT ACCOUNT

1. Funds from the Capital Reinvestment Account shall be used only for replacing or refurbishing of existing facilities or equipment at the Joint-Use Plant.
2. Capital Reinvestment Funds can be used for replacing existing facilities or equipment with alternative technology, provided the intended function of the new facility is the same as for the facilities replaced.
3. The Capital Reinvestment Account is not to be used for plant expansion, operating and maintenance expenses, replacing facilities at the Englewood Wastewater Treatment Plant (except as may be approved by the Supervisory Committee and City Councils for refurbishing new facilities added to the Englewood WTP since 1981), or engineering fees.
- ✓ 4. Use of the account must be approved by the Supervisory Committee.
5. Expenditures for each activity must be over \$5,000.
6. The following conditions must be met for an expenditure to be allocated from the Capital Reinvestment Account when used for refurbishing existing equipment or facilities:
  - a. The refurbishing activity must be determined necessary for maintaining reliable service from the subject equipment or facility.
  - b. The activity must refurbish the subject equipment or facility to "like-new" condition, extending the estimated useful life to 75% or more of its estimated useful life when new.

- c. The total cost of refurbishing must represent 40% or more of the replacement cost of the subject equipment or facility at the time of refurbishing.
  
- d. Labor costs for personnel who are employed by the City of Englewood or City of Littleton shall be used in determining the total refurbishing costs as set forth in Paragraph 6c above, but, capital reinvestment funds shall not be extended for labor costs for employees of either the City of Englewood or City of Littleton who perform such work in the normal course of business under the general O&M account. However, labor of city personnel will be reimbursable from the capital reinvestment account if the project represents special work not normally covered in general operations. In this case, the work and funding arrangement shall be reviewed and approved by the Supervisory Committee prior to conduct of the work and the work shall be bid competitively. Overhead costs shall be included in the computation of labor costs for city personnel.

7. The following example illustrates the general intent of the Capital Reinvestment Account.

- a. Roof repair. In the event that it is necessary to completely refurbish the roof on the administration building for a cost of \$7,000, the refurbishing costs would be compared to the cost of the roof only. Hence, if a new roof costs \$10,000 the refurbishing cost would represent 70% of the replacement cost. As such, this repair would qualify as a capital reinvestment expense. Note, the repair cost is compared to the replacement cost of the next largest integral component of the facility in question.
  
- b. Pump refurbishing. In the event that it is necessary to replace a motor on a progressive cavity pump unit, the motor replacement would be compared to the total cost of the pump. Hence if the motor replacement cost was \$3,000 in comparison to the pump cost of \$10,000, the motor would represent 30% of the total cost and would not be eligible.

- c. Paving. If the cities opted to replace the parking lot paving at the administration building, this item would naturally be considered as a capital reinvestment account. This type of work is not normally performed by city personnel, although both city forces could be used for this work to be reimbursed from the capital reinvestment account if so desired. Assuming for use of example, that the city overhead costs were computed to be 50% of base wages, then the city would be reimbursed out of the capital reinvestment account at a rate of 1.5 times base labor. This work would be bid competitively on this basis prior to approval and conduct with a city work force.
- d. Automobile Overhaul. The City of Englewood servicer normally provides maintenance service for wastewater treatment vehicles, and associated costs for materials and labor are billed to the Bi-City account through a rental rate that reflects historical costs for such services. If a major overhaul was necessary for refurbishing a vehicle covered under this program that required \$2,000 in labor and \$5,000 in materials for a \$12,000 vehicle, the repair would qualify as a capital reinvestment expense. However, the city's labor would not be reimbursed from the capital reinvestment account since associated labor is already accounted for in the historical maintenance rental costs.

In witness hereof, the parties hereto subscribe the same in duplicate this 23rd day of January, 1965

CITY OF ENGLEWOOD

CITY OF LITTLETON

  
Andy McCown Date  
City Manager

  
Gale Christy Date  
City Manager

ATTEST:  
  
1/23/65  
Date

ATTEST:  
  
1/23/65  
Date

## BY AUTHORITY

ORDINANCE NO. 30  
 SERIES OF 2004

COUNCIL BILL NO. 26  
 INTRODUCED BY COUNCIL  
 MEMBER BRADSHAW

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LITTLETON, COLORADO AND THE CITY OF ENGLEWOOD PERTAINING TO THE "SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITIES OF LITTLETON AND ENGLEWOOD, COLORADO, FOR JOINT WASTEWATER TREATMENT FACILITIES."

WHEREAS, the City of Englewood and the City of Littleton are joint owners of the Joint-Use Wastewater Treatment Plant, each owning and entitled to fifty percent (50%) of its operating capacity; and

WHEREAS, by agreements dated July 2, 1973 and December 6, 1982 (amended May 7, 1984), the City of Englewood agreed to sell a one-half interest in the Bi-City Treatment Plant; and

WHEREAS the Joint Use Agreement anticipated acquisition of property to accommodate planned expansions of the Joint-Use Wastewater Treatment Plant; and

WHEREAS, the City of Englewood has agreed to transfer to the City of Littleton a one-half interest in and to said real property pursuant to said agreements; and

WHEREAS, the actual ownership of the real estate and existing or future improvements on the site, shall be in tenancy in common between the Cities; and

WHEREAS, Englewood shall be repaid for fifty percent (50%) of all acquisition costs, including appraisals and condemnation costs; and

WHEREAS, the Cities desire to formally provide for utilization of the property associated with the Englewood Wastewater Treatment Plant for future use as an expansion site for the Joint Use Wastewater Treatment Plant; and

WHEREAS, the Cities desire to clarify current uses as well as anticipated uses due to the recent acquisition of the Herbertson Lease by the City of Englewood;

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the Intergovernmental Agreement entitled "Second Amendment To Agreement Between The Cities Of Littleton and Englewood, Colorado, For Joint Wastewater Treatment Facilities" between the City of Littleton and the City of Englewood, a copy of which is marked as "Attachment 1" and attached hereto.

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest said Intergovernmental Agreement on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 7th day of June, 2004.

Published as a Bill for an Ordinance on the 11th day of June, 2004.

Read by title and passed on final reading on the 21st day of June, 2004.

Published by title as Ordinance No. 30 Series of 2004, on the 25th day of June, 2004.



Douglas Garrett, 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. 30, Series of 2004.



Loucrishia A. Ellis

CITY OF LITTLETON, COLORADO

Resolution No. \_\_\_\_

Series of 2004

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING A SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITIES OF LITTLETON AND ENGLEWOOD, COLORADO FOR JOINT WASTEWATER TREATMENT FACILITIES.**

WHEREAS, in 2003 the City of Englewood, on behalf of itself and the Littleton/Englewood Bi-City Wastewater Treatment Plant ("Bi-City") purchased the 17.9 acre Herbertson Property, a portion of which is currently used by the Littleton Englewood Bi-City Wastewater Treatment Plant all as depicted on the attached Second Amendment To Agreement Between The Cities Of Littleton And Englewood, Colorado For Joint Wastewater Treatment Facilities; and

WHEREAS, Bi-City, through the City Councils of Littleton and Englewood agreed to purchase approximately 9.16 acres of the Herbertson Property for current and future use by Bi-City as depicted on Exhibit A attached hereto; and

WHEREAS, Littleton has agreed to reimburse the City of Englewood in the amount of \$462,639.30 in exchange for a one-half (½) undivided interest in the 9.16 acres of the Herbertson Property acquired for the use Bi-City; and

WHEREAS, Littleton and Englewood desire to enter into a Second Amendment To The Agreement Between The Cities Of Littleton And Englewood, Colorado, For Joint Wastewater Treatment Facilities to describe and explain the acquisition of the Herbertson Property and the division thereof between the City of Englewood and Bi-City.

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

The Second Amendment To The Agreement Between The Cities Of Littleton And Englewood, Colorado For Joint Wastewater Treatment Facilities is hereby approved and the Council President is authorized to affix his signature thereto.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 1st day of June, 2004 at 7:00 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

[Redacted Signature]

City Clerk

[Redacted Signature]

President of City Council

APPROVED AS TO FORM:

[Redacted Signature]

City Attorney

SECOND AMENDMENT TO  
AGREEMENT BETWEEN THE CITIES  
OF LITTLETON AND ENGLEWOOD, COLORADO,  
FOR JOINT WASTEWATER TREATMENT FACILITIES

AGREEMENT made this 11<sup>th</sup> day of June, 2004 by and between the CITY OF LITTLETON, COLORADO, hereinafter referred to as "Littleton", and the CITY OF ENGLEWOOD, COLORADO, hereinafter referred to as "Englewood".

WHEREAS, Section 18(2)(a) and (b) of Article XIV of the Colorado Constitution and Section 29-1-201, C.R.S., permit and encourage governments to enter into contracts to make the most effective use of their resources for the benefit of the public; and

WHEREAS, Section 29-1-203, C.R.S., authorizes the State of Colorado and its political subdivisions to enter into contracts to provide functions or services, including the sharing of costs of such functions or services, which each of the contracting parties may be authorized to provide; and

WHEREAS, on the 6<sup>th</sup> day of December, 1982, Littleton and Englewood (hereinafter collectively referred to as the "Cities") entered into an agreement of ownership and operation of the Bi-City Wastewater Treatment Plant; and

WHEREAS, the basic concept of this Agreement is that neither City shall be a customer of the other, but rather a joint facility shall be constructed and operated with construction costs, costs of additions, and costs of operation and maintenance being divided between them in a fair and equitable manner as set forth hereinafter with greater specificity; and

WHEREAS, the Cities, by previous agreement, are joint owners of the Joint-Use Wastewater Treatment Plant, each owning and entitled to fifty percent (50%) of its operating capacity of approximately 20 million gallons per day (MGD) with Littleton entitled to approximately 10 MGD and Englewood being entitled to approximately 10 MGD; and

WHEREAS, the Joint Use Agreement anticipated acquisition of property to accommodate planned expansions of the Joint-Use Wastewater Treatment Plant; and

WHEREAS, by agreements dated July 2, 1973 and December 6, 1982 (amended May 7, 1984), the City of Englewood agreed to sell a one-half interest in the Bi-City Treatment Plant; and

WHEREAS, the City of Englewood has agreed to transfer to the City of Littleton a one-half interest in and to said real property pursuant to said agreements; and

WHEREAS, the actual ownership of the real estate and improvements on the site, or that are in the future constructed thereon, shall be in tenancy in common between the Cities; and

WHEREAS, land to be acquired shall be purchased at a price agreed upon and concurred in by the two Cities; and

WHEREAS, in the event Englewood cannot acquire the property by purchase and negotiation, Englewood shall proceed with condemnation of the properties, and the two Cities shall cooperate with each other in such action; and

WHEREAS, Englewood shall be repaid for fifty percent (50%) of all acquisition costs, including appraisals and condemnation; and

WHEREAS, the Cities desire to formally provide for utilization of the property associated with the Englewood Wastewater Treatment Plant for future use as an expansion site for the Joint Use Wastewater Treatment Plant; and

WHEREAS, the Cities desire to clarify current uses as well as anticipated uses due to the recent acquisition of the Herbertson Lease by the City of Englewood; and

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter recited, the parties agree:

**Section 1.** The current ownership of the property used by the Bi-City Wastewater Treatment Plant is as follows:

Property held jointly by Littleton/Englewood:

Exhibit A

Property held solely by the City of Englewood:

Exhibit A

**Section 2.** Current uses on the property held by the Bi-City Wastewater Treatment Plant are shown on Exhibit B:

**Section 3.** After the purchase of the Herbertson property by the City of Englewood and the reimbursement of \$462,639.30 by the City of Littleton ownership of the Bi-City Treatment facility property will be as follows:

Property held solely by the City of Englewood:

Exhibit C

Property held jointly by Littleton/Englewood:

Exhibit C

Section 4. Future uses on the property held by the Bi-City Wastewater Treatment Plant are shown on Exhibit D.

CITY OF ENGLEWOOD, COLORADO

ATTEST:

[Redacted signature area]

By:

[Redacted signature area]

Douglas Garrett, Mayor

Loucrishia A. Ellis, City Clerk

CITY OF LITTLETON, COLORADO

ATTEST:

[Redacted signature area]

By:

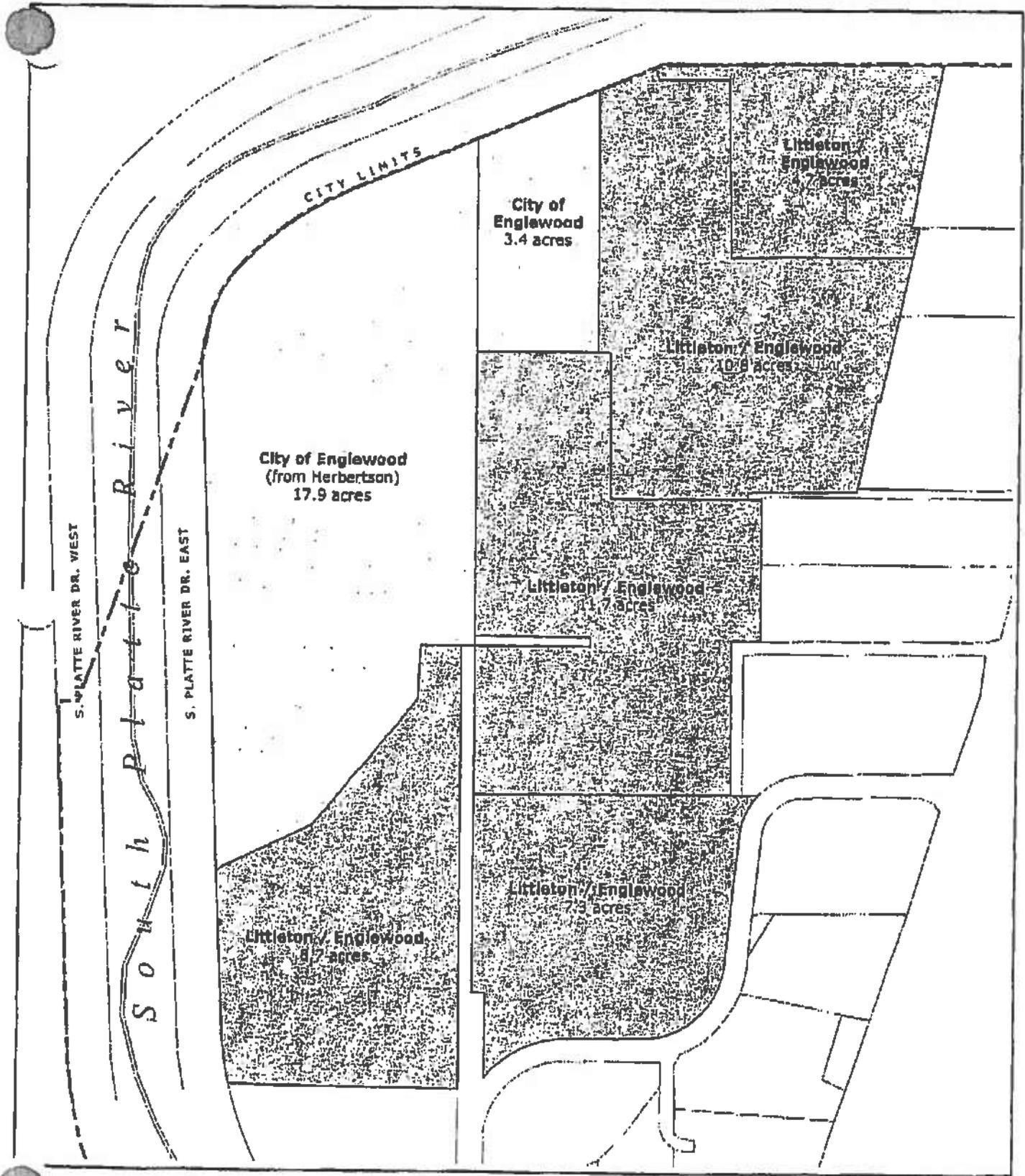
[Redacted signature area]

, Mayor

, City Clerk

APPROVED AS TO FORM
[Redacted signature]
By _____
CITY ATTORNEY
5-21-2004
DATE

### JOINT WASTEWATER TREATMENT FACILITY Exhibit A - Current Ownerships

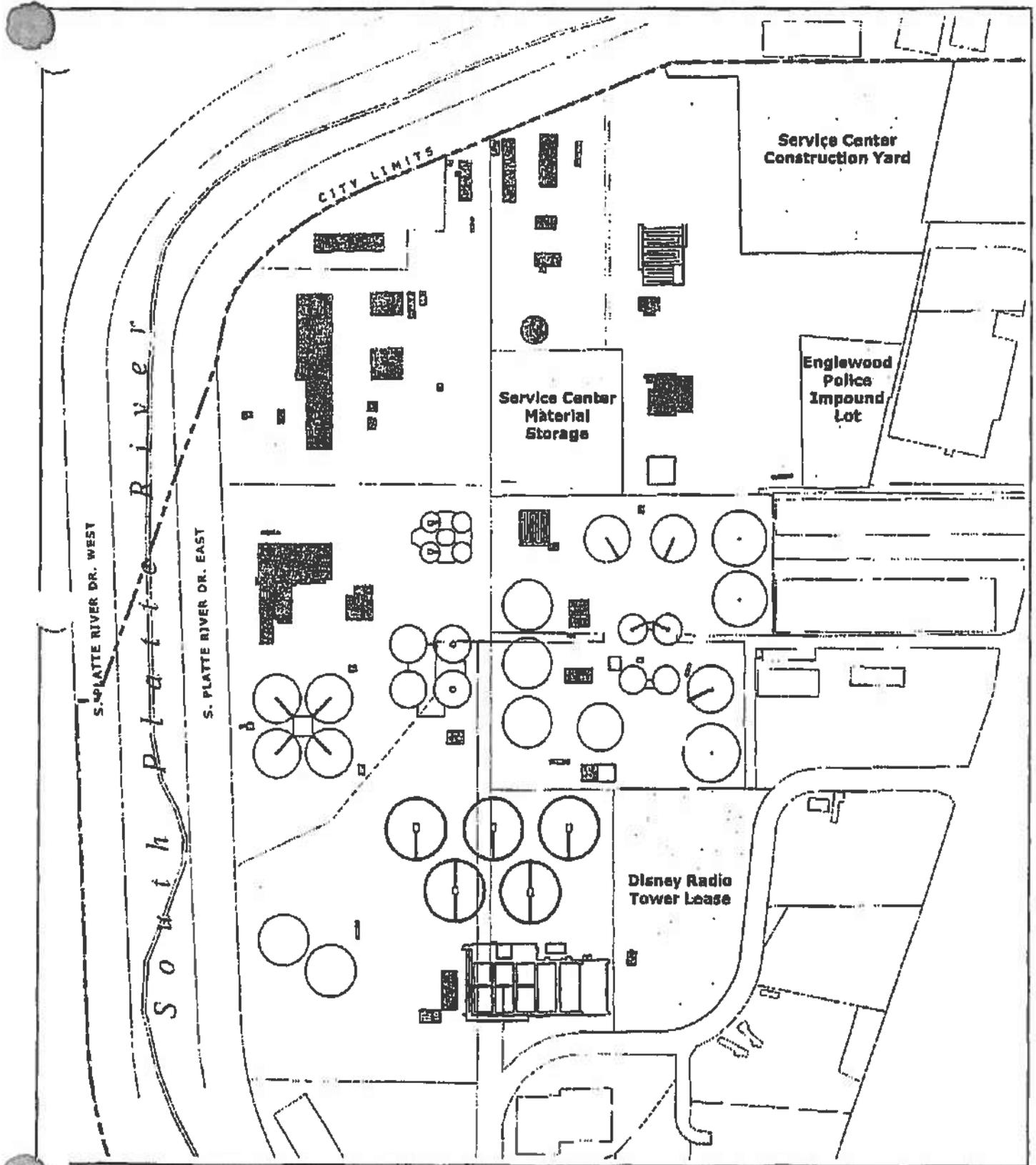


SCALE: 1 Inch = 300 feet  
REVISED: DECEMBER 17, 2003



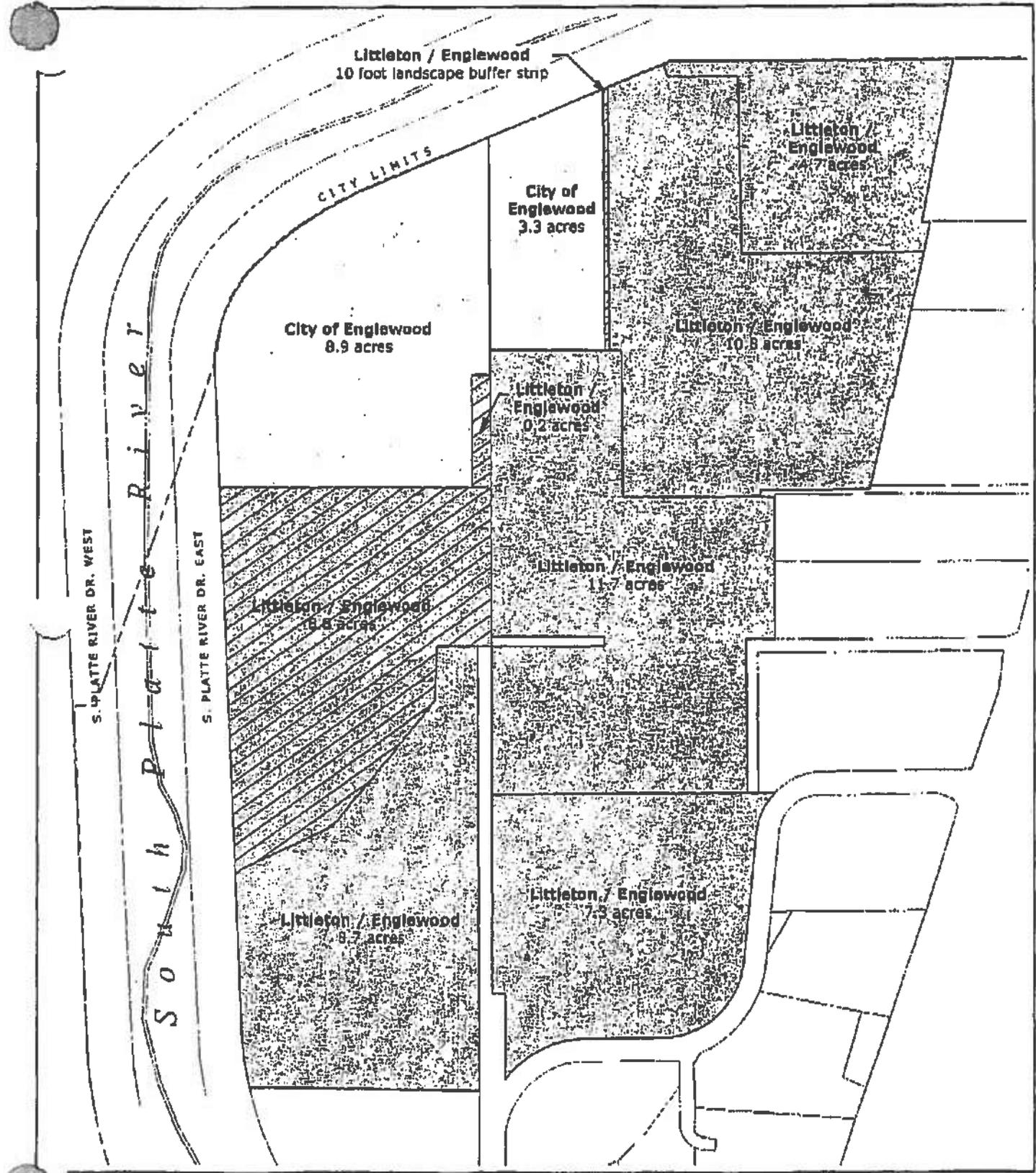
Property held jointly by Littleton / Englewood  
Property held solely by the City of Englewood

JOINT WASTEWATER TREATMENT FACILITY  
Exhibit B - Current Use



SCALE: 1 Inch = 300 feet  
REVISED: DECEMBER 17, 2003

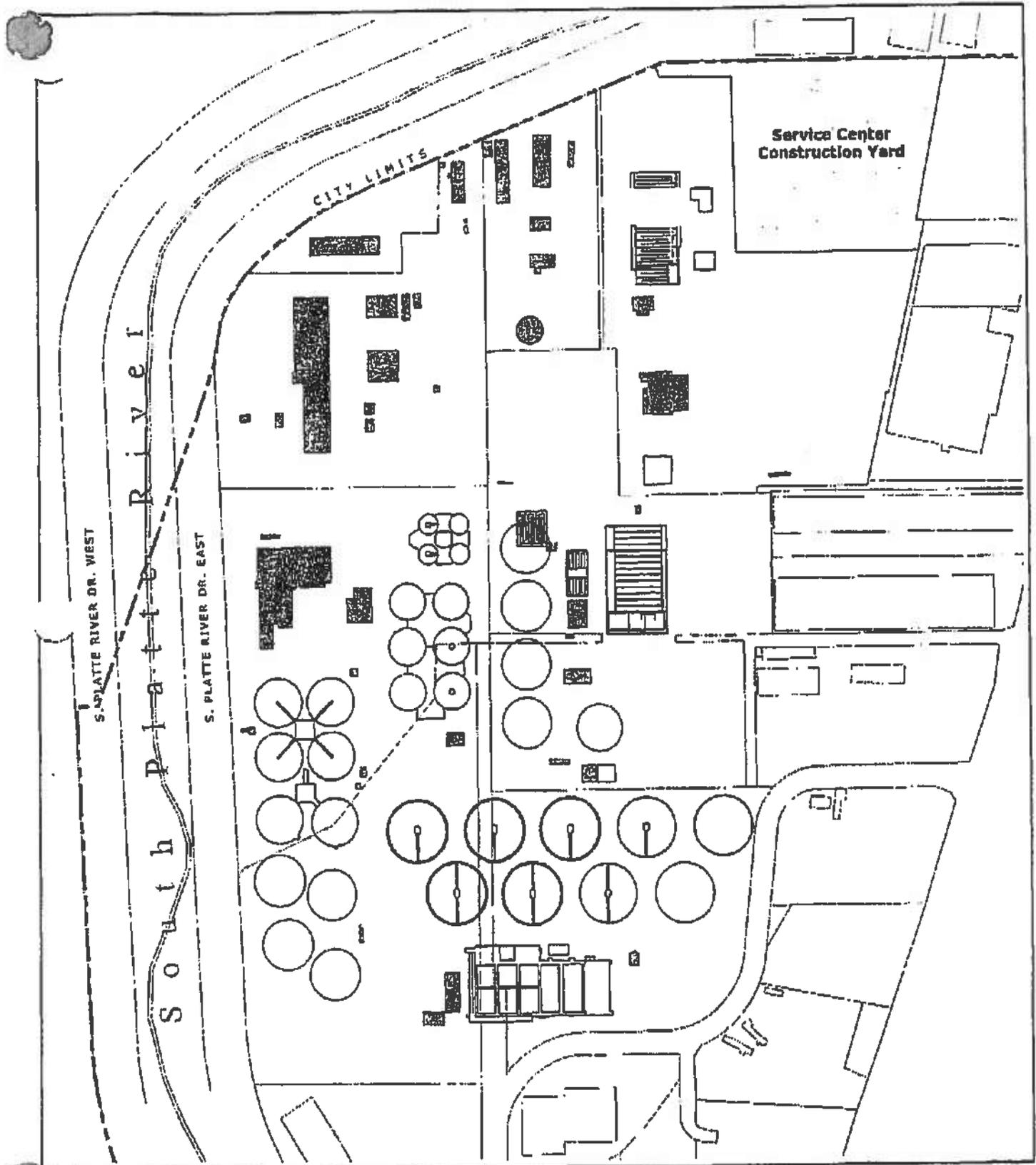
### JOINT WASTEWATER TREATMENT FACILITY Exhibit C - Ownerships after transfer to Littleton



SCALE: 1 inch = 300 feet  
 REVISED: DECEMBER 17, 2003

-  Property held jointly by Littleton / Englewood
-  Property held jointly by Littleton / Englewood (2004 Agreement)
-  Property held solely by the City of Englewood

JOINT WASTEWATER TREATMENT FACILITY  
Exhibit D - Future Use



SCALE: 1 inch = 300 feet  
REVISED: DECEMBER 17, 2003

ORDINANCE NO. 46  
SERIES OF 2004

BY AUTHORITY

COUNCIL BILL NO. 47  
INTRODUCED BY COUNCIL  
MEMBER BRADSHAW

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LITTLETON, COLORADO, AND THE CITY OF ENGLEWOOD, COLORADO, PERTAINING TO THE "THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITIES OF LITTLETON AND ENGLEWOOD COLORADO, FOR JOINT WASTEWATER TREATMENT FACILITIES."**

WHEREAS, the City of Englewood and the City of Littleton are joint owners of the Joint-Use Wastewater Treatment Plant, each owning and entitled to fifty percent (50%) of its operating capacity; and

WHEREAS, by agreements dated July 2, 1973 and December 6, 1982 (amended May 7, 1984), the City of Englewood agreed to sell a one-half interest in the Bi-City Treatment Plant; and

WHEREAS, the Joint Use Agreement anticipated application for grants and other types of funds available to the facility for the benefit of both the City of Englewood and the City of Littleton; and

WHEREAS, the Cities desire to clarify the use of such grant money and the participation of the Cities in the process, including matching funds and other application requirements.

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

Section 1. The City Council of the City of Englewood, Colorado, hereby authorizes the Intergovernmental Agreement entitled "Third Amendment to Agreement Between The Cities Of Littleton And Englewood, Colorado, For Joint Wastewater Treatment Facilities" between the City of Littleton and the City of Englewood, a copy of which is marked as "Exhibit A" and attached hereto.

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest said Intergovernmental Agreement on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 19<sup>th</sup> day of July, 2004.

Published as a Bill for an Ordinance on the 23<sup>rd</sup> day of July, 2004.

Read by title and passed on final reading on the 2nd day of August, 2004.

**THIRD AMENDMENT TO AGREEMENT BETWEEN  
THE CITIES OF LITTLETON AND ENGLEWOOD, COLORADO,  
FOR JOINT-USE WASTEWATER TREATMENT FACILITIES**

AGREEMENT made this 2nd day of August, 2004, by and between the CITY COUNCIL of the CITY OF LITTLETON, COLORADO ("Littleton"), acting as the governing body of the CITY OF LITTLETON, COLORADO SEWER UTILITY ENTERPRISE (the "Littleton Enterprise"), and the CITY COUNCIL of the CITY OF ENGLEWOOD, COLORADO ("Englewood"), acting as the governing body of the ENGLEWOOD SEWER UTILITY ENTERPRISE, (the "Englewood Enterprise").

WHEREAS, on the 6<sup>th</sup> day of December, 1982, Littleton and Englewood (hereinafter collectively referred to as the "Cities") entered into an agreement (the Agreement) for ownership and operation of the Joint-Use and Bi-City Wastewater Treatment Plant; and

WHEREAS, on the 7<sup>th</sup> day of May, 1984, the Cities executed a First Amendment to the Agreement; and

WHEREAS, on the 21st day of June, 2004, the Cities executed a Second Amendment to the Agreement; and

WHEREAS, the Littleton Enterprise and the Englewood Enterprise (collectively referred to as the "Enterprises") were created as provided for by Article X, Section 20 of the Colorado Constitution in order to own, operate and manage their respective sewer systems and to own, operate and manage the Bi-City Wastewater Treatment plant.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter recited, the parties agree:

1. The Cities by and through their respective Enterprises, agree to apply for and accept federal government grants that may be available to fund eligible capital and/or operation and maintenance (O&M) expenses. Any grant funds received shall be apportioned to each city sewer fund account in the same proportion already established in the Agreement for either capital or O&M charges, based upon the purpose of the grant. Any expenses, including additional legal and permit fees, required to obtain said grants shall be paid for in the same proportion already established in the Agreement related to the allocation of capital or O&M expenses, based upon the purpose of the grant.
2. Such grants may require certain grant conditions to be met, including but not limited to, expenditure of local matching sewer funds. It will be the obligation of each City or its Enterprise to comply in good faith with all grant conditions, including but not limited to, expenditure of the required local matching funds.
3. This agreement shall be considered as an addition to the agreement between the

Cities dated December 6, 1982, regarding ownership and operation of the Joint-Use Wastewater Treatment Plant and, except as provided herein, said December 6, 1982 agreement, together with the First and Second Amendments thereto, shall remain in full force and effect.

4. This agreement shall be recorded in the real estate records of the County of Arapahoe, State of Colorado, upon execution by both parties.

ATTEST:

[Redacted signature]

City Clerk, Loucrishia A. Ellis

CITY OF ENGLEWOOD, acting by and through its ENGLEWOOD SEWER UTILITY ENTERPRISE

By [Redacted signature]

Mayor, Douglas Garrett

ATTEST:

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

Approved as to Form:

\_\_\_\_\_  
City Attorney

CITY OF LITTLETON, acting by and through its CITY OF LITTLETON COLORADO SEWER UTILITY ENTERPRISE

By \_\_\_\_\_  
Mayor

3. This agreement shall be considered as an addition to the agreement between the Cities dated December 6, 1982, regarding ownership and operation of the Joint-Use Wastewater Treatment Plant and, except as provided herein, said December 6, 1982 agreement, together with the First and Second Amendments thereto, shall remain in full force and effect.
4. This agreement shall be recorded in the real estate records of the County of Arapahoe, State of Colorado, upon execution by both parties.

ATTEST:

CITY OF ENGLEWOOD, acting by and through its ENGLEWOOD SEWER UTILITY ENTERPRISE

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

By \_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

ATTEST:

CITY OF LITTLETON, acting by and through its CITY OF LITTLETON COLORADO SEWER UTILITY ENTERPRISE

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

By \_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

3. This agreement shall be considered as an addition to the agreement between the Cities dated December 6, 1982, regarding ownership and operation of the Joint-Use Wastewater Treatment Plant and, except as provided herein, said December 6, 1982 agreement, together with the First and Second Amendments thereto, shall remain in full force and effect.
4. This agreement shall be recorded in the real estate records of the County of Arapahoe, State of Colorado, upon execution by both parties.

ATTEST:

CITY OF ENGLEWOOD, acting by and  
through its ENGLEWOOD SEWER  
UTILITY ENTERPRISE

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

By \_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

ATTEST:

CITY OF LITTLETON, acting by and  
through its CITY OF LITTLETON  
COLORADO SEWER UTILITY  
ENTERPRISE

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

By \_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CITY OF LITTLETON, COLORADO SEWER UTILITY ENTERPRISE**

**Resolution No. 2004-1**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, ACTING AS THE GOVERNING BODY OF THE CITY OF LITTLETON, COLORADO SEWER UTILITY ENTERPRISE APPROVING A THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITIES OF LITTLETON AND ENGLEWOOD, COLORADO FOR JOINT WASTEWATER TREATMENT FACILITIES.**

**WHEREAS**, the Cities of Littleton and Englewood were notified in 2004, that they would be awarded a \$1,000,000 State and Tribal Assistance Grant (STAG) from the U.S. Environmental Protection Agency to be used to fund a portion of the upcoming Phase II expansion project at the Littleton/Englewood Wastewater Treatment Plant. The Cities have also applied to receive a Federal STAG Grant in 2005; and

**WHEREAS**, the Agreement Between The Cities Of Littleton And Englewood, Colorado For Joint Wastewater Treatment Facilities does not address how grants will be apportioned between the Cities when received nor does it address how expenses to obtain grants are apportioned and charged to each city; and

**WHEREAS**, the City of Littleton, acting as the governing body of the City of Littleton, Colorado Sewer Utility Enterprise and the City Council of the City of Englewood, Colorado, acting as the governing body of the Englewood Sewer Utility Enterprise, desire to amend the Agreement between the Cities of Littleton and Englewood, Colorado, for Joint Wastewater Treatment Facilities to define how federal grants and expenses related thereto shall be apportioned between the Cities when received by entering into a Third Amendment to the Agreement Between The Cities Of Littleton And Englewood, Colorado For Joint Wastewater Treatment Facilities.

**NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO**, acting as the governing body of the City of Littleton Sewer Utility Enterprise:

The Third Amendment To The Agreement Between The Cities Of Littleton And Englewood, Colorado For Joint Wastewater Treatment Facilities is hereby approved and the Council President is authorized to affix his signature thereto.

**INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 20th day of July, 2004, at 7:00 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

[Redacted Signature]

City Clerk

[Redacted Signature]

President of City Council

APPROVED AS TO FORM:

[Redacted Signature]

City Attorney

CITY OF ENGLEWOOD

STANDARD CONTRACT/AGREEMENT COVER SHEET

CONTRACT DATE 6/1/2015 IDENTIFICATION NO. 42-2015

Number to be assigned  
by City Clerk Division

Title or Purpose: Fire and EMS Services

Contractor's Name  
or other parties to  
Agreement: City and County of Denver

Responsible Department: City Manager's Office

Contact Person: Eric Keck

Authorizing Resolution/Ordinance: \_\_\_\_\_

Previously reviewed by City Attorney staff: Yes X No \_\_\_\_\_

Related Contracts/Conveyances: \_\_\_\_\_

Type of Agreement/Contract:

Intergovernmental Agreement

Professional Services

Maintenance Agreement

Construction Agreement

Contractual Services

Lease

Easement

Encroachment

Other \_\_\_\_\_

RECORDING INFORMATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ORIGINAL \_\_\_\_\_  
COPY \_\_\_\_\_

THIS CONTRACT/AGREEMENT TERMINATES \_\_\_\_\_

=====

**INTERGOVERNMENTAL AGREEMENT TO  
PROVIDE FIRE PROTECTION**

**THIS INTERGOVERNMENTAL AGREEMENT** (“**Agreement**”) is made and entered, effective as of June 1, 2015 (“**Effective Date**”), by and between the **CITY OF ENGLEWOOD**, a Colorado home rule municipality located in Arapahoe County, Colorado (“**Englewood**”) and the **CITY AND COUNTY OF DENVER**, a Colorado home rule municipality (“**Denver**”), either of which may be referred to in this Agreement as a “**Party**” and both may be referred to in this Agreement as “**Parties**”.

**RECITALS:**

**WHEREAS**, Englewood and Denver currently maintain and equip high quality fire departments, providing comprehensive fire suppression, fire prevention, review and inspection services, emergency medical services, emergency hazardous substances response services and other services incidental to the protection of person and property in their respective communities; and

**WHEREAS**, Englewood is bordered by Denver, and the fire departments for Englewood and Denver have a recent history of working in close harmony on matters of mutual concern, such as through the Mutual Aid Agreement providing for extraterritorial fire suppression aid; and

**WHEREAS**, Englewood and Denver could enjoy greater efficiencies and economies of scale, while preserving the high level of fire service each Party currently provides its citizens, if Denver assumed primary responsibility for provision of fire suppression and certain other fire-related services in Englewood, as set forth in this Agreement; and

**WHEREAS**, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, are specifically authorized by Section 29-1-203, C.R.S., and charters for the respective entities; and

**WHEREAS**, Englewood and Denver, through their respective City Councils and other officials, have determined that it is in the best interest of the public that each entity serves to enter into this Agreement by which Denver will provide fire suppression and certain other fire-related services in Englewood, subject to the terms, conditions and consideration set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing recitals, and the mutual promises and covenants contained in this Agreement, Englewood and Denver agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to set forth the responsibilities of Englewood and Denver with respect to the provision of fire suppression services and other fire-related services, including emergency medical services, as expressly provided for in this Agreement (collectively, the “**Fire Services**”), by the Denver Fire Department (“**Denver Fire**”) within the jurisdictional boundaries of the City of Englewood. Beyond the specified Fire Services, this Agreement describes, among other things, the Parties’ obligations with respect to E-911 communications, personnel, property, fire stations lease, and payment. This Agreement is not intended to establish, and does not establish, a separate governmental entity for the performance of any function. By entering this Agreement, Denver does not assume, and shall not be responsible for, any financial or other liabilities that may currently exist as of the Effective Date of this Agreement, whether known or unknown, with respect to Englewood’s Fire Department.

2. **TERM & TERMINATION:**

A. Term: This Agreement shall commence on the 1<sup>st</sup> day of June, 2015 (the “**Effective Date**”), and continue thereafter until the 31<sup>st</sup> day of December, 2035, unless earlier terminated as provided herein. The term of the Lease of the Fire Station Facilities, as provided in paragraph 10 below, shall be coterminous with the term of the Agreement. These two terms shall be jointly referred to in this Agreement as the “**Term**”.

B. Termination: In the event that a Party defaults or breaches, on its part, in the performance or fulfillment of one or more material term(s), promise(s), or condition(s) of this Agreement (“**Default**”) and shall fail to cure such Default within ninety (90) days following delivery of written notice from the other Party, in accordance with the notice paragraph of this Agreement, specifying the Default and the date on which the right to terminate the Agreement may be exercised if such Default is not cured within the ninety (90) day cure period. If the Default is not cured within ninety (90) days or some other resolution is not reached prior to the termination date stated in notice or a consensus for any extension date is not reached, as either the resolution or the extension date are mutually agreed to to by the Englewood City Manager and the Denver Fire Chief in a signed writing, then this Agreement shall terminate in accordance with the terms and conditions of this Agreement. If the Default is a failure of Englewood to

appropriate or make available funds or make a payment as prescribed in paragraph 11 below, the cure period shall be thirty (30) days from the date of written notice from Denver, unless the Denver Fire Chief agrees in writing to extend the deadline.

3. **FIRE SUPPRESSION:** Englewood and Denver agree that Denver will provide fire suppression services within the jurisdictional boundaries of the City of Englewood during the Term of this Agreement. The level of fire suppression service will be equivalent to that provided to Denver residents (“**Denver Service Level**”) and shall be substantially consistent with the “**Chief’s Action Plan,**” attached hereto and incorporated herein as **Exhibit A-1** and the “**Travel Response Standard,**” subject to the assumptions and variables set forth therein, attached hereto and incorporated herein as **Exhibit A-2**. In accordance with Denver’s collective bargaining agreement, Denver will staff each fire vehicle with four (4) firefighters at the Fire Station Facilities identified in paragraph 10 below. The Chief’s Action Plan may be amended from time to time, in the sole discretion of the Denver Fire Chief, so long as the Denver Service Level is maintained. A copy of any amended Chief’s Action Plan will be sent to the Englewood City Manager in accordance with the notice paragraph of this Agreement.

4. **FIRE PREVENTION:**

4.1 Fire Prevention Services: Englewood reserves and will remain responsible for fire prevention services within the jurisdictional boundaries of the City of Englewood, including without limitation the enforcement of Englewood’s Building and Fire Codes, periodic fire safety inspections, and issuance of building permits and certificates of occupancy. Recognizing the importance of Denver Fire being acquainted with structures in Englewood as well as fire prevention measures that would protect the lives of Denver firefighters, Englewood, through its Fire Marshal, agrees to cooperate and coordinate with Denver Fire with respect to fire prevention activities, and Denver Fire will be notified and afforded the opportunity to participate in fire prevention activities, as described in **Exhibit B** attached hereto and incorporated herein.

4.2 Applicable Codes: Englewood and Denver agree that the international fire and building codes for Englewood and Denver should be compatible. Englewood agrees within one (1) year of the Effective Date of this Agreement to adopt the 2015 International Building and Fire Codes and to adopt any subsequent versions of the building and fire codes within six (6) months of Denver’s adoption of said subsequent versions of said codes. Englewood agrees not to

adopt any laws or amendments to said codes that conflict with or are materially inconsistent with the applicable uniform building and fire codes without obtaining the prior, written approval of the Denver Fire Chief (which approval will not be unreasonably withheld). Denver has adopted amendments to the 2015 International Fire Code which will not be effective in Englewood unless the same or similar amendments are enacted by Englewood. Englewood shall provide Denver with copies of the adoption ordinances, if and when so enacted, in accordance with the notice paragraph of this Agreement.

4.3 Standpipe Valve Threading: Denver will provide and maintain, at its own expense, adapters on Denver's fire trucks for making threading connections to hydrants and building standpipes within Englewood.

5. **EMERGENCY MEDICAL SERVICES:** Denver shall arrange, by separate contract or by other means, for emergency medical services to be provided within the jurisdictional boundaries of Englewood, with Swedish Hospital being the primary hospital. The level of emergency medical services will be equivalent to that provided to Denver residents. During the Term of this Agreement, two ambulances with two paramedics for each ambulance will be based at the Fire Station Facilities identified in paragraph 10 below ("**Englewood-Based Emergency Medical Services**"). To the extent that additional emergency medical services are needed in Englewood beyond the Englewood-Based Medical Services, Denver shall arrange for that emergency medical service to be provided. If Denver should consider changing the provider(s) of the emergency medical services, Englewood will be consulted prior to any change.

6. **ENGLEWOOD POLICE DEPARTMENT:**

6.1 Arson and Fire Investigations: During the Term of this Agreement, Denver shall perform all "cause and origin" fire investigations in Englewood, consistent with its investigative practices and procedures within the City and County of Denver. Denver Fire will work in conjunction with the Englewood Police Department ("**Englewood Police**") on all fire and arson investigations which involve or result from the commission of a criminal act in Englewood. Englewood Police will assist Denver Fire in the conduct of such investigations; will be responsible for all criminal processes resulting from Denver Fire investigations with the District Attorney for Arapahoe County and the 18<sup>th</sup> Judicial District; and will coordinate such Denver Fire investigations, to the extent appropriate, with the Department of Human Services and the juvenile court system.

6.2 Other Support: Subject to available resources and personnel and consistent with the policies and practices of Denver Fire, Denver Fire will coordinate with Englewood Police to provide the following assistance:

- Traffic control at accidents scenes to which Denver Fire has been dispatched;
- Use of a ladder truck to provide roof access and aerial crime scene photographs;
- Ambulance service to perform blood draws at an Englewood Police station; and
- Establishment of a protocol in regard to Active Shooter scenarios.

6.3 Communications: Englewood Police and Denver Fire will cooperate in establishing a means of radio and other communication between the two departments.

7. **EMERGENCY NOTIFICATION AND DISPATCH SERVICES:** Englewood will provide for dispatch services for all emergency 9-1-1 (“E-911”) calls. E-911 calls for fire and emergency medical-related matters will be immediately transferred to Denver’s 911 Emergency Communication Center by Englewood’s Dispatch through a “Tandem Transfer” of the Automatic Number Identification and Automatic Location Identification (“ANI/ALI”) received by Englewood’s Dispatch. Englewood will operate through its E-911 Authority Board’s Master Street Address Guide administrator to ensure that the correct agencies will be referenced on the ANI/ALI display. Englewood, in conjunction with its E-911 service providers, will make any changes to its communication system necessary to expedite the transfer of E-911 information to Denver Fire dispatchers, thereby minimizing any delay to its citizens. Englewood Class 1 properties shall be monitored by licensed central station agencies that are licensed by Denver Fire and comply with all required code criteria.

8. **ENGLEWOOD FIRE PERSONNEL:**

8.1 Lateral Appointment: Englewood Fire Department (“**Englewood Fire**”) personnel (other than the Englewood Fire Marshal), who (i) obtain a Certificate of Good Standing from the Englewood City Manager, and (ii) accept offers tendered by Denver’s Executive Director of Safety in accordance with the Denver City Charter and the terms of this Agreement, shall become personnel of Denver Fire and shall operate under the direction and control of Denver Fire. Such personnel shall receive lateral appointment to Denver Fire at their current rank, but not higher than the rank of Firefighter 1<sup>st</sup> Grade, and will be paid at the applicable base salary and benefits as defined by the Denver Firefighter Union Local 858 collective bargaining agreement. By “current rank,” it is meant that rank within Denver Fire most

closely matching the personnel's current salary with Englewood Fire, but in no case higher than the rank of Firefighter 1<sup>st</sup> Grade. Any personnel whose rank is set at Firefighter 4<sup>th</sup> Grade will have to complete three (3) months of assigned time in operations before they will be considered as having graduated from the Fire Academy. All lateral appointments are subject to a nine (9) month probationary period. Following lateral appointment and satisfactory completion of the probationary period, laterally appointed personnel shall only be eligible to test for promotion after forty-eight (48) months of service at Denver Fire, and after meeting all requirements applicable to each candidate for the promotional process in question. For purposes of seniority within Denver Fire, the date of lateral appointment to Denver Fire will be determinative. As among Englewood Fire personnel who become Denver firefighters pursuant hereto, the date of appointment to the Englewood Fire shall be determinative.

8.2 Limitations: This Agreement is not intended to, and shall not be construed to, alter or amend any collective bargaining agreement now in effect. In addition, Denver shall have no responsibility or financial liability for and will not administer any differential pay or severance obligations Englewood may have for Englewood Fire personnel and shall have no responsibility or financial liability for any obligations Englewood may have to said Englewood Fire personnel based on their service to and employment by Englewood, including but not limited to payouts, leave, benefits, overtime, compensatory time, disability, merit pay, bonuses, pensions and litigation claims.

9. **ROLLING STOCK; FURNITURE, FIXTURES & EQUIPMENT;**  
**APPARATUS:**

9.1 Rolling Stock: Englewood hereby grants and conveys to Denver all of its right, title and interest, free of any encumbrances, in the rolling stock currently owned by Englewood as listed below:

6353 2009 Chevrolet Cut Away CC4V042  
6354 2012 Dodge Ambulance  
6488 2000 American La France Pumper  
6493 2002 American La France Pumper  
6490 2001 American La France Squirt  
6494 2003 Freightliner M2106  
6499 2005 Freightliner M2 Hazmat  
6503 2008 Chevrolet Silverado 2500  
6504 2009 Bauer TCOM-25 Trailer/Compressor

The following rolling stock shall be retained, stored and properly maintained by Englewood until such time as the Lease-Purchase obligation for this rolling stock is paid off, but no later than April 29, 2016, whereupon Englewood shall grant and convey to Denver all of its right, title and interest, free of encumbrances, in the following rolling stock:

- 6501 2007 Crimson Pumper
- 6502 2007 Crimson Heavy Rescue Pumper

("Crimson Fire Vehicles"). The Crimson Fire Vehicles shall be delivered to Denver Fire on the date of conveyance.

9.2 Furniture, Fixtures & Equipment: Englewood hereby grants and conveys to Denver all of its right, title and interest, free of encumbrances, in the furniture, fixtures and equipment listed in **Exhibit C** attached hereto and incorporated herein by reference.

9.3 Conveyance & Ownership: Englewood shall deliver to the Denver Fire Chief within thirty (30) days following the Effective Date of this Agreement (except for the two Crimson Fire Vehicles listed above which will be delivered by April 29, 2016): (a) duly executed bill(s) of sale conveying unencumbered title to all rights in the above-listed rolling stock and the furniture, fixtures and equipment listed in **Exhibit C**; and (b) with respect to vehicles, duly endorsed certificates of title transferring unencumbered vehicular title to Denver. Any other Englewood rolling stock and furniture, fixtures and equipment not specifically listed above or in **Exhibit C** shall remain the property of and in the possession and control of Englewood and shall be removed from the Fire Station Facilities identified in paragraph 10 below unless the Denver Fire Chief agrees that they may remain for use by Denver Fire. All rolling stock and furniture, fixtures and equipment provided by or subsequently acquired by Denver for the purposes of performing Denver's obligations under this Agreement shall be and remain the property of and in the possession and control of Denver.

9.4 Apparatus: Denver Fire reserves the right to provide rolling stock and fire equipment different from those listed above and in **Exhibit C** at the Fire Station Facilities identified in paragraph 10 below. Initially, Denver Fire will establish 1 Engine Apparatus at the Jefferson Fire Station (555 West Jefferson Avenue) and 1 Quint Apparatus at the Acoma Fire Station (4830 South Acoma Street). During the Term of this Agreement, Denver Fire shall have the right to replace such Apparatus at the Fire Station Facilities so long as the Denver Service Level is maintained as provided in paragraph 3 above.

10. **FIRE STATION FACILITIES:**

10.1 Lease: Englewood shall lease to Denver during the Term of this Agreement the two existing fire stations located at 4830 South Acoma Street and 555 West Jefferson Avenue (jointly, the "**Lease**"). The Lease shall be applicable to the entirety of the facilities as such are depicted on **Exhibit D** attached hereto and incorporated herein (the "**Leased Premises**") and include driveways and dedicated parking lots on the site of the Leased Premises.

10.2 Consideration: This Lease shall be at no cost to Denver and is part of the consideration, in addition to the payments by Englewood specified in paragraph 11 below, for Denver's provision of Fire Services under this Agreement.

10.3 Uses: The uses of the Leased Premises by Denver shall be as fire stations and administrative offices for Denver Fire and for such other purposes appropriate for the performance of Fire Services under this Agreement.

10.4 Utilities: Englewood shall furnish or cause to be furnished water, sewer, electricity and gas (the "**Utilities**") sufficient to meet Denver's needs at the Leased Premises. Utilities for the Leased Premises will be billed to and paid by Englewood.

10.5 Repairs and Maintenance; Cleaning and Tenant Finish: Englewood shall be responsible for assuring that the Leased Premises are structurally sound and fully functional for the purposes and the performance of this Agreement, including the safe and comfortable use of the Leased Premises by Denver firefighters. Englewood shall make, when needed and as reasonably requested by Denver, and pay for 100% of all replacements, repairs, maintenance and other services for the structural, mechanical, plumbing, electrical and utility systems for the Leased Premises, as well as parking areas and sidewalks on the Leased Premises. Denver shall arrange and pay for cleaning and custodial services on the Leased Premises and any future internal tenant finish changes at the Leased Premises which Denver determines are needed for the operation and use of the Leased Premises by Denver Fire and which Englewood approves (which approval will not be unreasonably withheld).

10.6 Lawn Care & Snow Removal. Englewood shall provide Denver Fire with the equipment and tools so that Denver Fire can mow and trim the lawns in the immediate vicinity of the Leased Premises and can remove snow from the driveways and sidewalks serving the Leased Premises (but not the parking lots which Englewood will plow when needed).

10.7 Access & Security. Englewood and its authorized agents, employees, and

contractors may enter the Leased Premises at reasonable hours and following reasonable notice to inspect the Leased Premises and to provide such structural, mechanical, plumbing, electrical and utility systems services for the Leased Premises as specified in sub-paragraph 10.5; however, all work will be done as promptly as reasonably possible and so as to cause as little interference to Denver as reasonably possible. Notwithstanding the above, Englewood may enter the Leased Premises at any time in response to an emergency at the Leased Premises. Englewood is entitled to keys or pass cards with which to unlock all of the doors in the Leased Premises (excluding Denver's vaults, safes, and similar secured areas). During the time of entry by Englewood on the Leased Premises, Englewood shall be responsible for providing for the security of the Leased Premises and the personal property of Denver and its firefighters against unlawful entry by third parties and against unlawful activities by third parties on the Leased Premises.

10.8 Quiet Enjoyment. So long as the Lease remains in effect, Denver's possession and use of the Leased Premises will not be disturbed by Englewood or anyone claiming on behalf of or through Englewood except as expressly provided in this Lease.

10.9 Expiration or Termination: This Lease shall remain in effect only as long as the Agreement is in effect. Upon expiration or termination of the Agreement, as provided in this Agreement, Denver shall remove all equipment, rolling stock, and other personal property it owns within fifteen (15) days of said expiration or termination and shall vacate the Leased Premises.

10.10 Minor Modifications: Englewood, by and through its City Manager, and Denver, by and through its Fire Chief, may agree upon minor modifications to this Lease, and to reduce said modifications to signed writings, provided said modifications (i) are acceptable in form to each Party's city attorney, (ii) do not lengthen the Term, and (iii) impose no additional financial obligation or other liability upon either Party.

11. **PAYMENTS BY ENGLEWOOD**: During the Term of this Agreement, Englewood shall annually appropriate and make available funds sufficient to make payments to Denver as prescribed in this paragraph 11 and shall pay Denver each month, by the 10<sup>th</sup> day of the month, the monthly amounts based on their corresponding year, as specified in **Exhibit E** attached hereto and incorporated herein. The total amount to be paid each year of the Term of this Agreement shall increase by two percent (2%) for 2016 and annually thereafter by three percent (3%). If payment is not received by the tenth day of the month, interest shall accrue on

the unpaid portion at a rate of 12% per annum.

12. **JOINT ADVISORY BOARD/DISPUTE RESOLUTION:** The Parties shall establish a joint advisory board for the purpose of serving as an advisor and liaison to Englewood and Denver. The joint advisory board shall consist of four members. Two of the members shall be appointed by Englewood and two of the members shall be appointed by Denver. The joint advisory board shall create an environment that encourages cooperation between Englewood and Denver in providing fire services and shall provide input and recommendations on policies and procedures to Englewood and Denver. In addition, the members shall act as a liaison to their respective city administrations and governing bodies. The joint advisory board shall meet on such occasions as the Englewood City Manager and the Denver Fire Chief mutually agree. Neither Englewood nor Denver may initiate litigation regarding any dispute arising under this Agreement without first attempting to resolve the dispute by referring it to the joint advisory board.

13. **MUTUAL AID AGREEMENTS:** Denver and Englewood are both parties, along with a variety of municipalities and fire districts in and near the Denver Metropolitan area, to an Intergovernmental Agreement for Mutual Aid between Fire Departments executed by Denver on October 10, 2003 (Denver Contract Control # XC-2Y092) (“**Mutual Aid Agreement**”). Denver will continue to act in keeping with the Mutual Aid Agreement and any future amendment to the Mutual Aid Agreement or replacement mutual aid agreement executed by Denver.

14. **OTHER:**

14.1 **Public Relations:** Englewood Fire has a long tradition of servicing the community through various public relations activities. Denver Fire wishes to acknowledge and will participate in such traditions as Funfest, the 4<sup>th</sup> of July, filling the boot of MDA, the holiday parade, and similar activities.

14.2 **Fuel:** Denver Fire may purchase fuel at the Englewood Service Center for the cost of fuel (non-taxed) plus .25 cents per gallon. If Denver Fire uses said fuel, Englewood will invoice and bill Denver Fire for the purchased fuel.

14.3 **Coordination; Reports.** Coordination and administration of this Agreement shall be conducted by and between the Denver Fire Chief and the Englewood City Manager. Denver Fire shall provide the Englewood City Manager with quarterly written reports addressing

performance under this Agreement and agrees to be available to meet with the Englewood City Manager upon request.

15. **GENERAL PROVISIONS (Applicable to Agreement and Lease):**

15.1 Reasonable Efforts; Good Faith: The Parties agree to work diligently together and in good faith, using reasonable efforts to resolve any unforeseen issues and disputes and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this Agreement.

15.2 Fair Dealing: In all cases where the consent or approval of one Party is required before the other may act, or where the agreement or cooperation of the Parties is separately or mutually required as a legal or practical matter, then in that event the Parties agree that each will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement as the same are set forth herein, subject to the terms and conditions hereof; provided, however, that, except as expressly provided in this Agreement, nothing in this Agreement shall be construed as imposing on either Party any greater duty or obligation to the other Party or a third party other than that which already exists as a matter of Colorado law, including but not limited to any fiduciary duty or other responsibility greater than that of reasonable parties contracting at arm's length.

15.3 Financial Interests: Except for financial interests expressly authorized by both of the Parties in accordance with their respective city charters and laws, any financial interests created in, or used to secure financing and payment for the costs of, any work performed or improvements made under this Agreement, including but not limited to any bonds, certificates of participation, purchase agreements, and Uniform Commercial Code filings, shall expressly exclude from such debt or financial security contained in such financial instrument(s) any title, rights and interests held by the other Party in any property under this Agreement. The terms and conditions of this Agreement must be expressly recognized in any such financial instrument(s) created or entered by or on behalf of one Party, which must specifically acknowledge and affirm that any financial interests created by the financial instrument(s) are subordinate to this Agreement and may not encumber the other Party's title, rights and interests in property.

15.4 Appropriations: Notwithstanding any provision of this Agreement to the contrary, the rights and obligations under this Agreement are contingent upon all funds necessary

for work or expenditures contemplated under this Agreement being budgeted, appropriated and otherwise made available by Denver and Englewood. Nevertheless, failure by Englewood to appropriate or otherwise make available the funds necessary to perform its financial obligations under paragraph 11 of this Agreement may be grounds for termination of the Agreement as provided in sub-paragraph 2.B of this Agreement. The Parties acknowledge that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of Denver and Englewood, except to the extent that capital improvement funds that are lawfully appropriated can be lawfully carried over to subsequent years.

15.5 Non-waiver: No Party shall be excused from complying with any provision of this Agreement by the failure of the other Party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a Party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said Party.

15.6 Independence: Each Party to this Agreement shall be an independent entity, and no Party or such Party's agents, officers and employees shall be deemed to be an agent of the other Party.

15.7 Contracting or Subcontracting: Any work that is allowed to be contracted or subcontracted under this Agreement shall be subject, by the terms of the contract or subcontract, to every provision of this Agreement. Compliance with this provision shall be the responsibility of the Party who arranged the contract or authorized the subcontract. Except as otherwise expressly stated in this Agreement, no Party shall be liable or have a financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which the other Party contracts or has a contractual arrangement.

15.8 No Discrimination In Employment: In connection with the performance of this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Parties further agree to insert the foregoing provision in all approved contracts and subcontracts hereunder.

15.9 Conflict of Interest: Englewood agrees that no official, officer or employee of Denver shall have any personal or beneficial interest whatsoever in the services or property described herein, and Englewood further agrees not to hire or contract for services any

official, officer or employee of Denver or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

15.10 Law; Authority; Enforcement; and Claims:

A) **Applicable Law:** The Parties agree to comply with all Applicable Law in existence as of the Effective Date of this Agreement or as may be subsequently enacted or adopted and become applicable. The phrase "**Applicable Law**" shall mean all federal, state, and local laws applicable in the context of the specific matter addressed in this Agreement, including but not limited to: 1) the constitutions, laws, and rules and regulations of the United States of America and the State of Colorado; 2) the Denver City Charter, the Denver Revised Municipal Code ("**DRMC**"), Executive Orders, and applicable rules and regulations; 3) the Englewood City Charter, Englewood's municipal code, and applicable rules and regulations; 4) any court order, judgment, or decree or any appellate decision applicable to this Agreement; and 5) any federal, state, or local administrative decision or order applicable to this Agreement.

B) **Governing Law; Venue:** This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, the applicable provisions of the Denver City Charter and Revised Municipal Code of Denver, and the applicable provisions of the Englewood City Charter and municipal code. Venue for any legal action relating to this Agreement shall lie either in the District Court in and for Denver and County of Denver or the District Court for Arapahoe County, as the Party bringing the legal action may choose.

C) **Exercise of Authority:** Neither Denver nor Englewood shall enact or adopt any ordinance, resolution, rule, regulation, policy or standard which would directly and substantially interfere with or diminish the obligations and rights under this Agreement or result in effectively nullifying this Agreement, in whole or part. Nothing in this paragraph shall limit the powers and authority of Denver and Englewood in adopting any ordinance, resolution, rule, regulation, policy or standard of broad and general applicability or otherwise exercising its lawful regulatory or taxing powers and authority. To the extent that it is within its legislative or executive authority under its city charter, Englewood shall waive, or compensate Denver for, any Englewood taxes, assessments, fees, charges, or costs otherwise applicable to Denver's property, purchases, uses, or activities directly related to the performance of this Agreement.

D) Enforcement: The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages and recovery of unpaid payments, including interest, required under this Agreement (notwithstanding termination of the Agreement), as may be available according to the laws and statutes of the State of Colorado; provided, however, the Parties agree to and hereby release any claims for incidental, indirect, special, consequential, or punitive damages; provided, further, no provision of this Agreement nor the laws of one Party may be enforced by the creation or recording of any type of lien against real property owned by the other Party, nor may any foreclosure process be utilized to recover any moneys owed by one Party to the other Party. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to these terms and conditions contained in this Agreement, and that any failure to comply which results in any recoverable damages shall not cause, by itself, the termination of any rights or obligations under this Agreement.

E) Claims: In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this Agreement, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Party. The Parties shall cooperate in defending against the claim, demand, suit or action to the extent such common defense is consistent with each Party's rights and obligations under, and the terms and conditions of, this Agreement.

#### 15.11 Liability:

1) To the extent authorized by law and except as otherwise provided in this Agreement, Englewood shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any action or omission of Englewood or its officers, employees, and agents in connection with the subject matter of this Agreement.

2) To the extent authorized by law and except as otherwise provided in this Agreement, Denver shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees, incurred as a result of any act or omission by Denver, or its officers, employees, and agents in connection with the subject matter of this Agreement.

3) Each Party waives all claims and causes of action against the other Party for compensation, damages, personal injury or death which may result or occur as a consequence, direct or indirect, of the performance of this Agreement. Englewood and Denver are each responsible for their own negligence and that of their agents, officials and employees to the extent provided in the Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

4) Nothing in this paragraph 15.11 or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Parties may have under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, or to any other defenses, immunities, or limitations of liability available to Denver and Englewood against third parties by law.

5) No official, officer, director, agent, or employee of either Party shall be charged personally or held contractually liable to the other Party or its officials, officers, directors, agents, or employees under any term or condition of this Agreement or for any breach, default, or violation under this Agreement.

15.12 *Force Majeure*: Neither Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of *force majeure*, and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any *force majeure*. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting *force majeure* to the other Party. "*Force majeure*" shall mean causes beyond the reasonable control of a Party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities other than the Parties.

15.13 *Further Assurances*: From time to time, upon the request of a Party, the other Party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting Party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting Party, be necessary or desirable in order to effectuate, complete or perfect the rights of said Party under this Agreement, provided said requesting Party is currently in full compliance with the provisions of this Agreement and has tendered or offered to tender any reciprocal instruments, certificates and documents to which the other Party is entitled under the Agreement.

15.14 Examination of Records/Audit: During the term of this Agreement and for a period of at least three (3) years after the expiration or termination of this Agreement, any duly authorized representative of either Party, including the Denver Auditor or designee, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the other Party involving any matter related to this Agreement. Any Party shall be entitled to review and audit the performance of this Agreement at that Party's sole expense.

15.15 Notice: All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered personally or by overnight courier with written confirmation or sent by certified mail, return receipt requested, to the following:

To Englewood: City of Englewood  
1000 Englewood Parkway  
Englewood, Colorado 80110  
Attention: City Manager

Copy to: City Attorney  
City of Englewood  
1000 Englewood Parkway  
Englewood, Colorado 80110

To Denver: Mayor  
City and County of Denver  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

Copies to: Chief  
Denver Fire Department  
City and County of Denver  
745 West Colfax Avenue  
Denver, Colorado 80204

City Attorney  
City and County of Denver  
1437 Bannock Street, Room 353  
Denver, Colorado 80202

The persons or addresses set forth above may be changed at any time by written notice in the manner provided herein.

15.16 No Third Party Beneficiaries: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. Any person or entity other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15.17 Entire Agreement: This Agreement, including the exhibits which are hereby incorporated into this Agreement by reference, constitutes the entire agreement of the Parties. The Parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

15.18 Amendment: Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as this Agreement.

15.19 No Assignment: No Party shall assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this Agreement, without the prior written consent of the other Party.

15.20 Severability: If any term or provision of this Agreement is held by a court of law (following all legal rights of appeal or the expiration of time therefore) to be illegal or unenforceable or in conflict with any law of the State of Colorado or the United States or either Party's city charter or law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid; provided, however, if the invalidated term or provision was a critical or material consideration of either Party in entering this Agreement, the Parties shall work together, in good faith, to come up with an amendment to this Agreement that substantially satisfies the previously intended consideration while being in compliance with Applicable Law and the judgment of the court. This Agreement may be terminated, upon written notice of the adversely affected Party, if the Parties are unable to agree to an amendment to this Agreement that substantially resolves the judicially invalidated critical or material consideration.

15.21 Headings for Convenience: Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

15.22 Authority: Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The person(s) executing this Agreement on behalf of each Party warrants that he/she/they have full authorization to execute this Agreement. A Party shall have the right, in its discretion, to either temporarily suspend or permanently terminate the Agreement if there is any valid dispute as to the legal authority of the other Party or the person signing this Agreement on behalf of the other Party to enter into this Agreement.

15.23 Execution of Agreement: This Agreement shall not become effective or binding until it has been approved by the governing bodies of each Party and fully executed by all required signatories of each Party.

15.24 Electronic Signatures and Electronic Records: Englewood consents to the use of electronic signatures by Denver. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Contract Control Number: FIRES-201521807-00

Contractor Name: City of Englewood

By: 

Name: RANDY P. PENN  
(please print)

Title: MAYOR  
(please print)



Address: [if required] 

Name: LOUCRISHIA A. ELLIS  
(please print)

Title: CITY CLERK  
(please print)



**Contract Control Number:** FIRES-201521807-00

**Contractor Name:** City of Englewood

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

D. Scott Martinez, Attorney for the  
City and County of Denver

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**EXHIBIT A-1 (3 Pages)**  
**DENVER FIRE DEPARTMENT**  
**STANDARD OPERATING GUIDELINE**

<b>Topic No:</b>	<b>2102.02</b>
<b>Date:</b>	<b>08-16-13</b>
<b>Approved:</b>	<b>CD</b>
<b>Review Date:</b>	<b>08-16-14</b>
<b>Replaces:</b>	<b>Same, dated 04-17-13 (High-Rise changes as outlined in OPS-023-2013)</b>

**Section:** OPERATIONS: DIVISION RESOURCE MGMT.  
**Topic:** Response Matrix

Problem	Engine	5-Inch Hose	Truck	Tower	Heavy Truck	Chief	Rescue	HAMER	RIT	BLS	Special Teams
10 to Assist Police			1			1					
9 to Assist Police			1			1					
911 Hang Up	1										
A Automobile	1										
A Automobile – No Injury	1										
A Bicycle	1										
A Bicycle Only										1	
A Building - Investigation	1		1			1					
A Building (Collapse)	1		1			1		1			Confined Space
A Bus or Lt. Rail	1		1		1	1	1	1			
A Highway	1		1			1					
A Motorcycle	1										
A Motorcycle Only	1										
A Parties Trapped	1		1		1	1					
A Pedestrian	1										
A Rollover	1		1		1	1					
A Unknown Injury	1										
Aircraft Crash	3		2			2	1	1	1		
Alarm Bells Ringing	1		1			1					
Arson Investigation	1										
Automatic Mutual Aid	1					1					
Bomb Threat	1		1			1					
Box Alarm - DFD	1		1			1					
Burnt Food - Investigation	1		1			1					
Burnt Food – With Smoke Carbon Monoxide (1 Unit with CO capable meter)	2		2			2	1		1		
Collapse	1		1			1		1			Confined Space
Community Services	1		1								
Confined Space Rescue	1		1			1					Confined Space
DIA – Amber Alert	1		1			1					ARFF
DIA – Train Incident	1		1			1					
Drowning (Near) / Diving										1	
E CO Poisoning	1		1			1		1			

**EXHIBIT A-1 (3 Pages)**  
**DENVER FIRE DEPARTMENT**  
**STANDARD OPERATING GUIDELINE**

<b>Topic No:</b>	<b>2102.02</b>
<b>Date:</b>	<b>08-16-13</b>
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<b>Replaces:</b>	<b>Same, dated 04-17-13 (High-Rise changes as outlined in OPS-023-2013)</b>

**Section:** OPERATIONS: DIVISION RESOURCE MGMT.  
**Topic:** Response Matrix

Problem	Engine	5-Inch Hose	Truck	Tower	Heavy Truck	Chief	Rescue	HAMER	RIT	BLS	Special Teams
E Jumper	1		1			1					High Angle
E Lift Assist			1								
E Medical Alarm			1								
Electrical Short - Investigation	1		1			1					
Electrical Short - With Smoke	2		2			2	1		1		
Elevator Rescue	1		1			1					
Elevator Rescue - High Rise (75' or More)	1		1			1	1				
EMS										1	
Explosion - Investigation	1										
Explosion (Confirmed)	2		2			2			1		Confined Space
F Apartments (3 or More Stories)	3		2			2	1	1	1		
F Automobile	1										
F Bus, Motor home, Semi Truck	1		1			1					
F Dumpster	1										
F High Rise	4		2			3	1	1	1		
F Hospital	3		2			2	1	1	1		
F Illegal Burn	1										
F Nursing Home	3		2			2	1	1	1		
F Rail Vehicle (Train)	3		2			2	1	1	1		
F Reported Out	1		1			1					
F School	3		2			2	1	1	1		
F Structure	3		2			2	1		1		
F Structure - DIA	2		2			2	1		1		
F Structure - DIA / Large	3		2			2	1	1	1		
F Transformer	1										
F Trash	1										
F Warehouse	3		2			2	1	1	1		
F Weed	1										
Fuel Spill	1										
Fuel Spill - DIA Aircraft											ARFF and Fuel Inspector
Fuel Spill - DIA Non Aircraft	1		1								
Hazmat - Investigation	1					1		1			
Hazmat (Full Response)	1		1			1					HAZMAT

**EXHIBIT A-1 (3 Pages)**  
**DENVER FIRE DEPARTMENT**  
**STANDARD OPERATING GUIDELINE**

**Section: OPERATIONS: DIVISION RESOURCE MGMT.**  
**Topic: Response Matrix**

<b>Topic No:</b>	<b>2102.02</b>
<b>Date:</b>	<b>08-16-13</b>
<b>Approved:</b>	<b>CD</b>
<b>Review Date:</b>	<b>08-16-14</b>
<b>Replaces:</b>	<b>Same, dated 04-17-13 (High-Rise changes as outlined in OPS-023-2013)</b>

Problem	Engine	5-Inch Hose	Truck	Tower	Heavy Truck	Chief	Rescue	HAMER	RIT	BLS	Special Teams
Helicopter Standby	1		1			1					
High Angle Rescue	1		1			1					High Angle
Ice Rescue	1		1			1					Underwater
Industrial / Machine	1		1			1	1				
Lockout - Emergency										1	
Lockout – Non Emergency										1	
Natural Gas Leak - Inside	1		1			1		1			
Natural Gas Leak - Outside	1		1			1		1			
Odor Investigation	1		1			1					
Odor Investigation – With Smoke	2		2			2	1		1		
Odor Investigation (Chemical)	1		1			1		1			
Other	1										
PFAS Class I	1		1			1					
PFAS Class II	1										
Smoke Investigation - Outside	1										
Ventilation Only			1								
Water Problem			1								
Water Rescue	1		1			1					Underwater
Wires Down	1										
Additional Alarms (above a Task Force Response) A standard Engine will be substituted for 5-inch Hose Engine when necessary. A Standard Truck will be substituted for a Tower when necessary.	1	2	1	1		1					
High Rise Additional Alarms	4		2			1					

**Confined Space Team:** Tower 1, Collapse Trailer, Rescue, and HAMER

**High Angle Team:** Rescue and Tower 1

**HAZMAT Team:** Rescue, HAMER, Engine 6, and DECON Team (Engine and Truck 26 and/or Engine and Truck 16)

**FIRE RESPONSE - ENGLEWOOD TRAVEL TIME ANALYSIS**

Analysis Notes: This analysis was completed with up-to-date Denver street data. The regional streets used have not been updated in three years and the mileage totals below may be inaccurate. If streets have been added in the 4, 5, or 8 minute travel time zones in that time period. The analysis was also completed with several assumptions which could have major impacts on the actual distance traveled in 4, 5, or 8 minutes.

Assumptions are as follows:

- Fire Department Engines do not stop at stoplights or stop signs.
- Engines drive at the posted speed limit.
- Engines will not encounter traffic.
- Roads are not subject to closure.

This analysis is meant to be a rough order of magnitude of possible travel time mileage and should be considered a "best case scenario" in terms of the mileage covered.

**Denver Fire & Englewood  
Acoma & Jefferson Fire Stations**

Response In Minutes	Miles Covered in response time zone	% of Englewood Roads Covered	Cumulative % of Englewood Roads Covered
0 - 4	116.06	87.92	87.92
4 - 6	15.94	12.08	100.00
6 - 8	0.00	0.00	100.00
<b>Total Miles Covered</b>	<b>132.00</b>		
<b>Total Englewood Road Miles</b>	<b>132.00</b>		

100% of Englewood roads covered by Denver Fire in 6 Min.

**Englewood Only (All Stations)**

Response In Minutes	Miles Covered in response time zone	% of Englewood Roads Covered	Cumulative % of Englewood Roads Covered
0 - 4	110.06	83.38	83.38
4 - 6	15.97	12.10	95.48
6 - 8	5.97	4.52	100.00
<b>Total Miles Covered</b>	<b>132.00</b>		
<b>Total Englewood Road Miles</b>	<b>132.00</b>		

100% of Englewood roads covered by all Englewood Fire Stations in 8 Min

## **EXHIBIT B FIRE PREVENTION**

### **Consultation at Emergency Incidents**

When there is a risk of structure collapse, upon request of the Incident Commander, a Denver Fire Department Fire Protection Engineer(s) will respond to the scene to evaluate safety for responding firefighters.

### **Referenced Standards**

The Denver Fire Code and the standards referenced therein will be the compliance standards referenced for review of proposed construction plans and inspection of properties in the City of Englewood.

### **Plan Review**

- **Pre-construction Conferences.** Upon request by the City of Englewood Fire Marshal, Denver Fire Department Fire Prevention Fire Protection Engineering and Uniformed Personnel (collectively hereinafter referred to as “Denver Fire personnel”) will be notified by Englewood and shall participate in pre-construction conferences along with the appropriate officials, to answer questions relating to fire protection features in the planned building or fire code requirements, or to discuss comments provided during the plan review process. All comments by Denver Fire Department’s engineering section will be directed in writing to the appropriate Englewood official(s).
- **Site Plan Review.** Upon request by the City of Englewood Fire Marshal, Denver Fire personnel will be notified and afforded the opportunity to participate in project site plan reviews along with the appropriate Englewood official(s).
- **Preliminary Plan Review.** Upon request by the City of Englewood Fire Marshal, Denver Fire personnel will be notified by Englewood and afforded the opportunity to participate in review of project preliminary plans along with the appropriate Englewood official(s). This information will be shared with the fire companies that are expected to respond in the event of an emergency.
- **Final Building Plans and Specifications.** Upon request by the City of Englewood Fire Marshal, Denver Fire personnel will be notified and shall be afforded the opportunity to participate in review of project final building plans and specifications along with the appropriate Englewood official(s).

Upon request by the City of Englewood Fire Marshal, Denver Fire personnel, upon determination that the plans comply with the applicable fire code requirements, shall notify the appropriate Englewood official in writing that there is no objection to issuance of a building permit. Englewood shall provide building construction addresses, timelines and other pertinent information to the fire companies responsible for suppression and/or fire

inspection of the building. Upon request by the City of Englewood Fire Marshal, Denver Fire personnel shall participate in rough-in inspections during construction.

- **Certificates of Occupancy.** Upon request by the City of Englewood Fire Marshal, Denver Fire Prevention will be notified by Englewood (or the contractor) and shall participate in the final inspection process, and the final sign-off on the building before the certificate of occupancy is issued. This certificate indicates that all of the requirements under the applicable codes have been met and that the building is safe and habitable. Upon request by the City of Englewood Fire Marshal, Denver Fire personnel will assist the appropriate Englewood official(s) in testing all life safety systems prior to approving the certificate of occupancy. All comments will be directed in writing to the appropriate Englewood official(s).
- **Consultation.** Upon request by the City of Englewood Fire Marshal, Denver Fire Prevention personnel shall offer consulting services to the Englewood community, including design professionals, contractors and trades craftsmen, property owners, managers, occupants and members of the general public. The consulting services will include: explanation of the Fire Code and fire-related sections of the Building Code, application of specific standards, and information about the most effective ways to deal with fire and emergency hazard situations. All comments will be directed in writing to the appropriate Englewood official(s).

### **Business License Inspections**

Upon request by the City of Englewood Fire Marshal, prior to approval of any initial general or specialized business license by Englewood, an inspection will be conducted by Fire Prevention personnel to determine compliance with the Denver Fire Code. The findings will be forwarded to the appropriate Englewood official(s) for review. Upon request by the City of Englewood Fire Marshal, Denver Fire Prevention personnel shall also, where required, provide inspections for the renewal of general and specialized business licenses.

### **Fire Safety Inspections and Basic Fire Inspections**

- **Commercial Fire Safety Inspections and Basic Fire Inspections.** All commercial properties in the City of Englewood, including residential properties of more than two units, will receive an annual inspection. City of Englewood Fire Prevention will conduct all basic fire inspections. Denver Fire Department Operations Division personnel will conduct an annual property familiarization inspection of all commercial properties. When Denver Fire Department Operations Division personnel have found a situation posing an imminent hazard, Denver Fire will take immediate action to mitigate the situation and afterwards notify in the appropriate Englewood official(s) about it.
- Upon request by the City of Englewood Fire Marshal, Denver Fire Prevention will conduct a technical inspection. All comments will be submitted in writing to the appropriate Englewood official(s). Denver Fire personnel will advise the appropriate Englewood official(s) of any violation(s) discovered during the course of the property familiarization inspection. Englewood shall be solely responsible for any enforcement action concerning the

violations; however, Denver Fire Department personnel will be notified of follow-up inspections and afforded the opportunity to accompany Englewood officials in conducting those follow-up inspections.

Denver Fire Department personnel will not participate in fire safety inspections or basic fire inspections of residential properties of two units or fewer unless requested by the resident and authorized by Englewood officials, the building's ownership or building management.

- **Special or Technical Inspections.** Upon request by the City of Englewood Fire Marshal, Denver Fire Prevention personnel will conduct fire safety inspections requiring specialized or technical expertise. Fire Prevention personnel will also be available, upon request, to assist Englewood property owners or managers in the development of emergency procedures and emergency evacuation plans.
- **Nightclubs and Other Assembly Occupancies.** Denver Fire Prevention personnel will respond to complaints or reports of overcrowding or other fire-related concerns. If, during a response to a nightclub, Fire Prevention concerns such as overcrowding, blocked exits, etc., are identified, then Denver Fire personnel will contact Englewood Police to enforce the code unless requested by Englewood city officials to initiate code enforcement.
- **Files.** Denver Fire Department Fire Prevention will maintain well-organized, complete and accurate records and files on all actions taken (plan review, consultation, inspections, permits). This information is needed to provide performance measures in accomplishing fire prevention goals and to provide management information for budgetary and administrative purposes. All information records and files will be shared between the Denver Fire Department and City of Englewood officials.
- **Construction and Fire Safety Inspection and Permit Fees.** Fees for fire safety inspections and fire safety permits will not be levied unless authorized by Englewood city officials.

### **Licensing**

Current Denver Fire Department licenses shall be required for the design, installation, modification, inspection, and testing of all life safety systems and equipment. All fitters/technicians/private inspectors shall be licensed to design, add to, modify, and perform all types of inspections, testing, maintenance, and repair of factory-engineered equipment.

### **Method for Appealing Disagreements**

A method must be established to appeal any disagreements between Denver Fire and Englewood Building and Fire officials. Concerning the fire prevention matters addressed herein, an Englewood official such as the City Manager will be the final decision maker. But in cases of disagreement, the interpretation which tends to advance the safety of the public and firefighters shall prevail.

To: Mark Ertle, Fire Chief  
From: Richard Petau, Deputy Fire Chief  
Date: March 20, 2015  
Subject: Station inventories

The following is a list of the items that are moveable in and out of the Acoma and Jefferson stations.

Jefferson

- (1) 4'X9' dining table
- (8) dining chairs
- (7) recliners
- (1) side by side stainless steel refrigerator
- (1) electric range W/oven
- (1) stainless steel dishwasher
- (1) full set of pots and pans
- (1) full set of kitchen utensils
- (1) full set of silverware
- (1) microwave oven
- (1) 54" flat screen television (purchased by Local 1736)
- (1) natural gas grill
- (1) large rolling tool chest with tools
- Office furniture in B/C's office
- Cubicle style office furniture in Lt's office
- (27) mattresses all in murphy beds, purchased April of 2014

Acoma

- (1)4'X7' dining table
- (6) heavy wooden dining chairs
- (5) recliners
- (1) side by side refrigerator
- (1) gas range W/oven
- (1) stainless steel dishwasher

- (1) full set of pots and pans
- (1) full set of kitchen utensils
- (1) full set of silverware
- (1) microwave oven
- (1) 42" flat screen television (purchased by COE)
- (1) natural gas grill
- Office furniture
- (15) mattresses all in murphy beds, purchased in April of 2014

**Tejon**

- (4) recliners
- (1) over/under refrigerator
- (1) dishwasher
- (1) full set of pots and pans
- (1) full set of kitchen utensils
- (1) full set of silverware
- (1) microwave oven
- (1) 42" flat screen television (purchased by COE)
- (1) LP gas grill

## Misc Fire Department Inventory

### Tejon Station

6 bottle cascade system. Hydrostatically tested in 2014

Auto RAE calibration unit for gas detectors. (Grant)

### Acoma Station

(24) Nex-Gen7 4.5 SCBA packs. (UASI Grant) DFD does not use these

(72) ½ hour carbon fiber wrapped cylinders. (UASI Grant) DFD does not use these

(8) 1hour carbon fiber wrapped cylinders. (UASI Grant) DFD does not use these

(60) Various size AV-3000 masks, \$260 per mask, total, \$15,600 (new price) DFD does use these

(55) CBRN MMR's, \$1,100 per unit, total, \$60,500 (new price) DFD does use these

(1) Porta-Count fit tester for SCBA

(1) Posi-Check MMR calibration equipment for SCBA

Spare SCBA parts inventory. Approx. value \$2,500

### Jefferson Station

John Deere lawn tractor used for plowing snow

### Misc

100 sets of bunker gear. Price: \$1,800 per set. Total, \$180,000 (new price)

60 helmets. Price: \$250 per. Total, \$15,000 (new price)

Misc gloves, hoods, est. \$10,000

80 gallons of MicroBlaze foam. \$20.00 per gallon. Total, \$16,000

50 gallons of A/B foam. \$10.00 per gallon. Total, \$5,000

The Servicenter has approx. \$11,000 of propriety parts for our equipment in their inventory.

PARTS INVENTORY - DETAIL REPORT

The Physical Inventory movement displayed is movement since the beginning of your fiscal year as set in System settings. The Extended Cost includes quantity times true cost only. The report displays only stocked parts.

STOREROOM: 1 - Parts Storeroom 1

PART NUMBER	DESCRIPTION	LOCATION	MARK UP	REC'D	XFER IN	ADJ UP	REC'D	RET ISSUE	XFER OUT	ADJ DOWN	ISSUE RET	QTY IN STOCK	TRUE COST	EXT COST
1084	HORN, AIR KIT REPAIR	M332	0.00	0	0	0	0	0	0	0	0	4	2.75	11.00
1510	HORN, AIR	M381	0.00	0	0	0	0	0	0	0	0	1	61.42	61.42

CATEGORY: FT-FIRETRUCK

6488

Cab:

4 x Engine Keys  
Elevator keys ERG  
Run Books  
Backboard

Cabinet:

Carry All  
C-Spine Material  
1/2" Static Line in 2:I Configuration - 200ft.  
Non-Latex Gloves

Engineer's 1:

Spare Engine Key  
1 x AP 50  
Halligan  
Flat Head Axe (8lb) Spare  
Mask/MMR

Engineer's 2:

Breaker Box  
Foam Aspirating Nozzle 2  
1/2" Fog Nozzle  
2 1/2" Solid Bore Handline Nozzle  
2 1/2" Stacked Tips for Deck Gun (1 3/8", 1 1/2", 1 3/4", 2")  
Gated Wye  
2 1/2" Siamese  
2 x Storz Adapters (Female on 2 1/2" Side)  
2 1/2" to 1" Adapter  
Trash Line with Garden Nozzle  
2 x Hay Hooks  
2 1/2" Double Male x 3 / Double Female Adapters x 3  
1 3/4" Double Male x 2 / Double Female Adapters x 2  
Flat Spanner Wrenches x 2  
Dead Blow Shot Mallet (3lb)  
18" Pipe Wrench  
Hydrant Wrench  
7-Way Spanners x 3  
Spare 2 1/2" Gasket

Engineer's 3:

2 x Broom Heads  
2 x Extendable Broom Handles  
Flat Head Shovel  
Spade Head Shovel  
31" Bolt Cutters

Cheap Ratchet Set  
Piercing Nozzle  
Hose Roller

Engineer's 4:

Empty

Rear Roll Up:

Sampson Clamp

Cones

Cooper Hose Jacket

5" Pony Section

2 ½" to 5" Storz Siamese

Monitor Base

Hydrant Bag

-Storz Adapter, Wrench, Littleton Wrench, 2 Spanners, 2 ½" Cap, 2 ½"  
Dbl. Fem, 2 ½" Dbl. Male, Denver Thread Adapter.

Cones

10 B/C CO2 Extinguisher

Officer's 4:

20-A / 120-B/C Dry Chem Extinguisher

2-A APW (Water Can)

Fan Fuel

6.5 hp Honda PPV Fan

9ft. Exhaust Hose

Officer's 3:

Large Canvas Tarp

Carry All

Small Vinyl Salvage Cover

Reflective Tarp

Black Haz-Mat Bag

50ft Bundle Electrical Cord

2x Portable Halogen Lights (500W)

Officer's 2:

Pick Head Axe

Halligan

Flat Head Axe (8lb.)

Pry-Axe

A-Tool

K-tool and through the lock set

Officer's 1:

Empty

Misc:

4 x Spanners on Outside Rear

4 x Spanners on Outside Officer's Side

2 x 7-Way Spanners + Hydrant Wrench on Officer's Side Panel

Hose Loads:

Bumper Line = 100ft. x 1 ¾" Single Jacket / Fog Nozzle (Foam Capable)

Cross Lays = 200ft. x 1 3/4" Double Jacket / Fog Nozzle (Front Only = Foam Capable)

Supply = 1000' x 5" / 800' x 2 1/2" (reverse lay)

Bomberlines= 2x 200', 2 1/2" + Smooth Bore Nozzle and Fog

Dunnage:

8.5 kW Hydraulic Generator

500gal Water

40gal Foam Concentrate

5gal Bucket Kitty Litter

5gal Bucket Dirt

Removable Deck Gun / Monitor (Fog Nozzle)

2 x 6ft Drywall Hooks

14ft Roof Ladder

24ft Extension Ladder

10ft Attic Ladder

10ft Pike Pole

1 x Telescoping 1500W Halogen Light per Side

2 x 500W Halogen Lights per Side

Cab:

4 x Engine Keys  
 ERG  
 Run Books  
 Backboard

Cabinet:

Carry All  
 C-Spine Material  
 ½" Static Line in 2:1 Configuration - 200ft.  
 Non-Latex Gloves

Engineer's 1:

Spare Engine Key 1  
 x AP 50  
 Halligan  
 Flat Head Axe (8lb)

Engineer's 2:

Breaker Box  
 Foam Aspirating Nozzle  
 2 ½" Fog Nozzle  
 2 ½" Solid Bore Handline Nozzle  
 2 ½" Stacked Tips for Deck Gun (1 3/8", 1 ½", 1 ¾", 2")  
 Gated Wye  
 2 ½" Siamese  
 2 x Storz Adapters (Female on 2 ½" Side)  
 2 ½" to 1" Adapter  
 Trash Line with Garden Nozzle  
 2 x Hay Hooks  
 2 ½" Double Male x 3 / Double Female Adapters x 3  
 1 ¾" Double Male x 2 / Double Female Adapters x 2  
 Flat Spanner Wrenches x 2  
 Dead Blow Shot Mallet (3lb)  
 18" Pipe Wrench  
 Hydrant Wrench  
 7-Way Spanners x 3  
 Spare 2 ½" Gasket

Engineer's 3:

2 x Broom Heads  
 2 x Extendable Broom Handles  
 Flat Head Shovel  
 Spade Head Shovel  
 31" Bolt Cutters  
 Cheap Ratchet Set  
 Hose Roller

Engineer's 4:

Fan Fuel  
6.5 hp Honda PPV Fan

Rear Roll Up:

Sampson Clamp  
Cones  
5" Pony Section  
2 ½" to 5" Storz Siamese  
Monitor Base  
Hydrant Bag  
-Storz Adapter, Wrench, Littleton Wrench, 2 Spanners, 2 ½" Cap, 2 ½"  
Dbl. Fem, 2 ½" Dbl. Male, Denver Thread Adapter.

10 B/C CO2 Extinguisher

Officer's 4:

20-A / 120-B/C Dry Chem Extinguisher  
2-A APW (Water Can)  
2x 50' 2 ½"

Officer's 3:

Large Canvas Tarp  
Carry All  
Small Vinyl Salvage Cover  
Black Haz-Mat Bag  
50ft Bundle Electrical Cord  
2x Portable Halogen Lights (500W)

Officer's 2:

Pick Head Axe  
Halligan  
Flat Head Axe (Sib.)  
Pry-Axe  
A-Tool  
K-tool and through the lock set

Officer's 1:

Empty

Misc:

4 x Spanners on Outside Rear  
4 x Spanners on Outside Officer's Side  
2 x 7-Way Spanners + Hydrant Wrench on Officer's Side Panel

Hose Loads:

Bumper Line = 100ft. x 1 ¾" Single Jacket / Fog Nozzle (Foam Capable)  
Cross Lays = 200ft. x 1 ¾" Double Jacket / Fog Nozzle (Front Only = Foam  
Capable)  
Supply = 1000' x 5" / 800' x 2 ½" (reverse lay)  
Bomberlines= 2x 200", 2 ½" + Smooth Bore Nozzle and Fog

Dunnage:

8.5 kW Hydraulic Generator

500gal Water  
40gal Foam Concentrate  
5gal Bucket Kitty Litter  
5gal Bucket Dirt  
Removable Deck Gun / Monitor (Fog Nozzle)  
2 x 6ft Drywall Hooks  
14ft Roof Ladder  
24ft Extension Ladder  
10ft Attic Ladder  
10ft Pike Pole  
1 x Telescoping 1500W Halogen Light per Side  
2 x 500W Halogen Lights per Side

## **Utility Truck 6494**

### **Passenger Side Front Tail:**

- 12 Scott Low Pressure 30min. Air bottles

### **Passenger Side Mid Tail 1:**

- 3 Scott Low Pressure 60min. Air Bottles
- 12 Volt Power Supply/Jump start Kit
- 2 Sets of tires chains
- 1 small blue tarp

### **Passenger Side Mid Tail 2:**

- 3 spade shovels
- 1 tool box w/ misc. hand tools
- 1 junction box

### **Passenger Side Wheel Well Double Door:**

- 1 pick head ax
- 2 flat shovels
- 1 grain shovel
- 1 rake
- 4 sets of coveralls
- Kalina Case with Nikon camera w/ flash

### **Passenger Side Back Tail:**

- 1 small scene light Arson Kit containing:
  - o Large can
  - o Small can
  - o Quart Jar
  - o Pint Jar
  - o Small Jar
  - o Tire gauge
  - o Alcohol
  - o Paper Towels
  - o Disposable gloves
  - o Tools
  - o Putty knife
  - o Vapor Seal Bags
  - o Ruler/Tape
  - o Camera
  - o Film
  - o Syringes
  - o Property sheets
  - o Labels

- o Evidence Tape
- o Bottle w/ rubber stopper
- o Fire Scene tape

Bed of Truck:

- Wheelbarrow
- K2100/120/15A/single McGraw-Edison Power Unit
- MDG Fogsmoke Gen.

Driver Side Front Tail:

- 2 Rescue Bags EACH Containing:
  - o Class 3 Harness
  - o Set knee pads
  - o Helmet with Light
  - o Roll duct tape
  - o Radio harness
  - o Gloves
  - o 150' hardline
  - o 200' of rope
- Equipment Bag 1:
  - o 4 coveralls
  - o 2 sets knee pads
  - o 2 sets elbow pads
  - o 4 radio harnesses
  - o 2 flashlights
  - o 2 hard hat
  - o 2 sets leather gloves
- Equipment Bag 2:
  - o Four 50' hardline
- Equipment Bag 3:
  - o Two 50' Hardline
  - o Two 100' Hardline

Driver Side Mid Tail 1:

- One High Pressure Kart with 2 bottles and necessary hardware.
- Application manuals and protocol books

Driver Side Mid Tail 2:

- 3 pigtails
- 2 tri-pod scene lights

Driver Side Back Tail:

- Foam Inductor
- 100' Cord



**Engine 21(#6501)**  
**Station 21: Jefferson Station**  
**555 W. Jefferson Ave.**  
**Office: 3/762-2484 Battalion**  
**Chief: 3/762-2477**



**Engine Compartments**

**DOE outside cab Front compartment**

- X1 radio (apel)
- X2 spare mask
- X2 spare MMR

**DOE outside cab Rear Compartment**

- Rags
- X1 silicone lubricant
- Spare headset
- # 1121" plate
- Scene light controller

**DOE side Front compartment:**

- x 1 SCBA
- x1 personal rope bag (60' 8mm static kern mantel rope, daisy chain 1" webbing and aluminum carabiner rated at 23kN)
- x1 Foam Jet-Lx tip (Foam aspirator, Foam Jet-low Expansion-Mid Force Hand line) FJ-LX-HM
- x1 1 1/8" Smooth bore nozzle w/1 1/2" breakaway (1" 1/8: 266gpm @ 50psi)
- x1 2 1/2 gated wye (ball valve) 2 1/2 to double 1 3/4"
- X1 2 1/2" Task Force tip Hand line adjustable pattern automatic fog nozzle (85300gpm @ 100psi)
- x1 2" gate valve
- x2 mattress hooks (hay hooks)
- x1 Siamese (double 2 Y to single 2 Y)
- x1 smooth bore nozzle w/ 1 1/2", 1 1/4", 1 Y orifice (210gpm, 266gpm, 328gpm @ 50psi)
- X1 garden hose (100', for decontamination operations)
- X1 dual 2 Y to storz (monitor base/Siamese)
- X1 storz to 2 Y reducer/expander
- X1 Hydrant wrench
- X1 mallet (dead blow)
- Smooth bore master orifices: 1 3/4", 1 1/2", 1 1/4", 1 1/2" + stream straightener (502gpm, 598gpm, 814gpm, 1063gpm @ 80psi)
- x2 LDH spanners
- x1 set of irons (X1 Maligan, X1 fib. fiberglass handled flat head axe)
- brass distributor nozzle (AKA CeHar nozzle 9 holes, 48Ggpm @ 100psi, 8' broken stream radius, 9 orifices measurements: 3 @ 13/16" and 6 @ 1/2")
- ADAPTERS: 1 Y cap, x1 1 1/2" NH to NP (national hose to national pipe), x1 1 1/2" NP to NH, x1 1 1/2" dual male NH, x2 1 1/2" dual female NH, x2 NH to NP, x1 2 Y" smooth bore adaptor, x2 2 Y" dual male NH, x2 2 Y" dual female.

**Underneath:**

- X2 tire chocks ("bear traps")

**DOE side middle compartment:**

- |   |                                       |
|---|---------------------------------------|
| • X1 5 gallon bucket w/absorbent        | Sihil MS 461 chain saw w/bullet chain |
| • X1 3 1/2 gallon bucket w/ice melt     | Bar oil                               |
| • X1 Rehab cooler with water            |                                       |
| • X1 box repair putty sticks            |                                       |
| • X1 5 gallon bucket (empty/foam flush) |                                       |
| • X1 coffee can plug and dyke           |                                       |
| • X1 7' foam fill/flush hose            |                                       |
| • X2 rolls garbage bags                 |                                       |

#### DOE side middle drawer:

- X1 reel 'Danger tape
- X2 reel 'Fire line' tape
- X2 duct tape
- X1 roll of chem tape
- X1 fiberglass handled pick axe
- X1 18" steel pipe wrench
- X1 15" steel crescent wrench
- X4 hose straps
- X1 Ktool unlock kit,
- X1 Hazmat & terrorism emergency response book

#### Front Rear wheel compartment

- X1 True Fuel
- X1 packet of wipes
- X1 funnel
- X1 scoop

#### Back Rear wheel compartment

- Diesel fuel fill
- Floor dry fill and dispense underneath apparatus behind rear left tire

#### DOE side rear compartment:

- X1 PPV Fan (SuperVac Model 718g4,h, 7 bladed 18" airfoil propeller, 4 cycle 6.5 horsepower engine, rated at 15,590 cfm, 3535rpm, approx: 821bs, 94 decibels at 7 meters, 10-minute runtime) 15 degree optimum operating angle @ 6'
  - X1 Dewalt 20V drill & Sawzall
  - X1 Tool Box
  - X1 Husky ratchet set
  - X1 Dewalt 120 V Sawzall
  - X1 can liquid wrench silicon spray
  - X2 extendable brooms ( 4', 8', 5')
  - X1 expanding rake
  - X1 flathead (square) shovel
  - X1 spade shovel
  - X1 piercing nozzle ( 125gpm @ 100psi, Maximum operating pressure of 200 psi, capable of penetrating one layer cinderblock, two layers brick, 3/4" plywood or 1/16" thick steel plate)
  - X1 13' little giant ladder ( 11' maximum working length, 300lb capacity, NOT fire rated/
- !!!g:
- X1 pouch of spare reciprocating saw blades
  - X1 25'tape measure
  - X1 20 V charger Dewalt

#### Rear End compartment:

- X10 19" traffic cones
- X1 monitor base with tie off strap and Safe-Tak valve) "do not use at less than 35 degrees"
- Edge protection (Edge Pro)
- X1 25' S" (LOH) Hose
- X1 10' stick 2 1/2" light weight hose
- X1 Sampson hose clamp (can be used with 1 1/2", 1 3/4", 2", 2 1/2", and 3" double jacketed woven hose, 20' from apparatus and 5' from coupling, always stand upside of stream while damping)

#### Hydrant bag:

- X1 5"/stortz adaptor
- X1 5" Denver thread adaptor
- X1 2 1/2" to double 1 1/2" gated wye
- X1 1 1/2" NH to NP adaptor
- X1 1 1/2" NP to NH adaptor
- Hydrant wrench
- Littleton Hydrant wrench
- X2 7 way spanners (couple hose, uncouple hose, nail puller, gas shutoff, door 1, wedge, pry tool, striking tool)
- X2 Large spanners
- X1 2 1/2" cap
- X1 2 W double female adaptor (NH)
- X1 2 W double male adaptor (NH)

#### Officer side rear compartment:

- X1 35 lbs ABC extinguisher (rated: 20-A, 120-B, & C)
- X1 2 1/2 gallon water/microblaze mix extinguisher (rated: 2A)
- X1 CO2 26 lb. extinguisher (rated: 10-B, & C, with 4" horn orifice)
- X2 High rise pack: 3' section of light weight 2 1/2" hose to gated wye to 100' light weight 1 1/2" hose to a Task Force Tip Mid Force automatic fog nozzle (70-200 gpm @ 100 psi w/low flow setting of 30 to 70psi), X1 NH to NP 1 1/2" adaptor, X1 NP to NH 1 1/2" adaptor, X2 7 way spanners, X1 10" pipe wrench
- X2 50' sections of light weight 2 1/2" hose
- X1 Cooper hose Jacket (maximum operating pressure 150psi, classified 'tool' by IFSTA pg 649)
- X1 set of irons
- X1 rubbish hook
- X1 Utility rope bag (150' braided rope NOT for life safety)
- X2 Single person Hazmat bag
- X1 4 person Hazmat bag

#### Officer side middle compartment:

- X2 portable floor lights (Halogen 500 watts 120v)
- X2 carry all's (5'x5' and 8'x8')
- X2 salvage tarps (12x 14)
- X1 roll of Visqueen (plastic cover 10' 4" wide)
- X3 50' electrical extension cords
- X1 junction box with 4 plugins
- X2 Pig tails (twist lock to 3 prong adapters)
- X2 2 prong to 3 prong (grounded) adapters

#### Officer side middle drawer:

- X1 Duck bill lock breaker
- X1 Fire line taps
- X1 A tool (with lock manipulator)
- X1 Officer tool/Crash axe/pry axe
- X1 6lb. pick axe
- X1 6lb sledge hammer
- X1 12lb sledge hammer
- X1 36" bolt cutters (maximum cutting capacity of 7/16 hard metals and 9/16 soft metals, with replaceable cutting heads)

#### Wheel compartments front and back:

- X6 air cylinders

#### Officer front compartment:

- X1 set of irons
- X1 Thermal Imaging Camera (TIC: SCOTT Eagle Imager 160, 4.2 lbs., 4" LCD screen, three mode 'twist change'; hands free, hands on, and crawl. 1100 degree dynamic range, Made of MHRP 'Heat & hit resistant polymer, 'twist change' battery approx. 4 hr service life)
- X1 K-tool unlock kit
- X1 spare mask

- XI box of cribbing
- XI SCBA
- XI 4" D-handled pike pole
- XI personal rope bag (60' 6mm static kern mantle rope With aluminum carabineer)

**Officer side rear cab compartment:**

- XI cab tilt controller

**Officer side front cab compartment:**

**RIT Bag:**

- XI 60 minute SCBA bottle (87 cubic ft of air at 4500psi)
- XI MMR
- XI SCBA Mask
- XI pair of trauma sheers
- XI utility knife
- XI pair channel-lock pliers
- XI pair tin snips
- XI heavy tow/haul strap (5', 12,000lbs)
- X2 aluminum carabineers
- XI rope bag (150' 6mm kern mantle rope)

**J.L.L.:QH**

- X2 6' D-handled, fiberglass shaft, drywall hooks (AKA Cat's paw or plaster hook)
- XI backboard
- XI Extend-A-Gun telescoping waterway to mounted deck gun w/stream straightener and variable stream automatic fog nozzle (150-250gpm @ 100psi, maximum operating pressure of 170 psi)
- XI Hydraulic AC Generator

**Ladder Rack**

- XI 24' two section ladder
- XI 14' roof ladder
- XI 10' folding attic ladder
- XI 10', 8' 6" fiberglass handled pike pole

**Hose Bed**

- 1,000' of 5" LOH
- 200' of lightweight 2 1/2" preconnected triple stack load with attached 7 way bale adjustable pattern automatic fog nozzle (50-350gpm @ 100psi)
- 800' of lightweight 2 W' hose.

**Preconnects**

- X2 200', 1 1/2" hose lines with TFF Mid-Force nozzles (Both lines are foam capable)

**Inside Cab**

**Rollup cabinet in FF area**

**Top Shelf**

- XI spare O2 cylinder
- XI spare o-collar
- XI AC Hotstick (3 settings: high/low sensitivity & front focused, AC Frequencies of 20-100 Hz, Intrinsically safe PVC housing theoretically able to withstand a 50,000 volt shock)
- X2 signal light sticks (one red, one yellow)
- XI SCBA Mask bag with 3 smoke detectors and a spare 9 volt battery

**Bottom Shelf**

- TIF Combustible Gas Detector (Visual and Audible indicators, variable sensitivity as low as 5ppm (gasoline), 30 second alarm up time, instantaneous response-time, Approx. 4 hour run-time battery life, 5" probe, 16 oz weight, operating temp range 32-125 degrees F, 4.8v rechargeable Ni-Cad batteries)

- Gray 4 gas monitor (with battery charger)

Gas

Low Alarm

High Alarm

O2	19.5%	23.5%
CO	35 ppm	70 ppm
H2S	10 ppm	20 ppm
LEL (Calibrated to Pentane)	10%	20%

- Digital Camera
- Bin of smoke detectors
- Bin of Educational information (Pamphlets, stickers)
- Spare Glucometer

#### Netted Storage Area

##### Top Shelf

- AED with adult and Peds pads
- C-Collar Bag (four adult collars, four ped collars, Trauma shears, 2" medical tape, set of headblocks)
- Orange Medkit

##### Bottom Shelf

- O2/airway kit
  - Main Compartment
    - O2 Cylinder with regulator
    - X3 non-rebreather masks
    - X3 nasal cannulas
    - X2 nebulzers each with 2 2.5 mg doses of albuterol and 1 dose of Isopro?
    - X1 nebulizer with bag valve mask attachment (includes medications listed above)
    - X2 CPAP Masks
  - Front compartments
- Ropebag with 150' Kern Mantle Static life safety rope 3/4" diameter

#### Apparatus specifications

- Crimson engine/Spartan Chassis
- 1500gpm Waterous pump 16 large diameter discharges at 250gpm)
- 500 gallon water tank
- X2 20 gallon foam tanks (X1 US foam class A/B, X1 Microblaze)
- Apparatus length 33'



## Englewood Fire Department Extrication Equipment Specifications



### **Res-Q-Jacks**

- 2x Space Saver Adjustable Stand (4,000 lbs @ 72")
  - 36.5" Collapsed
  - 90" Extended
  - 2 Cam Buckle Straps 750 lbs working load
  - Weight 49.5
- 2x Space Saver Adjustable Jacks (4,000 lbs lifting)
  - 36.5" Collapsed
  - 90" Extended
  - 12" + Jack Travel
  - 2 Cam Buckle Straps 750 lbs
  - Channel, Round Point, Chain Grab End Fitting (CRG)
  - Weight 42 lbs
- 4x Chain and hook assembly with 4' of chain (Hooks Rated 3,900 lbs)
  - Large 8" J Hook
  - T Hook
  - Small J Hook
  - Chain Shortening
- 4x Chain and hook assembly with 4' of chain (hooks rated 3,900 lbs)
  - Large 15" J Hook
  - Small J Hook
  - T Hook
  - Chain Shortening
- 4x Small Clusters (No Large "J" Hook or 4' length of chain) 3,900 lbs
- 16' Lifting Chain (7,100 lbs working load)
  - 2x Picket anchor stakes 4' long and 20" long
  - 2x 2" by 27' Heavy Duty Ratchet Straps 3,300 lbs (with 3/8" Chain)
  - 3x 2" by 27' Medium Duty Ratchet Straps 2,000 lbs w/snap hooks
  - 2x 2" by 27' Heavy Duty Ratchet Straps 3,300 lbs w/ wire hooks

### **Holmatro (522)**

- 4050 NCT Cutter
  - Model 4050NCT, 10,500 psi allowable Operating Pressure, 208,000 lbs Max Cutting Force, 7 1/8" Opening at tips, weight: 40 lbs, temp range -4 to +176 degrees F
- 4242 UL Spreader
  - Model 4242UL, 10,500 psi Allowable Operating Pressure, 19,595 lbs Max and 8,800 lbs min Spreading force measured at the back of tip, 11,200 lbs max and 6,225 lbs Min pulling force, 27" max spreading distance, weight: 39 lbs, temp range -4 to +176 degrees F
- DPU31 Hydraulic Pump
  - DPU31, Honda 3.5 hp 4 stroke engine, Two stage pump senses leaks and shuts down, capable of hot swap
- Holmatro "Core" Hydraulic lines
  - coaxial Rescue Equipment Hose, High pressure line (10,500 psi) Completely encapsulated in low pressure (363 psi) return line. 2x 32' hoses, max distance of 150' with reduced tool speed at 100' 4:1 safety factor

### **Amkus (522)**

- AMK-21 Cutter
  - 10,500 psi operating pressure, 72,000 lbs max cutting force, 6" spread

- AMK-30CX Spreader
  - 10,500 psi operating pressure, 16,950 lbs max spreading force, 32" max spreading distance, weight: 47.5 lbs
- AMK40R Ram
  - 10,500 psi operating pressure, 30,650 lbs extending force, 14,400 lbs pulling force, length 25.4" retracted 40" extended
- X2 100' Twin Line Amkus Hydraulic lines on electric rolls

### Amkus (523)

- Amkus power unit: 4HP Honda
  - Model P554-Amkus Model C, Mineral based hydraulic fluid, 2 gal reservoir, 14 lbs, roll cage, two stage high pressure system 10,500 PSI
- Cambitool: C 15
  - 15.5" spread, 13,100 lbs spread force, 7" opening, 57,000 lbs cutting force, 10,500 input, D-ring handled
- Ram 30R
  - 19.3" retracted, 29.1" extended, 30,650lbs push force, 14,400lbs pull force

### Pneumatic Tools

- Air Chisel, Impact wrench, Pneumatic Ratchet
  - Ajax tool works 90-150 psi, 1,400 blows/min 120 psi average
- Lampe High Pressure Air Bags (145 psi 18' long air hoses)

Quantity	Size	Tons	Cub/ft air	Rise
1	24"x24"	39.5	16.6	7-13.5" / 13"
2	16"x16"	7.3	4.8	8-9.6" / 9"
2	12"x12"	9.7	2.2	4-7.2" / 7"
1	9.5"x9.5"	5.7	.8	3-5.6 / 5"

- Lampe Low Pressure Air Bags (14 psi 18' long air hoses)

Quantity	Size	Tons	Cub/ft air	Rise	Model
1	48"x31"	9	14	12-20"	Pillow #25
1	33"x25"	8	26	25-35"	High Lift #50



**Engine 22**  
**Station 22: Tejon Station**  
**3075 S. Tejon St.**  
**Office: 3762-2483**  
**Battalion Chief: 3762-2477**



**Compartments**

**DOE outside cab Front compartment**

- X1 DOE SCBA

**DOE outside cab Rear Compartment**

- X1 Foam fill hose
- X1 Extension cord to plug truck shore line into trucks generator

**DOE side First compartment:**

- Pump Panel
- X2 Pre connects, 200', 1 1/2" hose lines with TPT Mid/Force nozzles (Both lines are foam capable)
- X2 7 way spanners (couple hose, uncouple hose, nail puller, gas shutoff, door ratchet, pry tool, striking tool)
- X2 LDH Spanners
- X1 set of Irons

**DOE side Second compartment:**

- x1 Foam Jet/Mix tip (Foam aspirator, Foam Jet low Expansion Mid Force Hand line) FJLXHM
- x1 1 1/8" Smooth bore nozzle w/ 1 Y, breakaway (1 1/8": 266gpm @ 50psi)
- x1 gated wye (ball valve) 2 Y, to double 1 Y "
- X1 2 1/2" Task Force tip Hand line adjustable pattern automatic fog nozzle (85-300gpm @ 100psi)
- x1 2 1/2" gate valve
- x2 mattress hooks (hay hooks)
- x1 Siamese (double 2 Y to single 2 Y)
- x1 smooth bore nozzle w/ 1", 1 1/8", 1 Y, orifice (210gpm, 266gpm, 328gpm @ 50psi)
- X1 garden hose (100', for decontamination operations)
- X1 dual 2 Y to storz (monitor base/Siamese)
- X1 storz to 2 Y reducer/expander
- X1 Hydrant wrench
- X1 mallet (dead-blow)
- Smooth bore master orifices: 1 3/8", 1 1/2", 1 3/4", 2" + stream straightener (502gpm, 598gpm, 814gpm, 1063gpm @ 80psi)
- x2 LDH spanners
- Brennan distributor nozzle (AKA Ceiling nozzle 9 holes, 480gpm @ 100psi, 18' broken stream radius, 9 orifices measurements: 3 @ 13/16" and 6 @ 7/2" )
- ADAPTERS: 1 Y 1" cap, x1 Y 1" NH to NP (national hose to national pipe), x1 Y 1" NP to NH, x1 1 1/2" dual male NH, x2 1 1/2" dual female NH, x2 NH to NP, x1 2" smooth bore adaptor, x2 2 Y 1" dual male NH, x2 2 1/2" dual female.
- Tool Box
- Sprinkler Kit
- Rabbit Tool (Hydra-Ram)
- 2 Scoop Shovels
- Plug & Dike
- Bucket of dry sweep w/ trash bags
- Empty 5 gallon bucket
- Air Chisel, Impact wrench, Pneumatic Ratchet (Ajax tool Works 90-150 psi, 1,400 blows/min 120 psi average)
- Air Tool Kit: Hose and Regulator
- Plug Kit: Wax ring, Putty

**Underneath:**

- X2 tire chalks (bear traps)

**DOE side Third compartment:**

- **X2 Rescue Saws** (Stihl TS-400 Saw RPM at 5350 max, one with a steel blade the other with a Piranha Blade)
- X2 Chain Saws (Stihl MS 460, 3 in a row or 6 total, 2,500 rpm idle speed)
- XI Acetylene Torch
- XI Chain Saw Kit
- **Spare Rescue Saw Blades** (6 masonry, 5 metal cutting 5400 rpm)
- **Spare Bullet Chains**
- Hose Roller Edge protection (Edge Pro)

**DOE side middle drawer:**

- **X2 Push Brooms/handles**
- XI 36" Bolt Cutter
- XI 12" Channellock Pliers
- XI Gib. pick axe
- XI 15" Crescent (adjustable) wrench
- XI 8" Vise Grip Pliers
- X4 hose strap
- XI roll duct tape
- XI Hydrant Wrench
- **TFT Piercing nozzle** (125gpm @ 100psi, Maximum operating pressure of 200 psi, capable of penetrating one layer cinderblock, two layers brick, 3/4" plywood or 7/16" thick steel plate)
- **Battering Ram**

**Front Rear wheel compartment**

- XI gas can 1gallon (unleaded)
- X2 can 50:1 saw Pre-mix fuel
- XI funnel
- XI scoop
- XI Cooper hose Jacket (maximum operating pressure 50psi, classified "tool" by IFSTA pg 648)

**Back Rear wheel compartment**

- Diesel fuel fill
- Floor dry fill and dispense underneath apparatus behind rear left tire

**DOE side rear compartment:**

• **Lamps High Pressure Air Bags (145 psi 16' long air hoses)**

Quantity	Size	Tons	Cub/ft air	Rise
1	24"x24"	38.5	16.6	7-13.5" / 13"
2	16"x16"	7.3	4.8	5-9.6" / 9"
2	12"x12"	9.7	2.2	4-7.2" / 7"
1	9.5"x9.5"	5.7	.2	3-5.6" / 5"

• **Lamps Low Pressure Air Bags (14 psi 16' long air hoses)**

Quantity	Size	Tons	Cub/ft air	Rise	Model
1	48"x31"	9	14	12-20"	Pillow #25
1	33"x25"	8	26	25-35"	High Lift #50

- XI 13' little giant ladder (17 maximum working length, 300lbs capacity, NOT fire rated)
- **2x High Rise Bags:** 3' section of light weight 2 1/2" hose to gated wye to 100' light weight 1 1/2" hose to a Task Force Tip Mid Force automatic fog nozzle (70-200 gpm @ 100 psi w/low flow setting of 30 to 70psi), XI NH to NP 1W adaptor, XI NP to NH 1 1/2" adaptor, X2 7 way spanners, XI 10" pipe wrench
- 2x 2.5" 50' lightweight hose
- **Trash Hook**

- **Res-Q-Jacks:**
  - 2x Space Saver Adjustable Stand (4,000 lbs @ 72")
    - 36.5" Collapsed
    - 90" Extended
    - 2 Cam Buckle Straps 750 lbs working load
    - Weight 49.5
  - 2x Space Saver Adjustable Jacks (4,000 lbs lifting)
    - 36.5" Collapsed
    - 90" Extended
    - 12" + Jack Travel
    - 2 Cam Buckle Straps 750 lbs
    - Channel, Round Point, Chain Grab End Fitting (CRG)
    - Weight 42 lbs
  - 4x Chain and hook assembly with 4' of chain (Hooks Rated 3,900 lbs)
    - Large 8" J Hook
    - T Hook
    - Small J Hook
    - Chain Shortening
  - k Chain and hook assembly with 4' of chain (hooks rated 3,900 lbs)
    - Large 15" J Hook
    - Small J Hook
    - T Hook
    - Chain Shortening
  - 4x Small Clusters (No Large "J" Hook or 4' length of chain) 3,900 lbs
  - k 18' Lifting Chain (7,100 lbs working load)
  - 2x Picket anchor stakes 4' long and 20" long
  - 2x 2" by 27' Heavy Duty Ratchet Straps 3,300 lbs (with 3/8" Chain)
  - 3x 2" by 27' Medium Duty Ratchet Straps 2,000 lbs w/snap hooks
  - 2x 2" by 27' Heavy Duty Ratchet Straps 3,300 lbs w/ wire hooks

#### Rear End compartment:

- XS 18" traffic cones
- XI monitor base with tie off strap and Safe-Tak valve) "do not use at less than 35 degrees"
- XI Sampson hose clamp (can be used with 1 1/2", 1 3/4", 2"-150300 psi flowing and 200 psi static, 2 YI", and 3" 100-500 psi flowing and 125 psi static, double jacketed woven hose do not use on plastic or rubber coated hose, Stand upstream when clamping 20' from apparatus and 5' from coupling, always stand upside of stream while damping)
- XI 35 lbs ABC extinguisher (rated: 20-A, 20-B, & C, Ammonium phosphate base, pressurized with nitrogen to 195psi, tested to 585psi, hose tested to 500psi/ operating pressure 250 psi)
- XI CO2 28 lb. extinguisher (rated: B, & C, with 4" horn orifice, Operating temps between -40 to 120 degrees, Pressure test to 3000PSI, Operating pressure 800-900psi at 70 degrees, operate 10' from fire PASS)
- Winch
- Winch kit (Containing tow strap and pulley)
- Hydraulic bottle Jacks (2x 20 ton, and 2x 10 ton)
  - Hydrant bag:
    - XI 5"/stortz adaptor
    - XI 5" Denver thread adaptor
    - XI 2 Yz" to double 1 Yz" gated wye
    - XI 1 Yz" NH to NP adaptor
    - XI 1 Yz" NP to NH adaptor
    - Hydrant wrench
    - Littleton Hydrant wrench
    - X2 7 way spanners (couple hose, uncouple hose, nail puller, gas shutoff, door wedge, pry tool, striking tool)
    - X2 Large spanners
    - XI 2 Yz" cap

- X1 2 y." double female adaptor (NH)
- X1 2 Y,"double male adaptor (NH)

**Officer side rear compartment:**

**Top Shelf:**

- X2 100' Twin Line Amkus Hydraulic Lines on electric rolls
- X1 Amkus Model 30CX Spreader ( 10,500 psi operating pressure, 16,950 lbs max spreading force, 32" max spreading distance, weight: 47.5 lbs)
- X1 Amkus 21 Cutter ( 10,500 psi operating pressure, 72,000 lbs max cutting force, 6" spread)
- X1 Amkus Model 40R Ram ( 10,500 psi operating pressure, 30,650 lbs extending force, 14,400 lbs pulling force, length 25.4" retracted 40" extended)
- X2 Holmatro "Core" Hydraulic Lines (32' long)
- Holmatro Spreader (Model 4242-UL, 10,500 psi Allowable Operating Pressure, 19,595 lbs Max and 8,800 lbs min- Spreading force measured at the back of tip, 11,200 lbs max and 6,225 lbs Min pulling force, 27 max spreading distance, weight: 39 lbs, temp range 0 to +176 degrees F)
- Holmatro Cutter (Model 4050-NCT, 10,500 psi allowable Operating Pressure, 208,000 lbs Max Cutting Force, 7 1/8" Opening at tips, weight: 40 lbs, temp range -4 to +176 degrees F)

**Bottom Shelf:**

- Holmatro Hydraulic Pump (DPU31,3.5 hp 4 stroke, TVO stage senses leaks and shuts down, capable of hot swap)
- Step Chalks
- Box of Cribbing (Various sizes)

**Officer side third compartment:**

- Carry-alls
- Tarps
- Floor runners
- Savage covers
- Hazmat bags

**RIT Bag:**

- X1 60 minute SCBA bottle (87 cubic ft of air at 4500psi)
- RIT Bag Containing:
  - X1 MMR
  - X1 SCBA Mask
  - X1 pair of trauma shears
  - X1 utility knife
  - X1 pair channel lock pliers
  - X1 pair tin snips
  - X1 heavy tow/haul strap 15', 12,000lbs)
  - X2 aluminum carabineers
  - X1 rope bag (150' 6mm kern mantel rope)

**Officerside middle drawer:**

- K4ool
- X1 4' pike pole with d handle
- X1 panic door unlock tool
- X1 36" bolt cutters (maximum cutting capacity of 7/16 hard metals and 9/16 soft metals, with replaceable cutting heads)
- X1 12lb Sledge hammer
- X1 33" pipe wrench
- X1 6lb pick head axe
- X1 6lb Flatheadaxe
- X2 utility knives
- X1 Fry bar
- X1 Crow bar

**Wheel compartments front and back:**

- X6 air cylinders (30 min, bottles each holding 45 cu/ft air)

**Officer second compartment:**

**Top Shelf:**

- X2 SOOw Portable scene lights
- X2 50' extension cords
- Pig tails/adapters

**Middle Shelf:**

- XI Dewalt Battery charger and spare battery
- Dremel tool
- XI II0v Reciprocating saw
- XI hard case containing two Reep saw blade pouches, drill bits.
- Milwaukee Reciprocating Saw

**Dewalt Cordless Tools**

- XI Drill
- XI Grinder
- X2 Reciprocating Saws
- XI Flashlight
- XI Circular Saw

**Bottom Shelf:**

- XI PPV Gas Fan (SuperVac Model 718g4-h, 7 bladed 18" airfoil propeller, 4 cycle 65 horsepower engine, rated at 15,590 cfm, 3535rpm, approx: 82lbs, 94 decibels at 7 meters, 110 minute runtime) 18 degree optimum operating angle @ 6'
- XI PPV Electric Fan (SuperVac 14,600 cfm)

**Officers side front compartment:**

- Pump Panel w 5' Intake, 5' Discharge, 2 1/2" Discharge
- Mounted cord reel 200' with Junction Box
- X2 Preconnects, 200', 1 1/2" hose lines with TFT Mid-Force nozzles (Both lines are foam capable)
- XI 2 1/2 gallon water/microblaze mix extinguisher (rated: 2A)
- XI 6' D-handled, fiberglass shaft, drywall hooks (AKA Cat's paw or plaster hook)
- X2 7 way spanners {couple hose, uncouple hose, natl puller, gas shutoff, door wedge, pry tool, striking tool}
- X2 LDH Spanners
- XI set of Irons

**Officer side rear cab compartment:**

- Tool Bag

**Officer side front cab compartment:**

- Officer Air Pak

**Up Top "Coffin" Compartment**

- X2 6', 8', 10' fiberglass handled pike poles
- Stokes Basket
- Stokes Basket rigging kit
- Back Board
- Tri-pod
- Water-vac with hoses
- X2 spade shovel
- X2 Square point shovel
- 5 gallon bucket of Absorbent
- 5 gallon bucket rehab mister fan
- Pop up shade tent

**UP Top Small Compartment**

- Sump-pump (Positive displacement pump uses a geared mechanism for water movement, cannot plug discharge hose while operating, 120 gal. per hr. 10' max height)
- 50' section of 1 1/2" for sump-pump
- Visqueen

**Ladder Rack**

- X1 33' 3 section ladder
- X1 14' roof ladder
- X1 10' folding attic ladder
- X1 10', 8', 6' fiberglass handled pike pole

**Hose Bed**

- 1,000' of 3" LOH
- 200' of lightweight 2 1/2" preconnected triple stack load with attached 7 way bale adjustable pattern automatic fog nozzle (50-350gpm @ 100psi)
- 800' of lightweight 2 1/2" hose.

**Pre-connects**

- X2 200', 1 1/2" hose lines with TFF Mid-Force nozzles (Both lines are foam capable)

**Inside Cab**

**Roll-up cabinet in FF area**

- X1 AC Hotstick (3 settings: high/low) sensitivity & front focused, AC Frequencies of 20 - 100 Hz, Intrinsically safe PVC housing theoretically able to withstand a 50,000 volt shock)
- X2 signal light sticks (one red, one yellow)
- X1 SCBA Mask bag with 3 smoke detectors and a spare 9 volt battery
- Heat Gun/Electrical sensor
- X1 Thermal Imaging Camera (TIC: SCOTT Eagle Imager 160, 4.2 lbs., 4" LCD screen, three mode 'twist change': hands free, hands on, and crawl. 1100 degree dynamic range, Made of HHRP Heat & hit resistant polymer, 'twist change' battery approx. 4 hr service life)
- TIF Combustible Gas Detector (Visual and Audible indicators, variable sensitivity as low as 5ppm (gasoline), 30 second warm up time, instantaneous response time, Approx. 4 hour run-time battery life, 15" probe, 16 oz weight, operating temp range 32-125 degrees F, 4.8v rechargeable Ni-Cad batteries)
- Q-ray 4 gas monitor (with battery charger)

Gas	Low Alarm	High Alarm
O2	19.5%	23.5%
CO	35 ppm	70 ppm
H2S	10 ppm	20 ppm
LEL (Calibrated to Pentane)	10%	20%

- Digital Camera
- N95 masks
- Chempro Chemical detector
- TIC battery charging station with spare TIC battery

**Netted Storage Area**

**Top Shelf**

- AED with adult and Peds pads
- X1 spare O2 cylinder
- X1 spare c-collar
- Air Splints

- C-Collar Bag (four adult collars, four ped collars, Trauma shears, 2' medical tape, set of head blocks)
- Orange Med kit

Bottom Shelf

- O2/airway kit
- Rope bag with 150' Kern Mantle Static life safety rope 1/2" diameter 3:1

Apparatus specifications

- Crimson engine/Spartan Chassis
- 500gpm Waterous pump (6 large diameter discharges at 250gpm)
- 500 gallon water tank
- X2 20 gallon foam tanks (X1 US foam class A/B, X1 Microblaze)
- Apparatus length'

## Hammer 22 Inventory-

### Left Front:

- Misc. Light Rubber Overbooties
- Green Chemical Resistant Boots
- Cotton Long Underwear
- Neoprene Overgloves
- Nitrile & Latex Undergloves
- 8 x Level A Suits
- 11 x Level B Suits
- Level C Suits
- Nomex Coverall's
- Terry Rags
- Chem Tape
- Various Helmets

### Center Compartment: (Over the wheel, can be accessed from either side)

- Awning Rod
- 3 x D-Handled Flat Head Shovels
- 1 x Grain Scoop
- Long Handled Spade Head Shovel
- Push Broom
- 3M Surgical Masks
- APR Respirator
- Decou Shelter (1)
- Decou Shower (2)
- Portable Heater (Salamander)
- Level C
- 8 x Plastic Stools
- Scott Air Purifying Filters
- 10 x Meth-Lab Filters
- Scott Mask Adapters
- Scott Mask Radios
- Scott SCBA Masks
- Air Pump (2)
- Chem. Class Test Kit
- Containment Pools
- Radiation Detection Kit
- Drum Pump
- Haz Cat Test Kit (1)
- Mercury Test Kit (1)
- Plastic Sheeting
- Camera + Tripod
- Reference Box (Books)
- Drager Gas Detector

- Various Hand Tools
- Medical Kit

**Left Rear:**

- 250 lbs. Absorbent (Kitty Litter)
- 4 x 1hr Scott SCBA's

- Large Non-Sparking Hand Tools (Sledge/Axe/Pipe Wrench/Adjustable Crescent)

**Right Front:**

- Misc. Buckets
- Decon Solutions (Soaps etc..)
- File Cabinet
- Rehab. Water
- 2 x Handlights
- Tool Box w/Handtools
- 100' Garden Hose
- Laptop
- Decon Manifold + Nozzles
- Medical Assessment Gear (Scales etc..)
- Privacy Gowns
- Misc. Personal Privacy Gear
- Plastic/Bags
- RAE PID Tester
- 2 x Utility Rope
- 6 x Scrub Brushes
- Tools
- 2 x Weed Sprayers

**Right Rear:**

- Overpack Drums
- Electrical Cord Reel
- Hot Water Heater
- Misc. Patching Material
- Submersible Pump
- 9 x Traffic Cones
- Portable Halogen Lights

**Dunnage:**

- Kerosene
- Sea Sweep
- Absorbent Pellets
- Absorbent Booms
- 4 x Dome Clamps
- 2 x Drum/Tank Patch
- 3 x Plastic Tarps
- Outer Proximity Suits
- PVC Pipe
- Spare Propane Bottle

**Misc.:**

**-2 x 1hr SCBA Bottles on Each Side**





**Squirt 23 (#6490)**  
**Station 23: Acoma Station**  
**4830 S. Acoma**  
**Office: 3/762-2482**



**DOE Side**

**Front Upper compartment:**

- DOE headset, 2- guide flashlights, 2 helmets (Rear tall board left side)
- Airpack with cylinder
- 6 lb. flat head axe
- Halligan tool
- 10 lb. sledge hammer
- Personal rope bag (approx. 60' of 7mm static kern mantel rope)
- "Yak Trax" shoe chains
- Spare mask (AV3000)
- Red Tool box
- Duct tape
- Lock out/ tag out kit
- K-tool unlock kit
- Can of dry lube
- David Clark headset connection
- K-12 Stihl TS-400 1xMetal and 2xMasonry Blades 5400 RPM (RR upper compartment)

**Front Lower Compartment:**

- Dead blow shot mallet (On the door)
- 2- 7 way spanners (On the door)
- 1- multi-use hydrant wrench (On the door)
- 1- 18" Steel Pipe wrench (On the door)
- 1- 2 ½" gate valve
- 1- 19 ½' long 2 ½" stinger section of hose (upper hose bed)
- 3- 5" storz to 2 ½" female reducer (2-flat, 1 with elbow)
- 1- Foam Jet nozzle (FJ= Foam Jet, LX= Low Expansion, HM= Mid Force Hand Line)
- 1- 2 ½" to 2 ½" Siamese
- 2- 2 ½" to 1 ½" gated wyes
- 1- Bressnan Distributor Nozzle (aka cellar nozzle, 9 holes 6 @ 13/16", 3 @ ½", 480 gpm @ 100 psi, 18' broken stream radius)
- 2 ½" to 1 ½" reducer National Hose thread
- 1- 1 ½" National Hose thread Double Male
- 1- 1 ½" National Hose thread Double Female
- 2- 1 ½" National Pipe Female thread to National Hose Male thread
- 2- 1 ½" National Hose Female thread to National Pipe Male thread
- 2 ½" TFT 7 position ball valve bale, smooth bore handline, at 50 psi
  - 1" tip (210 gpm)
  - 1 1/8" (266 gpm)
  - 1 ¼" (328 gpm)
- 2 ½" TFT 7 position ball valve bale, smooth bore, with 1 1/8" tip (266 gpm)
- 1 ½" (for 1 ½" hand lines) TFT 7 position slider valve bale, combination nozzle, straight stream and fog stream @ 100 psi, standard pressure @ 70-200 gpm, Low pressure @ 30- 70 gpm
- 2 ½" TFT 7 position ball valve combination nozzle, straight stream and fog stream @ 100 psi, 50-350 gpm
- 1- 5" hydrant cap
- 4- 2 ½" double males
- 4- 2 ½" double females
- 1- 2 ½" to garden hose reducer

- 50' section of cotton jacketed garden hose
- 2- 7 way spanners
- 2- LDH spanners / large multi use spanners
- 2 1/4" Master Stream Smooth Bore tips 80 PSI
  - 1 3/8" (502 gpm)
  - 1 1/2" (598 gpm)
  - 1 3/4" (814 gpm)
  - 2" (1063 gpm)
- 3-1 1/2" rubber gaskets
- 5- 2 1/2" rubber gaskets
- 3 hose straps
- Circuit panel for mounted lights and outlets (on wall)
- Spare key in "hide-a-key" box (on wall)

#### Upper Middle:

- **Rit Bag** (utility knife, trauma sheers, 145' of 6mm static kern mantel rope, yellow rescue strap, 8" channel lock pliers, tin sheers, 5' orange loop webbing, mask with MMR, double male air adapter, 5 1/2' UAC connection, 60 minute carbon wrapped air bottle=87 cubic feet of air, 3 carabineers 4500 lb max.)
- 162' long 1/2" diameter lifeline with Z-rig setup

#### Black bag of webbing

- 2-20' (yellow) lengths of tubular webbing
- 4-15' (blue) lengths of tubular webbing
- 3-5' (green) lengths of tubular webbing
- 1 yellow anchor strap (9'-8,000 lb max) with d-rings
- 1 blue bungee web
- 1-6' flat webbing strap with hooks and tensionor

#### Black mesh bag of prusik and carabineers

- |  |                 |
|--|-----------------|
| • 5-"8" plate                              | 3- 20' yellow   |
| • 6-2' prusik loops                        | 5- 15' black    |
| • 2 small rescue pulleys (blue and purple) | 1- 5' green     |
| • 1 large prusik minding pulley (red)      | 2- 15' 2" black |
| • 7- Carabineers (4100 kg max)             | 6- 10' red      |
| • Grey webbing bag                         |                 |
| • 2-5' green webbing                       |                 |
| • 3-10' red webbing                        |                 |
| • 6-15' blue webbing                       |                 |
| • 4-20' yellow webbing                     |                 |
| • 3-10' XL anchor straps                   |                 |

#### Orange bag of prusiks and carabineers

- 18- 2' prusik loops (5 orange, 5 purple, 7 green)
- 3- "8" plates
- 2 red prusik minding pulleys
- 2 small rescue pulleys (blue and purple)
- 21 carabineers (2-4,100 KG, 1-9,000 lb, 2-45 KN, 7-72 KN, 2 not marked)
- 2 red rope rollers with 2 carabineers (linked together)

#### Large Black "SCOTT" bag

- 4 green level B hazmat suits
- Chem tape
- 4 blue barrier jumpsuits
- 4 SCOTT air purifying cartridges
- green nitrile gloves

- brown containment bags
- 3 tubes of repair putty epoxy
- 4 pair of yellow splash protection booties
- Roll of black trash bags

**Lower Rear:**

- PPV/PPA (Fan Honda 5.5 hp, 4 stroke, PPV/PPA Fan, 7 bladed 18" airfoil propeller, 14,800 cfm, Model #71864H, 18 degree optimum operating angle @ 6', 10-15 psi tires)
- Pre-mix fuel cans (50:1 mix for saws)
- Red fuel can (gas for 4 stroke engines)
- Bar oil (upper compartment)
- Funnel (upper compartment)
- White rags (upper compartment)
- 4 yellow door chocks on fan

**Upper Rear:**

- Chain saw with Carbide tipped chain (Stihl MS 460, 3 in a row or 6 total, 2,500 rpm idle speed)
- Rotary saw with steel blade (Stihl TS 400, 5350 RPM, auto tensionor inboard/outboard blade position)
- Coffee can full of plug and dyke (right rear upper compartment)
- 2 extendable broom handles
- TFT Piercing nozzle (7 position ball valve, 125gpm @ 100psi, Maximum operating pressure of 200 psi, capable of penetrating one layer cinderblock, two layers brick, 3/4" plywood or 1/16" thick steel plate)
- 1 black bag with 2 part putty, bees wax, various diameter wooden plugs (right rear upper compartment)
- 2 rolls of yellow "fire line tape"
- 4 broom heads
- Stihl saw wrench/ flat head screw driver
- 2- 4' shovels (1 flat, 1 spade tip)
- Roll of red "DANGER" barrier tape
- 1 spare bullet chain in box
- 1 yellow tub of gojo hand cleaner
- black trash bags
- duct tape
- Chem Tape

**Officer's side:**

**Rear top compartment:**

- 5x5 carry all 4 handle
- 11x16 salvage cover
- 5x18 Floor Runner
- 10 x 24 blue tarp
- 10 x 25 visqueen ( plastic sheet)
- 100' extension cord
- 2 - 25' extension cords
- 500 watt portable lights x2
- junction boxes
- 24"/36" bolt cutters
- Sampson hose clamp (up to 2" hose to 150-300 psi flowing, 200psi non-flowing. Up to 3" 100-500 psi flowing, 125 non flowing)
- Cooper hose jacket (max operating pressure 150psi)
- Box with drill bits, paddle bits, screw driver tips
- 2- hay/mattress hooks
- Dewalt 20 volt , 2 speed, 18 setting, cordless Dewalt drill
- Drill Bits
- Dewalt 28 volt single speed recip saw (DC315)
- Husky socket set (upper left engineer compartment)

- 4' fiberglass d-handled pike pole
- 100' cord reel
- Hose roller w/ tie off rope
- Ice Melt

#### Rear bottom compartment:

- 2.5 gallon water extinguisher 100 PSI 2A, B
- Hydrant bag: storz with threaded 5", Denver threaded 5", hydrant wrench, 14" bolt cutters, 2.5" NH double male/ double female, 2.5" hydrant cap, 2.5" discharge" intake cap, 2 LDH spanners, 2- 7 way spanners,
- 50' 2.5" to go with high rise pack
- High rise pack: 3' section of light weight 2 ½" hose to gated wye to 100' light weight 1 ½" hose to a Task Force Tip Mid Force automatic fog nozzle (70-200 gpm @ 100 psi w/low flow setting of 30 to 70psi), X1 NH to NP 1 ½" adaptor, X1 NP to NH 1 ½" adaptor, X2 7 way spanners, X1 10" pipe wrench
- Dry Sweep/Trash Bags

#### Forward bottom compartment

- Amkus power unit: 4HP Honda (Model P554-Amkus Model C, Mineral based hydraulic fluid, 2 gal reservoir, 114 lbs, roll cage, two stage high pressure system 10,500 PSI)
- Ram 30R (19.3" retracted, 29.1" extended, 30,650lbs push force, 14,400lbs pull force)
- rocker channel cover for ram use

#### Forward top compartment

- 1-K-tool (upper engineers compartment left) 1-A-tool
- 1-pry axe
- Irons
- pick-head axe
- Officers SCBA
- Combi tool: C 15 ( 15.5" spread, 13,100 lbs spread force, 7" opening, 57,000 lbs cutting force, 10,500 input, D-ring handled)

#### Rear of Squirt

- Right side- 10:BC Carbon dioxide extinguisher
  - Class III Harnesses x5
  - 3- Ladder Belts
- Left side- 10: A 80: BC dry chem. Extinguisher
  - Tech rescue helmets x2
  - Light sticks x2
- 6-traffic cones
- David Clark headset connection

#### Top of Squirt

- 24' Extension Ladder
- 14' Roof Ladder
- 10' Attic Ladder
- 10' Pike Pole
- 5' Plaster Hook
- Cribbing
- High rise pack with carabineer for ladder tip attachment
- 2.5" pony section
- 5" pony section
- 10K onan generator

**Cab:**

- X1 FLIR-TIC w/ extra battery
- Q-ray 4 gas monitor (with battery charger)

Gas	Low Alarm	High Alarm
O2	19.5%	23.5%
CO	35 ppm	70 ppm
H2S	10 ppm	20 ppm
LEL (Calibrated to Pentane)	10%	20%

- TIF Combustible Gas Detector (Visual and Audible indicators, variable sensitivity as low as 5ppm (gasoline), 30 second warm up time, instantaneous response-time, Approx. 4 hour run-time battery life, 15" probe, 16 oz weight, operating temp range 32-125 degrees F, 4.8v rechargeable NI-Cad batteries)
- Orange Med Kit
- Airway Bag
- AED
- Intubation Kit
- Pub Ed kit
- Backboard
- C-Collar
- X1 AC Hotstick (3 settings: high/low sensitivity & front focused. AC Frequencies of 20 – 100 Hz, Intrinsically safe PVC housing theoretically able to withstand a 50,000 volt shock)
- Spare O2 Bottle
- N-95 Respirators
- Radiac Plus

**Squirt Specs**

**Aerial General:**

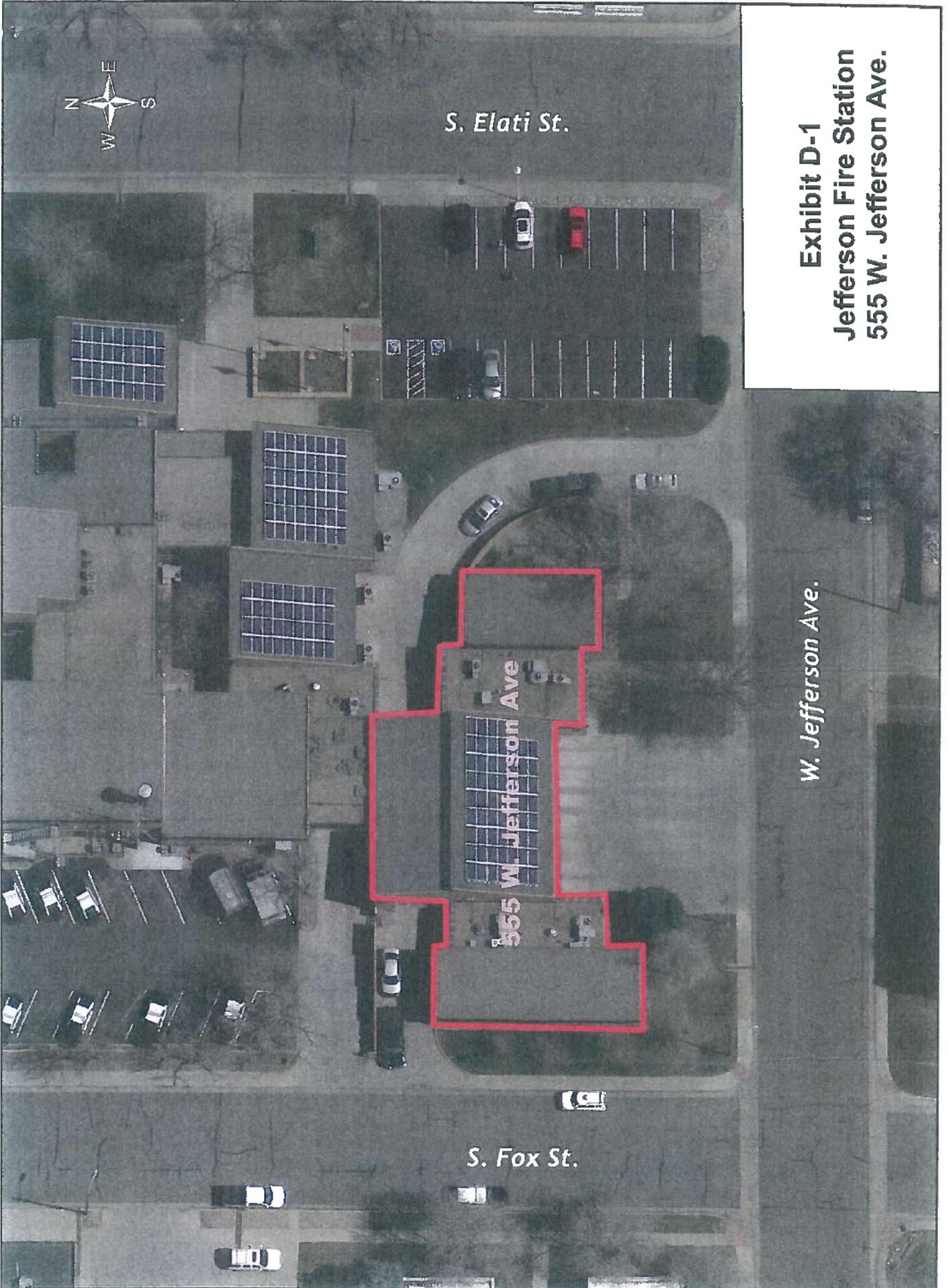
- Vertical Reach 65' @ 75 degrees (recommended) capable of 85 degrees
- Horizontal 60' up to -9 degrees below grade
- Rotation 360 degrees continuous, Shear ball bearing 33" turn-table
- Weight capacity 500 lbs at above 45 degrees, 250 lbs at below 45 degrees

**Nozzle General:**

- Flow capacity 300 to 1000 GPM @ 85 to 100psi
- Vertical travel 200 degrees
- Horizontal travel 180 degrees

**Hose:**

- 800' of 5" supply line
- 1200' of 2.5" accordion loaded
- 200' of 2.5" triple load with 2.5" fog nozzle 50-350gpm at 100 psi
- 200' of 1.75" cross-lay 1 foam capable
- 200' of 1.75" cross-lay 2
- 100' bumper line foam capable



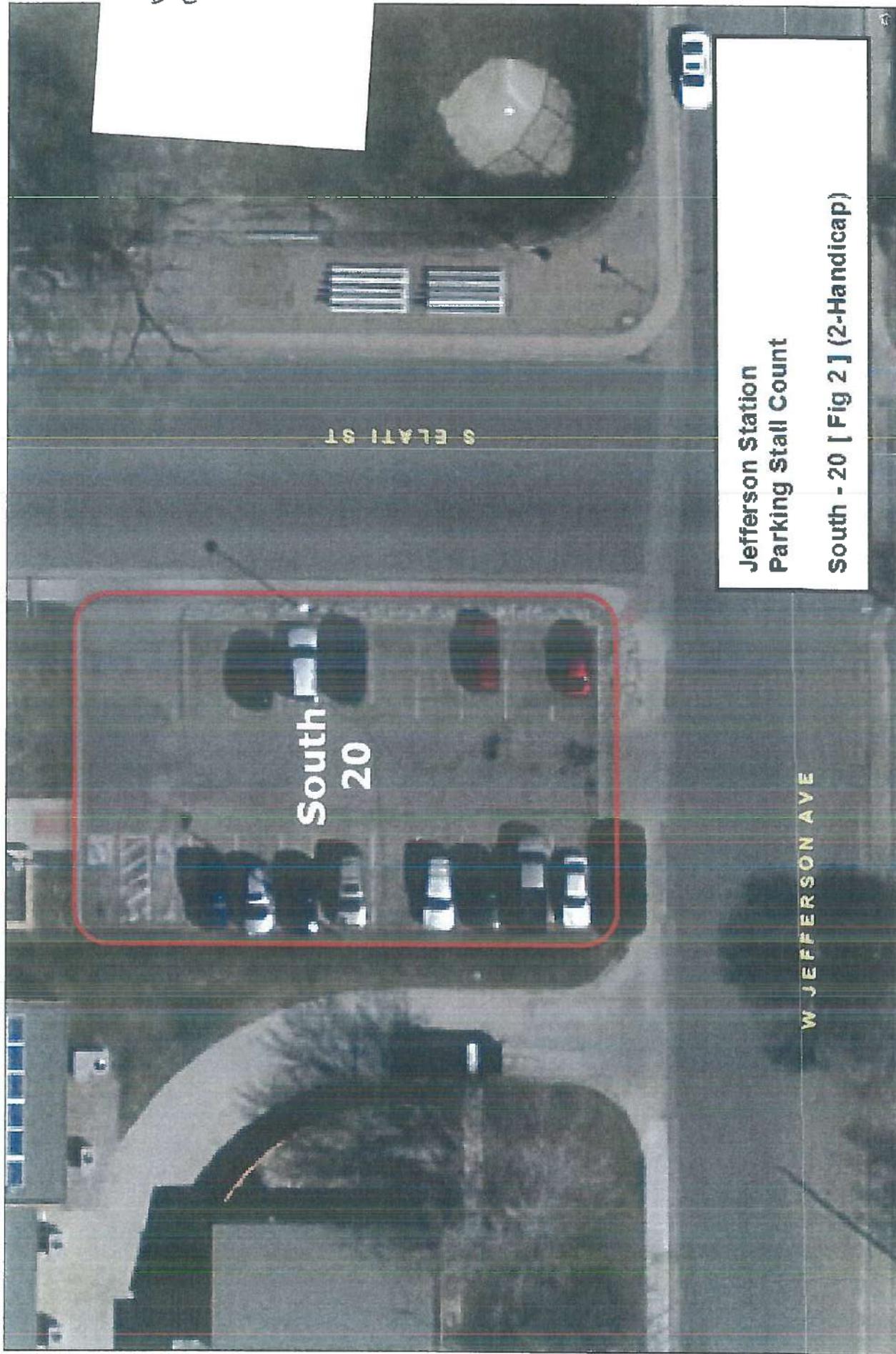
**Exhibit D-1**  
**Jefferson Fire Station**  
**555 W. Jefferson Ave.**

*W. Jefferson Ave.*

*S. Elati St.*

*S. Fox St.*

D-2



**Jefferson Station  
Parking Stall Count  
South - 20 [ Fig 2 ] (2-Handicap)**

1 inch = 25 feet

The accuracy of the data within this map is not to be leveraged 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.





S. Broadway

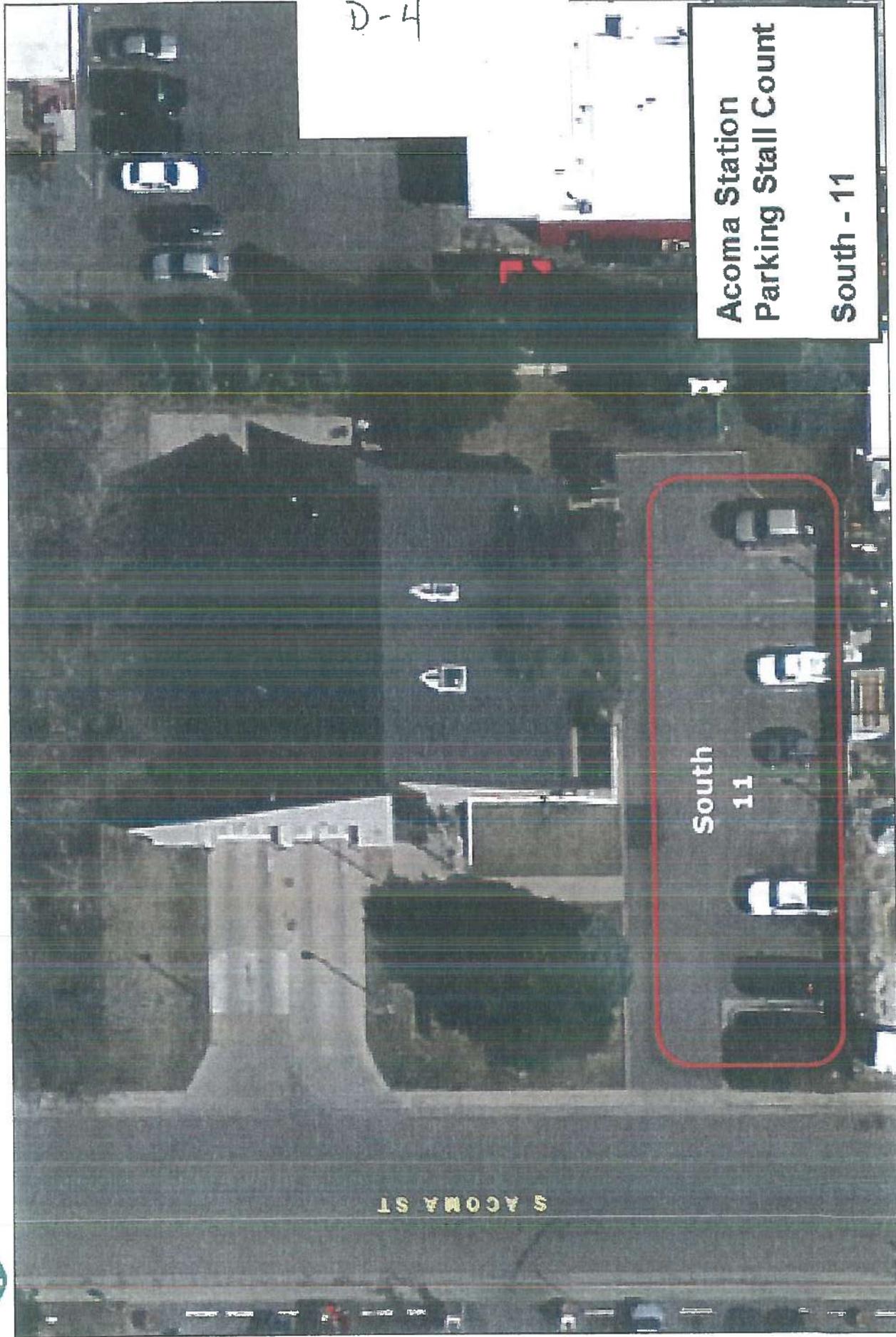
W. Layton Ave.

4830 S.  
Acoma St.



**Exhibit D-3**  
**Acoma Fire Station**  
**4830 S. Acoma St.**

S. Acoma St.



D-4

South  
11

Acoma Station  
Parking Stall Count

South - 11

1 inch = 25 feet

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**EXHIBIT E**  
**ENGLEWOOD PAYMENTS TO DENVER 2015 – 2035**

Starting Yr/Mo	Ending Yr/Mo	Monthly Amount	Annualized	Starting & Annual \$ increase	Annual % Increase
Jun-15	Dec-15	\$441,667	\$3,091,667	\$5,300,000	2%
Jan-16	Dec-16	\$ 450,500	\$5,406,000	\$106,000	3%
Jan-17	Dec-17	\$ 464,015	\$5,568,180	\$162,180	3%
Jan-18	Dec-18	\$ 477,935	\$5,735,225	\$167,045	3%
Jan-19	Dec-19	\$ 492,274	\$5,907,282	\$172,057	3%
<b>Jan-20</b>	<b>Dec-20</b>	<b>\$ 507,042</b>	<b>\$6,084,501</b>	<b>\$177,218</b>	<b>3%</b>
Jan-21	Dec-21	\$ 522,253	\$6,267,036	\$182,535	3%
Jan-22	Dec-22	\$ 537,921	\$6,455,047	\$188,011	3%
Jan-23	Dec-23	\$ 554,058	\$6,648,698	\$193,651	3%
Jan-24	Dec-24	\$ 570,680	\$6,848,159	\$199,461	3%
<b>Jan-25</b>	<b>Dec-25</b>	<b>\$ 587,800</b>	<b>\$7,053,604</b>	<b>\$205,445</b>	<b>3%</b>
Jan-26	Dec-26	\$ 605,434	\$7,265,212	\$211,608	3%
Jan-27	Dec-27	\$ 623,597	\$7,483,168	\$217,956	3%
Jan-28	Dec-28	\$ 642,305	\$7,707,663	\$224,495	3%
Jan-29	Dec-29	\$ 661,574	\$7,938,893	\$231,230	3%
<b>Jan-30</b>	<b>Dec-30</b>	<b>\$ 681,422</b>	<b>\$8,177,060</b>	<b>\$238,167</b>	<b>3%</b>
Jan-31	Dec-31	\$ 701,864	\$8,422,372	\$245,312	3%
Jan-32	Dec-32	\$ 722,920	\$8,675,043	\$252,671	3%
Jan-33	Dec-33	\$ 744,608	\$8,935,294	\$260,251	3%
Jan-34	Dec-34	\$ 766,946	\$9,203,353	\$268,059	3%
<b>Jan-35</b>	<b>Dec-35</b>	<b>\$ 789,954</b>	<b>\$9,479,454</b>	<b>\$276,101</b>	<b>3%</b>



# Denver Fire IGA

## Actual Distribution

---

6353 2009 Chevrolet Cut Away CC4V042  
6354 2012 Dodge Ambulance  
6488 2000 American La France Pumper  
6493 2002 American La France Pumper  
6490 2001 American La France Squirt  
6494 2003 Freightliner M2106  
6499 2005 Freightliner M2 Hazmat  
6503 2008 Chevrolet Silverado 2500  
6504 2009 Bauer TCOM-25 Trailer/Compressor  
6501 2007 Crimson Pumper  
6502 2007 Crimson Heavy Rescue Pumper

### Jefferon Station

(1) 4'X9' dining table  
(8) dining chairs  
(7) recliners  
(1) side by side stainless steel refrigerator  
(1) electric range with oven  
(1) stainless steel dishwasher  
(1) full set of pots and pans  
(1) full set of kitchen utensils  
(1) full set of silverware  
(1) microwave oven  
(1) 54" flat screen television (purchased by local 1736)  
(1) natural gas grill  
(1) large rolling tool chest with tools  
office furniture in BC's office  
Cubicle style office furniture in Lt.'s office  
(27) mattresses all in Murphy beds  
John Deere lawn tractor used for plowing snow

### Acoma Station

(1) 4'x7' dining table  
(6) heavy wooden dining chairs  
(5) recliners  
(1) side by side refrigerator  
(1) stainless steel dishwasher  
(1) gas range with oven  
(1) full set of pots and pans  
(1) full set of kitchen utensils  
(1) full set of silverware

(1) microwave oven  
(1) 42" flat screen television (purchased by COE)  
(1) natural gas grill  
office furniture  
(15) mattresses in Murphy beds  
(24) Nex-Gen7 4.5 SCBA packs (UASI grant)  
(72) 1/2 hour carbon fiber wrapped cylinders (UASI grant)  
(8) 1 hour carbon fiber wrapped cylinders (UASI grant)  
(60) various size AV-3000 masks  
(55) CBRN MMR's  
(1) Porta-Count fit tester for SCBA  
(1) Posi-Check MMR calibration equipment for SCBA  
Spare SCBA parts inventory

#### **Tejon Station**

(1) full set of pots and pans  
(1) full set of kitchen utensils  
(1) full set of silverware  
6 bottle cascade system  
Auto RAE calibration unit for gas detectors

#### **Miscellaneous**

100 sets of bunker gear  
60 helmets  
miscellaneous gloves, hoods  
80 gallons of MicroBlaze foam  
50 gallons of A/B foam  
Servicenter proprietary parts for apparatus  
Horn, Air Kit Repair  
Horn Air  
**6488**  
4 x Engine Keys  
Elevator keys ERG  
Run Books  
Backboard  
Carry all  
C-Spine Material  
1/2" Static line in 2: Configuration - 200ft.  
Non-Latex Gloves  
*Engineer's 1*  
Spare Engine Key  
1 x AP 50  
Halligan  
Flat Head Axe (8lb) Spare  
Mask/MMR

*Engineer's 2*

Breaker Box

Foam Aspirating Nozzle 2

1/2" Fog Nozzle

2 1/2" Solid Bore Handline Nozzle

2 1/2" Stacked tips for Deck Gun (1 3/8", 1 1/2", 1", 3/4", 2")

Gated Wye

2 1/2" Siamese

2 x Storz Adapters (Female on 2 1/2" Side)

2 1/2" to 1" Adapter

Trash Line with Garden Nozzle

2 x Hay Hooks

2 1/2" Double Male x 3 / Double Female Adapters x 3

1 3/4" Double Male x 2 / Double Female Adapters x 2

Flat Spanner Wrenches x 2

Dead Blow Shot Mallet (3lb)

18" Pipe Wrench

Hydrant Wrench

7 Way Spanners x 3

spare 2 1/2" Gasket

*Engineer's 3*

2 x Broom Heads

2 x Extendable Broom Handles

Flat Head Shovel

31" Bolt Cutters

Cheap Ratchet Set

Piercing Nozzle

Hose Roller

*Engineer's 4*

Empty

*Rear Roll Up*

Sampson Clamp

Cones

Cooper Hose Jacket

5" Pony Section

2 1/2" to 5" Storz Siamese

Monitor Base

Hydrant Bag

Storz Adapter, Wrench, Littleton Wrench, 2 Spanners

2 1/2" Cap, 2 1/2" Dbl. Fem, 2 1/2" Dbl. Male

Denver Thread Adapter

Cones

10 B/C CO2 Extinguisher

*Officer's 4*

20 - A / 120-B/C Dry Chem Extinguisher

2-A APW (Water Can)

Fan Fuel

6.5 hp Honda PPV Fan

9ft. Exhaust Hose

*Officer's 3*

Large Canvas Tarp

Carry all

Small Vinyl Salvage Cover

Reflective Tarp

Black Haz Mat Bag

50ft Bundle Electrical Cord

2x Portable Halogen Lights (500w)

*Officer's 2*

Pick Head Axe

Haligan

Flat Head Axe (8lb)

Pry-Axe

A-Tool

K-Tool and through lock set

*Officer's 1*

Empty

*Misc:*

4 x Spanners on Outside Rear

4 x Spanners on Outside Officer's Side

2 x 7-Way Spanners + Hydrant Wrench on Officer's Side

*Hose Loads:*

Bumper Line = 100 ft. x 1 3/4 " Single Jacket/Fog Nozzle

Cross Lays = 200 ft. x 1 3/4" Double Jacket/Fog Nozzle

Supply = 1000' x 5" / 800' x 2 1/2" (reverse lay)

Bomberlines = 2 x 200", 2 1/2" + Smooth Bore Nozzle and Fog

*Dunnage:*

8.5kW Hydraulic Generator

500 gal Water

40gal Foam Concentrate

5 gal Bucket Kitty Litter

5 gal Bucket Dirt

Removable Deck Gun/ Monitor (Fog Nozzle)

2 x 6ft Drywall Hooks

14ft Roof Ladder

24 ft Extension Ladder

10 ft Attic Ladder

10 Ft Pike Pole

1 x Telescoping 1500 W Halogen Light Per side

2 x 500 W Halgoen Lights per Side

**6493**

*Cab:*

4 x Engine Keys

ERG

Run Books

Backboard

*Cabinet:*

Carry All

C-Spine Material

1/2" Static Line in 2: I Configuration- 200ft.

Non-Latex Gloves

*Engineer's 1:*

Spare Engine Key

1 x AP 50

Halligan

Flat Head Axe (8lb)

*Engineer's 2:*

Breaker Box

Foam Aspirating Nozzle

2 1/2" Fog Nozzle

2 1/2" Solid Bore Handline Nozzle

2 1/2" Stacked Tips for Deck Gun (1 3/8", 1 1/2", 1 3/4", 2")

Gated Wye

2 1/2" Siamese

2 x Storz Adapters (Female on 2 1/2" Side)

2 1/2" to 1" Adapter

Trash Line with Garden Nozzle

2 x Hay Hooks

2 Yz" Double Male x 3 I Double Female Adapters x 3

1 3/4" Double Male x 2/ Double Female Adapters x 2

Flat Spanner Wrenches x 2

Dead Blow Shot Mallet (3lb)

18" Pipe Wrench

Hydrant Wrench

7- Way Spanners x 3

Spare 2 1/2" Gasket

*Engineer's 3:*

2 x Broom Heads

2 x Extendable Broom Handles

Flat Head Shovel

Spade Head Shovel  
31" Bolt Cutters  
Cheap Ratchet Set  
Hose Roller  
*Engineer's 4:*  
Fan Fuel  
6.5 hp Honda PPV Fan  
*Rear Roll Up:*  
Sampson Clamp  
Cones  
5" Pony Section  
2 1/2" to 5" Storz Siamese  
Monitor Base  
Hydrant Bag  
Storz Adapter, Wrench, Littleton Wrench, 2 Spanners  
Dbl Fem, 2 1/2" Dbl. Male, Denver Thread Adapter  
10 B/C CO2 Extinguisher  
*Officer's 4:*  
20-A / 120-B/C Dry Chem Extinguisher  
2-A APW (Water Can)  
2x 50' 2 1/2  
*Officer's 3:*  
Large Canvas Tarp  
Carry All  
Small Vinyl Salvage Cover  
Black Haz-Mat Bag  
50ft Bundle Electrical Cord  
2x Portable Halogen Lights (500W)  
*Officer's 2:*  
Pick Head Axe  
Halligan  
Flat Head Axe (Sib.)  
Pry-Axe  
A-Tool  
K-tool and through the lock set  
*Officer's 1:*  
Empty  
*Misc:*  
4 x Spanners on Outside Rear  
4 x Spanners on Outside Officer's Side  
2 x 7-Way Spanners+ Hydrant Wrench on Officer's Side Panel  
*Hose Loads:*  
Bumper Line= 100ft. x 1 3/4" Single Jacket I Fog Nozzle (Foam Capable)

Cross Lays= 200ft. x 1 3/4" Double Jacket Fog Nozzle (Front Only= Foam Supply = 1000' x 5" / 800' x 2 1/2" (reverse lay)

Bomberlines = 2 x 200", 2 1/2" + Smooth Bore Nozzle and Fog

*Dunnage:*

8.5 kW Hydraulic Generator

500gal Water

40gal Foam Concentrate

5gal Bucket Kitty Litter

5gal Bucket Dirt

Removable Deck Gun Monitor (Fog Nozzle)

2 x 6ft Drywall Hooks

14ft Roof Ladder

24ft Extension Ladder

10ft Attic Ladder

10ft Pike Pole

1 x Telescoping 1500W Halogen Light per Side

2 x 500W Halogen Lights per Side

**Utility Truck 6494**

*Passenger Side Front Tall:*

12 Scott Low Pressure 30min. Air bottles

*Passenger Side Mid Tall 1:*

3 Scott Low Pressure 60min. Air Bottles

12 Volt Power Supply/Jump start Kit

2 Sets of tires chains

1 small blue tarp

*Passenger Side Mid Tall 2:*

3 spade shovels

1 tool box w/ misc. hand tools

1 Junction box

*Passenger Side Wheel Well Double Door:*

1 pick head ax

2 flat shovels

1 grain shovel

1 rake

4 sets of coveralls

Kalina Case with Nikon camera w/ flash

*Passenger Side Back Tall:*

1 small scene light

Arson Kit containing:

Large can

Small can

Quart Jar

Pint Jar

Small Jar  
Tire gauge  
Alcohol  
Paper Towels  
Disposable gloves  
Tools  
Putty knife  
Vapor Seal Bags  
Ruler/Tape  
Camera  
Film  
Syringes  
Property sheets  
Lables  
Evidence Tape  
Bottle w/ rubber stopper  
Fire Scene tape  
*Bed of Truck:*  
Wheelbarrow  
K2100/120/15A/single McGraw-Edison Power Unit  
MDG Fog smoke Gen  
*Driver Side Front Tall:*  
2 Rescue Bag's EACH Containing:  
Class 3 Harness  
Set knee pads  
Helmet with Light  
Roll duct tape  
Radio harness  
Gloves  
150' hardline  
200' of rope  
*Equipment Bag 1:*  
4 coveralls  
2 sets knee pads  
2 sets elbow pads  
4 radio harnesses  
2 flashlights  
2 hard hat  
2 sets leather gloves  
*Equipment Bag 2:*  
Four 50' hard line  
*Equipment Bag 3:*  
Two 50' Hardline

Two 100' Hardline

*Driver Side Mid Tall 1:*

One High Pressure Kart with 2 bottles and necessary hardware.

Application manuals and protocol books

*Driver Side Mid Tall 2:*

3 pigtails

2 tri-pod scene lights

*Driver Side Back Tall:*

Foam Inductor

100' Cord

**Engine 21 6501**

*DOE outside cab front compartment*

X1 radio lapel

X2 spare mask

X2 spare MMR

*DOE outside cab rear compartment*

Rags

X1 silicone lubricant

Spare headset

# 1121" plate

Scene light controller

*DOE side front compartment*

x1 SCBA

x1 personal rope bag (60' 8mm static kern mantel rope, daisy chain 1" webbing and aluminum carabir 23kN)

x1 Foam Jet~Lx tip {Foam aspirator, Foam Jet-low Expansicm~Mid Force Hand line} FJ-LX~HM

x1 1 1/8" Smooth bore nozzle w/1 1/2" breakaway (1 1/8": 266gpm @ 50psi)

x1 gated wye (ball valve) 2 1/2" to double 1 3/4"

X12 W' Task Force tip Hand line adjustable pattern automatic fog nozzle (95~300gpm @ 100psi)

x1 2 1/2" gate valve

x2 mattress hooks (hay hooks)

x1 Siamese (double 2 1/2" to single 2 1/2")

x1 smooth bore nozzle w/1", 1 1/8", 1 1/4" orifice (210gpm, 266gpm, 328gpm @ 50psi)

X1 garden hose (100', for decontamination operations)

X1 duel 2" to stortz (monitor base/Siamese)

X1 stortz to 2 1/2" reducer/expander

X1 Hydrant wrench

X1 mallet (dead blow)

Smooth bore master orifices: 1 3/8", 1 1/2", 1 3/4", 2" +stream straightener (502gpm, 598gpm, 814gpm)

x2 LDH spanners

x1 set of irons (X1 Halligan, X1 6lb. fiberglass handled flat head axe)

bressnan distributor nozzle (AKA CeHar nozzle 9 holes, 480gpm @ 100psi, 18' broken stream radius, measurements: 3 @ 13/16" and 6 @ 1/2")

ADAPTERS: 1 1/2" cap, x 1 1 1/2"NH to NP (national hose to national pipe), x 1 1 1/2" NP to NH, x1 :  
duel female NH, x2 NH to NP, x1 2 1/2" smooth bore adaptor, x 5 2 1/2" duel male NH, x 5 2 1/2" due  
*Underneath*

X2 tire chucks ('bear traps')

*DOE side middle compartment:*

X1 5 gallon bucket w/absorbent

X1 3 1/2 gallon bucket w/ice melt

X1 Rehab cooler with water

X1 box repair putty sticks

X1 5 gallon bucket (empty/foam flush)

X1 coffee can plug and dyke

X1 7' foam fill/flush hose

X2 rolls garbage bags

Stihl MS 461 chain saw with bullet chain

Bar Oil

*DOE side middle drawer:*

X1 reel'Danger tape

X2 reel'Fire line' tape

X2 duct tape

X1 roll of chem tape

X161b fiberglass handled pick axe

X118" steel pipe wrench

X118" steel crescent wrench

X4 hose straps

X1 K~tool unlock kit,

X1 Hazmat & terrorism emergency response book

*Front rear wheel compartment*

X1 True Fuel

X1 packet of wipes

X1 funnel

X1 scoop

*Back rear wheel compartment*

Diesel fuel fill

Floor dry fill and dispense underneath apparatus behind rear left tire

*DOE side rear compartment*

X1 PPV Fan (SuperVac Model 718g4-h, 7 bladed 18" airfoil propeller, 4 cycle 6.5 horsepower engine, ra  
cfm, 3535rpm, approx: 821bs, 94 decibels at 7 meters, 110 minute runtime) 18 degree optimum ope

X1 Dewalt 20V drill & Sawzall

X1 Tool Box

X1 Husky ratchet set

X1 Dewalt 120 V Sawzall

X1 can liquid wrench silicon spray

X2 extendable brooms ( 4'-8', 5')

X1 expanding rake  
X1 flathead (square) shovel  
X1 spade shovel  
X1 piercing nozzle (125gpm@ 100psi, Maximum operating pressure of 200 psi, capable of penetrating cinderblock, two layers brick, 3/4" plywood or 1/16" thick steel plate)  
X1 13' little giant ladder (11' maximum working length, 300lbs capacity, NOT fire rated)

*Bag:*

X1 pouch of spare reciprocating saw blades  
X1 25' tape measure  
X1 20 V charger Dewalt

*Rear end compartment:*

X10 19" traffic cones  
X1 monitor base with tie off strap and Safe-Tak valve) \*do not use at less than 35 degrees\*  
Edge protection (Edge Pro)  
X1 25' 5" (LDH) Hose  
x1 10' stick 2 1/2" light weight hose  
X1 Sampson hose clamp (can be used with 1 1/2", 1 3/4", 2", 2 1/2", and 3" double jacketed woven apparatus and 5' from coupling, always stand upside of stream while clamping)

*Hydrant Bag:*

X 1 5"/stortz adaptor  
X1 5" Denver thread adaptor  
X1 2 1/2" to double 1 1/2" gated wye  
X1 1 1/2" NH to NP adapter  
X1 1 1/2" NP to NH adapter  
Hydrant wrench  
Littleton Hydrant wrench  
X2 7 way spanners (couple hose, uncouple hose, nail puller, gas shutoff, door wedge, pry tool, striking  
X2 Large spanners  
X1 2 1/2" cap  
X1 2 1/2" double female adaptor (NH)  
X1 2 1/2" double male adaptor (NH)

*Officer side rear compartment:*

X1 35lbs ABC extinguisher (rated: 20-A, 120-B, &C)  
X1 2 1/2 gallon water/microblaze mix extinguisher (rated: 2-A)  
X1 CO2 26lb. extinguisher (rated: 10-B, & C, with 4" horn orifice)  
X 2 High rise pack: 3' section of light weight 2 W' hose to gated wye to 100' light weight 1 3/4" hose to  
Mid Force automatic fog nozzle (70-200 gpm@ 100 psi w/low flow setting of 30 to 70psi), X1 NH to NP  
X1 NP to NH 1 1/2" adaptor, X2 7 way spanners, X1 10" pipe wrench  
X2 50' sections of light weight 2 1/2" hose  
X1 Cooper hose Jacket (maximum operating pressure 150psi, classified 'tool' by IFSTA pg 649)  
X1 set of irons  
X1 rubbish hook  
X1 Utility rope bag (150' braided rope NOT for life safety)

X2 Single person Hazmat bag

X1 4 person Hazmat bag

*Officer side middle compartment:*

X2 portable floor lights (Halogen 500 watts 120v)

X2 carry all's (5'x5' and 8'x8')

X2 salvage tarps (12x 14)

X1 roll of Visqueen (plastic cover 10' 4" wide)

X3 50' electrical extension cords

X1 junction box with 4 plug-ins

X2 Pig tails (twist lock to 3 prong adapters)

X2 2 prong to 3 prong (grounded) adapters

*Officer side middle drawer:*

X1 Duck bill lock breaker

X1 Fire line tape

X1 A-tool (with lock manipulator)

X1 Officer tool/Crash axe/pry axe

X1 6lb. pick axe

X1 Bib sledge hammer

X1 12lb sledge hammer

X1 36" bolt cutters (maximum cutting capacity of 7/16 hard metals and 9/16 soft metals, with replac

*Wheel compartments front and back:*

x6 air cylinders

*Officer front compartment:*

X1 set of Irons

X1 Thermal Imaging Camera (TIC: SCOTT Eagle Imager 160, 4.2lbs., 4"ICD screen, three mode 'twist c free, hands on, and crawl. 1,100 degree dynamic range, Made of HHRP 'Heat & hit resistant polymer, battery approx\ 4 hr service life)

X1 K-tool unlock kit

X1 spare mask

X1 box of cribbing

X1 SCBA

X1 4" D-handled pike pole

X1 personal rope bag (60' 8mm static ken mantel rope with aluminum carabineer)

*Officer side rear cab compartment:*

X1 cab tilt controller

*Officer side front cab compartment:*

X1 60 minute SCBA bottle (87 cubic ft of air at 4500psi)

X1 MMR

X1 SCBA Mask

X1 pair of trauma sheers

X1 utility knife

X1 pair channel-lock pliers

X1 pair tin snips

X1 heavy tow/haul strap (5', 12,000lbs)  
X2 aluminum carabineers  
X1 rope bag (150' 6mm kern mantel rope)

*Up top:*

X2 6' D-handled, fiberglass shaft, drywall hooks (AKA eat's paw or plaster hook)  
X1 backboard  
X1 Extend-A-Gun telescoping waterway to mounted deck gun w/stream straightener and variable stream fog nozzle (150~1250gpm @ 100psi maximum operating pressure of 170 psi)  
X1 Hydraulic AC Generator

*Ladder Rack:*

X1 24' two section ladder  
X1 14' roof ladder  
X1 10' folding attic ladder  
X1 10', 8', 6' fiberglass handled pike pole

*Hose Bed:*

1,000' of 5, LDH  
• 200' of lightweight 2 1/2" preconnected triple stack load with attached 7 way bale adjustable pattern nozzle (50-350gpm @ 100psi)  
800' of lightweight 2 1/2" hose.

*Pre-connects:*

X2 200', 1 3/4" hose lines with TFT Mid-Force nozzles (Both lines are foam capable)

*Inside Cab Roll-up cabinet in FF area:*

*Top Shelf*

X1 spare O2 cylinder  
X1 spare c-collar  
X1 AC Hotstick {3 settings: high/low sensitivity & front focused, AC Frequencies of 20-100 Hz, Intrinsically safe PVC housing theoretically able to withstand a 50,000 volt shock}  
X2 signal light sticks {one red, one yellow}  
X1 SCBA Mask bag with 3 smoke detectors and a spare 9 volt battery

*Bottom Shelf*

TIF Combustible Gas Detector (Visual and Audible indicators, variable sensitivity as low as 5ppm (gasoline), 30 second warm up time, instantaneous response-time, Approx. 4 hour run-time battery life, 15" probe, 16 oz weight, operating temp range 32-125 degrees F, 4.8v rechargeable Ni-Cad batteries)

Q-ray 4 gas monitor (with battery charger)

Digital Camera

Bin of smoke detectors

Bin of Educational information (Pamphlets, stickers)

Spare Glucometer

*Netted Storage Area*

*Top Shelf*

AED with adult and Peds pads

C-Collar Bag (four adult collars, four ped collars, Trauma shears, 2" medical tape, set of headblocks)

Orange Med kit

*Bottom Shelf*

O2/airway kit

*Main Compartment*

O2 Cylinder with regulator

X3 non-rebreather masks

X3 nasal cannulas

X2 nebulizers each with 2 2.5 mg doses of albuterol and 1 dose of Isopro?

X1 nebulizer with bag valve mask attachment (includes medications listed above)

X2 CPAP Masks

Front compartments

Rope bag with 150' Kern Mantle Static life safety rope 1/2" diameter

*Apparatus specifications*

Crimson engine/Spartan Chassis

1500gpm Waterous pump (6 large diameter discharges at 250gpm)

500 gallon water tank

X2 20 gallon foam tanks (X1 US foam class A/B, X1 Microblaze)

Apparatus length 33'

**Extrication Equipment Specifications**

*Res-Q-Jacks*

2x Space Saver Adjustable Stand (4,000 lbs@ 72")

36.5" Collapsed

90" Extended

2 Cam Buckle Straps 750 lbs working load

Weight 49.5

2x Space Saver Adjustable Jacks (4,000 lbs lifting)

36.5" Collapsed

90" Extended

12" +Jack Travel

2 Cam Buckle Straps 750 lbs

Channel, Round Point, Chain Grab End Fitting (CRG)

Weight 42 lbs

4x Chain and hook assembly with 4' of chain (Hooks Rated 3,900 lbs)

large 8" J Hook

T Hook

Small J Hook

Chain Shortening

1x Chain and hook assembly with 4' of chain (hooks rated 3,900 lbs)

Large 15" J Hook

Small J Hook

T Hook

Chain Shortening

4x Small Clusters (No Large "J" Hook or 4' length of chain) 3,900 lbs

1x 16' Lifting Chain (7,100 lbs working load)  
2x Picket anchor stakes 4' long and 20" long  
2x 2" by 27' Heavy Duty Ratchet Straps 3,300 lbs (with 3/8" Chain)  
3x 2" by 27' Medium Duty Ratchet Straps 2,000 lbs w/snap hooks  
2x 2" by 27' Heavy Duty Ratchet Straps 3,300 lbs w/ wire hooks

#### *Holmatro (S22)*

##### 4050 NCT Cutter

Model 4050-NCT, 10,500 psi allowable Operating Pressure, 208,000 lbs Max Cutting Force, 7 1/8" C  
at tips, weight: 40 Lbs, temp range -4 to +176 degrees F

##### 4242 UL Spreader

Model 4242-UL, 10,500 psi Allowable Operating Pressure, 19,595 Lbs Max and 8,800 Lbs min- Spre  
force measured at the back of tip, 11,200 Lbs max and 6,225Lbs Min- pulling force, 27 max spreading  
distance, weight: 39 Lbs, temp range -4 to+ 176 degrees F

##### DPU31 Hydraulic Pump

DPU31, Honda 3.5 hp 4 stroke engine, Two stage pump senses leaks and shuts down, capable of hot  
Holmatro "Core" Hydraulic lines

COaxial Rescue Equipment Hose, High pressure line (10,500 psi) Completely encapsulated in low pre  
(363 psi) return line. 2x 32' hoses, max distance of 150' w/ reduced tool speed at 100' 4:1 safety fa

#### *Amkus (S22)*

##### AMK-21 Cutter

10,500 psi operating pressure, 72,000 lbs max cutting force, 6" spread

##### AMK-30CX Spreader

10,500 psi operating pressure, 16,950 lbs max spreading force, 32" max spreading distance, weight:

##### AMK-40R Ram

10,500 psi operating pressure, 30,650 lbs extending force, 14,400 lbs pulling force, length 25.4" reti  
40" extended

X2 100' Twin Line Amkus Hydraulic lines on electric rolls

#### *Amkus (S23)*

Amkus power unit: 4HP Honda

Model P554-Amkus Model C, Mineral based hydraulic fluid, 2 gal reservoir, 114 lbs, roll cage, two  
stage high pressure system 10,500 PSI

##### Combi tool: C 15

15.5" spread, 13,100 lbs spread force, 7" opening, 57,000 lbs cutting force, 10,500 input, D-ring har  
Ram 30R

19.3" retracted, 29.1" extended, 30,650lbs push force, 14,400lbs pull force

#### *Pneumatic Tools*

Air Chisel, Impact wrench, Pneumatic Ratchet

Ajax tool works 90-150 psi, 1,400 blows/min 120 psi average

lampe High Pressure Air Bags (145 psi 16' long air hoses)

x1 24"x24" 39.5 tons 16.6 cub/ft air 7-13.5" / 13" rise

x2 16"x16" 7.3 Tons 4.8 cub/ft air 5-9.6" / 9"rise

x2 12"x12" 9.7 tons 2.2 cub/ft air 4-7.2" / 7" rise

x1 9.5"x9.5" 5.7 tons .8 cub/ft air 3-5.6/5" rise

Lampe low Pressure Air Bags (14 psi 16' long air hoses)  
x1 48"x31" 9 tons 14 cub/ft air 12-20" rise Pillow#25  
x1 33"x25" 8 tons 26 cub/ft air 25-35" rise High Lift #50

### Engine 22

*DOE outside cab front compartment*

X1 DOE SCBA

*DOE outside cab rear compartment*

X1 Foam fill hose

X1 Extension cord to plug truck shore line into trucks generator

*DOE side first compartment*

Pump Panel

X2 Pre connects, 200', 1 3/4" hose lines with TFT Mid-Force nozzles (Both lines are foam capable)

X2 7 way spanners (couple hose, uncouple hose, nail puller, gas shutoff, door wedge, pry tool, striking

X2 LDH Spanners

X1 set of Irons

*DOE side second compartment*

x1 Foam Jet-Lx tip (Foam aspirator, Foam Jet-low Expansion-Mid Force Hand line) FJ-LX-HM

x1 1"1/8 Smooth bore nozzle w/ 1 1/2, breakaway (1"1/8: 266gpm@ 50psi)

x1 gated wye (ball valve) 2 1/2, to double 1 3/4"

X1 2 1/2" Task Force tip Hand line adjustable pattern automatic fog nozzle (95-300gpm@ 100psi)

x1 2 1/2" gate valve

x2 mattress hooks (hay hooks)

x1 Siamese (double 2 1/2 to single 2 1/2)

x1 smooth bore nozzle w/ 1", 1 1/8, 1 1/4. orifice (210gpm, 266gpm, 378gpm@ 50psi)

X1 garden hose (100' 1 for decontamination operations)

X1 duel 2 1/2 to stortz (monitor base/Siamese)

X1 stortz to 2 1/2 reducer/expander

X1 Hydrant wrench

X1 mallet (dead-blow)

Smooth bore master orifices: 1 3/8, 1 1/2, 1 3/4, 2" +stream straightener (502gpm, 598gpm, 814gpm)

x2 LDH spanners

Bressnan distributor nozzle (AKA Cellar nozzle 9 holes, 480gpm @100psi 18' broken stream radius, measurements: 3 @ 13/16" and 6@ 1/2")

ADAPTERS: 1 1/2"cap, x1 1 1/2"NH to NP (national hose to national pipe), x1 1/2" NP to NH, x1 1/2" duel female NH, x2 NH to NP, x1 2 1/2" smooth bore adaptor, x5 2 1/2" duel male NH, x5 2 1/2" duel

*Tool Box:*

Sprinkler Kit

Rabbit Tool (Hydra-Ram)

2 Scoop Shovels

Plug & Dike

Bucket of dry sweep w/ trash bags

Empty 5 gallon bucket

Air Chisel, Impact wrench, Pneumatic Ratchet (Ajax tool works 90-150 psi, 1,400 blows/min 120 psi &

Air Tool Kit: Hose and Regulator

Plug Kit: Wax ring, Putty

*Underneath:*

X2 tire chucks ("bear traps")

*DOE side third compartment:*

X2 Rescue Saws (Stihl TS-400 Saw RPM at 5350 max, one with a steel blade the other with a Piranha

X2 Chain Saws (Stihl MS 460, 3 in a row or 6 total, 2,500 rpm idle speed)

X1 Acetylene Torch

X1 Chain Saw Kit

Spare Rescue Saw Blades (6 masonry, 5 metal cutting 5400 rpm)

Spare Bullet Chains

Hose Roller Edge protection (Edge Pro)

*DOE side middle drawer:*

X2 Push Brooms I handles

X1 36" Bolt Cutter

X1 12" Channel lock Pliers

X1 6lb. pick axe

X1 15" Crescent (adjustable) wrench

X1 8" Vise Grip Pliers

X4 hose strap

X1 roll duct tape

X1 Hydrant Wrench

TFT Piercing nozzle (125gpm@ 100psi, Maximum operating pressure of 200 psi capable of penetrating cinderblock, two layers brick, 3/4" plywood or 1/16" thick steel plate)

Battering Ram

*Front rear wheel compartment*

X1 gas can 1 gallon (unleaded)

X2 can 50:1 saw Pre-mix fuel

X1 funnel

X1 scoop

X1 Cooper hose Jacket (maximum operating pressure 150psi, classified 'tool' by IFSTA pg 649)

*Back rear wheel compartment*

Diesel fuel fill

Floor dry fill and dispense underneath apparatus behind rear left tire

*DOE side rear compartment*

Lampe High Pressure Air Bags (145 psi 16' long air hoses)

x1 24"x24" 39.5 tons 16.6 cub/ft air 7-13.5" /13" rise

x2 16"x16" 7.3 tons 4.8 cub/ft air 5-9.6" /9" rise

x2 12"x12" 9.7 tons 2.2 cub/ft air 4-7.2" /7" rise

x1 9.5"x9.5" 5.7 tons .8 cub/ft air 3-5.6" /5" rise

lampe low Pressure Air Bags (14 ps\16' long air hoses)

x1 48"x31" 9 tons 14 cub/ft air 12-20" rise Pillow #25

x1 33"x25" 8 tons 26 cub/ft air 25-35" rise High Lift #50

- X1 13' little giant ladder (11' maximum working length, 300lbs capacity, NOT fire rated)
- 2x High Rise Bags: 3' section of light weight 2 1/2" hose to gated wye to 100' light weight 1 3/4" hose
- Mid Force automatic fog nozzle (70-200 gpm@ 100 psi w/low flow setting of 30 to 70psi), X1 NH to NF
- X1 NP to NH 1 1/2" adaptor, X2 7 way spanners, X1 10" pipe wrench

2x 2.5" 50' lightweight hose

Trash Hook

#### *Res-Q-Jacks*

2x Space Saver Adjustable Stand (4,000 lbs@ 72")

36.5" Collapsed

90" Extended

2 Cam Buckle Straps 750 lbs working load

Weight 49.5

2x Space Saver Adjustable Jacks (4,000 lbs lifting)

36.5" Collapsed

90" Extended

12" +Jack Travel

2 Cam Buckle Straps 750 lbs

Channel, Round Point, Chain Grab End Fitting (CRG)

Weight 42lbs

4x Chain and hook assembly with 4' of chain (Hooks Rated 3,900 lbs)

Large 8" J Hook

T Hook

Small J Hook

Chain Shortening

1x Chain and hook assembly with 4' of chain (hooks rated 3,900 lbs)

Large 15" J Hook

Small J Hook

T Hook

Chain Shortening

4x Small Clusters (No Large "J" Hook or 4' length of chain)3,900 lbs

1x 16' Lifting Chain (7,100 lbs working load)

2x Picket anchor stakes 4' long and 20" long

2x 2" by 27' Heavy Duty Ratchet Straps 3,300 lbs (with 3/8" Chain)

3x 2" by 27' Medium Duty Ratchet Straps 2,000 lbs w/snap hooks

2x 2" by 27' Heavy Duty Ratchet Straps 3,300 lbs w/ wire hooks

#### *Rear end compartment:*

X5 19" traffic cones

X1 monitor base with tie off strap and Safe-Tak valve) \*do not use at less than 35 degrees\*

X1 Sampson hose clamp (can be used with 1 1/2", 1 3/4", 2"-150-300 psi flowing and 200 psi static psi flowing and 125 psi static, double jacketed woven hose do not use on plastic or rubber coated hos

upstream when clamping 20' from apparatus and 5' from coupling, always stand upside of stream whi

X1 35lbs ABC extinguisher (rated: 20-A, 120-B, & C, Ammonium phosphate base, pressurized with niti tested to 585psi, hose tested to 500psi/ operating pressure 250 psi)

X1 CO2 261b. extinguisher (rated: 10-B, & C, with 4" horn orifice, Operating temps between -40-120 c test to 3000PSI, Operating pressure 800-900psi at 70 degrees, operate 10' from fire PASS)

Winch

Winch kit (Containing tow strap and pulley)

Hydraulic bottle Jacks (2x 20 ton, and 2x 10 ton)

*Hydrant bag:*

X1 5"/stortz adaptor

X1 5" Denver thread adaptor

X1 2 1/2" to double 1 1/2" gated wye

X1 1 1/2" NH to NP adapter

X1 1 1/2" NP to NH adapter

Hydrant wrench

Littleton Hydrant wrench

X2 7 way spanners (couple hose, uncouple hose, nail puller, gas shutoff, door wedge 1 pry tool, striking

X2 Large spanners

X1 2 1/2" cap

X1 2 1/2" double female adaptor (NH)

X1 2 1/2" double male adaptor (NH)

*Officer side rear compartment:*

*Top Shelf:*

X2100' Twin Line Amkus Hydraulic Lines on electric rolls

X1 Amkus Model 30CX Spreader (10,500 psi operating pressure, 16,950 lbs max spreading force, 32" max spreading distance, weight: 47.5 lbs)

X1 Amkus 21 Cutter (10,500 psi operating pressure, 72,000 lbs max cutting force, 6" spread)

X1 Amkus Model 40R Ram (10,500 psi operating pressure, 30,650 lbs extending force, 14,400 lbs pulling force, length 25.4" retracted 40" extended)

X2 Holmatro "Core" Hydraulic Lines (32' long)

Holmatro Spreader (Model 4242-UL, 10,500 psi Allowable Operating Pressure, 19,595lbs Max and 8,800 lbs min- Spreading force measured at the back of tip, 11,200 lbs max and 6,225 lbs Min-pulling force, 27 max spreading distance, weight: 39 lbs, temp range ru4 to +176 degrees F)

Holmatro Cutter (Model 4050-NCT, 10,500 psi allowable Operating Pressure, 208,000 lbs Max Cutting Force, 7 1/8" Opening at tips, weight: 40 lbs, temp range -4 to +176 degrees F)

*Bottom Shelf:*

Holmatro Hydraulic Pump (DPU31, 3.5 hp 4 stroke, Two stage senses leaks and shuts down, capable of hot swap)

Step Chalks

Box of Cribbing (Various sizes)

*Officer side third compartment:*

Carry-alls

Tarps

Floor runners

Savage covers

Hazmat bags

*RIT Bag:*

X1 60 minute SCBA bottle (87 cubic ft of air at 4500psi)

*Rit Bag Containing:*

X1 MMR

X1 SCBA Mask

X1 pair of trauma sheers

X1 utility knife

X1 pair channel-lock pliers

X1 pair tin snips

X1 heavy tow/haul strap (5', 12,000lbs)

X2 aluminum carabineers

X1 rope bag (150' 6mm kern mantel rope)

*Officer side middle drawer:*

*K Tool*

X1 4' pike pole with d handle

X1 panic door unlock tool

X1 3611 bolt cutters (maximum cutting capacity of 7/16 hard metals and 9/16 soft metals, with repli

X1 12lb Sledge hammer

X1 33" pipe wrench

X1 6lb pick head axe

X1 6lb Flat head axe

X2 utility knives

X1 Pry bar

X1 Crow bar

*Wheel compartments front and back:*

X6 air cylinders (30 min, bottles each holding 45 cu/ft air)

*Officer second compartment:*

*Top Shelf:*

X2 500w Portable scene lights

X2 50' extension cords

Pig tails/adapters

*Middle Shelf:*

X1 Dewalt Battery charger and spare battery

Ore mel tool

X1 110 v Reciprocating saw

X1 hard case containing two Recp saw blade pouches, drill bits.

Milwaukee Reciprocating Saw

*Dewalt Cordless Tools*

X1 Drill

X1 Grinder

X2 Reciprocating Saws

X1 Flashlight

X1 Circular Saw

*Bottom Shelf:*

X1 PPV Gas Fan (SuperVac Model 718g4-h, 7 bladed 18" airfoil propeller, 4 cycle 65 horsepower engine, rated at 15,590 cfm, 3535rpm, approx: 82lbs, 94 decibels at 7 meters, 110 minute runtime) degree optimum operating angle @ 6'

X1 PPV Electric Fan (SuperVac 14,600 cfm)

*Officer's side front compartment:*

Pump Panel - 5" Intake, 5" Discharge, 2 1/2" Discharge

Mounted cord reel 200' with Junction Box

X2 Pre connects, 200', 1 3/4" hose lines with TFT Mid-Force nozzles (Both lines are foam capable)

X1 2 1/2 gallon water/microblaze mix extinguisher (rated: 2-A)

X1 6' D-handled, fiberglass shaft, drywall hooks (AKA eat's paw or plaster hook)

X2 7 way spanners (couple hose, uncouple hose, nail puller, gas shutoff, door wedge, pry tool, striking

X2 LDH Spanners

X1 set of Irons

*Officer side rear cab compartment:*

Tool bag

*Officer side front cab compartment:*

Officer Air Pak

*Up top "coffin" compartment:*

X2 6', 8', 10' fiberglass handled pike poles

Stokes Basket

Stokes Basket rigging kit

Back Board

Tri-pod

Water-vac with hoses

X2 spade shovel

X2 Square point shovel

5 gallon bucket of Absorbent

5 gallon bucket rehab misterfan

Pop up shade tent

*Up top small compartment:*

Sump-pump (Positive displacement pump uses a geared mechanism for water movement, cannot plu while operating, 120 gaL per hr. 10' max height)

50' section of 1 3/4" for sump-pump

Visqueen

*Ladder Rack:*

X1 35' 3 section ladder

X1 14' roof ladder

X1 10' folding attic ladder

X1 10', 8', 6' fiberglass handled pike pole

*Hose Bed:*

1,000' of 5" LDH

200' of lightweight 2 1/2" preconnected triple stack load with attached 7 way bale adjustable pattern

nozzle (50-350gpm @ 100psi)  
800' of lightweight 2 1/2" hose.

*Pre-connects:*

X2 200', 1 3/4" hose lines with TFT Mid-Force nozzles (Both lines are foam capable)

*Inside Cab Roll-up cabinet in FF area:*

X1 AC Hotstick (3 settings: high/low sensitivity & front focused, AC Frequendes of 20-100 Hz, Intrinsically safe PVC housing theoretically able to withstand a 50,000 volt shock)

X2 signal light sticks (one red, one yellow)

X1 SCBA Mask bag with 3 smoke detectors and a spare 9 volt battery

Heat Gun/Electrical sensor

X1 Thermal Imaging Camera (TIC: SCOTT Eagle Imager 160, 4.2 lbs., 4" LCO screen, three mode 'twist change': hands free, hands on, and crawl. 1,100 degree dynamic range, Made of HHRP Heat & hit resistant poiymmer, 'twist change' battery approx. 4 hr service life)

TiF Combustible Gas Detector (Visual and Audible indicators, variable sensitivity as tow as 5ppm (gasoline), 30 second warm up time, instantaneous response-time, Approx. 4 hour run-time battery life, 15" probe, 16 oz weight, operating temp range 32-125 degrees F 1 4.8v rechargeable NI-Cad batteries)

Q-ray 4 gas monitor (with battery charger)

Digital Camera

N95 masks

Chempro Chemical detector

TIC battery charging station with spare TIC battery

*Netted Storage Area*

*Top Shelf:*

AED with adult and Peds pads

X1 spare O2 cylinder

X1 spare c-collar

Air Splints

C-Collar Bag (four adult collars, four ped collars, Trauma shears, 2" medical tape, set of head blocks)

Orange Med kit

*Bottom Shelf:*

O2/airway kit

Rope bag with 150' Kern Mantle Static life safety rope 1/2" diameter 3:1

*Apparatus specifications*

Crimson engine/Spartan Chassis

1500gpm Waterous pump (6 large diameter discharges at 250gpm)

500 gallon water tank

X2 20 gallon foam tanks (X1 US foam class A/B, X1 Microblaze)

Apparatus length

**Hammer 22 Inventory**

*Left Front:*

Misc. Light Rubber Overbooties

Green Chemical Resistant Boots

Cotton Long Underwear  
Neoprene Overgloves  
Nitrile & Latex Undergloves  
8 x Level A Suits  
11 x Level B Suits  
Level C Suits  
Nomex Coverall's  
Terry Rags  
Chem Tape  
Various Helmets  
*Center Compartment (Over the wheel, can be accessed from either side)*  
Awning Rod  
3 x D-Handled Flat Head Shovels  
1 x Grain Scoop  
Long handled spade head shovel  
Push Broom  
3M Surgical Masks  
APR Respirator  
Decon Shelter (1)  
Decon Shower (2)  
Portable Heater (Salamander)  
Level C  
8 x Plastic Stools  
Scott Air Purifying Filters  
10 x Meth-Lab Filters  
Scott Mask Adapters  
Scott Mask Radios  
Scott SCBA Masks  
Air Pump (2)  
Chem Class Test Kit  
Containment Pools  
Radiation Detection Kit  
Drum Pump  
Haz Cat Test Kit (1)  
Mercury Test Kit (1)  
Plastic Sheeting  
Camera + Tripod  
Reference Box (Books)  
Drager Gas Detector  
Various Hand Tools  
Medical Kit  
*Left Rear:*  
250 lbs. Absorbent (Kitty Litter)

4 x 1hr Scott SCBA's  
Large Non-Sparking Hand Tools (Sledge/Axe/Pipe Wrench/Adjustable Crescent)

*Right Front:*

Misc. Buckets  
Decon Solutions (Soaps etc .. )  
File Cabinet  
Rehab. Water  
2 x Handlights  
Tool Box w/Handtools  
100' Garden Hose  
Laptop  
Decon Manifold +Nozzles  
Medical Assessment Gear (Scales etc .. )  
Privacy Gowns  
Misc. Personal Privacy Gear  
Plastic/Bags  
RAE PID Tester  
2 x Utility Rope  
6 x Scrub Brushes  
Tools  
2 x Weed Sprayers

*Right rear:*

Overpack Drums  
Electrical Cord Reel  
Hot Water Heater  
Misc. Patching Material  
Submersible Pump  
9 x Traffic Cones  
Portable Halogen Lights

*Dunnage:*

Kerosene  
Sea Sweep  
Absorbent Pellets  
Absorbent Booms  
4 x Dome Clamps  
2 x Drum/Tank Patch  
3 x Plastic Tarps  
Outer Proximity Suits  
PVC Pipe  
Spare Propane Bottle

*Miscellaneous:*

2 x 1hr SCBA Bottles on Each Side  
Engine 21 iPhone

Medic 21 iPhone  
Squirt 23 iPhone  
Medic 23 iPhone  
Amarsh iPhone  
Mstout iPhone  
Rpetau iPhone  
Swashington iPhone  
Truck 22 iPhone  
EMS Bureau Chief iPhone  
Batt 21 iPhone  
Kstovall iPhone  
Mertle iPhone  
Jhehn iPhone  
Gweaver DuraXT  
Wortiz Samsung Galaxy  
Airave  
Airave  
Airave  
Airave  
Jsvejcar modem  
Squirt 23 iPad  
RPetau iPad  
Mertle iPad  
Jsvejcar iPad  
Staff iPad  
Wortiz iPad  
Batt Chief iPad  
Engine 21 iPad  
Amarsh iPad  
Engine 22 iPad  
Acoma Station Panasonic  
Acoma Station Panasonic  
Acoma Station Panasonic  
Jefferson Station Panasonic  
Tejon Station Panasonic  
*Wildland Fire Equipment*  
x9 1 1/2" x 100' hose  
x4 1" x 100' hose  
x2 3/4" x 50' pencil hose

x1 2 1/2" to 1 1/2" gated wye  
x3 1 1/2" to 1 1/2" gated wye  
x4 2" to 1 1/2" reducers  
x1 1/2" to 1" reducers  
x3 1 1/2" plastic nozzles  
x4 1" plastic nozzles  
x1 1" metal nozzle  
x2 1" forestry nozzles  
x3 Hose pack bags  
x2 Hose clamps  
x1 Stihl MS440 20" bar chainsaw  
x1 Dual Fuel jug  
x1 Chainsaw bar cover cordura  
x1 Saw tools  
x1 Chaps 36"  
X2 spade shovel  
x2 Pulaskis  
x2 McClouds  
x1 Wisk brush  
x2 Weight vests  
x5 Web gear  
x2 Helmets  
x3 Green duffie bags  
x6 BK Radio  
X3 Cloning Cable  
X6 Radio harness  
X3 Rechargeable clam shells  
X12 AA Clam shells  
x1 Pants 30-34 x 34  
x3 Pants 34-38 x 30  
x3 Medium shirts  
x3 Large shirts  
x1 X Large shirts  
x6 True North Firefly Packs  
x2 True North Firefly Medic Packs  
Line Pack #1  
Line Pack #2  
Line Pack #3  
Line Pack #4  
Line Pack #5  
Line Pack #6  
Radio  
Medic Line Pack #1

**Medic 21 and Medic 23 Inventory:**

x3 Life Pak 15  
x2 Stryker Power-Pro XT cot with charging system  
x2 Stryker Stair Chair  
x2 Backboards  
x1 Ferno Scoop Stretcher  
x2 Adult K.E.D Extrication Device  
x2 Pediatric K.E.D. Extrication Device  
x2 Pulsoximeter kit  
x2 Glucometer kit  
x2 Air splint kit  
x2 Vacuum splint kit  
x2 Porta Power Hydraulic Extrication Kit

*Airway*

2.5 ET Tube Qty.2  
3.0 ET Tube Qty.2  
3.5 ET Tube Qty.2  
4.0 ET Tube Qty.2  
4.5 ET Tube Qty. 2  
5.0 ET Tube Qty.2  
5.5 ET Tube Qty.2  
6.0 ET Tube Qty.2  
6.5 ET Tube Qty.2  
7.0 ET Tube Qty.2  
7.5 ET Tube Qty.2  
8.0 ET Tube Qty.2  
8.5 ET Tube Qty.2  
9.0 ET Tube Qty.2  
Adult Stylettes Qty.5  
Pedi Stylettes Qty.2  
Adult ET Tube Holders Qty.5  
Pedi ET Tube Holders Qty. 2  
LP12 ETCO2 Cannulas Qty.5  
LP12 ETCO2 ET adaptors Qty.5  
Bam Cap Qty. 2  
Cric Kit Qty.1  
100mm OPA Qty.2  
90mm OPA Qty.2  
80mm OPA Qty.2  
70mm OPA Qty.2  
60mm OPA Qty.2  
50mm OPA Qty.2  
40mm OPA Qty.2

34fr NPA Qty.2  
32fr NPA Qty.2  
30fr NPA Qty.2  
28fr NPA Qty.2  
26fr NPA Qty.2  
24fr NPA Qty.2  
22fr NPA Qty.2  
20fr NPA Qty.2  
18fr NPA Qty.2  
16fr NPA Qty.2  
14fr NPA Qty.2  
12fr NPA Qty.2  
18fr Suction Catheters Qty.2  
16fr Suction Catheters Qty.2  
14fr Suction Catheters Qty.2  
12fr Suction Catheters Qty.2  
10fr Suction Catheters Qty.2  
8fr Suction Catheters Qty.2  
Yankauer Suction Tubing Qty.2  
Yankauer Suction Tip Qty.2  
20cc Mucus Trap Qty.2  
KY Jelly Qty.10  
Pocket bougie Qty.1  
#15 Scapel Qty.1  
*Airway and O2 Delivery*  
Suction Canister/with lid Qty.2  
Suction Easy manual suction Qty.1  
10 Ga Decompression Needles Qty.2  
King Airway Size #5 Qty.1  
King Airway Size #4 Qty.1  
King Airway Size #3 Qty.1  
Adult Oxygen Masks Qty.20  
Adult Nasal Cannulas Qty.20  
Child Oxygen Masks Qty.5  
Child Nasal Cannulas Qty.5  
Infant Oxygen Masks Qty.2  
Infant Nasal Cannulas Qty.2  
Nebulizers Qty.5  
Nebulizers-inline Qty.2  
Adult BVM Qty.2  
Pedi BVM Qty.1  
Infant BVM Qty.1  
CPAP, Large adult Qty.2

CPAP, Small adult Qty.2

CPAP, Child Qty.1

*IO*

Pedio IO Qty.2

Adult IO Qty.2

XL IO Qty.2

Pressure Bag Qty.1

*ECG*

Adult Electrodes Qty.3 boxes

Pedi Electrodes Qty.2 pks

Adult Quick Combo Pads Qty.2

Pedi Quick Combo Pads Qty.2

Lifepak-1.2 Paper Qty.2

Prep Razors Qty.5

*C-Spine*

Adult Stifneck Select Qty.10

Pedi Stifneck Select Qty.2

Head Beds Qty.10

Head Blocks Qty.5

Spare Backboard Straps Qty.2

*BSI*

Medium Latex Exam Gloves Qty.3

Large Latex Exam Gloves Qty.5

X-Large Latex Exam Gloves Qty.5

Medium Latex-Free Exam Gloves Qty.1

Large Latex-Free Exam Gloves Qty.1

X-Large Latex-Free Exam Gloves Qty.1

Medical Gowns Qty.5

Goggles Qty.5

Medical Masks Qty.1 bx

Face Shields Qty.10

Small TB Masks Qty.5

Large TB Masks Qty.5

Disinfectant Spray Qty.1

Disinfectant Wipes (Sanidex) Qty. 1

Hand Liquid Sanitizer Qty.1

*Bandages*

Kerlix Qty.5

4x4's Qty.1 bx

2x2's Qty.1 bx

Surgj/Abdominal Pads Qty.5

Coban Qty.5

Vaseline Gauze Qty.2

Triangular Bandages Qty.5  
Sterile Eye Pads Qty.4  
2" Band-aids Qty.1 bx  
1" Band-aids Qty.1 bx  
Sam Splints Qty.2  
Trauma Dressings Qty.2  
1" Surgical Tape Qty.6  
2" Surgical Tape Qty.3  
*IV*  
14 Ga Angiocath Qty.10  
16 Ga Angiocath Qty.10  
18 Ga Angiocath Qty.1 bx  
20 Ga Angiocath Qty.1 bx  
22 Ga Angiocath Qty.5  
24 Ga Angiocath Qty.5  
18 Ga Blunt Tip Needles Qty.10  
18 Ga Needles Qty. 10  
20 Ga IM Needles Qty.5  
19 Ga Butterfly Needles Qty.2  
21 Ga Butterfly Needles Qty.2  
23 Ga Butterfly Needles Qty.2  
25 Ga Butterfly Needles Qty.2  
Arm Boards Qty.2  
Jamshidi Interosseous Needle Qty.1  
Tourniquets Qty.10  
Tourniquets (Latex Free) Qty.5  
Macro drip Infusion Set Qty.30  
Micro drip Infusion Set Qty.5  
Blood Pump Qty.10  
Burette 150cc Qty.2  
Normal Saline 1000cc Qty.30  
5% Dextrose 250cc Qty.2  
Normal Saline 50cc Qty.2  
Sterile Irrigation Solution Qty.2  
Vacutainer Blood Tube Holders Qty.30  
Alcohol Wipes Qty.1 bx  
Adult Veni Guards Qty.50  
Accu-Check Test Strips Qty.1  
Multi-sample Luer Adaptor Qty.1 bx  
Lancets Qty.1 bx  
3 Way Stopcocks Qty.1 bx  
Sm Sharps Container (spare) Qty.1  
Wall Mount Sharps Box (spare) Qty.1

10cc Saline flush syringes Qty.2

1cc TB Syringe Qty.5

*Syringes*

3cc Syringes Qty.10

5cc Syringes Qty.10

10cc Syringes Qty.10

20cc Syringes Qty.5

30cc Syringes Qty.5

*Misc*

Bio-Hoops Qty.10

Emesis Basins Qty.5

Tongue Depressors Qty.5

OB Kit Qty.2

Thermoscan Covers Qty.1 pk

Hot Packs Qty.5

Cold Packs Qty.10

Ammonia Inhalants Qty.10

Permanent Black Marker Qty.1

Pen Light Qty.2

Ring Cutter Qty.1

Mucosal Atomization Device Qty.2

Restraints Qty.4

Commercial tourniquet Qty.2

*Meds*

Albuterol Qty.20

Adenosine 12mg Qty.2

Amiodarone Qty.3

Aspirin (bottle) Qty.1

Atropine Qty.3

Atrovent (Ipratropium) Qty.10

Benadryl (Diphenhydramine) Qty.2

Dextrose 25% Qty.2

Dextrose 50% Qty.3

Dopamine (400mg) Qty.1

Epi 1:1 Qty.3

Epi 1:1 (multi-dose) Qty.1

Epi 1:10 Qty.6

Glucose Paste (tube) Qty.3

Haldol (Haloperidol) Qty.2

Calcium Gluconate Qty.2

Lidocaine Jelly Qty.2

Lidocaine for EZIO Qty.2

Magnesium Sulfate Qty.2

Narcan (Naloxone) Qty.2  
Nitroglycerine (spray/pill) Qty.1  
Racemic Epi Qty.1  
Sodium Bicarb 4.2% Qty.1  
Sodium Bicarb 8.4% Qty.2  
Solu-Medrol Qty.2  
Intranasal {Phenylephrine} Qty.2  
Topical Ophthalmic Qty.2  
Zofran Oral\IV Qty.6\4  
Red top Qty.30  
Green top Qty.30  
Lavender top Qty.30  
Blue top Qty.30  
**Squirt 23 #6490**

*DOE Side Front Upper Compartment;*

DOE Headset, 2 guide flashlights, 2 helmets (Rear tall board left side)  
Airpack with cylinder  
6 lb flat head axe  
Halligan tool  
10 lb sledge hammer  
Personal rope bag (approx. 60' of 7mm static kern mantel rope)  
"Yak Trax" shoe chains  
Spare mask (AV3000)  
Red Tool Box  
Duct tape  
Lock out/tag out kit  
K-tool unlock kit  
Can of dry lube  
David Clark headset connection  
K-12 Stihl TS-400 1x metal and 2x masonry blades 5400 RPM (RR upper compartment)

*Front Lower Compartment:*

Dead blow shot mallet (on the door)  
2 - 7 way spanners (on the door)  
1 - multi-use hydrant wrench (on the door)  
1-18" steel pipe wrench (on the door)  
1- 2 1/2" gate valve  
1- 19 1/2" long 2 1/2" stinger section of hose (upper hose bed)  
3- 5" storz to 2 1/2" female reducer (2-flat, 1 with elbow)  
1- foam jet nozzle (FJ=foam Jet, LX= low expansion , HM=mid force hand line)  
1-2 1/2" to 2 1/2" siamese  
2- 2 1/2" to 1 3/4" gated wyes  
1-Bressnan Distributor Nozzle (aka cellar nozzle, 9 holes 6 @ 13/16", 3 @ 1/2", 480gpm @ 100 psi, 1  
2 1/2" to 1 1/2" reducer National Hose thread

1 - 1 1/2" National Hose Thread Double Male  
 1- 1 1/2" National Hose Thread Double Female  
 2- 1 1/2" National Pipe Female thread to National Hose Male thread  
 2- 1 1/2" National Hose Female thread to National Pipe Male Thread  
 2 1/2" TFT 7 position ball valve bale, smooth bore handline, at 50 psi (1" tip @ 210gpm, 1 1/8"@ 266,  
 2 1/2" TFT 7 position ball valve bale, smooth bore, with 1 1/8": tip (266gpm)  
 1 1/2" (for 1 3/4" hand lines) TFT 7 position slider valve bale, combination nozzle, straight stream and  
 pressure @ 70-200 gpm, low pressure @ 30-70 gpm  
 2 1/2" TFT 7 position ball valve combination nozzle, straight stream and fog stream @100 psi, 50-350  
 1 - 5" hydrant cap  
 4- 2 1/2" double males  
 4- 2 1/2" double females  
 1- 2 1/2" to garden hose reducer  
 50' section of cotton jacketed garden hose  
 2 - 7 way spanners  
 2- LDH spanners/ large multi use spanners  
 2 1/2" Msater Stream Smooth Bore tips 80 psi (1 3/8" @502 gpm, 1 1/2" @598 gpm, 1 3/4" @814 g  
 3- 1 1/2" rubber gaskets  
 5- 2 1/2" rubber gaskets  
 3 hose straps  
 Circuit panel for mounted lights and outlets (on wall)  
 Spare key in "hide-a -key (On wall)  
*Upper Middle:*  
 Rit Bag (utility knife, trauma sheers, 145' of 6mm static kern mantel rope, yellow rescue strap, 8" chan  
 5' orange loop webbing, mask with MMR, double male air adapters, 5 1/2' UAC connection, 60 minute  
 cubic feet of air, 3 carabiners 4500 lb max.)  
*Black Bag of Webbing:*  
 2-20' (yellow) lengths of tubular webbing  
 4-15' (blue) lengths of tubular webbing  
 3-5' (green) lengths of tubular webbing  
 1 yellow anchor strap (9'-8,000 lb max) with d-rings  
 1 blue bungee web  
 1-6' flat webbing strap with hooks and tensioner  
*Black Mesh Bag of Prusiks and Caribeeners:*  
 5-"8" plate  
 6"2' prusik loops  
 2 small rescue pulleys (blue and purple)  
 1 large prusik minding pulley (red)  
 7- carabineers (4100 kg max)  
 Grey webbing bag  
 2- 5' green webbing  
 3-10' red webbing  
 6-15' blue webbing

4-20' yellow webbing  
3-10' XL anchor straps  
3- 20'yellow  
5-15' black  
1- 5' green  
2- 15' 2" black  
6-10' red

*Orange Bag of Prusiks and Caribeenrs*

18- 2' prusik loops (5 orange, 5 purple, 7 green)  
3- "8" plates  
2 red prusik minding pulleys  
2 small rescue pulleys (blue and purple)  
3- 20'yellow  
5-15' black  
1- 5' green  
2- 15' 2" black  
6-10' red

21 carabineers (2-4,100 KG, 1-9,000 lb, 2-46 KN, 7-72 KN, 2 not marked)  
2 red rope rollers with 2 carabineers (linked together)

*Large Black "Scott" Bag:*

4 green level B hazmat suits  
Chem tape  
4 blue barrier jumpsuits  
4 SCOTT air purifying cartridges  
green nitrile gloves  
brown containment bags  
3 tubes of repair putty epoxy  
4 pair of yellow splash protection booties  
Roll of black trash bags

*Lower Rear:*

PPV/PPA (Fan Honda 5.5 hp, 4 stroke, PPV/PPA Fan1 7 bladed 18" airfoil propeller, 14,800 cfm, Mod  
18 degree optimum operating angle@ 6', 10-15 psi tires)

Pre-mix fuel cans (50:1 mtx for saws)  
Red fuel can (gas for 4 stroke engines)  
Bar oil (upper compartment)  
Funnel (upper compartment)  
White rags (upper compartment)  
4 yellow door chocks on fan

*Upper Rear:*

Chain saw with Carbide tipped chain (Stihl MS 460, 3 in a row or 6 total, 2,500 rpm idle speed)  
Rotary saw with steel blade (Stihl TS 400, 5350 RPM, auto tensionor Inboard/outboard blade position  
Coffee can full of plug and dyke (right rear upper compartment) ·  
2 extendable broom handles

TFT Piercing nozzle (7 position ball valve, 125 gpm @ 100psi, Maximum operating pressure of 200 psi, capable of penetrating one layer cinderblock, two layers brick, 3/4" plywood or 1/16" thick steel plate)  
1 black bag with 2 part putty, bees wax, various diameter wooden plugs (right rear upper compartment)  
2 rolls of yellow "fire line tape"

4 broom heads

Stihl saw wrench/ flat head screw driver

2- 4' shovels (1 flat, 1 spade tip)

Roll of red "DANGER" barrier tape

1 spare bullet chain in box

1 yellow tub of gojo hand cleaner .

black trash bags

duct tape

Chem Tape

*Officer's Side Rear Top Compartment:*

5x5 carry all 4 handle

11x16 salvage cover

5x18 Floor Runner

10 x 24 blue tarp

10 x 25 visqueen ( plastic sheet)

100' extension cord

2 - 25' extension cords

500 watt portable lights x2

junction boxes

24" /36" bolt cutters

4x8 salvage

3.5x6 carryall

Sampson hose clamp (up to 2" hose to 150-300 psi flowing, 200 psi non-flowing. Up to 3" 100-500 ps flowing, 125 non flowing)

Cooper hose jacket (max operating pressure 150 psi)

Box with drill bits, paddle bits, screw driver tips

2- hay/mattress hooks

Dewalt 20 volt , 2 speed, 18 setting, cordless Dewalt drill

Drill Bits

Dewalt 28 volt single speed recip saw (DC315)

Husky socket set (upper left engineer compartment)

4' fiberglass d-handled pike pole

100' cord reel

Hose roller w/ tie off rope

Ice Melt

*Rear Bottom Compartment:*

2.5 gallon water extinguisher 100 PSI 2A, B

Hydrant bag: storz with threaded 5", Denver threaded 5", hydrant wrench, 14" bolt cutters, 2.5" NH double male/ double female, 2.5" hydrant cap, 2.5" dischargeR intake cap, 2 LDH spanners, 2-7 way s

50' 2.5" to go with high rise pack

High rise pack: 3' section of light weight 2 1/2" hose to gated wye to 100' light weight 1 3/4" hose to Force Tip Mid Force automatic fog nozzle (70-200 gpm @ 100 psi w/low flow setting of 30 to 70 psi), 1 to NP 1 1/2" adaptor, X1 NP to NH 1 1/2" adaptor, X2 7 way spanners, X1 10" pipe wrench

Dry Sweep/Trash Bags

*Forward Bottom Compartment:*

Amkus power unit: 4HP Honda (Model P554-Amkus Model C, Mineral based hydraulic fluid, 2 gal reserve) 114lbs, roll cage, two stage high pressure system 10,500 PSI)

Ram 30R (19.3" retracted, 29.1" extended, 30,650 lbs push force, 14,400 lbs pull force)

rocker channel cover for ram use

*Forward Top Compartment:*

1-K-tool (upper engineers compartment left)

1-pryaxe

irons

pick- head axe

Officers SCBA

1-A-tool

Combi tool: C 15 ( 15.5" spread, 13,100 lbs spread force, 7" opening, 57,000 lbs cutting force, 10,500 lbs pull force)

*Rear of Squirt:*

Right side- 10:BC Carbon dioxide extinguisher

Class III Harnesses x5

3- Ladder Belts

Left side-10: A 80: BC dry chem. Extinguisher

Tech rescue helmets x2

light sticks x2

6-traffic cones

David Clark headset connection

*Top of Squirt:*

24' Extension ladder

14' Roof ladder

10' Attic ladder

10" Pike Pole

5' Plaster Hook

Cribbing

High rise pack with carabineer for ladder top attachment

2.5" pony section

5" pony section

10K onan generator

*Cab:*

XI FLIR-TIC w/ extra battery

Q-ray 4 gas monitor (with battery charger)

TIF Combustible Gas Detector (Visual and Audible indicators. variable sensitivity as low as 5ppm (gasoline), 15 second warm up time, instantaneous response-time. Approx. 4 hour run-time battery life, 15" probe, 1"

weight, operating temp range 32-125 degrees F, 4.8v rechargeable NI-cad batteries)

Orange Med Kit

e AirwayBag

AED

Intubation Kit

Pub Ed kit

Backboard

C-Collar

X1 AC Hotstick (3 settings: high/low sensitivity & front focused. AC Frequencies of 20-100 Hz, Intrinsic PVC housing theoretically able to withstand a 50,000 volt shock)

Spare O2 Bottle

N-95 Respirators

Radiac Plus

*Squirt Specs Aerial General:*

Vertical Reach 65' @ 75 degrees (recommended) capable of 85 degrees

Horizontal 60' up to -9 degrees below grade

Rotation 360 degrees continuous, Shear ball bearing 33" turn-table

Weight capacity 500 lbs at above 45 degrees, 250 lbs at below 45 degrees

*Nozzle General:*

Flow capacity 300 to 1000 GPM @ 85 to 100psi

Vertical travel 200 degrees

Horizontal travel 180 degrees

*Hose:*

800' of 5" supply line

1200' of 2.5" accordion loaded

200' of 2.5" triple load with 2.5" fog nozzle 50-350 gpm at 100 psi

200' of 1.75" cross-lay 1 foam capable

200' of 1.75" cross-lay 2

100' bumper line foam capable

## BY AUTHORITY

ORDINANCE NO. 68  
SERIES OF 1999

COUNCIL BILL NO. 70  
INTRODUCED BY COUNCIL  
MEMBER GRAZULIS

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF AN AGREEMENT AND SUBLEASE BETWEEN THE MUSEUM OF OUTDOOR ARTS (MOA), THE ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC. (EEF) AND THE CITY OF ENGLEWOOD, COLORADO (CITY).

WHEREAS, the City Council of the City of Englewood has designated approximately 15,000 square feet of space on the second floor of the Englewood Civic Center for cultural uses; and

WHEREAS, in an effort to activate and energize CityCenter Englewood and to provide for a unique character to the development, the City has explored opportunities for cooperation with cultural organizations at CityCenter; and

WHEREAS, the Museum of Outdoor Arts was approached last year a potential tenant for Civic Center; and

WHEREAS, the operations of MOA, include an exceptional art collection, educational programs and entertainment; and

WHEREAS, over the past several months discussions and negotiations between MOA, EEF and City staff have been actively pursued; and

WHEREAS, the passage of this proposed Ordinance will finalize a Sublease and Agreement between the City of Englewood, the Englewood Environmental Foundation, Inc. and the Museum of Outdoor Arts;

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

Section 1. The acceptance of the Agreement and Sublease between the City of Englewood, Colorado, Museum of Outdoor Arts and the Englewood Environmental Foundation, Inc. for space at the Englewood Civic Center. attached as "Attachment 1", is hereby accepted and approved by the Englewood City Council.

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

Introduced, read in full, and passed on first reading on the 8th day of November, 1999.

Published as a Bill for an Ordinance on the 12th day of November, 1999.

Read by title and passed on final reading on the 22nd day of November, 1999.

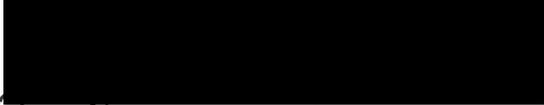
Published by title as Ordinance No. 68, Series of 1999, on the 26th day of November, 1999.

  
Thomas J. Burns, 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. 68, Series of 1999.

  
Loucrishia A. Ellis

## GOVERNMENTAL AGREEMENT AND SUBLEASE

THIS GOVERNMENTAL AGREEMENT AND SUBLEASE (hereinafter referred to in its entirety as "Agreement"), made and entered into this 22<sup>nd</sup> day of November, 1999, by and between the City of Englewood, Colorado (hereinafter referred to as "CITY"), the Englewood Environmental Foundation, Inc. (hereinafter referred to as "EEF"), and The Museum of Outdoor Arts (hereinafter referred to as "MOA"). CITY and EEF are herein collectively referred to as "Englewood".

### RECITALS

A. CITY and EEF are in the process of redeveloping that certain property located in the CITY and formerly known as Cinderella City located at 1000 Englewood Parkway, the legal description for which is attached hereto as Exhibit A. The redevelopment area shall become the CityCenter Englewood (hereinafter referred to as "CityCenter").

B. CITY acquired CityCenter from the former owner and transferred CityCenter to EEF which is now the fee title holder.

C. As part of the redevelopment of Cinderella City, the EEF will develop CityCenter and CITY will lease offices in the Civic Center Building, a redevelopment of the former Foley's Department Store at Cinderella City. The Civic Center Building is located as set forth on the plat attached hereto as Exhibit B.

D. MOA is an Internal Revenue Code §501(c)(3) private foundation. MOA's exempt purposes are described on Exhibit C attached hereto. In partial furtherance of its exempt purposes, MOA owns and maintains a publicly displayed art collection presently located in Greenwood Village, Colorado, and MOA is engaged in educating children and adults in the visual and performing arts.

E. In furtherance of the redevelopment of Cinderella City, Englewood desires to have MOA move its presence to the CITY to be situate in the CityCenter.

F. MOA desires to move its offices, art classrooms and much of its art collection to the CityCenter.

G. CITY desires to sublease to MOA and MOA desires to sublease from CITY certain premises in the Civic Center Building pursuant to the terms hereinafter set forth; and EEF desires to approve the sublease.

H. CITY and EEF desire to enter a business agreement with MOA pertaining to the conduct of MOA's exempt functions in the CityCenter and the support of those functions to be granted by Englewood and accepted by MOA.

L. The City Council of the City of Englewood and the Board of Directors of EEF have resolved to enter into this Agreement and to facilitate the presence of MOA in the CityCenter in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and promises hereinafter contained, the parties agree as follows:

## **ARTICLE I** **GRANT AND TERM**

**1.1 Demised Premises.** In consideration of the rents, covenants and agreements herein reserved and contained on the part of MOA to be performed, CITY does hereby sublease and demise unto MOA the space to be located in the Civic Center Building as shown on Exhibit D attached hereto and incorporated herein by this reference, located at 1000 Englewood Parkway, Englewood, Colorado, which premises (hereinafter called "Demised Premises") are also known as "Museum Space". The Demised Premises contains approximately 7,000 square feet of rentable space as shown on Exhibit D.

**1.2 Term.** The term of this Agreement and MOA's obligation to pay rent hereunder shall commence upon occupancy by MOA (hereinafter referred to as the "Occupancy Date") and shall terminate at 12:00 midnight, on May 15, 2005, unless extended pursuant to Article XIV. Occupancy by MOA means the first date MOA conducts business in the Demised Premise, and the Occupancy Date shall be no later than May 16, 2000.

## **ARTICLE II** **RENT**

**2.1 Rent.** MOA agrees to pay to CITY at the office of CITY in the Civic Center Building or at such other place as CITY may designate in writing, rent for said premises as follows:

(a) The sum of One Dollar per year payable in advance on the Occupancy Date and on the first day of each and every anniversary of the Occupancy Date until this Agreement is terminated.

**2.2 Sublease Year Defined.** The term "sublease year," as used herein, is hereby defined to mean and include those periods of the term which for the first sublease year begins at the Occupancy Date and ends on the last day of the 12th calendar month during which the Agreement will have been in effect, and for subsequent sublease years begins immediately after the end of the first sublease year and on the anniversary date of such beginning in each year thereafter, and ends twelve (12) months later in each subsequent year.

**2.3 Deposit.** No deposit is required hereunder.

**ARTICLE III**  
**CONDITION OF PREMISES**

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**3.1 Englewood's Obligations.** At its cost, Englewood shall deliver to MOA the MOA Space as provided by the specifications attached hereto as Exhibit E. In the event that MOA utilizes the CITY's contractor to make improvements, subject to completion and acceptance of plans, the improvements may be made simultaneously with other improvements made by the CITY's contractor on the second floor of the Civic Center Building beginning no later than February 1, 2000. If MOA does not utilize the CITY's contractor to make improvements, the MOA Space shall be delivered to MOA no later than May 1, 2000.

**3.2 MOA's Obligations.** All finish and remodeling is to be performed by MOA at MOA's expense. It shall be done in a good and workmanlike manner, free of any liens for labor and materials, and in accordance with all building codes and other regulations of CITY. CITY shall grant to MOA all required building permits, subject to compliance with CITY building code requirements.

(a) All alterations, additions or improvements made by either party at the expense of MOA (except only movable office furniture and other personalty not attached to the Building) shall be deemed a part of the real estate and the property of EEF and shall remain upon and be surrendered with the Demised Premises as a part thereof without molestation, disturbance or injury at the end of the term, whether by lapse of time or otherwise.

(b) All improvements and remodeling of the Demised Premises shall be accomplished in accordance with the drawings and specifications prepared by MOA's architect. CITY's architect will be permitted to review MOA's space plan and to make recommendations, if any, concerning it prior to its approval by CITY. The CITY shall have final approval over the improvement and remodeling of the Demised Premises. MOA's contractor shall coordinate with CITY and other tenant contractors so as not to disrupt or damage work in other parts of the Civic Center Building. MOA's contractor shall coordinate with the Englewood contractor in performance of construction of the Demised Premises. MOA shall not be entitled to occupy the Demised Premises until a certificate of occupancy has issued. Barring unforeseen circumstances, MOA shall complete all improvements by the sixteenth day of May, 2000.

(c) Should CITY or EEF receive notice of, or should there be recordation in the real estate records of Arapahoe County, Colorado of, any materialman's or mechanic's lien on the CITY's or EEF's property as the result of any work performed, or materials provided, for or on behalf of, MOA, MOA shall, upon receipt of written notice from CITY or EEF, immediately have such lien released. If, for any reason, MOA is unable to obtain a release of said lien within thirty days of CITY or EEF's notice, MOA shall provide CITY or EEF with a cash payment in the amount of the stated amount of the lien. CITY or EEF shall place such cash deposit in an interest bearing account of CITY or EEF's choice at the bank where CITY or EEF conducts its banking business. If the lien is not thereafter released no later than six months following the date of CITY or EEF's notice, CITY or EEF shall be permitted to use the cash deposit and all earnings thereon to obtain a release of the lien. Should there be any balance remaining in the cash account after release of the lien, the balance shall be refunded to MOA. Should MOA obtain a release of the lien after making the cash deposit, the entire balance of the cash deposit shall be paid to MOA upon receipt by CITY or

EEF of satisfactory proof that CITY or EEF's title is no longer encumbered by the lien. Should CITY or EEF be named in any suit, whether or not it is a suit to foreclose upon a lien, resulting from any work performed, or materials provided, for or on behalf of, MOA, MOA agrees to indemnify and save CITY and EEF harmless from and against any such suit or claim, including costs.

(d) The improvements constructed by MOA shall be constructed according to drawings and specifications approved by the CITY for offices, classrooms, art workrooms and museum display areas. It is anticipated that MOA will provide improvements which have a value of at least \$280,000.

(e) The parties acknowledge that MOA must obtain a loan in order to complete its tenant improvement obligation hereunder. MOA shall be obligated to obtain a commitment, in a form reasonably acceptable to CITY, for the loan by the 31st day of January, 2000. Failure to obtain the commitment shall render this Agreement null and void.

**3.3 Common Premises Improvements.** The common area of approximately 1,000 square feet described in Exhibit E adjacent to the Museum Space together with bathrooms required by the CITY's Building Code ("Common Premises") shall be improved by the CITY, MOA and one or more other tenants of the Civic Center Building. Englewood and MOA each agree to pursue such improvements through the CITY's contractor. MOA shall not be responsible to expend more than one-third of the cost of such improvements (estimated to be Two Hundred Seventeen Thousand Dollars) in an amount not to exceed Seventy-three Thousand Dollars. If no third party tenant(s) participate(s) in this obligation to construct the Common Premises improvements, the CITY shall bear the cost of the remainder of such improvements. MOA shall take the lead with respect to design control for the Common Premises which shall be built in accordance with plans approved by the CITY.

#### **ARTICLE IV USE OF PREMISES**

**4.1 Use of Premises and Business Hours.** During the entire term of this Agreement, the Demised Premises shall be used solely for the purpose of the conduct of MOA's exempt purposes, its business offices, classes, and other lawful activities associated with such business. The business hours for MOA shall conform to the standard building hours of operation. The CITY agrees to accommodate additional hours outside standard building hours on a reasonable basis. MOA shall be required to provide the CITY with notice of the need for additional hours in advance. For all purposes under this Agreement standard building hours means 7:00 a.m. to 9:00 p.m., Monday through Friday, and 7:00 a.m to 6:00 p.m Saturday, other than holidays.

**4.2 Compliance with Laws and Regulations.** MOA shall, at all times, maintain and conduct its business, insofar as the same relates to MOA's use and occupancy of the Demised Premises, in a lawful manner, and in strict compliance at MOA's sole expense with all governmental laws, rules, regulations and orders and provisions of insurance underwriters applicable to the business of MOA conducted in and upon the Demised Premises.

**4.3 Affirmative Covenants of MOA Relative to Usage of Demised Premises.** MOA agrees to the following:

- (a) MOA shall warehouse, store or stock in the Demised Premises only MOA's necessary equipment and supplies.
- (b) MOA shall not permit waste.
- (c) MOA shall keep said premises clean and in the sanitary condition as required by the ordinances, and the health, sanitary, and police regulations, of CITY.
- (d) MOA shall not permit nor allow said premises, or the walls or floors thereof, to be endangered by overloading.

**ARTICLE V**  
**MAINTENANCE, REPAIRS AND SERVICES**

**5.1 By MOA.** MOA agrees that during the term of this Agreement, it will be obligated to make all repairs, maintenance and replacements to all fixtures, appliances and facilities furnished by MOA.

**5.2 By Englewood.** Englewood agrees that, without extra charge, during the term of this Agreement, and in accordance with standards from time to time prevailing for like office buildings in Englewood, Colorado, to furnish water, sewer, and such heated or cooled air to the Demised Premises during all of MOA's business hours as may be required for the comfortable use and occupancy of the Demised Premises; to provide building standard nightly janitor service for the Demised Premises during business days which, at a minimum, will include the daily emptying of waste receptacles, vacuuming of floors, spot cleaning of carpets as necessary, and dusting of all horizontal surfaces; to provide quarter annual window washing and such wall cleaning as may in the judgment of Englewood be reasonably required; to provide snow removal as needed; and to cause electric current to be supplied for lighting in the leased premises and public halls, and it is understood that MOA shall use such electric current as shall be supplied by Englewood for all equipment necessary to conduct MOA's business. The CITY shall replace light bulbs or tubes used in lighting the Demised Premises. Englewood shall, during standard business hours, provide proper and adequate security to the Demised Premises.

**5.3 Parking.** Englewood shall provide MOA with no fewer than forty (40) non-assigned and shared parking spaces in the parking area of CityCenter closest to access to the Museum Space.

**5.4 Surrender of Premises.** At the expiration of this Agreement, MOA shall surrender the Demised Premises in the same condition as exists upon the completion of the MOA improvements, ordinary wear and tear excepted.

**ARTICLE VI**  
**FIXTURES, SIGNS, AND ALTERATIONS**

**6.1 Fixtures.** All fixtures of a permanent nature installed by MOA shall be in good condition and have a useful life of at least twenty years, unless otherwise approved by EEF. Upon the installation of any fixture of a permanent nature by the MOA, such fixture shall become the property of EEF. EEF must approve in advance the installation of a permanent fixture and such approval shall not be unreasonably withheld.

**6.2 Signs.** MOA shall not erect any antenna, loudspeaker, or any exterior or interior signs without first obtaining the written consent of Englewood, which consent shall not be unreasonably withheld. MOA signage shall conform to other signage in the Civic Center Building. Further, all approved, illuminated signs must derive light from a concealed source (no exposed globes, tubing, etc.). Englewood shall provide adequate directional signage to and from MOA throughout the CityCenter as well as street and building signage identifying MOA's presence and location and identification of classes and events.

**6.3 Alterations.** Subsequent to completion of the improvements, MOA may, from time to time, during the term, at its own cost and expense, upon written consent of Englewood, which consent shall not be unreasonably withheld, make any reasonable nonstructural alterations or changes in the interior of the Demised Premises in a good and workmanlike manner in compliance with all applicable requirements of law, it being understood that "nonstructural" shall include moving of stud partitions, minor plumbing and electrical work and modification and rearrangement of fixtures; provided that nothing in this Section 6.3 shall limit or modify MOA's rights under Section 5.2. CITY agrees to cooperate with MOA for the purpose of securing necessary permits for any changes, alterations or additions permitted under this section. For this purpose, nonstructural alterations or changes do not include alterations or changes being made in the Museum Space for the purpose of presenting an art or performance exhibit of a duration of less than six months. In this latter event, MOA will not be obligated to obtain consent of CITY. MOA shall be required to obtain permits mandated by ordinance, if any, in order to make any such alterations or improvements.

MOA will not alter the exterior of the Demised Premises and shall have no right to make any change, alteration or addition to the Demised Premises which would impair the structural soundness or diminish or increase the size thereof, without the prior written consent of Englewood.

All costs of any such work shall be paid promptly by MOA so as to prevent the assertion of any liens for labor or materials. MOA agrees that any improvements made by it (except trade fixtures and unattached signs) shall immediately become the property of EEF.

**ARTICLE VII**  
**PUBLIC LIABILITY**

**7.1 MOA's Liability Insurance.** MOA shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Demised Premises, and the business operated by MOA in the Demised Premises, in which the limits of public

liability shall not be less than One Million and No/100 Dollars (\$1,000,000.00) per person and One Million and No/100 Dollars (\$1,000,000.00) per incident and in which the total damage liability shall not be less than Two Million and No/100 Dollars (\$2,000,000.00). The policy shall name Englewood as an additional named insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the CITY and EEF thirty (30) days prior written notice. The insurance shall be an insurance company approved to do business in the State of Colorado and a copy of the policy or a Certificate of Insurance shall be delivered to Englewood.

**7.2 Worker's Compensation.** To the extent required by law, MOA shall procure and maintain worker's compensation coverage for its employees.

## **ARTICLE VIII**

### **DAMAGE BY FIRE OR OTHER CASUALTY**

**8.1 Insurance Coverage by MOA.** MOA shall keep the Demised Premises insured against loss or damage by fire, with the usual extended coverage endorsements, in amounts not less than the full insurable value of the improvements thereof.

**8.2 Additional Coverage by MOA.** MOA agrees that it shall keep its fixtures, merchandise and equipment insured against loss or damage by fire with the usual extended coverage endorsements. It is understood and agreed that MOA assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

**8.3 Protection from Subrogation.** Anything in this Agreement to the contrary notwithstanding, neither CITY, EEF nor MOA shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring on the Demised Premises or the adjoining properties, sidewalks, streets or alleys, or in any manner growing out of or connected with MOA's use and occupation of the Demised Premises, or the condition thereof, or of sidewalks, streets or alleys adjoining caused by negligence or other fault of CITY, EEF or MOA or of their respective agents, employees, licensees, assignees, guests or invitees, to the extent that such business interruption or loss or damage to the property or injury to or death of persons is covered by or indemnified by proceeds received from insurance carried by the other party (regardless of whether such insurance is payable to or protects CITY, EEF or MOA or two or more of them) or for which such party is otherwise reimbursed; and licensees and assignees, for any such loss or damage to property or injury to or death of persons to the extent the same is covered or indemnified by proceeds received from any such insurance, or for which reimbursement is otherwise received. Nothing in this Section 8.3 contained shall be construed to impose any other or greater liability upon CITY, EEF or MOA than would have existed in the absence of this Section 8.3.

**8.4 Notice.** MOA shall give immediate written notice to Englewood of any damage caused to the Demised Premises by fire or other casualty.

**8.5 Partial Damage.** In case during the term hereof the Demised Premises shall be partially damaged (as distinguished from "substantially damaged," as that term is hereinafter defined) by fire or other casualty, MOA shall forthwith proceed to repair such damage and restore the

Demised Premises, (subject, however, to zoning laws and building codes then in existence) to substantially their condition at the time of such damage. MOA agrees that, promptly after completion of such work, it will proceed with reasonable diligence and at its sole cost and expense to restore its fixtures and equipment for reopening. In making such repairs of partial damage MOA shall be permitted to obtain the proceeds, if any, of the fire insurance procured by MOA which proceeds are paid as a result of such fire damage, whether paid directly to Englewood or the company or the agency doing the repair work. MOA shall be responsible for payment of all repair work for such partial damage which is not covered by such fire insurance.

**8.6 Substantial Damage.** In case during the term hereof the Demised Premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by insurance, MOA shall have the option exercisable in writing within forty-five (45) days to terminate this Agreement and deliver to Englewood all insurance proceeds (other than proceeds in respect of inventory, fixtures and equipment), if any, or to retain this Agreement in full force and effect in which event MOA shall, proceeding with all reasonable dispatch, repair or rebuild the Demised Premises, to substantially their condition at the time of such damage or destruction (subject, however, to zoning and building codes then in existence). For this purpose the term "inventory" includes, among other things, MOA's artwork.

**8.7 No Abatement of Operation.** MOA agrees that during any period of reconstruction or repair of the Demised Premises it will continue the operation of its business within the Demised Premises to the extent practicable.

**8.8 Definition of Substantial Damage.** The terms "substantially damaged" and "substantial damage," as used in this Article, shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the Demised Premises restored within one hundred and thirty-five (135) days from the time that such repair or restoration work would be commenced, as certified by a registered architect selected by MOA and accepted by Englewood.

## **ARTICLE IX HAZARDOUS MATERIALS**

**9.1 MOA's Representation.** MOA agrees that whenever it, or any of its agents, employees, contractors, licensees or invitees, causes or permits any Hazardous Material to be brought upon, kept, used or disposed of in, about or from the Demised Premises by MOA, the same will be kept, used and disposed of in a manner that complies with all laws regulating any such Hazardous Material and their possession, storage, use and disposal.

**9.2 Definition of Hazardous Material.** "Hazardous Material", as used in this Agreement, shall be any petroleum based products, paints and solvents, polychlorinated biphenyl, lead, acids, ammonium compounds and other chemical products (excluding commercially used cleaning materials in ordinary quantities), and any substance or material if defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state or local law, statute, regulation, or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time.

**9.3 Englewood's Responsibility for Removal.** Notwithstanding the foregoing, if any Hazardous Material was used in connection with the original construction of the Demised Premises and the removal of such Hazardous Material from the Demised Premises becomes necessary during the term of this Agreement, Englewood shall be responsible for the removal of the same, except if MOA, or any of its agents, employees, contractors, licensees, or invitees, by their actions (as opposed to ordinary wear and tear) has somehow affected the original construction materials in some way so that the same have to be removed, in which event MOA shall be responsible for such removal.

## **ARTICLE X** **ASSIGNMENT AND SUBLETTING**

**10.1 Consent Required.** MOA may not assign this Agreement and/or sublet the Demised Premises or any part thereof, without in each instance obtaining the written permission of CITY. The consent by Englewood to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Agreement is assigned, or if the Demised Premises or any part thereof is sublet or occupied by anybody other than MOA, CITY may collect rent from the assignee, sublessee or occupant, and apply the net amount collected to the rent herein reserved, and such assignment, subletting, occupancy or collection shall be deemed a release of MOA from the further performance by MOA of covenants on the part of MOA herein contained with respect to the assigned or sublet premises. Notwithstanding the right to assign or sublet herein granted, the CITY shall be permitted to refuse to consent to assignment or sublet unless the CITY's obligation under Article XVI is eliminated upon assignment or sublet.

## **ARTICLE XI** **MOA'S DEFAULT**

**11.1 Events of Default.** The following events shall be deemed to be events of default by MOA under this Agreement.

(a) MOA shall have failed to pay any installment of rent or any other charge provided herein, or any portion thereof when the same shall be due and payable, and the same shall remain unpaid for a period of ten (10) days after written notice from the CITY; or

(b) MOA shall have failed to comply with any other provisions of this Agreement and shall not cure such failure within thirty (30) days after CITY, by written notice, has informed MOA of such noncompliance; or

(c) MOA shall file in any court a petition in bankruptcy or insolvency or for reorganization within the meaning of the United States Bankruptcy Code, as amended, (or for reorganization or arrangement under any future Bankruptcy Act for the same of similar relief) or for the appointment of a receiver or trustee of all or a portion of MOA's property; or

(d) An involuntary petition of the kind referred to in paragraph (c) of this Section 11.1 shall be filed against MOA and such petition shall not be vacated or withdrawn within ninety (90) days after the date of filing thereof; or

(e) MOA shall make an assignment for the benefit of creditors; or

(f) MOA shall be adjudicated a bankrupt; or

(g) MOA shall for reasons other than those specifically permitted in this Agreement, cease to conduct its business operations required by Article IV hereof in the Demised Premises or shall vacate or abandon the Demised Premises and leave same vacated or abandoned for a period of thirty (30) days.

Upon the occurrence of an event of default, Englewood's sole remedy shall be to cancel and terminate this Agreement.

**11.2 Costs, Expenses and Attorneys' Fees.** In the event of any suit instituted by either party to enforce the covenants and agreements contained in this Agreement, the prevailing party in any such litigation shall be entitled to recover all costs, expenses, and reasonable attorneys' fees that may be incurred or paid as a result of such litigation. In the event of a compromise, neither party shall recover costs, expenses and attorneys' fees, but such costs, expenses and attorneys' fees may be considered by the parties in reaching a compromise.

## **ARTICLE XII**

### **SUBORDINATION OR SUPERIORITY OF SUBLEASE**

**12.1 Lease Subordinate or Superior to Deed of Trust.** It is agreed that the rights and interest of MOA under this Agreement shall be subject and subordinate to any mortgage or deeds of trust placed upon the Civic Center Building, to any and all advances to be made thereunder, to the interest thereon, and to all renewals, modifications, replacements and extension thereof, provided the mortgagee or trustee named in said mortgages or deeds of trust must elect by written notice delivered to MOA to subject and subordinate the rights and interest of the MOA under this Agreement to the lien of its mortgagee or deed of trust and shall agree to recognize this Agreement of MOA in the event of foreclosure if MOA is not in default; however, any mortgagee or trustee may elect to give the rights and interest of the MOA under this Agreement priority over the lien of its mortgage or deed of trust. In the event of either such election, and upon notification by such mortgagee or trustee to MOA to that effect, the rights and interest of the MOA under this Agreement shall be deemed to be subordinate to, or have priority over, as the case may be, the lien of said mortgage or deed of trust, whether this Agreement is dated prior to or subsequent to the date of said mortgage or deed of trust. MOA shall execute and deliver whatever instruments may be required for such purposes, and in the event MOA fails so to do within ten (10) days after demand in writing, MOA does hereby make, constitute and irrevocably appoint CITY as its attorney in fact and in its name, place and stead so to do.

**ARTICLE XIII**  
**MISCELLANEOUS PROVISIONS**

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**13.1 Holding Over.** In the event that MOA shall continue to occupy the Demised Premises after the expiration of this Agreement, said tenancy shall be construed to be a tenancy from month-to-month. All of the terms and conditions herein contained shall apply.

**13.2 Waiver.** Failure on the part of the CITY to complain or notify of any action or nonaction on the part of MOA, no matter how long the same may continue, shall never be deemed to be a waiver by Englewood of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Englewood shall be construed as a waiver at any subsequent time of the same provisions unless Englewood so agrees at the time of the waiver.

**13.3 Covenant of Quiet Enjoyment.** MOA, subject to the terms and provisions of this Agreement on payment of the rent and observing, keeping and performing all of the terms and provisions of this Agreement on its part to be observed, kept and performed, shall lawfully peaceably and quietly have, hold, occupy and enjoy the Demised Premises during the term hereof without hindrance or ejection by any persons lawfully claiming under Englewood. MOA acknowledges that a dance studio may occupy premises contingent to the Demised Premises.

**13.4 Status Reports.** Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this Agreement. Without limiting the generality of the foregoing, MOA specifically agrees, promptly upon the commencement of its business in the Demised Premises, to notify CITY in writing of the date thereof, and acknowledge satisfaction of the requirements with respect to construction and other matters by Englewood, save and except for such matters as MOA may wish to set forth specifically in said statement.

**13.5 Notice to Mortgagee.** After receiving written notice from any person, firm, or other entity, that it holds a mortgage (which term shall include a deed of trust) which includes as part of the mortgaged premises the Demised Premises, MOA shall, so long as such mortgage is outstanding be required to give to such holder the same notice as is required to be given to CITY under the terms of this Agreement, but such notice may be given by MOA to CITY and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and the same time within which to effect such curing, as is available to CITY; and if necessary to cure such a default, such holder shall have all rights of CITY.

**13.6 Invalidation of Particular Provisions.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**13.7 Provisions Binding, Etc.** Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Englewood and MOA. Each term and each provision of this Agreement to be performed by Englewood or MOA shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of MOA is not intended to constitute a consent to assignment by MOA, but has reference only to those instances in which Englewood may later give written consent to a particular assignment as permitted by the provisions of Section 10.1 hereof.

**13.8 Governing Law.** This Agreement shall be governed exclusively by the provisions hereof and by laws of the State of Colorado and its political subdivisions as the same may from time to time exist.

**13.9 Notices.** Any notice which may be required to be given under this Agreement shall be delivered in person or sent by registered or certified mail, postage prepaid and shall be addressed to Englewood at 3400 South Elati Street, Englewood, Colorado 80110 (through May 31, 2000 and thereafter to 1000 Englewood Parkway, Englewood, Colorado 80110), Attention: City Manager and to MOA at the address of the Demised Premises, with a copy to Sheldon H. Smith, Davis, Graham & Stubbs LLP, 370 17th Street, Suite 4700, Denver, Colorado 80202, or to either party at such other address as shall be designated by written notice to the other party.

Whenever under this Agreement a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to MOA is in writing addressed to MOA at the Demised Premises and deposited in the mail with postage prepaid, and if such notice to Englewood is in writing addressed to the location for payment of rent as provided in Article II and deposited in the mail with postage prepaid.

**13.10 Section Headings.** The headings, section numbers and article numbers appearing in this Agreement are not intended in any manner to define, limit or describe the scope of any such section or article and are solely inserted as a matter of convenience.

**13.11 Entire Agreement.** This Agreement and any exhibits or riders made a part hereof constitute the entire agreement between the parties relating to the subject matter hereof. It is understood that there are no oral agreements between the parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements or understandings, if any, between the parties hereto or displayed by Englewood to MOA with respect to the subject matter hereof, and none shall be used to interpret or construe this Agreement. It is further agreed by and between the parties hereto that there shall be no modification or amendment of this Agreement except as may be executed in writing between the parties hereto.

**13.12 Access to Premises.** Englewood shall have the right to enter upon the Demised Premises at all reasonable hours for the purpose of inspecting the same and during any emergency. If Englewood deems any repairs necessary, Englewood may make at its expense or cause MOA to make such repairs, as may be required under this Agreement, at MOA's expense.

**13.13 Payment After Termination or Notice.** No payment of money by MOA to Englewood after the termination of this Agreement in any manner, or after the giving of any notice to MOA, shall reinstate, continue or extend the term of this Agreement or affect any notice given to MOA prior to the payment of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment granting Englewood possession of said premises, Englewood may receive and collect any sums of rent due, or any other sums of money due under the terms of this Agreement, and the payment of such sums of money whether as rent or otherwise, shall not waive said notice, or in any manner affect any pending suit or any judgment theretofore obtained.

**13.14 Access for Reletting.** Englewood may at any time within ninety (90) days before the expiration of this Agreement, enter the Demised Premises at all reasonable hours for purposes of offering the same for rent, and may place and keep on the window and doors of said premises signs advertising the premises for rent.

**13.15 Joint and Several Liability.** All the terms, covenants and conditions contained in this Agreement to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

**13.16 Brokers.** MOA warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Agreement, and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Agreement.

**13.17 Corporate Authority.** MOA is a Colorado not-for-profit corporation, and each individual executing this Agreement on behalf of MOA represents and warrants that he is duly authorized to duly execute and deliver this Agreement on behalf of MOA, and that this Agreement is binding upon MOA in accordance with its terms.

**13.18 Copies.** This Agreement may be executed in any number of copies all of which shall be deemed an original and all of them shall constitute one and the same agreement; provided, that, it shall only be necessary to produce one copy of such Agreement for proof.

**13.19 Approval of City Council.** CITY represents and warrants that all of the terms of this Agreement have been reviewed and approved by its City Council, that an appropriate resolution has been adopted by the City Council authorizing CITY to enter into this Agreement, that the person executing this Agreement on behalf of CITY has full authority to do so, and that the actions of the City Council are such that this Agreement shall remain in full force and effect in accordance with its terms throughout the term described in Section 1.2. CITY further represents and warrants that this Agreement is legally binding upon CITY; however, any provision of this Agreement or its exhibits which impose upon the CITY, directly or indirectly, any financial obligation whatsoever to be performed or which may be performed in any fiscal year subsequent to the year of execution of this Agreement is expressly made contingent upon and subject to funds for such financial obligation be appropriated, budgeted and otherwise made available. A copy of the resolution of the City Council is attached hereto and incorporated herein as Exhibit H.

**13.20 Approval of Board of Directors of EEF.** EEF represents and warrants that all of the terms of this Agreement have been reviewed and approved by the Board of Directors of EEF, that an appropriate resolution has been adopted by the Board of Directors authorizing EEF to enter into this Agreement, the person executing this Agreement on behalf of EEF has full authority to do so, and that the actions of the Board of Directors are such that this Agreement shall remain in full force and effect in accordance with its terms throughout the term described in Section 1.2. EEF represents that it is a legally constituted entity with capacity to execute this Agreement which it represents is legally binding upon EEF. A copy of the resolution of the Board of Directors of EEF is attached hereto and incorporated herein as Exhibit I.

#### **ARTICLE XIV MOA'S RENEWAL OPTION**

**14.1 Option to Renew.** As additional consideration for the covenants of MOA hereunder, CITY hereby grants unto MOA an option (the "Option") to extend the term of the Agreement for three (3) additional terms of five (5) years (an "Option Term") each. Each Option shall apply to all Museum Space at the time the Option Term would commence, and shall be on the following terms and conditions:

(a) Written notice of MOA's election to exercise an Option shall be given to CITY no later than six (6) months prior to the expiration of the term ("MOA's Notice"). If MOA timely exercises an Option, the Agreement shall be deemed extended with all of its terms.

(b) Unless CITY is timely notified by MOA in accordance with paragraph (a) above, it shall be conclusively deemed that MOA does not desire to exercise the Option, and the Agreement shall expire in accordance with its terms, at the end of the term.

(c) If MOA is in default of this Agreement at the time of notice hereunder, the option may be exercised only with the written consent of the CITY.

(d) The Options granted hereunder shall be upon all of the terms and conditions contained herein.

(e) After exercise of all of the Options above described, there shall be no further rights on the part of MOA to extend the term of the Agreement.

#### **ARTICLE XV ARTWORK DISPLAY**

**15.1 Display of Artwork.** The works of art described in Exhibit F hereto, each of which is owned by MOA, shall be displayed throughout the CityCenter pursuant to the Artwork Installation Plan described in Section 15.5 below. Works of art subsequently acquired by MOA and works of art prepared through MOA's art education programs may be displayed in such areas of CityCenter from time to time. MOA alone shall have the right to display works of art and exhibits in CityCenter in the locations described as MOA artwork locations in the Artwork Installation Plan, and all

decisions with respect to the nature and propriety of any particular piece of art or any exhibit by MOA of any artwork whatsoever is expressly granted, reserved to and held alone by MOA. Location of artwork within CityCenter as set forth in Exhibit F shall be subject to approval of the CITY. Exhibit F shall be amended, upon approval by CITY, EEF and MOA, from time to time as new works of art are installed, new plans are prepared, art is removed, or otherwise. Amendments to Exhibit F are incorporated herein.

**15.2 Movement of Artwork.** With the consent of EEF, MOA shall be permitted to move any permanent work of art from one designated point to any other designated point within the CityCenter during the term of the Agreement. The cost of moving any such art within CityCenter shall be paid by MOA, unless the request to move the art was made by the CITY or EEF in which event the CITY or EEF shall pay the cost.

**15.3 Sale of Artwork.** MOA, in its sole and absolute discretion, shall be permitted to sell any work of art which it owns and which is on display in the CityCenter other than those designated as "Permanent Installations" on Exhibit F. Upon the removal of any such sold item, MOA shall be responsible to pay for all costs of removal and any cost of restoration of the space from which such artwork was removed.

**15.4 Original Installation of Artwork.** Within the period that commences thirty (30) days prior to the Occupancy Date and ends no later than ninety (90) days following the Occupancy Date, MOA, at its sole cost, will move and complete any restoration or conservation which MOA deems necessary on each of the eighteen pieces of art described in Exhibit F. Thirteen of these pieces of art will be permanently installed for the term of the Agreement in the CityCenter pursuant to the Artwork Installation Plan. Five of the pieces of art identified as "Temporary Installations" in Exhibit F may be replaced or moved at MOA's sole discretion within or without CityCenter. The initial installation shall be paid for by Englewood and will include signage, all landscaping, pedestals, lighting, pads and other items described in the Artwork Installation Plan. In no event, however, shall Englewood be obligated to pay more than \$100,000 for the initial installation.

**15.5 Artwork Installation Plan.** No later than the 15th day of March, 2000, the CITY, EEF and MOA shall agree to an Artwork Installation Plan. The Artwork Installation Plan shall be in writing which, upon completion, shall be incorporated into this Agreement as Exhibit G. The Artwork Installation Plan shall identify the places in the CityCenter where artwork will be permitted to be displayed, shall set forth the requirements for installation and display including, but not limited to, foundations and pedestals, fencing, lighting, security cameras, and all other matters pertaining to the installation and display of the artwork.

**15.6 Responsibility for Installed Artwork.** MOA shall be responsible for, and pay the expense of, maintenance, repair, replacement, insurance and extraordinary security for the artwork installed at any time in CityCenter. Englewood shall be responsible for utilities, ground maintenance and standard security for the artwork installed at any time in CityCenter.

**ARTICLE XVI**  
**CITY SUPPORT OF MOA**

**16.1 Annual Contribution by CITY.** The CITY will pay to MOA the sum of Ninety-Six Thousand Dollars (\$96,000.00) annually by payment of Forty-Eight Thousand Dollars (\$48,000) on the Occupancy Date and on each date thereafter which is six months following the preceding payment date throughout the term of this Agreement. It is anticipated that the CITY will take all reasonable steps to fulfill this obligation recognizing that the TABOR amendment to the Colorado Constitution does not allow for the enforcement of this promise unless there is compliance with the TABOR amendment. This grant shall be utilized, in MOA's discretion, solely for the following purposes, set forth hereafter in no particular order of priority:

- (a) Support for MOA's education programs and facilities.
- (b) Assistance with special events provided within the CITY by MOA.
- (c) Public art displays.
- (d) Ongoing maintenance of artwork displayed in the CityCenter.

**16.2 Failure of CITY to Make Annual Contribution.** Should the CITY fail to make any annual contribution as provided for in Section 16.1, MOA shall have the following remedies:

- (a) Declare this Agreement terminated, AND
  - (1) Vacate the Demised Premises, AND
  - (2) Obtain from the CITY in a lump sum payment, within thirty (30) days of the date MOA vacates the Demised Premises, in an amount equal to the total value (not to exceed Five Hundred Thousand Dollars (\$500,000) of improvements made by MOA to the Demised Premises under Section 3.2 and to the Common Premises under Section 3.3 reduced by Twelve Thousand Dollars (\$12,000) for each full year measured from the Occupancy Date to the date of the CITY's failure to pay under Section 16.1 and then multiplied by a fraction whose numerator is ten (10) minus the number of full years from the Occupancy Date to the date of the CITY's failure to pay and whose denominator is ten (10); OR
- (b) Elect to keep this Agreement in effect by remaining a subtenant pursuant to the terms hereof without payment of the amounts set forth in Section 16.1 and, notwithstanding any provision to the contrary, have the right to remove any or all works of art described in the Artwork Installation Plan or in Exhibit F without the consent of Englewood.

**ARTICLE XVII**  
**MOA OBLIGATIONS, PERFORMANCE, AND REPRESENTATIONS**

**17.1 MOA Operations.** MOA will continue to operate, maintain and enhance a world-class museum and art education program at CityCenter. MOA will develop programming that may

include, but not be limited to, art education-based exhibitions and special events such as the state-wide Design and Build Competition; state-wide education-based gallery exhibitions and special programs; concerts, workshops and festivals in collaboration with Up Close and Musical, musicians from the Colorado Symphony Orchestra, The David Taylor Dance Theatre, and other Colorado and resident arts organizations; and temporary and permanent art installations of approximately \$1,000,000 in value. Notwithstanding the foregoing description of operations, should any of these operations terminate at no fault of MOA, there shall be no breach of this operations requirement, but, MOA shall thereafter use all reasonable efforts to replace the terminated operation with a similar one. MOA shall continue to market all of its programs and activities at CityCenter. MOA will develop a resident art education discount program for all residents of the City of Englewood, Colorado in collaboration with the Englewood Cultural Arts Commission.

**17.2 MOA Representations.** MOA represents to the CITY as follows:

- (a) MOA has been recognized for its efforts in both "Arts" and "Education."
- (b) The Governor of Colorado and the Colorado Council on the Arts honored MOA in 1995 with the *Governor's Award for Excellence in the Arts*, Colorado's highest arts honor.
- (c) In 1993, MOA was presented with the *Museum Educator of the Year* award from the Colorado Art Association and has also been praised for art and education by all the major art and news publications in Colorado, including Westword's "*Best of Denver: Best Art Classes for Kids*" 1995.
- (d) MOA currently offers approximately 50 classes differing in focus and duration in each of three annual sessions.
- (e) MOA currently provides art education services for three times as many primary school students as the Denver Art Museum.
- (f) MOA produces special programming throughout each calendar year.
- (g) MOA maintains a minimum annual budget of \$500,000 which it shall maintain so long as its gross income from all sources equals or exceeds its gross income for 1999; and should its gross income fall below the amount for 1999, the minimum budget shall reduce only in proportion to the decrease in gross income.
- (h) Up Close and Musical was established in 1987 as a Colorado non-profit organization and independent affiliate of the Colorado Symphony Orchestra. It has performed over 500 concerts to thousands of people throughout Colorado, and the majority of its presentations are geared for elementary school audiences. Its versatility lends itself to adaptations for expanded programming to audiences of all ages at CityCenter.
- (i) MOA shall spend at least \$50,000 per year for its programming as described in Section 17.1, and, no later than August 31 of each year, MOA shall provide a report to the CITY describing the programs provided and costs incurred during the preceding year of this Agreement with respect to all programs provided at CityCenter.





**EXHIBIT A**

**TO**

---

**GOVERNMENTAL AGREEMENT AND SUBLEASE**

**between**

**THE CITY OF ENGLEWOOD, COLORADO**

**ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.**

**AND**

**THE MUSEUM OF OUTDOOR ARTS**

**Legal Description for 1000 Englewood Parkway**

"EXHIBIT A"

PARCEL A: ENGLEWOOD CIVIC CENTER SITE

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33;  
THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 33 A DISTANCE OF 68.00 FEET TO A POINT ON THE NORTH LINE OF WEST HAMPDEN AVENUE (AS SAID NORTH LINE EXISTED PRIOR TO THE GRANT OF EASEMENTS IN INSTRUMENTS RECORDED IN BOOK 1714 AT PAGES 412, 423, 426 AND 429);  
THENCE EASTERLY ON AN ANGLE TO THE RIGHT OF 90 DEGREES 07 MINUTES 26 SECONDS ALONG SAID NORTH LINE A DISTANCE OF 163.00 FEET;  
THENCE NORTHERLY ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 405.00 FEET TO THE "TRUE POINT OF BEGINNING" OF A PARCEL OF LAND DESCRIBED AS EXCEPTION "A" IN BOOK 1807 AT PAGE 713;  
THENCE NORTHWESTERLY ON AN ANGLE TO THE LEFT OF 45 DEGREES 00 MINUTES 00 SECONDS ALONG SAID PARCEL A DISTANCE OF 384.00 FEET;  
THENCE SOUTHWESTERLY ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS ALONG SAID PARCEL A DISTANCE OF 480.00 FEET;  
THENCE NORTHWESTERLY ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS ALONG SAID PARCEL A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING SITUATED 25.00 FEET SOUTHEASTERLY FROM THE SOUTHEAST FACE OF THE FOLEY'S BUILDING AS MEASURED PERPENDICULAR THERETO;

THENCE AROUND SAID FOLEY'S BUILDING THE FOLLOWING SEVEN (7) COURSES:

1. NORTHEASTERLY ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS, PARALLEL WITH AND 25.00 FEET DISTANT FROM SAID BUILDING, A DISTANCE OF 145.00 FEET;
2. THENCE NORTHWESTERLY ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS, PARALLEL WITH AND 50.00 FEET DISTANT FROM SAID BUILDING, A DISTANCE OF 262.00 FEET;

PARCEL A (CONT'D):

3. THENCE SOUTHWESTERLY ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS, PARALLEL WITH AND 10.00 FEET DISTANT FROM SAID BUILDING, A DISTANCE OF 125.00 FEET;
4. THENCE NORTHWESTERLY ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS, PERPENDICULAR TO SAID BUILDING, A DISTANCE OF 70.00 FEET;
5. THENCE SOUTHWESTERLY ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS, PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID BUILDING, A DISTANCE OF 165.00 FEET;
6. THENCE SOUTHEASTERLY ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS, PARALLEL WITH AND 35.00 FEET DISTANT FROM SAID BUILDING, A DISTANCE OF 332.00 FEET;
7. THENCE NORTHEASTERLY ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS, PARALLEL WITH AND 25.00 FEET DISTANT FROM THE FACE OF SAID BUILDING, A DISTANCE OF 145.00 FEET TO THE TRUE POINT OF BEGINNING,

COUNTY OF ARAPAHOE,  
STATE OF COLORADO.

**EXHIBIT B**

**TO**

---

**GOVERNMENTAL AGREEMENT AND SUBLEASE**

**between**

**THE CITY OF ENGLEWOOD, COLORADO**

**ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.**

**AND**

**THE MUSEUM OF OUTDOOR ARTS**

**Plat of CityCenter**

**EXHIBIT C**

**TO**

---

**GOVERNMENTAL AGREEMENT AND SUBLEASE**

**between**

**THE CITY OF ENGLEWOOD, COLORADO**

**ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.**

**AND**

**THE MUSEUM OF OUTDOOR ARTS**

**Exempt Purposes of The Museum of Outdoor Arts**

## **MOA'S EXEMPT PURPOSES**

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The Corporation is formed exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954 as amended (the "Code"), the principal purposes of which shall include, but not be limited to, the stimulation, promotion and development of the interest of the general public in every manner of art forms through the organization and operation of outdoor and indoor museums, the holding and sponsorship of music concerts, art exhibitions and theatrical and dance performances, all for cultural and educational purposes and to perform every act or acts necessary for, incidental to or connected with the furtherance of its charitable and educational purposes and generally to do anything permitted of an organization exempt from Federal income taxation under Section 501(c)(3) of the code.

**EXHIBIT F**

**TO**

---

**GOVERNMENTAL AGREEMENT AND SUBLEASE**

**between**

**THE CITY OF ENGLEWOOD, COLORADO**

**ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.**

**AND**

**THE MUSEUM OF OUTDOOR ARTS**

**List of Artwork to Be Displayed at CityCenter**

## **PUBLIC ART FOR INSTALLATION IN ENGLEWOOD CITYCENTER**

---

### **Permanent Installations:**

- 1-Porcellino
- 1-Resistance
- 2-Marzoceo Lions
- 2-Greek Dogs
- 1-Windsong III
- 1-Brooklyn Bridge
- 1-The Fence
- 1-Bronze Bear
- 1-Child of Peace
- 2-Two untitled paintings by Joe Snyder

Total: 13

### **Temporary Installations:**

- 1-Spheres
- 1-Marble On My Mind
- 1-Gossips
- 1-Luke the Evangelist
- 1-Two Open Trapezoids, Excentric V.

Total: 5

**EXHIBIT G**

**TO**

---

**GOVERNMENTAL AGREEMENT AND SUBLEASE**

**between**

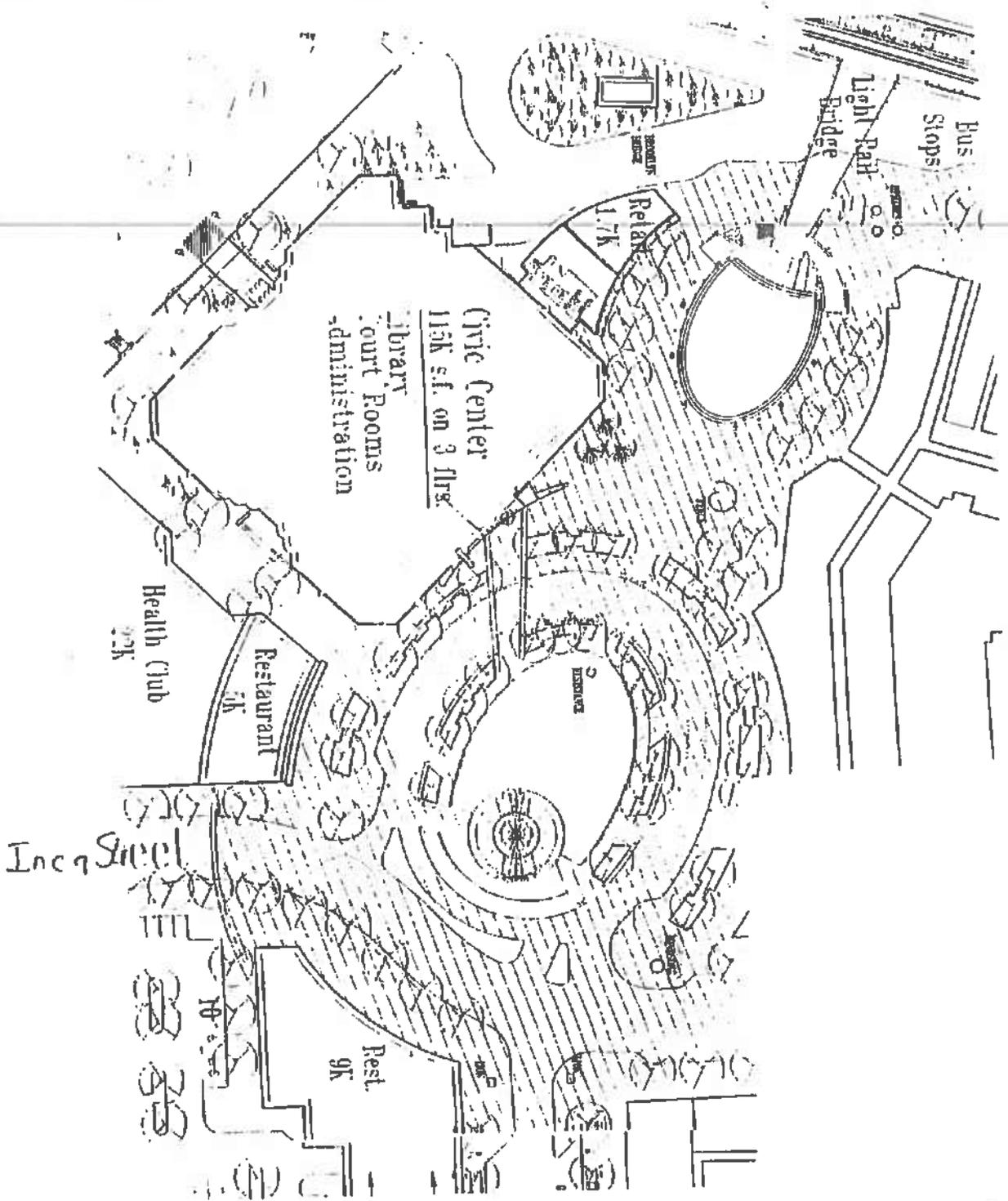
**THE CITY OF ENGLEWOOD, COLORADO**

**ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.**

**AND**

**THE MUSEUM OF OUTDOOR ARTS**

**Artwork Installation Plan  
(To be added to Agreement at its completion)**



Inc 9 Steel

**EXHIBIT H**

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**TO**

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**GOVERNMENTAL AGREEMENT AND SUBLEASE**

**between**

**THE CITY OF ENGLEWOOD, COLORADO**

**ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.**

**AND**

**THE MUSEUM OF OUTDOOR ARTS**

**Resolution of the City Council of the City of Englewood, Colorado**

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**COUNCIL COMMUNICATION**

---

<b>Date</b> April 3, 2000	<b>Agenda Item</b>  10 c i	<b>Subject</b> A resolution reserving funds as required by the City's agreement with the Museum of Outdoor Arts (MOA)
<b>Initiated By</b> Administrative Services Department	<b>Staff Source</b> Frank Gryglewicz, Director	

**COUNCIL GOAL AND PREVIOUS COUNCIL ACTION**

City Council has discussed enhancing the cultural climate in the City on numerous occasions. The Council has met with representatives of the Museum at past study sessions, and approved an agreement and sublease with the MOA on second reading November 22, 1999. The Council approved an amendment to the agreement on March 13, 2000.

**RECOMMENDED ACTION**

Staff recommends the City Council approve the attached resolution.

**BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED**

The Taxpayers Bill of Rights (TABOR) requires the City to obtain a vote of the people or reserve funds before entering into a multi-year fiscal obligation. This reservation of funds satisfies the requirements of TABOR. A vote of the people was not practical because of time constraints and the relatively small dollar amount of the reserve. The City of Englewood will continue to earn interest on the reserved funds, but the funds will not be available for appropriation.

**FINANCIAL IMPACT**

The initial reservation of funds is \$500,000. The reservation will be reduced over ten years to zero per the attached schedule.

**LIST OF ATTACHMENTS**

- Proposed resolution

RESOLUTION NO. \_\_\_\_  
SERIES OF 2000

**A RESOLUTION AUTHORIZING THE RESERVATION OF FUNDS AS REQUIRED BY  
THE AGREEMENT BETWEEN THE MUSEUM OF OUTDOOR ARTS (MOA) AND THE  
CITY OF ENGLEWOOD, COLORADO.**

WHEREAS, the Englewood City Council authorized an Agreement and Sublease between MOA, Englewood Environmental Foundation (EEF) and the City by the passage of Ordinance No. 68, Series of 1999; and

WHEREAS, the Englewood City Council authorized an Amendment to the Agreement and Sublease between MOA, EEF and the City by the passage of Council Bill No. 15, Series of 2000; and

WHEREAS, the Taxpayers Bill of Rights (TABOR) requires the City to obtain a vote of the people or reserve funds before entering into a multi-year fiscal obligation; and

WHEREAS, by the passage of this Resolution the reservation of funds satisfies the requirements of TABOR; and

WHEREAS, the initial reservation of funds is \$500,000 which will be reduced over a ten year period to zero and will continue to earn interest on the reserved funds, but these funds will not be available for appropriation;

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the initial reservation of funds in the amount of \$500,000 in the year 2000, as required by the City of Englewood, Colorado Agreement with the Museum of Outdoor Arts (MOA) such reserve shall be reduced each year for ten years until the reserve is zero in the year 2010.

ADOPTED AND APPROVED this 3rd of April, 2000.

ATTEST:

\_\_\_\_\_  
Thomas J. Burns, 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 2000.

\_\_\_\_\_  
Loucrishia A. Ellis

**EXHIBIT I**

**TO**

---

**GOVERNMENTAL AGREEMENT AND SUBLEASE**

**between**

**THE CITY OF ENGLEWOOD, COLORADO**

**ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.**

**AND**

**THE MUSEUM OF OUTDOOR ARTS**

**Resolution of the Board of Directors of Englewood Environmental Foundation, Inc.**

**ACTION BY CONSENT MINUTES IN LIEU**

---

**OF THE BOARD OF DIRECTORS OF**

---

**ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.**

The undersigned, being all of the directors of Englewood Environmental Foundation, Inc., a Colorado nonprofit corporation, (hereafter referred to as "the Foundation"), take the following action by consent without a meeting as authorized by Colorado Revised Statutes §7-128-202, which shall have the same effect as action taken at a meeting directors:

WHEREAS, as a part of the plan for the redevelopment of the Cinderella City Shopping Center, the Foundation is redeveloping the former Foley's building and subleasing such building , to be known as the Civic Center Building, to the City of Englewood (the "City"); and

WHEREAS, it has been deemed to be important that culture and the arts be incorporated as a part of such redevelopment project;

WHEREAS, the City has reached an agreement with The Museum of Outdoor Arts (MOA) for MOA to move its facilities and art to the Civic Center Building and the surrounding area, which agreement was reflected in a "Governmental Agreement and Sublease" which was approved by the City Council of the City and by the directors of the Foundation and was executed on behalf of the parties; and

WHEREAS, the parties have now agreed to amend such "Governmental Agreement and Sublease" in certain particulars as reflected in the Amendment attached hereto and incorporated herein by reference; and

WHEREAS, the directors of the Foundation have reviewed the terms of the Amendment and approve thereof; it is therefore

**RESOLVED**, that the proper officers of the Foundation are hereby authorized and directed to execute the attached "Amendment to the Governmental Agreement and Sublease" on behalf of the Foundation; and

**FURTHER RESOLVED**, that the proper officers of the Foundation are authorized and directed to execute any other or additional documents reasonably necessary to implement such Amendment.

**FURTHER RESOLVED**, that if the President of the Foundation is not available to sign any of the documents referred to herein, any other officer of the Foundation is hereby granted the authority to execute such document(s) on behalf of the Foundation.

This Action By Consent may be executed in one or more counterparts, all of which taken together shall constitute the same action when signed by all the members of the Board of Directors of the Foundation, and which shall have the same effect as action taken at a meeting of directors..

\_\_\_\_\_  
Frank Gryglewicz, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rick Kahm, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Simpson, Director

\_\_\_\_\_  
Date

## BY AUTHORITY

ORDINANCE NO. 15  
SERIES OF 2000

COUNCIL BILL NO. 15  
INTRODUCED BY COUNCIL  
MEMBER BRADSHAW

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF AN AMENDMENT TO THE AGREEMENT AND SUBLEASE BETWEEN THE MUSEUM OF OUTDOOR ARTS (MOA), THE ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC. (EEF) AND THE CITY OF ENGLEWOOD, COLORADO (CITY).

WHEREAS, the City Council of the City of Englewood has designated approximately 15,000 square feet of space on the second floor of the Englewood Civic Center for cultural uses; and

WHEREAS, in an effort to activate and energize CityCenter Englewood and to provide for a unique character to the development, the City has explored opportunities for cooperation with cultural organizations at CityCenter; and

WHEREAS, the primary tenant for this area is the Museum of Outdoor Arts ; and

WHEREAS, the Englewood City Council authorized an Agreement and Sublease between MOA, EEF and the City by the passage of Ordinance No. 68, Series of 1999; and

WHEREAS, additional space has become available and the parties wish to enlarge the amount of space available to the Museum of Outdoor Arts for sublease; and

WHEREAS, the passage of this proposed Ordinance will finalize an amendment to the Sublease and Agreement between the City of Englewood, the Englewood Environmental Foundation, Inc. and the Museum of Outdoor Arts expanding the space and clarifying uses;

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

Section 1. The acceptance of the Amended Agreement and Sublease between the City of Englewood, Colorado, Museum of Outdoor Arts and the Englewood Environmental Foundation, Inc. for space at the Englewood Civic Center, attached as "Attachment 1", is hereby accepted and approved by the Englewood City Council.

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

Introduced, read in full, and continued on first reading on the 6<sup>th</sup> day of March, 2000.

**AMENDMENT TO GOVERNMENTAL AGREEMENT AND SUBLEASE**

WHEREAS, the City of Englewood, Colorado (hereinafter referred to as "CITY"), the Englewood Environmental Foundation, Inc. (hereinafter referred to as "EEF"), and The Museum of Outdoor Arts (hereinafter referred to as "MOA") entered into a "Governmental Agreement and Sublease" on November 22, 1999. Concerning the agreement and sublease of certain premises in the Civic Center Building located at 1000 Englewood Parkway.

WHEREAS, the parties wish now to amend that agreement to reflect subsequent changes in the availability of space and agreements for mutual use of that space.

THEREFORE the following sections shall now read as follows:

**GRANT AND TERM**

1.1 **Demised Premises.** In consideration of the rents, covenants and agreements herein reserved and contained on the part of MOA to be performed, CITY does hereby sublease and demise unto MOA the space to be located in the Civic Center Building as shown on Amended Exhibit D attached hereto and incorporated herein by this reference, located at 1000 Englewood Parkway, Englewood, Colorado, which premises (hereinafter called "Demised Premises") are also known as "Museum Space". The Demised Premises contains approximately ten-thousand (10,000) square feet of rentable space as shown on Amended Exhibit D.

**ARTICLE III  
CONDITION OF PREMISES**

3.3 **Restroom Improvements.** The restroom improvements as shown on Amended Exhibit D, as required by the CITY'S Building Code, shall be improved by the CITY and MOA in accordance with the CITY'S plans. Englewood agrees to pursue such improvements through the CITY'S contractor. MOA shall not be responsible to expend more than one-third (1/3) of the cost of such improvements in an amount not to exceed Forty Thousand Dollars.

**ARTICLE XVIII  
SHARED USE OF CULTURAL SPACE**

18.1 **Shared use of CITY'S Cultural Space.** The City agrees to allow MOA to use the CITY'S cultural space (the approximately 4000 square foot area adjacent to the MOA space on the second floor of the Civic Center). The CITY will have the exclusive right and responsibility for the scheduling of the space and will have first priority for its use. The second priority for scheduling will be programs that are jointly offered by the

STATE OF COLORADO )  
ss. )  
COUNTY OF ARAPAHOE )

The foregoing Amendment to Governmental Agreement and Sublease was subscribed, acknowledged, and affirmed or sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_ as \_\_\_\_\_ of Englewood Environmental Foundation, Inc.

WITNESS my hand and official seal,

\_\_\_\_\_  
Notary Public

(SEAL)

\_\_\_\_\_  
Address

My Commission Expires:  
\_\_\_\_\_

THE MUSEUM OF OUTDOOR ARTS

by: \_\_\_\_\_  
Its: President

STATE OF COLORADO )  
ss. )  
COUNTY OF ARAPAHOE )

The foregoing Amendment to Governmental Agreement and Sublease was subscribed, acknowledged, and affirmed or sworn to before me this 10<sup>th</sup> day of March, 2000, By Cynthia Madden Leitch as President of The Museum of Outdoor Arts.



# M

April 25, 2010

Mr. Michael Flaherty  
Deputy City Manager  
City of Englewood  
Englewood, Colorado 80110

Re: MOA – EXERCISE OF OPTION TO EXTEND ENGLEWOOD,  
GOVERNMENTAL AGREEMENT AND SUBLEASE (“AGREEMENT”).



Dear Mr. Flaherty:

Reference is hereby made to that certain Governmental Agreement and Sublease by and between the Museum of Outdoor Arts (“MOA”), the City of Englewood (“City”) and the Englewood Environmental Foundation, Inc. (“EEF”), which term shall terminate at 12:00 midnight, on May 15, 2010 (collectively referred to herein in its entirety as “Agreement”).

Pursuant to Article XIV (a) of the Agreement, MOA hereby timely exercises its option to extend the term of the Agreement by an additional five (5) year period commencing at 12:00 midnight, on May 15, 2010.

Except as provided in this exercise notice, all other terms of the Agreement shall remain in full force and effect.

THE MUSEUM OF OUTDOOR ARTS

By:

  
Cynthia Madden Leitner  
President & Executive Director

Cc: MOA, General Counsel  
MOA, Board of Directors



DESTINATION ART

1000 Englewood Parkway Suite 2-230 Englewood Colorado 80110  
303 806 0444 fax 303 806 0504





November 25, 2014

Mr. Michael Flaherty  
Assistant City Manager  
City of Englewood  
Englewood, Colorado 80110

Re: MOA – EXERCISE OF OPTION TO EXTEND ENGLEWOOD, GOVERNMENTAL AGREEMENT AND SUBLEASE (“AGREEMENT”).

Dear Mr. Flaherty:

Reference is hereby made to that certain Governmental Agreement and Sublease by and between the Museum of Outdoor Arts (“MOA”), the City of Englewood (“City”) and the Englewood Environmental Foundation, Inc. (“EEF”), which shall terminate at 12:00 midnight, on May 15, 2015 (collectively referred to herein in its entirety as “Agreement”).

Pursuant to Article XIV (a) of the Agreement MOA hereby timely exercises its option to extend the term of the Agreement by an additional five (5) year period commencing at 12:00 midnight, on May 15, 2015.

Except as provided in this exercise notice, all other terms of the Agreement shall remain in full force and effect.

**THE MUSEUM OF OUTDOOR ARTS**

By: 

Cynthia Madden Leitner  
President & Executive Director

Cc: MOA, General Counsel  
MOA, Board of Directors

1000 Englewood Parkway Suite 2-230  
Englewood, CO 80110  
303-806-0444

**Table 15  
Colorado Economic Indicators**

Calendar Years	2012	2013	2014	2015	2016	Legislative Council Staff Forecast		
						2017	2018	2019
Population ( <i>Thousands, as of July 1</i> ) <sup>1</sup>	5,189.9	5,267.6	5,349.6	5,448.8	5,540.5	5,634.7	5,724.9	5,816.5
Percent Change	1.4%	1.5%	1.6%	1.9%	1.7%	1.7%	1.6%	1.6%
Nonfarm Employment ( <i>Thousands</i> ) <sup>2</sup>	2,313.1	2,382.0	2,464.8	2,541.8	2,600.6	2,655.2	2,705.7	2,754.4
Percent Change	2.4%	3.0%	3.5%	3.1%	2.3%	2.1%	1.9%	1.8%
Unemployment Rate <sup>2</sup>	7.8	6.7	4.9	3.8	3.3	2.7	2.7	2.8
Personal Income ( <i>Millions</i> ) <sup>3</sup>	\$234,006	\$246,648	\$266,535	\$277,732	\$287,901	\$303,159	\$322,259	\$341,916
Percent Change	6.4%	5.4%	8.1%	4.2%	3.7%	5.3%	6.3%	6.1%
Wage and Salary Income ( <i>Millions</i> ) <sup>3</sup>	\$125,014	\$129,597	\$138,701	\$146,574	\$152,755	\$161,156	\$169,536	\$178,522
Percent Change	5.4%	3.7%	7.0%	5.7%	4.2%	5.5%	5.2%	5.3%
Retail Trade Sales ( <i>Millions</i> ) <sup>4</sup>	\$80,073	\$83,569	\$90,653	\$94,920	\$98,337	\$103,451	\$108,313	\$113,404
Percent Change	6.0%	4.4%	8.5%	4.7%	3.6%	5.2%	4.7%	4.7%
Housing Permits ( <i>Thousands</i> ) <sup>1</sup>	23.3	27.5	28.7	31.9	39.0	44.3	45.1	48.4
Percent Change	72.6%	18.1%	4.3%	11.1%	22.3%	13.6%	1.8%	7.4%
Nonresidential Building ( <i>Millions</i> ) <sup>5</sup>	\$3,695	\$3,624	\$4,350	\$4,887	\$5,833	\$5,915	\$6,075	\$6,190
Percent Change	-5.8%	-1.9%	20.0%	12.4%	19.4%	1.4%	2.7%	1.9%
Denver-Boulder-Greeley Inflation <sup>2</sup>	1.9%	2.8%	2.8%	1.2%	2.8%	3.2%	2.8%	2.6%

**Sources**

<sup>1</sup>U.S. Census Bureau. Residential housing permits are the number of new single and multi-family housing units permitted for building.

<sup>2</sup>U.S. Bureau of Labor Statistics. Nonfarm employment estimates include revisions to 2016 data expected by Legislative Council Staff from the Bureau of Labor Statistic's annual re-benchmarking process. Inflation shown as the year-over-year change in the consumer price index for Denver-Boulder-Greeley metro areas.

<sup>3</sup>U.S. Bureau of Economic Analysis. Personal income and wages and salaries not adjusted for inflation.

<sup>4</sup>Colorado Department of Revenue.

<sup>5</sup>F.W. Dodge.



**TO:** City Manager Eric Keck  
**FROM:** Deputy Chief Sam Watson  
**DATE:** October 12, 2017  
**SUBJECT:** Council Request 17-175

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CR17-175

Requested by: Mayor Jefferson

Request for the speed trailer at the 3300 block of West Chenango.

Assigned to: Police Department

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The Speed Trailer is scheduled to be placed in this location by the end of the week. At the conclusion, the Traffic Unit will review the collected data and determine if directed enforcement is needed.