Agenda for the Regular Meeting of the Englewood City Council Monday, April 19, 2010 7:30 pm

Englewood Civic Center - Council Chambers
1000 Englewood Parkway
Englewood, CO 80110

1. Call to Order.

2. Invocation.

3. Pledge of Allegiance.

4. Roll Call.

5. Consideration of Minutes of Previous Session.

   a. Minutes from the Regular City Council Meeting of April 5, 2010.

6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)

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

8. Communications, Proclamations, and Appointments.

   a. Proclamation naming Dr. Roscoe Davidson as Englewood's Citizen of the Year for 2010.

   b. Proclamation declaring the week of April 18 through 24, 2010 as Wastewater Worker Recognition Week.

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

9. Consent Agenda Items.

   a. Approval of Ordinances on First Reading.

   b. Approval of Ordinances on Second Reading.

      i. Council Bill No. 7, approving a Cooperative Agreement with Denver Urban Gardens for development of a Community Garden at the Englewood Depot site.

      ii. Council Bill No. 8, approving a License - City Ditch Crossing Agreement with Cherry Hills Village for a 10" sanitary sewer main crossing the City Ditch.

   c. Resolutions and Motions.

10. Public Hearing Items (No Public Hearing Scheduled).

11. Ordinances, Resolutions and Motions

   a. Approval of Ordinances on First Reading.

   b. Approval of Ordinances on Second Reading.

   c. Resolutions and Motions.

      i. Recommendation from the Finance and Administrative Services Department to approve a resolution for a supplemental appropriation to the 2009 Budget. **STAFF SOURCE: Frank Gryglewicz, Director of Finance and Administrative Services.**

      ii. Recommendation from the Finance and Administrative Services Department to approve a resolution for a supplemental appropriation to make modifications to the Golf Course storage facility to accommodate a fleet of electric carts. **STAFF SOURCE: Frank Gryglewicz, Director of Finance and Administrative Services.**

      iii. Recommendation from the Finance and Administrative Services Department to approve a resolution for a supplemental appropriation of Long Term Asset Reserve Funds to fund improvements related to the Neighborhood Stabilization Program. **STAFF SOURCE: Frank Gryglewicz, Director of Finance and Administrative Services.**

      iv. Recommendation from the Utilities Department to approve, by motion, a contract for engineering and construction management services. Staff recommends awarding the contract to Camp Dresser & McKee in the amount of $453,264. **STAFF SOURCE: Stewart H. Fonda, Director of Utilities.**

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

12. General Discussion.

    a. Mayor's Choice.

    b. Council Members' Choice.

        i. A resolution supporting efforts to increase service opportunities in Englewood.

        ii. Council Bill No. 9, extending an existing temporary suspension or moratorium on the establishment of new medical marijuana dispensing and growing uses for a period of six months.

13. City Manager's Report.

14. City Attorney's Report.

15. Adjournment

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

PROCLAMATION

WHEREAS, each year the City Council of the City of Englewood, Colorado honors a Citizen of the Year who has made significant contributions to the community of Englewood; and

WHEREAS, Dr. Roscoe Davidson has been involved in the Englewood community for many years; and

WHEREAS, Dr. Davidson served as Superintendent of Englewood Schools for 22 years and is a well-respected educational leader who has impacted students and families across the community and across the state; and

WHEREAS, in addition to his positive impact on the school community, Dr. Davidson has given generously of his time to the community of Englewood through his involvement in the Englewood Education Foundation, the Englewood Lions Club, and the Swedish Hospital Resources Board; and

WHEREAS, the Englewood City Council wishes to honor Dr. Davidson for his contributions to the City of Englewood and for the positive impact he has had in our community;

NOW, THEREFORE, we, the City Council of the City of Englewood, Colorado hereby take great pride in proclaiming

Dr. Roscoe Davidson as
Englewood's Citizen of the Year for 2010

ADOPTED AND APPROVED this 19th day of April, 2010.

James K. Woodward, Mayor	Rick Gillit, City Council Member
Jill Wilson, Mayor Pro Tem	Joe Jefferson, City Council Member
	Bob McCaslin, City Council Member
	Linda Olson, City Council Member
	Randy Penn, City Council Member

PROCLAMATION

WASTEWATER WORKER RECOGNITION WEEK
April 18 – 24, 2010

WHEREAS, Colorado's water is a valuable economic, environmental, and recreational resource that should be protected; and

WHEREAS, Colorado's wastewater treatment workers consistently work to improve the cleanliness of Colorado's streams, rivers, and lakes; and

WHEREAS, Colorado's wastewater treatment workers include operators, maintenance personnel, laboratory workers, sewer maintenance workers, biosolids workers, industrial waste pretreatment workers, administrative workers, engineers, and suppliers; and

WHEREAS, it is fitting to honor Colorado's wastewater workers for protecting the water and environment of this state; and

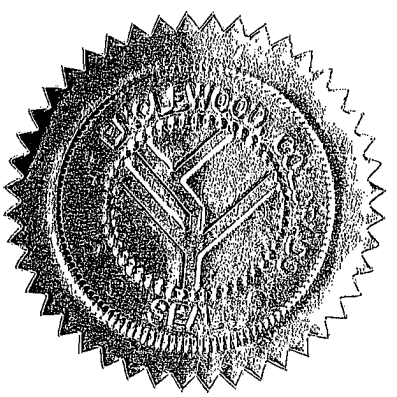
WHEREAS, Bill Ritter, Jr., Governor of the State of Colorado has proclaimed April 18 – 24, 2010, as Wastewater Workers Recognition Week for the State of Colorado.

NOW THEREFORE, I, James Woodward, Mayor of the City of Englewood, Colorado, hereby proclaim **April 18 – 24, 2010** as:

WASTEWATER WORKERS RECOGNITION WEEK

in the City of Englewood, Colorado. I urge all of our residents to join together to support our Wastewater Workers.

GIVEN under my hand and seal this 19th day of April, 2010.



James K. Woodward, Mayor

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2010

COUNCIL BILL NO. 7
INTRODUCED BY COUNCIL
MEMBER WILSON

AN ORDINANCE APPROVING A "COOPERATIVE AGREEMENT" BETWEEN THE CITY OF ENGLEWOOD AND DENVER URBAN GARDENS FOR THE LEASE, DEVELOPMENT AND MANAGEMENT OF A COMMUNITY GARDEN AT THE ENGLEWOOD DEPOT PROPERTY LOCATED AT 607 WEST DARTMOUTH AVENUE.

WHEREAS, the Englewood City Council supported the Englewood Community Garden with the passage of Resolution No. 64, Series of 2009; and

WHEREAS, in 2009 the Englewood Cultural Arts Commission recognized the need for a community garden and a "Garden Committee" was formed with representatives from the Cultural Arts Commission, the Parks and Recreation Commission and Keep Englewood Beautiful; and

WHEREAS, the "Garden Committee" recommended to the Cultural Arts Commission that a community garden project move forward with an administrative steering committee to oversee the planning, fundraising and construction of the Englewood Community Garden; and

WHEREAS, the City of Englewood owns the Englewood Depot property, located at 607 West Dartmouth Avenue, which was chosen for the Englewood Community Garden; and

WHEREAS, the City determined that it was in the City's best interest to form a partnership with Denver Urban Gardens (DUG) in developing the community garden because of their extensive expertise in planning and operating nearly 100 community gardens throughout Denver, Lakewood, Aurora, Commerce City, Arvada, Golden and Sheridan; and

WHEREAS, the passage of this Ordinance authorizes the "Cooperative Agreement" to lease and manage the Englewood Community Garden to be located at the Englewood Depot property located at 607 West Dartmouth Avenue;

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 and approves the "Cooperative Agreement" for the lease, development and managing of the Englewood Community Garden between the City and Denver Urban Gardens, attached hereto as Attachment 1.

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

Section 3. Pursuant to Article V, Section 40, of the Englewood Home Rule Charter, the City Council has determined that Attachment 1, attached to this Ordinance, shall not be published because of its size. A copy is available in the Office of the Englewood City Clerk.

Introduced, read in full, and passed on first reading on the 5th day of April, 2010.

Published as a Bill for an Ordinance in the City's official newspaper on the 9th day of April, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of April, 2010 for thirty (30) days.

Read by title and passed on final reading on the 19th day of April, 2010.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2010, on the 23rd day of April, 2010.

Published by title on the City's official website beginning on the 21st day of April, 2010 for thirty (30) days.

_____
James K. Woodward, Mayor

ATTEST:

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2010.

_____
Loucrishia A. Ellis

ATTACHMENT 1

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into as of the _____ day of _____, 2010, by and between the **CITY OF ENGLEWOOD**, a municipal corporation of the State of Colorado (the "City"), and **DENVER URBAN GARDENS**, a non-profit corporation, duly organized under the laws of the State of Colorado, and having a place of business located at 3377 BLAKE Street, Unit 113, Denver, Colorado 80205 ("DUG"), and jointly referred to as the "Parties".

WITNESSETH:

WHEREAS, the City owns certain land at the Englewood Depot Property, 607 W. Dartmouth Avenue; and

WHEREAS, DUG, as part of its program for developing and managing community gardens, desires to coordinate the development of a community garden at the Englewood Depot property; and

WHEREAS, the Charter of the City authorizes cooperative agreements such as this entered into by the City through its Department of Parks and Recreation for development of park and recreational facilities, programs and activities; and

WHEREAS, the City, by and through its Director of Parks and Recreation, finds and determines that, considering the size and location of the park, its environments, density of adjacent population and their public needs, it is proper and legitimate that a portion of the Englewood Depot property be set aside and used for a community garden, so long as the property remains available to all City residents and other members of the public, subject only to reasonable restrictions for safety as to access and use.

NOW, THERFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. **RIGHT TO OCCUPY & USE**: The City does hereby grant to DUG, and DUG does hereby accept from the City, the non-exclusive use of certain land at the Englewood Depot property, together with the improvements existing thereon, located in the City of Englewood, State of Colorado, and depicted in **Exhibit A** (Aerial Map), attached hereto and incorporated herein by this reference, for use as a community garden by neighborhood citizens.

The Premises are accepted by DUG "as is, where is" with no warranties or representations by the City as to habitability or usability of the Premises for the intended purpose.

2. **TERM OF AGREEMENT**: The term of this Cooperative Agreement shall be one year, commencing on _____, 2010, and shall terminate on _____, 2011, unless sooner terminated as hereinafter provided. The City hereby grants to DUG the right to hold the garden pursuant to terms of this agreement for a one (1) year with three (3) one (1) year renewals at the option of DUG and with three (3) additional optional one (1) year periods by agreement of both parties. The Director of Parks and Recreation must be notified in writing ninety (90) days prior to the contract extension.

3. **OBLIGATION OF DUG**:

A. DUG agrees to be responsible for developing and managing the garden area. The City will collect fees for the individual garden plots. These fees will be used to pay for water and to make improvements to the garden area. DUG may also apply for grants, donations and volunteers to develop the garden area. The community garden will be limited to the area and organized according to the layout depicted on **Exhibit B** (Garden Design) which is attached hereto and incorporated herein by reference. The City will maintain the Englewood Depot property outside of the Premises. Any changes to the garden design must be approved by the Director of Parks and Recreation or his designee.

B. DUG, in partnership with the City, shall be responsible for setting and enforcing guidelines, rules, standards, and practices for controlling the public's access, use and activities in and on the Premises for community garden purposes, all in accordance with this Cooperative Agreement. DUG shall obtain a waiver and release from each member of the public who elects to participate in gardening and related activities on the Premises. Said waiver and release shall include the City and City's officers, employees, and agents as entities and persons against whom claims by the participating members of the public are being waived and released.

C. DUG agrees not to use, or permit to be used, the described Premises for any purpose whatsoever prohibited by the laws of the United States or the State of Colorado or the Charter, ordinances, rules and regulations of the City, or policies of the Department of Parks and Recreation.

D. DUG shall coordinate the installation and major operational aspects of the community garden with a representative or representatives of the Department of Parks and Recreation designated by the Director of Parks and Recreation ("Park Representative").

E. DUG will be solely responsible for providing and paying for all improvements. DUG will coordinate with the City to provide and maintain all services for the community garden and associated activities. The City will pay for water and other utilities. DUG shall fully and promptly pay for all other expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the Premises and all activities conducted thereon, and City shall have no responsibility of any kind therefore.

F. DUG shall construct and maintain in a safe manner a sturdy perimeter fence around the garden area. Fence materials must be approved by the Park Representative. DUG shall be responsible for securing the site in accordance with DUG practices.

G. Vehicle access to the site will be limited to delivery of bulk materials or delivery of equipment to prepare the site, with such deliveries being made from the alley. There will be no regular vehicle access to garden sites for day-to-day garden care. Vehicle access will be coordinated, in advance, through the Parks Representative.

H. DUG shall maintain all existing improvements and future improvements on the Premises in good order and repair, including fences, at its own expense, and shall keep the area free of rubbish, trash and debris, and shall be responsible for damage to the Premises and the immediately surrounding park caused by misuse by its officers, employees, agents or invitees. All reasonable and prudent measures necessary shall be taken to assure that air and/or water erosion of soil are contained and mitigated. At the end of each growing season, DUG shall arrange for dead or dying vegetation to be removed or trimmed back, as appropriate, and all gardening tools and garden materials to be removed from the Premises or stored in an enclosed and secured garden shed on the Premises. All trash, debris, and waste must be containerized and regularly removed from the Premises by the Parks Division.

I. DUG shall have the right to place and use on the Premises equipment, fixtures, garden shed, and other items necessary for the operation of a community garden. Improvements, alterations, or installations resulting in major change to the Premises shall be subject to the approval of the Director of Parks and Recreation. Improvements, alterations, and installations of a permanent nature on the Premises shall not be removed by DUG at the

termination of this Cooperative Agreement. Equipment and property placed by DUG at its expense in, on, or about the Premises, including fixtures temporarily affixed to the realty but which may be removed without damage, shall remain the property of DUG, and DUG shall have the right to remove all such equipment, property, and temporary fixtures and shall so promptly remove at the termination of the Cooperative Agreement.

J. No non-organic pesticides, herbicides, or other chemicals intended to kill or control insects, vermin, weeds, or unwanted vegetation and no chemical fertilizers shall be brought to, kept, or used at the community garden. DUG shall be responsible for strictly enforcing this prohibition. Organic pesticides, herbicides, and fertilizers shall be utilized and applied sparingly and in accordance with good gardening practices and manufacturer's directions and shall be stored in leak-proof containers or off-site. The Park Representative shall have the authority to specify or limit the use of any organic pesticides, herbicides, or fertilizers.

K. Any water conservation restrictions or requirements imposed by the City shall be strictly applied and enforced by DUG on the Premises.

L. Parks and Recreation shall have a right of access at any time to inspect the Premises.

4. **INSURANCE**:

A. GENERAL CONDITIONS: DUG agrees to secure and deliver to the Director and the City's Risk Manager at or before the time of execution of the Agreement, and to keep in force at all times during the term of this Agreement, as the same may be extended by amendment, insurance policy or policies which shall include commercial general liability, hired and non-owned auto liability, Workers' Compensation, property coverage, and directors and officers liability to the extent and in the amounts specified in **Exhibit C** (DUG Insurance Policy Certificates of Insurance) to this Cooperative Agreement.

B. PROOF OF INSURANCE: DUG shall provide a copy of this Agreement to its insurance agent or broker. DUG certifies that the Certificate(s) of Insurance (COI) attached as **Exhibit C** complies with all insurance requirements of this Agreement. Each policy shall name the City as an additional insured and shall waive subrogation

rights against the City. The COI for each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Englewood Risk Manager, 1000 Englewood Parkway, Englewood, Colorado 80110, and to the Englewood Director of Parks and Recreation, 1155 W. Oxford Avenue, Englewood, Colorado 80110. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Failure to obtain or maintain the required insurance coverage shall be grounds for suspension of DUG's use of the Premises and possible termination of this Cooperative Agreement if not promptly remedied after written notice.

5. **STATUS AND AUTHORITY OF DUG; POLITICAL ACTIVITY:**

A. DUG and the City acknowledge and agree that the status of DUG shall be that of a private, non-profit corporation cooperatively working with the City as an independent contractor solely for the purposes set forth in this Agreement. It is not intended, nor shall it be construed, that DUG's personnel are employees of the City for any purpose whatsoever.

B. The scope of authority DUG may exercise shall be expressly delegated, assigned, or allowed under, or necessarily implied in, this Agreement. DUG shall have no authority to avoid, modify, or waive any applicable City ordinances or regulatory requirements enacted or adopted under the City's police or taxing powers.

C. This Cooperative Agreement shall not be construed to grant DUG the right or power to bind, or to impose liability upon, the City through any contracts or agreements DUG may make, unless expressly provided herein or unless the prior, written approval of the Director is obtained and the contract or agreement is in accordance with all applicable City ordinances and regulatory requirements. All contracts or agreements made by DUG shall be in its own name and not in the name of the City.

D. DUG shall at all times take such actions as may be necessary to maintain and preserve, and shall refrain from taking such actions as may be detrimental to, its status as a non-profit corporation that qualifies as a tax exempt entity under section 501(c)(3) of the Internal Revenue Code (or any successor provision).

E. Funds raised or grants obtained by DUG, including any earnings thereon, and the Premises shall not be used by DUG in connection with any activity to further the appointment, election, defeat, or removal of any applicant, incumbent, or candidate for public office or take any activity undertaken to influence the passage, defeat or final content of any legislation or ballot proposal unrelated to furthering or implementing the Master Plan.

6. **TERMINATION & SURRENDER OF PREMISES:**

A. The City shall have the right to terminate this Cooperative Agreement and may repossess the Premises, in the event of a default of DUG under this Cooperative Agreement, unless the breach or default, specified in written notice to DUG, has been cured within the time specified in the notice.

B. In the event the Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders the Premises largely unusable, without repair or rebuilding, as a community garden, neither party may but shall be obligated to rebuild or repair such damaged or destroyed portions. In the event either party elects, by written notice, not to proceed with the rebuilding or repair of the Premises or should fail to proceed with such repair or rebuilding within six (6) months after the damage or destruction, then this Cooperative Agreement shall automatically terminate.

C. DUG agrees to deliver up and surrender to the City possession of the Premises at the expiration or termination of this Cooperative Agreement, by lapse of time or otherwise, in as good repair as when DUG obtained the same at the commencement of said term, excepting only ordinary wear and decay or damage by the elements or Act of God or by civil unrest, war, or acts of terrorism, unless said damage was caused by the fault of DUG or other persons permitted by DUG to enter or occupy said Premises or any part thereof.

D. Either party may terminate this contract, with or without cause, with a thirty day written notice (With Cause: Seasonality of termination. Give consideration to complete season: March 1st through October 15th). Notice of termination shall be sent to the Director of DUG, the Director of Parks and Recreation and the City Attorney.

7. **NOTICES**: All notices required to be given to DUG hereunder shall be given by certified or registered mail, return receipt requested, addressed to it at the address contained on Page 1 of the Cooperative Agreement; all notices required to be given to the City hereunder

shall be given by certified or registered mail, return receipt requested, addressed to the Director of Parks and Recreation, 1155 W. Oxford Avenue, Englewood, Colorado 80110, and to the City Attorney's Office for the City of Englewood, 1000 Englewood Parkway, Englewood, Colorado 80110. Either party may designate in writing, from time to time, substitute addresses or persons in connection with the said notices.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any action by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or condition or any default which may then exist on the part of DUG, and the taking of any such action when any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Cooperative Agreement shall be deemed or taken to be a waiver of any succeeding or other breach.

9. **EXAMINATION OF RECORDS**: DUG agrees that any duly authorized representative of the City shall have access to and the right to examine any directly pertinent books, documents, papers and records of DUG, involving transactions related to this Cooperative Agreement.

10. **NO THIRD PARTY BENEFICIARIES**: It is expressly understood and agreed that enforcement of the terms and conditions of this Cooperative Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and DUG, and nothing contained in this Cooperative Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and DUG that any person other than the City or DUG receiving services or benefits under this Cooperative Agreement shall be deemed to be an incidental beneficiary only.

11. **DISCRIMINATION**: DUG agrees to comply with all applicable laws concerning non-discrimination against persons because of their race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability in connection with membership on the board of directors of DUG and its activities and actions relating to the Premises. In connection with the performance under this Cooperative agreement, DUG agrees 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 further agrees to insert the foregoing provision in all subcontracts or agreements it may enter.

12. **SIGNAGE**: Signs may be posted as necessary for directional, informational, or regulatory purposes. The signs shall include an acknowledgement of the City's ownership and of the cooperative effort between the City and DUG. All signage must conform to the City of Englewood rules, regulations and signage code.

13. **AMERICANS WITH DISABILITY ACT**: The parties recognize that the City is subject to the provisions of Title II of the Americans with Disabilities Act ("ADA") and that DUG is subject to the provisions of Title III of the ADA. The Englewood Depot property, together with the common areas inside, is accessible to and usable by individuals with disabilities, consistent with the rights and obligations of the City pursuant to Title II of the ADA. City shall be responsible for ensuring that the policies, practices and procedures it applies in its ownership and operation of the Premises are in compliance with Title II of ADA.

DUG represents that it has viewed or otherwise apprised itself of such access to the Premises and common areas and accepts such access, common areas and other conditions of the Premises as adequate for DUG's responsibilities under the ADA. DUG shall be responsible for ensuring that the Premises complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as DUG modifies, rearranges or sets up in the facility in order to accommodate DUG's usage. DUG shall be responsible for any violations of the ADA that arise from DUG's modification of the Premises in order to accommodate DUG's usage. DUG shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices and procedures it applies are in compliance with the ADA.

14. **USE, POSSESSION OR SALE OF ALCOLHOL OR DRUGS**: DUG, its officers, agents, and employees, shall cooperate and comply with the City of Englewood's Drug and Alcohol Use Policy. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring DUG personnel from City facilities or participating in City operations.

15. **COLORADO GOVERNMENTAL IMMUNITY ACT**: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary

limitations (presently $150,000.00 per person, $600,000.00 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. __24-10-101 et seq.

16. **CITY FINANCIAL COMMITMENTS**: Financial commitments of the City to make any contract or do anything binding on or impose upon the City any liability to pay money are contingent upon a definite amount of money having been identified in a current appropriation, or in a fund not subject to appropriation, for the liquidation of all pecuniary liabilities so incurred.

17. **TAXES, LATE CHARGES, AND PENALTIES**: The City shall not be liable for the payment of taxes, late charges, or penalties of any nature except as provided by City ordinance. The City is a tax exempt entity.

18. **ENVIRONMENTAL PROTECTION**:

A. DUG shall comply with the applicable Federal, State and local laws, regulations, and standards that are or may become applicable to DUG's activities at the Premises.

B. DUG shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operation under this Cooperative Agreement, independent of any existing permits.

C. DUG shall save, indemnify and hold harmless the City from any damages, costs, expenses, liabilities, fines, or penalties resulting from releases, discharges, emissions, spills, storage, disposal, or any other acts or omissions by DUG, its officers, agents, employees, contractors or subleases, or the invitees of any of them, giving rise to City liability, civil or criminal, or responsibility under Federal, State or local environmental laws. This provision shall survive the expiration or termination of this Cooperative Agreement, and DUG's obligations hereunder shall apply whenever the City incurs costs or liabilities for DUG's actions of the types described in this section.

D. The City's rights under this Cooperative Agreement specifically include the right for City officials to inspect, upon reasonable notice, the Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the City is responsible for enforcing them. Such inspections are without prejudice to the right of duly

constituted enforcement officials to make such inspections. DUG shall have no claim on account of any entries against the City or any officer, agent, employee, or contractor thereof.

E. DUG agrees that the City assumes no liability to DUG should hazardous waste cleanup requirements, whether imposed by law or regulatory agencies, interfere with DUG's use of the Premises. DUG shall have no claim on account of any such interference against the City or any officer, agent, employee or contractor thereof.

F. DUG must comply with all Federal, State, and local laws, regulations, and other requirements relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes. DUG will not accomplish any treatment, storage, or disposal of hazardous waste unless DUG is in possession of a valid permit issued to it under the Resource Conservation and Recovery Act, as amended.

G. DUG must maintain and make available to the City all records, inspection logs, and manifests that tract the generation, handling, storage, treatment and disposal of hazardous waste, as well as all other records required by applicable laws and requirements. The City reserves the right to inspect the Premises, DUG records for compliance with Federal, State and local laws, regulations, and other requirements relating to the generation, handling, storage, treatment and disposal of hazardous waste, as well as to the discharge or release of hazardous substances. Violations will be reported by the City to appropriate regulatory agencies, as required by applicable law. DUG will be liable for the payment of any fines and penalties which may accrue as a result of the actions of DUG.

H. DUG shall comply with all requirements of the Federal Water Pollution Control Act, the National Pollutant Discharge Elimination System (NPDES), and any applicable State or local requirements.

I. DUG shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act (RCRA), or its State equivalent and any other applicable laws, rules or regulations. DUG must provide at its own expense such hazardous waste storage facilities which comply with all laws and regulations as it may need for such storage. Any violation of the requirements of this provision shall be deemed a material breach of this Cooperative Agreement. Notwithstanding any other

provisions of this Cooperative Agreement, DUG shall not store or otherwise allow hazardous waste to remain at the Premises without the express written consent of the Director.

J. DUG shall not, under any circumstances, use, own, possess or allow the presence of any nuclear or radioactive material at the Premises.

K. DUG acknowledges that lead-based paint or asbestos may be present in and on facilities, equipment, or land within the Premises. The City or other authorized entities may conduct surveys to determine the existence and extent of any possible lead-based paint or asbestos. DUG will be notified if the City determines there is lead-based paint or asbestos on the Premises. Prior to beginning any alteration or modification, DUG must test any paint or potential asbestos material which would be disturbed unless a conclusive determination has been made that lead-based paint or asbestos is not present. DUG is required to handle all lead-based paint or asbestos material in accordance with all applicable Federal, State, and local laws and regulations.

20. **SUCCESSORS IN INTEREST**: Each and every one of the benefits and burdens of this Cooperative Agreement shall be binding upon and inure to the benefit of the parties hereto and upon the assigns or successors in interest of the parties hereto.

21. **AMENDMENTS**: No amendments to this Cooperative Agreement may be made except in writing, agreed to by all parties to this Cooperative Agreement, and approved and executed in the same manner as this Cooperative Agreement.

22. **ASSIGNMENT**: The City and DUG acknowledge and agree that this Cooperative Agreement and the rights and obligations thereunder shall not be assigned or otherwise transferred to another party.

23. **VENUE AND GOVERNING LAW**:

A. The Charter and Revised Municipal Code of the City of Englewood, as the same may be amended from time to time, are expressly incorporated, as if fully set out in this Cooperative Agreement, by this reference.

B. This Cooperative Agreement and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado, the Charter and ordinances of the City and the rules and regulations of the City's Director of Parks and Recreation.

C. Venue for any and all legal actions arising hereunder shall lie in the Municipal Court in and for the City of Englewood, State of Colorado.

24. **INTEGRATION**: This Cooperative Agreement is intended as the complete integration of all understandings between the City and DUG. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect, unless embodied in this Cooperative Agreement in writing. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Cooperative Agreement or any written amendment to this Cooperative Agreement shall not have any force or effect nor bind the City.

25. **SEVERABILITY**: The City and DUG agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law of the State of Colorado or the federal government, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the liability of the City, 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 part, term, or provision held to be invalid.

26. **CLAIMS**: In the event that any claim, demand, suit, or other action is made or brought in writing by any person, firm, corporation, or other entity against DUG related in any way to this Cooperative Agreement, DUG shall give written notice thereof to the City within five (5) working days after being notified of such claim, demand, suit, or action. Such notice shall state the date and hour of notification and shall include a copy of any such claim, demand, suit, or other action received by DUG. Such written notice shall be delivered either personally or by mail to the address of the City specified in the notice provision of this Cooperative Agreement.

27. **LIENS AND LICENSES**: DUG shall not permit any mechanic's or materialman's lien or any other to be imposed and remain for more than Ninety (90) days upon the property of the City or any part or parcel thereof by reason of any worker labor performed or materials furnished by any person co-partnership, association of persons, company, or corporation, to or for DUG, either pursuant to C.R.S. __38-26-107, as amended, or by other authority. DUG shall pay promptly when due, all bills, debts and obligations incurred in connection with this Cooperative Agreement and shall not permit same to become delinquent and shall suffer no lien, mortgage, judgment, execution or adjudication of bankruptcy which

will in any way impair the rights of the City. DUG may, diligently and in good faith, resist or contest the application or imposition of any such tax, fee, lien, bill, debt, or obligation, in which case the same shall not be considered due, owing or imposed for the purposes of this Cooperative Agreement until final adjudication of validity.

28. **AGREEMENT CHANGES/ADJUSTMENTS**: Any changes or adjustments to this agreement must be approved by the Director of Parks and Recreation.

29. **CITY EXECUTION OF AGREEMENT**: This Cooperative Agreement is expressly subject to, and shall not be or become effective or binding on the City until approved by Englewood City Council by ordinance and fully executed by all signatories of the City of Englewood.

30. **LEGAL AUTHORITY**:

A. DUG and the City each assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Cooperative Agreement.

B. The person or persons signing and executing this Cooperative Agreement on behalf of DUG and the City, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Cooperative Agreement on behalf of DUG and the City and to validly and legally bind DUG and the City to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its opinion, to either temporarily suspend or permanently terminate this Cooperative Agreement, if there is a dispute as to the legal authority of either DUG or the persons signing the Cooperative Agreement to enter into this Cooperative Agreement. The City shall not be obligated for any performance of the provisions of this Cooperative Agreement after the City has suspended or terminated this Cooperative Agreement as provided in this Section.

31. **COUNTERPARTS OF THE CONTRACT**: This Cooperative Agreement will be executed in counterparts, each of which shall be deemed to be an original, and each of such counterparts will constitute one and the same instrument.

(REMAINDER OF PAGE DELIBERATELY LEFT BLANK.
SIGNATURE BLOCK STARTS ON NEXT PAGE.)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CITY OF ENGLEWOOD

ATTEST:

By: _____
MAYOR- James K. Woodward

_____
Lou Ellis, Clerk and Recorder,
Ex-Officio Clerk of the City of Englewood

RECOMMNDED AND APPROVED:

By: _____
Director of Parks and Recreation
Jerrell Black

DENVER URBAN GARDENS "DUG"
IRS Identification No. 74-2374848

ATTEST:

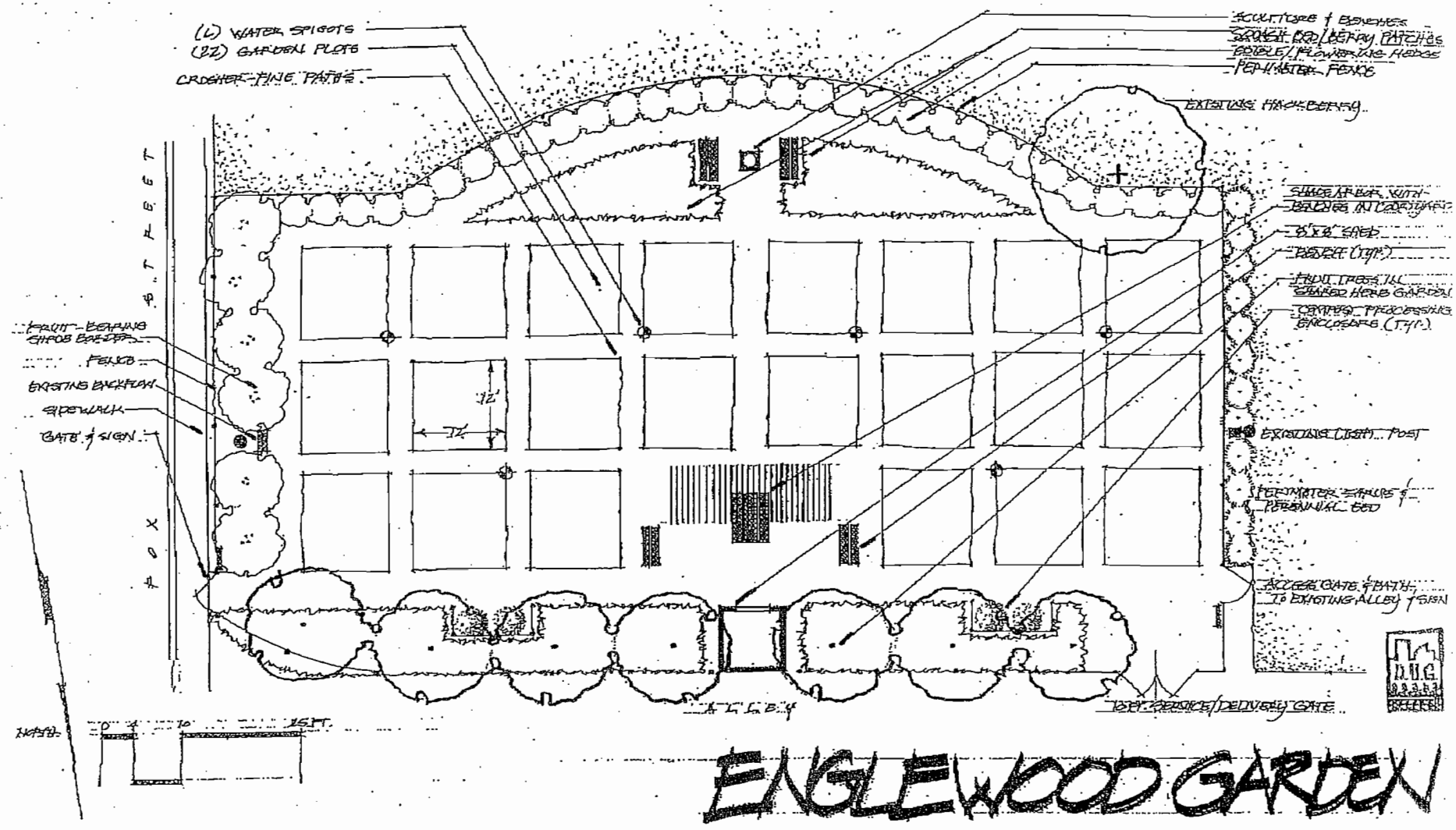
[redacted]
Cheryl Brubaker, Controller
Denver Urban Gardens

By: [redacted]
Michael J. Buchenau
Title: Executive Director

EXHIBIT A

Proposed
Community Garden Property
Cushing Park
W. Dartmouth Ave.
S. Galapago St

EXHIBIT B



ENGLEWOOD GARDEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2010

EXHIBIT C

PRODUCER (303)442-1484 FAX: (303)442-8822
Taggart & Associates, Inc.
1600 Canyon Boulevard
P. O. Box 147
Boulder CO 80306

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Denver Urban Gardens
3377 Blake St., Suite 113
Denver CO 80205

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Co.	
INSURER B: Owners Insurance Co	32700
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	PHPK521504	2/17/2010	2/17/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	4434581201	2/17/2010	2/17/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	PHUB296559	2/17/2010	2/17/2011	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A		OTHER PROPERTY	PHPK521504	2/17/2010	2/17/2011	BPP Deductible	75,000 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Englewood Park & Recreation is named as Additional Insured including Waiver of Subrogation as respects General Liability and Auto Liability in regard to work performed by the Named Insured. 10 Day Notice of Cancellation applies in the event of Cancellation due to Non-Payment of Premium.

CERTIFICATE HOLDER

Englewood Director of Parks & Recreation
1155 W. Oxford Avenue
Englewood, CO 80110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robben Derr, CIC/RLD [redacted]

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/18/2010

PRODUCER (303)894-0298 FAX: (303)894-0161
Nonprofit Resources, Inc.
455 Sherman Street
Suite 207
Denver CO 80203

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Denver Urban Gardens
3377 Blake Street Ste 113
Denver CO 80205

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Pinnacol Assurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	3273551	10/1/2009	10/1/2010	E.L. EACH ACCIDENT	$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 100,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City of Englewood is named additional insured Funding. Waiver of Subrogation applies to workers compensation.

10-day notice of cancellation for non-payment of premium

CERTIFICATE HOLDER

Englewood Director of Parks and Recreatio
1155 W. Oxford Avenue
Englewood, CO 80110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Lisa Zuniga/LZ [redacted]

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PINNACOL
ASSURANCE

7501 E Lowry Blvd
Denver, CO 80230-7006
Phone: (303) 361-4000 / (800) 873-7242
Fax: (303) 361-5000 / (888) 329-2251
www.pinnacol.com

NCCI #: WC000313
Policy #: 3273551

INSURED:
DENVER URBAN GARDENS INC
3377 BLAKE STREET
STE 113
DENVER CO 80205

AGENT:
NONPROFIT RESOURCES, INC.
455 SHERMAN ST, SUITE 207
DENVER, CO 80203-1614
(303) 894-0298

ENDORSEMENT: Waiver Of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Englewood Director of Parks
and Recreation
1155 W. Oxford Avenue
Englewood CO 80110

Effective Date: March 18, 2010 Expires on October 1, 2010
Pinnacol Assurance has issued this endorsement March 18, 2010.

David Branch
Underwriter

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/18/2010

PRODUCER
PINNACOL ASSURANCE
7501 E Lowry Blvd
Denver, CO 80230-7006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
DENVER URBAN GARDENS INC
3377 BLAKE STREET STE 113
DENVER, CO 80205

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	PINNACOL ASSURANCE	41190
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDNG ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIERS PER: POLICY PROJECT LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP(Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE OEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	
A		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	3273551	10/01/2009	10/01/2010	X WC STATUTORY LIMITS OTHER E.L EACH ACCIDENT E.L DISEASE - EA EMPLOYEE E.L DISEASE - POLICY LIMIT	 $100,000 $100,000 $500,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The City of Englewood is named additional insured Funding. Waiver of Subrogation applies to workers compensation.

CERTIFICATE HOLDER
1222289
Englewood Director of Parks
and Recreation
1155 W. Oxford Avenue
Englewood CO 80110

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
David Branch
Underwriter

ACORD CORPORATION 1988

CERTIFICATE HOLDER COPY

Englewood Director of Parks
and Recreation
1155 W. Oxford Avenue
Englewood CO 80110

IMPORTANT

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DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2010

COUNCIL BILL NO. 8
INTRODUCED BY COUNCIL
MEMBER McCASLIN

AN ORDINANCE AUTHORIZING A "LICENSE - CITY DITCH CROSSING AGREEMENT" TO CITY OF CHERRY HILLS VILLAGE TO LICENSE AN EXISTING SANITARY SEWER MAIN CROSSING THE CITY OF ENGLEWOOD'S RIGHT- OF -WAY FOR THE CITY DITCH BETWEEN THE CITY OF CHERRY HILLS VILLAGE AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, there is an existing ten inch (10") sanitary sewer main crossing the City Ditch Right-of-Way which does not appear in any of the City's records but may be subject of a license from the Denver Water Board dated May 1961; and

WHEREAS, the passage of this Ordinance will clarify the parties rights and locate the existing ten inch (10") sanitary sewer main which crosses the City of Englewood's City Ditch Right-of-Way on the City's records; and

WHEREAS, the City of Cherry Hills Village assumes full and strict liability for any and all damages of every nature to persons or property caused by or in connection with the crossing Cherry Hills Village sewer main; and

WHEREAS, the City reserves the right to make full use of the property in the operation of the City Ditch; and

WHEREAS, the City retains all rights to operate, maintain, install, repair, remove or relocate any of the City's facilities located within the City's Right-of-Way; and

WHEREAS, the Englewood Water and Sewer Board reviewed and recommended City Council approval of the License-City Ditch Crossing Agreement at their January 12, 2010 meeting;

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

Section 1. The License-City Ditch Crossing Agreement between Cherry Hills Village and the City of Englewood, Colorado for an existing ten inch (10") sanitary sewer crossing over the City Ditch, attached hereto as "Exhibit A," is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the License-City Ditch Crossing Agreement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 5th day of April, 2010.

Published as a Bill for an Ordinance in the City's official newspaper on the 9th day of April, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of April, 2010 for thirty (30) days.

Read by title and passed on final reading on the 19th day of April, 2010.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2010, on the 23rd day of April, 2010.

Published by title on the City's official website beginning on the 21st day of April, 2010 for thirty (30) days.

_____
James K. Woodward, Mayor

ATTEST:

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2010.

_____
Loucrishia A. Ellis

EXHIBIT A

LICENSE - CITY DITCH CROSSING AGREEMENT

THIS LICENSE AGREEMENT, made and entered into as of this _____ day of _____, 20___, by and between the CITY OF ENGLEWOOD, a municipal corporation of the State of Colorado, herein referred to as "City", and CITY OF CHERRY HILLS VILLAGE, a municipal corporation of the State of Colorado, herein referred to as "Licensee".

WHEREAS, there is an existing ten inch (10') sanitary sewer main crossing the City Ditch Right-of-Way. This main does not appear in any of the City's records but it may be the subject of a license from the Denver Water Board dated May 1961. The parties wish to clarify the rights of the current owners with respect to this sanitary sewer main. Except for the emergency maintenance situations where Licensee may proceed to perform the emergency maintenance and provide notice to the City's Director of Utilities as soon as is reasonably practical.

WITNESSETH: The City without any warranty of its title or interest whatsoever, hereby authorizes Licensee, its successor, assigns, to install, operate, maintain, repair and replace an existing ten inch (10") sanitary sewer main over the City's right-of-way for the City Ditch, described as a parcel of land situated in the Southwest ¼ of the Northwest of Section two Township 5 South Range 68 West of the sixth P.M., County of Arapahoe, State of Colorado. More particularly described as follows:

See attached survey drawing consisting of two (2) pages.

1. Any construction contemplated or performed under this License shall comply with and conform to standards formulated by the Director of Utilities of the City.

2. The Licensee shall notify the City's Director of Utilities at least three (3) days prior to the time of commencement of the construction of, or any repairs made to, Licensee's ten inch (10") sanitary sewer main so that the City may, in its discretion, inspect such operations. Except for the emergency maintenance situations where Licensee may proceed to perform the emergency maintenance and provide notice to the City's Director of Utilities as soon as is reasonably practical.

3. Within thirty (30) days from the date of the commencement of construction of any replacement, repair or relocation within the licensed area of Licensee's main, the Licensee shall complete such construction, place and maintain permanent, visible markers, of a type and at such locations as designated by the City's Director of Utilities, referring to the centerline of the installation and shall clear the crossing area of all construction debris and restore the area to its previous condition as near as may be reasonable. In the event the planning of the centerline markers and the clearing and restoration of the crossing area is not completed within the time specified, the City may complete the work at the sole expense of the Licensee.

4. The City shall have the right to maintain, install, repair, remove or relocate the City Ditch or any other of its facilities or installations within the City's right-of-way, at any time and in such manner as the City deems necessary or convenient. The City reserves the exclusive right to control all easements and installations. In the event the sanitary sewer main should interfere with any future use of the City's right-of-way by the City, the Licensee shall, upon request and at its sole expense, relocate, rearrange, or remove its installations so as not to interfere with any such use.

5. Any repair or replacement of any City installation made necessary, in the opinion of the City's Director of Utilities because of the construction or maintenance of the sanitary sewer main or other appurtenant installation thereof, shall be made at the sole expense of the Licensee.

6. The stipulation and conditions of this License shall be incorporated into contract specifications if the construction herein authorized is to be done on a contract basis.

7. The rights and privileges granted in this License shall be subject to prior agreements, licenses and/or grants, recorded or unrecorded, and it shall be the Licensee's sole responsibility to determine the existence of said documents or conflicting uses or installations.

8. The Licensee shall contact and fully cooperate with the City's personnel and the construction shall be completed without interference with any lawful, usual or ordinary flow of water through the City Ditch. Licensee shall assume all risks incident to the possible presence of such waters, or of storm waters, or of surface waters in the City Ditch.

9. All trenches or holes within the City's rights-of-way shall be backfilled and tamped to the original ground line in layers not to exceed six (6) inches loose measure to a compaction of ninety percent (90%) Standard Proctor Maximum Density.

10. Licensee, by acceptance of this License, expressly assumes full and strict liability for any and all damages of every nature to persons or property caused by water from the ditch leaking through the ditch banks or pipeline at the point or points where the Licensee performs any work in connection with the crossing provided by this License. The Licensee assumes all responsibility for maintenance of the installation.

11. To the extent allowed by law, Licensee shall indemnify and save harmless the City, its officers and employees, against any and all claims, damages, actions or causes of action and expenses to which it or they may be subjected by reason of said sanitary sewer main being within and across and under the premises of the City or by reason of any work done or omission made by Licensee, its agents or employees, in connection with the construction, replacement, maintenance or repair of said installation; without waiving any of the immunities protections and defenses afforded Licensee under the Colorado Governmental Immunity Act.

12. It is expressly agreed that in case of Licensee's breach of any of the within promises, the City may, at its option, have specific performance thereof, or sue for damages resulting from such breach.

13. Upon abandonment of any right or privilege herein granted, the right of Licensee to that extent shall terminate, but its obligation to indemnify and save harmless the City, its officers and employees, shall not terminate in any event.

14. Licensee is contemplating conveying Licensee's Facility to the Cherry Hills Village Sanitation District. If such occurs, Licensee shall have the right to assign this License Agreement to said District upon thirty (30) days advance notice to the City on the express condition that the District assumes and agrees to fully perform all of Licensee's obligations hereunder. Upon such assignment, Licensee shall be fully relieved of any and all obligations or liabilities under this License Agreement.

In granting the above authorization, the City reserves the right to make full use of the property involved as may be necessary or convenient in the operation of the water works plant and system under the control of the City.

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

CITY OF ENGLEWOOD

ATTEST:

By _____
James K. Woodward, Mayor

_____
Loucrishia A. Ellis, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The undersigned authorized officer of the City of Cherry Hills Village has read the foregoing License and agrees for and in behalf of said City of Cherry Hills Village that it will accept and will abide by all the terms and conditions thereof.

LICENSEE:

City of Cherry Hills Village

ATTEST:

[redacted]
Title Laura Smith, City Clerk

(SEAL)

By [redacted]
Title Mike Wozniak, Mayor
Address:
Phone:

APPROVED AS TO FORM:

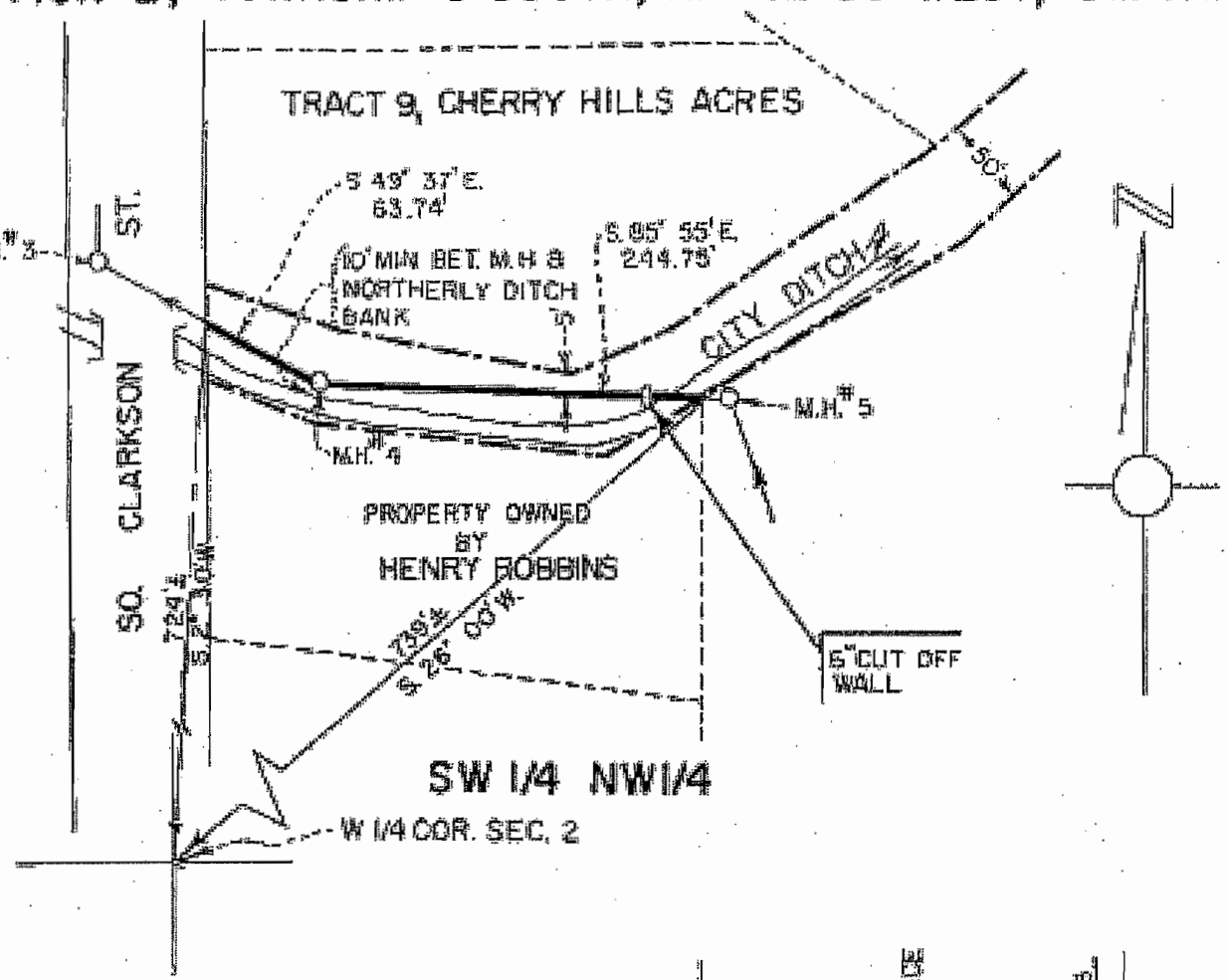
[redacted]
Kenneth S. Fellman, City Attorney

A ten (10) inch sanitary sewer along and across the City's right-of-way for the City Ditch, situated in the southwest quarter of the northwest quarter (SW1/4 NW1/4) of Section 2, Township 5 South, Range 68 West of the Sixth Principal Meridian in Arapahoe County, State of Colorado. The Centerline of the crossing is more particularly described as follows:

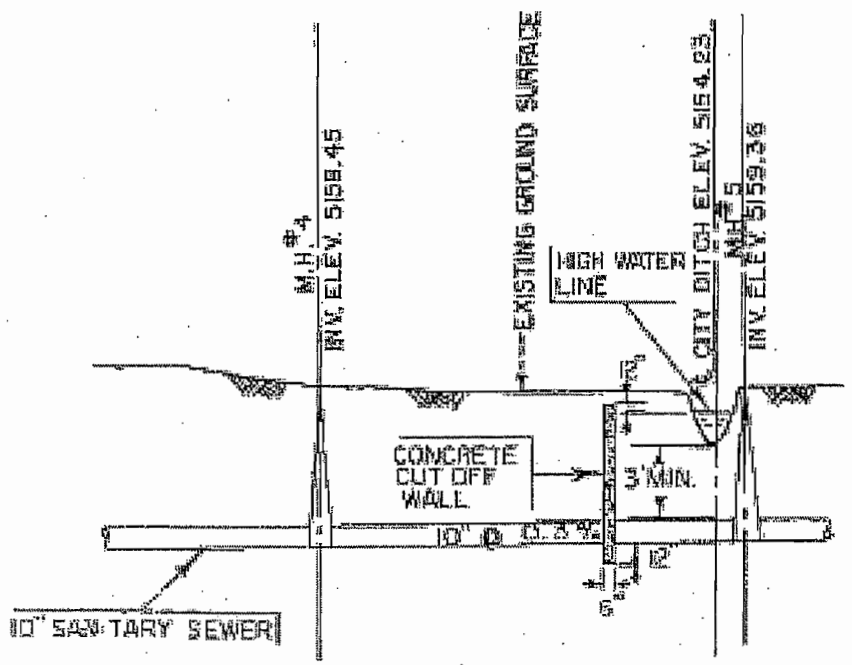
Beginning at a point on the east property line of South Clarkson Street, whence the west quarter (W1/4) corner of said Section 2 bears south 2°30' west a distance of 724 feet more or less; thence south 49°37' east a distance of 63.74 feet to manhole No. 4; thence south 85°55' east a distance of 244.75 feet to the point of terminus on the southeasterly right-of-way boundary of the City Ditch, whence the west quarter (W1/4) corner of said Section 2 bears south 26°0' west a distance of 739 feet more or less.

The above description was taken from an original Denver Water License prepared in May of 1961

SECTION 2, TOWNSHIP 5 SOUTH, RANGE 68 WEST, 6th P.M.



PLAN
SCALE 1" = 100'



PROFILE
SCALES: HORZ. 1" = 100'
VERT. 1" = 10'

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
April 19, 2010	11 c i	Resolution for a Year-End Supplemental Appropriation to the 2009 Budget

Initiated By:	Staff Source:
Finance and Administrative Services	Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council has not discussed this supplemental or transfer specifically, but approved the 2009 Budget and Appropriations Ordinances on final reading on October 20, 2008.

RECOMMENDED ACTION

Staff recommends City Council approve a resolution for a supplemental appropriation to the 2009 Budget for the following funds:

Sources and Uses of Funds

STORM WATER DRAINAGE FUND:

SOURCE OF FUNDS:

Retained Earnings	$275,000

USE OF FUNDS:

Unanticipated System Repairs	$275,000

CONCRETE UTILITY FUND:

SOURCE OF FUNDS:

Retained Earnings	$5,000

USE OF FUNDS:

Capital Budgeted in 2008 Completed in 2009	$5,000

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The supplemental appropriations for 2009 are presented for Council's consideration at this time because total expenditures for the year are often not fully known until all expenditures are paid, which is often months after year-end.

FINANCIAL IMPACT

- The Storm Water Drainage Fund's 2009 retained earnings will decrease $275,000
- The Concrete Utility Fund's retained earnings will be reduced $5,000

LIST OF ATTACHMENTS

Proposed Resolution

RESOLUTION NO. _____
SERIES OF 2009

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION TO THE 2009 BUDGET

WHEREAS, the City of Englewood is required by City Charter to ensure that expenditures do not exceed legally adopted appropriations; and

WHEREAS, the 2009 Budget was submitted and approved by the Englewood City Council in October 2008; and

WHEREAS, this supplemental appropriation to the 2009 Budget is required because the total expenditures for the year are not fully known, until all expenditures are paid, which is often months after year-end and therefore not appropriated at the time the 2009 Budget was prepared;

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

Section 1. The Budget for the City of Englewood, Colorado, is hereby amended for the year ending 2009, as follows:

2009 SUPPLEMENTAL APPROPRIATION

STORM WATER DRAINAGE FUND:

SOURCE OF FUNDS:	
Retained Earnings	$275,000
USE OF FUNDS:	
Unanticipated System Repairs	$275,000

CONCRETE UTILITY FUND:

SOURCE OF FUNDS:	
Retained Earnings	$ 5,000
USE OF FUNDS:	
Capital Budgeted in 2008 Completed in 2009	$ 5,000

Section 2. The City Manager and the Director of Finance and Administrative Services are hereby authorized to make the above changes to the 2009 Budget for the City of Englewood.

ADOPTED AND APPROVED this 19th day of April, 2010.

ATTEST:

_____
James K. Woodward, 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 2009.

_____
Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
April 19, 2010	11 c ii	Resolution for a Supplemental Appropriation to the 2010 Golf Course Enterprise Fund Budget from funds available to make facility modifications to accommodate electric golf carts

Initiated By:	Staff Source:
Finance and Administrative Services	Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council discussed this topic at the Study Session on April 5, 2010. Council directed staff to prepare a supplemental appropriation to modify the Golf Course facility to accommodate a fleet of electric golf carts.

RECOMMENDED ACTION

Staff recommends that Council approve a resolution for a supplemental appropriation in the amount of $125,000 to make storage facility modifications at the Golf Course to accommodate a fleet of electric carts.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City Council and staff have made sustainable, ecologically-friendly activities, practices, purchases, and projects a priority. This supplemental appropriation is one of the first steps in moving the Golf Course to an all electric golf cart fleet. An all electric golf cart fleet would have a substantial positive impact on air quality versus gas powered carts.

The entire conversion to electric carts will be a six-year phased project.

Sources and Uses of Funds:

GOLF COURSE ENTERPRISE FUND:

SOURCE OF FUNDS:

Funds Available	$125,000

USE OF FUNDS:

Facility Modifications to Accommodate Electric Golf Cart Fleet	$125,000

FINANCIAL IMPACT

This action will not impact the General Fund as the source of funding is from existing Golf Course funds available.

LIST OF ATTACHMENTS

Proposed Resolution

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION TO THE 2010 GOLF COURSE ENTERPRISE FUND BUDGET.

WHEREAS, the City of Englewood is required by City Charter to ensure that expenditures do not exceed legally adopted appropriations; and

WHEREAS, the 2010 Budget was submitted and approved by the Englewood City Council on October 19, 2009; and

WHEREAS, The City Council and staff have made sustainable, ecologically friendly activities, practices, purchases, and projects a priority; and

WHEREAS, this supplemental appropriation is one of the first steps in moving the Golf Course to an all electric golf cart fleet which will have a substantial positive impact on air quality versus gas powered carts.

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

Section 1. The Budget for the Golf Course Enterprise Fund of the City of Englewood, Colorado, is hereby amended for the year 2010, as follows:

2010 SUPPLEMENTAL APPROPRIATION

GOLF COURSE ENTERPRISE FUND:

SOURCE OF FUNDS:

Funds Available	$125,000

USE OF FUNDS:

Facility Modifications to Accommodate Electric Golf Cart Fleet	$125,000

Section 2. The City Manager and the Director of Finance and Administrative Services are hereby authorized to make the above changes to the 2010 Budget for the City of Englewood.

ADOPTED AND APPROVED this 19th day of April, 2010.

ATTEST:

_____
James K. Woodward, 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 2010.

_____
Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
April 19, 2010	11 c iii	Resolution for a Supplemental Appropriation and Transfer of Long Term Asset Reserve Funds (LTAR) to fund improvements related to the NSP1 project

Initiated By:	Staff Source:
Finance and Administrative Services	Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council approved Resolution 34 Series of 2009 authorizing staff to apply to the Department of Local Affairs, Colorado Division of Housing, for a portion of Arapahoe County's allocation of the Federal Neighborhood Stabilization Program funds (NSP1).

City Council approved Ordinance 37, Series of 2009 authorizing the execution of a contract for Neighborhood Stabilization Program grant funding between the State of Colorado Department of Local Affairs and the City of Englewood.

City Council approved Ordinance 49, Series of 2009 authorizing the purchase of ten unidentified single-family vacant foreclosed properties located in the eligible census tracts throughout the City of Englewood to fulfill the NSP1 contract with the Colorado Department of Local Affairs.

At the study session on April 12, 2010, City Council discussed the use of General Fund monies (Long Term Asset Reserve) to be used to fund the costs of rehabilitating the acquired foreclosed properties for the NSP1 project.

RECOMMENDED ACTION

Staff recommends that Council approve a resolution authorizing the use of $750,000 of the Long Term Asset Reserve (LTAR) to assist with the funding of the acquisition and rehabilitation costs associated with the NSP1 contract with the Colorado Department of Local Affairs.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In July 2008, the Federal government passed the Housing and Economic Recovery Act (HERA). HERA appropriated $3.92 billion nationally for the Neighborhood Stabilization Program (NSP1) to support the acquisition, rehabilitation, or demolition of foreclosed and abandoned properties. The Colorado Department of Local Affairs through the Colorado Division of Housing (CDOH) received a total $37.9 million in NSP1 funds.

In March 2009, the Community Development Department submitted an application to CDOH for NSP1 funding for Project Rebuild. Project Rebuild was awarded $1,253,379 by the State Housing

Board in July 2009 to purchase, rehabilitate, and sell ten foreclosed single-family properties in eligible census tracts located throughout the City of Englewood. In September 2009, Council approved entering into an intergovernmental agreement with the State for NSP1 funding and in October 2009, Council approved purchasing ten unidentified single-family vacant foreclosed properties to fulfill the NSP1 contract.

The approved acquisition budget for the ten foreclosed properties was a combination of $909,000 NSP1 funding with the balance from the City as the developer. It was proposed that at least six houses could be purchased with the NSP1 funds and used as collateral to borrow an additional $450,000 from a local bank for the acquisition of the remaining four houses needed to complete the IGA with CDOH. To date, staff has been able to actually purchase four houses with contracts and to purchase an additional three houses using only NSP1 funds. There is approximately $100,000 of NSP1 funds remaining in the budget towards the acquisition of an eighth house. Funding is needed to acquire two more houses and to possibly complete the purchase of the eighth house.

Millennium Bank has expressed an interest in providing a loan of approximately $400,000 to the City using the acquired NSP1 properties as collateral at a fifty percent loan-to-value. The general term discussed would be a loan for one year at a seven percent interest rate with interest only payments made quarterly. This would keep the loan compliant with TABOR. The principal would be repaid to the Bank at the time of sale of each property to a qualified eligible buyer.

Funding for the required rehabilitation of the properties was initially proposed to be borrowed from US Bank through existing guidance line of credit (LOC) for the Housing Rehabilitation Fund. Using the LOC posed to be an additional accounting problem for staff. It was then proposed, and subsequently approved, to use the General Fund to complete the rehabilitation of all houses. There is approximately $300,000 reserved in the General Fund for the rehabilitation of the ten units.

It has been suggested that the Long Term Asset Reserve (LTAR) fund could be an appropriate vehicle to use to fund Project Rebuild instead of borrowing funds from the Bank and using the General Fund to support Project Rebuild. A maximum of $750,000 would be needed to fund the acquisition of an additional two foreclosed houses plus the rehabilitation of all ten houses. Monies would be repaid to the LTAR upon the sale of each property to a qualified eligible buyer.

By using the LTAR fund, it would:

1. Save the project between $20,000 to $25,000 in financing costs and accrued interest plus the time to complete the required paperwork and approvals necessary to finance the project.

2. Allow the repayment schedule to extend beyond one year if necessary.

3. Not reduce the General Fund's unreserved/undesignated fund balance

Sources and Uses of Funds:

GENERAL FUND (FUND 02):

SOURCE OF FUNDS:	
Long Term Asset Reserve	$750,000
USE OF FUNDS:	
Transfer to the Neighborhood Stabilization Fund	$750,000

NEIGHBORHOOD STABILIZATION FUND (FUND 11):

SOURCE OF FUNDS:	
Transfer In From General Fund (Long Term Asset Reserve)	$750,000
USE OF FUNDS:	
Acquisition of Two Houses and Rehabilitation of Ten Houses	$750,000

FINANCIAL IMPACT

Existing Community Development staff administers the NSP1 project. No additional monies will be required for acquisition, rehabilitation, sale or administration of the project. This action will temporarily reduce the LTAR balance but it will be repaid as houses are sold and funds are repaid to the Long Term Asset Reserve.

LIST OF ATTACHMENTS

Proposed Resolution

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION APPROVING A TRANSFER AND SUPPLEMENTAL APPROPRIATION OF LONG TERM ASSET RESERVE FUNDS (LATR) TO FUND IMPROVEMENTS RELATED TO THE FEDERAL NEIGHBORHOOD STABILIZATION PROGRAM (NSP1) PROJECT.

WHEREAS, the City of Englewood is required by City Charter to ensure that expenditures do not exceed legally adopted appropriations; and

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

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

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

WHEREAS, City Council authorized the use of General Fund monies to be used to fund the costs of rehabilitating the acquired foreclosed properties of the NSP1 project; and

WHEREAS, the Long Term Asset Reserve (LTAR) in the General Fund would be an appropriate vehicle to use to fund Project Rebuild.

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

Section 1. The Budget for the City of Englewood, Colorado, is hereby amended for the year ending 2010 as follows:

2010 SUPPLEMENTAL APPROPRIATION

GENERAL FUND:

SOURCE OF FUNDS:	
Long Term Asset Reserve	$750,000
USE OF FUNDS:	
Transfer to the Neighborhood Stabilization Fund	$750,000

NEIGHBORHOOD STABILIZATION FUND:

SOURCE OF FUNDS:

Transfer in from the General Fund (Long Term Asset Reserve)	$750,000

USE OF FUNDS:

Acquisition of two houses and rehabilitation of ten houses	$750,000

Section 2. The City Manager and the Director of Finance and Administrative Services are hereby authorized to make the above changes to the 2010 Budget for the City of Englewood.

ADOPTED AND APPROVED this 19th day of April, 2010.

ATTEST:

_____
James K. Woodward, 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 2010.

_____
Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
April 19, 2010	11 c iv	Allen Plant Ultraviolet System Design

Initiated By:	Staff Source:
Utilities Department	Stewart H. Fonda, Director of Utilities

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

None.

RECOMMENDED ACTION

The Englewood Water and Sewer Board, at their February 9, 2010 meeting, recommended Council approve, by motion, a contract for engineering and construction management services to Camp Dresser & McKee, Ramey Environmental Compliance, and NEI (CDM/REC/NEI) for an ultraviolet (UV) system design and softening feasibility study.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Long Term Two Enhanced Surface Water Treatment Rule was adopted by Congress on January 5, 2006. In this rule, the Environmental Protection Agency required that water systems meet additional cryptosporidium (crypto) removal requirements. Crypto is a chlorine-resistant pathogen. The system must be operational by October 1, 2013. The proposed UV system will exceed the minimum requirements of the LT2ESWTR mandate.

UV operates with a band of light that disinfects water at a certain wavelength in the ultraviolet light spectrum. Water at the Allen Filter Plant will be treated by the UV system after the filtration process and before chlorination, then pumped into the distribution system.

Allen Plant personnel conducted an investigation of the types of treatment available to comply with EPA regulations and found UV the most effective and beneficial for the inactivation for crypto while being compatible with future potential regulation requirements. The UV process will reduce sodium hypochlorite (chlorine) use, is an extremely fast process to inactivate crypto, is proven technology, requires the smallest footprint, and is the most cost effective.

Utilities Department staff recommends awarding the contract for engineering and construction management services to CDM/REC/NEI. The proposal was very detailed and has conservative cost estimates. The proposal includes a 3-year, 4-month time line with an 8-month pilot test, and 13 months of construction with additional inspections during critical periods. Construction is expected to take 13 months, with the pilot test beginning April, 2010 and will run through April, 2011. CDM is knowledgeable and the most qualified regarding the process. They have completed several other UV systems throughout the United States. CDM is also familiar with the Allen Water Treatment

Plant, having consulted on other water treatment plant projects. CDM will be contracted to design modifications to the old clearwell, the clearwell roof, the UV system, the reactor system and the new power supply.

CDM will also investigate the feasibility of providing a 2-million gallon per day softening system to be used in the future for low river flow situations. It is not anticipated that this softening system will be built at this time.

FINANCIAL IMPACT

CDM's proposal is for $453,264 and includes a 3-year, 4-month time line, an 8-month pilot test, and 13 months of construction observation and management (once a week during the 13 months of construction) with additional inspections during critical periods. The CDM Allen Treatment Facility UV Disinfection System Design quote is in the amount of $432,764 plus the additional Softening Fee amount of $20,500 for a total of $453,264.

LIST OF ATTACHMENTS

Excerpt from the February 9, 2010 Water and Sewer Board Minutes
Professional Services Agreement

WATER AND SEWER BOARD
MINUTES

February 9, 2010

The meeting was called to order at 5:05 p.m.

Members present:	Clark, Olson, Cassidy, Wiggins, Woodward, Mc Caslin, Habenicht
Members absent:	Burns, Higday
Also present:	Stewart Fonda, Director of Utilities Bill McCormick, Operations Supt. John Bock, Manager of Administration

1. MINUTES OF THE JANUARY 12, 2010 MEETING.

The Englewood Water and Sewer Board received the minutes of the January 12, 2010 meeting.

Mr. Wiggins moved;

Mr. Habenicht seconded:	To approve the minutes of the January 12, 2010 meeting as written.
Ayes:	Clark, Olson, Cassidy, Wiggins, Woodward, McCaslin, Habenicht
Nays:	None
Members absent:	Burns, Higday,

Motion carried.

5. WORK TRUCK.

The Utilities Department Distribution/Collection crew is requesting a work truck replacement for Unit #1315 used for water and sewer main cleaning and repairs. The purchase is being recommended to replace the existing ten year old unit according to the CERF replacement schedule.

The base bid is $122,108. An additional option of $8,865.00 is being added for a 3,000 lb. telescopic crane and $1,529.00 for removal of the under deck compressor from the old truck and installation into the new truck. The vehicle will be purchased from Transwest Trucks under the Colorado State bid in conjunction with Boulder Award Bid #5248-09.

Mr. Habenicht moved;

Mr. Wiggins seconded:	To recommend Council approval for the purchase of one Freightliner M2 106 work truck in the amount of $122,108 plus $10,394 for options for a total of $132,645.
Ayes:	Clark, Olson, Cassidy, Wiggins, Woodward, McCaslin, Habenicht
Nays:	None
Absent:	Burns, Higday

Motion carried.

6. ALLEN PLANT ULTRAVIOLET (UV) SYSTEM DESIGN

Stu discussed the Long Term II Enhanced Surface Water Treatment Rule that was adopted by Congress on January 5, 2006 that requires water systems to meet additional cryptosporidium (crypto) removal requirements. The system must be operational by October 1, 2013.

Allen Plant personnel investigated the types of treatment available to comply with the EPA regulations and found UV the most effective for the inactivation of crypto while being compatible with future potential regulation requirements. The UV process will reduce sodium hypochlorite (chlorine) use, is an extremely fast process, is proven technology, requires the smallest footprint and is the most cost effective.

Utilities Department staff recommends awarding the contract for engineering and construction management services to CDM. CDM's quote for the Allen Treatment Facility UV disinfection System Design is $432,764 plus $20,500 for investigating a possible softening system for use during low river flow periods for a total of $453,264.

Mr. Cassidy moved;

Ms. Olson seconded:	To recommend Council approval of the contract for engineering and construction management services to Camp, Dress & McKee for ultraviolet system design and softening feasibility study in the amount of $453,264.
Ayes:	Clark, Olson, Cassidy, Wiggins, Woodward, McCaslin, Habenicht
Nays:	None
Absent:	Burns, Higday

Motion carried.

7. FRICO/BURLINGTON WATER APPEAL CAST #2009SA133

Stu discussed a Water Court ruling that is being disputed by Englewood, City of Denver, Farmers Reservoir and Irrigation Company and Burlington Ditch (FRICO), East Cherry Creek Valley Water and Sanitation District, Henrylynn Irrigation District, United Water and Sanitation District, City of Thornton, City of Brighton, Town of Lochbuie and South Adams County Water and Sanitation District (applicant). The ruling prevented the applicants from pumping effluent from Metro Sewer District into the Burlington Canal, causing downstream reservoirs to fill slower, therefore affecting Englewood's McLellan rights. Englewood, Denver and the other applicants are jointly appealing the ruling.

The Case No. 09SA133 Common Interest Agreement will enable Englewood's legal counsel to share strategies with Denver and other applicants concerning the appeal of the Metro Pump ruling. The agreement grants permission for the parties to work together for this specific litigation to exchange information and share costs and strategy. This agreement does not compromise Englewood's water rights in any manner.

Englewood has previously retained David Hill of Berg Hill Greenleaf & Rusciti to represent Englewood in the FRICO litigation to represent Englewood's rights and ensure

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made as of this _____ day of _____, 20__, (the "Effective Date") by Camp Dresser & McKee Inc., 555 17th Street, Suite 1100 Denver, Colorado 80202, a Massachusetts corporation ("Consultant"), and The City of Englewood, Colorado, a municipal corporation organized under the laws of the state of Colorado ("City").

City desires that Consultant provide certain consulting services as described in Exhibit A, and/or related services as described herein, and Consultant desires to perform such services on behalf of City on the terms and conditions set forth herein.

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

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

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

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

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

3. Performance of Services.

(a) Performance. Consultant shall perform the Services necessary to complete all services outlined in Exhibit A in a timely and

professional manner consistent with the specifications, if any, set forth in the Statement of Work, and in accordance with industry standards. Consultant agrees to utilize its professional engineering expertise and creative talents in completing the projects outlined in the Statement of Work.

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

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

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

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

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

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

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

(a) Convenience. City may, without cause and without penalty, terminate the provision of Services under any or all Statements of Work upon thirty (30) days prior written notice. Upon such termination, City

shall, upon receipt of an invoice from Consultant, pay Consultant for Services actually rendered prior to the effective date of such termination. Charges will be based on time expended for all incomplete tasks as listed in the applicable Statement of Work, and all completed tasks will be charged as indicated in the applicable Statement of Work.

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

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

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

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

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

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

10. Staff. Consultant is an independent consultant and neither Consultant nor Consultant's staff is, or shall be deemed to be employed by City. City is hereby contracting with Consultant for the Services described in a Statement of Work and Consultant reserves the right to determine the method, manner and

means by which the Services will be performed. The Services shall be performed by Consultant or Consultant's staff, and City shall not be required to hire, supervise or pay any assistants to help Consultant perform the Services under this Agreement. Except to the extent that Consultant's work must be performed on or with City's computers or City's existing software, all materials used in providing the Services shall be provided by Consultant.

11. Confidential Information.

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

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

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

The provisions of this Section 11 shall survive for five (5) years following the expiration or termination of this Agreement for any reason.

12. Project Managers. Each party shall designate one of its employees to be its Project Manager under each Statement of Work, who shall act for that party on all matters under the Statement of Work. Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers for each Statement of Work shall meet as often as either one requests to review the status of the Statement of Work.

13. Warranties.

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

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

(c) Personnel. Unless a specific number of employees is set forth in the Statement of Work, Consultant warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement or as set forth in the Statement of Work.. Should City reasonably determine that particular personnel provided by Consultant are not satisfactory or are requested by City to be replaced for good cause shown, Consultant shall, within five (5) working days of receipt of such request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. Consultant shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies.

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

14. Indemnification.

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

(b) Infringement. Consultant will indemnify, defend, and hold City harmless from all Indemnifiable Losses arising from any third party claims that any Work Product or methodology supplied by Consultant infringes or misappropriates any Intellectual Property rights of any third party; provided, however, that the foregoing indemnification obligation shall not apply to any alleged infringement or misappropriation based on: (1) use of the Work Product in combination with products or services not provided by Consultant to the extent that such infringement or misappropriation would have been avoided if such other products or services had not been used; (2) any modification or enhancement to the Work Product made by City or anyone other than Consultant or its sub-consultants; or (3) use of the Work Product other than as permitted under this Agreement.

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

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

15. Insurance.

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

(1) The Consultant shall comply with the Workers' Compensation Act of Colorado and shall provide compensation insurance to protect the City from and against any and all Workers' Compensation claims arising from performance of the work under this contract. Workers' Compensation insurance must cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, as well as the Employers' Liability within the minimum statutory limits.

(2) Commercial General Liability Insurance and auto liability insurance (including contractual liability insurance) providing coverage for bodily injury and property damage with a combined single limit of not less than three million dollars ($3,000,000) per occurrence.

(3) Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Consultant's operations or Services in an amount not less than one million dollars ($1,000,000) per occurrence.

(4) Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Consultant personnel, acting alone or with others, in an amount not less than one million dollars ($1,000,000) per occurrence.

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

(c) Certificates. Consultant shall provide City with certificates of insurance evidencing compliance with this Section 15 (including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Certificates of insurance will list the City of Englewood as an additional insured. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially change the insurance afforded under the above policies unless thirty (30) days' notice of such cancellation, reduction or material change has been provided to City.

16. Rights in Work Product.

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

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

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

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

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

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

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

22. Sub-consultants. Consultant may not subcontract any of the Services to be provided hereunder without the prior written consent of City. In the event of any permitted

subcontracting, the agreement with such third party shall provide that, with respect to the subcontracted work, such sub-consultant shall be subject to all of the obligations of Consultant specified in this Agreement.

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

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

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

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

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

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

29. This paragraph intentionally deleted

30. Permits. Consultant shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local statute, ordinance or regulation for the performance of the Services under the Agreement. Consultant shall also comply with the provisions of all Applicable Laws in performing the Services under the Agreement. At its own expense and at no cost to City, Consultant shall make any change, alteration or modification that may be necessary to comply with any Applicable Laws that Consultant failed to comply with at the time of performance of the Services. Notwithstanding the foregoing, Consultant shall be entitled to additional compensation if, after the effective date of this Agreement, there is a change to any Applicable Law which requires a change or modification to the Services.

31. Media Releases. Except for any announcement intended solely for internal distribution by Consultant or any disclosure required by legal, accounting, or regulatory

requirements beyond the reasonable control of Consultant, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Consultant or its employees or agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City prior to the release thereof. Consultant shall not represent directly or indirectly that any Services provided by Consultant to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Consultant's customers without City's express written consent.

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

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

34. Verification of Compliance with C.R.S. 8-17.5-101 ET.SEQ. Regarding Hiring of Illegal Aliens:

(a) Employees, Consultants and Sub-consultants: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Consultant shall not contract with a sub-consultant that fails to certify to the Consultant that the sub-consultant will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

(b) Verification: Consultant will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. Consultant is prohibited from using the E-Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

(c) Duty to Terminate a Subcontract: If Consultant obtains actual knowledge that a sub-consultant performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall;

(1) notify the sub-consultant and the City within three days that the Consultant has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and

(2) terminate the subcontract with the sub-consultant if, within three days of receiving notice required pursuant to this paragraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

(d) Duty to Comply with State Investigation: Consultant shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation by that the Department is undertaking pursuant to C.R.S. 8-17.5-102 (5)

(e) Damages for Breach of Contract: The City may terminate this contract for a breach of contract, in whole or in part, due to Consultant's breach of any section of this

paragraph or provisions required pursuant to CRS 8-17.5-102. Consultant shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph 34.

35. The Consultant is hereby notified of the requirements of Colorado Constitutional Amendment 54, effective December 31, 2008, which limits the rights of the holder of a sole source government contract to make political contributions.

36. Mutual Waiver of Consequential Damages. Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

37. Limitation of Liability In no event shall Consultant's total liability to City and/or any of the City's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, Consultant's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to Consultant under this agreement or $500,000, whichever is greater.

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

CITY OF ENGLEWOOD, COLORADO

By: _____

Title: _____

ATTEST:

_____

City Clerk

Camp Dresser & McKee Inc.
Company Name

By: [redacted]
Robert G. Armstrong,

Title: Vice President

STATE OF Colorado)
) **ss.**
COUNTY OF Denver)

Signed before me this 2nd **day of** April **, 20** 10
by Robert Armstrong

[redacted]

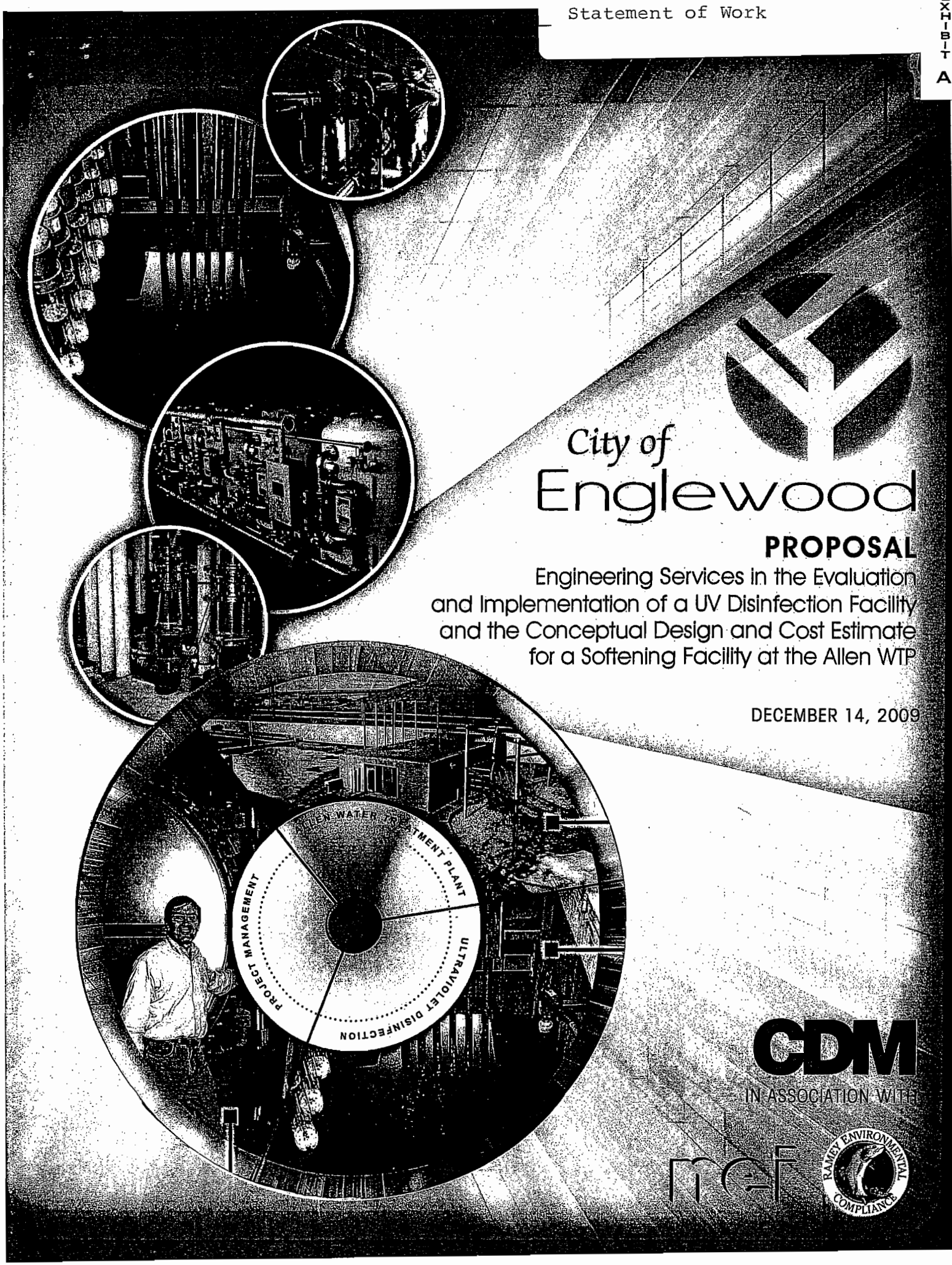
My Commission expires:
July 31, 2012

Notary Public

ALETTA L. CALLAWAY
NOTARY PUBLIC
COLORADO

Statement of Work

EXHIBIT A



City of Englewood

PROPOSAL

Engineering Services in the Evaluation and Implementation of a UV Disinfection Facility and the Conceptual Design and Cost Estimate for a Softening Facility at the Allen WTP

DECEMBER 14, 2009

CDM

IN ASSOCIATION WITH:

mef

RAMEY ENVIRONMENTAL COMPLIANCE

FEE ESTIMATE

The fee estimate for CDM's professional engineering services is based on constructing the UV system within the existing Chlorine Contact Basin, as described for Siting Alternative A. It includes 41 months of project management support, construction management, start-up assistance, and ten months of pilot testing support in addition to the preliminary and final design efforts. Table 5-1 presents a breakdown of the hours and cost for CDM labor, subconsultants, and other direct costs.

Table 5-1
Fee Estimate of Engineering Services

City of Englewood - Allen Treatment Facility UV Disinfection System Design

Total Costs

	Total CDM Hours	CDM Labor	CDM Subconsultants	Other Direct Costs	Total Project Cost
Task 1 - Project Mangement					
1.1 Budget & Schedule Development	32	$ 4,860			$ 4,860
1.2 Budget & Schedule Tracking	63	$ 9,450			$ 9,450
1.3 Monthly Invoicing & Project Status	147	$ 14,490	$ 1,650	$ 842	$ 16,982
1.4 Construction Management	754	$ 78,360	$ 5,984	$ 889	$ 85,233
1.5 Coordiante UV & System Training	28	$ 3,880			$ 3,880
1.6 Project Closeout	68	$ 7,200			$ 7,200
Task 2 - Eval Ex Studies and WQ					
2.1 Eval Ex Studies	24	$ 4,200			$ 4,200
2.2 Optimize Disinfection Strategy	52	$ 7,880	$ 1,100	$ 323	$ 9,303
Task 3 - Selection of UV Mnfrs					
3.1 Contact UV Mnfrs for equip. Info.	28	$ 3,640		$ 140	$ 3,780
3.2 Compare UV Design Criteria	16	$ 2,440	$ 7,590	$ 40	$ 10,070
3.3 Facilidated Design Workshop	40	$ 6,380	$ 2,420	$ 47	$ 8,847
3.4 Identify and Procure Pilot Units	52	$ 7,400		$ 100	$ 7,500
Task 4 Pilot Testing					
4.1 Define Pilot Testing Requirements	44	$ 6,000	$ 2,200	$ 200	$ 8,400
4.2 Develop Pilot Test Protocols	40	$ 4,600	$ 2,200	$ 200	$ 7,000
4.3 Installation and Start-up Assistance	72	$ 9,880	$ 1,100	$ 363	$ 11,343
4.4 Analyze Pilot Plant Data & Support	136	$ 17,960	$ 2,200	$ 867	$ 21,027
Task 5 - UV Facility Design					
5.1 Prepare UV Design Documents	148	$ 19,880	$ 2,981	$ 640	$ 23,501
5.2 Prepare Construction Plans & Specs	1,156	$ 131,700	$ 10,043	$ 3,200	$ 144,943
Task 6 - Bid Package Preparation					
6.1 Prepare Bid and Contract Documents	248	$ 29,280		$ 2,200	$ 31,480
6.2 Assist with Pre-bid and Addenda	50	$ 6,800	$ 1,034	$ 350	$ 8,184
6.3 Conduct Bid Opening and Review	44	$ 5,480		$ 100	$ 5,580
Total Cost:	**3,242**	**$ 381,760**	**$ 40,502**	**$ 10,502**	**$ 432,764**

The vessels could be located along the west side of the treatment plant site between the WTP access road and S. Windermere Street as shown above

The ion exchange equipment consists of two to three 10 or 12 ft diameter pressure vessels and a salt storage and brine tank. The total area is approximately 500-600 sq ft. The ion exchange process operates as a pressurized system, so the pressure vessel can be located anywhere on site where there is space. For example forwarding pumps could pull water from the clearwell near the maintenance garage and return the water to the high service pump station wet well.

Task 3 – Comparison of Softening Alternatives and Siting Options

The advantages and disadvantages of the softening alternatives will be developed and discussed with the City during a facilitated evaluation workshop similar to that proposed for the UV Process and Siting Alternatives Evaluation. Criteria to be considered include power costs for pumping, chemical costs, residual disposal and space requirements. A preliminary comparison of these factors indicates that lime softening has the lowest operational cost, but also has the highest space requirements. The lime softening system is also expected to require significantly more labor to operate and maintain compared to the other alternatives.

Task 4 – Conceptual Layout and Opinion of Capital and O&M Costs

CDM will use the preferred alternative selected during the workshop in Task 3 to develop a conceptual site plan, process flow diagram, and design summary technical memorandum for the selected alternative. The design summary will include an opinion of probable construction and O&M costs based on typical unit price costs for the unit processes plus allowances for contingencies and contractor overhead and profit.

FEE ESTIMATE AND SCHEDULE

A summary of the estimated labor hours and costs to complete Tasks 1-4 is summarized in the table A-2 below. We have assumed that the work will be done in parallel with the preliminary UV evaluation, and meetings to discuss the softening alternatives and siting options can be coordinated with the UV workshops to reduce overall costs. No costs have been included for the final design of the selected alternative.

Table A-2 Softening Fee Estimate

Task Description	Labor Hours	Extended Costs
1 – Evaluate Project Benefits & Objectives	24	$4,000
1 – Identify Softening Alternatives & Design Criteria	32	$6,000
3 – Comparison of Softening Alternatives & Siting Options	32	$5,000
4 – Conceptual Layout and Opinion of Capital and O&M Costs	50	$5,500
Total	120	$20,500

FEASIBILITY STUDY TEAM

CDM's comprehensive knowledge of regulatory and water quality issues for safe drinking water enables us to help clients anticipate future conditions. Our project execution philosophy advocates cost and schedule consciousness while designing effective treatment strategies.

The CDM team for the feasibility study is comprised of the best technical resources in the industry. As discussed earlier, Doug Brown has extensive experience in a wide variety of technologies including large microfiltration systems, ion exchange, conventional coagulation and filtration, reverse osmosis, activated carbon filters, and advanced oxidation. Mr. Brown will lead the study team. National experts Michael Zafer and Janice Skadsen, will bring their lime softening experience and technical understanding to successfully complete an optimized feasibility study for the softening alternatives. The organizational chart on the following page shows our proposed study team.

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION ANNOUNCING A DECLARATION OF SERVICE

WHEREAS, America has a proud tradition of service and volunteerism that dates back to the colonial era and today can be found in communities across the fifty states; and

WHEREAS, the bipartisan Edward M. Kennedy Serve America Act, signed into law by President Barack Obama on April 21, 2009 builds on this tradition by encouraging all Americans to serve their communities in new ways; and

WHEREAS, cities, home to many of the nation's most persistent challenges, are positioned to bring new leadership, facilitation, and innovation to the service movement; and

WHEREAS, the current need for public-spirited residents to help address increased hardship resulting from the global financial and housing crises is clear; and

WHEREAS, service enriches the lives of Americans of all ages, and each new generation of young Americans must be engaged in tackling emerging challenges;

NOW THEREFORE, we resolve to work together to focus the energies of our citizens on the need for service and will support efforts to increase service opportunities in Englewood.

ADOPTED AND APPROVED this 19th day of April, 2010.

ATTEST:

_____
James K. Woodward, 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 2010.

_____
Loucrishia A. Ellis, City Clerk

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2010

COUNCIL BILL NO. 9
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE EXTENDING AN EXISTING TEMPORARY SUSPENSION OR MORATORIUM ON THE ESTABLISHMENT OF NEW MEDICAL MARIJUANA DISPENSING AND GROWING USES FOR A PERIOD OF SIX MONTHS.

WHEREAS, it has been brought to Council's attention that the current Unified Development Code does not adequately define or limit medical marijuana dispensing and growing uses; and

WHEREAS, City Council has directed staff to review, create and revise, if necessary, provisions concerning medical marijuana dispensing and growing; and

WHEREAS, staff will need sufficient time to review and coordinate the provisions relating to medical marijuana dispensing and growing in the Code; and

WHEREAS, City Council deems it necessary to coordinate the review of the Unified Development Code and finds it appropriate to prohibit the establishment of new medical marijuana dispensing and growing in the City until the review by the staff and City Council; and

WHEREAS, the moratorium would temporarily stop additional businesses; and

WHEREAS, those uses already in business would not be affected; and

WHEREAS, the ordinance contemplates a prohibition on the establishment of any business not in operation by second reading; and

WHEREAS, in order for the City to comply with equal protection issues, the moratorium or temporary suspension must apply to all zone districts unless specific exemptions can be legitimately set forth due to a finding that a particular zone district should be excluded; and

WHEREAS, the revisions to the Unified Development Code and the updating of the uses allowed in all zone districts will help protect the public health, safety and welfare by preserving a safe, healthy, and sound environment within the City; and

WHEREAS, the citizens of Englewood and the City Council have determined that further revisions to the Unified Development Code are necessary to promote, coordinate, and implement a high quality plan to produce well balanced zoning in the City; and

WHEREAS, the current listing of uses is not meeting the above criteria; and

WHEREAS, The Colorado State Legislature has decided to also address this issue and the City Council finds that the revisions to the City's Unified Development Code must be coordinated with the requirements of the Colorado Statutes as well as the Constitution; and

WHEREAS, the City Council finds that a six month extension of the existing moratorium or temporary suspension of the establishment of all new medical marijuana dispensing and growing uses is necessary to implement the revisions to the Unified Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT AN EXISTING MORATORIUM OR TEMPORARY SUSPENSION OF ALL NEW MEDICAL MARIJUANA DISPENSING AND GROWING USES SHALL BE EXTENDED FOR SIX MONTHS UNTIL OCTOBER 19, 2010

Section 1. By reason of the fact that the Englewood Unified Development Code does not adequately define or limit medical marijuana dispensing and growing uses and for the immediate preservation of the public property, health, peace and safety.

Section 2. Said moratorium or temporary suspension shall be for any medical marijuana dispensing and growing uses within the City of Englewood not in operation by August 17, 2009.

Section 3. The City Council directs City staff to develop appropriate recommendations to Council, within six months, to be consistent with this Ordinance and to provide for an updating of the Unified Development Code relating to medical marijuana dispensing and growing uses.

Section 4. The City Council finds the provisions of this Ordinance are temporary in nature and are intended to be replaced by subsequent legislative enactment so that the moratorium or temporary suspension as specified in this Ordinance shall terminate on October 19, 2010

Introduced, read in full, and passed on first reading on the 19th day of April, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of April, 2010 for thirty (30) days.

Published in full as a Bill for an Ordinance in the City's official newspaper on the 23d day of April, 2010

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 19th day of April, 2010.

Loucrishia A. Ellis