

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, October 4, 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 September 20, 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 declaring October 3 through 9, 2010, as Fire Prevention Week.
 - b. Proclamation declaring October 17 through 23, 2010 as National Save for Retirement 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. 31, authorizing the execution of an Intergovernmental Agreement regarding Water Delivery Obligations between the City of Aurora and the City of Englewood.
 - ii. Council Bill No. 32, approving an Intergovernmental Agreement for a Water Common Interest Agreement.
 - c. Resolutions and Motions.
10. Public Hearing Items. (No Public Hearing Scheduled).
11. Ordinances, Resolutions and Motions
 - a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 33 — Recommendation from the Englewood Fire Department to adopt a bill for an ordinance to approve a 2011 EMS Provider Grant in the amount of \$77,674 awarded to the City of Englewood by the State of Colorado. **STAFF SOURCE: Mike Pattarozzi, Fire Chief.**
 - ii. Council Bill No. 34 — Recommendation from the Community Development Department to adopt a bill for an ordinance authorizing amendments to Title 16: Unified Development Code relating to Floodplain Regulations. Staff also requests that City Council schedule a public hearing on October 18, 2010 to gather public input on the proposed amendments. **STAFF SOURCE: Alan White, Director of Community Development, and Tricia Langon, Senior Planner.**
 - iii. Council Bill No. 35 — Recommendation from the Department of Finance and Administrative Services to approve a bill for an ordinance adopting the 2011 Budget for the City of Englewood. **STAFF SOURCE: Frank Grylewicz, Director of Finance and Administrative Services.**
 - iv. Council Bill No. 36 — Recommendation from the Department of Finance and Administrative Services to approve a bill for an ordinance appropriating funds for the 2011 Budget for the City of Englewood. **STAFF SOURCE: Frank Grylewicz, Director of Finance and Administrative Services.**

- v. Council Bill No. 37 — Recommendation from the Department of Finance and Administrative Services to approve a bill for an ordinance adopting the 2011 Budget for the Littleton/Englewood Wastewater Treatment Plant. **STAFF SOURCE: Frank Grylewicz, Director of Finance and Administrative Services.**
 - vi. Council Bill No. 38 — Recommendation from the Department of Finance and Administrative Services to adopt a bill for an ordinance appropriating funds for the 2011 Budget for the Littleton/Englewood Wastewater Treatment Plant. **Staff source: Frank Grylewicz, Director of Finance and Administrative Services.**
 - vii. Council Bill No. 39 — Recommendation from the Department of Finance and Administrative Services to adopt a bill for an ordinance approving the 2010 Mill Levy for collection in 2011. **STAFF SOURCE: Frank Grylewicz, Director of Finance and Administrative Services.**
- b. Approval of Ordinances on Second Reading.
- c. Resolutions and Motions.
- i. Recommendation from the Community Development Department to approve a resolution authorizing the application to Arapahoe County for the City of Englewood's portion of Federal 2011 Community Development Block Grant Funding. **STAFF SOURCE: Janet Grimmett, Housing Finance Specialist.**
 - ii. Recommendation from the Community Development Department to approve a resolution authorizing application for the 2012-2017 Transportation Improvement Program. **STAFF SOURCE: Alan White, Director of Community Development.**
 - iii. Recommendation from the Parks and Recreation Department to award, by motion, a bid for the purchase of 18 electric golf carts as part of a multi-year golf cart purchase agreement. Staff recommends awarding this contract to the lowest acceptable bidder, Golf Tournaments Inc., in the amount of \$44,500. **STAFF SOURCE: Dave Lee, Manager of Open Space.**
12. General Discussion.
- a. Mayor's Choice.
 - b. Council Members' Choice.

13. City Manager's Report.
14. City Attorney's Report.
15. Adjournment

The following minutes were transmitted to City Council in September, 2010.

- Alliance for Commerce in Englewood meeting of July 8, 2010.
- Code Enforcement Advisory Committee meeting of August 18, 2010.
- Cultural Arts Commission meeting of August 4, 2010.
- Englewood Housing Authority meeting of July 7, 2010.
- Liquor Licensing Authority Telephone Polls of July 21, August 4, and August 18, 2010.
- Parks and Recreation Commission meeting of August 12, 2010.
- Planning and Zoning Commission meeting of August 17 and September 8, 2010.
- Public Library Board meetings of April 13, June 8, and July 13, 2010.
- Transportation Advisory Committee meetings of July 8 and August 12, 2010.
- Water and Sewer Board meetings of April 13, May 18, and July 7, 2010.



PROCLAMATION

WHEREAS, the City of Englewood is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at the greatest risk from fire; and

WHEREAS, nearly 3,000 people die each year as a result of home fires; and

WHEREAS, roughly two-thirds of home fire deaths resulted from home fires in which no smoke alarms or no working smoke alarms were present; and

WHEREAS, working smoke alarms cut the chance of dying in a reported fire in half; and

WHEREAS, the National Fire Protection Association recommends at least one smoke alarm on every level of the home (including the basement) outside all sleeping areas, and in all bedrooms; and

Whereas, informing the public about the importance of smoke alarm installation and maintenance serves an essential step toward increasing the public's safety from home fires; and

WHEREAS, the City of Englewood's firefighters are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Englewood's residents are responsive to public education measures and are able to take personal responsibility to increase their safety from fire especially in their homes; and

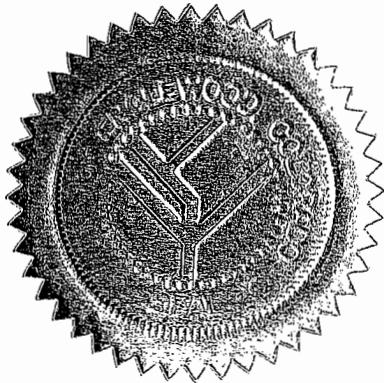
WHEREAS, the 2010 Fire Prevention Week theme, "Smoke Alarms: A Sound You Can Live With!", actively works to motivate Englewood residents to implement smoke alarm recommendations in their homes;

NOW THEREFORE, I, James K. Woodward, Mayor of the City of Englewood, Colorado, hereby proclaim the **week of October 3rd through 9th, 2010** as:

FIRE PREVENTION WEEK

throughout the City of Englewood, Colorado and I urge all the citizens of Englewood, Colorado to protect their homes and families by heeding the potentially life-saving messages of Fire Prevention Week 2010, and to support the many public safety activities and efforts of Englewood Safety Services.

GIVEN under my hand and seal this 4th day of October, 2010.



James K. Woodward, Mayor



PROCLAMATION

WHEREAS, the cost of retirement continues to rise in the United States and the need for greater savings grows; and

WHEREAS, many employees may not be aware of their retirement savings options or may not be taking full advantage of their workplace defined contribution plans to the full extent allowed by law; and

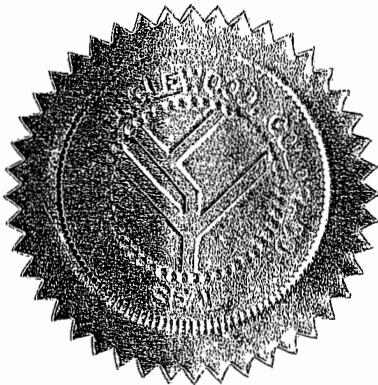
WHEREAS, all workers, including public and private sector employees, employees of tax-exempt organizations and self-employed individuals can benefit from increased awareness of the need to save for retirement;

NOW THEREFORE, I, James Woodward, Mayor of the City of Englewood, Colorado, hereby proclaim **the week of October 17th through 23rd, 2010** as:

NATIONAL SAVE FOR RETIREMENT WEEK

in the City of Englewood, Colorado.

GIVEN under my hand and seal this 4th day of October, 2010.



James K. Woodward, Mayor

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2010 _____

COUNCIL BILL NO. 31
 INTRODUCED BY COUNCIL
 MEMBER WILSON

AN ORDINANCE APPROVING AN "INTERGOVERNMENTAL AGREEMENT REGARDING WATER DELIVERY OBLIGATIONS" BETWEEN THE CITY OF AURORA AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, in the 1980's the cities of Thornton and Westminster applied in Water Court for extra water to fill an enlargement of Standley Lake; and

WHEREAS, the extra diversions would have harmed Englewood's downstream senior rights on the South Platte; and

WHEREAS, in 1990 a settlement agreement was entered into whereby the Cities of Thornton and Westminster would deliver raw water from Thornton's South Park water rights to Englewood at one or more of Englewood's points of diversion on the South Platte River; the water delivered varied depending on amounts diverted to Standley Lake, averaging 238 acre feet per year; and

WHEREAS, the 1990 settlement provided minimal water in drought years and maximum water in wet years, and

WHEREAS, in 1998 Thornton applied in Water Court to provide the water, in wet years, from a 1998 right at Chatfield Reservoir which required Englewood to re-use the water which was not practical; and

WHEREAS, in 2003 Aurora purchased all of Thornton's water rights originally decreed in Park County, including the rights under the 1990 Thornton settlement; and

WHEREAS, an agreement is now proposed that will provide water in a fixed and predictable amount during the driest summer months which would be useful to Englewood in the event of severe drought and help Englewood meet its quota for delivery to Centennial; and

WHEREAS, the passage of this proposed Ordinance will authorize Englewood to enter the "Intergovernmental Agreement Regarding Water Delivery Obligations;"

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

Section 1. The Intergovernmental Agreement entitled "Intergovernmental Agreement Regarding Water Delivery Obligations" is hereby accepted and approved by the Englewood City Council and is attached hereto as "Exhibit A".

Section 2. David Hill of Berg Hill Greenleaf & Rusciti is authorized to sign said Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 20th day of September, 2010.

Published as a Bill for an Ordinance in the City's official newspaper on the 24th day of September, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 22nd day of September, 2010 for thirty (30) days.

Read by title and passed on final reading on the 4th day of October, 2010.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2010, on the 8th day of October, 2010.

Published by title on the City's official website beginning on the 6th day of October, 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

**INTERGOVERNMENTAL AGREEMENT REGARDING
WATER DELIVERY OBLIGATIONS**

This Intergovernmental Agreement (“IGA”) is made and entered into this ___ day of _____, 2010, by and between the City of Englewood, Colorado, a municipal corporation of the County of Arapahoe, whose address is 1000 Englewood Parkway, Englewood, CO 80110 (“Englewood”); and the City of Aurora, Colorado a municipal corporation of the counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise, (“Aurora”), whose address is 15151 E. Alameda Parkway Suite 3600, Aurora, CO 80012. Together these two entities shall be referred to herein as the “Parties.”

RECITALS

On October 10, 1990, Englewood entered into an agreement with the City of Thornton (“Thornton”) and the City of Westminster (“Westminster”) in settlement of certain litigation then pending in the Colorado Water Court (the “Settlement Agreement”). The litigation involved Cases Numbered 86CW397, 88CW267, 89CW129 and 89CW132, District Court, Water Division One.

The Settlement Agreement obligated Thornton, and under certain circumstances Westminster, to provide raw water to Englewood at one or more of Englewood’s points of diversion on the South Platte River. As security for the performance of these obligations, Englewood acquired a profit a prendre from Thornton binding three water right priorities then owned by Thornton that historically were associated with the McDowell Ranch in Park County.

On November 21, 2003, Aurora purchased from Thornton all of Thornton’s water rights originally decreed in Park County. In connection with this purchase, Aurora agreed to assume the obligation under the Settlement Agreement to deliver water to Englewood.

On December 31, 1998, Thornton initiated a conditional appropriation of water intended to meet a portion of the water delivery obligations to Englewood under the Settlement Agreement. The 1998 appropriation was included in Aurora’s purchase of water rights from Thornton, and the application to adjudicate this appropriation in the Water Court for Division 1, in Case No. 98CW458 was dismissed by Aurora on April 21, 2010.

The Parties seek to simplify the existing obligations under the Settlement Agreement in a manner that is mutually beneficial.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose: The purpose of this IGA is to define new obligations, directly between Aurora and Englewood, which will supercede and replace the water delivery obligations created by the Settlement Agreement. This IGA constitutes Englewood's consent to the assignment of the Settlement Agreement requested by Thornton on or about April, 2003, as well as an amendment of the Settlement Agreement with respect to water delivery obligations. Except for those provisions of the Settlement Agreement which require or describe the delivery of water to Englewood, the obligations of the Settlement Agreement shall survive this amendment.

2. Volume: Aurora agrees to deliver to Englewood or Englewood's lessee five hundred and nine (509) acre feet per year of "single use water," which shall mean water that cannot be recaptured or reclaimed for reuse or successive use after the initial use of the water. However, in a year in which Aurora has insufficient single use water available, it may deliver three hundred thirty nine (339) acre feet of "fully consumable water," which shall mean water that may lawfully be recaptured or reclaimed for reuse or successive uses until fully consumed. Further, Aurora may deliver a combination of single use and fully consumable water, in which event the total volume of Aurora's obligation will be calculated by determining what percentage of Aurora's total delivery will be comprised of single use water and what percentage will be comprised of fully consumable water and multiplying the maximum volumes set forth above for each type of water by the respective percentage. To the extent Aurora delivers fully consumable water, Englewood or its designee shall have the right to recapture and reuse any return flows resulting from the initial or any subsequent use of such water. The water delivered by Aurora may be derived from any water right it owns or controls at the time of such delivery, provided that the water meets the legal requirements set forth herein.

3. Timing and Rate of Delivery: Aurora's delivery of water pursuant to this IGA will begin July 1 of each year, and will be completed by August 15 of that year. The rate of delivery will be 6 cfs except that, in any year the daily delivery rate may be increased by mutual agreement of the Parties, which will be binding only for the remainder of that year. If neither Englewood nor its designee is able to take delivery of the water during all or a portion of the time Aurora is seeking to deliver it, Aurora's obligation will nevertheless be reduced at the rate of 6 cfs, or the alternate rate agreed upon for that year. Englewood shall give Aurora twenty four hours advance notice if it is unable to begin, or to continue, taking such deliveries. Using the notice provision set forth below, the Parties may designate and revise email addresses for the communications regarding deliveries contemplated by this paragraph.

4. Location of Delivery: Aurora will deliver the water required by this IGA at the High Line Canal headgate, or at Chatfield Reservoir. If not diverted at the High Line Canal headgate, Englewood or its designee may divert the water through any of the ditches served by the Chatfield Reservoir Ditch Outlet Manifold, or may instruct the Water Commissioner to release the water through the Chatfield Reservoir river outlet for diversion at such downstream point as

may be selected by Englewood. It shall be the obligation of Englewood or its designee to obtain the right to use the diversion and carriage structures through which the water is actually diverted. Deliveries shall be measured at the High Line Canal headgate if diverted at that location, otherwise deliveries will be measured at the exit flume or flumes serving the City Ditch, the Nevada Ditch or the Last Chance Ditch, to the extent Englewood elects to divert the water through those structures, or at such downstream point of diversion as Englewood or its designee may employ. Englewood or its designee shall be responsible for transit losses, if any, assessed on such water if the delivery point is below the Chatfield Reservoir Ditch outlet manifolds described above.

5. Use and Storage: All water delivered by Aurora must be decreed to allow municipal uses and storage.

6. Profit a Prendre. Aurora acquired the three McDowell Ranch priorities referenced above subject to the profit a prendre previously granted in favor of Englewood. Said profit a prendre is not affected by the execution of this IGA.

7. General Provisions.

a. This writing constitutes the entire IGA between the Parties and supersedes all prior written or oral agreements, negotiations, representations, and understandings of the Parties with respect to the subject matter contained herein. However, this IGA does not modify or supersede any other previously executed agreement between these Parties, relating to matters other than those described herein.

b. This IGA may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto.

c. The Parties agree that this IGA may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this IGA, each party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this IGA unless such termination is requested by the party not in breach hereof.

d. Venue for the trial of any action arising out of any dispute hereunder shall be in the Arapahoe County District Court.

e. This IGA is intended to describe the rights and responsibilities of and between the named Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of Aurora, Englewood or any other entity not a party hereto.

f. If any portion of this IGA is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both Parties, the remaining

portions of this IGA will remain valid and binding on the Parties. Further, the Parties will immediately enter into negotiations to restore as nearly as possible any portion of this IGA held to be invalid or unenforceable.

g. Neither Aurora nor Englewood may assign its rights or delegate its duties hereunder without the prior written consent of the other party.

h. This IGA and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns if any are allowed.

i. Waiver of breach of any of the provisions of this IGA by either party shall not constitute a continuing waiver of any subsequent breach by said party of either the same or any other provision of this IGA.

j. This IGA may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same IGA.

k. Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this IGA.

l. Unless otherwise stated herein, any notices, demands, or other communications required or desired to be given under any provision of this IGA shall be given in writing, to be delivered personally, or sent by certified or registered mail, return receipt requested, postage prepaid, to the following:

To Aurora: Director of Utilities
City of Aurora
15151 East Alameda Parkway, Suite 3600
Aurora, Colorado 80012

With copy to:
Austin Hamre, Esq.
Duncan, Ostrander & Dingess, P.C.
3600 S. Yosemite Street, Suite 500
Denver, Colorado 80237

To Englewood: Director of Utilities
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

With copy to:
David G. Hill, Esq.

Berg Hill Greenleaf & Ruscitti LLP
1712 Pearl St
Boulder, CO 80302

or as to such other addresses as either party may hereafter from time to time designate by written notice to the other party in accordance with this paragraph. Notice shall be effective upon receipt.

m. If any date for any action under this IGA falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

n. This IGA and its application shall be construed in accordance with the laws of the State of Colorado.

o. To the fullest extent permitted by law, the Parties hereto waive the right to a trial by jury in any action brought under or in any way related to this IGA.

p. In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this IGA each party agrees to be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.

q. The Parties agree they drafted this IGA jointly with each having the advice of legal counsel and an equal opportunity to contribute to its content. Consequently, the rule of construction to the effect that ambiguities are to be construed against the drafter shall be inapplicable in the event of any dispute as to the meaning of provisions herein.

r. The obligations of Aurora under this IGA are the sole obligations of the City of Aurora acting by and through its Utility Enterprise and, as such, shall not constitute a general obligation or other indebtedness of the City of Aurora or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City of Aurora within the meaning of any constitutional, statutory, or charter limitation. In the event of default by Aurora or failure to meet any of its obligations under the terms of this IGA, Englewood shall have no recourse against any of the revenues of the City of Aurora except for the net revenues of the water utility system available therefore in the City of Aurora Utility Enterprise water fund, or any successor enterprise fund, remaining after payment of all expenses relating to the operation and maintenance and periodic payments on bonds, loans and other obligations of the City acting by and through its Utility Enterprise. Notwithstanding anything herein to the contrary, nothing in this IGA shall be construed as creating a lien against any revenues of the Utility Enterprise or the City.

s. Subject to the terms and conditions in this paragraph, no party to this IGA shall be liable for any delay or failure to perform under this IGA due solely to conditions or events of Force Majeure, specifically: a) acts of God, b) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, c) sabotage, d) vandalism beyond

that which can be reasonably prevented, e) terrorism, f) war, and g) riots; provided that, A) the non performing party gives the other party prompt written notice describing the particulars of the occurrence of the Force Majeure; B) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure event or condition; and C) the non-performing party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other party describing the actions taken to remedy the consequences of the Force Majeure event or condition. In the event of a change in municipal (or other local governmental entity), state or federal law or practice that prohibits or delays performance, the obligation to seek a remedy shall extend to making reasonable efforts to reform the IGA in a manner consistent with the change that provides the Parties substantially the same benefits as this IGA; provided, however, that no such reformation shall increase the obligations of any of the Parties. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this IGA beyond its stated term. In the event any delay or failure of performance on the part of the party claiming Force Majeure continues for an uninterrupted period of more than three hundred sixty-five (365) days from its occurrence or inception as noticed pursuant to this IGA, the Parties not claiming Force Majeure may, at any time following the end of such one year period, terminate this IGA upon written notice to the party claiming Force Majeure, without further obligation by any of the Parties.

IN WITNESS WHEREOF, the undersigned Parties have caused this IGA to be executed the day and year first written above.

**CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE**

Edward J. Tauer, Mayor
ATTEST

Date

Debra A. Johnson, City Clerk

Date

APPROVED AS TO FORM FOR AURORA:
Acting by and through its Utility Enterprise

Christine A. McKenney
Assistant City Attorney

Date

Austin Hamre
Special Counsel

Date

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Edward J. Tauer as Mayor, and attested to by Debra A. Johnson, as City Clerk, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

SEAL

CITY OF ENGLEWOOD

James K. Woodward, Mayor

Date

ATTEST:

Loucrishia A. Ellis, City Clerk

Date

APPROVED AS TO FORM FOR ENGLEWOOD:

David G. Hill
Special Counsel to the City of Englewood

Date

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2010 _____

COUNCIL BILL NO. 32
 INTRODUCED BY COUNCIL
 MEMBER WOODWARD

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT ENTITLED "COMMON INTEREST AND CONFIDENTIAL AGREEMENT" BETWEEN CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE ("AURORA WATER"); THE CITY OF ENGLEWOOD, ("ENGLEWOOD"), THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT ("CENTRAL"), PUBLIC SERVICE COMPANY OF COLORADO ("PUBLIC SERVICE"), THE CITY OF GREELEY, THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT ("NORTHERN"), THE CITY AND COUNTY OF DENVER ("DENVER WATER"), THE CITY AND COUNTY OF BROOMFIELD ("BROOMFIELD"), THE COLORADO DIVISION OF WILDLIFE AND THE COLORADO WILDLIFE COMMISSION ("DIVISION OF WILDLIFE"), THE STATE BOARD OF LAND COMMISSIONERS ("STATE LAND BOARD"), THE BIJOU IRRIGATION COMPANY ("BIJOU COMPANY") AND THE BIJOU IRRIGATION DISTRICT ("BIJOU DISTRICT") AND THEIR RESPECTIVE COUNSEL, (COLLECTIVELY THE "PARTIES") IN CONNECTION WITH WATER COURT DIVISION 1 CASE NOS. 02CW404 AND 03CW442, WHICH CONSIST OF VARIOUS CLAIMS ORIGINALLY PLEADED IN CASE NOS. 02CW105, 03CW442, 04CW356, 04CW362 AND 04CW365 (THE "WATER MATTERS").

WHEREAS, in the Water Court cases above described, the Applicants seek certain changes of water rights, exchanges, and additional diversions from the South Platte River which will be injurious to Englewood's water rights; and

WHEREAS, the Parties above named share a common interest in the claims asserted in the Water Matters as owners of vested water rights and/or interests in vested water rights that may be adversely affected by the outcome of the Water Matters; and

WHEREAS, in light of and in order to further that common interest, the Parties believe that they will mutually benefit from an exchange of information and ongoing coordination with respect to all matters and issues raised by the Water Matters; and

WHEREAS, the Parties therefore desire and agree to coordinate and prepare legal strategy and engineering analyses, and to engage in coordinated discovery, trial preparation and other matters related to the prosecution and outcome of the Water Matters; and

WHEREAS, the passage of this proposed Ordinance will authorize Englewood to enter into the above-described Common Interest and Confidentiality Agreement, which will enable Englewood's legal counsel to share strategies and information with the other parties named above concerning the Water Court cases described above;

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

Section 1. The Intergovernmental Agreement entitled “Common Interest And Confidential Agreement” is hereby accepted and approved by the Englewood City Council and is attached hereto as “Exhibit A”.

Section 2. David Hill of Berg Hill Greenleaf & Rusciti for the City of Englewood is authorized to sign said Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 20th day of September, 2010.

Published as a Bill for an Ordinance in the City’s official newspaper on the 24th day of September, 2010.

Published as a Bill for an Ordinance on the City’s official website beginning on the 22nd day of September, 2010 for thirty (30) days.

Read by title and passed on final reading on the 4th day of October, 2010.

Published by title in the City’s official newspaper as Ordinance No. ____, Series of 2010, on the 8th day of October, 2010.

Published by title on the City’s official website beginning on the 6th day of October, 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

COMMON INTEREST AND CONFIDENTIALITY AGREEMENT

This Joint Defense Agreement ("Agreement"), entered into and effective as of April 2, 2010, sets forth the understanding of the City of Aurora, Colorado, a Colorado municipal corporation of the Counties of Adams, Arapahoe and Douglas acting by and through its Utility Enterprise ("Aurora Water"), the City of Englewood, a Colorado municipal corporation ("Englewood"), the Central Colorado Water Conservancy District ("Central"), and Public Service Company of Colorado ("Public Service"), the City of Greeley, acting by and through its Water and Sewer Board ("Greeley"), the Northern Colorado Water Conservancy District ("Northern"), the City and County of Denver, acting by and through its Board of Water Commissioners ("Denver Water"), the City and County of Broomfield ("Broomfield"), the Colorado Division of Wildlife and the Colorado Wildlife Commission, by and through the Attorney General ("Division of Wildlife"), the State Board of Land Commissioners ("State Land Board"), the Bijou Irrigation Company ("Bijou Company"), and the Bijou Irrigation District ("Bijou District") and their respective counsel, (collectively the "Parties"), in connection with Water Court Division 1 Case Nos. 02CW404 and 03CW442, which consist of various claims originally pleaded in Case Nos. 02CW105, 03CW442, 04CW356, 04CW362, and 04CW365 (the "Water Matters").

Statement of Common Interest

The Parties share a common interest in the claims asserted in the Water Matters as owners of vested water rights and/or interests in vested water rights that may be adversely affected by the outcome of the Water Matters. In light of and in order to further that common interest, the Parties believe that they will mutually benefit from an exchange of information and ongoing coordination with respect to all matters and issues raised by the Water Matters. The Parties therefore desire and agree to coordinate and prepare legal strategy and engineering analyses, and to engage in coordinated discovery, trial preparation and other matters related to the prosecution and outcome of the Water Matters.

Common Interest Materials, Confidentiality

The Parties may make available to each other privileged information, both verbally and in writing, including notes, documents, memoranda, and research ("Common Interest Materials"), relating to the respective representations of Parties in connection with the Water Matters. The Common Interest Materials may reflect and incorporate confidential communications made by the Parties to their counsel, and by their counsel to them, and are protected by the attorney/client privilege from disclosure, and therefore are intended to be insulated from exposure beyond the confines of the Parties (the "Common Interest Privilege"). See e.g. *Matter of Grand Jury Subpoena Duces Tecum*, dated November 16, 1974, 406 F.Supp. 381 (S.D.N.Y. 1975). In addition, the Common Interest Materials are protected from disclosure as a result of the attorney work-product doctrine or other applicable privileges. See e.g. *Tranmirra Products Corp. v. Monsanto Chemical Corp.*, 26 F.R.D. 572 (S.D.N.Y. 1960).

The Parties are making the Common Interest Materials available to each other because the Parties intend to cooperate to reduce expenses, improve efficiencies, increase communications, and reduce the likelihood of potential liabilities of the Parties and any other party who may, in the future, become involved in the Water Matters. Because of the privileged nature of the Common Interest Materials, those materials will be shared among the Parties with the express understanding that the Parties shall not communicate the contents thereof to others, because the exchange of Common Interest Materials is not made for the purpose of allowing unlimited publication or use, but in confidence, for the limited and restricted purpose of assisting the Parties in advancing the Water Matters to a successful conclusion.

The Parties understand that the purpose of this Agreement is to facilitate common interest representation by increasing the information flow between the Parties. The Parties recognize, however, that under some circumstances, information known to one Party may not be shared with the other Parties to the Agreement.

Nothing in this Agreement is intended as, shall constitute, or shall be interpreted, construed or used as evidence of an admission by a Party of any wrongdoing, liability or fault (including comparative or proportionate fault), a waiver of any privilege, claim, right or defense, estoppel, or an admission as to any matter of law or fact, either as between the Parties or with respect to any person or entity not a party to this Agreement provided, however, that any Party shall be entitled to use this Agreement to enforce its terms.

If any person or entity not a part to this Agreement requests or demands, by subpoena or otherwise, any Common Interest Materials from any Party or from any Party's agent, employee, consultant, or representative, such Party shall: (1) immediately notify the other Parties, and (2) assert the Common Interest Privilege with respect to the requested Common Interest Materials. Each Party and each Party's respective counsel shall take all steps necessary to assert all applicable rights and privileges with respect to such Common Interest Materials and shall cooperate fully with the other Parties in any judicial proceedings related to the disclosure of the Common Interest Materials.

The intent of this Agreement is to preserve any privilege applicable to the Common Interest Materials while pursuing the Parties' common interest and to keep all Common Interest Materials confidential to the maximum extent allowed by law. A Party's disclosure of Common Interest Materials exchanged pursuant to this Agreement shall not be deemed a waiver by the other Parties of their right to assert a claim of the Common Interest Privilege and attorney/client or work-product privilege with respect to any Common Interest Materials.

This Agreement shall be binding upon each Party even after the Water Matters are decided or resolved, whether by settlement, judgment, dismissal, or otherwise as to that respective Party.

This Agreement, its terms, the fact of its execution and all discussions among the Parties, their attorneys, officers, directors, agents, consultants, representatives, and

employees with regard to the Agreement, are themselves subject to the attorney/client and work-product privileges, and each Party agrees that the Common Interest Privilege and any privilege shall be asserted in response to any subpoena or request for the production of the Agreement or in response to any inquiry as to its terms, the fact of its execution, or discussions relating to it.

This Agreement confirms a verbal agreement previously reached between the Parties. All previous privileged communications, and all Common Interest Materials previously exchanged, between the Parties and their respective attorneys, officers, directors, agents, employees, consultants, and representatives, are subject to this Agreement.

Neither the execution nor the performance of this Agreement shall result in the inability of any party to this Agreement to use any data contributed by it to the effort, any raw data generated under this Agreement, or any expert opinion which has been disclosed to other parties in this or other litigation, in other ongoing or subsequent litigation.

Termination and Withdrawal

Any Party may withdraw from this Agreement by giving written notice to every other Party of its election to withdraw.

Any Party that withdraws from this Agreement, together with such Party's respective counsel, remains subject to all confidentiality provisions herein as they pertain to information theretofore received, but not as to subsequent information.

In the event a Party reaches a settlement with one or more of the Applicants in the Water Matters (the "Settling Party"), the remaining Parties to this Agreement may employ or continue to employ the Settling Party's engineering experts and utilize their previously developed analyses and reports which were developed in conjunction with the Water Matters and exchanged pursuant to this Agreement.

Miscellaneous

Each Party understands and acknowledges that it is represented only by its attorneys in this matter, that while an attorney representing any other Party has a duty to preserve the confidences disclosed to him or her pursuant to this Agreement, the attorneys representing any other Party will be acting only as attorneys for that other Party and will owe a duty of loyalty to their respective client only. Each Party will pay for the services of its respective attorneys, but nothing herein shall void any subsequent agreement between the Parties, if any, to indemnify any other Party for attorneys' fees and costs or share in such fees and costs.

Each Party understands that the Parties may now or in the future have some adverse interests and that the sharing of some confidences pursuant to this Agreement may lead to potential conflicts of interest of the various attorneys in the future. The Parties do not intend that this Agreement or the exchange of Common Interest Materials shall be used to support the future disqualification of their respective attorneys and agree

that they will not move for disqualification of attorneys in the Water Matters or any other cases on account of the exchange of Common Interest Materials pursuant to this Agreement and waive any conflicts arising from the sharing of such confidences.

Colorado law shall control the interpretation and enforcement of this Agreement. This Agreement may be enforced in the District Court for Water Division One in Weld County, Colorado by a temporary restraining order and injunction in the event of a breach or anticipatory breach. The parties accept jurisdiction and venue in that court. Any modification to this Agreement shall be in writing and signed by all Parties.

This Agreement shall be binding upon the successors and assigns of the Parties and their respective counsel.

Nothing in this Agreement shall be deemed to create a partnership, joint venture, and/or principal and agent relationship between the Parties and/or their respective counsel.

The headings contained in this Agreement are for convenience of reference only and are not intended to limit the scope or affect the interpretation of this Agreement.

If any provision of this Agreement is deemed invalid or unenforceable, the balance of the Agreement shall remain in full force and effect.

This Agreement constitutes the entire current understanding of the Parties and their respective counsel with respect to its subject matter and supersedes any previous oral or written agreements relating to the subject matter of this Agreement.

The Parties acknowledge that this Agreement is the result of joint negotiations among the Parties, and agree that this Agreement shall not be construed or interpreted against any Party on the grounds of sole or primary authorship.

This Agreement is executed by the Parties and by their respective counsel, who also sign on behalf of themselves. This Agreement may be executed in counterparts each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the date set forth above.

[Signature Pages Follow]

PARTIES

AURORA WATER

CITY OF AURORA, COLORADO,
A COLORADO HOME RULE MUNICIPAL CORPORATION
OF THE COUNTIES OF ADAMS, ARAPAHOE AND DOUGLAS,
ACTING BY AND THROUGH ITS UTILITY ENTERPRISE

Edward J. Tauer, Mayor

Date

ATTEST:

Debra A. Johnson, City Clerk

Date

APPROVED AS TO FORM FOR AURORA:

Steve Sims, Special Water Counsel

Date

Christine McKenney, Assistant City Attorney

Date

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Edward J. Tauer as Mayor, and attested to by Debra A. Johnson, as City Clerk, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

[signatures of Parties continue on following page]

ENGLEWOOD

CITY OF ENGLEWOOD, COLORADO,
A COLORADO MUNICIPAL CORPORATION

Mayor – James K. Woodward [date]

ATTEST:

City Clerk – Loucrishia A. Ellis [date]

APPROVED AS TO FORM FOR ENGLEWOOD:

David G. Hill [date]

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by James K. Woodward as Mayor, and attested to by Loucrishia A. Ellis, as City Clerk, acting on behalf of the City of Englewood, Colorado.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

[signatures of Parties continue on following page]

GREELEY

CITY OF GREELEY, COLORADO,
ACTING BY AND THROUGH ITS WATER AND SEWER BOARD

[ADDRESS]
[ADDRESS]
[ADDRESS]

[name, title] [date]

ATTEST:

[name, title] [date]

APPROVED AS TO FORM FOR GREELEY:

[name, title] [date]

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____ as _____, and attested to by _____, as _____, acting on behalf of the City of Greeley, Colorado, acting by and through its Water and Sewer Board.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

[signatures of Parties continue on following page]

DENVER WATER

THE CITY AND COUNTY OF DENVER,
ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS

[ADDRESS]
[ADDRESS]
[ADDRESS]

[name, title] [date]

ATTEST:

[name, title] [date]

APPROVED AS TO FORM FOR DENVER WATER:

[name, title] [date]

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____ as _____, and attested to by _____, as _____, acting on behalf of the City of and County of Denver, Colorado, acting by and through its Board of Water Commissioners.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

[signatures of Parties continue on following page]

STATE LAND BOARD

THE STATE BOARD OF LAND COMMISSIONERS

[ADDRESS]
[ADDRESS]
[ADDRESS]

[name, title] [date]

ATTEST:

[name, title] [date]

APPROVED AS TO FORM FOR STATE LAND BOARD:

[name, title] [date]

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____ as _____, and attested to by _____, as _____, acting on behalf of the State Board of Land Commissioners.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

BIJOU IRRIGATION COMPANY

[ADDRESS]
[ADDRESS]
[ADDRESS]

[name, title]

[date]

ATTEST:

[name, title]

[date]

APPROVED AS TO FORM FOR BIJOU IRRIGATION COMPANY:

[name, title]

[date]

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____ as _____, and attested to by _____, as _____, acting on behalf of the Bijou Irrigation Company.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

COUNSEL

Dated: _____

BROWNSTEIN HYATT FARBER
SCHRECK, LLP
410 Seventeenth Street, Suite 2200
Denver, CO 80202

Steven O. Sims, Esq.
Adam P. DeVoe, Esq.
Bret A. Fox, Esq.
Counsel for Aurora Water

Dated: _____

BERG HILL GREENLEAF &
RUSCITTI LLP
1712 Pearl Street
Boulder, CO 80302

David G. Hill, Esq.
Jon N. Banashek, Esq.
Heidi C. Potter, Esq.
Counsel for Englewood

Dated: _____

LIND LAWRENCE & OTTENHOFF, LLP
355 Eastman Park Drive, Suite 200
Windsor, CO 80550

Bradley C. Grasmick, Esq.
Counsel for Central

Dated: _____

BALCOMB & GREEN, P.C.
818 Colorado Avenue
Glenwood Springs, CO 81602

David C. Hallford, Esq.
Sara M. Dunn, Esq.
Counsel for Public Service

Dated: _____

FIRM
ADDRESS1
ADDRESS2

ATTORNEY1, Esq.
Counsel for Greeley

Dated: _____

FIRM
ADDRESS1
ADDRESS2

ATTORNEY1, Esq.
Counsel for Northern

Dated: _____

FIRM
ADDRESS1
ADDRESS2

ATTORNEY1, Esq.
Counsel for Denver Water

Dated: _____

FIRM
ADDRESS1
ADDRESS2

ATTORNEY1, Esq.
Counsel for Broomfield

Dated: _____

FIRM
ADDRESS1
ADDRESS2

ATTORNEY1, Esq.
Counsel for Division of Wildlife

Dated: _____

FIRM
ADDRESS1
ADDRESS2

ATTORNEY1, Esq.
Counsel for State Land Board

Dated: _____

FIRM
ADDRESS1
ADDRESS2

ATTORNEY1, Esq.
Counsel for Bijou Irrigation Company

Dated: _____

FIRM
ADDRESS1
ADDRESS2

ATTORNEY1, Esq.
Counsel for Bijou Irrigation District

9411\190\1388196.1

COUNCIL COMMUNICATION

Date: October 4, 2010	Agenda Item: 11 a i	Subject: EMS Provider Grant 2011
Initiated By: Fire Department		Staff Source: Michael Pattarozzi, Chief

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council has been advised that the grant was requested through the State of Colorado.

RECOMMENDED ACTION

Staff seeks for Council approval of an EMS Provider Grant in the amount of \$77,674 awarded to the City of Englewood by the State of Colorado.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant program is intended to assist public and private organizations maintain, improve and expand the emergency medical and trauma services system in Colorado. The program requires a 50% cash match and funds may be used to improve emergency medical services by assisting with the funding of ambulances, communication, data collection, EMS equipment and EMS related education programs.

A grant was requested through the EMTS and approved for up to \$77,674, to assist with the purchase of a medic apparatus (ambulance) to replace the 1999 F450, unit #6482, which is overdue for replacement according to the City's vehicle replacement schedule. The unit was approved for replacement in 2009; however the vendor cancelled the order due to lack of an available chassis.

The cash match required of the city will come from Capital Equipment Replacement Fund designated for the replacement of unit # 6482.

FINANCIAL IMPACT

The State grant requires a minimum of a 50% match. The City is required to fund the remainder of the cost of the equipment. The cost of the ambulance as specified in the grant request is \$168,554, including safety equipment required to be included for the City to qualify for the grant. The City's portion of that funding will be \$90,880. The funds are available in the Capital Equipment Replacement Fund for 2011.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2010

COUNCIL BILL NO. 33
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF AN EMS PROVIDER GRANT 2011 AWARDED BY THE STATE OF COLORADO TO THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City of Englewood Fire Department sought and was awarded a grant from the State of Colorado to help fund the purchase of a medic apparatus (ambulance) to replace the 1999 F450 Unit #6482; and

WHEREAS, the 1999 unit is overdue for replacement in accordance with the City's vehicle replacement schedule; and

WHEREAS, the 1999 unit was approved for replacement in 2009; however the vendor cancelled the order due to a lack of available chassis; and

WHEREAS, The Colorado State Grant is a 50% match, not to exceed \$77,674.00 with the City funding the remaining costs;

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the EMS Provider Grant and accompanying terms and conditions awarded by the State of Colorado to the City of Englewood for the purchase of a medic apparatus (ambulance), attached hereto as Exhibit A.

Introduced, read in full, and passed on first reading on the 4th day of October, 2010.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 8th day of October, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 6th day of October, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 4th day of October, 2010.

Loucrishia A. Ellis

MEDTEC AMBULANCE PROPOSAL



Date: 08-26-2010

ATTN: MARK ERTLE

Department Name: ENGLEWOOD F.D.

Address: 555 WEST JEFFERSON AVE.

City, State, Zip: ENGLEWOOD CO 80110

The undersigned is prepared to manufacturer for you the vehicle(s) and equipment herein named for the following prices:

ONE (1) 2010 MEDTEC AD-170" AMBULANCE CONVERSION BUILT ON A 2009 CHEVROLET C4500 4X2 CHASSIS.	
PRICE IS F.O.B. IN ENGLEWOOD, COLORADO	\$168,554.00
SHOULD ENGLEWOOD CHOOSE TO PREPAY 100% OF THE CONTRACT PRICE, PROTECTED BY A 100% PERFORMANCE BOND. THE INTEREST EARNED OVER A 120 DAY BUILD TIME FROM RECIEPT OF APPROVED ORDER WOULD BE APPROXIMATELY \$4000.00 MAKING THE FINAL DELIVERED PRICE \$164,554.00	
THIS UPDATED PRICE INCLUDES ALL OPTIONS ADDED AFTER THE ORIGINAL PROPOSAL DATED 11-22-2009	

Said vehicle and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failure to obtain chassis, materials or other causes beyond our control not preventing, within about calendar days after receipt of this order and acceptance thereof at our office in Goshen, Indiana, and to be picked up / delivered by you / to you by an authorized agent or employee at the Medtec Ambulance Facility / Department's Address located in Goshen, Indiana / Customer's City & State.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the vehicle.

The proposal for ambulance(s) conforms to all Federal Department of Transportation (DOT) rules and regulations in effect at the time of the bid, and with all Federal KKK-A-1822E specifications as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or KKK-A-1822 standards will be passed along to the customer as an addition to the price set forth above.

Unless accepted within 30 days from the bid date, the right is reserved to withdraw this proposition.

Medtec Ambulance Corporation

By: _____
SALES REPRESENTATIVE

EXHIBIT A

STATE OF COLORADO

Bill Ritter, Jr., Governor
Martha E. Rudolph, Executive Director

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S. Laboratory Services Division
Denver, Colorado 80246-1530 8100 Lowry Blvd.
Phone (303) 692-2000 Denver, Colorado 80230-6928
TDD Line (303) 691-7700 (303) 692-3090
Located in Glendale, Colorado
<http://www.cdphs.state.co.us>



Colorado Department
of Public Health
and Environment

July 22, 2010

Stephen Green
City of Englewood (1521)
1000 Englewood Parkway
Englewood, CO 80110-2373

Dear Stephen Green:

Thank you for applying to the FY11 Provider Grants Program. Your application was reviewed and scored by a process that involved the RETACs, SEMTAC and the department. Results for your application are:

Category	Total Amount Requested	Agency Amount	State Amount	Accepted Status	Amount Funded
Veh	163,047.00	81,523.50	81,523.50	Accepted	
Totals	163,047.00	81,523.50	81,523.50		77,674

Following this review process, the final decision is to fund your request, making your total award \$77,674 with a 50% required local cash match. The award amount reflects the funding maximum of state dollars for a Type I 2wd, which is \$69,900. The safety equipment match amount is \$7,774 for a total award of \$77,674.

Enclosed please find a copy of the purchase order and note the expiration date of 6/30/11. **Your items must be purchased and delivered prior to this date – no exceptions.** This is an extremely important deadline, so please keep us updated throughout the year on your progress.

Progress reports: There are four required progress reports due on or before 9/30, 12/31, 3/31 and the last one is due with your final payment request but no later than 6/30/11. You can find the progress report document at www.coems.info/grants. Once your project is complete and marked final, you no longer have to submit the progress report document.

Payment Request Statement: The payment request statement is located at www.coems.info/grants. Use this document to request funds. It requires a signature and supporting documents such as invoices and pictures.

Reversions: Tracking reversions is extremely important because it gives us the chance to re-award funds to entities that were not awarded originally. If you experience any changes throughout the year and believe you will revert funds, please let me know immediately. Do not wait until the last minute or we won't be able to re-award the funds.

Vehicle category: All vehicles must be purchased and delivered by 6/30/11. If you believe you cannot make this deadline, please let me know immediately.

If you are planning on selling or donating a vehicle that was purchased in the past using grant funds, you must obtain prior written approval from the department, as the state retains partial ownership of the vehicle for its durable life. E-mail me at jeanne.bakehouse@state.co.us with your request to sell or donate your grant-funded vehicle, and please include the vehicle type, make, model, year and VIN along with your proposed plans.

Comments: The scoring process allows evaluators to provide feedback to applicants. Below are comments that were received from evaluators regarding your grant application. These comments are provided as additional information only. Some of the comments may actually reflect questions reviewers had prior to the grant hearings. If you attended the hearings, most likely these questions were answered.

Veh:

- *Impressive grant application!*
- *Good justification, not trying to always get latest and greatest.*
- *Use equipment for a long time.*
- *Made convincing argument for need of service.*
- *Took many steps to acquire service. Capabilities will be impacted if not funded.*
- *Billing rates seem low.*

Appeals: According to 6-CCR-1015-1, Section 3, 3.7 Appeal Process, you are entitled to appeal an adverse action with respect to your grant application. Applicants who wish to appeal need to:

1. Make your request in writing to the Colorado Department of Public Health and Environment within 60 days of this notification of a denial of an award.
2. Include the statute, rule or written application guideline that was not followed in the review of your grant application.

Upon receipt of a written appeal, the department will review the request for appeal to substantiate a violation of statute, rule or application guideline and will notify you and the SEMTAC of the findings. If a violation of statute, rule or application guideline is substantiated, the SEMTAC will then review the appeal and make recommendations to the department for corrective action.

Contact Information: Contact me at Jeanne.bakehouse@state.co.us with questions. If your e-mail address is no longer sgreen@englewoodgov.org, please let me know.

Sincerely,

Jeanne-Marie Bakehouse
EMTS Provider Grants Program Manager
Health Facilities and Emergency Medical Services Division

CO DEPT OF PUBLIC HEALTH/ENV
 4300 CHERRY CREEK DRIVE SO
 DENVER CO 80246 1530

DATE: 07-16-10



**PURCHASE
 ORDER**
 STATE OF COLORADO

Buyer: LUPE QUESADA
 Phone Number: 303-692-2073
 Agency Contact: MICHAEL SEIFFERTT
 Phone Number: 303 692 2862

IMPORTANT
 The PO# and Line # must
 appear on all invoices,
 packing slips, cartons
 and correspondence

P.O. # OE FMA EMS11000014 Page# 01

ACC: 07-15-10

State Award #

FEIN 846000583 Phone: - -
 Vendor Contact: STEPHEN GREEN 303-762-2476
 Purchase Requisition #:

BID #

V
 E
 N
 D
 O
 R
 CITY OF ENGLEWOOD
 1000 ENGLEWOOD PARKWAY
 ENGLEWOOD CO 80110-2373

Invoice in Triplicate

To: CO PUBLIC HEALTH & ENVIRONMENT
 EMERGENCY MED SVCS-HPDP-EMS-A2
 4300 CHERRY CREEK DRIVE SO
 DENVER CO 80246-1530

Payment will be made by this agency

Ship To: CO PUBLIC HEALTH & ENVIRONMENT
 EMER MEDICAL SVC-HDPD-EMS-A2
 4300 CHERRY CREEK DRIVE SOUTH
 DENVER, CO 80246-1530

INSTRUCTIONS TO VENDOR:

1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left. (Right of cancellation is reserved in instances in which timely delivery is not made.)
2. All chemicals, equipment and materials must conform to the standards required by OSHA.
3. NOTE: Additional terms and conditions on reverse side.

Delivery/Installation Date: 06-30-11
 F.O.B. DESTINATION STATE PAYS NO FREIGHT

SPECIAL INSTRUCTIONS:

LINE ITEM	COMMODITY/ITEM CODE	UNIT OF MEASUREMENT	QUANTITY	UNIT COST	TOTAL ITEM COST
-----------	---------------------	---------------------	----------	-----------	-----------------

001 94812000000 \$77,674.00

EMS FY11 GRANT - AMBULANCE

TERM: DATE OF PO - 06/30/2011. THIS AWARD IS MADE IN ACCORDANCE WITH THE VENDOR'S FISCAL YEAR 2011 GRANT APPLICATION WHICH IS INCORPORATED HEREIN AS ATTACHMENT A. THE REQUIREMENTS STATED IN THE ATTESTATION SECTION OF THE APPLICATION ARE PRESENTLY REAFFIRMED. THE STATE MUST BE INVOICED WITHIN 30 DAYS AFTER THE ENDING DATE OF THIS AGREEMENT. THE STATE WILL FUND 50% OF THE TOTAL COST, NOT TO EXCEED \$77,674.00. SHOULD THE GRANTEE REALIZE SAVINGS ON THE GRANT, IT WILL BE SHARED EQUALLY BETWEEN THE GRANTEE AND THE STATE.

DOCUMENT TOTAL = \$77,674.00

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS
 This PO is effective on the date signed by the authorized individual.

FOR THE STATE OF COLORADO

EPSPO FAA

Authorized Signature

Date

Purchase Order Terms and Conditions

1. **Offer/Acceptance.** If this purchase order ("PO") refers to vendor's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL, in accordance with the terms and conditions of the "solicitation" identified in vendor's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by buyer. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to vendor's acceptance, demonstrated by vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by buyer accepting a counter-offer. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof.

2. **Safety Information.** All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

3. **Changes.** Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by vendor. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section.

4. **Delivery.** Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. Buyer is relying on the promised delivery date, installation, and/or service performance set forth in vendor's bid or proposal as material and basic to buyer's acceptance. If vendor fails to deliver or perform as and when promised, buyer, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

5. **Intellectual Property.** Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by vendor in performance of its obligations under this PO shall be the exclusive property of buyer. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the "State"), or buyer, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.

6. **Quality.** Buyer shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified.

7. **Warranties.** All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("CUCC"), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications.

8. **Inspection and Acceptance.** Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, buyer may exercise all of its rights, including those provided in the CUCC. Buyer shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, buyer may require vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, buyer may (a) require vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

9. **Cash Discount.** The cash discount period will start from the later of the date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized buyer representative.

10. **Taxes.** Buyer and the State are exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all State and local government sales and use taxes [CRS, Title 39, Article 26, Parts I and II]. Such exemptions apply when materials are purchased for the benefit of State, except that in certain political subdivisions (e.g., City of Denver) vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to buyer. Buyer shall not reimburse such sales or use taxes.

11. **Payment.** Buyer shall pay vendor for all amounts due within 45 days after receipt of products or services and a correct notice of amount due. Interest on the unpaid balance shall begin to accrue on the 46th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to buyer's obligation to pay all or a portion of the amount due. Vendor shall invoice buyer separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate.

12. **Vendor Offset.** [Not Applicable to Inter-governmental POs] Under CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

13. **Assignment and Successors.** Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of buyer. This PO shall inure to the benefit of and be binding upon vendor and buyer and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to buyer.

14. **Indemnification.** If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, vendor shall indemnify and hold harmless buyer from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this PO is for services, vendor shall indemnify, save, and hold harmless buyer, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by vendor, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this PO.

15. **Independent Contractor.** Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of buyer. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through buyer and buyer shall not pay for or otherwise

provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to vendor and its employees and agents only if coverage is made available by vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind buyer to any agreement, liability or understanding, except as expressly set forth herein. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by buyer, and (c) be solely responsible for its acts and those of its employees and agents.

16. **Communication.** All communication concerning administration of this PO, prepared by vendor for buyer's use, shall be furnished solely to purchasing agent.

17. **Compliance.** Vendor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

18. **Insurance.** Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as specified in the solicitation, and provide proof of such coverage as requested by purchasing agent.

19. **Termination Prior to Shipment.** If vendor has not accepted this PO in writing, buyer may cancel this PO by written or oral notice to vendor prior to shipment of goods or commencement of services.

20. **Termination for Cause.** (a) If vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, buyer may notify vendor in writing of non-performance and, if not corrected by vendor within the time specified in the notice, terminate vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by buyer in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. (b) Buyer may withhold amounts due to vendor as buyer deems necessary to reimburse buyer for excess costs incurred in curing, completing or procuring similar goods and services. (c) If after rejection, revocation, or other termination of vendor's right to proceed under the CUCC or this clause, buyer determines for any reason that vendor was not in default or the delay was excusable, the rights and obligations of buyer and vendor shall be the same as if the notice of termination had been issued pursuant to termination under §21.

21. **Termination in Public Interest.** Buyer is entering into this PO for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and Courts. If this PO ceases to further the public policy of the State, buyer, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of buyer's obligations hereunder. This section shall not apply to a termination for vendor's breach, which shall be governed by §20. Buyer shall give written notice of termination to vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, buyer shall pay (a) reasonable settlement expenses, (b) the PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, buyer shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. Buyer's termination liability under this section shall not exceed the total PO price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as required by CRS §24-106-101, upon request of buyer.

22. **PO Approval.** This PO shall not be valid unless it is executed by purchasing agent. Buyer shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

23. **Fund Availability.** Financial obligations of buyer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. Buyer represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

24. **Choice of Law.** State laws, rules and regulations shall be applied in the interpretation, execution, and enforcement of this PO. The CUCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation or this PO, venue for any judicial or administrative action arising out of or in connection with this PO shall be in Denver, Colorado. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against buyer.

25. **Public Contracts for Services.** [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this PO, (b) notify subcontractor and buyer within three days if vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If vendor participates in the Department program, vendor shall deliver to the buyer a written, notarized affirmation that vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If vendor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., buyer may terminate this PO for breach and, if so terminated, vendor shall be liable for damages.

26. **Public Contracts with Natural Persons.** Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date vendor delivers goods or begins performing services under terms of the PO.

COUNCIL COMMUNICATION

Date: October 4, 2010	Agenda Item: 11 a ii	Subject: Amendment to Title 16: Unified Development Code related to Floodplain Regulations
Initiated By: Community Development Department		Staff Source: Alan White, Director Tricia Langon, Senior Planner

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council conducted a study session on the topic of floodplain regulations on July 12, 2010, and directed staff to prepare Title 16 amendments to coordinate with Federal Emergency Management Agency (FEMA) standards and upcoming Flood Insurance Rate Map (FIRM) amendments.

PREVIOUS PLANNING COMMISSION ACTION

On June 8, 2010, the Planning and Zoning Commission reviewed and discussed the need for amendments to 16-4: Flood Plain Overlay District. Based on the FEMA requirement for adoption of proposed amendments to meet a mid-December effective date of new FIRMs for the City, the Commission directed staff to bring the proposed amendments directly to public hearing.

The Planning and Zoning Commission conducted a Public Hearing on September 8, 2010 to consider the proposed amendments to Title 16: Unified Development Code (UDC). No members of the public attended the public hearing. Following discussion the Commission voted 8 to 0 (1 absent) to forward the proposed amendments to City Council with a favorable recommendation for adoption with the following revisions:

1. Remove 16-4-7: B.2.c. in its entirety.
2. Copy 16-4-1: D.5. to 16-4-6: B.2.c. creating number 11 and include the words "including fences" after the word barriers.
3. Remove in its entirety 16-4-8: D.4.d.; as it has nothing to do with the floodplain.

The above recommended Commission revisions are included in the proposed amendments before Council as First Reading.

RECOMMENDED ACTION

Recommendation from the Community Development Department to adopt a bill for an ordinance authorizing amendments to Title 16: Unified Development Code of the Englewood Municipal Code, related to the repeal in its entirety of 16-4: Flood Plain Overlay District and the enactment of 16-4: Floodplain Regulations in its place.

Staff also requests that City Council schedule a public hearing on October 18, 2010.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Federal Emergency Management Agency (FEMA) maps special flood hazard areas across the Country. The maps are called Flood Insurance Rate Maps (FIRM) and are the official maps designating risk premium zones in a community for flood insurance purposes.

The last major revision to FIRM maps for the City of Englewood occurred in 1995. More than two years ago, the Colorado Water Conservation Board (CWCB), in partnership with FEMA, began a project to update and digitize all FIRMs for Arapahoe County. The project is now complete and FEMA plans to adopt the updated County maps, which include the City of Englewood, on December 17, 2010.

To reflect the new FIRMs, FEMA is requiring updates to FIRM references contained in the floodplain regulations relative to the new digitized maps. In addition, the CWCB reviewed *16-4: Flood Plain Overlay District* and found it deficient in a number of areas. The proposed amendments address the identified issues by providing new or updated material to the Code to remain compliant with FEMA standards.

The proposed amendments are also necessary to maintain City participation in the National Flood Insurance Program's (NFIP) Community Rating System (CRS). The Program evaluates a community's flood mitigation policies and flood regulations. Englewood's favorable rating allows citizens with property within the floodplain to receive approximately a ten percent (10%) reduction in their flood insurance premiums. To remain compliant with CRS requirements the Program requires amendments to the UDC's floodplain regulations be effective on the date the maps become effective (December 17, 2010).

Besides updated references to the new digitized FIRMs, the proposed amendments include:

- Revisions to current definitions, addition of new definitions, and deletion of obsolete definitions.
- New FEMA requirements for:
 - Lowest floor elevations for residential and nonresidential structures,
 - Allowed uses of below lowest floor elevations,
 - Drainage paths around structures on slopes to guide water away from structures,
 - Existing and new manufactured home parks,
 - Recreational vehicles storage in certain flood zones.
- Clarification of administrative standards and requirements, including:
 - Updates to Floodplain Administrator responsibilities,
 - Review of Building Permits,
 - Establishment of Floodplain Development Permit process and criteria.

Also included in the proposed amendments is a revision to what lands the floodplain regulations apply. City floodplain regulations have historically included schematic areas identified as "areas of flood danger" in a 1971 study for a City storm drainage plan. FEMA restricts floodplain regulations to only areas mapped on a community's FIRM or areas designated as "special flood hazard areas" by the State (CWCB). The 1971 storm drainage plan was not accepted by the State and therefore land identified in the study is not regulated by the City's floodplain regulations. The proposed amendments rectify this Code defect and now comply with FEMA requirements; the proposed 16-4 amendments will apply only to:

1. FIRM mapped lands within the City, and
2. Areas within West Harvard Gulch Flood Hazard Area (Northwest Greenbelt), as approved by the CWCB in 1980.

Though the schematic areas identified as "areas of flood danger" in the 1971 storm drainage will not be subject to requirements of 16-4: Floodplain Regulations, staff will continue the City policy of informing property owners that their property may be subject to flooding from a local 100-year storm. This information will be provided when a Building Permit application is submitted to the City.

CONCLUSION

The proposed 16-4: Floodplain Regulations amendments update the FIRMs for the City, comply with FEMA floodplain requirements, and comply with NFIP standards to maintain the City's participation in the Community Rating System which provides discounted floodplain premium options for residents.

FINANCIAL IMPACT

No financial impacts are anticipated from the adoption of the proposed amendments.

LIST OF ATTACHMENTS

National Flood Insurance Program FAQs
Staff Report – September 8, 2010
Planning and Zoning Commission Minutes – September 8, 2010
Planning and Zoning Commission Findings of Fact - Case No. 2010-05
Proposed Bill for an Ordinance

Who is eligible for flood insurance?

Property owners, business owners and renters who live in a community that participates in the National Flood Insurance Program (NFIP) qualify for National Flood Insurance.

Does my homeowners insurance policy cover flooding?

No. Flood damage is not typically covered by a homeowners insurance policy.

If I live in a low-risk flood zone, do I really need flood insurance?

Most likely, yes. It's a good idea to buy flood insurance even if you live in a moderate- or low-risk area. About 25 percent of all flood insurance claims come from areas with moderate-to-low flood risk. You may qualify for the Preferred Risk Policy (a lower-cost flood insurance policy) that provides contents coverage beginning at \$39 per year and building plus contents coverage beginning at \$119 a year.

Why do I need flood insurance, even though my community has never been flooded?

Flooding occurs in moderate-to-low risk areas as well as in high-risk areas. Poor drainage systems, rapid accumulation of rainfall, snowmelt, and broken water mains can all result in flood. Properties on a hillside can be damaged by mudflow, a covered peril under the Standard Flood Insurance Policy. Structures located in high-risk flood areas have a significant chance (26 percent) of suffering flood damage during the term of a 30-year mortgage. In a high-risk area, your home is more than twice as likely to be damaged by a flood than by fire. For these reasons, flood insurance is required by law for buildings in high-risk flood areas as a condition of receiving a mortgage from a federally regulated or insured lender.

Why does my mortgage lender require me to buy flood insurance?

Under federal law, the purchase of flood insurance is mandatory for all federal or federally related financial assistance for the acquisition and/or construction of buildings in high-risk flood areas (Special Flood Hazard Areas or SFHAs).

The amount of flood insurance coverage required by the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, is the lesser of the following:

1. The maximum amount of NFIP coverage available for the particular property type,
2. The outstanding principal balance of the loan, or
3. The insurable value of the structure.

If the property is not in a high-risk area, but instead in a moderate-to-low risk area, federal law does not require flood insurance; however, a lender can still require it. It is also recommended since historically about one-in-four flood claims come from these moderate-to-low risk areas. Note that if during the life of the loan the maps are revised and the property is now in the high-risk area, your lender will notify you that you must purchase flood insurance.

Where do I purchase a flood insurance policy?

The National Flood Insurance Program has an arrangement with private insurance companies to sell and service flood insurance policies. More than 30 insurance companies are authorized to participate in the NFIP in Colorado.

How much flood insurance coverage is available?

Flood coverage limits for a standard flood policy are:

Coverage Type	Coverage Limit
One to four-family structure	\$250,000
One to four-family home contents	\$100,000
Other residential structures	\$250,000
Other residential contents	\$100,000
Business structure	\$500,000
Business contents	\$500,000
Renter contents	\$100,000

Can I get a discount on my flood insurance premium?

Englewood residents and business owners qualify for a 10% discount based on the City's participation and status in the NFIP's Community Rating System program.

What if I want to purchase more insurance than the NFIP offers?

Many private insurance companies offer Excess Flood Protection, which provides limits over and above those of the NFIP

What is covered in my basement?

Flood insurance covers your home's foundation elements and equipment that's necessary to support the structure (for example: furnace, water heaters, circuit breakers, etc.).

It's important to note that some items in your basement are covered under building coverage (like a furnace, hot water heater and circuit breaker) and others are covered under contents coverage that must be purchased in addition to building coverage (for example, your washer and dryer, or your freezer and the food in it). The NFIP encourages people to purchase both building and contents coverage. Flood insurance does not cover basement improvements, such as finished walls, floors, ceilings or personal belongings that may be kept in a basement.

TO: Planning and Zoning Commission
FROM: Alan White, Community Development Director
Tricia Langon, Senior Planner
DATE: September 8, 2010
SUBJECT: Case # 2010-005: Floodplain Regulations

RECOMMENDATION:

Community Development Department requests that the Planning and Zoning Commission review, take public testimony, and forward to City Council a recommendation for adoption of proposed amendments to Title 16: Unified Development Code (UDC) related to the repeal in its entirety of *16-4: Flood Plain Overlay District* and the enactment of *16-4: Floodplain Regulations* in its place.

BACKGROUND:

The Federal Emergency Management Agency (FEMA) maps special flood hazard areas across the country. The maps are called Flood Insurance Rate Maps (FIRM) and are the official maps designating risk premium zones for flood insurance purposes. The last major revision to FIRM maps for the City of Englewood was in 1995. More than two years ago the Colorado Water Conservation Board (CWCB), in partnership with FEMA, began a project to update and digitize all FIRMs for Arapahoe County. The project is now complete and FEMA is ready to adopt the updated Englewood FIRM. FEMA notified the City on June 17th that the new maps become effective six months from that date.

The City participates in the National Flood Insurance Program which evaluates the City's flood mitigation policies and regulations. The City's favorable rating allows citizens with property within the floodplain to receive approximately a ten percent (10%) reduction in flood insurance premiums. With the adoption of new FIRM maps, FEMA is requiring updates to the Unified Development Code's floodplain regulations in order for the City to remain in the program and provide the discounted premium option for residents. The required updates must be adopted and effective by December 17, 2010.

Council reviewed the above information at study session on July 12, 2010. Consensus was to move forward with the necessary amendments to remain compliant with National Flood Insurance Program requirements.

ANALYSIS:

The Colorado Water Conservation Board reviewed *16-4: Flood Plain Overlay District* and found it deficient in a number of areas. Most of the required amendments are technical in nature and require insertion of new or updated material into the Code. Proposed amendments include:

- Revisions to definitions and addition of new definitions,
- New requirements for:

- Lowest floor elevations for residential and nonresidential structures,
- Allowed uses of below lowest floor elevations,
- Drainage paths around structures on slopes to guide water away from structures,
- Existing and new manufactured home parks,
- Recreational vehicles storage in certain flood zones
- Clarification of administrative standards and requirements, including:
 - Updates to Floodplain Administrator responsibilities,
 - Review of Building Permits,
 - Establishment of Floodplain Development Permit process and criteria.

A major defect identified by the Board was what lands were subject to the floodplain regulations. The current UDC floodplain regulations apply to lands:

1. Mapped on the FIRM,
2. In the West Harvard Gulch Flood Hazard Area (Northwest Greenbelt), as approved by the CWCB in 1980, and
3. Identified as "areas of flood danger" in a 1971 study for a City storm drainage plan.

FEMA restricts floodplain regulations to only land reviewed and approved as "special flood hazard areas" by either the Agency or its state representative, the CWCB. The 1971 storm drainage plan was not accepted by the State and thus those areas shown can not be subject to the City's floodplain regulations. Council reviewed this information and determined that reference to the 1971 study be removed from the proposed regulations. Council directed staff to continue the City policy of informing property owners when they apply for Building Permits that their property may be subject to flooding from a local 100-year storm.

PROPOSED AMENDMENTS:

1. Repeal of *16-4: Flood Plain Overlay District* in its entirety.
2. Enact of *16-4: Floodplain Regulations* in its place.
3. Adoption of updates and revisions to floodplain-related definitions incorporated into 16-4 for ease of reference, and repeal of outdated definitions in 16-11-2 EMC.
4. Adoption by reference of the revised Federal Emergency Management Agency report entitled "Flood Insurance Study - Arapahoe County, Colorado, and Incorporated Areas".
5. Adoption by reference of Associated Flood Insurance Rate Maps with an effective date of December 17, 2010, for Arapahoe County, Colorado.
6. Adoption by reference of Sheets 13 and 14 in a report entitled "Flood Hazard Area Delineation, Harvard Gulch, West Harvard Gulch, and Dry Gulch" dated December 1979, prepared by Gingery Associates, Inc., and approved by the Colorado Water Conservation Board on January 30, 1980.

ATTACHMENTS:

Proposed Amendments

**CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION
REGULAR MEETING
September 8, 2010**

I. CALL TO ORDER



The regular meeting of the City Planning and Zoning Commission was called to order at 7:01 p.m. in the Council Chambers of the Englewood Civic Center, Chair Knoth presiding.

Present: Bleile, Roth, King, Welker, Krieger, Knoth, Brick, Calonder
Kinton (alternate)

Absent: Fish

Staff: Alan White, Community Development Department Director

II. APPROVAL OF MINUTES

August 17, 2010



Roth moved:

Bleile seconded: TO APPROVE THE AUGUST 17, 2010 MINUTES

Chair Knoth asked if there were any modifications or corrections.

There were none.

AYES: Bleile, Roth, Welker, Knoth, Brick, Calonder

NAYS: None

ABSTAIN: King, Krieger

ABSENT: Fish

Motion carried.



Roth moved:

Bleile seconded: TO APPROVE THE FINDINGS OF FACT FOR CASE #2008-04,
LANDSCAPING AND SCREENING AMENDMENTS.

Chair Knoth asked if there were any modifications or corrections.

Mr. Roth stated he hoped the City's legal department has reviewed the amendments, especially the sections that give some discretion to the staff, the City Manager or his designee, so these amendments do not have the same vulnerability that the sign code had.

There were no further comments. Chair Knoth called for a vote.

AYES: Bleile, Roth, Welker, Knoth, Brick, Calonder
NAYS: None
ABSTAIN: King, Krieger
ABSENT: Fish

Motion carried.

III. PUBLIC HEARING



CASE #2010-05: Floodplain Regulation Amendments

Krieger moved:

Bleile seconded: TO OPEN THE PUBLIC HEARING

AYES: Bleile, Roth, Welker, Knoth, Brick, Calonder, King, Krieger
NAYS: None
ABSTAIN: None
ABSENT: Fish

Motion carried.



Director White was sworn in. He noted for the record the bulk of the work on the floodplain regulations was done by Tricia Langon, Senior Planner for the City of Englewood. He also stated for the record notice of the public hearing was in the *Englewood Herald* on August 20, 2010 and was on the City's website from August 12th through September 8, 2010. The Amendments repeal in its entirety Chapter 16-4: Flood Plain Overlay District and enact 16-4: Floodplain Regulations in its place.

This amendment process began about two years ago when the Federal Emergency Management Agency (FEMA), Arapahoe County, and the Colorado Water Conservation Board entered into a process to update the flood insurance rate maps, which had not been updated for this part of Arapahoe County since 1995. One of the reasons this is important for the community is that the City participates in the National Flood Insurance Program. Participation in that program allows landowners to purchase flood insurance at an approximately 10% discount if the City remains up-to-date with the floodplain regulations and adopts the new maps. The Commission is being asked to amend the regulations to adopt the new maps and also update the regulations to conform to the model ordinance that the Colorado Water Conservation Board put together. There have been some changes in terminology, some expanded responsibilities of the Floodplain Administrator and some requirements for documenting and issuing permits. All is included in the new regulations. He noted the information was reviewed by City Council at a study session on July 12, 2010 and the consensus was to move forward with the changes and make every effort to meet

the deadline that FEMA and the Colorado Water Conservation Board has given the City of having the amendments in effect by December 17, 2010. The City was given six months to complete the process.

He provided an example of a change in terminology: the old maps referred to 100 and 500 year floodplains. Now they are referred to as floods with a chance of occurrence of 1% annually (100 year floodplain) and .2% annually (500 year floodplain).

One of the items discussed with City Council was the drainage study that was prepared back in the 1970's. The areas that were noted as being subject to shallow flooding were shown as blue boxes on the map. The City included those in previous regulations, but in checking with the Colorado Water Conservation Board and FEMA, we can only regulate floodplains that have been mapped by FEMA or approved by the Colorado Water Conservation Board. It was discussed what it would take to have those areas recognized by the Colorado Water Conservation Board. It would require a study be performed by engineers at a cost of approximately \$300,000. Consensus was to not move forward with that study. Instead, current practice will continue: whenever someone comes in for a building permit and the property will be affected by one of those areas, Staff informs them that there could be potential flood damage due to shallow flooding.

Director White offered to answer any questions the Commission might have.

Mr. King asked what "substantial improvements" means that is referenced on page 10. He also noted 2 c. on page 10 states "No basement shall be permitted in any residential structure", yet on page 11 in D. 1 it states "Residential Construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement, elevated to or above the base flood elevation." There is a contradiction. Director White noted "Substantial Improvement" is defined on page 22. Mr. King said that's fine, at least it's defined somewhere. After discussion it was determined to remove 2 c. on page 10.

Mr. Welker brought up the question of fences not being addressed as structures. He asked the other Commissioners what their thoughts were. He said he would like it included in the authority of Staff or designee to consider. After discussion it was decided to copy 16-4-1: D.5. on page 2 to 16-4-6: 2.c. creating a number 11 on page 6 of the amendments. Number 11 will read: "Prevent or regulate the construction of flood barriers, including fences, which will unnaturally divert flood waters or which may increase flood hazards to other lands.

The Commission requested 16-4-8: D.4.d. be removed in its entirety. It has nothing to do with the floodplain.

Mr. King had a question regarding the paragraph stating manufactured homes need to be placed on a permanent foundation as a result of a flood. Director White stated Englewood's

current manufactured home parks are not in the floodplain zones stated in the amendments so the section does not apply.

Welker moved:

Krieger seconded: TO CLOSE THE PUBLIC HEARING

AYES: Bleile, Roth, Welker, Knoth, Brick, Calonder, King, Krieger
NAYS: None
ABSTAIN: None
ABSENT: Fish

Motion carried.



After discussion the Commissioners made the following motion:

Bleile moved:

Welker seconded: CASE #2010-05, AMENDMENTS TO TITLE 16: UNIFIED DEVELOPMENT CODE OF THE ENGLEWOOD MUNICIPAL CODE, RELATED TO THE REPEAL IN ITS ENTIRETY OF 16-4: FLOODPLAIN OVERLAY DISTRICT AND THE ENACTMENT OF 16-4: FLOODPLAIN REGULATIONS IN ITS PLACE, BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION FOR ADOPTION WITH THE FOLLOWING CHANGES:

1. Remove 16-4-7: B.2.c. in its entirety.
2. Copy 16-4-1: D.5. to 16-4-6: B.2.c. creating number 11 and include the words "including fences" after the word barriers .
3. Remove in its entirety 16-4-8: D.4.d.; as it has nothing to do with the floodplain.



AYES: Bleile, Roth, Welker, Knoth, Brick, Calonder, King, Krieger
NAYS: None
ABSTAIN: None
ABSENT: Fish

Mr. Brick voted yes because he believes it minimizes the losses to public and private entities due to flood conditions; it is in the best interest of the general welfare of the public.

Ms. Krieger voted yes for the same reasons as Mr. Brick and also because she believes it is important to work in the best interest of Englewood's citizens as far as helping them out with their financial issues concerning flood insurance and also meeting government regulations.

Motion carried.

IV. PUBLIC FORUM



There was no public present.

V. DIRECTOR'S CHOICE



Director White had nothing further to report.

VI. STAFF'S CHOICE



Director White provided an update on future meetings:

September 21 st :	Study Session: Medical Marijuana Amendments
October 5 th :	Public Hearing: Medical District Small Area Plan Amendments

VII. ATTORNEY'S CHOICE



Ms. Reid was not present.

VIII. COMMISSIONER'S CHOICE



The Commissioners had nothing further to report.

The meeting adjourned at 7:45 p.m.

Barbara Krecklow, Recording Secretary

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION

IN THE MATTER OF CASE #2010-05,)	
FINDINGS OF FACT, CONCLUSIONS)	
AND RECOMMENDATIONS RELATING)	
TO THE UNIFIED DEVELOPMENT CODE)	FINDINGS OF FACT AND
FLOODPLAIN REGULATION AMENDMENTS)	CONCLUSIONS OF THE
)	CITY PLANNING AND
)	ZONING COMMISSION
)	
INITIATED BY:)	
Community Development Department)	
1000 Englewood Parkway)	
Englewood, CO 80110)	

Commission Members Present: Bleile, Krieger, Calonder, Brick, King, Knoth, Roth, Welker

Commission Members Absent: Fish

This matter was heard before the City Planning and Zoning Commission on September 8, 2010 in the City Council Chambers of the Englewood Civic Center.

Testimony was received from staff. The Commission received notice of Public Hearing, the Staff Report, and a copy of the proposed amendments to Title 16 Unified Development Code which were incorporated into and made a part of the record of the Public Hearing.

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

FINDINGS OF FACT

1. **THAT** the Public Hearing on the Unified Development Code Floodplain Regulation Amendments were brought before the Planning Commission by the Department of Community Development, a department of the City of Englewood.
2. **THAT** notice of the Public Hearing was published in the *Englewood Herald* on August 20, 2010 and was on the Englewood website from August 12, 2010 through September 8, 2010.
3. **THAT** the Staff report was made part of the record.
4. **THAT** the proposed amendments repeal in its entirety *16-4: Flood Plain Overlay District* and replace it with *16-4: Floodplain Regulations*.

5. **THAT** the flood insurance rate maps for this part of Arapahoe County have not been updated since 1995.
6. **THAT** the amendments will allow the City to remain compliant with national Flood Insurance Program requirements.
7. **THAT** the amendments are designed to allow landowners within the floodplain to receive a reduction in their flood insurance premiums.

CONCLUSIONS

1. **THAT** the Public Hearing on the Unified Development Code Floodplain Regulation Amendments was brought before the Planning Commission by the Department of Community Development, a department of the City of Englewood.
2. **THAT** notice of the Public Hearing was published in the *Englewood Herald* on August 20, 2010 and was on the Englewood website from August 12, 2010 through September 8, 2010.
3. **THAT** it is in the best interest of the City to remain compliant with National Flood Insurance Program requirements.
4. **THAT** it is in the best interest of the City and its citizens to continue the City's favorable rating allowing landowners within the floodplain to receive a reduction in their flood insurance premiums.
5. **THAT** the previously discussed amendments, with changes, be forwarded to City Council.

DECISION

THEREFORE, it is the decision of the City Planning and Zoning Commission that Case #2010-05 Unified Development Code Floodplain Regulation Amendments should be referred to the City Council with a favorable recommendation.

The decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on September 8, 2010, by Mr. Bleile, seconded by Mr. Welker, which motion states:

CASE#2010-05. AMENDMENTS TO TITLE 16: UNIFIED DEVELOPMENT CODE OF THE ENGLEWOOD MUNICIPAL CODE RELATED TO THE REPEAL IN ITS ENTIRETY OF 16-4 FLOOD PLAIN OVERLAY DISTRICT AND THE ENACTMENT OF 16-4: FLOODPLAIN REGULATIONS IN ITS PLACE BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL

WITH A FAVORABLE RECOMMENDATION FOR ADOPTION WITH THE FOLLOWING CHANGES:

1. Remove 16-4-7: B.2.c. in its entirety.
2. Copy 16-4-1: D.5. to 16-4-6: B.2.c. creating number 11 and include the words "including fences" after the word barriers.
3. Remove in its entirety 16-4-8: D.4.d.; as it has nothing to do with the floodplain.

AYES: Bleile, Brick, Knoth, Roth, Welker, King, Calonder, Krieger

NAYS: None

ABSTAIN: None

ABSENT: Fish

Motion carried.

These Findings and Conclusions are effective as of the meeting on September 8, 2010.

BY ORDER OF THE CITY PLANNING & ZONING COMMISSION



Chad Knoth, Chair

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2010

COUNCIL BILL NO. 34
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE REPEALING TITLE 16, CHAPTER 4, "FLOODPLAIN OVERLAY DISTRICT" AND RE-ENACTING A NEW TITLE 16, CHAPTER 4, "FLOODPLAIN REGULATIONS"; AND AMENDING TITLE 16, CHAPTER 11, SECTION 2, "DEFINITION OF WORDS AND PHRASES", OF THE ENGLEWOOD MUNICIPAL CODE 2000.

WHEREAS, The Federal Emergency Management Agency (FEMA) maps special flood hazard areas across the county which are called Flood Insurance Rate Maps (FIRM) are the official maps designating risk premium zones for flood insurance purposes; and

WHEREAS, the last major revision to FIRM maps for the City of Englewood was in 1995. More than two years ago the Colorado Water Conservation Board (CWCB), in partnership with FEMA, began a project to update and digitize all FIRMs for Arapahoe County. The project is now complete; and

WHEREAS, The City participates in the National Flood Insurance Program which evaluates the City's flood mitigation policies and regulations and the City's favorable rating allows citizens with property within the floodplain to receive approximately a ten percent (10%) reduction in flood insurance premiums; and

WHEREAS, with the adoption of new FIRM maps, FEMA is requiring updates to the Unified Development Code's floodplain regulations in order for the City to remain in the National Flood Insurance Program and provide the discounted premium option for residents;

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 repealing Title 16, Chapter 4, of the Englewood Municipal Code 2000 in its entirety and re-enacting a new Title 16, Chapter 4, to read as follows:

Chapter 4 FLOODPLAIN REGULATIONS

16-4-1: Authority and Purpose.

A. Statutory Authority. The legislature of the State has in 31-23-301 C.R.S., as amended, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry by minimizing flood losses.

B. Findings of Fact.

1. The flood hazard areas of the City are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and

governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

2. These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards that cause an increase in flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and which are inadequately anchored, elevated, floodproofed or otherwise protected from flood damage.

C. Purpose. It is the purpose of this Chapter to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions to specific areas by provisions designed to:

1. Protect human life and health;
2. Protect property and minimize damage to public facilities;
3. Minimize expenditure of public money for costly flood control projects;
4. Protect the natural areas required to convey flood flows so that they develop in a manner consistent with reasonable floodplain management;
5. Protect and preserve the water-carrying characteristics and capacities of all watercourses, including gulches, sloughs, and artificial water channels used for the conveyance of storm and floodwater;
6. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
7. Minimize prolonged business interruptions;
8. Help maintain a stable tax base by providing for the sound use and development of flood prone areas to minimize future flood blight areas; and
9. Insure that potential buyers are notified that property is in a flood hazard area.

D. Methods of Reducing Flood Losses. In order to accomplish its purposes, this Chapter uses the following methods:

1. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
4. Control filling, grading, dredging and other development which may increase flood damage; and

5. Prevent or regulate the construction of flood barriers, including fences, which will unnaturally divert flood waters or which may increase flood hazards to other lands.

16-4-2: Jurisdiction and Applicability.

A. Applicability. The provisions of this Chapter shall apply to all land within the City identified as the Floodplain District and defined as:

1. The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "Flood Insurance Study - Arapahoe County, Colorado, and Incorporated Areas" dated December 17, 2010, with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) and any revisions thereto, and
2. The boundaries of the West Harvard Gulch Flood Hazard Area as shown on Sheets 13 and 14 in a report entitled "Flood Hazard Area Delineation, Harvard Gulch, West Harvard Gulch, and Dry Gulch" dated December 1979, prepared by Gingery Associates, Inc., and approved by the Colorado Water Conservation Board on January 30, 1980.

The above Official Flood Studies are hereby adopted by reference and declared to be a part of this Title.

A. Basis for Establishing the Areas of Special Flood Hazard. The City hereby establishes floodplains and floodways whose boundaries are those of the designated 100-year floodplain, special flood hazard areas and the designated floodways as are shown or tabulated in the Official Flood Studies.

B. Compliance. No structure or land located in the Floodplain District shall hereafter be constructed, located, extended, converted, altered or have its use changed without full compliance with the terms of this Chapter and all other applicable regulations.

1. Floodplain Development Permit. A Floodplain Development Permit shall be required prior to commencement of any construction or other development.

2. Certificate of Compliance.

- a. No vacant land shall be occupied or used and no building shall be hereafter erected, altered, or moved on the floodplains of any watercourse, nor shall such buildings be occupied, until a certificate of compliance has been issued by the Floodplain Administrator.

- b. The applicant shall submit a certification by a registered professional engineer to the Floodplain Administrator that the finished fill and building floor elevations, floodproofing measures, or other protection factors were accomplished in compliance with the provisions of this Chapter. This certification shall also state whether or not the structure contains a basement. Within ten (10) days after receipt of such certification from the applicant, the Floodplain Administrator shall issue a certificate of compliance only if the building or premises and the proposed use thereof, conform with all of the requirements of this Chapter.

C. *Abrogation and Greater Restrictions.* The regulations of this Chapter shall be construed as being supplementary to the regulations imposed on the same lands by the underlying zone classification. This Chapter is not intended to repeal, abrogate, or impair any existing easement, covenants, or deed restrictions. However, where this Chapter and other ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall apply.

D. *Interpretation.* In their interpretation and application, the provisions of this Chapter shall be held to be minimum requirements, shall be liberally construed in favor of the City, and shall be deemed neither to limit nor repeal any other powers granted under State statutes.

E. *Warning and Disclaimer of Liability.* The degree of flood protection intended to be provided by this Chapter is considered reasonable for regulatory purposes and is based on engineering and scientific considerations. Larger floods may occur on occasions, or the flood height may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This Chapter does not imply that the areas outside the areas of special flood hazards or land uses permitted within such areas will always be free from flooding or flood damages. This Chapter shall not create liability on the part of the City or any officer or employee thereof for any flood damages that result from reliance on this Chapter or any administrative decision lawfully made thereunder.

F. *Severability.* See Section 16-1-10 EMC, "Severability".

16-4-3: Permitted Uses.

The following open uses shall be permitted within the Floodplain District to the extent that they are not prohibited in a particular area by any underlying zone district classification:

- A. *Agricultural uses, such as general farming and the raising of plants, flowers, and nursery stock.*
- B. *Public and private recreational uses such as parks, swimming areas, golf courses, driving ranges, picnic grounds, fishing, and hiking and biking trails not requiring permanent or temporary structures designed for human habitation.*
- C. *Utility facilities such as: flowage areas, transmission lines, pipelines, water monitoring devices, roadways and bridges.*
- D. *All uses allowed by the underlying zone district classification within the Floodplain District shall be permitted as long as the use complies with conditions set forth in Subsection 16-4-7(B) EMC, "Floodplain Development Permit Criteria".*

16-4-4: Similar Uses.

Uses very similar in nature to permitted uses may be allowed by the Floodplain Administrator, provided that they are consistent with the provisions of this Chapter.

16-4-5: Nonconforming Uses.

Existing nonconforming uses in the Floodplain District may be modified, altered, or repaired to incorporate floodproofing measures; but such nonconforming uses shall not be expanded.

16-4-6: Administration.

A. Floodplain Administrator. The City Manager or designee shall be the Floodplain Administrator and shall enforce the provisions of this Chapter and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to flood management. The Department of Public Works shall provide the Floodplain Administrator with a technical review of all applications to build within the floodplain or a drainage way prior to the issuance of a Floodplain Development Permit.

B. Floodplain Administrator Duties and Responsibilities. The Floodplain Administrator's duties and responsibilities shall include, but not be limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of this Chapter. For all new or substantially improved structures the Floodplain Administrator shall maintain the following information:
 - a. The actual elevation (in relation to mean sea level) of the lowest floor (including basement).
 - b. The actual elevation (in relation to mean sea level) to which the structure has been floodproofed.
 - c. The floodproofing certifications required in Subsection 16-4-11(B) EMC "Minimum Floodproofing Criteria".
2. Review all applications within ten (10) working days for Floodplain Development Permits required by this Chapter. Such review shall:
 - a. Determine whether such construction or development is located within the Floodplain District.
 - b. Assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
 - c. Consider the following:
 - 1) The danger that materials may be swept onto other lands to the injury of others.
 - 2) The danger to life and property due to flooding or erosion damage.

- 3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - 4) The importance of the services provided by the proposed facility to the community.
 - 5) The availability of alternative locations for the proposed use that is not subject to flooding or erosion damage.
 - 6) The compatibility of the proposed use with existing and anticipated development.
 - 7) The relationship of the proposed use to the Comprehensive Plan.
 - 8) The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - 9) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
 - 10) The costs of providing governmental services during and after flood such as sewer, gas, electrical, and water systems, and streets and bridges.
 - 11) Flood barriers, including fences, which will unnaturally divert flood waters or which may increase flood hazards to other lands.
3. Review all Building Permit applications for construction or development in the Floodplain District within ten (10) working days. Approval of a building permit shall be deemed to neither limit nor repeal any other powers granted under State Statutes. Applications for building permits shall be reviewed on a case-by-case basis to:
- a. Determine if the proposed development is located in the Floodplain District.
 - b. Assure the building site will be reasonably safe from flooding.
 - c. Assure all necessary permits have been obtained from the Federal, State, or local governmental agencies from which prior approval is required.
 - d. Assure all new construction and substantial repairs, improvements, or alterations shall be made in accordance with the minimum floodproofing criteria specified in Section 16-4-11 EMC, or elevation criteria in Subsection 16-4-7(B)(2) EMC.
4. Interpret, where needed, the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). Any person contesting the location of the boundary shall be given a reasonable opportunity to present a case to the Floodplain Administrator and to submit supporting technical evidence. The decision of the Floodplain Administrator may be appealed as provided in Section 16-4-14 EMC, "Floodplain Appeals and Variances."

5. When base flood elevation data has not been provided in accordance with Section 16-4-8 EMC, "Floodplain District Regulations" the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer this Chapter.
6. Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is Colorado Water Conservation Board, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
7. When a regulatory floodway has not been designated, the Floodplain Administrator shall require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the City's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot (1) at any point within the City.
8. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, the Floodplain Administrator may approve certain development in Zones A1-30, AE, AH, on the FIRM which increases the water surface elevation of the base flood by more than one foot (1), provided that the City first applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision).

16-4-7: Floodplain Development Permit.

A. Floodplain Development Permit Process.

1. Application. A Floodplain Development Permit shall be obtained before a building permit may be issued or construction or development begins on lands within the Floodplain District as identified in Subsection 16-4-2(A) EMC above. Application for a Floodplain Development Permit shall be made on forms provided by the City and may include, but is not limited to: Plans in duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:
 - a. Elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures;
 - b. Elevation (in relation to mean sea level) to which any nonresidential structure shall be floodproofed;
 - c. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 16-4-11 EMC, "Minimum Floodproofing Criteria"; and
 - d. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.

2. Decision of Floodplain Administrator to be Based on Certain Factors. The determination of the Floodplain Administrator on each Development Permit shall be based on applicable provisions of this Chapter and the following relevant factors:
 - a. The danger to life and property due to flooding or erosion damage;
 - b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - c. The danger that materials may be swept onto other lands to the injury of others;
 - d. The compatibility of the proposed use with existing and anticipated development;
 - e. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - g. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
 - h. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; and
 - i. The relationship of the proposed use to *Roadmap Englewood: 2003 Englewood Comprehensive Plan*, as amended.
3. Floodplain Administrator Decisions on Permits for Public Facilities or Utility Development in a Floodway. Subject to Section 16-4-10 EMC, "Development in Floodways," the Floodplain Administrator shall act on an application for public facilities or utility development in a floodway within thirty (30) days from receiving the application.
4. Conditions Attached to Development Permits. Upon consideration of the factors listed above and the purposes of this Chapter, the Floodplain Administrator shall attach such conditions, in addition to those required by the Floodplain Development Permit, as are necessary to further the purposes of this Chapter. Such conditions may include specifications for, without limitation because of, specific enumeration, modification of waste disposal methods and facilities, landscaping, period of operation, operational controls, sureties, deed restriction, and adequate floodproofing.

B. Floodplain Development Permit Criteria.

1. Structures Accessory to Open Uses. Structures accessory to open uses permitted in Section 16-4-3 EMC, "Permitted Uses," whether temporary or permanent, may be permitted only upon a determination by the Floodplain Administrator that:
 - a. Structures will not be designed for human habitation.

- b. Structures will have low flood damage potential.
- c. The structure or structures, if permitted, will be constructed and placed on the building site so as to offer the minimum obstruction to the flow of floodwaters.
 - 1) Whenever possible, structures will be constructed with the longitudinal axis parallel to the direction of flow of floodwaters.
 - 2) So far as is practicable, structures will be placed so that their longitudinal axis are approximately on the same line as those of adjoining structures.
 - 3) Structures will be firmly anchored to prevent the structure or building from floating away and thus threatening to further restrict bridge openings and other restricted sections of the stream or river.
 - 4) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
 - 5) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
 - 6) All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- 2. Other Structures, Temporary or Permanent, to be Occupied by People. Other structures, whether temporary or permanent, which are to be occupied by people, may be permitted only upon a finding by the Floodplain Administrator that:
 - a. Such structures shall comply with Section 16-4-7 EMC, "Floodplain Development Permit Process;" and Section 16-4-11 EMC, "Minimum Floodproofing Criteria."
 - b. The lowest floor, including the basement, of any structure to be erected, constructed, reconstructed, or moved on or within the Floodplain District, shall be constructed at or above a point one foot (1) above the 100-year flood elevation for the particular area and the fill shall extend at such elevation at least fifteen feet (15') beyond the limits of any structure or building erected thereon.
 - c. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure and to withstand hydrodynamic loads.
- 3. Fills or Deposition of Materials. Fills or deposition of materials may be permitted only upon a finding by the Floodplain Administrator that:
 - a. Any fill or deposition of materials will comply with applicable sections of Chapter 16-6 EMC, "Development Standards."

- b. The fill or deposition of materials will have some beneficial purpose and the amount thereof will not be greater than is necessary to achieve that purpose, as demonstrated by a plan submitted by the owner showing the final dimensions of the proposed fill or other material and the use to which the filled land will be put.
 - c. The fill or deposition of materials does not encroach on that portion of the floodplain, which would have significant and perceptible flow during the flood, and which for that reason would help convey the floodwaters.
 - d. The fill or other materials will be protected against erosion by riprap, strong vegetative cover, or bulkheading.
4. Storage or Processing of Materials. The storage or processing of materials that are buoyant, flammable, explosive, or in time of flooding, could be injurious to human, animal or plant life, shall be above the flood protection elevation for the particular area or floodproofed in compliance with Section 16-4-11 EMC, "Minimum Floodproofing Criteria." Solid waste disposal facilities, such as salvage yards or areas for the dumping of refuse or the storage of non-operable vehicles, shall not be permitted.

16-4-8: Floodplain Regulations.

The following regulations shall apply to all uses within the Floodplain District, notwithstanding that such uses may be specifically permitted under the terms of this Chapter.

- A. The flood protection elevation or height shall correspond to a point one foot (1) above the elevation or "flood profile" shown on or attached to the FIRM.
- B. No floodplain uses shall adversely affect the efficiency of, or unduly restrict the capacity of any channel, any tributary to any main stream, drainage ditch, or any other drainage facility or systems; nor shall any watercourse be altered or restricted unless the flood-carrying capacity of the watercourse shall be maintained.
- C. General Standards. In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:
 - 1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - 2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
 - 3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
 - 4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
7. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

D. *Specific Standards.* In all areas of special flood hazards where base flood elevation data has been provided as set forth in 16-4-2(B) 16-4-6(B)(5) or 16-4-13(D) of this Chapter, the following provisions are required:

1. Residential Construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Section 16-4-13 EMC, "Subdivision Plats" is satisfied.
2. Nonresidential Construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.
3. Enclosures. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - a. A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - b. The bottom of all openings shall be no higher than one foot (1) above grade.
 - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

4. Manufactured Homes.

- a. Zones A1-30, AH and AE: All manufactured homes, those substantially improved, or those having incurred "substantial damage" as a result of a flood, on sites in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation and is securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

This subsection shall apply in an expansion to an existing manufactured home park or in an existing manufactured home park where the repair, reconstruction, or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement has commenced.

- b. Zones A1-30, AH and AE: Manufactured homes, in an existing manufactured home park, not subject to the provisions of 4.a above shall be elevated so that either:

- 1) The lowest floor of the manufactured home is at or above the base flood elevation, or
- 2) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches (36") in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

- c. Zone A: Manufactured homes shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes shall be elevated and anchored to resist flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces. Any additions to the manufactured home shall be similarly anchored.

5. Recreational Vehicles. Recreational vehicles placed on sites within Zones A1-30, AH, and AE shall either:

- a. Be on the site for fewer than one hundred eighty (180) consecutive days,
- b. Be fully licensed and ready for highway use, or
- c. Meet the permit requirements of Subsection 16-4-7(B) above and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this Subsection. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

E. Standards for Areas of Shallow Flooding (AO/AH Zones). Located within the areas of special flood hazard established in Subsection 16-4-2(A) EMC are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet (1-3) where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. Residential structures: All new construction and substantial improvements shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet (2) if no depth number is specified).
2. Non-residential structures: All new construction and substantial improvements shall:
 - a. Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet (2) if no depth number is specified), or;
 - b. Together with attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
3. A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Subsection are satisfied.
4. Within Zones AH or AO adequate drainage paths around structures on slopes shall be required to guide flood waters around and away from proposed structures.

16-4-9: Undesignated Floodways.

Until a regulatory floodway is designated, it must be demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot (1) at any point within the City, before any new construction, substantial improvements or other development, including fill, is permitted within Zones A1-30 and A-AE as shown on the FIRM.

16-4-10: Development in Floodways.

Located within areas of special flood hazard established in Subsection 16-4-2.A EMC, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris, potential projectiles, and erosion potential, the following provisions shall apply to public facilities or utilities only:

- A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless it has been demonstrated through hydrologic and hydraulic analyses performed by a registered professional engineer in accordance with standard engineering practice that the proposed encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

B. If subsection A, above, is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this Section.

1. The Floodplain Administrator shall act on an application in the manner above described within thirty (30) days from receiving the application.

16-4-11: Minimum Floodproofing Criteria.

A. All new construction and substantial improvements of nonresidential structures within zones A-AE on the FIRM that do not have the lowest floor, including basement, elevated to or above the base flood level shall be floodproofed. All floodproofed structures, together with attendant utility and sanitary facilities, shall be so designed that below the base flood level, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. The Floodplain Administrator shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the flood protection elevation for the particular area.

B. Floodproofing measures include the following:

1. Anchorage to resist flotation and lateral movement.
2. Installation of watertight doors, bulkheads and shutters.
3. Reinforcement of walls to resist water pressures.
4. Use of waterproof paints, membranes, or mortars to reduce seepage of water through walls.
5. Addition of mass or weight to structures to resist flotation.
6. Installation of pumps to lower water levels in structures.
7. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
8. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into the floodwaters.
9. Pumping facilities for subsurface drainage systems for buildings to relieve external foundation wall and basement floor pressures.
10. Construction to resist rupture or collapse caused by water pressure or floating debris.
11. Cutoff valves on sewer lines or the elimination of gravity flow basement drains.
12. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

- C. Where a nonresidential structure is intended to be made watertight below the base flood level.
 - 1. A registered professional engineer shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions of Section 16-4-7 EMC, "Floodplain Development Permit."

16-4-12: Floodplain District Amendments.

The boundaries of the Floodplain District shall be subject to periodic review and shall be amended in the manner provided by law, to conform to any revised, corrected or additional hydrological data available from Federal, State or regional agencies or from a consulting engineer retained by the City.

16-4-13: Subdivision Plats.

- A. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be designed to minimize flood damage.
- B. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- C. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood damage.
- D. Base flood elevation data shall be provided for subdivision proposals and other proposed developments including the placement of manufactured home parks and subdivisions that contain at least fifty (50) lots or five (5) acres, whichever is less.

16-4-14: Floodplain Appeals and Variances.

- A. General. The Planning Commission shall hear and decide appeals and requests for variances from the requirements of this Chapter.
 - 1. Appeals and floodplain variance requests shall be processed pursuant to the general zoning appeals and variances requirements of 16-2-18 EMC, "Appeals" and 16-2-16 EMC, "Variances", respectively.
 - 2. Those aggrieved by the final decision of the Commission may appeal such decision by appropriate legal action to a court of record having jurisdiction. Such appeal shall be filed no more than thirty (30) days from the date of the Commission's final decision.
- B. Appeals. The Commission shall hear and decide appeals only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this Chapter.

C. Variances.

1. Any applicant to whom a variance is granted to build the lowest floor elevation below the base flood elevation shall be given written notice that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
2. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this Section.
3. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant items 1 - 10 in Subsection 16-4-6(B)(2)(c) of this Chapter have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
4. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
5. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
6. In passing upon a Floodplain Variance application, the Commission shall consider all technical evaluations, all relevant factors, and standards specified in other sections of this Title.
7. Criteria for Considering a Floodplain Variance. The Commission shall grant a Floodplain Variance only upon a showing of good and sufficient cause and determination that:
 - a. The variance is the minimum necessary, considering the flood hazard, to afford relief;
 - b. Failure to grant the Floodplain Variance would result in exceptional hardship to the applicant; and
 - c. The granting of a Floodplain Variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws.

Upon consideration of the above and the intent of this Chapter, the Commission may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Chapter.

16-4-15: Enforcement.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without being in full compliance with the terms of this Chapter and other applicable regulations. Enforcement of the provisions of this Chapter shall be pursuant to Section 16-10 EMC, "Enforcement and Penalties".

16-4-16: Floodplain Definitions.

The following definitions pertain specifically to Section 16-4 EMC, "Floodplain Regulations" and are intended to be used only in the regulation of special flood hazard areas as identified in this Chapter. For the purposes of floodplain regulation, these definitions supersede the same terms as defined in 16-11-2:EMC Definition of Word, Term, and Phrases of this Title.

Area of Shallow Flooding: A designated AO, AH, or VO zone on the City's Flood Insurance Rate Map (FIRM) with a one percent (1%) chance or greater annual chance of flooding to an average depth of one to three feet (1-3) where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard: The land in the floodplain within the City of Englewood subject to a one percent (1%) or greater chance of flooding in any given year.

Base Flood: A flood having a one percent (1%) chance of being equaled or exceeded in any given year.

Basement: Any area of a building having its floor sub-grade (below ground level) on all sides.

Development: Any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated Building: For insurance purposes, a nonbasement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing Construction: For the purposes of determining flood insurance rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Expansion to an Existing Manufactured Home Park or Subdivision: The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood (or Flooding): A general and temporary condition of partial or complete inundation of normally dry land areas from:

- (A) The overflow of inland or tidal waters, and/or

(B) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Damage Potential: The susceptibility of a specific land use at a particular location to damage by flooding, and the potential of the specific land use to increase off-site flooding or flood related damages.

Flood Fringe Area: That portion of the flood hazard area outside of the floodway based on the total area inundated during the regulatory base flood plus twenty-five percent (25%) of the regulatory base flood discharge.

Flood Hazard Area: The floodplain consisting of the floodway and the flood fringe area.

Flood Insurance Rate Map (FIRM): The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the City of Englewood.

Flood Insurance Study: The official report provided by the Federal Insurance Administration that includes flood profiles, the flood boundary-floodway map, and the water surface elevation of the base flood.

Flood Profile: A graph or longitudinal profile showing the relationship of the water surface elevation of a flood event to location along a stream or river.

Flood Protection Elevation: An elevation one foot (1) above the elevation of "flood profile" of the 100-year flood under existing channel and floodplain conditions. It is one foot (1) above the elevation of the flood for the Floodplain District as shown on the Official Zoning Map in the office of the Community Development Department.

Floodplain: The relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water which has been or may be covered temporarily by floodwater. For administrative purposes, the floodplain may be defined as the area that would be inundated by the "standard project flood" (Corps of Engineers) or the "maximum probable flood".

Floodplain District: That portion of the floodplain subject to inundation by the 100-year flood. Its width is determined by the 100-year flood. Its length or reach is determined by natural bounds such as a lake, or by political or legal bounds. This equals the intermediate regional flood as defined by the Corps of Engineers.

Floodplain Management: The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain regulations.

Floodprone Area: Any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodproofing: Any combination of structural and nonstructural additions, changes, or adjustments to structures, primarily for the reduction or elimination of flood damage to lands, water, and sanitary facilities, structures, and their contents.

Floodway: The channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1).

Highest Adjacent Grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure: Any structure that is:

- (A) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (B) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (C) Individually listed on a State inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- (D) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - (1) By an approved state program as determined by the Secretary of the Interior; or
 - (2) Directly by the Secretary of the Interior in states without approved programs.

Lowest Floor: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured Home: A structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured Home Park or Subdivision: A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Manufactured Home Park or Subdivision, Existing: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain regulations adopted by the City.

Manufactured Home Park or Subdivision, New: Means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Mean Sea Level: For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1988 or other datum, to which base flood elevations shown on the City's Flood Insurance Rate Map are referenced.

National Flood Insurance Program (NFIP): A Federal program that authorizes the sale of federally subsidized flood insurance in participating communities.

Natural Drainage: The pattern of surface and storm water drainage from a particular site before the construction or installation of improvements or prior to any regrading.

New Construction: For the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain regulation adopted by the City and includes any subsequent improvements to such structures.

Recreational Vehicle: A vehicle which is:

- (A) Built on a single chassis;
- (B) 400 square feet or less when measured at the largest horizontal projections;
- (C) Designed to be self-propelled or permanently towable by a light duty truck; and
- (D) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Start of Construction: Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure: A walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Substantial Damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent (50%) of the market value of the structure before the damage occurred.

Substantial Improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent (50%) of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- (A) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions, or
- (B) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Violation: The failure of a structure or other development to be fully compliant with the City's floodplain regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in NFIP Standards Sections 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5), as amended, is presumed to be in violation until such time as that documentation is provided.

Water Surface Elevation: The height, in relation to the National American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplain.

Watercourse: A channel, natural depression, slough, artificial channel, gulch, arroyo, stream, creek, pond, reservoir, or lake in which storm runoff and floodwater flows either regularly or infrequently. This includes major drainageways for carrying urban storm runoff.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 11, Section 2 - "Definition of Words, Terms, and Phrases" of the Englewood Municipal Code 2000 by inserting in alphabetical order; the following definitions:

[Editor's note: these definitions are inserted or deleted from this section in alphabetical order, the remaining definitions in this section are not affected and are not included.]

16-11-2: Definition of Words, Terms, and Phrases.

~~Area of Special Flood Hazard: The land in the floodplain within the City of Englewood that is subject to a one percent (1%) or greater chance of flooding in any given year.~~

~~Base Flood Level: See definition of "Flood, Regulatory Base".~~

Basement: An area below the first floor, having part, but no more than one-half (1/2) of its height above grade, and with a floor to ceiling height of not less than seven feet (7'). This term shall not include "garden level".

Basement (for floodplain purposes): See 16-4-11 EMC: Floodplain Definitions.

~~Critical Feature: An integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.~~

~~Development: Any man-made change to improved or unimproved real estate, including the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any mining, excavation, landfill, or land disturbance; and any use or extension of the use of land.~~

Development (for floodplain purposes): see 16-4-16 EMC: Floodplain Definitions.

Manufactured Home Park or Subdivision, Existing (for floodplain purposes): See 16-4-16EMC: Floodplain Definitions.

~~Expansion to an Existing Manufactured Home Park: The preparation of additional manufactured home spaces or the construction of facilities for servicing the manufactured home space on which the manufactured homes are to be affixed, including the installation of utilities, final site grading or pouring of concrete pads or the construction of streets.~~

~~Flood, Base: The flood having a one percent (1%) chance of being equaled or exceeded in any given year.~~

~~Flood Damage Potential: The susceptibility of a specific land use at a particular location to damage by flooding, and the potential of the specific land use to increase off site flooding or flood related damages.~~

~~Flood, Fringe Area: That portion of the flood hazard area outside of the floodway based on the total area inundated during the regulatory base flood plus twenty five percent (25%) of the regulatory base flood discharge.~~

~~Flood Hazard Area: The floodplain consisting of the floodway and the flood fringe area.~~

~~Flood Hazard Design Elevation: The highest elevation, expressed in feet above sea level, of the level of floodwaters that delineates the flood fringe area.~~

~~Flood Insurance Rate Map (FIRM): The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the City of Englewood.~~

~~Flood Insurance Study: The official report provided by the Federal Insurance Administration that includes flood profiles, the flood boundary floodway map, and the water surface elevation of the base flood.~~

~~Flood or Flooding: A general and temporary condition of partial or complete inundation of normally dry land areas from:~~

~~(A) — The overflow of inland or tidal waters, and/or~~

~~(B) — The unusual and rapid accumulation or runoff of surface waters from any source.~~

~~Floodplain: The relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water which has been or may be covered temporarily by floodwater. For~~

administrative purposes, the floodplain may be defined as the area that would be inundated by the "standard project flood" (Corps of Engineers) or the "maximum probable flood".

Floodplain District: That portion of the floodplain subject to inundation by the 100-year flood. Its width is determined by the 100-year flood. Its length or reach is determined by natural bounds such as a lake, or by political or legal bounds. This equals the intermediate regional flood as defined by the Corps of Engineers.

Flood Profile: A graph or longitudinal profile showing the relationship of the water surface elevation of a flood event to location along a stream or river.

Flood Protection Elevation: An elevation one (1) foot above the elevation of "flood profile" of the 100-year flood under existing channel and floodplain conditions. It is one (1) foot above the elevation of the flood for the Floodplain District as shown on the Official Zoning Map in the office of the Community Development Department.

Flood, Regulatory Base: A flood having a one percent (1%) chance of being equaled or exceeded in any given year.

Flood Stage: The height or elevation of a flood as referred to some datum. It is also commonly used to refer to the elevation at which a stream will overtop its normal stage banks.

Floodproofing: Any combination of structural and nonstructural additions, changes, or adjustments to properties and structures, primarily for the reduction or elimination of flood damage to lands, water, and sanitary facilities, structures, and contents of buildings.

Floodway: The channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Historic Building: A building or structure designated by Council, that is worthy of rehabilitation, restoration, and preservation because of its cultural, architectural and/or historical significance to the City.

Historic Structure (for Floodplain purposes): See 16-4-16 EMC: Floodplain Definitions.

Lowest Floor: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Title.

Manufactured Home (for floodplain purposes): See 16-4-16 EMC: Floodplain Definitions.

Manufactured Home Park or Subdivision, Existing: (for Floodplain purposes): See 16-4-16 EMC: Floodplain Definitions.

Mean Sea Level: For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

~~*National Flood Insurance Program:* A Federal program that authorizes the sale of federally subsidized flood insurance in communities where such flood insurance is not available privately.~~

~~*Natural Drainage Flow:* The pattern of surface and storm water drainage from a particular site before the construction or installation of improvements or prior to any regrading.~~

New Construction: Structures for which the "start of construction" commenced on or after the effective date of this Title.

New Construction (for floodplain purposes): See 16-4-1 EMC: Floodplain Definitions.

Recreational Vehicle: A vehicular-type, portable structure without permanent foundation, which can be towed, hauled or driven and primarily designed as temporary living accommodation for recreational, camping and travel use and including, but not limited to, travel trailers, truck campers, camping trailers, and self-propelled motor homes.

Recreational Vehicle (for floodplain purposes): See 16-4-16 EMC: Floodplain Definitions.

Structure: Anything constructed or erected that requires location upon or under the ground or attached to something having location upon or under the ground.

Structure (for floodplain purposes): See 16-4-16 EMC: Floodplain Definitions.

Substantial Damage (for floodplain purposes): See 16-4-16 EMC: Floodplain Definitions.

Substantial Improvement (for floodplain purposes): See 16-4-16 EMC: Floodplain Definitions.

~~*Thalweg:* The line of the fastest flow along the course of a river. This usually crosses and recrosses the stream channel.~~

Violation: Generally, the failure of a land use, building, structure, or other development to be fully compliant with this Title's requirements.

~~Specifically, for purposes of Chapter 16-4 EMC (Floodplain Overlay District), "violation" means the failure of a land use, building, structure, or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in NFIP Standards Sections 60.3(b)(5), (e)(4), (e)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.~~

Violation (for floodplain purposes): See 16-4-16 EMC: Floodplain Definitions.

~~*Water Surface Elevation:* The height, in relation to the National Geodetic Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.~~

~~*Watercourse:* A channel, natural depression, slough, artificial channel, gulch, arroyo, stream, creek, pond, reservoir, or lake in which storm runoff and floodwater flows either regularly or infrequently. This includes major drainageways for carrying urban storm runoff.~~

Section 3. Attached hereto and incorporated herein by reference are:

1. Flood Insurance Study – Arapahoe County, Colorado, and Incorporated Areas Volumes 1-4.
2. Flood Insurance Rate Maps (FIRM) Index Sheets 1 and 2.
3. Flood Insurance Rate Maps (FIRM) Panels 0142K, 0143K, 0144K, 0161K, 0163K, 0164K, 0431K, 0432K, and 0451K.

Section 4. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 5. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 6. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 7. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

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

Introduced, read in full, and passed on first reading on the 4th day of October, 2010.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 8th day of October, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 6th day of October, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 4th day of October, 2010.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: October 4, 2010	Agenda Item: 11 a iii	Subject: Bill for an Ordinance Adopting the Budget for Fiscal Year 2011
Initiated By: Finance and Administrative Services Department		Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council and staff began the 2011 budget process at the April 19, 2010 study session. Council and staff met again at the August 2, August 16, and August 30, 2010 study sessions. Staff provided Council with an update on final changes to the budget on September 6, 2010 prior to printing the proposed budget. City Council received the 2011 Proposed Budget on September 13, 2010. A public hearing regarding the proposed 2011 Budget was held on September 20, 2010. The operating budgets and Multiple Year Capital Plan for all City departments and funds was reviewed at the Budget Retreat held September 25, 2010.

RECOMMENDED ACTION

Staff recommends Council approve the proposed bill for an ordinance adopting the City of Englewood's 2011 Budget.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Charter of the City of Englewood requires the City Council to adopt next year's Budget and Appropriation Ordinances no later than thirty days prior to the first day of the next fiscal year to insure there is legal authority to expend funds.

City staff and Council worked together to identify fund transfers, expenditure cuts, freezing and/or delay hiring vacant positions, and eliminating some vacant positions during the various budget meetings and at the September 25, 2010 Budget Retreat. Total ending 2011 reserves are estimated at \$7,632,350 and the unreserved/undesignated fund balance is estimated at just over nine percent.

FINANCIAL IMPACT

The General Fund is budgeting total sources of funds of \$39,943,309 and total uses of funds of \$40,441,773 leaving a total reserve of \$7,632,350 and an unreserved/undesignated fund balance just over nine percent. The total General Fund appropriation is \$40,441,773 for 2011.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

Total Revenues	\$ 37,424,105
Other Financing Sources	<u>2,519,204</u>
Total Sources of Funds	\$ 39,943,309

	<u>Expenditures</u>
Legislation	346,120
City Manager's Office	664,732
City Attorney's Office	762,518
Municipal Court	999,105
Human Resources	481,102
Finance and Administrative Services	1,550,906
Information Technology	1,338,543
Community Development	1,344,556
Public Works	5,498,891
Police	10,587,026
Fire	7,465,775
Library Services	1,256,520
Parks and Recreation Services	5,969,515
Contingencies	90,000
Debt Service	<u>2,075,204</u>
Total Uses of Funds	\$ 40,430,513
 Total Fund Balance, December 31, 2011	 \$ 7,670,310

Section 3. SPECIAL REVENUE FUNDS

<u>Conservation Trust Fund</u>	
Fund Balance, January 1, 2011	\$ 276,856
Revenues	\$ 327,000
 Expenditures	 \$ 484,000
Fund Balance, December 31, 2011	\$ 119,856
 <u>Community Development Fund</u>	
Fund Balance, January 1, 2011	\$ -0-
Revenues	\$ 290,000
 Expenditures	 \$ 290,000
Fund Balance, December 31, 2011	\$ -0-

Donors Fund

Fund Balance, January 1, 2011	\$	71,633
Revenues	\$	89,000
Expenditures	\$	131,200
Fund Balance, December 31, 2011	\$	29,433

Malley Center Trust Fund

Fund Balance, January 1, 2011	\$	257,432
Revenues	\$	20,000
Expenditures	\$	50,000
Fund Balance, December 31, 2011	\$	227,432

Parks and Recreation Trust Fund

Fund Balance, January 1, 2011	\$	450,943
Revenues	\$	25,000
Expenditures	\$	30,000
Fund Balance, December 31, 2011	\$	445,943

Open Space Fund

Fund Balance, January 1, 2011	\$	248,345
Revenues	\$	645,000
Expenditures	\$	523,305
Fund Balance, December 31, 2011	\$	370,040

Neighborhood Stabilization Program Fund

Fund Balance, January 1, 2011	\$	-0-
Revenues	\$	2,567,379
Expenditures	\$	2,567,379
Fund Balance, December 31, 2011	\$	-0-

Section 4. DEBT SERVICE FUND

General Obligation Bond Fund

Fund Balance, January 1, 2011	\$	8,670
Revenues	\$	1,094,000
Expenditures	\$	1,089,748
Fund Balance, December 31, 2011	\$	12,922

Section 5. CAPITAL PROJECT FUNDS

Public Improvement Fund

Fund Balance, January 1, 2011	\$ 496,666
Revenues	\$ 1,608,000
Expenditures and Transfers	\$ 2,095,815
Fund Balance, December 31, 2011	\$ 8,851

Capital Projects Fund

Fund Balance, January 1, 2011	\$ 112,366
Revenues and Transfers In	\$ 547,500
Expenditures	\$ 651,039
Fund Balance, December 31, 2011	\$ 8,827

Section 6 ENTERPRISE FUNDS

Water Fund

Fund Balance, January 1, 2011	\$ 5,127,886
Revenues	\$ 8,317,628
Expenditures	\$ 9,283,804
Fund Balance, December 31, 2011	\$ 4,161,710

Sewer Fund

Fund Balance, January 1, 2011	\$ 3,664,959
Revenues	\$ 14,892,073
Expenditures	\$ 17,269,772
Fund Balance, December 31, 2011	\$ 1,287,260

Storm Drainage Fund

Fund Balance, January 1, 2011	\$ 701,887
Revenues	\$ 342,927
Expenditures	\$ 358,981
Fund Balance, December 31, 2011	\$ 685,833

Golf Course Fund

Fund Balance, January 1, 2011	\$ 443,829
Revenues	\$ 2,270,223
Expenditures	\$ 2,256,636
Fund Balance, December 31, 2011	\$ 457,416

Concrete Utility Fund

Fund Balance, January 1, 2011	\$ 260,760
Revenues	\$ 711,200

Expenditures	\$ 695,171
Fund Balance, December 31, 2011	\$ 276,789
 <u>Housing Rehabilitation Fund</u>	
Fund Balance, January 1, 2011	\$ 933,430
Revenues	\$ 1,000,000
Expenditures	\$ 1,000,000
Fund Balance, December 31, 2011	\$ 933,430

Section 7. INTERNAL SERVICE FUNDS

<u>Central Services Fund</u>	
Fund Balance, January 1, 2011	\$ 179,046
Revenues	\$ 358,900
Expenditures and Transfers	\$ 479,767
Fund Balance, December 31, 2011	\$ 58,179
 <u>Servicenter Fund</u>	
Fund Balance, January 1, 2011	\$ 728,847
Revenues	\$ 2,128,371
Expenditures & Transfers	\$ 2,095,308
Fund Balance, December 31, 2011	\$ 761,910
 <u>Capital Equipment Replacement Fund</u>	
Fund Balance, January 1, 2011	\$ 896,357
Revenues	\$ 800,992
Expenditures	\$ 796,232
Fund Balance, December 31, 2011	\$ 901,117
 <u>Risk Management Fund</u>	
Fund Balance, January 1, 2011	\$ 1,011,911
Revenues	\$ 1,445,271
Expenditures and Transfers	\$ 1,855,159
Fund Balance, December 31, 2011	\$ 602,023
 <u>Employee Benefits Fund</u>	
Fund Balance, January 1, 2011	\$ 154,571
Revenues	\$ 5,337,426
Expenditures and Transfers	\$ 5,445,737
Fund Balance, December 31, 2011	\$ 46,260

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

Introduced, read in full, and passed on first reading on the 4th day of October, 2010.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 8th day of October, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 6th day of October, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 4th day of October, 2010.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: October 4, 2010	Agenda Item: 11 a iv	Subject: Bill For An Ordinance Appropriating Funds For Fiscal Year 2011
Initiated By: Finance and Administrative Services Department		Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council and staff began the 2011 budget process at the April 19, 2010 study session. Council and staff met again at the August 2, August 16, and August 30, 2010 study sessions. Staff provided Council with an update on final changes to the budget on September 6, 2010 prior to printing the proposed budget. City Council received the 2011 Proposed Budget on September 13, 2010. A public hearing regarding the proposed 2011 Budget was held on September 20, 2010. The operating budgets and Multiple Year Capital Plan for all City departments and funds was reviewed at the Budget Retreat held September 25, 2010.

RECOMMENDED ACTION

Staff recommends Council approve the proposed bill for an ordinance appropriating funds for the City of Englewood's 2011 Budget.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Charter of the City of Englewood requires the City Council to adopt next year's Budget and Appropriation Ordinances no later than thirty days prior to the first day of the next fiscal year to insure there is legal authority to expend funds.

City staff and Council worked together to identify fund transfers, expenditure cuts, freezing and/or delay hiring vacant positions, and eliminating some vacant positions during the various budget meetings and at the September 25, 2010 Budget Retreat. Total ending 2011 reserves are estimated at \$7,632,350 and the unreserved/undesignated fund balance is estimated at just over nine percent.

FINANCIAL IMPACT

The General Fund is budgeting total sources of funds of \$39,943,309 and total uses of funds of \$40,441,773 leaving a total reserve of \$7,632,350 and an unreserved/ undesignated fund balance just over nine percent. The total General Fund appropriation is \$40,441,773 for 2011.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2010

COUNCIL BILL NO. 36
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROPRIATING MONIES FOR ALL MUNICIPAL PURPOSES IN THE CITY OF ENGLEWOOD, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2011, AND ENDING DECEMBER 31, 2011, CONSTITUTING WHAT IS TERMED THE ANNUAL APPROPRIATION BILL FOR THE FISCAL YEAR 2011.

WHEREAS, a public hearing on the Proposed 2011 Budget was held September 20, 2010; and

WHEREAS, the operating budgets and Multiple Year Capital Plan for all City departments and funds were reviewed at a budget retreat held on September 25, 2010; and

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

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

Section 1. That there be and there hereby is appropriated from the revenue derived from taxation in the City of Englewood, Colorado, from collection of license fees and from all other sources of revenue including available fund balances during the year beginning January 1, 2011, and ending December 31, 2011, the amounts hereinafter set forth for the object and purpose specified and set opposite thereto, specifically as follows:

GENERAL FUND

Legislation	\$	346,120
City Manager's Office		664,732
City Attorney's Office		762,518
Municipal Court		999,105
Human Resources		481,102
Finance and Administrative Services		1,550,906
Information Technology		1,338,543
Community Development		1,344,556
Public Works		5,498,891
Police		10,587,026
Fire		7,465,775
Library Services		1,256,520
Parks and Recreation Services		5,969,515
Contingencies		90,000
Debt Service – Civic Center		1,577,000
Debt Service – Other		<u>498,204</u>

Total General Fund	\$	40,430,513
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CONSERVATION TRUST FUND

Total Conservation Trust Fund	\$	484,000
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COMMUNITY DEVELOPMENT FUND

Total Community Development Fund	\$	290,000
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DONORS FUND

Total Donors Fund	\$	131,200
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MALLEY CENTER TRUST FUND

Total Malley Center Trust Fund	\$	50,000
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PARKS AND RECREATION TRUST FUND

Total Parks and Recreation Trust Fund	\$	30,000
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OPEN SPACE FUND

Total Open Space Fund	\$	523,305
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NEIGHBORHOOD STABILIZATION PROGRAM FUND

Total Neighborhood Stabilization Program Fund	\$	2,567,379
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GENERAL OBLIGATION BOND FUND

Total General Obligation Bond Fund	\$	1,089,748
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PUBLIC IMPROVEMENT FUND

Total Public Improvement Fund	\$	2,095,815
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CAPITAL PROJECTS FUND

Total Capital Projects Fund \$ 651,039

WATER FUND

Total Water Fund \$ 9,283,804

SEWER FUND

Total Sewer Fund \$ 17,269,772

STORM DRAINAGE FUND

Total Storm Drainage Fund \$ 358,981

GOLF COURSE FUND

Total Golf Course Fund \$ 2,256,636

CONCRETE UTILITY FUND

Total Concrete Utility Fund \$ 695,171

HOUSING REHABILITATION FUND

Total Housing Rehabilitation Fund \$ 1,000,000

CENTRAL SERVICES FUND

Total Central Services Fund \$ 479,767

SERVICENTER FUND

Total ServiCenter Fund \$ 2,095,308

CAPITAL EQUIPMENT REPLACEMENT FUND

Total Capital Equipment Replacement Fund \$ 796,232

RISK MANAGEMENT FUND

Total Risk Management Fund \$ 1,855,159

COUNCIL COMMUNICATION

Date: October 4, 2010	Agenda Item: 11 a v	Subject: Bill for an Ordinance Adopting the 2011 Budget for the Littleton/Englewood Wastewater Treatment Plant
Initiated By: Finance and Administrative Services Department		Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council and staff began the 2011 budget process at the April 19, 2010 study session. Council and staff met again at the August 2, August 16, and August 30, 2010 study sessions. Staff provided Council with an update on final changes to the budget on September 6, 2010 prior to printing the proposed budget. City Council received the 2011 Proposed Budget on September 13, 2010. A public hearing regarding the proposed 2010 Budget was held on September 20, 2010. The operating budgets and Multiple Year Capital Plan for all City departments and funds was reviewed at the Budget Retreat held September 25, 2010.

RECOMMENDED ACTION

Staff recommends Council approve the proposed bill for an ordinance adopting the Budget for the Littleton/Englewood Wastewater Treatment Plant for Fiscal Year 2011.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City Council of the City of Englewood acts as administering authority for the Littleton/Englewood Wastewater Treatment Plant, a part of the duties include adopting bills for ordinances for the 2011 Budget and Appropriation Ordinance no later than thirty days prior to the first day of the next fiscal year.

FINANCIAL IMPACT

The 2011 Littleton/Englewood Wastewater Treatment Plant Budget indicates a beginning funds available balance of \$115,674, total sources of funds of \$14,661,114, and total uses of funds at \$14,661,114 leaving the ending funds available balance at \$115,674.

The total appropriation (use of funds) for 2011 is \$14,661,114.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2010

COUNCIL BILL NO. 37
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE ADOPTING THE BUDGET FOR THE LITTLETON/
ENGLEWOOD WASTEWATER TREATMENT PLANT FOR THE FISCAL
YEAR 2011.

WHEREAS, pursuant to the provisions of an agreement between the City of Littleton, Colorado, and the City of Englewood, Colorado, a budget for the fiscal year 2011 was duly approved by the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee and submitted to the City Council; and

WHEREAS, a public hearing on said budget was held by the City Council within three weeks after its submission on September 13, 2010. The hearing was held at the meeting of City Council on September 20, 2010, regular notice of the time and place of said hearing having been published within seven days after the submission of the budget in the manner provided in the Charter for the publication of an ordinance; and

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

WHEREAS, it is the intent of the City Council to adopt the 2011 budget for the Littleton/Englewood Wastewater Treatment Plant as now submitted.

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

Section 1. That the budget of the Littleton/Englewood Wastewater Treatment Plant for the fiscal year 2011, as submitted by the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee and duly considered by the City Council after public hearing, is hereby adopted as the budget for the Littleton/Englewood Wastewater Treatment Plant for the fiscal year 2011, as follows:

Littleton/Englewood Wastewater Treatment Plant

Fund Balance – January 1, 2011	\$	115,674
Revenues		14,661,114
Expenditures		14,661,114
Fund Balance – December 31, 2011		115,674

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

Introduced, read in full, and passed on first reading on the 4th day of October, 2010.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 8th day of October, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 6th day of October, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 4th day of October, 2010.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: October 4, 2010	Agenda Item: 11 a vi	Subject: Bill for an Ordinance Appropriating Funds for the Littleton/Englewood Wastewater Treatment Plant 2011 Budget
Initiated By: Finance and Administrative Services Department		Staff Source: Frank Grylewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council and staff began the 2011 budget process at the April 19, 2010 Study Session. Council and staff met again at the August 2, August 16, and August 30, 2010 Study Sessions. Staff provided Council with an update on final changes to the budget on September 6, 2010 prior to printing the proposed budget. City Council received the 2011 Proposed Budget on September 13, 2010. A public hearing regarding the proposed 2011 Budget was held on September 20, 2010. The operating budgets and Multiple Year Capital Plan for all City departments and funds was reviewed at the Budget Retreat held September 25, 2010.

RECOMMENDED ACTION

Staff recommends Council approve the proposed bill for an ordinance appropriating funds for the Littleton/Englewood Wastewater Treatment Plant for Fiscal Year 2011.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City Council of the City of Englewood acts as administering authority for the Littleton/Englewood Wastewater Treatment Plant. A part of the duties include adopting bills for ordinances for the 2011 Budget and Appropriation Ordinance no later than thirty days prior to the first day of the next fiscal year.

FINANCIAL IMPACT

The 2011 Littleton/Englewood Wastewater Treatment Plant Budget indicates a beginning funds available balance of \$115,674, total sources of funds of \$14,661,114 and total uses of funds of at \$14,661,114 leaving the ending funds available balance at \$115,674.

The total appropriation (use of funds) for 2011 is \$14,661,114.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2010

COUNCIL BILL NO. 38
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROPRIATING MONIES FOR THE LITTLETON/
ENGLEWOOD WASTEWATER TREATMENT PLANT PURPOSES IN THE FISCAL YEAR
BEGINNING JANUARY 1, 2011, AND ENDING DECEMBER 31, 2011, CONSTITUTING
WHAT IS TERMED THE ANNUAL APPROPRIATION BILL FOR THE FISCAL YEAR 2011.

WHEREAS, the Cities of Englewood and Littleton entered into a contract to build, maintain,
and operate a joint Wastewater Treatment Plant facility; and

WHEREAS, the operations, including budget matters, of this joint facility are overseen by the
Supervisory Committee; and

WHEREAS, the City of Englewood operates the Littleton/Englewood Wastewater Treatment
Plant under the control of the Supervisory Committee; and

WHEREAS, the Littleton/Englewood Wastewater Treatment Plant has its own fund for
operations and maintenance; and

WHEREAS, the Supervisory Committee approved the following as the 2011 appropriations.

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

Section 1. That pursuant to the Littleton/Englewood Wastewater Treatment Plant agreement,
there be and hereby is appropriated from the revenue derived from operation of the
Littleton/Englewood Wastewater Treatment Plant in the City of Englewood, Colorado, and from all
other sources of revenue in the Littleton/Englewood Wastewater Treatment Plant Fund including
available fund balance during the year beginning January 1, 2011, and ending December 31, 2011,
the amounts hereinafter set forth for the object and purpose specified as follows:

Total Littleton/Englewood Wastewater Treatment Plant Fund	\$ 14,661,114
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Introduced, read in full, and passed on first reading on the 4th day of October, 2010.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 8th day of
October, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 6th day of October, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 4th day of October, 2010.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: October 4, 2010	Agenda Item: 11 a vii	Subject: Bill for an Ordinance establishing the 2010 Mill Levy Collected in 2011
Initiated By: Finance and Administrative Services Department		Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council and staff began the 2011 budget process at the April 19, 2010 study session. Council and staff met again at the August 2, August 16, and August 30, 2010 study sessions. Staff provided Council with an update on final changes to the budget on September 6, 2010 prior to printing the proposed budget. City Council received the 2011 Proposed Budget on September 13, 2010. A public hearing regarding the proposed 2011 Budget was held on September 20, 2010. The operating budgets and Multiple Year Capital Plan for all City departments and funds was reviewed at the Budget Retreat held September 25, 2010.

RECOMMENDED ACTION

Staff recommends Council approve this bill for an ordinance establishing the 2010 mill levy to be collected in 2011.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood assesses property tax for the general operations of the government and for the General Obligation Bonds Debt Service Fund. TABOR restricts the City from raising the mill levy without a vote of the citizens. The City's mill levy has been unchanged since 1992. This year's General Fund mill levy remains unchanged at 5.880 mills. The 2010 levy is to be certified to Arapahoe County by December 15, 2010 for collection in 2011.

FINANCIAL IMPACT

Based on the assessed valuation for the City of Englewood as certified by the Arapahoe County Assessor, the estimated net assessed value of all properties in Englewood for 2009 is \$519,591,900 compared to \$516,051,160 for 2010. The 2010 mill for General Fund operations is 5.880 mills and 2.130 mills for the General Obligation Bonds Debt Service Fund. The total mill levy is 8.010 for 2010 collected in 2011. The total amount budgeted for the General Fund is \$3,017,000 (net of uncollectibles, abatements, etc.). The amount budgeted for the General Obligation Bonds Debt Service Fund is \$1,090,000 (net of uncollectibles, abatements, etc.).

A homeowner with a \$200,000 home in Englewood would pay the following to the City of Englewood:

Market Value	\$200,000
Assessment Ratio	7.96%
Assessed Value	\$15,920
General Operations Mill Levy	5.880
Taxes Paid For General Fund Operations	\$93.61

Market Value	\$200,000
Assessment Ratio	7.96%
Assessed Value	\$15,920
Community Center Bond Fund Mill Levy	2.130
Taxes Paid For General Obligation Bonds	\$33.91

Market Value	\$200,000
Assessment Ratio	7.96%
Assessed Value	\$15,920
Total Mill Levy	8.010
Total Taxes Paid To City Of Englewood	\$127.52

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2010

COUNCIL BILL NO. 39
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

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

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

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

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

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

Section 1. That there be and hereby is levied for the year of 2010, due and payable as required by statute in the year 2011, a tax of 5.880 mills on the dollar for the General Fund of the City of Englewood, Colorado, and 2.130 mills on the dollar for the General Obligation Bond Debt Service Fund of the City of Englewood, Colorado.

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

Introduced, read in full, and passed on first reading on the 4th day of October, 2010.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 8th day of October, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 6th day of October, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 4th day of October, 2010.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: October 4, 2010	Agenda Item: 11 c i	Subject: A Resolution approving FY2011 Community Development Block Grant Application
Initiated By: Community Development Department	Staff Source: Harold Stitt, Senior Planner	

PREVIOUS COUNCIL ACTION

City Council has approved resolutions to file Community Development Block Grant (CDBG) applications almost annually since 1977. Participation in the Arapahoe County entitlement program began in 1991. Participation is authorized in three-year increments. Ordinance 22, Series of 2009, approved an Intergovernmental Agreement to participate in the Arapahoe County Community Development Block Grant and HOME Investment Partnership Programs for federal fiscal years 2010 through 2012.

RECOMMENDED ACTION

Staff recommends that Council approve a resolution authorizing staff to apply to Arapahoe County for the City of Englewood's portion of federal fiscal year 2011 Community Development Block Grant (CDBG) funds.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The U. S. Dept. of Housing and Urban Development (HUD) CDBG Entitlement Program provides grants to units of local government and urban counties to meet housing and community development needs. The objective of the program is to enhance urban communities by providing:

- decent, safe, affordable housing;
- improved infrastructure;
- public facilities and services;
- economic opportunities.

The Federal Program objectives are achieved through projects developed by local governments that primarily benefit low and moderate income families as well as other federal objectives. The request for funds may also include activities that meet urgent development needs in communities such as damage from flooding, tornadoes, fire, etc. Local governments determine which activities best serve the objectives of the program.

Funds are appropriated annually by the Congress for the CDBG program and are allocated by statutory formula to each entitlement area. Arapahoe County is approved as an urban county entitlement area. The CDBG grant funds are currently distributed to participating cities within Arapahoe County. Each participating city receives a set-aside portion of the total CDBG allocation. The current participating cities are the Cities of Englewood, Littleton, Sheridan, Glendale, Deer Trail, and Greenwood Village. The funding level for the City of Englewood for FY2011 is anticipated to be \$150,000, the same as it has been for the past 8 years.

Applications for each proposed project must be submitted to Arapahoe County no later than October 19, 2010 in order to receive 2011 CDBG funding. The applications for the City of Englewood will be for a total of \$150,000.00. Englewood's FY2011 program consists of three projects. These projects continue to meet current housing and neighborhood needs benefitting low and moderate income families. All projects are subject to additional review by City staff, Arapahoe County CDBG administrators and the County Commissioners. The listed projects and funding levels may change based on those reviews. FY2011 CDBG funds will be requested for the following projects:

- 1) \$75,000 for an energy efficiency home improvements project focusing on improvements that provide increased energy efficiency in the home;
- 2) \$50,000 for the Housing Rehabilitation Project to provide loans to low-income homeowners to finance the costs of major household repairs and improvements. This Project also includes a handyman/small rehab component to assist seniors and disabled persons with the costs of minor household repairs;
- 3) \$25,000 for a tenth-year request to sponsor the Family Tree application to assist with staffing needs for the House of Hope homeless shelter. A letter of sponsorship is required from the City to support Family Tree's application to Arapahoe County.

FINANCIAL IMPACT

Existing Community Development staff will administer the proposed projects. Staff salaries and benefits represent the City's participation in the projects.

LIST OF ATTACHMENTS

Resolution

RESOLUTION NO. _____
SERIES OF 2010

RESOLUTION AUTHORIZING THE CITY OF ENGLEWOOD, COLORADO, TO FILE AN APPLICATION WITH ARAPAHOE COUNTY FOR A 2011 COMMUNITY DEVELOPMENT BLOCK GRANT.

WHEREAS, the Englewood City Council has approved CDBG applications since 1977 and approved the execution of an Intergovernmental Agreement with the passage of Ordinance No. 37, Series of 1991, covering the City's participation in the Arapahoe County CDBG Entitlement Program for funding years 1992 through 1994; and

WHEREAS, the Englewood City Council approved passage of Ordinance No. 13, Series of 2006, authorizing the execution of an Intergovernmental Agreement between the City of Englewood and Arapahoe County covering participation in the Arapahoe County CDBG Entitlement Program for funding years 2007 through 2009; and

WHEREAS, the Englewood City Council approved passage of Ordinance No. 22, Series of 2009, authorizing the execution of an Intergovernmental Agreement between the City of Englewood and Arapahoe County covering participation in the Arapahoe County CDBG Program and HOME Investment Partnership Programs for federal fiscal years 2010 through 2012; and

WHEREAS, the Arapahoe County Community Development Block Grant Program provides grants to participating municipalities to meet housing and community development needs; and

WHEREAS, to compete in the Arapahoe County Community Development Block Grant Program, local governments must submit an application; and

WHEREAS, the City of Englewood has received a notice of fund availability; and

WHEREAS, the City of Englewood, Colorado, desires to apply for these funds through the Arapahoe County 2011 Community Development Block Grant to fund the Energy Efficiency Home Improvements Projects, Housing Rehabilitation Project, and House of Hope staffing project.

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

Section 1. The City of Englewood, Colorado, is hereby authorized to file an application for an Arapahoe County 2011 Community Development Block Grant.

Section 2. The Mayor and City Clerk are authorized to sign and attest all necessary forms, documents, assurances and certifications for the Community Development Block Grant application for and on behalf of the City Council and the City of Englewood.

ADOPTED AND APPROVED this 4th day of October, 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: October 4, 2010	Agenda Item: 11 c ii	Subject: Federal Funding Application for 2012-2017 Transportation Improvement Plan (TIP)
Initiated By: Community Development Department	Staff Source: Alan White, Community Development Director	

PREVIOUS COUNCIL ACTION

Potential infrastructure and planning project submittals for inclusion in the 2012-2017 Transportation Improvement Plan were presented to Council at the September 25th Council Budget Workshop. Council directed staff to proceed with preparation of the Englewood, Oxford, and Bates Station Area Master Plan application.

RECOMMENDED ACTION

Community Development is requesting Council approval of a resolution authorizing Englewood's application to the Denver Regional Council of Governments (DRCOG) for the Englewood, Oxford, and Bates Station Area Master Plan project.

BACKGROUND AND ANALYSIS

Applications for Federal Safe Accountable Flexible Efficient Transportation Equity Act-Legacy for Users (SAFTEA-LU) transportation funds are solicited by the Denver Regional Council of Governments (DRCOG) every two years. This year's current TIP funding cycle will fund transportation-related projects for the time period 2012-2017.

DRCOG has programmed three million dollars of the region's total Congestion Mitigation and Air Quality (CMAQ) funding for Urban Center Studies and Light Rail Station Area Master Plans. Community Development is applying for funding of a comprehensive station area master plan for all three current and future light rail station areas within Englewood municipal boundaries (Englewood, Oxford, and Bates Stations). Community Development has requested \$50,000 for each station area for a total project cost of \$150,000.

FINANCIAL IMPACT

The Englewood, Oxford, and Bates Station Area Master Plan application requires a committed minimum local match of twenty percent of the total project cost. The local match for this project (\$30,000) is budgeted in the Multiple Year Capital Plan.

LIST OF ATTACHMENTS

Resolution

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION AUTHORIZING APPLICATION FOR THE 2012-2017
TRANSPORTATION IMPROVEMENT PROGRAM.

WHEREAS, in the “Safe Accountable Flexible Efficient Transportation Equity Act-Legacy for Users” (SAFTEA-LU) Metropolitan Planning Organizations have the responsibility to develop and approve the Transportation Improvement Program (TIP); and

WHEREAS, the TIP program identifies the highest priority projects submitted by Colorado Department of Transportation (CDOT), Regional Transit District (RTD), and local jurisdictions to be implemented over the next six years; and

WHEREAS, additional funding is available for new projects in the 2012–2017 TIP; and

WHEREAS, a minimum of twenty percent (20%) match is required by the local sponsor; and

WHEREAS, the passage of this Resolution will authorize the City of Englewood to submit applications on behalf of the citizens of the City of Englewood for 2012-2017 Transportation Improvement Program for the following projects:

- Englewood, Oxford and Bates Stations Area Master Plan

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

Section 1. The City of Englewood, Colorado is hereby authorized to file the application for the 2012-2017 Transportation Improvement Program.

Section 2. The Mayor and City Clerk are authorized to sign and attest the application for and on behalf of the City Council and the City of Englewood.

ADOPTED AND APPROVED this 4th day of October, 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: October 4, 2010	Agenda Item: 11 c iii	Subject: 2010 Electric Golf Cart Purchase
Initiated By: Parks and Recreation Department	Staff Source: Dave Lee, Manager of Open Space	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council has approved contracts for the purchase of E-Z Go golf carts from 1982 to present. Since 1997, the carts have been purchased under a multi-year contract.

RECOMMENDED ACTION

A recommendation from the Parks and Recreation Department to award, by motion, a bid for the purchase of 18 electric golf carts from Golf Tournaments Inc. (GTI) as part of a multi-year golf cart purchase agreement. Three golf cart bids were received and GTI was the lowest bidder.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In November 2009, a golf cart fleet study was completed by Fleet Counselor Services with a recommendation to change the type of technology used at the golf course from gasoline to electric as part of the City's effort to "go green." The results of the benchmarking analysis portion of the golf cart fleet study clearly indicated a golf industry trend to change the type of technology used on golf courses today throughout the nation.

Staff provided City Council with an update on the golf fleet and the golf fleet study in a Study Session on April 5, 2010. City Council gave direction to move forward with the purchase of electric golf carts.

The golf course has a total fleet of 70 golf carts. The current replacement schedule is based on complete replacement of all carts every 6 years. This is the final year of purchasing 18 golf carts due to the Miller-Weingarten golf course redevelopment agreement where the purchase of capital equipment was delayed one year due to part of the golf course being closed during construction.

FINANCIAL IMPACT

Funding for the golf carts is included in the 2010 Golf Course Maintenance Budget. The purchase price for the golf carts is listed below.

Purchase price for 18 new golf carts	\$65,700
Trade-in allowance	<u>\$21,200</u>
Total net bid for golf carts	\$44,500

LIST OF ATTACHMENTS

COE Bid Tabulation Sheet
Contract

City of Englewood Bid Tabulation Sheet

Bid Opening: August 10, 2010 10:00 a.m. MDT

ITEM: IFB-10-114 Electric Golf Carts

Apparent Low Bidder

Contractor	Receipt of Addendum #1 Yes/No	2010 Golf Carts -18	2010 Trade In	Total Bid for 2010	Exceptions:	Estimated Delivery Date for 2010 Carts
Colorado Golf & Turf Inc 11757 S Wadsworth Blvd Littleton, CO 80125 (303)761-3332 fax (303)781-3372					We respectfully have decided to submit a "no bid" for proposal # IFB-10-114, Electric Golf Carts	
Tom Bauerle - General Manager	N/A	No Bid	No Bid	No Bid		
Masek Golf Car Company 5345 Newport St Commerce City, CO 80022 (303)952-7400 fax (303)952-7403 john.halbert@hotmail.com					Yamahas bid for 2010 would have 4x12v configuration. Year models 2011-2015 would have 6x8v configuration.	
John Halbert - District Sales Manager	Yes	\$ 67,950.00	\$(22,300.00)	\$ 45,650.00		Sep-10
Golf Tournaments Inc 5301 Quebec St Commerce City, CO 80022 (303)288-1979 fax (303)288-2129 JeffB@Golfcarsales.com					As Long As Quantity of 18 Trades Reflected on Page 6, Reflects As Correct Quantity on Page 7 for 2010 Trade Quantity	With in
Jeff Broetzman - General Manager	Yes	65,700.00	(21,200.00)	\$ 44,500.00		4-6 After Receipt of PO

CONTRACT

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT, made and entered into this 27 day of SEPTEMBER, 2010, by and between the City of Englewood, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", party of the first part, and GOLF TOURNAMENTS, INC. hereinafter referred to as the "vendor", party of the second part.

WITNESSETH:

PROJECT: PURCHASE OF ELECTRIC GOLF CARTS

WHEREAS, pursuant to authorization by the Englewood City Council, this Contract is awarded to the above-named Vendor for the purchase of electric golf carts.

NOW, THEREFORE, in consideration of the compensation to be paid, the Contract, the mutual agreements hereinafter contained are subject to the terms hereinafter stated:

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto, bound herewith or incorporated herein by reference constitute the Contract between the parties hereto and they are as fully a part of this agreement as if they were set out verbatim and in full herein:

Contract (this instrument)
General Conditions
Detailed Specifications
City of Englewood Purchase Order

B. Scope of Work: The Vendor agrees to and shall furnish all equipment in good and working order with warranties, and everything necessary for and required to do, perform and complete all the work described, set forth, shown and included in said Contract Documents.

C. Terms of Performance: The Vendor agrees to complete the delivery of this equipment under this Contract within the schedule of deliveries in the general conditions after being notified of the acceptance of this Contract.

D. Terms of Payment: The City agrees to pay the Vendor for the delivery of all equipment requested under this Contract, and the Vendor agrees to accept as his full and only compensation therefore such sum of money as set forth in the general conditions attached hereto.

E. Contract/Agreement: It is agreed by the parties that this will be a multiple-year bid to allow for purchases from the Vendor for the following number of years:

Year	Quantity	Description	Price
2010	18	Electric Golf Carts	Per the bid documents
2011	12	Electric Golf Carts	Per the bid documents
2012	12	Electric Golf Carts	Per the bid documents
2013	12	Electric Golf Carts	Per the bid documents
2014	12	Electric Golf Carts	Per the bid documents
2015	12	Electric Golf Carts	Per the bid documents

Price adjustments could be negotiated, if necessary, from year to year as agreed upon by both the City and the Vendor. The cost is to be based on documented industry price lists for that year. At any time during this Contract should the product cease to meet the minimum specifications; if the seller is unable or fails to deliver these golf carts or any parts necessary for replacement or repairs, under warranty or otherwise; or should the seller fail to meet any service requirements under this Contract within fifteen (15) days of written notice of such failure from the City; the City may terminate this Contract by giving the seller an additional fifteen (15) days notice in writing of its intention to do so.

F. **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 the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

G. **Guaranteed Repurchase Price:** The Vendor will repurchase an equal number of used gas or electric golf carts, at City's option, equipment from the City within six (6) years of purchase for no less than a specified amount (as stated on the Bid Proposal), provided the equipment has been reasonably operated and maintained, that it does not exceed a specified age (six (6) years). The Vendor has no obligation to repurchase equipment that is destroyed or damaged to the extent that it cannot be repaired to good operating condition or has been abused or misused. Equipment must be in reasonable operating condition for its age. The City is not obligated through this Agreement to sell the equipment only to the vendor.

H. **Contract Binding:** It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

IN WITNESS WHEREOF, the parties have caused these presents to be signed personally or by their duly authorized officers or agents.

CITY OF ENGLEWOOD, COLORADO
PARKS AND RECREATION DEPARTMENT

Company or Corporation

By _____
Jerrell Black, Parks & Recreation Director

By _____
GENERAL MANAGER
GOLF TOURNAMENTS INC.